

ENROLLMENT AGREEMENT

Name _____			
Last Name	First Name	Middle	
Present Address _____			
Street or PO Box			

City	State	Zip	
Telephone: Home () _____			
Business () _____			
Cell Phone () _____			
E-mail Address: _____			

Check the program for which you are applying:

Associate in Science degree:

- Audio Production (61 credits)
- Broadcasting (61 credits)
- Photography (61 credits)

Bachelor of Science degree:

- Advertising (121 credits)
- Audio & Media Technology (121 credits)
- Digital Filmmaking & Video Production (123 credits)
- Fashion & Retail Management (121 credits)
- Graphic Design (120 credits)
- Graphic Design Evening and Weekend Option (120 credits)
- Interior Design (121 credits)
- Media Arts & Animation (120 credits)
- Photography (121 credits)
- Web Design & Interactive Media (120 credits)

START DATE:

- Fall 2008
- Fall II 2008
- Winter 2009
- Winter II 2009
- Summer 2009
- Summer II 2009

Financial Information-Current Schedule of Charges+

Tuition is charged at \$715 per credit.

The student can expect an increase in the per credit hour rate at least once per year, which will increase the total amount for the program. The tuition and fees contained in this Enrollment Agreement are subject to change.

Current tuition and fees applicable to The New England Institute of Art programs are as follows:

	Audio Production	Broadcasting	Photography	Advertising	Audio & Media Technology	Digital Filmmaking & Video Production	Fashion & Retail Management	Graphic Design	Graphic Design Evening and Weekend Option	Interior Design	Media Arts & Animation	Photography	Web Design & Interactive Media
	(61 credits)	(61 credits)	(61 credits)	(121 credits)	(121 credits)	(123 credits)	(121 credits)	(120 credits)	(120 credits)	(121 credits)	(120 credits)	(121 credits)	(120 credits)
Per Credit	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715	\$715
Application Fee++	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Administrative Fee++	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Tuition Per Semester*	\$10,725	\$10,725	\$10,725	\$10,725	\$10,725	\$10,725	\$10,725	\$10,725	\$8,580	\$10,725	\$10,725	\$10,725	\$10,725
Student Services Fee (one time)	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Technology Fee	\$325	\$125	\$132	\$132	\$325	\$125	\$132	\$125	\$125	\$125	\$125	\$132	\$125
Online Class Fee	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	\$800	n/a	n/a	n/a	n/a
Supply Kit (First Semester Only)	\$795	\$830	\$2,090**	\$715	\$795	\$965	\$715	\$810	\$810	\$1,040	\$850	\$2,090**	\$835
Total Program Tuition & Fees***	\$45,910	\$45,145	\$46,433**	\$88,486	\$90,110	\$90,110	\$88,486	\$87,810	\$88,860	\$88,755	\$87,850	\$89,861**	\$87,835

+Not including credit hour tuition increases that may occur throughout the duration of the program.

++The Application and Administrative fees are paid by new and transfer students.

* Students enrolled in the Graphic Design Evening & Online Option take 12 credits per semester. All other students take 15 credits per semester.

**All Photography Supply Kits include a Digital-SLR with lens, camera bag, media, card reader, and portable hard drive. Students who wish to provide their own Digital-SLR and supplies must receive departmental approval.

*** Based on current credit hour rate. Total cost will increase with each credit hour tuition increase.

The current tuition amount charged for any program will be increased from the above stated charges if a student is required to take transitional studies courses. Additional tuition for those courses can vary between \$2,145 and \$4,290 depending on the number of transitional studies courses required.

I understand that I am responsible for tuition and fees pertaining to the program's required course of study. The tuition and fees contained in this Enrollment Agreement are subject to change. The per credit hour rate is subject to an increase in at least once per calendar year which will increase the total amount for the program. The adjustment to the per-credit hour rate may occur before I begin classes and my program will be calculated using the new rate. Any changes to tuition and fees will be published to students.

Student's Right to Cancel without Penalty or Obligation

You, the student may cancel your enrollment without any penalty or obligation at any time prior to midnight of the fifth business day after signing this Enrollment Agreement. You may also cancel your enrollment if upon a doctor's order, you cannot physically receive the services, or you may cancel your enrollment if the service ceases to be offered by the institute. (See reverse side for refund policy prior to matriculation.)

