

**UNDERGRADUATE - ENROLLMENT AGREEMENT**

Name of Student \_\_\_\_\_  
(as it appears on your Social Security card or your passport) (Last Name) (First Name) (Middle Name)

Present Address \_\_\_\_\_  
(Street) (City) (State/Zip/Postal Code)

Home Telephone ( \_\_\_\_\_ ) Cellular Telephone ( \_\_\_\_\_ ) Business ( \_\_\_\_\_ )

Check quarter starting date:

- October 3, 2011
- \*November 10, 2011
- January 9, 2012
- \*February 16, 2012
- April 2, 2012
- \*May 10, 2012
- July 9, 2012
- \*August 16, 2012
- October 1, 2012

\*Midterm session with limited course offerings

Major program in which enrolling & standard program length [please check one]:

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li><input type="checkbox"/> BACHELOR OF ARTS DEGREE IN ADVERTISING<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF SCIENCE DEGREE IN AUDIO PRODUCTION<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN COMPUTER ANIMATION<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN FASHION DESIGN<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF ARTS DEGREE IN FASHION MERCHANDISING<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> ASSOCIATE OF ARTS DEGREE IN ACCESSORY DESIGN<br/>Seven 11-week quarters [77 weeks] [90 credits]</li> <li><input type="checkbox"/> ASSOCIATE OF ARTS DEGREE IN FASHION DESIGN<br/>Seven 11-week quarters [77 weeks] [90 credits]</li> <li><input type="checkbox"/> ASSOCIATE OF ARTS DEGREE IN FASHION MERCHANDISING<br/>Seven 11-week quarters [77 weeks] [90 credits]</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN WEB DESIGN &amp; INTERACTIVE MEDIA<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN DIGITAL FILMMAKING AND VIDEO PRODUCTION<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN GRAPHIC DESIGN<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN PHOTOGRAPHY<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN INTERIOR DESIGN<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN VISUAL ARTS<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> <li><input type="checkbox"/> BACHELOR OF FINE ARTS DEGREE IN VISUAL EFFECTS &amp; MOTION GRAPHICS<br/>Twelve 11-week quarters [132 weeks] [180 credits]</li> </ul> |
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**FINANCIAL INFORMATION** Current schedule of charges is at the following rate per credit hour.\*

	BA 180 Credits ADVERTISING	BS 180 Credits AUDIO PRODUCTION	BFA 180 Credits COMPUTER ANIMATION	BFA 180 Credits FASHION DESIGN	BA 180 Credits FASHION MERCHANDISING	AA 90 Credits ACCESSORY DESIGN	AA 90 Credits FASHION DESIGN	AA 90 Credits FASHION MERCHANDISING	BFA 180 Credits DIGITAL FILMMAKING AND VIDEO PRODUCTION	BFA 180 Credits GRAPHIC DESIGN	BFA 180 Credits GRAPHIC DESIGN (Evening Program)	BFA 180 Credits WEB DESIGN & INTERACTIVE MEDIA	BFA 180 Credits PHOTOGRAPHY	BFA 180 Credits INTERIOR DESIGN	BFA 180 Credits VISUAL ARTS	BFA 180 Credits VISUAL EFFECTS & MOTION GRAPHICS
Tuition per credit	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489	\$489
Application Fee 1	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Enrollment Fee 1	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100
Starting Kit 2, 3	\$288	\$1,060	\$288	\$725	\$345	\$660	\$725	\$345	\$1,010	\$288	\$288	\$288	\$442	\$288	\$288	\$288
Digital Resource Fee 4	\$2750	\$2800	\$2750	\$2750	\$2700	\$1400	\$1400	\$1400	\$2750	\$2800	\$2750	\$2750	\$2700	\$2800	\$2700	\$2750
Total Tuition & Fees 5	\$91,208	\$92,030	\$91,208	\$91,645	\$91,215	\$46,220	\$46,285	\$45,905	\$89,730	\$91,258	\$91,208	\$91,208	\$91,312	\$91,258	\$91,158	\$91,208

