

STUDENT ENROLLMENT AGREEMENT

PAYMENT OF FEES/PROMISE TO PAY/REFUNDS

I understand that when I register for any class at Otis College of Art and Design or receive any service from Otis College of Art and Design I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services.

I understand and agree that if I drop or withdraw from some or all of the classes for which I am registered, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule as stated below and in compliance with the Terms and Conditions posted on the Otis College Extension website, Refund Policies.

EXTENSION REFUND SCHEDULE

Extension Adult and Youth Courses and Workshops, with the exception of Summer of Art, Summer Youth Camps, and other select programs

NOTE: COURSES/WORKSHOPS THAT MEET THREE (3) TIMES OR LESS DO NOT QUALIFY FOR A REFUND OR DEFERRAL. Open Lab fees are non-refundable.

| DEADLINE | REFUND AWARDED |
|---|--|
| DROP PRIOR TO 14 DAYS BEFORE FIRST CLASS MEETING (for courses with four or more meetings) | 100% refund awarded or full deferral |
| DROP BETWEEN 14 DAYS PRIOR AND UP TO FIRST CLASS MEETING (for courses with four or more meetings) | 80% partial refund awarded or full deferral |
| DROP BY END OF SECOND CLASS MEETING (for courses with four or more meetings) | 50% partial refund awarded or full deferral |
| DROP AFTER END OF SECOND CLASS MEETING (for courses with four or more meetings) | No tuition refund awarded, not eligible for deferral |

For details on Summer of Art refunds, refer to the Summer of Art handbook.

I have read the terms and conditions of the published tuition refund schedule and understand those terms. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above. I understand that this agreement will become part of my permanent record file and will remain valid for one year from the date of signing. I further understand that I must recommit to the terms in one year, upon registration of additional courses.

METHOD OF BILLING

Extension Programming

I understand that Otis College of Art and Design Extension requires payment in full at the time of registration for all programming offered.

For details on Summer of Art refunds, refer to the Summer of Art handbook.

I understand that administrative, clerical or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees and other associated financial obligations assessed as a result of my registration for any programs at Otis College of Art and Design.

Returned Payments/Failed Payment Agreements:

If a payment is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$50. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Otis College of Art and Design may result in losing my payment option privileges and/or suspension of my eligibility to register for future programs at Otis College of Art and Design.

DELINQUENT ACCOUNT/COLLECTIONS

Student Account Hold: I understand and agree that if I fail to pay any balance dues owed to Otis College of Art and Design by the scheduled due date, Otis College of Art and Design will place a hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving any certificates (if applicable).

IRS FORM 1098-T

If taking courses at the certificate or college credit level, I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Otis College of Art and Design upon request as required by Internal Revenue Service (IRS) regulations for Form 1098- T reporting purposes. I understand that if I fail to provide my SSN or TIN to the Otis College, I can be subject to a penalty imposed by the IRS.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Otis College of Art and Design. I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided. I understand that I can withdraw this consent by declining to provide this information on my Student Profile.

ENROLLMENT STATUS

| ENROLLMENT STATUS | TYPE | DESCRIPTION |
|--------------------------|--|---|
| NON-CREDIT | Non-certificate courses, Alumni Project Workshop, Youth Courses, Residencies | No grades are given and no permanent academic records are kept by the Extension Registration and Records Office |
| CERTIFICATE CREDIT (CEU) | Certificate Courses | All students receive a status of "Pass" or "No-Grade" (see Grading Model below) |
| COLLEGE CREDIT | Summer of Art, Shared BFA Courses, and approved Extension Precollege Courses, 30 hours or more | Credit students receive a letter grade (A-F), and a permanent record (transcript) is kept on file in the Office of Registration and Records |

GRADING MODEL

Certificate Grading

I understand that by enrolling in any Extension certificate course, I will receive a grade of “Pass” if I meet the following requirements:

- Class meeting attendance of 80% or more.
- Successful and timely completion of all required assignments and course activities
- Satisfaction of any additional requirements as stated in the course syllabus

I understand that in the event that I do not meet the above minimum requirements, I will receive a grade of “No-Grade”. Only a grade of “Pass” will count towards completion of the certificate program.

The following are grade options for certificate coursework:

- **P** Pass
- **NG** No Grade
- **W** Withdrawal: Indicates official withdrawal. The “W” grade becomes part of the student’s permanent record, but is not included in the grade point average. Students must withdraw by the deadline noted on the Registration Status Schedule.
- **I** Incomplete: Indicates an agreement with the College to extend the grading deadline. Given only in extreme circumstances with the approval of the instructor and the Dean of Otis Extension. Work must be completed within 4 weeks of the end of the semester in which the Incomplete grade was granted; otherwise, a final grade of “UW” will result.
- **UW** Unofficial Withdrawal: Indicates that a student has “unofficially” withdrawn. The “UW” grade is equivalent to an “F” when calculating the grade point average.

The above applies to all Extensions adult courses, regardless of level status.

College Credit Grading

I understand that by enrolling in any Extension high school course for college credit (30 hours or more) the following grading model will apply:

A Excellent

B Good

C Average

D Poor

F Failure

W Withdrawal: *Indicates official withdrawal*

The “W” grade becomes part of the student’s permanent record, but is not included in the grade point average. Students must withdraw by the deadline noted on Academic Calendar.

I Incomplete: *Indicates an agreement with the college to extend the grading deadline*

Given only in extreme circumstances with the instructor and the Dean of Otis College Extension’s approval. Work must be completed within 4 weeks from the end of the semester in which the grade of Incomplete was granted; otherwise, a final grade of “UW” will result.

UW Unofficial Withdrawal: *Indicates that a student has “unofficially” withdrawn*

The "UW" grade is equivalent to an "F" in calculating the grade point average.

Minimum Requirements to Pass Any High School Course of 30 Hours or More (excluding Summer of Art)

- Attend 80% or more of class meetings
- Successfully complete all required assignments upon due date
- Satisfy any additional requirements as stated in the course syllabus

Minimum Requirements to Pass Summer of Art Courses

- Attend 75% or more of class meetings
- Successfully complete all required assignments upon due date
- Satisfy any additional requirements as stated in the course syllabus
- Participate in the Summer of Art Final Exhibition

DROPS AND WITHDRAWALS

I understand that if I drop or withdraw from any Otis College Extension course, the registration status has specific implications as indicated below.

- Drop = has no bearing on transcript, does not appear on permanent record
- Official Withdraw (W) = becomes part of the student's permanent record but is not included in grade point average and doesn't count towards certificate completion
- Unofficial Withdraw (UW) = equivalent to an F

I further understand that I must follow the deadlines below in order to qualify for the intended status.

REGISTRATION STATUS SCHEDULE

| DEADLINE | REGISTRATION STATUS |
|---|-----------------------|
| BEFORE START OF CLASS UNTIL END OF SECOND CLASS MEETING | DROP |
| AFTER SECOND CLASS UNTIL END OF THIRD CLASS MEETING | OFFICIAL WITHDRAWAL |
| AFTER THIRD CLASS MEETING | UNOFFICIAL WITHDRAWAL |

ATTENDANCE

All students, no matter what their enrollment status, are expected to attend class regularly and on time. Missing more than 20% of any adult or youth course, or 25% of a Summer of Art course, may result in being dropped from the course or a failing grade. Attending the first class meeting is essential and may be required. Three tardies are equal to one absence. If extenuating circumstances arise, the student should first consult their instructor and if there is no resolution, contact the Extension Office.

Auditing courses will not be permitted, all students must be registered and paid by before the first class meeting.

CONTACT INFORMATION

I understand and agree that I am responsible for keeping Otis College of Art and Design records up to date with my current physical addresses, email addresses, and phone numbers by updating my Student Profile. Upon leaving Otis College of Art and Design for any reason, it is my responsibility to provide Otis College of Art and Design with updated contact information should I want continued communication.

Method of Communication:

I understand and agree that Otis College of Art and Design uses email as an official method of communication with me, and that therefore I am responsible for reading the emails I receive from Otis College of Art and Design on a timely basis.

During my enrollment at Otis, the College may use email (Otis and/or personal), cellular phone numbers, and text messaging as an official means of communication. Students are responsible for all charges and fees accrued with email, phone, and/or text message communications.

FERPA

I understand that Otis College of Art and Design is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits the College from releasing any information from my education record without my written permission. Therefore, I understand that if I want Otis College to share information from my education record with someone else, I must provide written permission by filling out a FERPA release found in the Forms section of my Student Profile [insert link]. I further understand that I may revoke my permission at any time as instructed in the same procedure.

MINOR STUDENTS

I understand that if I am the parent or legal guardian of a student that is a minor taking courses for non-credit, I am responsible to act on their behalf regarding consent, enrollment, and financial obligations.

ENROLLMENT CONDITIONS

As a condition of enrollment, I agree to be bound by all other rules, regulations and standards that Otis College of Art and Design has or may adopt. I also agree that if I fail to make any payment to the College when due, I agree to pay (to the extent permitted by law) all costs and expenses, including reasonable attorney's fees, incurred by the College in attempting to collect such payment. Irrespective of the granting, receipt or revocation of any and all financial aid loans, awards, grants, scholarships or gifts, each student is and shall remain personally liable and obligated for the full and complete satisfaction of all amounts due and owed to the College. I further acknowledge that I will not be permitted to attend classes if I have any delinquent balance due to the College.

I understand and agree to all the following:

Each student is expected to attend all sessions of all courses in which they are enrolled unless engaged in research or location assignments off campus that have been authorized by the student's instructor, or

as a result of illness, family death, emergency, or similar circumstances. Auditing or attending classes in which a student is not officially registered is not permitted.

A student's course of study may require the student to engage or participate in research, independent activities or location assignments both on and off campus. Particularly, but not exclusively, when such activities require the student to participate off campus or without supervision, any act committed by the student is done so independently and not as an agent of the College. Students are expected to comply with general law and the policies of the College as expressed in the Code of Student Conduct at all times, whether on or off campus. The College assumes no responsibility for any loss, cost, damage, expense, liability, claim or demand (collectively "liability") either by the student or a third party as a result of any such activity or action that might occur at any location or in transit thereto.

The College recognizes that a student may have a physical or emotional disability or conditions that might make the performance of such required activities more difficult. By signing this agreement, any such student understands that the College disclaims any responsibility or liability for injury, death or damage that may result from any such condition, whether or not known to the College, and that any such student is subject to the same responsibilities and liabilities as all other students without reasonable accommodation, except as otherwise required by law. Each student hereby agrees to indemnify, defend, and hold the College harmless from any liability covered by this paragraph.

As a private institution, the College reserves the right at its sole and exclusive discretion to dismiss, to refuse to admit, and to withhold records, credits, transcripts, or certificates from any student whose attendance, behavior, or academic standing is unsatisfactory, who is delinquent in any financial or other obligations to the College, or whose conduct on or off campus is detrimental to the interests or reputation of the College or the community in general.

I understand that if any portion of my program application is found to be incomplete or I do not meet the minimum program requirements, the College reserves the right to rescind my program acceptance and withdraw me from my classes.

Enrollment for any semester is no guarantee of enrollment for subsequent semesters. Such enrollment will be dependent upon availability and the payment of outstanding balances due the College.

INSTITUTIONAL PROPERTY

While studying at the College, a student may have occasion to borrow or rent props, equipment or other personal or real property, and to hire models or other persons. In doing so, any student is acting independently and not as an agent of the College. The College assumes no responsibility or liability for any contracts or agreements with third parties in connection therewith. The student hereby agrees to indemnify, defend and hold the College harmless from any liability resulting from any such action. Also, a student may be permitted by the College, at its sole and exclusive discretion, to use and/or borrow equipment, props and other College property. Any such College property shall be provided solely on an AS-IS basis, without representation or warranty of any kind, and the student assumes all risks arising from the condition or use of the property. In the event any such College property is lost, stolen or damaged, the student shall promptly, at the option of the College, either repair or replace such property at the student's sole and exclusive expense. I understand that in borrowing any college property I am subject to the rules and restrictions of the department of which I am borrowing such property.

The College assumes no liability for any property of its students. The student hereby releases the College from any liability for the loss, theft or damage of any student's property brought onto campus or used in any official College activity off campus.

No student shall be permitted to use the name or logo of the College in connection with (or as part of) any artwork created by the student, whether or not in the course of study at the College, or in any product that is marketed without the express written consent of the College.

INTELLECTUAL PROPERTY

In consideration for being permitted to enroll in or attend any class, seminar or course of study at the College, and to the extent consistent with the College's Policy on Intellectual Property Ownership and with federal, and state law, the student hereby (a) assigns to the College any and all rights to all copyrightable and patentable works the student creates as part of a Sponsor supported project, as part of their employment as a College employee, or with use of College resources, (b) waives any and all rights under Civil Code Section 3344 and authorizes the College to forever use, without compensation to the student, the student's name, photograph, image, voice or likeness to publicize or promote the College or any art work, project, or other work created by or contributed to by the student during the period of enrollment, and (c) releases the College from any liability for the loss, theft, or damage of any copyrightable or patentable work while such work is in the possession or control of the College. No student shall be permitted to use the name or logo of the College in connection with (or as part of) any artwork created by the student, whether or not in the course of study at the College, or in any product that is marketed without the express written consent of the College.

While Otis Extension is bound to the above intellectual property policies of the college, the department is respectful of students' course materials as product that has been created by the individual. For that reason, the department will always make its best effort to seek the students' permission and include credits with the work.

CONDUCT

If a student engages in any negligent or other wrongful or unlawful conduct, including without limitation such conduct that results in personal injury, property damage, invasion of privacy, libel, slander, defamation and/ or infringement of copyright, whether or not related to any work or project undertaken by the student while studying at the College or during any official College activity off campus, the student understands that the College will not defend, insure or provide legal counsel for the student in connection therewith. The student hereby agrees to indemnify, defend and hold the College harmless from any liability which the College may incur from any such conduct.

By enrolling in Extension, the student agrees to abide by all College policies and procedures, as outlined in the published online course catalog. The College reserves the right to take any action deemed necessary with students who violate College policies. Should the College determine that a student's behavior(s) severely disrupts the campus community and/or a student is deemed to pose any threat to the community, the College may invoke an interim suspension until there is a completed resolution with the Student Conduct Process.

DISCLAIMER

Otis College of Art and Design reserves the right, in its sole discretion, to deny any person's registration or enrollment in, or admittance to, any Otis College Extension course.

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