

ENROLLMENT AGREEMENT

Ai The Art Institute of CaliforniaSM - Sacramento

2850 GATEWAY OAKS DRIVE, SUITE 100, SACRAMENTO, CA 95833
1-916-830-6320 | Toll-Free: 1-800-477-1957 | www.artinstitutes.edu/sacramento

AAS

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

Address _____
(Street or P.O. Box)

(City) (State) (Zip)

Telephone: (____) _____ Alternative Phone: (____) _____

Student ID Number: _____

Check quarter starting date:

- | | | |
|---|---|--|
| <input type="checkbox"/> SU I: July 13, 2009 | <input type="checkbox"/> FA II: November 12, 2009 | <input type="checkbox"/> SP I: April 5, 2010 |
| <input type="checkbox"/> SU II: August 20, 2009 | <input type="checkbox"/> WI I: January 11, 2010 | <input type="checkbox"/> SP II: May 13, 2010 |
| <input type="checkbox"/> FA I: October 5, 2009 | <input type="checkbox"/> WI II: February 18, 2010 | <input type="checkbox"/> Other _____ |

Program For Which You Are Applying (Check one):

ASSOCIATE OF SCIENCE DEGREE PROGRAMS:

- Culinary Arts**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1540 – 1595 hours)
- Graphic Design**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1540 – 1595 hours)

- Web Design & Interactive Media**
Seven 11-week quarters
(77 academic weeks, 112 credits, 1540 – 1595 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 in the Financial Information Section) at the current per credit hour 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; THAT I HAVE READ BOTH SIDES OF THIS AGREEMENT, AND THAT THE ART INSTITUTE'S CANCELLATION AND REFUND POLICIES HAVE BEEN CLEARLY EXPLAINED TO ME, AND THAT I HAVE RECEIVED A COPY OF THIS AGREEMENT. I AGREE THAT I AM RESPONSIBLE FOR THIS AMOUNT. IF I OBTAIN 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 that The Art Institute has met all the disclosure requirements of Article 6 of The New Private Postsecondary and Vocational Education Reform Act, and, for schools receiving federal financial aid funds, has met 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 this school which have not been satisfactorily answered or resolved by the school 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 \$483 per credit (with an average of 16 credits per quarter).

Current tuition and fees applicable to The Art Institute's programs are as follows:

FINANCIAL INFORMATION

Current Schedule of Charges*

	CULINARY ARTS (Associate's) (7 Quarters)	GRAPHIC DESIGN (Associate's) (7 Quarters)	WEB DESIGN & INTERACTIVE MEDIA (Associate's) (7 Quarters)
Tuition per Quarter (16 Credits)	\$7,728	\$7,728	\$7,728
Application Fee ²	50	50	50
Enrollment Fee ²	100	100	100
Lab Fee ³	315	–	–
Current tuition fees for program ⁴	\$56,451	\$54,096	\$54,096
Starting Kit ⁵	1,350	1,015	1,075
Transitional Studies Charge ⁶	1,449	1,449	1,449
Student Activity Fee ⁷	50	50	50

A separate financial plan exists, which complies with the Truth in Lending Regulation Z, and is part of this agreement.

² Application and Enrollment Fees are paid by new and transfer students only. The \$50 application fee is non-refundable.

³ Culinary Arts & Culinary Management Programs; Monthly consumable supplies included with the \$315 per quarter lab fee. The Culinary lab fee will be treated as part of the tuition for refund purposes. (Lab fee for Culinary Management Program applies only to the first 7 quarters of the program.)

⁴ NOT including Starting Kit or Transitional Studies charges. The tuition cost is based on 112 quarter credits for associate's degree program and 192 quarter credits for bachelor's degree program. The total cost will increase with each per credit hour tuition increase.

⁵ The Kit is optional and the cost shown in the table is estimated.

⁶ 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.

⁷ Student Activity Fee: a one time fee of \$50 in addition to the total tuition costs to support student related activities.

Program Pricing

The student is responsible for tuition and fees pertaining to the program's required course of study. The student can expect an increase in the per credit hour rate at least once a year, which will increase the total amount for the program. The tuition and fees contained in this Enrollment Agreement are subject to change. Any changes to tuition and fees will be published to students as they are made.

The student may assert against the holder of the promissory note s/he signed in order to finance the cost of instruction all of the claims and defenses that the student could assert against this school up to the amount the student has already paid under the promissory note.