1 The application fee and enrollment fee are paid by new, transfer and international students only.  
 2 Kit prices are in effect through June 2012 and are subject to change. The starting kit is optional but students must have supplies and books to begin class.  
 3 The Bachelor of Fine Arts Degree in Photography requires the use of a Digital Single Lens Reflex Camera which is not included in the standard Starting Supply Kit. The required camera will not be provided for loan by the University to Photography Students. Students may purchase the camera from a vendor of their choice or an optional Starting Supply Kit including the camera is available to students at a cost of \$1,654.00.  
 4 The digital resource fee is \$50.00 per course and includes the cost of the digital textbook as well as other digital resources which are integrated into the course and vary by program. The fee includes all applicable taxes. This estimated fee assumes all courses require a digital resource; however currently not all courses use digital resources. Courses that include digital resources will be noted in the registration material and the fee will be charged automatically in addition to tuition. If a course does not use digital resources, the student remains responsible for purchasing the required text and materials.  
 5 The total cost will increase with each per credit hour tuition increase.

\* There are no charges for verification of student identity for online students.

The average estimated monthly cost of consumable supplies and textbooks by program is as follows:

BA - ADVERTISING \$150	BA - FASHION MERCHANDISING \$150	BFA - WEB & INTERACTIVE MEDIA DESIGN \$150	BFA - INTERIOR DESIGN \$150
BS - AUDIO PRODUCTION \$150	AA - FASHION ACCESSORY DESIGN \$150	BFA - DIGITAL FILMMAKING AND VIDEO PRODUCTION \$50 **	BFA - VISUAL ARTS \$150
BFA - COMPUTER ANIMATION \$150	AA - FASHION DESIGN \$150	BFA - GRAPHIC DESIGN \$150	BFA - VISUAL EFFECTS & MOTION GRAPHICS \$150
BFA - FASHION DESIGN \$150	AA - FASHION MERCHANDISING \$150	BFA - PHOTOGRAPHY \$150	

Please note that the actual costs often occur at the start of the quarter, and are not evenly spread throughout the quarter.  
 \*\* Monthly consumable supplies are included in the \$200 per quarter lab fee.  
 Certain courses may be offered in an online format allowing for participation anytime within a 24 hour time period. In addition to the regular tuition charge.

**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 UNIVERSITY. [SEE REVERSE SIDE FOR REFUND POLICY PRIOR TO MATRICULATION]

Please do not sign this Enrollment Agreement until you have read it in its entirety. You will be given an exact copy of the 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 UNIVERSITY'S CURRENT CATALOG, THE PROVISIONS OF WHICH I ACCEPT. I HAVE READ AND UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, AND I HAVE BEEN GIVEN A COPY OF IT FOR MY RECORDS.

[Parents must also sign if you are under 18 years of age.] I understand that my enrollment and the University's obligations under this Enrollment Agreement [except the cancellation and refund provisions] may be terminated by the University, if I fail to comply with the University's attendance, conduct, academic, and/or financial requirements. I understand that the University also reserves the right to deny my enrollment if the University determines [i] that I have demonstrated poor academic potential as determined through evaluation of transcript records or any other academic evaluations deemed appropriate for the program selected, and/or [ii] that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand that my financial obligation to the University must be paid in full before a diploma or 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 University.

Both sides of this 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 University. I also understand that this Agreement shall not be binding until it is accepted by the University.

THIS CONTRACT OR NOTE IS FOR FUTURE CONSUMER SERVICES AND PUTS ALL ASSIGNEES ON NOTICE OF THE CONSUMER'S RIGHT TO CANCEL UNDER FLORIDA'S FAIR TRADE PRACTICES RULE.

FURTHER FINANCIAL INFORMATION  
 An application fee of \$50 is to be submitted with your application for admission.

An enrollment fee of \$100 is due within 10 days after you have signed this Enrollment Agreement.

