

ENROLLMENT AGREEMENT

The Art Institute of CaliforniaSM - Orange County

3601 WEST SUNFLOWER AVE., SANTA ANA, CALIFORNIA, 92704

1-714-830-0200 | Toll-Free: 1-888-549-3055 | www.artinstitutes.edu/orangecounty

Student Name _____
(Last Name) (First Name) (Middle)

Address _____
(Street or P.O. Box)

(City) (State) (Zip)

Telephone: (____) _____ **Program:** _____

Start Date: _____ **Admissions Representative:** _____

Check quarter starting date:

July 9, 2007 August 16, 2007 October 1, 2007
 November 8, 2007 January 7, 2008 Other: _____

Program For Which You Are Applying (Check one):

BACHELOR OF SCIENCE DEGREE PROGRAMS:

- Advertising**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2640 hours*)
- Culinary Management**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2585 hours*)
- Game Art & Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)
- Graphic Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)
- Industrial Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)

- Interactive Media Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)
- Interior Design**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2629 hours*)
- Media Arts & Animation**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)
- Visual & Game Programming**
Twelve 11-week quarters
(132 academic weeks, 192 credits, 2618 hours*)

ASSOCIATE OF SCIENCE DEGREE PROGRAMS:

- Culinary Arts**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1705 hours*)
- Graphic Design**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1540 hours*)

- Interactive Media Design**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1540 hours*)

* Students who choose an internship/externship will have additional contract hours

STUDENT'S AGREEMENT

I understand that this Agreement becomes a legally binding document after I sign it and it is accepted by The Art Institute. I understand the total amount for the course of instruction for _____ is \$ _____ (as presented on the Program Cost Addendum) at the per credit rate shown below. However, I also understand that the per credit hour rate will increase at least once per year which will increase the total amount for the program. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the school's cancellation and refund policies have been clearly explained to me and that I received a copy of this Agreement. I agree that I am responsible for this amount. If I get a student loan, I am responsible for repaying the loan amount plus any interest.

Student's Signature _____ **Date** _____ **Signature of Authorized Art Institute Official** _____ **Date** _____

Parent's Signature (If applicant is under 18 years of age) _____ **Date** _____ **Title of Art Institute Official** _____

DISCLOSURE CERTIFICATION

My signature below certifies the school has met all the disclosure requirements of the California Education Code and, for schools receiving federal financial aid funds, all of the requirements for administration of any California financial aid program under the Higher Education Act as amended and regulated.

Signature of Authorized School Official _____ **Date** _____

A Student Financial Plan including a retail installment agreement will be attached to this agreement and is incorporated by reference.

STUDENT COMPLAINTS

Any questions or problems concerning The Art Institute which have not been satisfactorily answered or resolved by the The Art Institute should be directed to The Bureau for Private Postsecondary and Vocational Education, 1625 North Market Boulevard, Suite S-202, Sacramento, CA 95834, (916) 574-7720.

Tuition is charged at \$464.00 per credit (with an average of 16 credits per quarter).

Tuition and fees effective October 1, 2007. Tuition and fees applicable to

The Art Institute's programs are as follows:

	CULINARY	CULINARY	GAME ART	GRAPHIC	GRAPHIC	INDUSTRIAL	INTERACTIVE	INTERACTIVE	INTERIOR	MEDIA ARTS	VISUAL & GAME	
	ADVERTISING	ARTS	MANAGEMENT	& DESIGN	DESIGN	DESIGN	DESIGN	MEDIA DESIGN	MEDIA DESIGN	DESIGN	& ANIMATION	PROGRAMMING
	(Bachelor's)	(Associate's)	(Bachelor's)	(Bachelor's)	(Associate's)	(Bachelor's)	(Bachelor's)	(Associate's)	(Bachelor's)	(Bachelor's)	(Bachelor's)	(Bachelor's)
	(12 Quarters)	(7 Quarters)	(12 Quarters)	(12 Quarters)	(7 Quarters)	(12 Quarters)	(12 Quarters)	(7 Quarters)	(12 Quarters)	(12 Quarters)	(12 Quarters)	(12 Quarters)
Tuition per Quarter (16 credits) ¹	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424	\$7,424
Application Fee ²	50	50	50	50	50	50	50	50	50	50	50	50
Enrollment Fee ²	100	100	100	100	100	100	100	100	100	100	100	100
Activity Fee ³	50	50	50	50	50	50	50	50	50	50	50	50
Culinary Lab Fee per quarter (estimated) ⁴	-	315	315	-	-	-	-	-	-	-	-	-
Annual tuition ^{5,6}	22,272	22,272	22,272	22,272	22,272	22,272	22,272	22,272	22,272	22,272	22,272	22,272
Total Tuition/Fees for Program⁶												
(Min. without Transitional Studies) ⁷	\$89,288	\$54,373	\$93,068	\$89,288	\$52,168	\$89,288	\$89,288	\$52,168	\$89,288	\$89,288	\$89,288	\$89,288
(Max. with Transitional Studies) ⁸	\$92,072	\$57,157	\$95,852	\$92,072	\$54,952	\$92,072	\$92,072	\$54,952	\$92,072	\$92,072	\$92,072	\$92,072
Starting Kit (estimated)	1,210	1,210	1,210	1,210	1,210	1,210	1,185	1,210	1,210	1,130	1,210	1,210