Please do not sign this Enrollment Agreement before you read it in its entirety. You will be given an exact copy of the Enrollment Agreement you sign. Please also note that the provisions of any attached rider(s) signed by you are also part of the Enrollment Agreement.

Student Acknowledgments

I have received and read a copy of The New England Institute of Art's current catalog, the provisions of which I accept. **I have read and understand all provisions of this Enrollment Agreement, and I have been given a copy of it for my records.** (Parents must also sign the Enrollment Agreement if you are under 18 years of age.)

I understand that my enrollment and The New England Institute of Art's obligations under this Enrollment Agreement (except the cancellation and refund provisions) may be terminated by The New England Institute of Art if I fail to comply with The New England Institute of Art's attendance, conduct, academic, financial or other requirements. I understand that The New England Institute of Art also reserves the right to cancel my enrollment if The New England Institute of Art determines (1) that I have demonstrated poor academic potential (as determined by evaluation of transcript records, or any other academic evaluations deemed appropriate for the program selected), and/or (2) that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand that my financial obligations to The New England Institute of Art must be paid in full before a degree may be awarded and before transcripts will be issued. I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to The New England Institute of Art. Both sides of this Enrollment Agreement and the financial plan shall constitute the entire Enrollment Agreement. I understand and agree that they supersede any prior or contemporaneous oral or written agreements or statements and may not be modified without the written agreement of the President of The New England Institute of Art. I also understand that this Enrollment Agreement shall not be binding until it is accepted by The New England Institute of Art.

Student's Agreement

Now, having read and received a copy of this Enrollment Agreement and intending to be legally bound by it, the parties have signed this Enrollment Agreement on the dates below written.

 Student's signature Date

 Signature of accepting official from Date

 Title of accepting official Date

 Parent's (or Guardian's) signature Date

 Parent's (or Guardian's) address Date

Further Financial Information

An application fee of \$50 is to be submitted with your application for admission. The administrative fee of \$100 is due within 10 days after this Enrollment Agreement is signed.

The student understands and agrees that s/he will be liable for interest charges that will be assessed on his/her account balance until the balance is paid in full. Interest will be charged at 12% per annum on the student's adjusted outstanding balance at the end of each month. The adjusted outstanding balance is defined as all charges incurred by the student for attendance at The New England Institute of Art at the end of the prior month, including but not limited to tuition, fees, housing charges, late registration fees, fines, damages, etc., less the total amount paid to the student's account at the end of the current month including financial aid that the student has been awarded but has not been paid for the semester provided that the student and/or the student's parent(s) have completed all of the requirements for the award. The student understands and agrees that his/her adjusted outstanding balance is different from his/her student payment plan and that the student's financial aid award may be reduced or eliminated if the student does not complete all of the requirements for financial aid.

The Application Process

As part of the application process, applicants must independently conceive and write an essay of approximately 150 words stating how their education at The New England Institute of Art will help them to attain their career goals. Applicants must also present a record of accomplishment and core academic courses as evidenced through high school transcript grade point average or upon evaluation of GED scores. Official high school transcripts must be provided as well as official transcripts for any colleges attended. Successful admission into The New England Institute of Art and a satisfactory program start is dependent on the level of accomplishment exhibited in the essay, all grade point averages, evaluation of GED scores, a personal interview with an admissions representative, and meeting all other requirements stated in this Enrollment Agreement.

First semester tuition and fees for new students become due 30 days prior to entry. Thereafter, semester tuition for each succeeding semester is due upon registration, approximately six weeks prior to the end of each academic semester. Students may not register for any academic semester of study unless all tuition and fees that are due have been paid, or unless students have made arrangements for, and adhered to an approved alternative payment plan. Tuition is charged on a semester-by-semester basis. Students are not obligated beyond the semester they are currently attending. Tuition for repeat courses is charged on a per credit basis.

Refund Policy Prior to Matriculation

Applicants may cancel their enrollment in person or in writing before the beginning of classes. An applicant not requesting cancellation before the scheduled starting date indicated on this Enrollment Agreement will be considered a student.