The student is 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 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 the student begins classes and the student's program will be calculated using the new rate. Any changes to tuition and fees will be published to students.

The tuition charge shown above is subject to adjustment each academic year. Students are given 90 days notice in the event of an adjustment.

The starting kit [optional] consists of the basic equipment and materials initially required for each program. All costs involved for models, special equipment and supplies. A list of the components of the starting kit is provided to each enrolled student. It is the students' responsibility to obtain all of the components within the starting kit list if they choose not to purchase the starting kit.

INSTALLMENT NOTE & DISCLOSURE STATEMENT  
 If a student elects a Financial Plan, it will be in compliance with the Federal Truth in Lending retail installment requirements. The Financial Plan will become part of the Enrollment Agreement.

NOW, HAVING RECEIVED AND READ 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

\_\_\_\_\_  
Parent's (or Guardian's) signature Date  
[If student is under 18 years of age]

\_\_\_\_\_  
Signature of accepting University official Date

\_\_\_\_\_  
Parent's (or Guardian's) address

\_\_\_\_\_  
Title of accepting University official

See [aiprogams.info](http://aiprogams.info) for program duration, tuition, fees, and other costs, median debt, federal salary data, alumni success, and other important info

**THE APPLICATION PROCESS:** As part of the application process, applicants are required to independently conceive and write an essay of approximately 150 words stating how their education at the University will help them to attain their career goals. Applicants must also present a record of accomplishments in core academic courses as evidenced through transcript grade point average or upon evaluation of GED scores, a review of the results of any nationally-based exams [preferred but not required] such as the SAT or ACT, a personal interview with an admissions representative, and meeting all other admissions requirements stated in this Agreement and in the current academic catalog.

First quarter tuition and fees for new students become due 60 days prior to entry. Thereafter, quarterly tuition for each succeeding quarter is due upon registration, approximately two weeks prior to the end of each academic quarter. A student may not register for any academic quarter of study unless all tuition and fees that are due have been paid, or the student has made arrangements for an approved alternative payment plan of a total of 3 payments or less. Tuition is charged on a quarter-by-quarter basis. Students are not obligated beyond the quarter they are currently attending. Tuition for repeat courses is charged on a per credit basis.

#### ACADEMIC PLACEMENT TESTING

Prior to the beginning of classes, students are placed academically through Accuplacer testing, previous SAT or ACT scores, or advanced standing credit for college-level English and math. Students are assigned to developmental studies courses or to college-level English and mathematics classes based on this academic placement. Students who have questions about academic placement should ask their Academic Advisor or Chair. Students who hold at least an Associate of Arts degree are exempt from Accuplacer testing, as are students who have transferred in credit earned for English Composition I, English Composition II, or College Algebra. International students and all students who have studied outside of the United States educational system and who are not able to submit SAT or ACT scores will be assessed by taking the Accuplacer regardless of the level of the degree they hold outside the U.S.

#### ENGLISH LANGUAGE PROFICIENCY POLICY

All applicants to the University whose first language is not English must demonstrate competence in the English language. Demonstration that English is an applicant's "first" language can be satisfied if the applicant submits a diploma from a secondary school (or above) in a system in which English is the official language of instruction. If English is not the applicant's "first" language, the applicant will need to meet the minimum English Language Proficiency standard through submission of an official minimum score on the written Test of English as a Foreign Language (TOEFL) or its TOEFL Internet (iBT) equivalent. A minimum score of 480 on the written TOEFL or 55 on the TOEFL Internet (iBT) is required for diploma programs. A minimum of 500 on the written TOEFL or 61 on the TOEFL Internet (iBT) is required for all associate and bachelor's level degree programs. A minimum of 550 on the written TOEFL or 79 on the TOEFL Internet (iBT) is required for master's level degree programs.

**HOUSING:** School-sponsored housing costs and associated meal plans are in addition to tuition and a separate agreement is entered into for that purpose. See the housing office for details.