* Does not include credit hour tuition increases that may occur throughout the duration of the program.

- A separate financial plan exists, which complies with the Truth in Lending Regulation Z, and is part of the student's Enrollment Agreement.
- The non-refundable application and enrollment fees are paid by new and transfer students only. Refer to the Cancellation Refund Policy in the "Student's Right to Cancel" section below. Tuition fees effective October 1, 2007.
- The Student Activity Fee: a one time, non-refundable fee of \$50 is in addition to the total cost to support student related activities effective July 1, 2005.
- Culinary lab fee applies to the Culinary Arts and Culinary Management programs. Monthly consumable supplies are included with the \$315 per quarter lab fee. The Culinary lab fee will be treated as part of the tuition for refund purposes. The lab fee is assessed each quarter cooking classes are taken.
- Annual tuition costs are based on an academic year of three quarters and an average of 16 credits per quarter.
- Based on current credit hour rate. Total cost will increase with each credit hour tuition increase.
- Not including starting kit. Total tuition cost based on 112 credit units for associate degree program and 192 credit units for bachelor degree program.
- Transitional Studies courses are in addition to the normal program of study, Transitional Studies charges are based on the current per-credit-hour rate at 3 quarter credits per course. Not including starting kit.

STUDENT'S RIGHT TO CANCEL

You the student have the right to cancel this Agreement, including any equipment or other goods, and services included in the Agreement, and receive a full refund less a cancellation fee of \$100 (includes the non-refundable \$50 application fee and \$50 of the enrollment fee) until midnight of the first day of instruction. Your cancellation takes effect when you give written Notice of Cancellation to The Art Institute at the address above. Please direct the Notice to the attention of the Registrar. Any written expression that you wish not to be bound to the Agreement will serve as a notice of cancellation of the Agreement if provided to The Art Institute within five days of the quarter start. If you mail your Notice of Cancellation to The Art Institute, it becomes effective as of the postmark, if properly addressed with proper postage. If a refund is due, it will be issued within 30 days.

STUDENT ACKNOWLEDGMENTS

I have received and read a copy of The Art Institute'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 Art Institute's obligations under this Enrollment Agreement (except the cancellation and refund provisions) may be terminated by The Art Institute if I fail to comply with The Art Institute's attendance, conduct, academic, and/or financial requirements. I understand that The Art Institute also reserves the right to cancel my enrollment if The Art Institute determines (1) that I have demonstrated poor academic potential (as determined by evaluation of transcript records, or any other academic evaluations deemed appropriate for the program selected), and/or (2) that I do not meet all financial obligations related to enrollment and continuing enrollment. I understand that my financial obligations to The Art Institute must be paid in full before a degree may be awarded and before transcripts will be issued. I accept that, to the extent permitted by law, I am responsible for all reasonable collection agency and attorney fees incurred in attempting to collect my unpaid debt to The Art Institute.

Both sides of the Enrollment Agreement and financial plan, together with the catalog and other published Art Institute policies, procedures, provisions of any attached rider(s) signed by me, student conduct codes, and separate student housing agreement, if any, shall constitute the entire agreement between the student and The Art Institute. 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 Art Institute President.

I also understand that this Agreement constitutes a binding contract upon acceptance by The Art Institute. Any holder of this consumer credit contract is subject to all claims and defenses that the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor. My signature above signifies that I have read and understand all aspects of this agreement and do recognize my legal responsibilities in regard to this contract.