1. The \$100 administrative fee paid by applicants will be refunded if they are not accepted for admission.
2. Applicants requesting cancellation before the first scheduled class date will receive a refund of all monies paid, less the \$50 application fee and \$100 administrative fee.
3. All monies paid by applicants will be returned, if requested, five business days after their first visit to The New England Institute of Art or within three business days of the regularly scheduled orientation program for their starting semester, whichever comes first.
4. Refunds will be made within 30 calendar days after the applicant's/student's request or within 30 calendar days after his/her first scheduled class day.
5. The application and administrative fee is valid for three consecutive semesters, including the original start date semester. Students wishing to reapply after three semesters will be required to submit a new application and administrative fee.

Refund Policy After Matriculation – All Semesters

In the event of withdrawal by the student or suspension by The New England Institute of Art from all courses registered during any semester of study:

1. Prepaid tuition for any period beyond the student's current semester will be refunded in full.
2. The student may voluntarily withdraw from The New England Institute of Art by notifying their Department Chair in person or in writing to the Registrar.
3. Refunds due shall be paid within 30 days of the notification date, unless the student is withdrawing at the end of the semester. Refunds for a student notifying The New England Institute of Art prior to the end of a semester that s/he will be withdrawing at the end of that semester will be paid within 14 days of the last day of that semester.
4. Refunds for a student who completes a previous semester of study and does not notify The New England Institute of Art prior to the end of that semester that s/he will not be returning for the following semester will be paid within 30 days of the first day of that following semester in which the student was expected to return.
5. In the event of a fully documented extreme illness or personal emergency that makes it impractical for the student to complete the program, The New England Institute of Art may modify the tuition refund policy as deemed appropriate to the circumstances.
6. Each academic semester is 15 weeks in duration (summer semesters are 12 weeks in duration and the mid-semester sessions are seven weeks in duration). The calculation of refunds is based upon the last day of attendance within the semester. Any portion of a week's attendance is considered a full week of attendance for refund purposes.

REFUND POLICY – THE NEW ENGLAND INSTITUTE OF ART

Return of Federal Title IV Aid:

A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60% of the semester. The amount returned will be based on the percentage of days remaining in the semester. The New England Institute of Art will determine the calendar days completed in the semester divided by the total number of calendar days in the semester. If the amount is less than or equal to 60%, that percent of the Federal Title IV Aid received is the amount that can be retained. The difference will be returned to the Federal Title IV Aid program from which funds were received in this order: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan, Pell Grant, ACG Grant, SMART Grant, SEOG Grant.

If Federal Title IV Aid funds have been given to the student, and if the student withdraws during the first 60% of the semester, the student may need to return some of those funds. If the student needs to return funds, The New England Institute of Art will notify the student how much is owed, and how it is to be returned.

Adjustment of Charges

In accordance with The New England Institute of Art policy, The New England Institute of Art will earn tuition and fees as follows: Week One – 25%; Week Two – 50%; Week Three and Four – 75%; After Week Four – 100%

With Mid-Semester Starts it is:

Week One – 25%; Week Two – 50%; Week Three – 75%; After Week Three – 100%

The New England Institute of Art will first calculate how much needs to be returned under the Federal return of Title IV Aid Policy. The amount will then be subtracted from the amount that was paid for the semester of withdrawal to get the adjusted amount paid. The New England Institute of Art will then calculate how much of the charges can be retained based on The New England Institute of Art policy. The amount that can be retained will be subtracted from the adjusted amount paid. If there is additional money to be refunded from Federal funds after calculating the Return of Title IV formula and the refund policy, the refund will be made to the student, or, with the student's authorization, to the Federal loan program(s) in the following order, up to the amount received, for the term of withdrawal: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan. If there is an additional credit balance made up of non-Title IV funds, it will be refunded in the following order, up to the amount received for the term of withdrawal: Unsubsidized Stafford Loan, Subsidized Stafford Loan, Perkins Loan, PLUS Loan, other loans, other aid (if required), and student.

If kits, components of the kit, books, or supplies, are returned to the bookstore in resalable condition within 21 days of withdrawal, a credit will be given.

All refunds or return of funds will be made within 30 days of the date that the student notifies The New England Institute of Art of the withdrawal.

Examples of the calculations for this policy are available in the Student Accounting office.