**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. All monies paid by applicants will be refunded if they are not accepted for admission.
2. All monies paid by the applicant will be refunded if requested by the applicant within five business days after signing this Enrollment Agreement and making an initial payment.
3. Applicants requesting cancellation no later than 90 days before the first scheduled class date will receive a refund of all monies paid less the \$50 application fee.
4. Applicants who give less than 90 days' cancellation notice will be entitled to a refund of all monies paid to the University, less a cancellation fee of \$150 [includes application fee.].
5. All monies paid by applicants will be returned, if requested, within three business days after their first visit to the school or within three business days of the regularly scheduled orientation program for their starting quarter, whichever is sooner.
6. 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.
7. The application fee is valid for four consecutive quarters, including the original start date quarter. Students wishing to reapply after four quarters will be required to submit a new application fee.
8. Applicants who postpone starting school after the original start date noted on the Enrollment Agreement are required to reapply and will be subject to the tuition, fees, and other conditions on the revised Enrollment Agreement.

**REFUND POLICY AFTER MATRICULATION, ALL QUARTERS:** In the event of withdrawal from the program by the student or termination by the University during any quarter of study:

1. Prepaid tuition and fees for any period beyond the student's current quarter will be refunded in full.
2. The student may voluntarily withdraw from the University by notifying the Office of the Registrar in person or in writing. If the student stops attending without notifying the Office of the Registrar, the University shall determine the date of withdrawal. This determination date will be considered the notification date for refunding purposes. Refunds due shall be paid within 30 days of the notification date, unless the student is withdrawing at the end of the quarter.
3. Refunds for a student notifying the University prior to the end of a quarter that he/she will be withdrawing at the end of that quarter will be paid within 30 days of the last day of that quarter.
4. Refunds for a student who completes a previous quarter of study and does not notify the university prior to the end of that quarter that he/she will not be returning for the following quarter will be paid within 30 days of the first day of that following quarter 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 University may modify the tuition refund policy as deemed appropriate to the circumstances.
6. A separate lease agreement and refund policy exists for students who lease housing accommodations arranged by the University. The University reserves the right to apply any student payment, or any refund due to a student, to any student financial account that is in arrears.
7. Each academic quarter is 11 weeks in duration. The calculation of refunds is based upon the last day of attendance within the quarter. Any portion of a week's attendance is considered a full week of attendance for refund purposes.
8. In the event the University cancels or changes a course or program of study in such a way that a student who had started the program or course is unable to complete it, the University will refund all monies paid by the student for the course or program within 30 days.
9. Examples of the calculation of the tuition and fee refund policy are available upon request from the student accounting office.
10. Students may drop/add classes during the first week of the quarter or Mid-Term Session and tuition will be adjusted accordingly. Students may not add classes to their schedule after the first week of the quarter. Tuition will not be adjusted for any classes dropped after week one unless the student completely withdraws from the program [see refund policy below].
11. Any changes made to a student's schedule may change the student's financial aid eligibility.
12. The University reserves the right to revise the refund policy. Students will be notified of any changes 60 days in advance of the effective date.

#### REFUND CALCULATIONS

Return of Federal Title IV Aid:

In compliance with Federal regulations, the school will determine how much Federal student financial assistance the student has earned or not earned when a student withdraws from school.

The school will calculate the percentage and amount of awarded Federal student financial assistance that the student has earned if the student withdraws up through the 60 percent point of the term. If the student has completed more than 60 percent of the term, the student earns 100 percent of the Federal student financial assistance.

The amount earned will be based on the percentage of the term that was completed in days up to and including the last date of attendance. To calculate the amount earned, the school will determine the percentage by dividing the number of calendar days completed in the term up to and including the Last date of attendance by the total number of calendar days in the term.