FINANCIAL INFORMATION

Each Art Institute quarter is 11 weeks. The non-refundable Application Fee of \$50 is to be submitted with the Application for Admission. The Enrollment Fee of \$100 is due within 10 days after this Enrollment Agreement is signed. The quarterly tuition and fees charges shown above are subject to adjustment as explained under "Program Pricing".

Special U.S. and overseas trips are voluntary and are not included in regular tuition and fees. The starting kit consists of the basic equipment, texts, and materials required for beginning each program. A list of the components of the starting kit is provided to each enrolled student. In addition to the starting kit, the estimated costs of consumable supplies, textbooks, and equipment by program are as follows:

Advertising, Game Art & Design, Fashion Design, Graphic Design, Media Arts & Animation, Visual & Game Programming
· Supplies: \$60/month · Texts: \$110/month

Culinary Arts, Culinary Management
· Texts: \$110/month

Interior Design, Industrial Design

· Supplies: \$40/month · Texts: \$110/month

Interactive Media Design

· Supplies: \$25/month · Texts: \$110/month

THE APPLICATION PROCESS

As part of the application process, applicants must independently conceive and write an essay of approximately 150 words stating how their education at The Art Institute will help them to attain their career goals. Applicants must also present a record of accomplishment and core academic courses as evidence through high school transcript grade point average or upon evaluation of GED scores or by possessing an Associate Degree or higher from an acceptable postsecondary institution. Successful admission into The Art Institute and a satisfactory program start is dependent on the level of accomplishment exhibited in the essay, all grade point averages, evaluation of GED scores, a review of the results of any nationally-based exams (preferred but not required) such as the TSOAR ACT, a personal interview with an admissions representative, and meeting all other requirements stated in this Agreement. Applicants who have not submitted a transcript or GED scores no later than two weeks prior to their quarter start date will be required to complete the Conditional Class Start Agreement. 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. Students may not register for any academic quarter of study unless all tuition and fees that are due have been paid, or unless students have made arrangements for an approved alternative payment plan. There is a \$25 fee imposed on continuing students for late registration. Tuition is charged on a quarter-by-quarter basis. Students are not obligated beyond the quarter they are currently attending.

TRANSITIONAL STUDIES

The Art Institute of California — Orange County is committed to student success. We recognize that students come with many strengths and skill sets, and to help us determine academic preparation especially in the areas of English and mathematics, we have selected the ACCUPLACER test.

Exceptions to taking the ACCUPLACER test will be granted to:

- Those with transferable college credits in 100-level and above mathematics and/or English courses (grades of "C" or higher).
- Those with scores of 450 or higher in the verbal portion of the SAT and/or 400 or above in the mathematics portion.
- Those with a composite score of 17 or higher on the ACT.
- Those with Advanced Placement (AP) scores of 3 or higher in English and/or mathematics.
- Those with a CLEP score of 50 or greater on the Math or English Composition exam.

To ensure proper placement in English and mathematics courses, entering students are required to take this diagnostic test. Based on the results of the academic placement test, students may be required to take transitional studies courses. The courses included in this program are designed to help build and strengthen the basic foundation skills. To receive the benefits of such a program, students must enroll in the courses in their first year.

Students enrolled in transitional studies classes may be required to take from three to six credits in addition to their normal program of study credit requirements. Students must successfully complete such courses with a grade of "C" or better in order to progress in their program. These credits will increase the total number of credits students must take, and they will not count towards graduation nor do they count in the CGPA.

However, they will be included in determining the maximum timeframe and the incremental completion rate. These credits will be charged at the current per-credit-hour rate.

Transitional studies courses may be individually attempted no more than three (3) times. Failure to do so will result in termination.

PROGRAM DESCRIPTIONS

Advertising - B.S.

The program provides graduates with a foundation in design, copy writing, advertising campaign, marketing, business and life skills needed to develop and sustain a career in advertising and related fields. In this program, students develop the creative and conceptual thinking and group awareness skills to produce design solutions.

Students build upon the art and design foundation to produce ideas and manage and lead imaginative teams. The curriculum focuses upon intensive training in problem solving, group dynamics and advanced technology.

Culinary Arts - A.S.

The objective of the Associate of Science degree program in Culinary Arts is to help students attain an introduction to the theory and practice of hospitality, baking and pastry, catering, the a la carte kitchen, wine and spirits, purchasing, and cost control.

Culinary Management - B.S.

The objective of the baccalaureate program in Culinary Management is to prepare graduates for foodservice related management and supervisory trainee positions. The program provides an opportunity for students to become competent in the identified priorities of the foodservice industry: communication, training, leadership, motivation, management, human resources, technology, accounting, marketing, and customer relations.