GENERAL INFORMATION AND UNDERSTANDINGS

Handling of Student Complaints

If a student feels that a concern or complaint has not been adequately resolved using the Student Grievance Procedure described in the Student Handbook, the student may direct his/her complaint or concern in writing to The New England Association of Schools and Colleges, 209 Burlington Road, Bedford MA 01730-1433 or to the Commonwealth of Massachusetts, Department of Higher Education, One Ashburton Place, Room 1401, Boston, MA 02108-1696

Arbitration

You and The New England Institute of Art (“NEiA”) agree that any dispute or claim between you and NEiA (or any company affiliated with NEiA, or any of its officers, directors, trustees, employees or agents) arising out of or relating to this Enrollment Agreement or, absent such Agreement, your enrollment or attendance at The New England Institute of Art, whether such dispute arises before, during, or after your attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at your or The New England Institute of Art's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein.

If you decide to initiate arbitration, you may select either, JAMS or the National Arbitration Forum (“NAF”) to serve as the arbitration administrator pursuant to its rules of procedure. If The New England Institute of Art intends to initiate arbitration, it will notify you in writing by regular mail at your latest address on file with The New England Institute of Art, and you will have 20 days from the date of the letter to select one of these organizations as the administrator. If you fail to select an administrator within that 20-day period, The New England Institute of Art will select one.

The New England Institute of Art agrees that it will not elect to arbitrate any individual claim of less than \$5,000 that you bring in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures). If that claim is transferred or appealed to a different court, however, or if your claim exceeds \$5,000, The New England Institute of Art reserves the right to elect arbitration and, if it does so, you agree that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER YOU OR NEiA CHOOSES ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL, TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED IN THE APPLICABLE ARBITRATION RULES, OR OTHERWISE TO LITIGATE THE DISPUTE OR CLAIM IN ANY COURT (OTHER THAN IN SMALL CLAIMS OR SIMILAR COURT, AS SET FORTH IN THE PRECEDING PARAGRAPH, OR IN AN ACTION TO ENFORCE THE ARBITRATOR'S AWARD). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT YOU OR NEiA WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

The arbitrator shall have no authority to arbitrate claims on a class action basis, and claims brought by or against you may not be joined or consolidated with claims brought by or against any other person. Any arbitration hearing shall take place in the federal judicial district in which you reside. Upon your written request, The New England Institute of Art will pay the filing fees charged by the arbitration administrator, up to a maximum of \$3,500 per claim. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. If the arbitrator determines that any claim or defense is frivolous or wrongfully intended to oppress the other party, the arbitrator may award sanctions in the form of fees and expenses reasonably incurred by the other party (including arbitration administration fees, arbitrators' fees, and attorney, expert and witness fees), to the extent such fees and expenses could be imposed under Rule 11 of the Federal Rules of Civil Procedure.

The Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1, et seq., shall govern this arbitration provision. This arbitration provision shall survive the termination of your relationship with NEiA. If you have a question about the arbitration administrators mentioned above, you can contact them as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 800-352-5267; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN, 55405, www.arb-forum.com, 800-474-2371.

The above supersedes any inconsistent arbitration provision published in any other document such as your catalog or, where applicable, your Enrollment Agreement.

Housing

The New England Institute of Art offers limited housing opportunities. Please see Student Affairs for more information on housing assistance.

Transfer of Credits

The New England Institute of Art is authorized by the Commonwealth of Massachusetts Department of Higher Education to confer the Bachelor's of Science degree, Associate's in Science degree, and diploma and accredited by the New England Association of Schools and Colleges Commission on Institutions of Higher

Learning, an accrediting agency recognized by the United States Department of Education. However, the fact that a school is authorized and accredited is not necessarily an indication that credits earned at that school will be accepted by another school. In the U.S. higher education system, transferability of credit is determined by the receiving institution taking into account such factors as course content, grades, accreditation and authorization.

The mission of The New England Institute of Art is to help you to prepare for entry-level employment in your chosen field of study. The value of degree programs like those offered by The New England Institute of Art is their deliberate focus on marketable skills. The credits earned are not intended as a stepping-stone for transfer to another institution. For this reason, it is unlikely that the academic credits you earn at The New England Institute of Art will transfer to another school.

Programs offered by one school within the Art Institute system may be similar to but not identical to programs offered at another school within the system. This is due to differences imposed by state law, use of different instructional models, and local employer needs. Therefore, if you decide to transfer to another school within The Art Institutes system, not all of the credits you earn at The New England Institute of Art may be transferable into that college's program.

If you are considering transferring to either another school within The Art Institutes system or an unaffiliated school, it is your responsibility to determine whether that school will accept your Art Institute credits. We encourage you to make this determination as early as possible. **The New England Institute of Art does not imply, promise, or guarantee transferability of its credits to any other institution.**

Graduation Completion Rates

Information on graduation/completion rates for first-time full-time students is available through the Admissions Office. These rates are calculated according to guidelines in the “Student-Right-To-Know” Act.

Employment Assistance

The New England Institute of Art does not guarantee employment or any particular level of compensation following graduation. The New England Institute of Art does, however, offer assistance in finding employment to all eligible graduates at no additional charge. Graduates who confine employment considerations within the metropolitan area served by The New England Institute of Art may limit the particular employment opportunities available to them.

Policies and Procedures

Each student is enrolled on a continuing semester-by-semester basis and agrees to comply with all published college policies and procedures. The New England Institute of Art reserves the right to add, delete, or modify its policies and procedures without notice.

Class Sessions

Classes are in session six (6) days a week, Monday through Saturday. Class sessions are normally between 9–11:50, 12:30–3:20, 4:00–6:50, 7:10–10:00.

The New England Institute of Art reserves the right to change a class session schedule from time to time, without notice, according to classroom, studio and/or lab availability, and academic and student distribution circumstances. From time to time, instructional activities may occur at an off campus location appropriate for the particular activity.

Instructional Equipment

Use of instructional equipment will be made available according to the program curriculum. Each student will be provided the opportunity to acquire an understanding of the fundamental principles that s/he would encounter in an entry-level position in the field. Such equipment must be shared by the students. Accordingly, The New England Institute of Art cannot guarantee hands-on usage of such equipment beyond that called for in the curriculum. To complete the requirements of the program, each student will likely find it necessary to schedule use of the equipment outside normal classroom hours.

Homework

In addition to regular attendance at scheduled classes, each student will be required to devote additional time each week outside the classroom to study and work on assigned projects.

Curriculum

The New England Institute of Art reserves the right to revise course contents, course titles, and the sequence of classes subject to applicable regulator approval.

Cancellation of Start Date

Cancellation of a scheduled class start date for any program shall entitle the student to elect either: (1) a guaranteed reservation in the next scheduled class for that program, or (2) cancellation of enrollment with a full refund of all monies paid.

Non-Discrimination

The New England Institute of Art does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, disability or any other characteristic protected by state, local or federal laws in the administration of any of its educational programs or activities, or with respect to admission or employment. For information on The New England Institute of Art's Equal Opportunity Policy and grievance procedures, please contact the Dean of Academic Affairs, The New England Institute of Art, 10 Brookline Place West, Brookline, MA 02445.

Sale, Discount, or Transfer of Agreement

The student consents to the sale, discount, or other transfer of this Enrollment Agreement with the understanding that, in such event, the cancellation and refund policies would continue to apply.

Consent for publication of photograph, artwork, video tape, film, and/or verbal or written statements

I hereby give my consent to The New England Institute of Art (and to those whom it may authorize) to photograph, film, and/or videotape me, and/or to use a photographic reproduction of me or my work, to identify me by name, and/or with school and employment information, and/or to quote or record statements made by me, for any editorial, promotional, advertising trade, or other purpose on a royalty-free, perpetual, worldwide basis.

Requirements for Graduation

To be qualified to graduate, the student must:

1. Receive a passing grade or credit for all required course work.
2. Earn the required credits in each of the disciplines for their major.
3. Achieve a minimum CGPA of 2.0.
4. Satisfy all financial obligations to The New England Institute of Art.
5. Satisfy the residence requirements of 30 credits minimum for the Associate's in Science degree and 60 credits for the Bachelor's of Science degree at The New England Institute of Art.
6. Complete an internship.
7. Complete a loan counseling exit interview with Student Financial Services.