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CATALOG ADDENDUM

Catalog 2009 – 2010

- 1. Addition of the Intellectual Property Policy**
- 2. Addition of the Retaking Coursework Policy**
- 3. Revision to the Arbitration Policy**
- 4. Revision of the SAP Policy**
- 5. Revision of the Transfer of Credit Policy**

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Effective Date: February 2012

Addition of the Intellectual Property Policy – The following Intellectual Property Policy should be added to the catalog.

INTELLECTUAL PROPERTY POLICY

Introduction

As a creative community of teachers, artists and scholars, The Art Institute of Las Vegas is committed to encouraging the creation of new works, new ideas, and new forms of creative and scholarly expression. This Policy on Intellectual Property is provided to protect the interests of those who create as well as the interests of The Art Institute of Las Vegas itself, which supports this creative and scholarly work.

I. Purpose and Scope

This document expresses The Art Institute of Las Vegas's policy regarding ownership and usage rights with respect to Intellectual Property (as hereinafter defined). It covers all those who are a part of The Art Institute of Las Vegas – faculty, staff, students, visiting artists, visiting scholars, or other participants enrolled, employed or affiliated with The Art Institute of Las Vegas, and this Policy governs in all circumstances, unless The Art Institute of Las Vegas has modified it through a written agreement connected to a sponsored or commissioned work or as part of work under a grant or contract. Should there be any conflict between the provisions of this Policy and the terms of a separate written agreement between The Art Institute of Las Vegas and any party, the terms of that separate written agreement will govern. This Policy is not intended to limit “fair use” as defined by U.S. laws.

II. Terminology

The following terms are used throughout the Policy and are defined as follows:

- A. *Copyright* - Copyright is the intangible property right granted for a limited period of time by federal statute (Title 17 of the U.S. Code) for an original work of authorship fixed in any tangible form of expression. Copyright provides the owner with five exclusive rights, including the exclusive right to reproduce the work, to prepare derivative works based on the work, to distribute copies of the work to the public by sale or other transfer of ownership (or by rental, lease, license or lending), to display the work publicly and to perform the work publicly (if relevant).
- B. *Commissioned Work* - A Commissioned Work is defined as a Work (as defined in paragraph K) that is produced or created pursuant to a written agreement with the Institution and for Institution purposes by (a) individuals not under the employ of the Institution or (b) Institutional Employees (as defined in paragraph D) acting outside the scope of their regular Institution employment, as determined by their existing Institution employment arrangement or contract.
- C. *Independent Academic Effort or Creative Activity* - Independent Academic Effort or Creative Activity is defined as the inquiry, investigation, research, or creative activity that is carried out by faculty, staff and Students of the Institution working on their own, that advances knowledge or the development of the arts, sciences, humanities, or technology where the specific direction, methodology, and content of the pursuit is determined by the faculty, staff member(s), or Student(s) without the direct assignment, supervision, or involvement of the Institution.

- D. *Institutional Employee* - An Institutional Employee is a full-time or part-time faculty member, visiting faculty, adjunct faculty, artist, scholar, or fellow (as defined in the Faculty Handbook), or a full-time or part-time staff member (as defined in the Staff Handbook), or Student, who is employed by the Institution or who is working under an Institution contract, either expressed or implied.
- E. *Intellectual Property* - Means: (i) trademarks, service marks, brand names, trade dress, assumed names, trade names, slogans, URLs, domain names, logos and other indications of source, sponsorship or affiliation, together with all associated goodwill (whether the foregoing are registered, unregistered or the subject of a pending application for registration); (ii) inventions, developments, improvements, discoveries, know how, concepts and ideas, whether patentable or not, in any jurisdiction; (iii) patents, patent applications and patent disclosures; (iv) trade secrets and proprietary or confidential information; (v) writings and other works of authorship, whether subject to copyright protection or not, in any jurisdiction, including but not limited to literary works (such as books, scholarly articles, journal articles and other articles, theses, research, course syllabi, curricula, exams, instructional and evaluation materials for classes, courses, labs or seminars, study guides, student rosters and attendance forms, grade reports, assessment of student work and projects, course or program proposals, software, data and databases, lecture and presentation materials); musical works (including any accompanying words); dramatic works (including any accompanying music); pantomimes and choreographic works; pictorial, graphic, and sculpture works (including graphic designs; illustrations, photographs, paintings, sculptures and other works of art); motion pictures and other audiovisual works (including films, audio and video recordings and multimedia projects); sound recordings; architectural works; and compilations; and (vi) copyrights, copyright registrations and applications for registration of copyrights in any jurisdiction.
- F. *Patent* - A United States patent is a grant which gives the owner of the patent the right to exclude all others from making, using, or selling the claimed invention in the United States for a set period of time. Similar rights are granted in other countries, but the discussion of Patents in this Policy will focus specifically on United States patent rights.
- G. *Sponsored Work* - Sponsored Work is a Work (as defined in paragraph K) that is produced or created under an agreement between the Institution and a sponsor which provides the Institution with ownership and/or usage rights to the Work and Intellectual Property produced under the agreement. Sponsored works do not include works created through independent academic effort or creative activity, even when based on the findings of the sponsored project, so long as an agreement does not state otherwise.
- H. *Student* - A Student is a regularly registered, full- or part-time, undergraduate or graduate at the Institution, including students attending the Institution as “special status students”: e.g., as participants in Professional Institute for Educators (PIE), Continuing Education (CE), the Pre-College or Saturday programs, or in exchange programs or through special grants or fellowships.
- I. *Substantial Institutional Resources* - Any substantial use of Institution equipment, facilities, time, personnel, or funds, and use of Institution resources that are not “commonly provided”, is considered a use of “Substantial Institutional Resources.” This use does not include resources commonly provided to Institution faculty and staff, such as offices, library facilities, basic artistic facilities, and everyday telephone, computer, and computer network support. However, substantial time spent in the use of these latter resources may constitute the use of “Substantial Institutional Resources.” Resources not considered “commonly provided” include specially procured equipment or space, additional staffing or personnel, utilization beyond normal work hours of Institution personnel, and monetary expenditures that require a budget. Faculty may use the basic artistic facilities unless use infringes on student use of those facilities for coursework.

- J. *Trademark and Service Mark* - A trademark or service mark is any word, phrase, name, symbol, logo, slogan, device, or any combination thereof that is used in trade to identify and distinguish one party's goods or services from those of others.
- K. *Work* - The term "Work" as used in this Policy shall be defined to include all of the items identified in Sections (i), (ii), (iv) and (v) of the definition of Intellectual Property in paragraph E.
- L. *Work Made for Hire* - A "Work Made for Hire" is defined as a Work (as defined in paragraph K) prepared by an employee within the scope of his or her employment. Consistent with the Copyright Act of 1976, as amended, a Work Made for Hire under this Policy also includes a work specially ordered or commissioned for use as a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as answer material for a test, or as an atlas, if the parties expressly agree in a written instrument signed by them that the work shall be considered a work made for hire. Examples of works made for hire include software programs created within the scope of an employee's duties by a staff programmer, a newspaper article written by a staff journalist for the newspaper that employs him/her, and a musical arrangement or ditty written for a music company by a salaried arranger on its staff.

III. The Rights of the Creator of Intellectual Property

A. *Faculty, Staff and Student Works*

1. General Rule.

Subject to the exceptions noted in this Policy, as a general rule, The Art Institute of Las Vegas does not claim ownership of Intellectual Property developed through Independent Academic Effort or Creative Activity and that is intended to disseminate the results of academic research and scholarship, and/or to exhibit forms of artistic expression on the part of faculty, staff, and students.