BUYER'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 not to exceed \$100) if requested in writing by the applicant within five business days after signing this Agreement or until midnight of the first day of instruction, whichever is later. Your cancellation takes effect when you give written Notice of Cancellation to The Art Institute of California - Sacramento ("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 by this agreement will serve as a Notice of Cancellation of this agreement if provided to The Art Institute within five days of the quarter start date. If you mail your Notice of Cancellation to the Institute, it becomes effective as of the postmark, if properly addressed with proper postage. You are due a complete refund within 30 days after The Art Institute receives a valid Notice of Cancellation.

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 school quarter is 11 weeks. The following **Associate of Science** degree programs are 7 quarters: Culinary Arts, Web Design & Interactive Media, and Graphic Design. 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.

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 average costs of consumable supplies, textbooks and equipment by program are:

Quarterly Supply and Text Cost:

Approximately \$375 - \$840 for all programs.

†Students in the Video Production programs must have access to a video camera. Students in the Graphic Design, Web Design & Interactive Media and Video Production programs must have access to a 35mm camera. Estimated monthly supply cost for these programs includes fees for film and processing

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.

INTEREST ON OUTSTANDING BALANCES

For any student enrolling on or after August 1, 2002, the student understands and agrees that s/he will be liable for interest charges that will be assessed on his/her account balance until the balance is paid in full. Interest will be charged at 12% per annum on the student's adjusted outstanding balance at the end of each month. The adjusted outstanding balance is defined as all charges incurred by the student for attendance at the 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 the student and/or the student's parent(s) have completed all of the requirements for the award. The student understands and agrees that his/her adjusted outstanding balance is different from his/her student payment plan and that the student's financial aid award may be reduced or eliminated if the student does not complete all of the requirements for financial aid.

STUDENT TUITION RECOVERY FUND

California law requires that, upon enrollment, a fee be assessed by the institution in relation to the cost of tuition (New California Education Code §94945). These fees support the Student Tuition Recovery Fund (STRF), a special fund established by the California legislature to reimburse students who might otherwise experience a financial loss as a result of the (a) the closure of the institution; (b) the institution's breach of or anticipatory breach of the agreement for the program of instruction; or (c) a decline in the quality or value of the program or instruction within the 30-day period before the institution's closure. The STRF fund protects only California students and the Institution's participation is mandatory.

Please note that (a) if the student is a recipient of third-party payer tuition and course cost, the student is not eligible for protection under the STRF, and (b) the student is responsible for paying the state assessment amount for the Student Tuition Recovery Fund. A third party payer means any employer, government program or other payer that pays a student's total charges directly to the institution when no separate agreement for the repayment of the payment exists between the third-party payer and the student.

Effective January 1, 2004, the assessment that the institution must collect from each newly enrolled student as a STRF fee is \$2.50 per thousand dollars of tuition paid, regardless of the portion that is prepaid.

(Note: The Bureau of Private Postsecondary and Vocational Education (BPPVE) does not require us to collect from students the Student Tuition Recovery Fund (STRF) for the period of July 1, 2005 through June 30, 2006.)

As a particular in the Student tuition Recovery Fund, The Art Institute is also obligated by California law to collect the name of the source of each loan, if you have one or more governmentally guaranteed or insured loans for tuition purposes outstanding.

Loan No.1: _____

Loan No.2: _____

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 evidenced through high school transcript grade point average or upon evaluation of GED scores by possessing a bachelor's 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 SAT or ACT, a personal interview with an admissions representative and meeting all other requirements stated in this Agreement.

Applicants who submit a California High School Certificate of Proficiency, or an official transcript as proof of their Bachelor's degree, have satisfied the proof of high school graduation requirement and are exempt from additional testing.

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.

Placement in Transitional Studies

The Art Institute is committed to student success. We recognize that students come with various 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. 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. Students must successfully complete such courses in order to progress in their program of study. Transitional Studies course credits do not count toward the total number of credits for graduation nor do they count in the CGPA; however, they do count in determining the maximum time frame and the Incremental Completion Rate (ICR). Transitional Studies courses may be individually attempted no more than three (3) times. Failure to pass the course after three (3) attempts will result in termination.

Exceptions 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 three or higher in English and/or Mathematics.
- Those that have a score of 50 on the CLEP exam in English and/or Mathematics.

TRANSITIONAL STUDIES COURSES

The courses included in this program are designed to help build and strengthen the foundation skills. To receive the benefits of such a program, students must enroll in the courses in their first (1st) year. Students enrolled in Transitional Studies courses may be required to take from three (3) to six (6) credits in addition to their standard 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 of study. These credits will increase the total number of credits students must take, and they will not count toward graduation. However, they will be included in determining the maximum time frame and the ICR. These credits will be charged at the current per credit-hour rate.