Game Art & Design - B.S.

The objective of the Game Art & Design program is to prepare students for entry-level employment in the Game Art field. Students in the Game Art & Design program learn foundation art skills, 3-D modeling, low polygon art, game level design, storytelling, animation, and psychology to help create and design games. 2.5 grade point average is required.

Graphic Design - A.S.

The Associate of Science degree program in Graphic Design has the objective of helping students attain a fundamental grounding in Graphic Design, including an introduction to the theory and practice of print production, electronic publishing techniques, illustration media for advertising, promotion campaigns, and presentation authoring.

Graphic Design - B.S.

The Bachelor of Science degree program in Graphic Design has the objective of helping students expand on theory, practice and process, developing skills in creative problem solving. Their education first establishes a strong foundation in the traditional design and computer skills, then builds advanced competence in the application of those skills. Students learn to couple their creativity with sound business skills necessary for competitive success. They learn to initiate, manage, produce, and deliver effective design concepts.

Industrial Design - B.S.

The Industrial Design Bachelor's Degree Program offers students an educational environment that fosters creativity, innovation and critical thinking. These qualities define form and function of products and systems, balancing the needs of the user with the capabilities of industry. Industrial Design graduates benefit society through their design skills, technical knowledge and aesthetic sensibilities. The program prepares students for career opportunities in a versatile and dynamic profession, providing the tools to compete in a global economy.

Interactive Media Design - A.S.

The Associate of Science degree program in Interactive Media Design has the objective of helping students attain a fundamental grounding in Interactive Media and web page development, including an introduction to the theory and practice of information design, audio and video, image manipulation, interactive telecommunications, and typography for digital media.

Interactive Media Design - B.S.

The Bachelor of Science degree program in Interactive Media Design has the objective of helping students expand on theory, practice and process, developing skills in creative problem solving. Their education first establishes a strong foundation in the traditional design and computer skills, then builds advanced competence in the application of those skills. Students learn to couple their creativity with sound business skills necessary for competitive success. They learn to initiate, manage, produce, and deliver effective design concepts.

Interior Design - B.S.

The objectives of the Bachelor of Science degree program in Interior Design are to enhance quality of life and facilitate human activity. The study of this discipline is best served by combining the broad cultural knowledge and critical-thinking development characteristic of the liberal arts education with emphasis on the unfolding of creative, technological, and design capabilities in order to foster the relationship between knowledge and application, theory and practice.

Media Arts & Animation - B.S.

The objective of the Bachelor of Science degree program in Media Arts & Animation is to help students attain a fundamental grounding in Media Arts & Animation, including an introduction to the theory and practice of characterization, scriptwriting and storyboarding, animation, and three-dimensional modeling.

Visual & Game Programming - B.S.

To develop and design an animated 3D game, it takes the work of both an artist and a technical programmer. The objective of the program is to prepare students to become such technical artist. The technical programmer creates programs/scripts to enable the various movements and interactions of characters and objects. Intensely hands-on, this program combines traditional animation skills with technical skills, and extends the student's ability to modify programs/scripts for 3D graphics animation.

Requirements for Graduation

To be qualified to graduate, a student must:

- Receive a passing grade or credit for all required course work;
- Earn the minimum required credits for the program;
- Achieve a minimum CGPA of not less than 2.0;
- Meet portfolio or other requirements, as outlined in the student handbook;
- Satisfy all financial obligations with The Art Institute.

REFUND POLICY

Refund Policy Prior to Matriculation

Applicants may cancel their enrollment in person or in writing and are entitled to a refund of money paid as described further in this section before the beginning of classes. An applicant not requesting cancellation before the starting date indicated on this Enrollment Agreement will be considered a student.

1. The Art Institute will notify the applicant, in writing, of his/her acceptance/rejection. All monies paid by applicant will be refunded if they are not accepted for admission.
2. All monies paid by the applicant will be refunded if requested by applicant within five business days after signing this Enrollment Agreement.
3. Applicants requesting cancellation more than five business days after signing this Enrollment Agreement but prior to the first day of classes, will receive a refund of all monies paid, less a cancellation fee of \$100 (includes the non-refundable \$50 application fee and \$50 of the enrollment fee).
4. 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.

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.

Student Withdrawal

A student may voluntarily withdraw from The Art Institute by notifying the Office of the Registrar 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 The Art Institute.