2. Exceptions to the General Rule.

Exceptions to the general rule set forth in III.A.1 above include Intellectual Property developed by faculty, staff, Students and Institutional Employees under any of the following circumstances:

- (a) The Intellectual Property is developed as a Sponsored Work.
- (b) The Intellectual Property is developed as a Commissioned Work.
- (c) The Intellectual Property is developed using Substantial Institutional Resources.
- (d) The Intellectual Property is developed by the creator within the scope of his or her employment with The Art Institute of Las Vegas and constitutes a Work Made for Hire.
- (e) The Intellectual Property is developed by a creator who is assigned, directed or funded by The Art Institute of Las Vegas to create the Intellectual Property.
- (f) The Intellectual Property is developed under a grant, program or agreement which provides The Art Institute of Las Vegas with ownership rights, in whole or in part, to the Intellectual Property.

Under the circumstances described in Section III.A.2(a) through (f) above, the Intellectual Property shall be owned by The Art Institute of Las Vegas (or by The Art Institute of Las Vegas and any other party as specified in any written grant, program or agreement).

The creator of any Intellectual Property that is or might be owned by The Art Institute of Las Vegas under this Policy is required to make reasonable prompt written disclosure of the Work to an officer designated by The Art Institute of Las Vegas's President, and to execute any document deemed necessary by The Art Institute of Las Vegas to perfect legal rights in The Art Institute of Las Vegas and enable The Art Institute of Las Vegas to file applications for registration when desired.

3. Ownership Rights in Specific Types of Works.

For purposes of clarification and without limiting the general rule and exceptions set forth in Sections III.A.1 and 2 above, ownership rights in the following types of Works are allocated as set forth below:

(a) Curricular materials including course outlines, curricula, lesson plans, course handouts, PowerPoint and other presentation materials (in all forms and media), course content and syllabi are deemed to be Works Made for Hire and therefore all Intellectual Property associated therewith is owned by The Art Institute of Las Vegas. Likewise, student rosters, attendance forms, interim grade reports, and assessments of student projects, including all Intellectual Property associated therewith, belong solely to The Art Institute of Las Vegas.

(b) Unless developed under the circumstances set forth in Section III.A.2 (a) through (f), or a written agreement provides otherwise, scholarly articles and papers written for publication in journals, presentations and scholarly papers prepared for seminars and conferences, and personal lecture or teaching notes are typically not considered to be owned by The Art Institute of Las Vegas as Works Made for Hire or otherwise.

(c) If any Intellectual Property to be owned by The Art Institute of Las Vegas under Section III.A.2 (a) through (f) above is developed jointly with a non-Institution party, the parties respective ownership and usage rights in the resulting Intellectual Property shall be set forth in a written agreement.

(d) Where Intellectual Property is to be developed using Substantial Institutional Resources, authorized representatives of The Art Institute of Las Vegas will develop a written agreement with the user of those resources, which must be executed by the parties prior to use of the resources, to identify the nature and terms of the use, including possible reimbursements or other systems of compensation back to The Art Institute of Las Vegas.

(e) Unless a Work is developed under the circumstances set forth in Section III.A.2 (a) through (f), or a written agreement provides otherwise, all Intellectual Property created by faculty during sabbatical are owned by the faculty.

(f) Unless the Work is developed under the circumstances set forth in Section III.A.2 (a) through (f), or a written agreement provides otherwise, Intellectual Property created by a Student working on his or her own, or developed in the context of a course, is owned by the Student and The Art Institute of Las Vegas will not use the Student's Work without the Student's permission to do so.

(g) Students working on a project governed by an existing written agreement to which The Art Institute of Las Vegas is a party are bound by all terms of that agreement.

(h) Students hired to carry out specific tasks that contribute to Intellectual Property of The Art Institute of Las Vegas retain no rights of ownership in whole or in part to that Intellectual Property or to the Student's contribution to that work.

(i) Students who wish to work collaboratively with Institutional Employees on projects which involve the creation of Works and Intellectual Property are required to sign and deliver an acceptable written agreement to The Art Institute of Las Vegas outlining their rights before commencing work on such projects. Either party has the right to initiate such agreement.

(j) The rights of The Art Institute of Las Vegas to a perpetual, worldwide license (exclusive or non-exclusive, as The Art Institute of Las Vegas deems necessary), to use and reproduce copyrighted materials for educational, research, and promotional purposes must be included in any agreement with a non- Institution sponsor.

B. *Independent Contractor Works.*

As a general rule, The Art Institute of Las Vegas will own Intellectual Property created by an independent contractor if a written agreement signed by the parties so provides, or The Art Institute of Las Vegas has specially ordered or commissioned the work and such work is designated as a Work Made for Hire in a signed written agreement between the parties. If The Art Institute of Las Vegas does not own the Intellectual Property created by an independent contractor, it shall have a right or license to use any Work produced by the independent contractor in the course of performance of the contract, in accordance with the parties' agreement.

IV. Institution's Usage Rights

To the extent that faculty, staff or Institutional Employees retain ownership of Work and Intellectual Property according to this Policy, The Art Institute of Las Vegas shall have a permanent, non-exclusive, worldwide, royalty free right and license to make educational use of such Work and Intellectual Property, including the right to use, reproduce, distribute, display, perform and modify (i.e. create derivative works) such Work and Intellectual Property in all forms and media now known or hereafter existing in connection with its curriculum, courses of instruction and educational programs, and any related accreditation or promotion of The Art Institute of Las Vegas . Where practicable, The Art Institute of Las Vegas will use best efforts to cite the creator of the Work if The Art Institute of Las Vegas exercises such usage rights.

V. Institution's Marks

Intellectual Property comprised of or associated with The Art Institute of Las Vegas 's Trademarks and Service Marks, including but not limited to its name, logos, slogans, insignia, and other symbols of identity (collectively the "Marks") belongs exclusively to The Art Institute of Las Vegas and/or its affiliates. This Policy is designed to protect the reputation of The Art Institute of Las Vegas and its affiliates, and to prevent the illegal or unapproved use of The Art Institute of Las Vegas's Marks.

No Institution Mark may be used without the prior, written authorization of the appropriate authorities of The Art Institute of Las Vegas. However, faculty, staff, and Students may identify their status or professional affiliation with The Art Institute of Las Vegas as appropriate, but any use of The Art Institute of Las Vegas 's Marks in this regard must avoid any confusing, misleading or false impression of affiliation with, or sponsorship or endorsement by, The Art Institute of Las Vegas . No products or services may be marked, offered, sold, promoted or distributed with or under The Art Institute

of Las Vegas's Marks without The Art Institute of Las Vegas's prior written permission and compliance with the licensing policies of The Art Institute of Las Vegas. All requests for use of Institution Marks must be submitted in writing to an officer designated by the President. The designated Institution officer retains information concerning what marks, names, logos, symbols, insignias, and related words, phrases, and images currently comprise The Art Institute of Las Vegas's Marks.

VI. Substantial Use of Institution Resources

Although "Substantial Institutional Resources" is defined (see Section II. Terminology), it is acknowledged that such resources and their use may change over time, with changes in technology, physical infrastructure of The Art Institute of Las Vegas, modes of employment, etc. Therefore, this Policy allows the Academic Policy Advisory Committee to review the definition of "substantial use" from time to time and implement any changes or clarification to the definitions which The Art Institute of Las Vegas deems necessary in order to establish an appropriate standard.