PROGRAM DESCRIPTIONS

Each of the following Associate of Science degree programs is offered in seven quarters lasting just two academic years. Each program can be completed in 21 months and includes general education.

Culinary Arts - A.S.

Students attain competencies in basic cooking skills and advanced techniques including international cuisines, a la carte sauces, American regional cuisine, charcuterie, classical cuisine, baking and pastry skills. Practical training complements lectures and is conducted in modern, on-site kitchens. In addition, students develop business skills including kitchen management, purchasing, cost controls, menu design and dining room operations. In addition to lecture formats, students gain hands-on business as well as cooking experience operating "Bistro 31", the Culinary department's fine-dining restaurant which is open to the public. Graduates are prepared for entry-level employment in their field.

Graphic Design - A.S.

Students begin with foundation classes in color theory, design, drawing, typography, and computer skills. The A.S. program focuses on color and composition, visual expression, print production and basic art direction, conceptual thinking and creative problem solving skills. Graphic design students learn both MAC and PC platforms with industry-related software including QuarkXPress and a full range of Adobe products for print, digital, design and production. Graduates are prepared for entry-level employment in their field.

Web Design & Interactive Media - A.S.

Students are introduced to the new field of integrated electronic communications beginning with a foundation in drawing, design, color theory, typography and digital image manipulation. Individual artistic abilities are merged with technological skills as students learn to use 2-D animation, graphics, scripting, sound design and film or video to improve the dissemination of information. Graduates are prepared for entry-level employment in their field.

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 2.0;
- Meet portfolio or other requirements, if applicable, and 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 before the beginning of classes. An applicant not requesting cancellation before the starting date indicated on the Enrollment Agreement will be considered a student.

- The Art Institute will notify the applicant, in writing, of his/her acceptance/ rejection. All monies paid by an applicant, less the non-refundable application fee, will be refunded if the applicant is not accepted for admission.
- All monies, less the non-refundable application fee paid by the applicant, will be refunded if requested by applicant within five business days after signing the Enrollment Agreement and making an initial tuition payment.
- Applicants requesting cancellation more than five business days after signing the Enrollment Agreement (and making an initial tuition payment), 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).
- All tuition and fee monies paid by an applicant, less the non-refundable application fee, will be refunded if requested within three business days after his/her first tour of the school and inspection of equipment or if requested within three business days of the student's attendance at the regularly scheduled orientation program for his/her starting date, whichever is sooner.

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.

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 and enrollment fee), a cost totaling \$8,116, which covers 262 hours. For this example, we assume the Starting Kit for the program is \$720. The student's enrollment fee of \$100 is in addition to the \$7,296 tuition cost, for a total of \$8,116. 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 a \$100 cancellation fee. The refund amount would be \$8,016.

Federal Return to Title IV Aid Policy

A percentage of Federal Title IV Aid will be returned if the student withdraws during the first 60 percent of the quarter. The amount returned will be based on the percentage of days remaining in the quarter. The school 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 percent, 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 percent of the quarter/semester, the student may need to return some of those funds. If the student needs to return funds, the school will notify the student regarding how much is owed, and how it is to be returned.

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

Adjustment of Charges

In accordance with California State policy, the school will earn tuition and fees on a proportional basis, up to the 60 percent point of each quarter. After the 60 percent point of each quarter, the school will earn 100 percent of the charges for that quarter. The school will first calculate how much needs to be returned under the Federal Return Of Title IV aid policy. That amount will then be subtracted from the amount that was paid for the quarter of withdrawal to get the adjusted amount paid. The school will then calculate how much of the charges can be retained based on the State of California policy. The amount that can be retained will be subtracted from the adjusted amount paid. If there are additional Federal funds to be returned, they will be given to the student, or, with the student's permission, to the Federal Loans in this order: Unsubsidized Stafford Loans, Subsidized Stafford Loans, Plus Loans, Perkins Loans. If there is a credit balance remaining after Federal funds are returned, it will be refunded in this order: Unsubsidized Stafford Loan, Subsidized Stafford Loans, Plus Loans, Perkins Loans, other loans, students.

If kits, components of the kit, books, or supplies, are returned to the bookstore 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 school of the withdrawal.

California Refund Policy - All Students

If a student withdraws from the program after the first day of instruction, The Art Institute may retain earned tuition and fees up to the 60 percent point in the quarter. This calculation is as follows: Tuition and fees for the quarter divided by the number of hours in the quarter equals the cost per hour. Number of hours that the student was scheduled to attend multiplied by the cost per hour equals the amount of tuition and fees that The Art Institute can retain

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 school.