If the student received more than the amount of Federal student financial assistance earned, the difference will be returned to the Federal student financial assistance programs from which funds were received in the following order: Unsubsidized Stafford Loan, Unsubsidized Direct Loan, Subsidized Stafford Loan, Subsidized Direct Loan, Perkins Loan, PLUS Loan, Pell Grant, ACG, SMART, SEOG. Funds will be returned to the aid source within 45 days of the date that the school determines that the student has withdrawn.

If more Federal student financial assistance has been earned than has been received, the student may be eligible for a post-withdrawal disbursement. The school will notify the student of any post-withdrawal disbursement for which the student may be eligible and what steps need to be taken for the Federal financial assistance funds to be received.

If Federal student financial assistance funds need to be returned, the institution must return a portion or all of the unearned funds equal to the lesser of:

- The institutional charges multiplied by the percentage of the unearned Federal student financial assistance funds; or

- The entire amount of unearned funds.

If there are remaining unearned Federal financial aid funds to be returned, the student must return any loan funds that remain to be returned in accordance with the terms and conditions of the promissory note. If the remaining amount of funds to be returned includes grant funds, the student must return any amount of the overpayment that is more than half of the grant funds received. The school will notify the student as to the amount owed and how and where it should be returned.

The Return of Federal Title IV Aid calculation as described above for mid-quarter sessions will apply using the mid-quarter start and end dates. Adjustment of charges: In accordance with school policy, the school will earn tuition and fees as follows; based on the week in which the student withdraws.

Week One .....	10%	For Mid-Term Sessions:	
Weeks Two and Three.....	30%	Week One.....	25%
Weeks Four and Five.....	60%	Week Two.....	50%
After Week Five.....	100%	After Week Two.....	100%

Examples of the calculations for this new policy are available in the Student Accounting office. If starting supply kits, components of the kit, books, or supplies are returned to the supply store in resalable condition within 21 days of withdrawal, a credit will be given. For mid-quarter starts, students who leave school during the first 3 weeks of the midquarter session may return the starting kit and/or individual components of the starting kit in resalable condition within 10 days of the student's last date of attendance of the mid-quarter.

**REFUND POLICY FOR ONLINE CLASS WITHDRAWAL:** Session I of online classes will begin on the regularly scheduled start date of the on ground session. Session I of online classes will end on the Sunday of the sixth week of the quarterly session. Students wishing to take an online class for Session I of a quarter will need to be registered for that class well in advance of the beginning of the session as designated by the online class calendar. Orientation for the class must be completed prior to commencing studies in the online program. Students may withdraw from Session I online classes during regularly scheduled drop/add week of the on ground the session which ends the second Monday of the quarterly session without penalty. Students may opt to move into an equivalent onground offering of the class or not take the class at all. Students transferring to the on ground course will continue to be charged the tuition according to their specific rate and course credits. Students who withdraw from a Session I online class after the drop/add period will forfeit tuition if they remain in school for other course work. Session II of online classes will begin at the start of the sixth week of the regularly scheduled on ground classes. Session II will end on the last day of the regularly scheduled quarterly session of the university. Registration for Session II will end on the last day of the drop/add period for the regular quarterly session of the University. Students who registered for a Session II online class but withdraw prior to the commencement of that class will be entitled to a full refund of tuition for the class provided they remain in school attending other classes. Students who withdraw from an online class but continue with on ground studies will not receive a refund of tuition. Students who withdraw from school during the period of time they are in attendance in an online class will be subject to the refund policy of the University (see Refund Calculations section above). Attendance for online classes is based on meaningful participation in a specified number of days out of a possible 7 days each week. Standard will be 4 of 7 or 5 of 7 and will be clearly stated in the course syllabus. There are no charges for verification of student identity for online students.

#### GENERAL INFORMATION AND UNDERSTANDINGS:

##### INTEREST ON OUTSTANDING BALANCES

The student understands and agrees that he/she 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 a the end of each month. The adjusted outstanding balance is defined as all charges incurred by the student for attendance at the school 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 quarter provided that student and/or the student's parent(s) have completed all the requirements for the award. The student understands and agrees that his/her adjusted outstanding balance is reduced from his/her payment plan and that the student's financial aid award may be deferred or eliminated if the student does not complete all the requirements for financial aid.