VII. Review Scheme

Questions concerning this Intellectual Property Policy should be addressed to the Dean of Academic Affairs.

VIII. Reservation of Rights

The Art Institute of Las Vegas reserves the right at any time in its sole discretion to modify and/or make changes to the Policy as advisable or appropriate. The Art Institute of Las Vegas agrees, however, that it will endeavor to notify the entire Institution community through both print and electronic means of its intention to make modifications and/or changes to the Policy at least 30 working days prior to their enactment.

IX. Effective Date

This Policy supersedes any preexisting Intellectual Property policy of The Art Institute of Las Vegas and will remain in effect until modified or revoked by The Art Institute of Las Vegas. This Policy will be binding on all parties who create Intellectual Property after the effective date, and this Policy and other agreements that represent modifications to this Policy shall remain binding on such creators even after their relationship with The Art Institute of Las Vegas changes or terminates.

X. Governing Law

This Policy shall be governed by and interpreted under applicable federal laws pertaining to intellectual property and applicable state law, without regard to choice of law provisions.

Effective Date: January 26, 2012

Addition of the Retaking Coursework Policy – The following Retaking Coursework Policy should be added to the catalog.

RETAKING COURSEWORK POLICY

Effective July 1, 2011, the Department of Education amended the full-time enrollment status definition for programs at term-based institutions. In a standard term-based program, students who retake previously completed coursework are considered eligible for additional Title IV assistance, even if the students will not receive credit for that coursework in addition to credits already received. To comply with this provision and to assist students with managing appropriate FSA loan balances, EDMC has implemented the following policy on retaking coursework for standard term and non-term based programs.

Standard Term-based Programs

Students enrolled in standard term-based programs will receive Title IV funds for unlimited retakes of failed courses and withdrawn courses with no credits earned as long as the student is meeting the satisfactory academic progress (SAP) standards. Although there is no limit on how many times students can repeat failed or withdrawn courses for FSA purposes, some EDMC's Educational Systems have limitations on how many times students can retake failed courses before they are dismissed from the institution. Please refer to the school's SAP Policy.

For standard term-based programs, EDMC's policy will allow financial aid to cover a *single repetition* of a previously successfully passed course subject to certain conditions. Students who earned credit(s) may receive Title IV funds for one retake of any previously passed course only if they meet one of the following conditions:

- Specific State or Accreditation regulations require a student to retake a course which was previously successfully passed within a given time period of graduation.
- Required as part of an academic plan if a student has successfully appealed a Satisfactory Academic Progress (SAP) termination.
- For students who need a specific grade or G.P.A. to practice upon graduation.

The student must have *completed* the course for it to be considered a repetition under this policy. Because only one repetition of a previously passed course may be included in the a student's enrollment status for purposes of Title IV aid, if the student failed the repeated course, the student is not eligible for an additional retake because the student is considered to have completed the course.

Non-term Based Programs

Student's coursework is divided into payment periods based the credit hours and weeks of instructional time in the program or the academic year, whichever is less. A student must successfully complete the credit hours and instructional weeks in a payment period, or withdrawal, in order to advance to the next payment period and academic year. Students who fail or withdrawal from a course will not earn credits for the payment period and academic year. Students who successfully completed a course (earned credits) and wish to repeat the course to earn a better grade or G.P.A., the course attempted and earned credits will not be included in the payment period and academic year credits requirement. Students may only use FSA funds to cover such repeated courses to the extent excess funds are available in the academic year.

Effective Date: January 2012

Revision to the Policy – The Arbitration Policy found on page 75 of the catalog is replaced with the following:

Arbitration

Every student and The Art Institute of Las Vegas agrees that any dispute or claim between the student and The Art Institute of Las Vegas (or any company affiliated with The Art Institute of Las Vegas, or any of its officers, directors, trustees, employees or agents) arising out of or relating to a student's enrollment or attendance at The Art Institute of Las Vegas whether such dispute arises before, during, or after the student's attendance and whether the dispute is based on contract, tort, statute, or otherwise, shall be, at the student's or The Art Institute of Las Vegas's election, submitted to and resolved by individual binding arbitration pursuant to the terms described herein. This policy, however, is not intended to modify a student's right, if any, to file a grievance with any state educational licensing agency.

Either party may elect to pursue arbitration upon written notice to the other party. Such notice must describe the nature of the controversy and the remedy sought. If a party elects to pursue arbitration, it should initiate such proceedings with JAMS, which will serve as the arbitration administrator pursuant to its rules of procedure. JAMS can be contacted as follows: JAMS, 45 Broadway, 28th Floor, New York, NY, 10006, www.jamsadr.com, 800-352-5267. This provision does not preclude the parties from mutually agreeing to an alternate arbitration forum or administrator in a particular circumstance. If either party wishes to propose such an alternate forum or administrator, it should do within twenty (20) days of its receipt of the other party's intent to arbitrate.

The Art Institute of Las Vegas agrees that it will not elect to arbitrate any undividable claim of less than the relevant jurisdictional threshold that a student may 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 a student's claim exceeds than the relevant jurisdictional threshold The Art Institute of Las Vegas reserves the right to elect arbitration and, if it does so, each student agrees that the matter will be resolved by binding arbitration pursuant to the terms of this Section.

IF EITHER A STUDENT OR The Art Institute of Las Vegas 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, A STUDENT 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 A STUDENT OR The Art Institute of Las Vegas 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 a student 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 the student resides. Upon a student's written request, The Art Institute of Las Vegas 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 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 a student's relationship with The Art Institute of Las Vegas.

Effective Date: January 1, 2012

Revision to the Undergraduate Satisfactory Academic Policy – The Undergraduate Satisfactory Academic Policy found on page 70 of the catalog is replaced with the following:

Undergraduate Satisfactory Academic Progress (SAP) Policy

The Satisfactory Academic Progress Policy ensures that all students enrolled in certificate, diploma, and undergraduate degree programs are maintaining satisfactory academic progress towards a successful completion of their academic programs. The criteria and standards contained in this policy are set to recognize exemplary academic achievements or to detect problems for which actions of early intervention and/or remediation can be taken. The Satisfactory Academic Progress Policy complies with requirements of accrediting commission(s) along with federal regulatory guidelines.

A student must demonstrate satisfactory academic progress by successfully completing courses attempted. Completing courses with C or better grades indicates academic progress. Receiving D or lower grades and/or withdrawing from classes may put students at risk. Poor academic performance may lead to Academic/Financial Warning and/or Academic/Financial Aid Dismissal. It is very important that students attend all registered courses and complete them successfully. Should a compelling reason arise that requires a student to cease attendance, it is the student's responsibility to immediately contact the Dean/Vice President of Academic Affairs or Registrar's Office.

The following criteria are used to determine whether or not a student is making satisfactory academic progress. A student must be able to:

- Maintain a minimum cumulative grade point average (CGPA);
- Achieve the minimum incremental completion rate (ICR); and
- Complete the program within a maximum allowable timeframe (MTF).

Students who fail to meet the minimum standards of any of the above criteria will be notified by letter by the Dean/Vice President of Academic Affairs or Campus Registrar within four (4) business days of determination.

Administrative actions will be taken when a student fails to meet the minimum standards of any of the above criteria. If the resulting action results in Academic/Financial Aid Dismissal, a student may appeal the Academic/Financial Aid Dismissal. If the appeal is denied, the student will remain dismissed and can no longer attend or receive Title IV aid at The Art Institute of Las Vegas.