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

- Student officially notifies The Art Institute that he/she is withdrawing at that time. The notification date is the date of withdrawal.
- Student officially notifies The Art Institute that he/she is withdrawing at a later date. The later date is the last date of attendance and the date of withdrawal.
- Student does not notify The Art Institute that he/she is withdrawing but stops attending. The date that The Art Institute determines that the student is not attending the current term or is not returning for the next term is the date of withdrawal.
- The Art Institute terminates the student's enrollment in accordance with institutional policies. The termination date is the date of withdrawal. Refund is made within 30 calendar days from the date of withdrawal as described above.

California Policy - Withdrawal Refund Example

A student enrolls in a 112-quarter credit program. The quarter in which the student withdraws has a total of 220 hours of study. The tuition and fees charged for that quarter's hours of study are \$7,296 (not including equipment). The cost per hour is calculated by dividing the total tuition charge by the hours in the quarter of enrollment (charge period) = \$7,296/220 = \$33.16 per hour. From the date the student last attended the refund would be calculated as follows: 75 hours (number of class hours as of withdrawal date) X \$33.16 = \$2,487 (amount the Institute can retain). The refund would be calculated as follows: \$7,296 (amount student paid) - \$2,487 (amount Institute retains) = \$4,809 (refund). The student in this example is assumed to have paid cash and received no financial aid.

Non-Payment of Charges

Non-Payment of tuition, housing, fees and/or other charge due to The Art Institute of California-Sacramento 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 your debts to us are paid in full.

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 application and administrative fees. However, the student can elect to accept instead a guaranteed reservation in the next scheduled class for that program.

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 _____

GENERAL INFORMATION AND UNDERSTANDINGS

Handling of Student Complaints

If a student has a complaint or concern you are encouraged to follow the Student Complaint Procedure.

- You should discuss complaints with the individual(s) within the appropriate department. Initial discussion should be with the person most knowledgeable of the issues involved or with immediate decision making responsibility.
- If you feel that the complaint has not been fully addressed, a written account should be submitted to the Dean of Student Affairs if related to non-academic issues or the Dean of Academic Affairs for academic issues. The written account should indicate your name, phone number, and student ID# and discuss the steps you have taken to remedy the situation.
- The appropriate Art Institute of California-Sacramento staff member or department will be notified of the complaint. A follow-up meeting with the Dean of Student Affairs and/or the Dean of Academic Affairs will be held within ten school days of the date of the written complaint in an effort to resolve the issue.
- If you are not satisfied with the results, you may file an appeal with the President's Office. The appeal should be in writing and contain your name and phone number. You should summarize the steps you have taken to remedy the situation and indicate why the results are not satisfactory. You will hear the results of the appeal within ten class days from the date the appeal is received.
- If you followed this complaint procedure and still feel dissatisfied with the results you may send a written copy of the complaint to the Bureau for Private and Postsecondary and Vocational Education, 1625 North Market Boulevard, Suite S-202, Sacramento, CA 95834. Or you may contact then Accrediting Council of Independent Colleges and Schools, ACICS, 750 First Street NE, Suite 900, Washington, DC, 20002-4241.

Please refer to the school's Arbitration Policy for additional information regarding disputes or claims.

Arbitration of Disputes

You and The Art Institute 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 or 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 ANY 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.

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.

Relationship With Other Institutions

The Art Institute of California-Sacramento is licensed by the Bureau for Private Postsecondary and Vocational Education to confer the Bachelor of Science and Associate of Science and accredited by the Accrediting Council for Independent Colleges and Schools (ACICS), 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 goal of The Art Institute of California-Sacramento 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-Sacramento 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 California-Sacramento will transfer to another school.

For example, if you entered our school as a freshman, you will likely 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 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 Institutes system, not all of the credits you earn at The Art Institute of California-Sacramento 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-Sacramento 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 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 22 hours a week.

Class Session Hours:
Classes are scheduled from 7:00 a.m. - 11:00 p.m., Monday through Saturday.

The Art Institute reserves the right to change a 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. 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. 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.

Course Completion and Employment Information

To help you make a sound decision about whether to sign up for one of The Art Institute's Associate and Bachelor of Science degree programs, The Art Institute of California - Sacramento maintains annual completion and placement information in the Career Services Office.

Student Right to Know Act

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

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 and federal laws 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 Human Resources Director, The Art Institute of California - Sacramento, 2850 Gateway Oaks Drive, Suite 100, Sacramento, California 95833, 1-916-830-6320.