**NON-PAYMENT OF CHARGES:** Non-payment of tuition, housing, fees, and/or other charges due to the University will result in you being obligated for additional collection costs, collection agency costs, and legal costs. In addition, we reserve the right to report your failure to pay amounts owed us to one or more national credit bureau organizations and not release your academic transcript until all your debts to us are paid in full.

**FINANCIAL PLAN:** A separate Financial Plan exists which complies with Truth in Lending regulation Z and upon completion becomes part of this agreement.

#### ACCREDITATION AND LICENSURE:

Miami International University of Art & Design and its branch campuses, The Art Institute of Tampa and The Art Institute of Jacksonville, are accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award diplomas and associate, baccalaureate, and master degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404) 679-4500 for questions about the accreditation of Miami International University of Art & Design.

**STUDENT RIGHT TO KNOW:** Information on graduation/completion rates for first-time, full-time students is available through the Admissions Office. Miami International University of Art & Design is authorized under US Federal law to enroll nonimmigrant alien students.

**STUDENT COMPLAINTS:** Questions or concerns regarding the University's compliance with the terms of this Enrollment Agreement may be directed to the Dean of Student Affairs at the University. Questions or concerns that are not satisfactorily resolved by University officials may be brought to the attention of the Executive Director, SBICU, Department of Education, 201 Collins Bldg., Tallahassee, FL 32399.

**ARBITRATION:** Every student and Miami International University of Art and Design agrees that any dispute or claim between the student and Miami International University of Art and Design (or any company affiliated with Miami International University of Art and Design, or any of its officers, directors, trustees, employees or agents) arising out of or relating to a student's enrollment or attendance at Miami International University of Art and Design 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 Miami International University of Art and Design'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, HYPER-LINK "http://www.jamsadr.com" 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.

Miami International University of Art and Design 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 Miami International University of Art and Design 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 MIAMI INTERNATIONAL UNIVERSITY OF ART AND DESIGN 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 [INSERT SCHOOL NAME] 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, Miami International University of Art and Design 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 Miami International University of Art and Design.

#### TRANSFER OF CREDIT TO OTHER INSTITUTIONS

Miami International University of Art & Design and its branch campuses The Art Institute of Tampa and The Art Institute of Jacksonville are accredited by the Commission on Colleges of the Southern Association of Colleges and Schools to award diplomas, associate, baccalaureate, and master degrees. Contact the Commission on Colleges at 1866 Southern Lane, Decatur, Georgia 30033-4097 or call (404)679-4500 for questions about the accreditation of Miami International University of Art & Design.

Miami International University of Art & Design is licensed by the Commission for Independent Education, Florida Department of Education. Additional information regarding this institution may be obtained by contacting the Commission at 325 W. Gaines St., Suite 1414, Tallahassee, FL 32399-0400, toll free number (888) 224-6684.

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, grades, accreditation, and licensing.

The goal of the University 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 University 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 University 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, the 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 University may be transferable into that 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 University credits. We encourage you to make this determination as early as possible. The University does not imply, promise, or guarantee transferability of its credits to any other institution.

**EMPLOYMENT ASSISTANCE:** The University does not guarantee employment or any particular level of compensation prior to or following graduation. The University does, however, offer assistance in finding employment to all graduates at no additional charge. Graduates who confine employment considerations to the metropolitan area served by the University may limit the particular employment opportunities available to them. Employment for graduates who are nonimmigrant aliens (neither US citizens nor legal permanent residents of the United States) is severely limited by US Department of Homeland Security regulations.

**POLICIES AND PROCEDURES:** The student is on a continuing quarter-by-quarter enrollment basis and agrees to comply with all published the University policies and procedures. The University reserves the right to add, delete or modify its policies and procedures.