The Satisfactory Academic Progress Policy contains the following information

- Criteria for Honors Designations
- Milestones and Evaluation Points for Satisfactory Academic Progress
 - Academic/Financial Aid Warning

- Procedure for Appealing Academic/Financial Aid Dismissal
- Procedure to Apply for Re-Entry after Academic/Financial Aid Dismissal
 - Academic/Financial Aid Probation and an Academic Plan
- Explanations of Related Issues
 - The Metrics of SAP
 - Student Status Changes and SAP

Failure to complete courses successfully for any reason may negatively affect satisfactory academic progress. Failing courses or withdrawing from courses could result in the loss of financial aid and academic dismissal. In order for a student to graduate, the minimum requirements are a CGPA of 2.0, 66.67% ICR, and completion of the program without attempting more than 150% of the credits in the program.

While the terms Academic/Financial Aid Warning, Academic/Financial Aid Dismissal, and Academic/Financial Aid Probation are used, the status applies to all students whether receiving aid or not.

The Art Institute of Las Vegas has the right to modify the Satisfactory Academic Progress Policy at any time.

Criteria for Honors Designations

To promote academic excellence and to recognize exemplary academic achievement, the following system is recommended for honor designations on a quarter basis and upon graduation.

Quarter Honors Designations (at the completion of a quarter)

Any student who enrolls for and completes 12 credits or more is eligible for the following designations:

Quarter GPA Honors Designation

4.0	President's Honor List
3.7-3.99	Dean's Honor List
3.5-3.69	Honor Roll

Honors Designation at Graduation

Students who achieve a CGPA of 3.5 or better are designated as Honor Graduates.

Transitional Studies courses are not considered when evaluating honors designations.

Milestones and Evaluation Points for Satisfactory Academic Progress

Compliance with the Satisfactory Academic Progress Policy is reviewed every quarter for all Certificate and Diploma programs.

Certificate and Diploma Programs

1. At the end of the first quarter, students must attain a minimum CGPA of 1.0 and an ICR of 33.33%. Anything below these milestones will result in Academic/Financial Aid Warning for one quarter. Students who are only participating in Transitional Studies courses are considered to be maintaining satisfactory academic progress (SAP).
2. At the end of the second quarter, students must attain a minimum CGPA of 1.5 and an ICR of 50.00%. Anything below these milestones will result in Academic/Financial Aid Warning for one quarter unless the student was on Academic/Financial Aid Warning in his or her previous quarter. If the student was on Academic/Financial Aid Warning in the previous quarter, failure to meet these milestones will result in

Academic/Financial Aid Dismissal. Students who are only participating in Transitional Studies courses are considered to be maintaining SAP.

3. At the end of the third quarter, and every quarter thereafter, students must attain a minimum CGPA of 2.0 and an ICR of 66.67%. Anything below these milestones will result in Academic/Financial Aid Warning for one quarter unless the student was on Academic/Financial Aid Warning in his or her previous quarter. If the student was on Academic/Financial Aid Warning in the previous quarter, failure to meet these standards will result in Academic/Financial Aid Dismissal.
4. Students may not attempt more than 150% of the credits in their programs; anything in excess of 150% of the credits will result in Academic/Financial Aid Dismissal. Dismissal for violating the maximum timeframe (MTF) can happen at any time.
5. Students should note that if they are on Academic/Financial Aid Warning, it will be very difficult to meet the minimum requirements of the next evaluation point. Students should consult with their academic advisor concerning their exact requirements.
6. Transitional Studies courses are based on the result of the academic assessment tool. Like any course, students must successfully complete such courses in order to progress in the program. Transitional Studies course credits do not count towards the total number of credits for graduation nor do they count in the CGPA. Additionally, the courses do not count in determining the maximum time frame allowable to earn the certificate or diploma or in the incremental completion rate as attempted credits and, if successful, earned credits.
7. Transitional Studies courses do have credit hours assigned to them for enrollment and tuition charging purposes. While Transitional Studies courses are not included in the CGPA, a student who attempts but does not pass or withdraws from the same Transitional Studies course three times is dismissed and there is no right to appeal the termination.
8. Students on Academic/Financial Aid Warning are considered to be making progress toward meeting satisfactory academic progress and, if otherwise eligible may receive financial aid.
9. The grades, grade point average, cumulative data for all courses a student attempted at The Art Institute of Las Vegas, as well as courses successfully transferred in from prior postsecondary education, are available on the student portal for review. There is also an indication if a student is on Academic/Financial Aid Warning, on Academic/Financial Aid Probation, or on Academic/Financial Aid Dismissal.
10. A student who starts or re-enters at a MID session will have that session count as an entire quarter for SAP purposes.

Certificate/Diploma	Evaluation Point	Milestones (CGPA and ICR)	Required Action
	End of First Quarter	< 1.0 and/or 33.33%	Academic/Financial Aid Warning
	End of Second Quarter	< 1.5 and/or 50.00%	Academic/Financial Aid Warning (if 1 st time)/ Academic/Financial Aid Dismissal (if on Academic/Financial Aid Warning)

	End of Third Quarter and every quarter thereafter	< 2.0 and 66.67%	Academic/Financial Aid Warning (if 1 st time)/ Academic/Financial Aid Dismissal (if on Warning)
	Anything in excess of 150% MTF		Academic/Financial Aid Dismissal

Unless otherwise noted, Academic/Financial Aid Dismissals can be appealed. Please see the Procedure for Appealing Academic/Financial Aid Dismissal below.

Degree Programs

Degree programs are evaluated after a student has attempted three quarters and sixth quarters (including portions of a quarter) during the first six quarters. After the sixth quarter, the student is evaluated at the end of each quarter. While grades, GPAs, and Incremental Completion Rates are made available at the end of a student's quarter, they are informational only except at evaluation points. Please note students may be alerted of their progress at any time and may be required to take specific action.

1. At the end of the first academic year (an academic year is three (3) quarters in which courses are attempted in each quarter); students must achieve a minimum CGPA of 1.25 and an ICR of 50.0%. Anything below these milestones will result in Academic/Financial Aid Dismissal.
2. At the end of the second academic year, students must attain a minimum CGPA of 2.0 and an ICR of 66.67%. Anything below these milestones will result in Academic/Financial Aid Dismissal.
3. Starting the quarter after the sixth attempted quarter, and every quarter thereafter, students are evaluated at the end of each quarter and must attain a minimum CGPA of 2.0 and an ICR of 66.67%. Failure to meet these standards will result in Academic/Financial Aid Warning unless the student was on Academic/Financial Aid Warning the previous quarter. If the student was on Academic/Financial Aid Warning in the previous quarter, failure to meet these standards will result in Academic/Financial Aid Dismissal.
4. Students may not attempt more than 150% of the credits in their programs; anything in excess of 150% of the credits will result in Academic/Financial Aid Dismissal. Dismissal for violating the maximum timeframe (MTF) can happen at any time.
5. Placement into Transitional Studies courses are based on the result of the academic assessment tool. Like any course, students must successfully complete such courses in order to progress in the program. Transitional Studies course credits do not count towards the total number of credits for graduation nor do they count in the CGPA. Additionally, the transitional study course(s) do not count in determining the maximum time frame allowable to earn the degree and do not count in the incremental completion rate as attempted credits and, if successful, earned credits. Please note that the student will be dismissed immediately if the student does not successfully complete the same Transitional Study upon a third attempt.
6. Transitional Studies courses do have credit hours assigned to them for enrollment and tuition charging purposes. While Transitional Studies courses are not included in the CGPA, a student who attempts but does not pass or withdraws from the same Transitional Studies course three times is dismissed and there is no right to appeal the dismissal.
7. The grades, grade point average, cumulative data for all courses a student attempted at The Art Institute of Las Vegas, as well as courses successfully transferred in from prior postsecondary education, are available on the student portal for review. There is also an indication if a student is on Academic/Financial Aid Warning, on Academic/Financial Aid Probation or on Academic/Financial Aid Dismissal.

8. For Degree programs, compliance with SAP is reviewed every academic year during a student’s first two years and then quarterly thereafter. A student who starts or re-enters at a MID session will have that session count as an entire quarter for SAP purposes.

Degree Programs	Evaluation Point	Milestones (CGPA and ICR)	Required Action
	End of First Academic Year	< 1.25 and 50%	Academic/ Financial Aid Dismissal
	End of Second Academic Year	< 2.0 and/or 66.67%	Academic / Financial Aid Dismissal
	End of Seventh Quarter and Thereafter	< 2.0 and/or 66.67%	Academic/Financial Aid Warning (if 1 st time)/ Academic/Financial Aid Dismissal (if on Academic/Financial Aid Warning)
	At any time in excess of 150% MTF		Academic/Financial Aid Dismissal

Unless otherwise noted, Academic/Financial Aid Dismissals can be appealed. Please see the Procedure for Appealing Academic/Financial Aid Dismissal below.

A student enrolled in Transitional Studies courses must be able to pass the same Transitional Studies course after three attempts or that student will be placed on Academic/Financial Aid Dismissal.

If the review of a student’s satisfactory academic progress performed at any time indicates that it is mathematically impossible to meet the minimum requirements of the Satisfactory Academic Progress Policy at the next mandatory check point, the student will result in Academic/Financial Aid Dismissal from The Art Institute of Las Vegas.

To be removed from Academic/Financial Aid Warning or Academic/Financial Aid Probation, a student must meet the satisfactory academic progress requirements at the applicable measuring point.

Procedure for Appealing Academic/Financial Aid Dismissal

A student who is dismissed for violating satisfactory academic progress must appeal in writing to the Dean/Vice President of Academic Affairs for re-entry before the start of the quarter in which he/she wishes to return. The written appeal must state the mitigating circumstances that contributed to the dismissal. The written appeal must be supported with appropriate documentation of the mitigating circumstances with an explanation on how the circumstances have been remedied or changed to ensure that he/she will be able to meet satisfactory academic progress if re-admitted.

The Dean/Vice President of Academic Affairs or an Appeals Committee will review the student’s appeal and will determine within 14 business days of the date of the receipt of the appeal whether the circumstances and academic status warrant consideration for re-admission. The student may be asked to appear in person during the review process when deemed necessary by the Dean/Vice President of Academic Affairs or the Appeals Committee. Upon the decision, the student will be notified by the Dean/Vice President of Academic Affairs both verbally and in writing. The decision will be final.

Following is a comprehensive list of events that indicate there may be a mitigating circumstance which has negatively impacted satisfactory academic progress:

- Death of an immediate family member

- Student illness requiring hospitalization (this includes mental health issues)
- Illness of an immediate family member where the student is the primary caretaker
- Illness of an immediate family member where the family member is the primary financial support
- Abusive relationships
- Divorce proceedings
- Previously undocumented disability
- Work-related transfer during the period
- Change in work schedule during the period
- Natural disaster
- Family emergency
- Financial hardship such as foreclosure or eviction
- Loss of transportation where there are no alternative means of transportation
- Documentation from a professional counselor
- A doctor documented illness of the student for a significant period of time
- Military deployment

A student who is successful in his or her appeal is able to apply for re-entry and if otherwise eligible, receive financial aid; however, the student will be placed on Academic/Financial Aid Probation at the start of the academic quarter. A student on Academic/Financial Aid Probation may receive financial aid (if otherwise eligible).

The Dean/Vice President of Academic Affairs is responsible for determining the appropriateness of the mitigating circumstance in regards to severity, timing and duration of the mitigating circumstance, and the student's ability to avoid the circumstance. Any consideration of the conditions outside of the list provided should be discussed with The Art Institute Vice President of Academic Affairs. Student life issues and making the transition to college are not considered mitigating circumstances under this policy since students have at least two quarters to adjust to college life.

Documentation from a professional counselor should not breach the student/counselor relationship and should remain confidential. A memorandum or letter on The Art Institute of Las Vegas or organizational letterhead indicating a counselor's opinion that the student issues may be accommodated to ensure that the student will be able to meet satisfactory academic progress will suffice as proof of mitigating circumstances as well as documentation that the student's circumstances have been remedied or changed to ensure that the student will be able to meet satisfactory academic progress with the accommodations from the institution.

If a student's appeal is successful, the student will be placed on Academic/Financial Aid Probation for one quarter. Academic Advisors, Registrars, and/or Academic Department Chairs/Program Directors must document and maintain as part of the appeals process a concrete plan for how a student will complete his/her remaining coursework by the next measurement point as well as how the student's progression will be monitored. The Academic Plan must detail specific time frames and student success measures and cannot be greater than one (1) quarter for certificate or diploma programs but for degree programs may be up to two (2) quarters. The Academic Plan must be reviewed with the student to ensure that designated Academic Plan is being met and the student is on track to achieve the success measures within the approved timeframe. Failure to meet the established goals approved in the appeal will result in Academic/Financial Aid Dismissal.

A student denied an appeal must sit out one year before being eligible to apply for re-entry. Also, any student who ceased attendance and whose grades in the last quarter of attendance caused him/her to not meet the minimum milestones of the Satisfactory Academic Progress Policy must go through the same appeal process. The appeal procedure described in the preceding section applies. The student must demonstrate resolution to any mitigating

circumstances and demonstrate that he/ she will be able to meet satisfactory academic progress if re-admitted.

If the appeal is granted, the re-entering student will be placed on Academic/Financial Aid Probation at the start of his/her quarter of return. The student must meet the milestones of satisfactory academic progress by the end of his/her first quarter if in a diploma program and up to the second quarter if in a degree program (but only if there is a documented Academic Plan between The Art Institute of Las Vegas and the student) to continue in the program. The student may be asked to retake courses previously failed in order to raise both the CPGA and ICR. If a student was initially denied a re-entry appeal and sat out for one year before attempting to re-enter, the student must submit a second appeal for consideration for re-entry. If the second re-entry appeal is denied, no additional appeals may be allowed and the student is permanently Academic/Financial Aid dismissed.

Upon the decision, the student is notified by the Dean/Vice President of Academic Affairs both verbally and in writing. The decision will be final.

Any student who is on Academic/Financial Aid Dismissal can no longer attend The Art Institute of Las Vegas nor get Title IV at The Art Institute of Las Vegas.

Academic/Financial Aid Dismissal Appeals not Allowed

A student who attempts but does not pass the same Transitional Studies course three times is dismissed and there is not a right to appeal the dismissal.

Additional Appeal Procedures

While an appeal can be made for Maximum Time Frame, The Art Institute of Las Vegas and The Art Institute Vice President of Academic Affairs must review the appeal.

If a student who has successfully appealed an Academic/Financial Aid Dismissal is later again dismissed, the student can file one additional appeal as long as the appeal is based on different mitigating circumstances from any previous appeal, the new mitigating circumstance occurred after the previous successful appeal, the student is showing significant satisfactory academic progress and mathematically the student can meet the next SAP evaluation points requirements.

In addition to The Art Institute of Las Vegas's review of the appeal, it must also be reviewed by The Art Institute Vice President of Academic Affairs.

Explanations of Related Issues

Calculation of CGPA

A student's cumulative grade point average is calculated by a) Multiplying credits for each course by grade points associated with the grade earned; b) Totaling the grade points earned for all the courses, and c) Dividing total grade points earned by the total number of quality credits. The Art Institute of Las Vegas uses a 4.0 scale in assigning grade points.

Transitional Studies Courses

Many Art Institutes require academic assessments. Depending on assessment scores, students may be required to take Transitional Studies courses. Students must successfully complete such courses in order to progress in the program. Transitional Studies course credits do not count towards the total number of credits for graduation nor do they count in the CGPA. Additionally, they do not count in determining the maximum timeframe and the incremental completion rate. While Transitional Studies course(s) are not included in the CGPA, each individual Transitional Studies course may be attempted no more than three times. Failure to pass the courses within the attempts permitted will result in dismissal from The Art Institute of Las Vegas and there is no right to appeal the dismissal.

Repeated Courses and Grades

As courses are retaken, only the highest grade will count in the GPA/CGPA. All attempts are included in the credit hours attempted for the purposes of calculating the incremental completion rate (ICR). Withdrawn and failing grades are included in the maximum allowable timeframe and incremental completion rate as credit hours attempted but not earned. The grade *Incomplete (I)* is calculated as if it is an *F* for CGPA and ICR purposes until it is changed to another grade and the course will be included as credits attempted but not credits earned until it is changed to another grade.

Remediation of Academic Deficiencies

It is strongly recommended that any student with withdrawn or failing grades enroll in the same course(s) in the subsequent quarter to improve academic performance.

Transfer Credits from another Postsecondary Institution

Credits from transfer courses are calculated in the maximum allowable credits and incremental completion rate requirements as credits attempted and credits earned.

Grades for credits transferred from any other postsecondary institutions will be recorded as *Transfer Credit (TR)* and will not be calculated in the student's CGPA.

Change of Program

Students will be allowed one change of program. Changing from a day program to an evening program of the same major is not considered a change of program. Changing from an associate's program to a bachelor's program in the same major is not considered a change of program. Courses that apply to the second major will be recorded as earned credit and will affect the student's CGPA and will be included as credits attempted and credits earned. Students who change programs must sign a new program enrollment agreement which must be filed in the student's academic file.

Note: If a student is at the point of dismissal for satisfactory academic progress in the first major, that student must be put on Academic/Financial Aid Dismissal, appeal the dismissal, have the appeal granted based on mitigating circumstances before transferring to the new major. Under no circumstances can a request to change majors circumvent a dismissal of satisfactory academic progress.

In cases in which a student has graduated from one program in The Art Institute of Las Vegas then subsequently begins work in a different program, grades earned in the first program, if applicable to the new program, will be recorded with the letter grades and thus will be included in the Cumulative Grade Point Average and will be included in the Incremental Completion Rate as credits attempted and credits earned.

Transfers from another Art Institute

A student must be maintaining satisfactory academic progress in order to be allowed the opportunity of transferring from one program to another or from one school or campus to another. A student who is on Academic/Financial Aid Dismissal and wishes to transfer to another affiliated Art Institute must appeal his/her Academic/Financial Aid Dismissal at the originating school and receive reinstatement prior to the transfer.

Please note that course credits and applicability of those credits at each Art Institute for a program can vary from location to location. Please carefully discuss any possible transfer with the Art Institute you wish to attend.

Grading System

At the conclusion of each course in the program, the student receives a report of his or her grade(s) for the course(s) just completed. These grades are entered also in the student's academic transcript, which is updated each quarter. The criteria for determining a student's grade shall be as follows (on a percentage of total point basis):

The Metrics of SAP

Academic Grading System

The grading system incorporates letter grades, equivalent numeric values and letter codes as follows:

<u>Letter Grade</u>	<u>Quality Points</u>
A	4.0
A-	3.7
B+	3.4
B	3.0
B-	2.7
C+	2.4
C	2.0
C-	1.7
D+	1.4
D	1.0
F	0.0 *

*F does compute in GPA and CGPA and does count as credit attempted.

Other Grade Codes worth Zero Quality Points

CR = Credit through examination	Credits Earned/TR grade. This does not affect CGPA. They do impact ICR and MTF.
I = Incomplete	Affects ICR/MTF/CGPA(Computes as an F)
S = Suspension	Affects ICR/MTF/CGPA (Computes as an F).
NP = Not passing/Fail	Does not affect ICR/CGPA. This grade designation is utilized to indicate that a student did not acceptably complete a non credited course.
P = Proficiency Credit by Exam or Portfolio	This does not affect CGPA. They do impact ICR and MTF.
PA = Pass	This grade designation is utilized to indicate that a student acceptably completed a non credited course. Does not affect ICR/MTF/CGPA.
SP or SA = Satisfactory/Pass	This grade designation is utilized to indicate that a student acceptably completed a non credited course. Does not affect ICR/MTF/CGPA.
T = Termination from course	Affects ICR/MTF/CGPA (Computes as an F)

TR = External Transfer Credit	Grade designation utilize for transfer credits. This does not affect CGPA. They do impact ICR and MTF.
U = Unsatisfactory	Indicates that a student unsuccessfully completed a non-credited course. Does not affect ICR/MTF/CGPA.
WV = Waiver	Commonly used when waiving a transitional course and does not affect ICR/MTF/CGPA
WX = Course was registered for but never attended	Self-explanatory and does not affect ICR/MTF/CGPA

Students, including those enrolled in a mid-quarter start, will receive grades at the end of each quarter. The grade report contains both the grade point average for the quarter (GPA) and cumulative grade point average (CGPA) for the program. When a course is repeated after failure, the grade earned upon repeating the class replaces the original grade in determining the grade point average, though the failing grade will still appear on the transcript.

Repeating Courses

Grades earned in repeated courses will replace grades of 'F', 'W', or 'WF'. Course credits with grades of 'F', 'W', or 'WF' are included in the maximum time frame (MTF) and incremental completion rate (ICR) requirements as credits attempted but not earned. Students with incomplete grades will receive an 'F' if a grade change is not submitted by the end of the second week of the following term. The grade 'I' indicates Incomplete and is calculated as if it is an 'F' until it is changed to another grade and the course will be included as course credits attempted, but not earned. Only if it is part of an Academic Plan may students retake courses in which they received a passing grade in order to improve their CGPA but can retake a course passed only one additional time. Credits from all repeated courses are included as credits attempted. The highest grade earned will be used in the CGPA calculations.

Changed Grade

When a final course grade has been established and recorded in the student record, the grade may not be changed without approval by both the Academic Department Director and the Dean/Vice President of Academic Affairs. Only the final grade (not the original grade/code) will be computed in the grade point average. The final grade is the one that counts in the calculation.

Calculations

The Art Institute of Las Vegas measures and records academic performance by computing the Grade Point Average (GPA) and Cumulative Grade Point Average (CGPA) for each student, using the letter grades, four-point scale and credit-hour values. GPA is the average of grade points a student earns during one quarter. CGPA is the cumulative average of all grade points a student has earned over all quarters at The Art Institute of Las Vegas. Transitional Study courses do not count in this calculation.

Here is an example of how GPA and CGPA are computed: Imagine that a student is taking a total of two courses during one quarter. One course has a four credit hours value and the student earns an A. The second course has a three credit hour value and the student earns a B. Remember, each letter grade carries a grade point value. Grade point values are multiplied by credit hours.

In this example:

$$A = 4 \text{ grade points} \times 4 \text{ credit hours} = 16 \text{ grade points earned}$$

$$B = 3 \text{ grade points} \times 3 \text{ credit hours} = 9 \text{ grade points earned}$$

To compute the GPA, divide the total number of grade points earned for the quarter by the total number of credit hours earned for the quarter.

In this example:

16 grade points + 9 grade points = 25 total grade points

25 grade points earned divided by 7 total hours earned = student's GPA for the quarter, 3.57, which is rounded to 3.6.

A student's CGPA is computed in the same way by dividing the student's total grade points earned from all quarters/semester at The Art Institute of Las Vegas by the student's total credit hours earned from all quarters at The Art Institute of Las Vegas. (The CGPA is calculated by rounding up to the nearest tenth if the last digit is 5 or greater. It is rounded down to the nearest tenth of the last digit if the last digit is less than 5. Example: 1.95 = 2.0, 1.94 = 1.90)

Incremental completion rate is determined as follows (Transitional Study credits do not count in this calculation):

<p>(EARNED CREDITS at the institution + TRANSFER CREDITS Accepted)</p> <hr/> <p>(ATTEMPTED CREDITS at the institution + TRANSFER CREDITS Accepted)</p>
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Only the attempted courses required in the program for which the student is currently enrolled are used in determining the number of MTF credits remaining. Transitional Study courses do not count in this calculation the 150% MTF is determined as follows:

<p>TOTAL CREDITS NEEDED TO GRADUATE FROM THE PROGRAM x 1.5 = TOTAL NUMBER OF CREDITS ALLOWED TO BE ATTEMPTED.</p>

STUDENT STATUS CHANGES AND SAP

Transfer Students

Transfer credits from other post-secondary institutions are calculated in the maximum time frame allowable credits and incremental completion rate requirements. Therefore, the maximum number of attempted credits for a student with transfer credit is still one and one-half times the number of credits required to complete a program for graduation.

Example: If a student transfers in 36 credits to a program consisting of 180 credits, the calculation would be $180 \times 1.5 = 270$ credits. Therefore, the 36 transfer credits would be considered attempted and earned so only 234 more credits could be attempted.

Grades for credits transferred in from any post-secondary institution (including an Art Institute) will be recorded as "TR" in the Student Information System and will not affect the student's CGPA.

Students wishing to transfer from one Art Institute to another may do so only if they are in good standing at the sending school. If the student is transferring to a different institution (as defined by the Department of Education), then he/ she is treated as a student transferring in from an unaffiliated institution. Any student dismissed for violating satisfactory academic progress cannot transfer or be considered a new student (if they had a break in enrollment) at another Art Institute until he/ she has been granted an appeal at the original school and is deemed to be making satisfactory academic progress.

Changes in Program

Unless a second change is specifically approved for the specific student by the Dean/Vice President of Academic Affairs, students are allowed only one change of program and must be making satisfactory academic progress at the time a request is made to change programs.

Courses taken in one program that is applicable to the second program will be transferred with the applicable grade. If the student has taken a course more than once, only the grades transferred to that new program will apply to the second program. All grades earned in the original program that apply to the new program will count towards the SAP CGPA (SGPA). For ICR and 150% purposes only, those courses transferred will apply to the second program will be considered.

In the formulas below, the “CHANGE OF MAJOR” adjustment factor would be those credits from the previous major that we will NOT count in the student’s current major.

Incremental completion rate is determined as follows (Transitional Studies credits do not count in this calculation):

<p>(EARNED CREDITS in the New Program + TRANSFER CREDIT ACCEPTED) minus CHANGE OF MAJOR ADJUSTMENT FACTOR FOR EARNED CREDITS</p> <hr/> <p>(ATTEMPTED CREDITS in the New Program + TRANSFER CREDITS Accepted) minus CHANGE OF MAJOR ADJUSTMENT FACTOR FOR EARNED CREDITS</p>

Only the attempted courses required in the program for which the student is currently enrolled are used in determining the number of MTF credits remaining. The 150% MTF is determined as follows:

<p>TOTAL CREDITS NEEDED in the PROGRAM TO GRADUATE times 1.5 = TOTAL NUMBER OF CREDITS ALLOWED TO BE ATTEMPTED.</p>
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Second Degree

When a student has graduated from The Art Institute in one program, then subsequently begins work in a different program, grades used in the CGPA of the previous program will be applied to the student’s new program CGPA calculation.

Satisfactory Academic Progress for Educational Benefits which are not Title IV Funds

Please note that in order to receive and/or retain certain education benefits from a source other than the Department of Education, it may require a higher cumulative grade point average and/or a higher incremental completion rate. Examples of these education benefits are State Grants, Veterans’ Benefits, Department of Defense (TA) benefits or employee reimbursements. Please check with the Student Financial Service Office for details.

Effective Date: January 9, 2012

Revision to Transfer of Credit Policy – The Transfer Credit Policy found on page 72 of the catalog is replaced with the following:

TRANSFER CREDIT

Contact the office of The Dean of Academic Affairs for all matters related to Transfer Credit and Program Change.

TRANSFER OF CREDIT BETWEEN ART INSTITUTES SCHOOLS

Associate's Degree Graduates to Bachelor's Degree Programs: A serious attempt will be made to ensure that all associate's degree credits earned by graduates of an Art Institutes school will transfer to the corresponding bachelor's degree program within the system. Such graduates will attain upper division status. However, differing state and accrediting regulations may require additional courses at the associate's degree level. If the associate's degree transferred by the graduate has been updated with the addition of new competencies, the Dean of Academic Affairs has the discretionary authority to add a course(s) at the associate's degree level.

Associate's degree credits earned by graduates of an Art Institutes school for which there is no corresponding bachelor's degree program, will be evaluated on a course-by-course basis for applicability to the new program of study. Only those courses and credits required for graduation in the new program of study will be accepted. All conditions in the following associate's degree credits to associate's degree credits to associate's/bachelor's degree program procedure apply.

Allowable Total Transfer of Credit

Students must earn a minimum of 50 percent of the total program credits required for graduation in residency. Therefore, students may only be granted a maximum of 50 percent of the total program credits required for graduation through transfer credit earned at an outside institution, including other Art Institutes campuses. Due to regulatory considerations, at some Art Institutes schools, the minimum percentage of total program credits that must be earned in residency may vary from the standard above.

Transcripts

Official Transcripts must be sent to the Admissions Office of the admitting Art Institutes school prior to the class start. Transcripts submitted after the student's first quarter of attendance at The Art Institutes school may be considered for transfer credit, at the discretion of the Dean of Academic Affairs.

Associate's Degree Credits to Associate's/Bachelor's Degree Program:

Associate's degree credits, with a grade of "C" or better, from an Art Institutes school, earned by students who do not hold an associate's degree, will transfer to the same program at the associate's degree or bachelor's degree level. Differing state and accrediting regulations may require additional courses at the associate's degree level.

If the associate degree transferred by the student has been updated with the addition of new competencies, the Dean of Academic Affairs has the discretionary authority to add a course(s) at the associate's degree level and/or bachelor's degree level.

Transcripts

Official transcripts must be sent to the Admissions Office of the admitting Art Institute school prior to the class start. Transcripts submitted after the student's first quarter of attendance at an Art Institutes school may be considered for transfer credit, at the discretion of the Dean of Academic Affairs.

Course Descriptions

The official descriptions of the courses submitted for transfer credit must be comparable to the coursework at an Art Institutes school. Official course descriptions from the sending college or a college catalog will be used to determine comparability and must be received prior to the class start.

Level of Transfer Credits

Only college-level credits (100 level course or equivalent) taken at an accredited institution of higher education will be considered for transfer. No remedial courses will be considered.

Grades of Transfer Credits

Only courses with earned graded of "C" (2.0) or better will be considered for transfer Credit.

Course Prerequisites and Sequence of Courses

Course Prerequisites and course sequences are to be observed to assure appropriate student skill development.

Proficiency Credit

Official documents (CLEP or AP scores) related to transfer or proficiency credit must be received by an Art Institutes school prior to the class start. No more than 25 percent of program credits will be considered for any type of proficiency credit.

Class Proficiency Test

Requests for testing out of specific classes approved by the Institute must be made through the Department Director prior to the class start. No more than 25 percent of program credits will be considered for any type of proficiency credit.

Portfolio Review

Requests for portfolio review, and/or relevant work experience documented by appropriate samples of work outcomes, references, and verification of employment must be received prior to the class start.

Allowable Total Transfer of Credit

Students must earn a minimum of 50 percent of the total program credits required for graduation in residency. Therefore, students may only be granted a maximum of 50 percent of the total program credits required for graduation through transfer credit earned at an outside institution, including other Art Institutes campuses. Due to regulatory considerations, at some Art Institutes schools, the minimum percentage of total program credits that must be earned in residency may vary from the standard above.

TRANSFER OF DEGREES AND COURSE CREDIT FROM COLLEGES AND UNIVERSITIES BEFORE MATRICULATION AT AN ART INSTUTES SCHOOL

Transcripts

Official transcripts must be sent to the Admissions Office of the admitting Art Institutes school prior to the class start. Transcripts submitted after the student's first quarter of attendance at an Art Institutes school may be considered for transfer credit, at the discretion of the Dean of Academic Affairs.

Course Descriptions

The official descriptions of the courses submitted for transfer credit must be comparable to the coursework at an Art Institutes school. Official course descriptions from the sending college or a college catalog will be used to determine comparability and must be received prior to the class start.

Level of Transfer Credits

Only college-level credits (100 level course or equivalent) taken at an accredited institution of higher education will be considered for transfer. No remedial courses will be considered.

Grades of Transfer Credits

Courses with earned graded of “C” (2.0) or better will be considered for transfer credit.

Course Prerequisites and Sequence of Courses

Course prerequisites and course sequences are to be observed to assure appropriate student skill development

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Official documents (CLEP or AP scores) related to transfer or proficiency credit must be received by an Art Institutes school prior to the class start. No more than 25 percent of program credits will be considered for any type of proficiency credit.

Class Proficiency Test

Requests for testing out of specific classes approved by the Institute must be made through the department Director prior to the class start. No more than 25 percent credits will be considered for any type of proficiency credit.

Allowable Total Transfer of Credit

Students must earn a minimum of 50 percent of the total program credits required for graduation in residency. Therefore, students may only be granted a maximum of 50 percent of the total program credits required for graduation through transfer credit earned at an outside institution, including other Art Institutes campuses. Due to regulatory considerations, at some Art Institutes schools, the minimum percentage of total program credits that must be earned in residency may vary from the standard above.

Portfolio Review

Requests for portfolio review, and/or relevant work experience documented by appropriate samples of work outcomes, references, and verification of employment must be received prior to the class start.

TRANSFER CREDIT AFTER MATRICULATION (CONCURRENT ENROLLMENT OR RE-ENTRY TO THE INSTITUTIONAL) AT AN ART INSTITUTES SCHOOL

NOTE: Transfer credit after matriculation must be completed prior to the student’s final term of study.

Concurrent Enrollment: Requests for transfer of credit from accredited institutions of higher education, for a course taken concurrently with an Art Institutes school full-time schedule, after a student’s matriculation at an Art Institutes school may be made to the Dean of Academic Affairs. Transfer Credit may be awarded if all other criteria for transfer of credit are met, and if the institution permits concurrent enrollment.

Approval Needed

Requests for concurrent enrollment in a course at another college or university while the student is on full-time status at an Art Institutes school (according to the US Department of Education's definition of the term) must be approved by the General Education Director, the Department Director, or the Dean of Academic Affairs prior to enrollment in the course.

Full-time Status

The student must be enrolled full-time at an Art Institutes school at all times during the concurrent enrollment at another college or university.

One Course Limit

Only one course per quarter in concurrent enrollment will be accepted.

Grading

The concurrent enrollment course must be passed with a grade of "C" or better. The student's record at the Art Institute of Las Vegas will reflect a "TR" grade. The grade will not be factored into the GPA or the CGPA.

Completion Deadline

Credit will be awarded for the course when documentation is produced that the course was successfully completed.

Allowable Total Transfer of Credit

Students must earn a minimum of 50 percent of the total program credits required for graduation in residency. Therefore, students may only be granted a maximum of 50 percent of the total program credits required for graduation through transfer credit earned at an outside institution, including other Art Institutes campuses. Due to regulatory considerations, at some Art Institutes schools, the minimum percentage of total program credits that must be earned in residency may vary from the standard above.

Transcripts

Official Transcripts must be sent to the Dean of Academic Affairs upon successful completion of the concurrent enrollment course.

Transfer Credit Upon Re-Entry to the Institution: Requests for transfer of credit from accredited institutions of higher education, for a course taken while a student was not in attendance at an Art Institutes school, but after a student's initial matriculation at the school may be made to the Dean of Academic Affairs. Transfer Credit may be awarded if all other criteria for transfer of credit are met.

Grading:

The course(s) must be passed with a grade of "C" or better. The student's record at an Art Institutes school will reflect a "TR" grade. The grade will not be factored into the GPA or the CGPA.

CHANGE OF PROGRAM WITHIN AN ART INSTITUTES SCHOOL

A student petitioning to transfer from one program to another within The Art Institute of Las Vegas must obtain approval from the Department Director of the department from which the student is transferring. The student's coursework and earned credits will be reviewed for applicability to the new program. Only those credits required for graduation in the new program will be transferred to the new program and counted toward graduation. Only one change of program is allowed per student.

TRANSFERABILITY OF CREDIT TO OTHER INSTITUTIONS

The Art Institute of Las Vegas is accredited by the Accrediting Council for Independent Colleges and Schools to award diplomas, associate's degrees, and bachelor's degrees. The Accrediting Council for Independent Colleges and Schools is listed as a nationally recognized accrediting agency by the United States Department of Education and is recognized by the Council for Higher Education Accreditation. ACICS can be contacted at 750 First Street NE, Suite 980, Washington, D.C. 20002. Telephone: 1.202.336.6780.

The Art Institute of Las Vegas is licensed to operate by the Commission on Postsecondary Education; 3663 East Sunset Road, Suite 202, Las Vegas NV 89120; 1.702.486.7330.

However, the fact that a school is licensed 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, grading, accreditation and licensing.

The goal of the Art Institute of Las Vegas 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 Art Institute of Las Vegas 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 Art Institute of Las Vegas will transfer to another school.

Programs offered by one school within the Art Institutes 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 Institute system, not all of the credits you earn at The Art Institute of Las Vegas may be transferable into the school's program.

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

TRANSFERRING TO ANOTHER ART INSTITUTE

Students wishing to transfer from one Art Institutes school to another may do so only if they are in good standing at the sending school. Any student dismissed for academic progress cannot transfer to another Art Institute school until he or she has been reinstated at the sending school and is deemed to be making satisfactory academic progress.