Withdrawal Definitions

For the purpose of determining a refund, a student is deemed to have withdrawn from a course of instruction when any of the following occur:

1. The student notifies The Art Institute of withdrawal or of the last date of attendance, whichever is earlier.
2. The Art Institute terminates the student's enrollment as provided in this Enrollment Agreement.
3. The student fails to attend classes for 14 consecutive calendar days. The date used for calculations shall be the last date of recorded attendance or the withdrawal date shall be the date that the student misses the designated days.
4. Refund is made within 30 calendar days of the date of withdrawal as outlined above.

Policy for Online Course Withdrawal

Students who withdraw from Session I or Session II online courses after the drop/add period are treated the same way as if they withdrew from a residential class. Sessions II classes begin the day after the Session I classes end and runs five weeks. The ending date of the second session may not always coincide with the ending date of the on-ground classes.

Return of Federal Title IV Aid:

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

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

Adjustment of charges:

California State Refund Policy – In the case of a total withdrawal from school, The Art Institute will retain tuition and fees on a proportional basis of scheduled class hours up to 60% point in the term. After the 60% point of the term, the student will be charged for 100% of the tuition and fees. See example below.

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

If kits, components of the kit, books, or supplies, are returned to the book store in re-salable condition within 21 days of withdrawal, a credit will be given.

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

Non-Payment of Charges

Non-payment of tuition, housing, fees and/or charges due to The Art Institute of California–Orange County 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 to one or more national credit bureau organizations and not release your academic transcript until all of your debts to us are paid in full.

Cancellation Refund Example (prior to matriculation)

A student enrolls in a 112-quarter unit degree program (which meets for 1,748 clock hours) and pays for just the first quarter (including kit), a cost totaling \$8,784, which covers 262 hours. For this example, we assume the Starting Kit for the program is \$1,210 and the enrollment and application fee is \$150. If the student cancels the Enrollment Agreement on or before the first day of class, the student receives a full refund, including the cost of the Starting Kit, if it is returned in good condition, minus the \$100 cancellation fee (includes the non-refundable \$50 application fee and \$50 of the enrollment fee). The refund amount would be \$8,684.

California Policy - Withdrawal Refund Example

A student enrolls in a 112 quarter credit program. The quarter in which the student enrollment withdraws has a total of 220 hours of study (not including equipment). There are 220 hours of study (clock hours) in the quarter of enrollment (charge period) and the cost per hour is calculated by dividing the total tuition charge by the hours in the quarter of enrollment (charge period) = \$7,424/ 220 = \$33.75 per hour.

From the date the student last attended or The Art Institute determined to be the student's date of withdrawal according to its policy, the refund would be calculated as follows: 112 hours (number of class hours as of withdrawal date) x \$33.75 = \$3,780 (amount The Art Institute can retain). The refund would be calculated as follows: \$7,574 (amount student paid) - \$3,780 amount The Art Institute retains) = \$3,794 (refund) The student in this example is assumed to have paid cash and received no financial aid.

Cancellation of Start Date

Cancellation by The Art Institute of a scheduled class start date for any program shall entitle a student to a cancellation of the Enrollment Agreement with a full refund of all monies paid, including Applications and Enrollment Fees. However, the student can elect to accept instead a guaranteed reservation in the next scheduled class for that program.

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

Handling of Student Complaints

If a student feels that a concern or a complaint has not been adequately resolved using the Student Complaint Procedure described in The Art Institute catalog, the student may direct his/her complaint or concern in writing to the Bureau for Private and Post-secondary and Vocational Education, 1625 North Market Boulevard, Suite S-202, Sacramento, CA 95834. Or you may contact the Accrediting Council of Independent Colleges and Schools, ACICS, 750 First Street NE, Suite 900, Washington, DC, 20002-4241.

Arbitration of Disputes

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

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

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

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

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

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

The above supersedes any inconsistent arbitration provision published in any other document.

Housing

The Art Institute-sponsored housing costs are in addition to tuition and a separate agreement is entered into for that purpose. See Housing Office for details.

Transferability of Credits

The Art Institute of California – Orange County is licensed by the State of California to confer the Bachelor of Science and Associate of Science degrees and accredited by the Accrediting Commission of Independent Colleges and Schools, an accrediting agency recognized by the United States department of Education. 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 always determined by the receiving institution taking into account such factors as course content, grades, accreditation and licensing.