**STUDENT WITHDRAWAL:** The student may voluntarily withdraw from the University by notifying the registrar's office in writing or in person. The refund policies outlined above shall apply in the event that a student withdraws, is suspended or is terminated from school.

**CLASS SESSIONS:** Classes are in session five days a week, Monday through Friday. Some departments hold classes on Saturdays, as well. Students are scheduled by the University to meet their total weekly hour requirement through a combination of morning, afternoon, evening and weekend classes. The weekly hour requirement is scheduled to be completed in a minimum of three days and a maximum of six days during each week. Individual times and days of attendance vary by department and quarter level and are assigned and generally announced to students in advance of each quarterly start date.

#### CLASS SESSIONS AND TOTAL WEEKLY HOURS BY PROGRAM:

Class Session

- A. 8:00 am - 12:00 pm
- B. 1:00 pm - 5:00 pm
- C. 6:00 pm - 10:00 pm

The University reserves the right to change a student's class session schedule from time to time, according to classroom, studio, shop 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 to enable the student to acquire an understanding of those fundamental principles of such equipment which the student would be expected to encounter in an entry-level position in the field. Such equipment must be shared by students accordingly. The University cannot guarantee student's hands-on usage of such equipment beyond that called for in the curriculum. To complete the requirements of his/her program, the student may have to schedule use of the equipment outside normal class hours.

**HOMEWORK:** In addition to regular attendance at scheduled classes, the student will be required to devote additional time each week outside the classroom to studying and working on assigned projects.

**CURRICULUM:** The University reserves the right to revise course content, course titles and the sequencing of classes, subject to applicable regulatory approval.

**CANCELLATION OF START DATE:** Cancellation of a scheduled class start date for any program shall entitle the enrollee 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 POLICY:

Miami International University of Art and Design does not discriminate or harass on the basis of race, color, national origin, sex, gender, sexual orientation, disability, age, religion, genetic marker, or any other characteristic protected by state, local or federal law, in our programs and activities. When a complaint is reported under the Student Grievance Procedure for Internal Complaints of Discrimination and Harassment that discrimination or harassment is believed to have occurred, Miami International University of Art and Design will promptly and equitably investigate the claim or complaint. The following person has been designated to handle inquiries and coordinate the school's compliance efforts regarding the Non-Discrimination Policy: Dean of Student Affairs, Miami International University of Art & Design, 1501 Biscayne Boulevard, Miami, Florida 33132; phone 305.428.5700.

**SALE, DISCOUNT OR TRANSFER OF AGREEMENT:** The student consents to the sale, discount, or other transfer of this Agreement with the understanding that in such event, the cancellation and refund policies would continue to apply.

#### GRADUATION REQUIREMENTS

To qualify for graduation and receive a degree, all students must complete any graduation clearance process on their campus and:

- Receive passing grades for all required course work.
- Accumulate the total credit requirements for an academic program through course work, transfer credit, or proficiency credit.
- Be in residence at the University during their last quarter of study.
- Achieve a minimum CGPA of 2.0.
- Complete the ETS Proficiency Profile exam (formerly MAPP)
- Complete an Application for Graduation at least one quarter prior to the quarter in which they expect to satisfy degree requirements.
- Earn no more than 75 percent of the total required credits for graduation in the under graduate academic programs through advanced standing credit evaluation, including: credit for testing, portfolio review, articulation or transfer agreements, and/or transfer credit from another institution.
- All students must compile a portfolio of their work, receive a portfolio grade of "C" or higher, and exhibit their portfolio in the University Portfolio Review show. Participation in the portfolio review/show at the end of the final quarter of study is a requirement for graduation from the undergraduate academic programs. Students who do not participate will not receive a final official transcript, nor will a diploma be issued until such time as the student participates in Portfolio Review.
- Satisfy all financial obligations with the University.

Diplomas will not be released unless all financial obligations have been met and the ETS Proficiency Profile exam has been taken.