The mission of The Art Institute of California – Orange County 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 California – Orange County 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, credits you earn in our degree programs in most cases will probably not be transferable to any other college or university. For example, if you entered our school as a freshman, you will still be a freshman if you enter another college or university at some time in the future even though you earned credits here at our school. In addition, if you earn a degree, diploma or certificate in our degree programs, in most cases it will probably not serve as a basis for obtaining a higher level degree at another college or university. This statement is provided in accordance with California Private Postsecondary and Vocational Education Reform Act §94817 (b), January 1, 1998.

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

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

Employment Assistance

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

Policies and Procedures

Each student is on a continuing quarter-by-quarter enrollment basis and agrees to comply with all published Art Institute policies and procedures. The Art Institute reserves the right to add, delete, or modify its policies and procedures.

Class Sessions

Classes are in session six (6) days a week, Monday through Saturday. Each student is scheduled by The Art Institute to meet his/her total weekly hour requirement through a combination of morning, afternoon, and evening classes. The weekly hour requirement is scheduled to be completed in a minimum of three (3) days and a maximum of six (6) days during each week. Classes are assigned and generally announced to students in advance of each quarterly start date. The Art Institute will not require an evening student to attend during the day. Days of attendance will vary for students according to their program of study and may change from quarter to quarter. Some classes may be scheduled on Saturdays.

Average attendance is 20 hours a week except Culinary Arts, which meets an average of 22 hours a week.

Class Session Hours

Classes may be scheduled from 7:00 a.m. to 11:00 p.m., Monday through Saturday.

The Art Institute reserves the right to modify the school calendar, curriculum, and class schedules as it deems necessary. When size and curriculum permit, classes may be combined to contribute to the level of interaction among students. From time to time instructional activities may occur at an off-campus location appropriate for the particular activity. Days of attendance will vary for students according to their program of study, and may change from quarter to quarter.

Instructional Equipment

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

Homework

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

Curriculum

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

Non-Discrimination

The Art Institute does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, disability, or any other characteristic protected by state, local or federal law in the administration of any of its educational programs or activities, or with respect to admission or employment. For information on The Art Institute's equal opportunity policy and grievance procedure, please contact the Dean of Education, The Art Institute of California – Orange County, 3601 West Sunflower Ave., Santa Ana, CA 92704, 1-888-549-3055.

English Language Proficiency

The Art Institute of California – Orange County programs are technical in nature. Therefore, all applicants to The Art Institute of California – Orange County 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 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 computer-based equivalent. The minimum written TOEFL score required is 500 for all programs. Applicants should contact the Admissions Office to determine other examinations for which official scores, equivalent to TOEFL, are acceptable as an alternative to TOEFL.

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.

Student's Right To Know

Information on graduation/completion rates, for first-time, full-time students is available through the Admissions Office.

MID-QUARTER SESSION

I. REFUND POLICY AFTER MATRICULATION FOR MID-QUARTER SESSION IS BASED ON APPROXIMATELY 5 WEEKS IN DURATION

II. ADJUSTMENTS OF THE TUITION AND FEE CHARGES

State of California policy:
If a student withdraws from the total program after the first day of instruction, The Art Institute will retain tuition and fees on a proportional basis of scheduled class hours up to the 60% point in the term. After the 60% point of the term, the student will be charged for 100% of the tuition and fees. This calculation is as follows: Tuition and fees for the term divided by the number of classroom hours in the term equals the cost per hour. Number of hours that the student was scheduled to attend to the last date of attendance multiplied by the cost per hour equals the amount of tuition and fees that The Art Institute can retain.

III. KIT RETURN POLICY

Students who leave The Art Institute during the first three weeks of the mid-quarter session may return the starting kit and/or individual components of the starting kit within 10 days of your last date of attendance of the mid-quarter.

IV. INFORMATION IN THE CATALOG OR STUDENT HANDBOOK WILL APPLY EXCEPT FOR THE FOLLOWING CHANGES:

ADD/DROP period is THE FIRST DAY ONLY of the mid-quarter session. If you drop or add one or more class, your financial aid eligibility may change. Please see your Financial Aid Officer before you drop or add a class.

V. RETURN OF TITLE IV FUNDS

The Return of Title IV Calculation as described in the Enrollment Agreement for the mid-quarter session will apply using the mid-quarter start and end dates.

Start Date of Mid Quarter: _____

End Date of Mid Quarter: _____

MID-QUARTER SESSION STUDENT INITIAL _____

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF INSTRUCTION ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS SCHOOL, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE.