

Exhibit 37

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

THERESA SWEET, *et al.*,

Plaintiffs,

v.

DR. MITCHELL ZAIS, in his official capacity
as Acting Secretary of Education, and the
UNITED STATES DEPARTMENT OF
EDUCATION

Defendants.

No. 3:19-cv-03674-WHA

DEFENDANTS’ RESPONSES AND OBJECTIONS TO PLAINTIFFS’ FIRST SET OF INTERROGATORIES

Pursuant to Federal Rules of Civil Procedure 26 and 33, Defendants hereby supplement their responses to Plaintiffs’ First Set of Interrogatories (the “Interrogatories”), served on November 6, 2020.

BACKGROUND

On December 7, 2020, undersigned counsel for the Defendants timely submitted, via email, Defendants’ written responses and objections to Plaintiffs’ first set of interrogatories (“December 7 Responses”). In response to several of Plaintiffs’ interrogatories, Defendants noted that they intended to supplement their narrative responses by producing particular documents. Defendants have now produced and/or identified each of the referenced documents, as set forth below:

- **Interrogatory No. 3:** In their December 7 Responses, Defendants stated that they would supplement their response with a “chart that includes case-level data from the borrower defense system” demonstrating various “relevant case characteristics.” Defendants produced this supplemental document by email dated December 14, 2020.

- **Interrogatory No. 9:** In their December 7 Responses, Defendants stated that they would supplement their response with a “chart that shows the number of career staff and contractors working for FSA in the Borrower Defense Unit during each month of the relevant time period.” Defendants produced this supplemental document by email dated December 11, 2020.
- **Interrogatory No. 10:** In their December 7 Responses, Defendants stated that they would supplement their response with three categories of documents: “(1) the initial letters sent to schools thus far requesting information and advising schools that they would be receiving notice of individual borrower applications against them, (2) the template for the form letters sent to the school with the individual borrower application, and (3) documents describing the protocol and procedures for sending initial and form letters to schools that were in effect at the time that the notices were sent.” Defendants produced these supplemental documents by email dated December 11, 2020.
- **Interrogatory No. 11:** In their December 7 Responses, Defendants stated that they would supplement their response with documents reflecting the “criteria for approval” for claims submitted by borrowers who attended certain schools and the “policies and procedures regarding approvals.” Defendants produced these supplemental documents by email dated December 11, 2020.
- **Interrogatory No. 12:** In their December 7 Responses, Defendants stated that they would supplement their response with certain “written training materials.” Defendants produced these supplemental documents by email dated December 11, 2020.
- **Interrogatory Nos. 17 and 18:** In their December 7 Responses, Defendants stated that they would supplement their responses to these two interrogatories with “(1) school-specific memos regarding the scope of evidence considered and (2) related adjudication protocols.” By email dated January 14, 2021, Defendants produced and/or identified these supplemental documents (many of which were included in Defendants’ document productions) to Plaintiffs.
- **Interrogatory No. 19:** In their December 7 Responses, Defendants stated that they would supplement their response with a chart demonstrating “which class members received each form denial letter and relevant case characteristics, including the date of the letter and school name(s) associated with the borrower’s claim.” Defendants produced this supplemental document by email dated January 14, 2021.

In addition, Defendants hereby submit these supplemental responses to certain of Plaintiffs’ interrogatories. For any interrogatory not specifically addressed herein, Defendants refer Plaintiffs to Defendants’ December 7 Responses. Unless otherwise noted, these responses are subject to the objections set forth in the December 7 Responses.

SUPPLEMENTAL RESPONSES AND OBJECTIONS

Interrogatory No. 4

Identify the person or persons who “tabled” Enforcement’s request for approval to hire “several additional attorneys” for BDU. Nevin Dec. ¶ 21 (ECF No. 56-4).

Objections: Defendants incorporate by reference the objections set forth in the December 7 Responses, which made clear that this request seeks information that is plainly not relevant based on the limited discovery that has been authorized and is, thus, disproportionate to the needs of the case. Nevertheless, in furtherance of their meet-and-confer responsibilities, Defendants provide the following additional information in response.

Response: As discussed in the referenced Declaration of Colleen Nevin, in the Fall of 2016, the Enforcement Unit in FSA requested approval to hire additional attorneys for the Borrower Defense Unit. After the election in November 2016, the Borrower Defense Unit was informed orally by leaders in the Enforcement Unit that this request was tabled until the new Administration was in place. The individuals likely to have more specific knowledge left the Department prior to 2020.

Interrogatory No. 5

Identify how and by whom both the “request” for approval to hire “several additional attorneys” for BDU and its “tabl[ing]” were communicated, including by identifying documents reflecting both the “request” and its “tabl[ing].” Nevin Dec. ¶ 21 (ECF No. 56-4).

Objections: Defendants incorporate by reference the objections set forth in the December 7 Responses, which made clear that this request seeks information that is plainly not relevant based on the limited discovery that has been authorized and is, thus, disproportionate to the needs of the

case. Nevertheless, in furtherance of their meet-and-confer responsibilities, Defendants provide the following additional information in response.

Response: The leadership of the Enforcement Unit met with Department leadership in the Fall of 2016 to review a staffing proposal and discussed options for BDU staffing increases. After the election in November 2016, the Borrower Defense Unit was informed orally by leaders in the Enforcement Unit that the request for additional staffing was tabled until the new Administration was in place. The individuals likely to have more specific knowledge left the Department prior to 2020.

Interrogatory No. 14

Identify who in “Department leadership convened a Borrower Defense Review Panel,” and explain the reasoning behind the formation of the panel. Nevin Dec. ¶ 55 (ECF No. 56-4).

Objections: Defendants incorporate by reference the objections set forth in the December 7 Responses, which made clear that this request seeks information that is plainly not relevant based on the limited discovery that has been authorized and, thus, disproportionate to the needs of the case. Nevertheless, in furtherance of their meet-and-confer responsibilities, Defendants provide the following additional information in response.

Response: As reflected in the deposition testimony of Jim Manning, the Department leadership as a group decided that it would be helpful to review the Department’s process for handling and considering claims for borrower defense discharges. The group was convened by Joe Conaty.

Interrogatory No. 16

Identify the individuals who drafted and approved form Denials A, B, C, and D, and explain the process for review and approval of the letters. *See* ECF No. 116.

Objections: Defendants incorporate by reference the objections set forth in the December 7 Responses.

Response: Staff members within FSA prepared a set of draft decision letters; each letter was specific to a certain group of claims and circumstances. That set of draft letters was sent to other officials in the Department, including Jed Brinton (then Deputy General Counsel for Postsecondary Education with the Department's Office of General Counsel) and other attorneys in the Office of the General Counsel, as well as Diane Jones (the Principal Deputy Under Secretary) and Robert Eitel (then Counselor to the Secretary). Those attorneys and officials provided comments back to FSA. Based on those original drafts and the comments from those officials, FSA prepared what became form letters A and C. FSA staff then used form letters A and C to draft form letters B and D. Form letter B built on form letter A to address circumstances requiring a combination of the other letters, and form letter D built on form letter C to incorporate school-dependent evidence considered. The Department did not have an established process that mandated any further review or approval before the form letters could be used. Based on the Department's original and supplemental inquiries, there is no indication that former Secretary DeVos was involved in the review or approval of the template letters A, B, C or D.

SIGNATURES PURSUANT TO FEDERAL RULE OF CIVIL PROCEDURE 33(b)(5)

For interrogatory responses: See the attached certification pages.

Dated: January 14, 2021

As to objections,

JENNIFER B. DICKEY
Acting Assistant Attorney General

MARCIA BERMAN
Assistant Branch Director

/s/ R. Charlie Merritt
R. CHARLIE MERRITT (VA Bar # 89400)
KEVIN P. HANCOCK
Trial Attorneys
U.S. Department of Justice
Civil Division, Federal Programs Branch
1100 L Street, N.W.
Washington, DC 20530
Telephone: (202) 616-8098
E-mail: robert.c.merritt@usdoj.gov

Attorneys for Defendants

Exhibit 38



DATE: JUN 04 2015

TO: Sharon Mar
Office of Information and Regulatory Affairs
Office of Management and Budget

THROUGH: Kathy Axt
Privacy, Information Collection Clearance Division
U.S. Department of Education

FROM: James W. Runcie
Chief Operating Officer, Federal Student Aid

A handwritten signature in black ink, appearing to read "James W. Runcie".

SUBJECT: Emergency Clearance of Information Collection to Allow for Receipt of Borrower
Defense to Repayment Loan Discharge Claims

Background on Borrower Defense to Repayment Loan Discharge Regulations

Following a negotiated rulemaking process, the U.S. Department of Education (the "Department") published amendments to the Federal Direct Loan Program (Direct Loan) regulations on December 1, 1994. These regulations included borrower defenses specified in 34 CFR 685.206(c). The regulation, in part, states "(1) [i]n any proceeding to collect on a Direct Loan, the borrower may assert as a defense against repayment, an act or omission of the school attended by the student that would give rise to a cause of action against the school under applicable State law."

A subsequent negotiated rulemaking process was established for the purpose of developing regulations for borrower defenses for both the Direct Loan and the Federal Family Education Loan Program (FFEL) programs. However, during the first session of the negotiations, the non-Federal negotiators recommended to the Department that no additional sessions were warranted and that no further regulatory provisions for borrower defenses would be needed. It was determined that borrower defenses could be adequately addressed by current regulation and administrative procedures. A further discussion of this is in the Federal Register, Vol. 60, No. 140, July 21, 1995, 37767-37770.

Prior to 2015, the borrower defense identified above was rarely asserted by any borrowers and no specific methods of collecting information regarding borrower defense claims have been defined or found necessary.

Federal Student Aid

AN OFFICE OF THE U.S. DEPARTMENT OF EDUCATION

830 First St. N.E., Washington, DC 20202

Borrower Defense Claims from Corinthian Colleges, Inc. Borrowers

Corinthian Colleges, Inc. (CCI) was the owner of a number of for-profit postsecondary education institutions across the country. In January 2010, CCI purchased Heald College, which had 14 locations in California, Oregon, and Hawaii. At the time of its purchase by CCI, Heald College participated in the federal student financial assistance programs authorized under Title IV of the Higher Education Act of 1965 (HEA), as amended. CCI was also the owner of other title IV eligible institutions, including the Everest and Wyotech chains of schools.

In January 2014, the Department sent a letter to CCI in which the Department requested that CCI provide a copy of school performance disclosure documents for every CCI location, including Heald College institutions, for the calendar years 2010, 2011, 2012, and, when available, 2013. The Department also asked that CCI provide the evidence upon which CCI relied to derive each of the placement rates cited in the disclosures, including a list of all students either placed or omitted from the placement calculation due to any type of waiver, and the academic, employment, and/or waiver information specified by the Department.

In June 2014 the Department placed CCI on an increased level of financial oversight after the company failed to address concerns about its practices, including concerns that it was falsifying job placement data used in marketing claims to prospective students and allegations of altered grades and attendance. CCI subsequently agreed to gradually wind down activity as part of an operating agreement with the Department. As a part of this, CCI sold 56 Everest and Wyotech campuses to the ECMC Group in November 2014. Over 70,000 students were enrolled in the programs that were transferred to ECMC.

In April 2015, the Department issued a notice of intent to fine Heald College \$30 million upon finding that Heald misrepresented placement rates for a number of its programs going back to 2010. Upon the issuance of the Department's fine letter, CCI announced it would close its remaining programs immediately, including all its Heald locations and several Everest and Wyotech locations that were not part of the sale to the ECMC group. Almost 16,000 students were enrolled in these programs.

Over the past several months, as the events related to CCI have unfolded, former CCI students, supported by various organizations and non-profits, have organized a campaign to assert that the Department should discharge their student loan debt pursuant to the borrower defense regulations. Over 1,000 students have already submitted borrower defense claims to the Department. Several prominent Congressional offices have also voiced their support for this position. Many media outlets have also written about the CCI closure and the Department's findings of misrepresentation. While coverage has been mixed, most stories imply that the Department has not taken sufficient action to protect CCI students. Overall, pressure is mounting for the Department to act.

In the 20 years prior, the Department received 5 claims for borrower defense. Over the last several months, the Department has received over 1,000 such claims due to a building debt activism movement as well as the notoriety of Corinthian's collapse, creating a need for a clearer

process for potential claimants. This exponential increase in demand was unexpected and outside of the Department's control.

Given that borrowers have a right to assert a defense to repayment claim and that the Department has made findings against a number of CCI's former programs, we expect thousands of more claims to be submitted as several advocacy groups are working to organize CCI borrowers. Many of these borrowers are struggling or behind on their loan payments or in default. Because borrowers have a right to submit defense to repayment claims, the Department must set up a process to review and adjudicate them.

To respond to these events and protect harmed borrowers, which the Department has a legal responsibility to timely provide, the Department seeks to announce on June 8, 2015 that:

- Student borrowers who attended the Heald College programs that the Department has found made false representations will have their loans discharged if they complete the attached attestation. These borrowers need not prove that Heald College's actions violated State law as the Department's findings show a State law violation. The Department estimates that there are potentially 50,000 borrowers in this category.
- A process will be set up to review and adjudicate borrower defense claims from other borrowers, including other CCI borrowers. Although we will advise that borrowers hold their submissions until this process is made public, we cannot bar the submission of claims. Thus, the Department will post on its website the attached language directing those borrowers who choose not to wait to send their claims to the address provided and a short list of information they should include. The Department estimates that there are potentially 100,000 borrowers who may exercise this defense. It is important to note that borrowers from other schools could also submit borrower defense claims if they believe that their school has engaged in a State law violation related to their education that has harmed them.
- All former CCI borrowers who have filed, or plan to file, an application for borrower defense will have the opportunity to enter forbearance while they submit their applications and the Department reviews their claim.

The Department requests that OMB approve the attached Attestation and website language by June 4, 2015 and waive the requirement under §1320.5(a)(1)(iv) to publish notice of the Attestation in the Federal Register, as authorized under §1320.13(d). The Department anticipates announcing guidance on the borrower defense process on June 8, 2015. The closure of the Corinthian schools was unexpected and outside of the Department's control. To preserve borrowers' rights and meet its fiduciary responsibilities of the Direct Loan program, the Department is requesting an emergency approval for an information collection that will allow the Department to collect the information in the attestation for Heald College borrowers and the information needed for borrower defense claims from other borrowers. If the Department is unable to collect this information, borrowers will not be able to immediately take advantage of the relief being announced. This will raise questions from borrowers and our call centers risk becoming overwhelmed to the point of breaking. Without the attached Attestation, many

borrowers may submit incomplete or improperly prepared claims. All of this confusion may undermine our efforts to provide relief to harmed borrowers and result in a belief that there is no effective recourse available.

We believe that the facts described here meet the standards for emergency clearance in §1320.13(a)(2)(i) and (iii) because the inability to provide for public comment and notice regarding the Attestation would, if normal clearance procedures are followed, cause public harm to the borrowers who were enrolled in Heald Colleges. In addition, the use of normal clearance procedures would disrupt the Department's ability to protect the borrowers affected by closure of the Heald colleges and cause grievous harm to the integrity of the Federal Direct Loan program.

Thank you for your prompt consideration of this request. If you have additional questions, please contact Colleen McGinnis at Colleen.McGinnis@ed.gov or (202)377-4330.

Exhibit 39

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

THERESA SWEET, CHENELLE
ARCHIBALD, DANIEL DEEGAN, SAMUEL
HOOD, TRESA APODACA, ALICIA DAVIS,
and JESSICA JACOBSON on behalf of
themselves and all others similarly situated.

Plaintiffs.

v.

ELISABETH DEVOS, in her official capacity
as Secretary of the United States Department
of Education,

And

THE UNITED STATES DEPARTMENT OF
EDUCATION,

Defendants.

Case No.: 19-cv-03674-WHA

AFFIDAVIT OF JESSICA JACOBSON

I, Jessica Jacobson, state as follows:

1. I am submitting this affidavit in relation to the above-captioned case. I am a named plaintiff in this class action.

2. I borrowed federal student loans in order to attend the New England Institute of Art ("NEIA") Media Arts and Animation Program.

3. On March 4, 2015, attorney Toby Merrill submitted a borrower defense application on my behalf to the United States Department of Education ("Application"), asking for these loans to be cancelled. A copy of that application is attached as Exhibit A.

4. On August 11, 2020, I received correspondence from the Department of Education, stating that my claim had been denied ("Denial Notice"). A copy of the Denial Notice is attached as Exhibit B.

5. In between the time that I first submitted my Application for loan cancellation and when I received the Denial Notice, my federal student loans have been in forbearance.

6. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to the Program Cost and Nature of Loans.

7. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to Transferring Credits.

8. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to Admissions and Urgency to Enroll.

9. The Denial Notice says that my Application failed to state a legal claim that NEIA engaged in misconduct related to "Other."

10. I do not know what "Other" refers to.

11. The Department's application form did not ask me to state a legal claim. Even so, my Application stated the following legal claims: Unfair and Deceptive Acts and Practices in Violation of the Massachusetts Consumer Protection Act, Mass. Gen. Laws ch. 93A; Fraudulent Misrepresentation; Fraudulent Inducement; Unconscionability; Breach of the Covenant of Good Faith and Fair Dealing.

12. The Denial Notice says that my Application provided insufficient evidence that NEIA engaged in misconduct related to Career Services.

13. The Denial Notice says that my Application provided insufficient evidence that NEIA engaged in misconduct related to Educational Services.

14. The Denial Notice says that my Application provided insufficient evidence that NEIA engaged in misconduct related to Employment Prospects.

15. My Application was 86 pages long and included a detailed letter summarizing and supporting my legal claims, an affidavit of my first-hand account of experiences with NEIA, and several pieces of documentary evidence including NEIA brochures and course descriptions I relied upon, loan documentation, my enrollment agreement, admissions correspondence, my transcript, a contemporaneous letter recounting my experience at the school, the student handbook, and NEIA's disclosures regarding loan repayment, employment, and graduation

pursuant to Massachusetts Law.

16. The Denial Notice does not respond to any of the claims I made or information I provided.

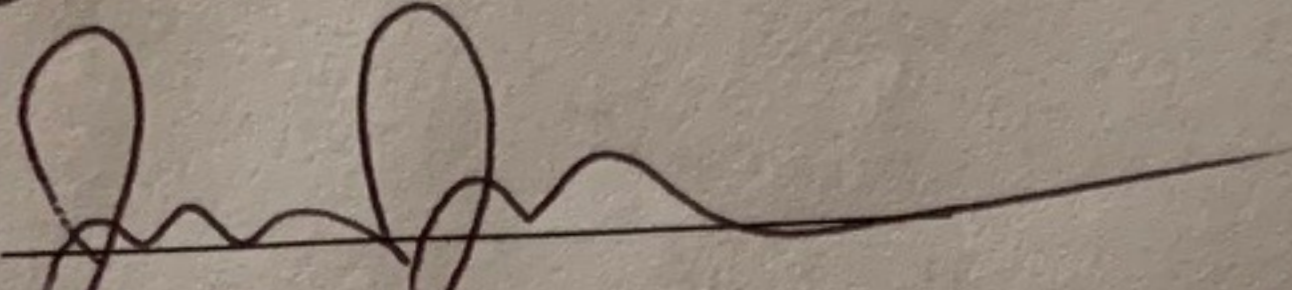
17. The Denial Notice offers no information about whether any of the evidence I submitted was reviewed, let alone considered, or what was found to be deficient. I do not know whether my evidence was reviewed and how it was found deficient.

18. The Denial Notice states that I may ask for reconsideration. I am not aware of any additional information I could possibly submit.

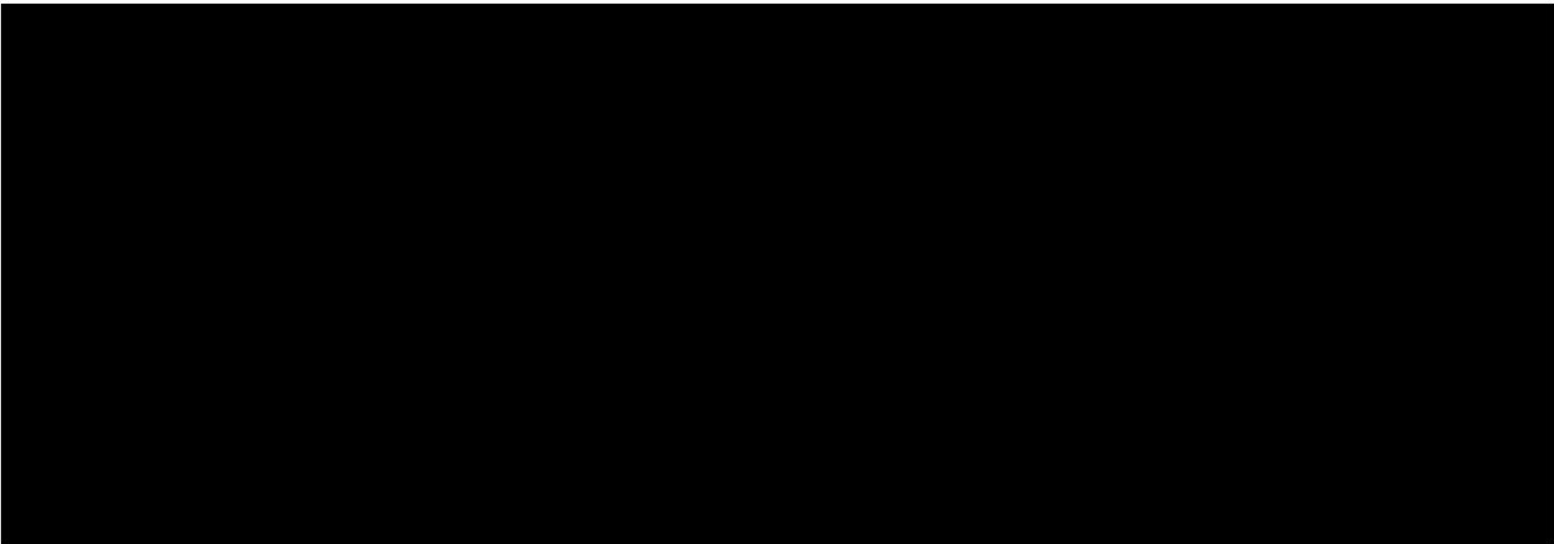
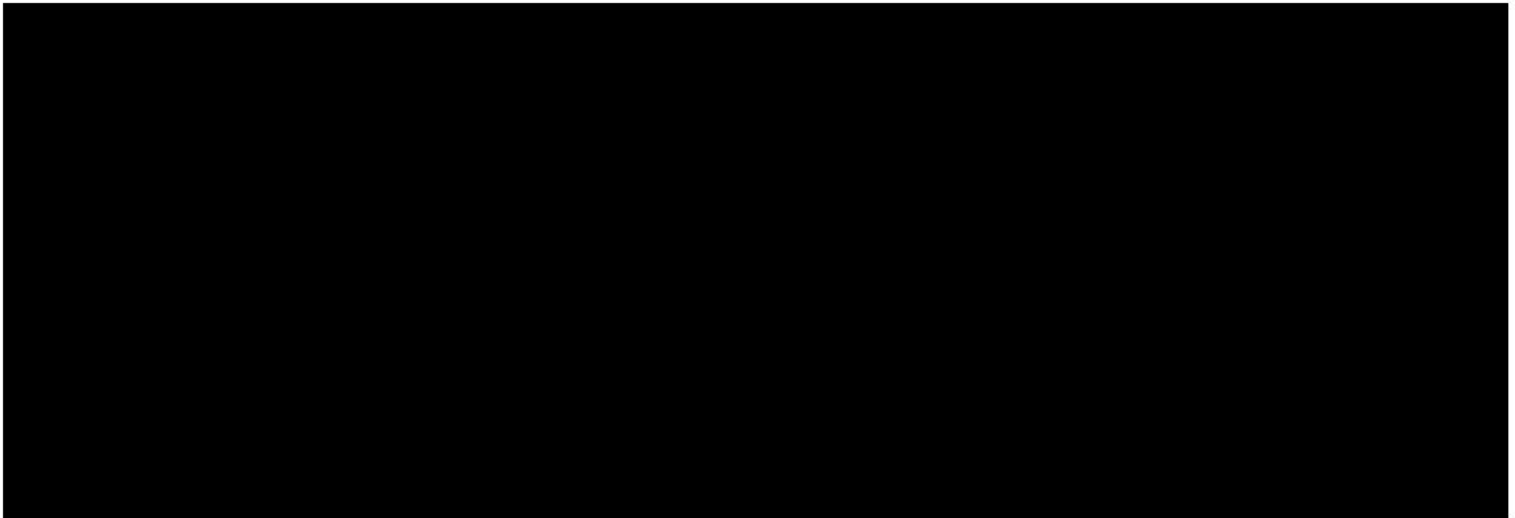
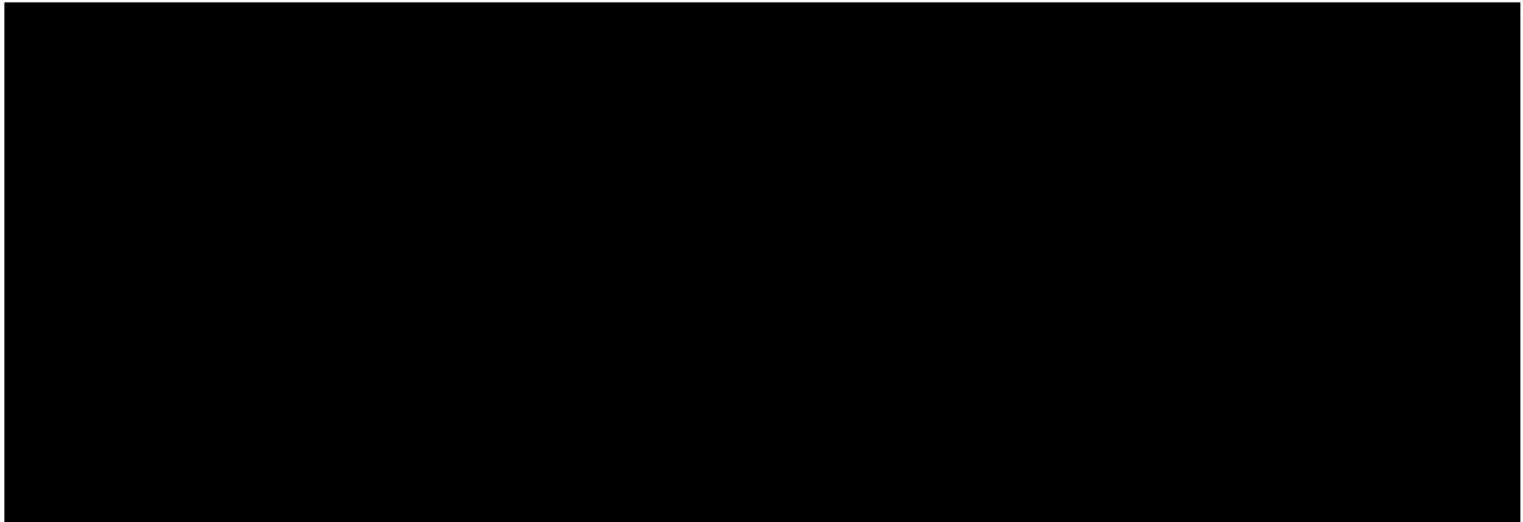
I swear under penalty of perjury that the foregoing is true and correct.

Executed on: August __, 2020

August 14 2020



Jessica Jacobson



From: Borrower Defense <borrowerdefense@ed.gov>

Date: August 11, 2020 at 8:51:52 AM EDT

To: "j m jacobson@yahoo.com" [REDACTED]

Subject: Borrower defense discharge ineligibility information for you [ref:_00Dt0Gyiq._500t0DPCh4:ref]



8/11/2020

Borrower Defense Application #: [REDACTED]

Dear Jessica Jacobson:

The U.S. Department of Education (ED) has completed its review of your application under the applicable Borrower Defense to Repayment regulations for discharge of your William D. Ford Federal Direct Loans (Direct Loans) made in connection with your or your child's enrollment at New England Institute of Art (The). "You" as used here should be read to include your child if you are a Direct PLUS Loan borrower who requested a discharge for loans taken out to pay for a child's enrollment at New England Institute of Art (The). ED has determined that your application is ineligible for relief based on review of the facts of your claim and the regulatory criteria for relief; this decision means that your Direct Loans will not be discharged. ED explains the reasons below.

Applicable Law

For Direct Loans first disbursed prior to July 1, 2017, a borrower may be eligible for a discharge (forgiveness) of part or all of one or more Direct Loans if the borrower's school engaged in acts or omissions that would give rise to a cause of action against the school under applicable state law. See § 455(h) of the Higher Education Act of 1965, as amended, 20 U.S.C. § 1087e(h), and 34 C.F.R. § 685.206(c) and 685.222 (the Borrower Defense regulations). ED recognizes a borrower's defense to repayment of a Direct Loan only if the cause of action directly relates to the Direct Loan or to the school's provision of educational services for which the Direct Loan was provided. 34 C.F.R. §§685.206(c)(1), 685.222(a)(5); U.S. Department of Education, Notice of Interpretation, 60 Fed. Reg. 37,769 (Jul. 21, 1995).

Why was my application determined to be ineligible?

ED reviewed your borrower defense claims based on any evidence submitted by you in support of your application, your loan data from National Student Loan Data System (NSLDS®), and evidence provided by other borrowers.

Allegation 1: Employment Prospects

You allege that New England Institute of Art (The) engaged in misconduct related to Employment Prospects. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

Allegation 2: Program Cost and Nature of Loans

You allege that New England Institute of Art (The) engaged in misconduct related to Program Cost and Nature of Loans. This allegation fails for the following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

Allegation 3: Transferring Credits

You allege that New England Institute of Art (The) engaged in misconduct related to Transferring Credits. This allegation fails for the following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

Allegation 4: Career Services

You allege that New England Institute of Art (The) engaged in misconduct related to Career Services. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

Allegation 5: Educational Services

You allege that New England Institute of Art (The) engaged in misconduct related to Educational Services. This allegation fails for the following reason(s): Insufficient Evidence.

Your claim for relief on this basis therefore is denied.

Allegation 6: Other

You allege that New England Institute of Art (The) engaged in misconduct related to Other. This allegation fails for the following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

Allegation 7: Admissions and Urgency to Enroll

You allege that New England Institute of Art (The) engaged in misconduct related to Admissions and Urgency to Enroll. This allegation fails for the

following reason(s): Failure to State a Legal Claim.

Your claim for relief on this basis therefore is denied.

What evidence was considered in determining my application's ineligibility?

We reviewed evidence provided by you and other borrowers who attended your school. Additionally, we considered evidence gathered from the following sources:

IA Attorney General's Office

IL Attorney General's Office

CO Attorney General's Office

Evidence obtained by the Department in conjunction with its regular oversight activities

Senate Hearing Testimony of EDMC career services adviser before the Committee on Health, Education, Labor, and Pensions (September 30, 2010)

Materials, including publicly available securities filings, prepared by Education Management Corporation

What if I do not agree with this decision?

If you disagree with this decision, you may ask ED to reconsider your application. To submit a request for reconsideration, please send an email with the subject line "Request for Reconsideration [ref: _00Dt0Gyiq._500t0DPCh4:ref]" to BorrowerDefense@ed.gov or mail your request to U.S. Department of Education, P.O. Box 1854, Monticello, KY 42633. In your Request for Reconsideration, please provide the following information:

1. Which allegation(s) you believe that ED incorrectly decided;
2. Why you believe that ED incorrectly decided your borrower defense to repayment application; and
3. Identify and provide any evidence that demonstrates why ED should approve your borrower defense to repayment claim under the applicable law set forth above.

ED will not accept any Request for Reconsideration that includes new allegations. If you wish to assert allegations that were not included in your application, please see the following section. Additionally, your loans will not be placed into forbearance unless your request for reconsideration is accepted and your case is reopened. Failure to begin or resume repayment will result in collection activity, including administrative wage garnishment, offset of state and federal payments you may be owed, and litigation. For more information about the reconsideration process, please

contact our borrower defense hotline at 1-855-279-6207 from 8 a.m. to 8 p.m. Eastern time (ET) on Monday through Friday.

Can I apply for borrower defense if I have additional claims?

If you wish to file a new application regarding acts or omissions by the school other than those described in borrower defense application [Case Number], please submit an application at StudentAid.gov/borrower-defense. In the new application, you should explain in the relevant section(s) the basis for any new borrower defense claim(s) and submit all supporting evidence.

What should I do now?

Because your borrower defense to repayment application was found to be ineligible, you are responsible for repayment of your loans. ED will notify your servicer(s) of the decision on your borrower defense to repayment application within the next 15 calendar days, and your servicer will contact you within the next 30 to 60 calendar days to inform you of your loan balance. Further, if any loan balance remains, the loans will return to their status prior to the submission of your application. If your loans were in forbearance as a result of your borrower defense to repayment application, the servicer will remove those loans from forbearance. ***See COVID-19 Note below.**

If your loans are in default and are currently in stopped collections, your loans will be removed from stopped collections. Failure to begin or resume repayment could result in collection activity such as administrative wage garnishment, offset of state and federal payments that you may be owed, and litigation. ***See COVID-19 Note below.**

While normally interest would not be waived for unsuccessful borrower defense applications, given the extended period of time it took ED to complete the review of this application, the Secretary is waiving any interest that accrued on your Direct Loans from the date of the filing of your borrower defense application to the date of this notification. Your servicer will provide additional information in the coming months regarding the specific amount of interest adjusted. ***See COVID-19 Note below.**

***COVID-19 Note:** On March 27, 2020, the president signed the *CARES Act*, which, among other things, provides broad relief in response to the coronavirus disease 2019 (COVID-19) for federal student loan borrowers whose loans are owned by ED. For the period March 13, 2020, through September 30, 2020, the interest rate on the loans will be 0% and no payments will be required. During this same period for defaulted borrowers, all proactive collection activities, wage garnishments, and Treasury offsets will be stopped. Your federal loan servicer will answer any questions you have about your specific situation. In addition, Federal Student Aid's COVID-19 information page for students, borrowers, and

parents is located at StudentAid.gov/coronavirus. Please visit the page regularly for updates.

What if I have another pending borrower defense application?

If you have additional pending borrower defense to repayment applications, this information applies to you:

- If your loans associated with an additional borrower defense to repayment application that is still pending are in forbearance or another status that does not require you to make payments, your loans will remain in forbearance or that other status. Similarly, if your loans associated with that borrower defense application are in default and you are currently in stopped collections, those loans will remain in stopped collections.
- If you are unsure if you have additional pending applications, or if you would like to check on the status of your loans associated with an additional application, contact our borrower defense hotline at 1-855-279-6207 from 8 a.m. to 8 p.m. ET on Monday through Friday.

ED offers a variety of loan repayment options, including the standard 10-year repayment plan, as well as extended repayment, graduated repayment, and income-driven repayment plans. For more information about student loan repayment options, visit StudentAid.gov/plans. If you have questions about the status of your loans or questions about repayment options, please contact your servicer(s). If you do not know the name of your federal loan servicer, you may go to StudentAid.gov to find your servicer and view your federal loan information.

Sincerely,

U.S. Department of Education
Federal Student Aid

Federal Student Aid
An OFFICE of the U.S. DEPARTMENT of EDUCATION

830 First Street, NE, Washington, D.C. 20202
StudentAid.gov/borrower-defense



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LEGAL SERVICES CENTER
CENTRO DE SERVICIOS LEGALES

The WilmerHale Legal Services Center of Harvard Law School

122 Boylston Street • Jamaica Plain, MA 02130

Telephone: 617-522-3003 • Facsimile: 617-522-0715 • TTY: 617-522-3575

www.law.harvard.edu/academics/clinical/lsc/

March 4, 2015

Navient Federal Loan Servicing
PO Box 740351
Atlanta, GA 30348

Re: Borrower Account #0 [REDACTED] Jessica Jacobson

To Whom it May Concern:

I write on behalf of Jessica Jacobson, a former student of the New England Institute of Art (“NEIA”) Media Arts and Animation Program. NEIA provided Ms. Jacobson with a useless education and no meaningful job placement assistance despite arranging for and profiting from nearly \$100,000 in student loans. Because of NEIA’s dishonest recruitment, admissions, and financial aid practices, Ms. Jacobson is now being hounded for over \$150,000, and despite years of effort, has been unable to find a single job in the field for which NEIA promised to prepare her. In violation of Massachusetts law, NEIA unfairly and deceptively misrepresented the nature of its program, its career placement services, and its financial aid to Ms. Jacobson prior to enrollment; taught her none of the useful or marketable skills for the career it had promised her; and made no attempts to connect Ms. Jacobson to appropriate employment as it had promised it would. NEIA’s many unfair and deceptive acts and practices in violation of Massachusetts law provide Ms. Jacobson a full defense to the repayment of her student loans.

Basis for Requesting Relief

Pursuant to the terms of her Direct Consolidated Loan Master Promissory Note and to federal statute and regulations, Ms. Jacobson is entitled to assert state law defenses to the collection of her federal loans. The Higher Education Act grants the Secretary of the Department of Education broad authority to “compromise, waive or release any right, title, claim, lien, or demand.”¹ The Secretary is further empowered to specify “acts or omissions of an institution . . . a borrower may assert as a defense to repayment of a loan.”²

This broad authority is reflected in federal regulations, which state that “the Secretary may compromise a debt, or suspend or terminate collection of a debt.”³ Federal regulations of the Direct Loan program echo a borrower’s right to relief when her rights under state law have been violated by her school: “the borrower may assert as a defense against repayment [of her Direct

¹ 20 U.S.C. § 1082(a)(6) (2012).

² 20 U.S.C. § 1087(h) (2012).

³ 34 C.F.R. § 30.70(h) (2014).

Loan] any act or omission of the school attended by the student that would give rise to a cause of action against the school under applicable State law.”⁴

These statutory and regulatory provisions are incorporated into Ms. Jacobson’s Direct Loan Master Promissory Note, which states: “you may assert, as a defense against collection of your loan, that the school did something wrong or failed to do something that it should have done . . . If you believe that you have a defense against repayment of your loan, contact your servicer.”⁵ This provision makes clear that Ms. Jacobson need not sue or obtain a judgment to be granted such relief by the Secretary.

Ms. Jacobson’s right to assert state law claims in this manner was recently confirmed by the Secretary in a letter to Senator Elizabeth Warren. Secretary Duncan explained:

With respect to your question about borrowers’ right to present claims to the Department, the Department recognizes as a defense to repayment of Direct Loans a claim that the borrower has against the school that is based on the making of the loan or the provision of educational services, if State law recognizes such a claim and if the borrower proves the elements required to establish the claim. . . . [T]he borrower is not required to sue or obtain a judgment against the school in order to assert the claim against the school as a defense to repayment of a Direct Loan. Department regulations explicitly provide that a defaulted borrower may assert that the defaulted loan is not legally enforceable, but a borrower who is not in default can also assert a claim that the loan is not legally enforceable on the basis of a claim against the school. To do so, the borrower should present the claim to the servicer handling the Direct Loan for the Department.⁶

Ms. Jacobson asks that the Secretary use his authority to relieve her of student loan debt based on unfair, deceptive, and oppressive business practices. NEIA’s actions violate Massachusetts law, rendering it liable for damages and rendering Ms. Jacobson’s repayment obligations unenforceable. This relief is authorized by federal regulation, which states that “if a borrower’s defense against repayment is successful, the Secretary notifies the borrower that the borrower is relieved of the obligation to repay all or part of the loan and associated costs and fees that the borrower would otherwise be obligated to pay.”⁷ In addition to full cancellation of her federal student loan debt, Ms. Jacobson seeks a determination that she has not been in default and the clearing of all negative credit history related to these loans. The Secretary has broad discretion to authorize the determination, and credit repair that Ms. Jacobson requests.⁸

⁴ 34 C.F.R. § 685.206(c)(1) (2014).

⁵ Attachment 1, Affidavit of Jessica Jacobson (“Jacobson Aff.”) Ex. K, at 8.

⁶ Attachment 2, Letter from Arne Duncan, Secretary of Education, to Elizabeth Warren, United States Senator (Aug. 4, 2014).

⁷ 34 C.F.R. § 685.206(c)(2) (2014).

⁸ *Id.* (“The Secretary affords the borrower such further relief as the Secretary determines is appropriate under the circumstances. Further relief may include, but is not limited to... (i) Reimbursing the borrower . . . (ii) Determining that the borrower is not in default . . . (iii) Updating reports to consumer reporting agencies”).

Summary

When she enrolled at NEIA, Ms. Jacobson had already graduated from community college and was seeking a career in visual effects. NEIA representatives repeatedly told her that its program was very difficult to get into, but that her portfolio “looked great.” NEIA’s glossy brochures promised high-end equipment and technology, appealing job prospects, and all the skills and equipment necessary to succeed in the industry. An NEIA representative showed Ms. Jacobson around a state-of-the-art facility, including a high-end green screen studio specifically for use in visual effects work. NEIA assured Ms. Jacobson that its name had weight in the industry, and promised industry connections, job leads, networking contacts, and an industry-appropriate portfolio to get her started on a career in visual effects. NEIA did not tell her that its program was focused on gaming and animation and therefore ill-suited to train her in visual effects, nor did it reveal that its tuition and costs of nearly \$100,000 would require payments far beyond the average salary of its graduates. She did not know that most of her loans accrued interest while she was in school, and had no idea that most of her loans were not federal student loans.

NEIA’s promises and assertions bore no relationship to the courses, program, facilities, or job placement opportunities actually offered to Ms. Jacobson. NEIA’s admission process is not at all selective, and the green screen studios it showed Ms. Jacobson on her tour were not available for use by students in her program. She was trained to use software that was obsolete, non-professional, and irrelevant to the field.

NEIA did everything it could to maximize its profits from Ms. Jacobson. Although she had taken and passed twenty-three classes at Mount Wachusett Community College, NEIA accepted only seven classes for transfer credit, maximizing the number of credits she would have to take to earn her degree at NEIA and by extension, the amount of money she would have to borrow. As a result, her degree took three and a half years, even though Ms. Jacobson had already completed two years of community college. NEIA led her to believe that all of her loans were federal when in fact, Ms. Jacobson borrowed over \$67,000 in private loans with higher interest rates.

Throughout her time at NEIA, which had a strict attendance policy, Ms. Jacobson was sent out of her classes to the financial aid office, where financial aid advisors would not allow her to go back to class unless she signed forms that they did not explain. In this way, she was coerced into signing loan documents at a moment’s notice to avoid risking academic failure. Ms. Jacobson signed everything, believing that the advisors were looking out for her best interests.

NEIA’s promised industry contacts never materialized. NEIA never put Ms. Jacobson in touch with a single employer in her field. Its employment advisors directed students and graduates to jobs posted on Craigslist. In a class meant to prepare Ms. Jacobson for her job search, NEIA’s career staff distributed a sheet titled “Tips for Applying to a Job from Craigslist.” She sought work on her own, with no assistance from NEIA, and secured a single internship, which was her first and last position related to her field. Nevertheless, NEIA’s employment office sought to list Ms. Jacobson as an example of employment success.

Ms. Jacobson made good faith efforts to make her time at NEIA fruitful. As Ms. Jacobson progressed in her program and worried she was not getting appropriate skills, she reached out by letter and phone to NEIA's teachers and administrators about her misgivings and made suggestions about how to improve the program to make it more relevant. NEIA simply ignored her, and made no effort to improve her experience. Ms. Jacobson is not the only dissatisfied student: NEIA and other Education Management Corporation-owned schools are currently under investigation by the Massachusetts Attorney General and at least nine other states for unfair and deceptive practices.⁹

Today, Ms. Jacobson holds a worthless degree and has no job prospects. As a result of her crushing student loan debt, her credit has been destroyed, imperiling her ability to rent an apartment, save money, or consider buying a car or home. She has been pursued and harassed by debt collectors. Because of the hopelessness of ever paying off these loans or being employed in the field in which she was trained, she has suffered anxiety and depression, for which she has sought medical treatment.

NEIA's many violations of Massachusetts law, detailed below, provide Ms. Jacobson with a complete defense to repayment of her student loans.

Legal Claims and Defenses

1) Unfair and Deceptive Acts and Practices in Violation of the Massachusetts Consumer Protection Act, MASS. GEN. LAWS. ch. 93A

NEIA engaged in numerous unfair business practices within the meaning of the Massachusetts Consumer Protection Act, which prohibits "unfair or deceptive acts or practices in the conduct of any trade or commerce."¹⁰ NEIA violated the Consumer Protection Act by misrepresenting numerous relevant facts, such as the quality, character, and merits of its program¹¹ and employment outcomes.¹² NEIA's use of deceptive sales tactics to secure Ms. Jacobson's enrollment in an exorbitantly overpriced educational program that dooms students to near-certain default is precisely the kind of oppressive practice barred by the Consumer Protection Act.

NEIA advertised both in brochures and by statements to Ms. Jacobson that its competitive program would prepare her for a career in visual effects.¹³ NEIA recruiters gave her glossy brochures promising high-end equipment in a state-of-the-art facility that would give Ms.

⁹ See Megan Woolhouse, *For-Profit Colleges Get Harsh Grades by Former Students*, BOSTON GLOBE, Oct. 20, 2014, at A1; Todd Wallack, *Coakley Widens Schools Inquiry; Targets Lending and Recruiting at For-Profit Facilities*, BOSTON GLOBE, Feb. 4, 2013, at A1.

¹⁰ MASS. GEN. LAWS. ch. 93A, § 2(a).

¹¹ Jacobson Aff. ¶¶ 7, 10-15, 21-22, 25-29, 34, 37, 40, 46-50, 52-53.

¹² Ms. Jacobson was told that most of NEIA's graduates secured great jobs in the visual effects industry. NEIA's disclosures pursuant to recent state regulation 940 MASS. CODE REGS. 31 (2014) show a 22% employment rate in 2012-2103 for the Media Arts and Animation program. See Attachment 3, Disclosures.

¹³ Jacobson Aff., ¶¶ 7, 10; Jacobson Aff. Ex. A.

Jacobson all the skills she would need to succeed in visual effects.¹⁴ Recruiters implied that spots within NEIA's program were highly coveted.¹⁵ The reality, however, bore no resemblance to these misrepresentations. NEIA does not appear to have any admissions criteria other than eligibility for student loans. Ms. Jacobson was not even enrolled in a program intended to prepare students for careers in visual effects, but a "Media Arts and Animation" program that focused nearly exclusively on video gaming and animation, and did not include any training in visual effects.¹⁶

The facilities displayed in NEIA's brochures and on Ms. Jacobson's tour, including the vaunted green screen studio, were not available for her use. For the one project for which she needed a green screen, Ms. Jacobson was prohibited from using the school's studio because it was not for the use of students in her program.¹⁷ To complete that project, Ms. Jacobson and her classmates taped green pieces of construction paper to a wall.¹⁸

Additionally, Ms. Jacobson was forced to complete assignments on obsolete and non-professional-grade software or face academic discipline.¹⁹ She attempted to teach herself Adobe Premiere, a more professional program that would likely be used in the visual effects industry and that NEIA's brochures promised students would learn.²⁰ In response, her professor penalized her and made her begin the project from scratch using Windows Movie Maker, a basic, consumer-level software program that comes free with all Windows computers.²¹ NEIA's Media Arts and Animation program was incapable of providing Ms. Jacobson the facilities, skills, or experience she would need to succeed in visual effects.

Financial Aid Misrepresentations

NEIA representatives led Ms. Jacobson to believe that her private loans, which accounted for more than two-thirds of her financing, were actually federal loans.²² NEIA never informed Ms. Jacobson that interest would accrue on some of her loans while she was enrolled, and gave her no idea of her staggering projected loan payments.²³ NEIA's disclosures showed that employed graduates were paid an average starting salary of \$26,014.²⁴ In other words, even if NEIA assumed that, upon her graduation, Ms. Jacobson would find employment and would not be among the graduates making less than its average starting salary, she would nonetheless face projected payments totaling nearly half of that average salary, or almost four times the maximum acceptable amount determined by the U.S. Department of Education.²⁵ NEIA knew or should

¹⁴ *Id.*

¹⁵ Jacobson Aff. ¶¶ 8, 15.

¹⁶ Jacobson Aff. ¶¶ 25-29, 40.

¹⁷ Jacobson Aff. ¶ 37.

¹⁸ Jacobson Aff. ¶ 38.

¹⁹ Jacobson Aff. ¶¶ 34, 39-40.

²⁰ Jacobson Aff. ¶ 39, Jacobson Aff. Ex. B, at 2.

²¹ Jacobson Aff. ¶ 39.

²² Jacobson Aff. ¶ 22.

²³ Jacobson Aff. ¶¶ 21, 24.

²⁴ Attachment 4, "Evolve" Handout listing graduation data.

²⁵ One measure of whether a program prepares students for gainful employment in a recognized occupation pursuant to U.S. Department of Education regulations is if the program's annual loan payment is less than or equal to 12% of annual earnings. *See* Gainful Employment in a Recognized Occupation, 34 C.F.R. § 668.7(a)(1)(ii)(B) (2012).

have known that this information would dissuade Ms. Jacobson from enrolling and did not disclose it, which was unfair and deceptive.²⁶

NEIA's promises of exclusive industry contacts, an industry-appropriate portfolio, and a comprehensive job placement program were also false and misleading in violation of the Consumer Protection Act.²⁷ NEIA shared no industry employment leads and its courses did not prepare Ms. Jacobson with an industry-appropriate portfolio.²⁸ Not once did NEIA connect Ms. Jacobson to anyone in the field or any relevant job listing.²⁹ Instead, NEIA offered a one-page handout on how to apply to Craigslist jobs.³⁰ NEIA never hosted anyone in the visual effects field to give a talk or to network with students.³¹ Ms. Jacobson's instructors had gaming backgrounds and were unable to help her prepare an appropriate portfolio.³² Ms. Jacobson was left to find relevant internships and jobs without any assistance whatsoever from NEIA, and has been completely unable to find further work in her field after being laid off from her only internship.³³

Many of NEIA's numerous misrepresentations about its program, the employment prospects of its graduates, and its resources are unfair and deceptive under the Consumer Protection Act as interpreted by the Attorney General's recently-promulgated regulations of for-profit colleges.³⁴

The Attorney General's regulations prohibit: false advertising,³⁵ such as the glossy brochures NEIA showed to Ms. Jacobson; false representation of placement services,³⁶ like NEIA's promises to assist Ms. Jacobson in her employment search; false statements concerning

²⁶ Jacobson Aff. ¶¶ 16, 57.

²⁷ Jacobson Aff. ¶¶ 13-14, 51-56.

²⁸ Jacobson Aff. ¶¶ 40, 52.

²⁹ Jacobson Aff. ¶ 52.

³⁰ Jacobson Aff. ¶ 53, Jacobson Aff. Ex. J.

³¹ Jacobson Aff. ¶ 27.

³² Jacobson Aff. ¶¶ 25-26, 29.

³³ Jacobson Aff. ¶¶ 51-55.

³⁴ 940 MASS. CODE REGS. 31.00-31.08 (2014).

³⁵ "It is an unfair or deceptive act or practice for a school to make or publish, or cause or permit to be made or published, any false, untrue, or deceptive statement or representation or any statement or representation which has the tendency or capacity to mislead or deceive students, prospective students or any other person, by way of advertising or otherwise, concerning the school, its activities in attempting to enroll students, the character, nature, quality, value, or scope of any course or program offered, the school's influence in obtaining employment for its students, graduation rates, graduation time, program cost, loan amount, repayment amount, transferability of credits, or in any other material respect." 940 MASS. CODE REGS. 31.04(1). The specific actions prohibited, while illustrative of practices that are always violative of the Consumer Protection Act, are "not intended to be all inclusive as to the types of activities prohibited" by the statute, and thus NEIA's conduct may be considered unfair or deceptive even in the absence of such explicit rulemaking. 940 MASS. CODE REGS. 31.02.

³⁶ "It is an unfair or deceptive act or practice for a school to make any false, untrue, unsubstantiated, or deceptive statement or representation which has the tendency or capacity to mislead or deceive students, prospective students, or any other person as to placement, graduate placement rates, total placement rates, or placement services." 940 MASS. CODE REGS. 31.04(5).

the nature or character of classroom instruction,³⁷ as NEIA made by holding out its program as a hands-on course in real-world visual effects skills; misrepresentation of recruitment personnel as “advisors” or “counselors,”³⁸ as NEIA’s representatives held themselves out to be; misleading statements regarding student loans,³⁹ such as telling Ms. Jacobson her private loans were from NEIA’s “preferred federal lender”; and misrepresentation of opportunity and employment,⁴⁰ including NEIA’s promises to Ms. Jacobson that it had industry contacts in visual effects and that she would find employment in that field.

The regulations also require schools to disclose “any fact relating to the school or program, disclosure of which is likely to influence the prospective student not to enter into the transaction with the school.”⁴¹ NEIA knew that, even if Ms. Jacobson obtained relevant employment, she would be unable to pay back the extraordinary cost of the program. To pay back her federal and private loans over their standard terms would have required a combined monthly payment of over \$1,200, or almost \$15,000 a year. In other words, NEIA arranged a debt load that would require payments of more than 56% of the average gross income of its employed graduates, which it reports to be \$26,014.⁴² Federal regulations sanction schools when graduates’ loan payments exceed 12% of annual earnings.⁴³ In order to pay off her loans without a partial economic hardship as defined by the Department of Education,⁴⁴ Ms. Jacobson would have needed an adjusted gross income of well over \$100,000, or almost four times NEIA’s average among its employed graduates.

Unsurprisingly, given the extraordinary cost of her degree and its low value, Ms. Jacobson has never been able to keep up with her loan payments.⁴⁵ NEIA put Ms. Jacobson on

³⁷ “It is an unfair or deceptive act or practice for a school to make a statement or representation through advertising or otherwise concerning the nature or character of classroom instruction provided by the school that is false, untrue, deceptive, or which has the tendency or capacity to mislead students or prospective students.” 940 MASS. CODE REGS. 31.04(14).

³⁸ “It is an unfair or deceptive act or practice for a school to refer to salespersons or recruiters as ‘counselors’ or ‘advisors’ to imply that a salesperson or recruiter is an academic advisor or counselor, when: (a) the primary role of such person is to sell the school’s programs or enroll students in the school; or (b) such person is evaluated or compensated in any part based on student recruitment.” 940 MASS. CODE REGS. 31.06(10).

³⁹ “It is an unfair or deceptive act or practice for a school to make any statement or representation to students, prospective students, or any other person as to student loans or financial aid that is misleading or has the capacity to deceive students or prospective students.” 940 MASS. CODE REGS. 31.07(1).

⁴⁰ “It is an unfair or deceptive act or practice for a school to make any false, untrue, or deceptive statement or representation which has the tendency or capacity to mislead or deceive students, prospective students, or any other person regarding: (a) any opportunity in any job or occupation, or the likelihood of employment in any job or occupation; (b) the necessity, requirement, or usefulness of any program in obtaining professional licensure, employment in the field of study.” 940 MASS. CODE REGS. 31.04(7).

⁴¹ 940 MASS. CODE REGS. 31.05(1).

⁴² See Attachment 4.

⁴³ Gainful Employment in a Recognized Occupation, 34 C.F.R. § 668.7(a)(ii)(B).

⁴⁴ A partial economic hardship exists when a borrower’s loan payments are more than 15% of her “discretionary income.” Discretionary income is defined as the difference between the borrower’s income and 150% of the poverty level as determined by the borrower’s family size and state of residence. 34 C.F.R. § 682.215(a)(4).

⁴⁵ Jacobson Aff. ¶ 58.

an inescapable path to default in violation of the Consumer Protection Act.⁴⁶ NEIA knew or should have known that Ms. Jacobson would almost certainly be unable to pay her loans, yet it used false and misleading statements, and unfair statements to induce her to enroll.

NEIA's actions constitute unfair and deceptive business practices in violation of the Massachusetts Consumer Protection Act, and entitle Ms. Jacobson to damages and equitable relief well beyond the value of her federal student loans.

2) Fraudulent Misrepresentation; Fraudulent Inducement⁴⁷

NEIA fraudulently induced Ms. Jacobson to enroll with false claims to provide a career-oriented education that would qualify her for entry-level work in post-production visual effects. NEIA's false statements and numerous failures to disclose material information to Ms. Jacobson constitute fraudulent misrepresentation under Massachusetts law. NEIA employees intentionally misrepresented to Ms. Jacobson the nature, character, resources, facilities, employment prospects, and institutional assistance it would provide students in its Media Arts and Animation program. Massachusetts law prohibits the fraudulent "misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or refrain from action in reliance thereon in a business transaction."⁴⁸ Ms. Jacobson reasonably relied on NEIA's numerous false statements and assurances and acted on them to her detriment,⁴⁹ rendering NEIA liable for the harm it caused.

NEIA misrepresented matters of material fact to induce Ms. Jacobson enroll and did so with knowledge that its statements were false or with reckless disregard for the truth⁵⁰:

- Recruiters, who were familiar with NEIA's admissions process and enrollment statistics, described NEIA as competitive when it was not and congratulated Ms. Jacobson on a portfolio that "looked great."⁵¹ Its recruitment staff knew that its program was not competitive.

⁴⁶ Lending that dooms a borrower to default is an unfair practice within the meaning of the Consumer Protection Act. *See Commonwealth v. Fremont Inv. & Loan*, No. 07-4373-BLS1, 2008 WL 517279, at *10 (Mass. Super. Feb. 26, 2008), *aff'd*, 452 Mass. 733, (2008) (finding mortgage loans that the lender reasonably should have recognized were "doomed to foreclosure" presumptively unfair).

⁴⁷ In Massachusetts, fraudulent misrepresentation is a defense, the proof of which avoids a contract, *see, e.g., McGrath v. C.T. Sherer Co.*, 291 Mass. 35, 58 (1935), as well as an independent claim for damages, *see, e.g., Twin Fires Inv., LLC v. Morgan Stanley Dean Witter & Co.*, 445 Mass. 411 (2005).

⁴⁸ *Graphic Arts Finishers, Inc. v. Boston Redev. Auth.*, 357 Mass. 40, 44 (1970); *see also Int'l Totalizing Sys., Inc. v. PepsiCo, Inc.*, 29 Mass. App. Ct. 424, 431 (1990) ("One who fraudulently makes a misrepresentation of fact, opinion, intention or law for the purpose of inducing another to act or to refrain from action in reliance upon it, is subject to liability to the other in deceit for pecuniary loss caused to him by his justifiable reliance upon the misrepresentation.") (citing Second Restatement of Contracts).

⁴⁹ *Jacobson Aff.* ¶¶ 16, 57.

⁵⁰ *See Alpine v. Friend Bros.*, 244 Mass. 164, 167 (1923) (holding misrepresentations include a statement "made with knowledge of its untruth or was made of a fact susceptible of actual knowledge with recklessness as to its truth or falsehood, or was the utterance of a half truth which in effect is a lie, or was the failure to disclose known facts when there was a duty . . . to disclose").

⁵¹ *Jacobson Aff.* ¶ 8.

- NEIA enrolled Ms. Jacobson in its Media Arts and Animation program, which it claimed would prepare her for a career in visual effects. It knew or should have known that its Media Arts and Animation program was poorly suited to prepare Ms. Jacobson to gain employment in visual effects, as it failed to deliver even the most limited access to the kinds of technology and skill-building she would need to succeed in any field in which it claimed to be training her.
- NEIA's transfer credit policy, which restricted the use of transfer credits to elective courses, further prevented Ms. Jacobson from enrolling in any courses related to visual effects.⁵² NEIA's faculty and student advisors had no background in the field Ms. Jacobson intended to pursue,⁵³ and thus were similarly ill-equipped to prepare her with an industry-appropriate portfolio.
- NEIA represented that Ms. Jacobson would have access to the impressive facilities it had shown her on her tour. She was not permitted to use those facilities when she was enrolled as a student.⁵⁴
- NEIA represented that it would train Ms. Jacobson on industry-appropriate software used by media and animation professionals and would provide the opportunity to build a competitive portfolio for her job search.⁵⁵ In fact, NEIA knew or should have known that she could never build such a portfolio, as NEIA gave her access to only obsolete and inadequate tools, such as dated and non-professional software.⁵⁶
- NEIA also misrepresented the nature of the loans Ms. Jacobson was borrowing in order to induce additional borrowing. Financial aid advisors induced Ms. Jacobson to borrow tens of thousands of dollars in private loans, implying that they were federal loans.⁵⁷ NEIA did not disclose Ms. Jacobson's expected repayment amount,⁵⁸ knowing that the information would give pause to anyone choosing to pursue its programs. The recruiters misled her by telling her she was receiving the "best possible" loan package.⁵⁹
- Although NEIA promised industry connections, exclusive job leads, and placement assistance from NEIA staff, it knew or should have known it would not provide them to Ms. Jacobson.⁶⁰ Career services staff did not put Ms. Jacobson in contact with anyone in her field,⁶¹ providing her only with a handout on how to apply to jobs on Craigslist⁶² but no relevant job leads.

⁵² Jacobson Aff. ¶¶ 30-36.

⁵³ Jacobson Aff. ¶ 26.

⁵⁴ See *supra* notes 17-18 and accompanying text.

⁵⁵ Jacobson Aff. ¶¶ 7-14; Jacobson Aff. Exs. A & B.

⁵⁶ See *supra* notes 17-21 and accompanying text.

⁵⁷ Jacobson Aff. ¶ 22.

⁵⁸ Jacobson Aff. ¶ 24.

⁵⁹ Jacobson Aff. ¶ 22.

⁶⁰ Jacobson Aff. ¶¶ 7, 11-14, 25-27, 29, 34-43, 51-52.

⁶¹ Jacobson Aff. ¶ 52.

⁶² Jacobson Aff. ¶ 53, Jacobson Aff. Ex. J

In sum, NEIA knew or should have known that its Media Arts and Animation program was poorly suited to help Ms. Jacobson gain employment in visual effects and would not allow her to earn enough money to pay off her debts. Its own statistics showed that graduates of NEIA's programs were unlikely to be employed in their industries or earn a salary sufficient to pay back their loans.⁶³

Ms. Jacobson reasonably relied on NEIA's misrepresentations when she enrolled, and as she completed NEIA's program of study. Ms. Jacobson had no way to know the scope and depth of NEIA's misrepresentations. She signed everything NEIA's recruiters asked her to, believing that her future career was in good hands. Had NEIA been honest—had it not fraudulently misrepresented its lack of job placement, low employment rate, incompetent advisors, woefully inadequate facilities, and the improbability of Ms. Jacobson ever getting even a fraction of the skills she would need to succeed in her chosen career or to pay back her loans—she would have never enrolled.⁶⁴ Ms. Jacobson has been deeply harmed by NEIA recruiters' misrepresentations. She faces an extraordinary debt burden,⁶⁵ her credit is ruined, she has a worthless degree, and she has no relevant job skills.⁶⁶ As a result, Ms. Jacobson struggles with depression, anxiety, and feelings of self-doubt and worthlessness, for which she has sought medical treatment.⁶⁷ NEIA's misrepresentations violate Massachusetts law and provide Ms. Jacobson with a complete defense to repayment.

3) Unconscionability

NEIA used deceptive sales tactics to trap Ms. Jacobson in a contract with terms so one-sided that no reasonable person in Ms. Jacobson's position (a twenty-one-year-old with no assets and no substantial income) would voluntarily agree. NEIA's enrollment and financial aid practices are so oppressive that they are an affront to decency, amounting to both procedural and substantive unconscionability. Under Massachusetts law, unconscionability is "determined on a case by case basis, giving particular attention to whether, at the time of the execution of the agreement, the contract provision could result in unfair surprise and was oppressive to the allegedly disadvantaged party."⁶⁸ Such judgments must be based on the contract's "commercial setting, purpose, and effect" at origination.⁶⁹

NEIA is part of a sophisticated, national corporation with trained recruiters whose job is to enroll as many students in its programs as they can, without regard to the consequences for

⁶³ Attachment 3, "Evolve" Handout listing graduation data; *see also* Second Amended Qui Tam Complaint at 16-19, *United States ex rel. Sobek v. Educ. Mgmt. Co.*, No. 10-0131 (W.D. Pa. Feb. 10, 2012).

⁶⁴ Jacobson Aff. ¶¶ 16, 57.

⁶⁵ Jacobson Aff. ¶ 60.

⁶⁶ Jacobson Aff. ¶¶ 40, 60.

⁶⁷ Jacobson Aff. ¶ 60.

⁶⁸ *Zapatha v. Dairy Mart, Inc.*, 381 Mass. 284, 292-93 (1980) (internal citation omitted).

⁶⁹ MASS. GEN. LAWS. ch. 106, § 2-302(2).

students.⁷⁰ It offers non-negotiable enrollment contracts to prospective students.⁷¹ As a young woman with no experience reviewing contracts, Ms. Jacobson did not understand how one-sided the terms of her enrollment agreement were, and would have been unable to negotiate to change them. In addition to committing Ms. Jacobson to borrowing extraordinary sums of money, NEIA's contract significantly limited Ms. Jacobson's rights and privileges by including a mandatory, binding arbitration clause.⁷² NEIA enrollment staff never identified or explained this aspect of the contract,⁷³ and used its vastly superior bargaining power to induce Ms. Jacobson to waive her right to a jury trial without her knowledge. NEIA's representatives encouraged Ms. Jacobson to sign the documents to enroll as quickly as possible.⁷⁴

After she enrolled, Ms. Jacobson faced continued pressure to borrow more money with little information or explanation. Throughout her time at NEIA, which has a strict attendance policy,⁷⁵ Ms. Jacobson was sent from her classes by her teachers to report to the financial aid office.⁷⁶ There, she was presented with forms she was required to sign before she was allowed to return to class.⁷⁷ Rather than explain to Ms. Jacobson what she was signing, the financial aid advisors in effect threatened her with academic discipline. In this way, she was coerced into signing even more loan documents at a moment's notice or risk academic failure. Because of the significant investment she had already made in her NEIA degree, Ms. Jacobson felt she had little choice but to sign anything put in front of her.⁷⁸

Ms. Jacobson's contract with NEIA was also substantively unconscionable in that her program was exorbitantly priced compared to other, similar institutions⁷⁹ and compared to the salaries of its own graduates.⁸⁰ Payments on a debt load like Ms. Jacobson's⁸¹ would require over

⁷⁰ The Senate Committee on Health, Education, Labor and Pensions conducted a comprehensive investigation of NEIA's parent company, Education Management Corporation. The report found intense internal pressure to recruit students. STAFF OF S. COMM. ON HEALTH, EDUC., LABOR, AND PENSIONS, 112TH CONG., FOR-PROFIT HIGHER EDUCATION: THE FAILURE TO SAFEGUARD THE FEDERAL INVESTMENT AND ENSURE STUDENT SUCCESS 499 (COMM. PRINT 2012) (describing threatening emails to recruiting staff such as "WE ARE FAR BEHIND WHERE WE NEED TO BE!!!" and rewards such as leaving work early or taking company-paid vacations).

⁷¹ Jacobson Aff. Ex. D.

⁷² *Id.* at 2. ("Any dispute or civil claim (other than disputes or claims regarding non-payment, grades, or their academic evaluations) between the student and The New England Institute of Art . . . not resolved with the College or regulatory officials shall be submitting [sic] to binding arbitration in the City of Boston, Massachusetts pursuant to the commercial arbitration rules of the American Arbitration Association. . . . Any award entered shall be final and binding on both parties.")

⁷³ Jacobson Aff. ¶ 18.

⁷⁴ Jacobson Aff. ¶ 15.

⁷⁵ Jacobson Aff. Ex. H.

⁷⁶ Jacobson Aff. ¶ 45.

⁷⁷ Jacobson Aff. ¶¶ 46-47; Jacobson Aff. Ex. I.

⁷⁸ The Consumer Financial Protection Bureau has determined that similar practices at another for-profit college were unfair, deceptive, and subjected consumers to undue influence or were coercive. *See* Complaint ¶ 160, *Consumer Fin. Protection Bureau v. ITT Educ. Servs., Inc.*, No. 1:14-cv-292 (S.D. Ind. Feb. 26, 2014).

⁷⁹ *See* STAFF OF S. COMM. ON HEALTH, EDUC., LABOR, AND PENSIONS, 112TH CONG., FOR-PROFIT HIGHER EDUCATION: THE FAILURE TO SAFEGUARD THE FEDERAL INVESTMENT AND ENSURE STUDENT SUCCESS 498 (COMM. PRINT 2012) ("We are already priced higher than any of our competitors.").

⁸⁰ Attachment 2, "Evolve" Handout listing graduation data.

\$12,000 per year, which was more than 200% of the annual discretionary income⁸² of the average employed graduate of NEIA's programs. Employed graduates earning less than the average, as well as NEIA's many unemployed graduates like Ms. Jacobson, faced even more dire consequences.

NEIA willfully put Ms. Jacobson on an inescapable path to defaulting on her student loans. In order to pay off her loans without a partial economic hardship as defined by the Department of Education, Ms. Jacobson would have needed an adjusted gross income of well over \$100,000, or almost four times NEIA's average among its employed graduates. Given these figures, NEIA knew that Ms. Jacobson would almost certainly default on her student loans, and nonetheless pursued its own profit with disregard for the disastrous consequences for Ms. Jacobson.

NEIA's manufactured sense of urgency to induce Ms. Jacobson to borrow additional money, its knowledge that its actions would doom Ms. Jacobson to default, and its undisclosed arbitration clause are oppressive business practices that offend any sense of decency, and are unconscionable. Because Ms. Jacobson's contract with NEIA is unconscionable, it is unenforceable.

4) Breach of the Implied Covenant of Good Faith and Fair Dealing

NEIA failed to provide Ms. Jacobson relevant skill-building opportunities or meaningful job placement assistance, which deprivations prevented her from obtaining the benefit of their contract. The covenant of good faith and fair dealing is a "pervasive requirement"⁸³ of Massachusetts contracts that "requires that neither party shall do anything that will have the effect of destroying or injuring the right of the other party to the fruits of the contract."⁸⁴ Breach is shown by a party's "manner of performance" and the "totality of the circumstances" surrounding performance of the contract.⁸⁵

NEIA breached this covenant in its dealings with Ms. Jacobson. Once she enrolled, NEIA lost all interest in Ms. Jacobson beyond profiting from her loans. She was trained on obsolete software and denied access to the facilities and tools she needed to complete her work and learn

⁸¹ Ms. Jacobson borrowed \$24,736 in private loans with an interest rate of 6.25%, \$42,317 in private loans with an interest rate of 8.25%, \$14,500 in subsidized federal loans with an interest rate of 2.47%, and \$10,500 in unsubsidized federal loans with an interest rate of 6.80%. The estimated monthly payment for her private loans with 6.25% interest is \$277.74, and the estimated monthly payment for the private loan with 8.25% interest is \$519.03. See Repayment Calculator, FINAID, <http://www.finaid.org/calculators/loanpayments.phtml>. The monthly payment for all of her federal loans would be \$257. See Repayment Estimator, FEDERAL STUDENT AID, <https://studentloans.gov/myDirectLoan/mobile/repayment/repaymentEstimator.action>. Together, her loan payments would be \$1,053.77 per month, or \$12,645.25 per year.

⁸² NEIA's 2004 graduate employment disclosures indicate an average salary of \$26,014 for its graduates. See Attachment 4. 150% of the federal poverty guideline for a single person in 2004 was \$13,965. See Notice, Annual Update of the HHS Poverty Guidelines, 69 Fed. Reg. 7336, (Feb. 13, 2004). Therefore, a graduate with average earnings of \$26,014 had a discretionary income of \$12,049: the difference between her income (\$26,014) and 150% of the poverty line (\$13,965). See 34 C.F.R. § 682.215(a)(4)(defining discretionary income). Her annual loan obligation of \$12,645.25 per year amounted to 105% of the discretionary income NEIA's average graduates earned.

⁸³ *Fortune v. Nat'l Cash Register Co.*, 373 Mass. 96, 102 (1977).

⁸⁴ *T.W. Nickerson, Inc. v. Fleet Nat'l Bank*, 456 Mass. 562, 570 (2010) (internal citations and quotations omitted).

⁸⁵ *Id.*

her trade.⁸⁶ Ms. Jacobson made good faith efforts to remedy her situation. When she was assigned to use Windows Movie Maker, a beginner-level software program that was irrelevant to industry professionals, she asked her teacher for more relevant training, but was rebuffed.⁸⁷ She then attempted to teach herself Adobe Premiere, which would be more appropriate, but she was penalized and made to start over using Windows Movie Maker.⁸⁸ Ms. Jacobson reached out to the school's president, her advisor, and the program's department head to share her misgivings about the program and seek changes to make her educational experience more relevant. NEIA ignored her.⁸⁹ She was therefore unable to gain any professional training or advantage from her enrollment at NEIA.

Despite its promises, NEIA never provided Ms. Jacobson any career support. The most Ms. Jacobson ever received was a handout with "tips" on how to apply for free internet bulletin board postings.⁹⁰ She was not introduced to a single employer in her field, sent on any interviews, or invited to attend any networking or job search training events.⁹¹

In three and a half years of classes, NEIA failed to provide any educational training of value or make any attempt to remedy the program's defects and inadequacies, even after Ms. Jacobson's requests. NEIA prevented Ms. Jacobson from benefiting from their contract at every turn, and in doing so, breached its implied covenant of good faith and fair dealing. NEIA's breach provides Ms. Jacobson with a complete defense to repayment.

Conclusion

NEIA created a deplorable situation for Ms. Jacobson: she graduated enormously indebted for an education that lacked any value. Meanwhile, Education Management Corporation, NEIA's parent company, posted \$2.5 billion dollars in revenue for the most recent reported year.⁹² She endures long-term unemployment because NEIA did not have any of the industry contacts or job preparedness training that it boasted to induce Ms. Jacobson to enroll. NEIA frequently caused her to act against her own interests in pursuit of its own profit, employing high-pressure tactics to ensure Ms. Jacobson was not fully informed about her decisions or able to make them freely.

Ms. Jacobson has been devastated by her student loan debt. With her credit ruined, she is unable to rent an apartment or consider purchasing a home or car.⁹³ Still unemployed at thirty-one, Ms. Jacobson is in no position to begin saving or planning for her future, nor to pursue further education to help her become employable in her field or any other.⁹⁴ She has been

⁸⁶ See *supra* notes 17-21 and accompanying text.

⁸⁷ See *supra* notes 19-21 and accompanying text.

⁸⁸ Jacobson Aff. ¶ 39.

⁸⁹ Jacobson Aff. ¶¶ 41-43.

⁹⁰ Jacobson Aff. ¶ 53; Jacobson Aff. Ex. J.

⁹¹ Jacobson Aff. ¶¶ 27, 52.

⁹² Education Management Corporation, 2013 Annual Report (Form 10-K) 3 (Sept. 3, 2013).

⁹³ Jacobson Aff. ¶ 60.

⁹⁴ *Id.*

pursued and harassed by debt collectors.⁹⁵ Each day she watches her student loan debt climb while her career goals and dreams for the future fall. Depressed, anxious, and feeling hopeless about her present situation and the future, Ms. Jacobson has sought medical treatment and legal help.⁹⁶

As detailed in this letter, Ms. Jacobson has numerous causes of action against NEIA, which provide complete defenses to repayment of her student loans under Massachusetts law. Pursuant to federal law, regulation, and the terms of her promissory note, she requests full cancellation of her federal student loan debt, a determination that she has not been in default, and the clearing of all negative credit history related to these loans.⁹⁷ If you have any questions about her claims or the evidence supporting them, please contact me. Thank you in advance for your attention to this matter.

Sincerely,



Toby Merrill
Attorney for Jessica Jacobson
617-390-2576
tomerrill@law.harvard.edu

Torie Atkinson
Student Advocate

CC: United States Senator Elizabeth Warren
Massachusetts Attorney General Maura Healey

⁹⁵ Jacobson Aff. ¶ 61.

⁹⁶ Jacobson Aff. ¶ 62.

⁹⁷ Following the cancellation of Ms. Jacobson's loan debt, the Department of Education can and should recover these funds from NEIA. *See* 34 C.F.R. § 685.206(c)(3) ("The Secretary may initiate an appropriate proceeding to require the school whose act or omission resulted in the borrower's successful defense against repayment of a Direct Loan to pay to the Secretary the amount of the loan to which the defense applies.").

ATTACHMENT 1

AFFIDAVIT OF JESSICA JACOBSON
IN SUPPORT OF HER LETTER ASSERTING STATE LAW DEFENSES

1. My name is Jessica Jacobson. I am thirty-one years old.
2. I reside at 33 Crescent Heights in Fitchburg, Massachusetts.
3. I graduated from Mount Wachusett Community College in May of 2004 with an Associate's Degree in Web Design.
4. In 2004, I was twenty-one years old and living with my parents. I had no assets or significant income and had never lived on my own.
5. I became interested in a career in post-production visual effects and began reaching out to schools with visual effects programs, including the New England Institute of Art ("NEIA").

Recruitment

6. In September of 2004, I visited NEIA and met with an admissions representative.
7. The admissions representative asked me about my interests and told me that NEIA's Media Arts and Animation program would prepare me for a career in visual effects.
8. The admissions representative told me that NEIA's program was difficult to get into but that my portfolio "looked great."
9. The admissions representative gave me several brochures, pamphlets, and handouts about NEIA's programs, copies of which are attached as Exhibits A and B.
10. NEIA's brochures and pamphlets convey that NEIA is a great school.
11. NEIA's admissions representative said the Media Arts and Animation Program was new but did not tell me that I would be in the very first class of students and that NEIA had never offered this program before.
12. NEIA's admissions representative gave me a tour of NEIA's facilities, including a high-end green screen studio that she said was for use specifically in visual effects work.
13. NEIA's admissions representative told me that the school's name had weight in the visual effects industry, and that the school and its career services office had exclusive connections, job leads, and networking opportunities in visual effects. The representative said that NEIA would help me through all stages of my job search and most of its graduates got great jobs.

14. NEIA's admissions representative told me that NEIA's career services office would work tirelessly to put me in touch with relevant job leads and connect me to alumni and professionals in the visual effects industry.
15. I felt pressured to apply to NEIA right away because of the representative's statements that the school was competitive.
16. I would not have enrolled at NEIA if I had known that the admission representative's statements about the quality of the Media Arts program, the high chance I would gain visual effects employment, and the resources NEIA would provide to connect me to visual effects jobs, were all false.
17. On November 12, 2004, I completed and signed a Stafford Loan Promissory Note, a copy of which is attached as Exhibit C.
18. On November 14, 2004, I completed and signed an Enrollment Agreement with NEIA, a copy of which is attached as Exhibit D. I did not know that the Enrollment Agreement included a mandatory binding arbitration clause or what that meant.
19. Around November 18, 2004, I received a letter from NEIA, a copy of which is attached hereto as Exhibit E, informing me that I had been accepted for admission into the Media Arts and Animation program to begin in January of 2005.
20. Between 2004 and 2007, I borrowed \$92,053 in federal and private student loans, all of which were paid to NEIA.
21. I did not know that some of my loans would accrue interest while I was in school.
22. I did not know that \$67,053 of my loans were private loans. The financial aid advisor told me that all of my loans were from NEIA's "preferred federal lender," and that I was receiving "the best possible loans." Therefore, I thought all of my loans were federal loans.
23. I was not asked to have any cosigners or speak to anyone before signing the loan applications or promissory notes.
24. I had no idea what my repayment amount upon graduation would be.

Media Arts and Animation Program

25. Once enrolled, I discovered that the Media Arts and Animation program's courses were geared toward aspiring animators and video game designers, not visual effects artists.
26. None of my professors had a background in visual effects.
27. No visual effects professionals ever visited the school.

28. The only class I took related to visual effects, Digital Composition, was taught by Jason Weiner, whose background was in video games.
29. Nobody at NEIA knew how to help me prepare an industry-appropriate portfolio.
30. NEIA accepted credits from only seven of my twenty-three classes from Mount Wachusett Community College. A copy of my NEIA Unofficial Transcript for Winter 2005, a copy of which is attached as Exhibit F. As a result, the program cost more and took longer than NEIA originally led me to believe.
31. I repeatedly contacted the administration, including the head of the Media Arts and Animation Program, Jason Donati, to accept additional transfer credits. Despite numerous meetings, calls, and office visits, NEIA refused.
32. The transfer credits they did accept were only allowed as electives, even if they were substantially equivalent to NEIA's required prerequisites.
33. For example, though I was a web design major at Mount Wachusett, NEIA required me to take "Intro to Computers."
34. I was also required to take "Digital Ink and Paint" because Jason Donati, the director of the Media Arts and Animation program, told me I would learn the program Toon Boom, an industry-appropriate software program. We never used that program. I re-learned Macromedia Flash, a program not relevant to visual effects, which I had already learned at Mount Wauchsett Community College.
35. In "Digital Editing Video and Audio," the professor told us he had taught himself the program we were using three weeks prior to class starting.
36. NEIA did not permit me to enroll in the only 3D visual effects course it offered because my transfer credits had satisfied all of my elective requirements. To take another elective I would have had to pay additional tuition above and beyond what I had already paid.
37. The green screen studio I had been shown on my tour was not available to students enrolled in the Media Arts and Animation program, and I was not permitted to use it for any of my projects.
38. To complete the only class assignment I ever received that required a green screen, I taped green pieces of construction paper to a wall.
39. One professor required me to use Windows Movie Maker to create a movie. This program would never be used in a professional setting. I asked my professor if I could teach myself a more appropriate program, such as Adobe Premiere, which the brochures NEIA's admissions representative had given me promised I would learn. My professor responded by docking my grade, and forced me to begin the project again using Windows Movie Maker.

40. Despite completing the Media Arts and Animation program, I am unprepared for a career in visual effects work. I lack experience with the kind of software that would be used in the visual effects industry and was never able to build an appropriate portfolio.
41. I repeatedly contacted Jason Donati about problems I was having taking relevant courses and being forced to retake courses I had already completed at Mount Wachusett Community College.
42. I wrote to NEIA's president, Stacy Sweeney, to discuss my concerns about NEIA's program, including the use of obsolete software and the dearth of relevant job connections. My draft letter is attached as Exhibit G.
43. No employee or representative of NEIA ever responded to my calls or letters.

Lending Practices

44. NEIA has a strict attendance policy described in its Student Handbook, excerpts of which are attached as Exhibit H.
45. Nearly every day, professors sent students out of class to report to the financial aid office.
46. I was frequently sent from my classes to report to the financial aid office, where financial aid officers told me to sign more financial forms.
47. One such document was the Creative Education Loan Promissory Note that I signed on October 19, 2006, attached as Exhibit I.
48. Financial aid officers did not explain the forms they asked me to sign and I was told that if I refused to sign, I would not be allowed to return to class. If I did not return to class, my grades would be penalized.
49. I believed that the financial aid advisors were looking out for my best interests. I signed everything they gave me.
50. I understand now that the forms I was signing were actually loan documents.

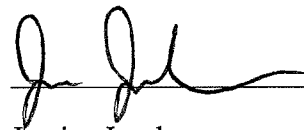
Post-Graduation Job Search

51. I repeatedly reached out to the Career Services Office about getting an internship in visual effects.
52. I was never put in touch with a single employer in visual effects.
53. During my final year, I was enrolled in a course called "Animation Seminar and Portfolio," which was meant to prepare me for my job search. In the course, the professor distributed a flyer titled "Tips for Applying to a Job from Craigslist," attached as Exhibit J.

54. With no assistance from NEIA, I found one unpaid internship with Brickyard Visual Effects, where I worked as an unpaid intern for several years, and then briefly earned \$10 per hr as a part-time, paid intern.
55. I was laid off by Brickyard in 2010 and have not been hired for any job remotely related to visual effects since then.
56. Despite NEIA's inability to help me find an internship and a job and my inability to find any paid work in visual effects, NEIA's career office asked if they could list me as a "success" for their records.
57. If I had known of NEIA's inability to prepare me for and assist me in pursuing a visual effects career, or that my loan payments would be so unaffordable, I never would have enrolled.
58. Soon after I graduated, I was unable to afford my loan payments and all of my loans went into default.
59. On August 30, 2013, I consolidated my federal loans into a Direct Consolidation Loan and enrolled in Income-Based Repayment. A copy of the Master Promissory Note for that loan is attached as Exhibit K.
60. My credit is ruined and I am unable to rent an apartment or consider purchasing a home or car. I cannot save money or plan for my future.
61. I have been pursued and harassed by debt collectors since my graduation.
62. Unemployed and over \$140,000 in debt, I fell into a deep depression and suffered from anxiety and panic attacks for which I have sought medical treatment.

I have read the foregoing statement and it is true to the best of my knowledge and belief under the pains and penalties of perjury.

Date: February 28, 2015



Jessica Jacobson

EXHIBIT A

So, are you going to sit still or are you going to evolve



This is where you and your ideas will evolve

The New England Institute of Art is situated in the Greater Boston area, just off Brookline, on the city border, and just a short drive from Fenway Park, and the college campus of Simmons, Emerson, Anna Maria, Wentworth, and Northeastern. Brookline is a blend of busy city streets and a rolling countryside. You'll find upscale shops and smart clubs, a hillside park overlooking Boston, and a world of skating rinks, town and golf courses, and Brookline's very own working farm.

Major retail centers such as Devonshire Corner and Brookline Village feature bookstores, coffee shops, food markets, antique stores, and much more. Our students find our location particularly convenient thanks to many of Boston's radio and television stations, ad agencies, and media production companies that are located here.

Study in an environment that nurtures creativity

Our school and facilities are designed to help launch your career. We have six computer labs, two television studios, two digital editing labs, three radio production studios, a MIDI lab, three recording studios, Web radio station, and four graphic design classrooms. We also have a record label company called Naked Ear Records and a video production company called Naked Eye Video.

Our library houses a collection of communications and design-related books, career-related periodicals, videotapes, computers, and CDs. Students may also use the library to access online databases.

Keep yourself well-rounded

Outside of class, our students are still keeping active in their chosen fields. All independent radio broadcasters entirely on the Net. Staffed and programmed by students and faculty, it broadcasts daily across the globe. Naked Ear Records is

Financial Aid

We are here to help you find ways to make your education affordable. Financial assistance is available to those who qualify.

Career Services: We're here to help

The Career Services Department aids our soon-to-be graduates with their job search — and also assists students in finding part-time employment while they're in school.

your talent? Change happens here. What's it take? A

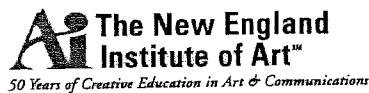
The New England Institute of Art is dedicated to helping men and women become intellectually aware, socially responsible people as well as actively engaged, technically competent design and communications professionals.

Many of our faculty work outside of the classroom in their field of expertise.

our record label and releases compilation and single artist recordings. The New Media Group allows students to explore new media, the Internet, and the Web. In addition, Naked Truth is the College's literary magazine published twice a year. Naked Eye Video is the College's production company and produces music videos, documentaries, theatrical productions, and more. The Graphic Design Club gives students the opportunity to work on pro bono and freelance projects outside of the classroom. Drama Club students enjoy various activities, including attending theatrical productions at local venues and preparing for auditions.

Housing services: Become an artist in residence

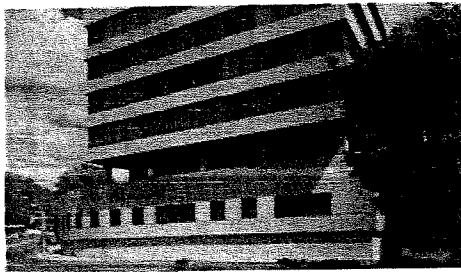
Our goal at the Student Services Department is to help you find comfortable, affordable housing that suits your budget and lifestyle. Limited college-sponsored housing is available each semester on a first-come, first-served basis. The College assists students seeking independent housing in the area by providing roommate referrals and rental information.



110 Brookline Place West
Brookline, MA 02445-7286
1-617-739-1700 or 1-800-903-4425
Fax: 1-617-582-4500
www.neia.aia.edu

Programs of Study

- Audio & Media Technology (BS)
- Audio Production (AAS)
- Broadcasting (Bachelor of Arts)
- Television (BS)
- Graphic Design (BS)
- Documentary & Web Design (BS)
- (AS) Associate of Science
- (BS) Bachelor of Science



There will be video games, light years ahead of anything you've ever played before. There are cars, yet to be driven, whose beautiful curves will sing siren's songs of "try me, buy me" to you from the sales lot. Or envision a new fusion restaurant, where the cuisine of two countries are melded for the first time.

New ideas are floating around everywhere, and it takes a special kind of person to tap into them. Someone who understands that creativity doesn't just happen overnight. Someone who isn't afraid to take chances and challenge everything, including themselves. Someone who is willing to push conventional thought past the limits into a fresh, workable idea.

Chances are, you're one of those people. The art of creativity demands an open mind that asks "What if?" and "Why not?" It requires pushing ideas and never settling for mediocrity — advancing thought toward

fresh, new solutions. This process keeps art, and those people involved with the creation of art, vibrant and ever forward-thinking.

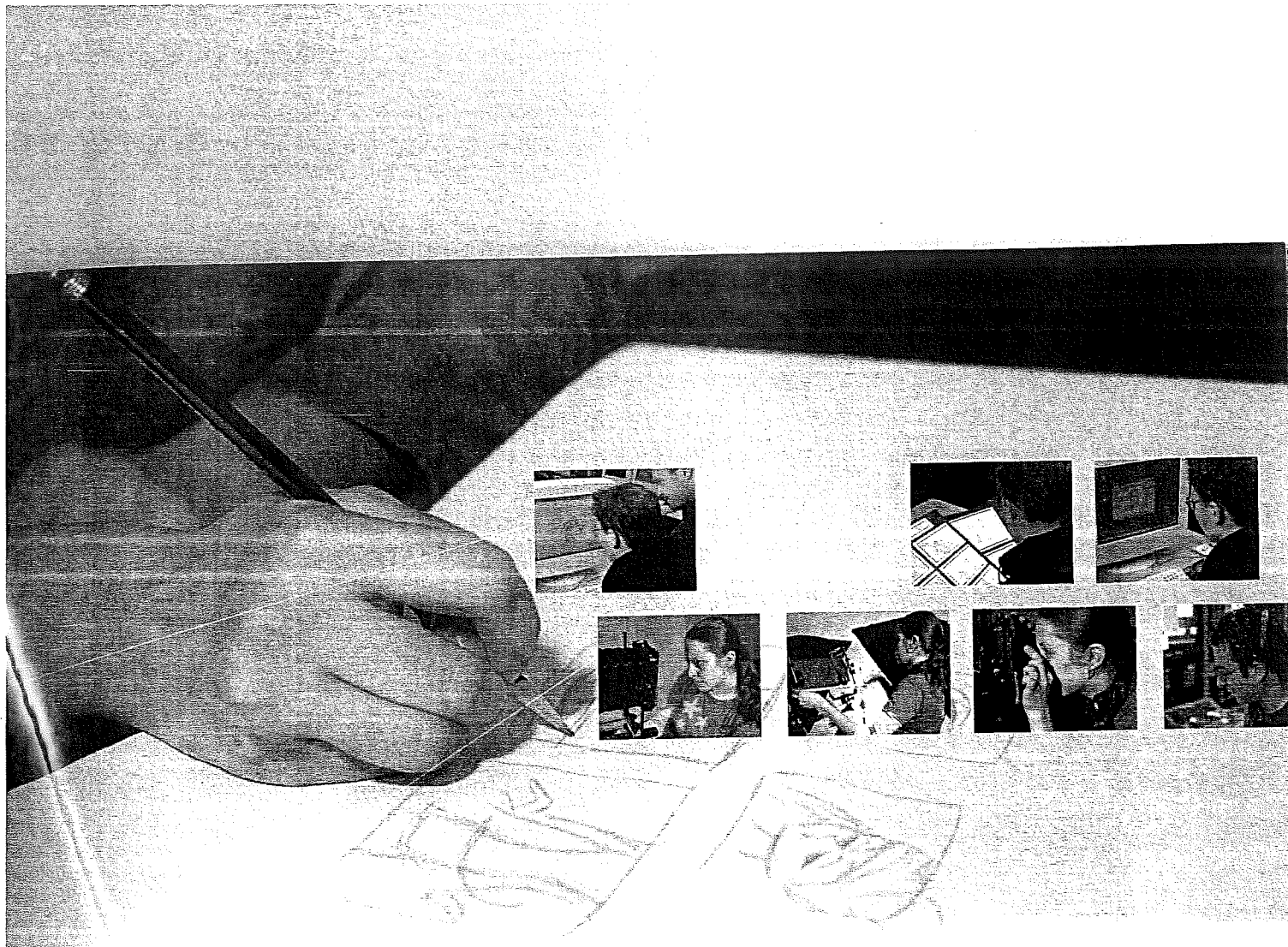
At The Art Institutes, we provide a launching pad for your personal and professional creative evolution. The tools we provide can give you the means to make your ideas unfold. And you won't be alone. Synapses are firing everywhere; imagine tossing around ideas with a classroom of students who also want to push the envelope, encouraged by faculty who have the experience and commitment to help make those ideas happen. Watch good concepts transform into even better ideas and eventually into creative solutions.

Creativity takes talent, determination, and legwork. You'll be challenged here, cooking up and developing your ideas and learning how to work in the real world and a changing marketplace. **Expect to evolve.**

→ **Media**

The digital art of storytelling





→ When you start your first quarter at The Art Institutes you may have some misconceptions about the media arts industry, and you'll be surprised and enlightened as we dispel these for you. Things like, "If you know the software, you can design an effective web site." Or, "If something looks cool, it works." Well, this isn't always the case.

Fact is, there's a systematic process and lots of thinking behind every cool Web site, video game, and award-winning TV commercial. There are foundations that are learned before you start creating the world's next infamous superhero. You'll learn to profile your target audience and work as part of a team combining all elements of the creative process to develop a plan and communicate effectively. The best cameramen, animators, audio engineers, multimedia designers, and game programmers are computer savvy and eager to keep up with the frenetic evolution of software. It's about growing and learning as new technologies emerge. It's conceptual, problem solving, and self-expression. It means thinking like a communicator and a storyteller.

Media drives business.

Whether it's advertising on TV, a corporate industrial video, a radio spot, or a Web site, businesses depend on the talent of media arts professionals to bring their messages to life in original and interesting ways. That's why the media programs at The Art Institutes emphasize business principles as much as creative ones.

Have you ever seen a TV spot that was cool to look at but didn't give you a sense of why that product was better than anything else on the market? It happens all the time. That's why it's so important, as a communicator, that you learn to use the creative tools at hand to capture the attention of your audience while never losing sight of what your client wants to achieve. If your presentation looks great but didn't achieve its goals, time and money have been wasted. Our dedicated faculty will teach you to approach every project as a problem or need of a solution. This means knowing what's going on in the heads of a potential client — knowing what their goals are, and why they want what they want. It also means learning how to work and think as part of a team. You'll learn to pay attention to detail, listen



and create designs that work. Doing your homework, keeping up with industry and technology trends, and studying how to develop effective concepts will make you a more well-rounded professional. So, whether it's designing a Web site that teaches children about safety, a broadcast message that has to appeal to female grocery shoppers over 35, spending hours on a photo shoot to create pictures that speak for themselves, or creating the hottest selling new video game, you'll see that it all comes down to solving real-world problems.

Making progress in an industry of change.

As you move through your courses in media arts, you will notice that you're not only becoming a vital part of change, but that your talent, skills, and ideas about the role of media arts is also progressing. And because technology continues to evolve at an astounding rate, The Art Institutes provide the necessary training, access, equipment, time, mentors, and practice you'll need. You will acquire knowledge about the stages of the production process and learn how to be part of a creative team. Start-to-finish projects enable you to learn important concept and execution skills, while also giving you the opportunity to learn more about yourself as you grow and refine your

skills. Your passion will turn into techniques in courses taught by faculty who know their business. You'll learn to bring your imagination to life in an effective way that speaks to your audience. Faculty and classmates will critique your work, and your efforts will improve through good, constructive feedback. You'll spend hours coming up with ideas and refining them. This could mean being in an edit suite making up for less-than-perfect shoot conditions. Or in an audio session coaching the voiceover talent on her delivery. Your storyboards and designs will be scrutinized. And you'll learn that there is much more to learn than you had ever imagined. Ultimately, your own style and innovation will evolve. Each quarter, you'll realize that the creative process does not always follow a straight and narrow path, it can actually be quite chaotic as all sorts of things bubble to the surface while you explore your ideas. You'll also discover that in the midst of the chaos, there will be those "a-ha" moments when it all comes together.

The pay off

In the final quarter of your program, professional development courses will help you build the skills and confidence you'll need to begin your job search. Our

“In critiques, you learn to start listening to what others are saying and you learn to look at your work objectively. It makes you more well-rounded.”

Ashley Summerlin, Graphic Design, Student
The Art Institute of Atlanta

→ Imagine.

Animated epics that inspire. Game designs that captivate. Special effects that fascinate. Media arts professionals combine imagination and technology to surprise, inform, and entertain via the Internet, television, and the silver screen. They're inspired by the energy of motion and the power of sound. They examine how shadows dance across moving objects. And how movement affects color and proportion. They're the next generation of storytellers.



Career Services staff will guide you through those first steps into the working world through job leads and networking opportunities that can get your foot in the door and your career on the right track. By the time you're ready to graduate from your media arts program, you will have culminated a portfolio of your finest work for potential employers to see — a demonstration of your hard work and imagination. Our goal is to prepare you for entry-level positions in the media arts field. All this, combined with your new-found appreciation for how this industry works, will help you to make an impact in this fast-paced and continuously changing field.

Media Arts Programs of Study
Program offerings vary by location.

Animation

Master's, bachelor's, and associate's degree programs; diploma and certificate programs

Audio Production

Bachelor's and associate's degree programs; diploma and certificate programs

Broadcasting

Associate's degree program

Digital Media Production

Bachelor's degree program

Game Art & Design

Bachelor's degree program; diploma and certificate programs

Multimedia & Web Design

Bachelor's and associate's degree programs; diploma and certificate programs

Photography

Bachelor's and associate's degree programs; diploma program

Video Production

Master's, bachelor's, and associate's degree programs; diploma and certificate programs

Visual Effects & Motion Graphics

Bachelor's degree program; diploma and certificate programs

COPY

AI The New England Institute of Art®

50 Years of Creative Education in Art & Communications

AI The New England Institute of Art

Career Services



ABOUT THE COLLEGE

The New England Institute of Art provides a balance of career and liberal arts education to prepare graduates for employment in their chosen field. Industry-experienced faculty use a student-centered approach and market-driven curricula to support students in developing the tools and skills necessary to achieve their goals.

DEGREE PROGRAMS

Audio and Media Technology

The Bachelor of Science degree program in Audio and Media Technology is for students who are serious about the audio industry and their future. Students get a solid grounding in critical listening, computer music, and the physics of sound, plus exposure to the actual situations that they run into in their professional career.

Graphic Design

The Bachelor of Science degree program in Graphic Design is the first step toward a career in commercial design. Initially, students develop an understanding of color and composition, design and typography and drawing skills. As they progress through the program, students are trained in creative problem solving and learn to offer solutions that are effective in the business of Graphic Design.

Digital Media Production

The Bachelor of Science degree program in Digital Media Production provides an intensive study of digital production in three highly competitive areas: Digital Cinema, Corporate and Commercial Video Production, and E-Journalism. The degree gives all students a solid base of foundational material to develop critical thinking skills in History of Mass Communications, History of the Moving Image, The First Amendment and Media Literacy and Popular Culture. It also immerses students in the digital technology for shooting, editing, writing, graphics, and communications on the web.

Interior Design

The Bachelor of Science degree program in Interior Design offers students the opportunity to learn foundation art skills, drafting, contract/commercial design, residential design, and furniture history and design to help them solve client problems. Students will develop abilities in all aspects of the design of three-dimensional residential and commercial spaces. Students start with courses in drawing, perspective, proportion, color theory, basic design and other fundamentals. The program also incorporates courses in 2-D and 3-D computer-aided design, history of Interior Design and cultural contexts, furniture design, materials, textiles, environmental systems, architectural detailing, lighting design, building codes, computer rendering, 3-D modeling, accessory design and other topics related to the field.

Media Arts & Animation

The Bachelor of Science degree program in Media Arts & Animation refines and synthesizes the students' competencies in the field of computer animation. Students apply advanced techniques in drawing characterization, animation in both 2-D and 3-D computerized environments, and interactive technologies. Students will develop a graduate project which represents a unique style and demonstrates conceptual abilities. This program prepares graduates for entry-level positions such as 2-D animators, 3-D animators, special effects animators, broadcast graphic artist, or other animation and art specialties.

Interactive Media Design

The Bachelor of Science degree program in Interactive Media Design offers hands-on experiences in everything from designing streaming media to managing Web site growth and exploring new dimensions with electronic shopping and interactivity. Students can study a wide range of areas, from designing virtual worlds to marketing on the Internet. Students learn to develop and manage Web activities and create e-commerce applications. Students work in the college's Internet labs, where they learn about Web site development and management, marketing and e-commerce, measuring the success of online activities, and protecting secure access. Students graduate with skills in building and maintaining Web sites and developing Internet-based strategies to help organizations integrate the Web into their operations.

Audio Production

The Associate of Science degree program in Audio Production allows students to learn a basic skill set covering the fundamentals of various audio applications. Included are courses that require the student to produce projects that demonstrate their creative and technical abilities.

Broadcasting-Radio & TV

In the Associate of Science degree program in Broadcasting, students can concentrate in either radio or television. Students acquire essential skills of radio or TV broadcasting, from announcing and videography to editing and producing. Students also learn to produce a high-quality product and bring it to market, with assignments built around real-world broadcast situations such as shooting, writing, and editing a TV news story or producing a music video under deadline.

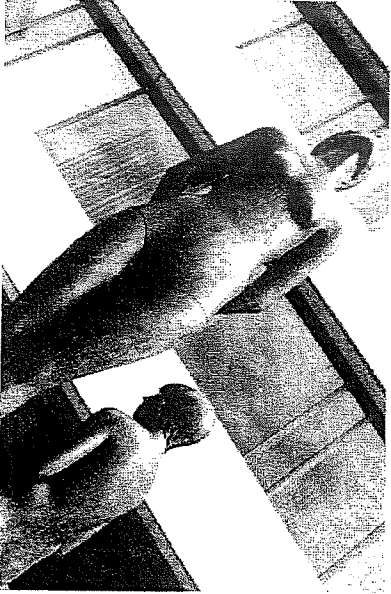
CAREER PLANNING & PROFESSIONAL PLACEMENT ASSISTANCE

Whether your industry is Graphic Design, Broadcasting, Sound Engineering or Interactive/Multimedia, New England Institute of Art graduates have the training and skills to be valued employees with your company. Career Services takes pride in working closely with employers, students and alumni to ensure that our candidates are referred to only appropriate employment opportunities.

The New England Institute of Art and Career Services are committed from the student's very first semester to begin to prepare them for career success. Initially, assistance is offered in finding part-time jobs, via the Student Employment Advisor. The Student Employment Advisor manages the on-campus work study program, however many students choose to work off-campus. Chances are if you have a part-time job available - The New England Institute of Art has a student that can fill that job. Typical student employment jobs are in the following areas: customer service, office/administrative, retail, technical support, audio/video, etc.

Our approach is simple. Students work with specifically assigned Career Advisors to devise a job search strategy. Career Advisors help students determine their interests, skills, abilities during their last semester and work intensively with them after graduation to help them find appropriate field-related positions.

Post your jobs with Career Services! You can feel confident that you'll get a quick response, your positions will be shared only with candidates who are appropriate and as a result you'll receive resumes/inquiries from students and grads who are qualified.



INTERNSHIPS

At The New England Institute of Art we believe hands-on experience and internships are an integral part of how students learn about the industry they plan to enter. Therefore, it's a requirement that all students complete at least 120 hours of an internship prior to graduation. The Internship Program is administered and overseen by the Office of Career Services. Career Advisors assist students in identifying appropriate internship sites.

Internships are:

- Required (120 hours) additional internships are strongly encouraged,
- Usually done in the student's final year of study,
- Done for college credit,
- Are either paid or unpaid,
- Usually done part-time - students intern an average of 15-20 hours per week

WAYS TO GET INVOLVED

We value participation and input from our employer partners. Here are a few ways to get involved with The New England Institute of Art.

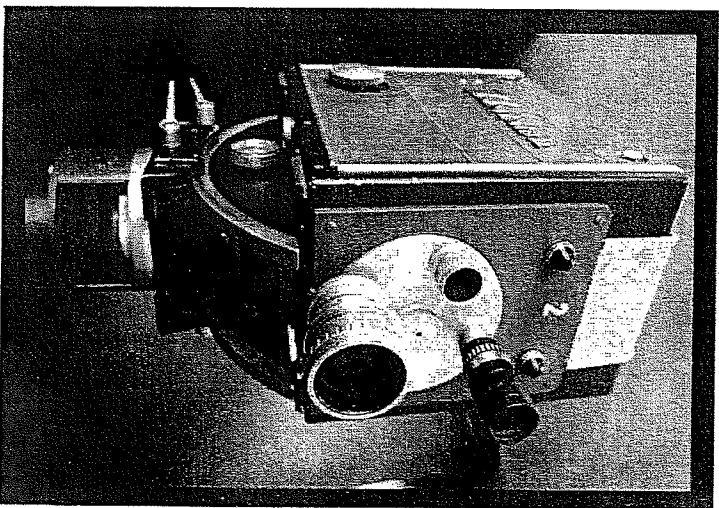
ON-CAMPUS RECRUITMENT: Save valuable time! Save on advertising costs! You're always welcome to our campus (conveniently located in Brookline Village) to meet with and interview students and/or recent grads for your open positions.

CAREER FAIR: Promote your company! Meet new and future grads for open positions! Usually held in the Spring, The New England Institute of Art career fair is a great way to meet potential candidates for your open positions.

PANEL DISCUSSIONS/GUEST SPEAKING: Share your knowledge and experience with our students and future grads! A number of times per year, Career Services invites employers to share their vast knowledge and experience with students and recent grads.

ABOUT CAREER SERVICES

The New England Institute of Art prides itself on a strong emphasis on career preparation. These services include career planning, internships, close employer involvement and job placement assistance for our graduates. Each program has a specific career advisor who works with students, grads and employers in their industry and oversees internship and job placement for students in their major.



RECENT NEW ENGLAND INSTITUTE OF ART GRADUATES:

AUDIO PRODUCTION

- Mike LaPere, Recording Engineer, Long View Farm Studios, Brookfield, MA
- Elissa Young, Label Manager, Gigante Music, NYC
- Andy Geel, Pro Tools Editor, Daddy's House, NYC
- Zach McNees, Assistant Engineer, The Hit Factory, NYC
- Garvie Simmons, Distribution Representative, Sony Records, NYC
- Lora Helstrom, Promotions Assistant, Warner Bros Music Group, NYC
- Alex Brahms, Assistant Director, Presentation Services, Boston, MA
- Andrew Antczak, Customer Service/Sales, Calwalk, Boston, MA
- Austin Lemieux, Purchase Controller, Pro Audio Design, Rockland, MA
- Jill Matte, Audio Engineer, Cramer Productions, Norwood, MA
- Raphael Sofer, Assistant Engineer, Q Division Studios, Somerville, MA

RADIO BROADCASTING

- Lynne Hoffman, Host, VH1 Classic, NYC
- Ramiro Torres, On Air Personality, WJMN JAM 'N 94.5 FM, Waltham, MA
- George Knight, On Air Personality, WBOS 92.9 FM, Boston, MA
- Angelle Wood, On Air Personality, WFNX 101.7 FM, Boston, MA
- Leslie Hicks, On Air Personality, WWFX FM, Worcester, MA
- Marc Nazaro, On Air Personality, WJYY FM, Concord, NH
- William Cooksey, On Air Personality, WESX AM, Marblehead, MA
- Stephen Budwits, Local Music Director/Night Jock, WKKB FM, Fairhaven, MA
- James Stewart, Producer, WEEL AM Sports Radio, Boston, MA
- Christina Curcuru, Production Assistant, VH1 Satellite Radio XM-158

TELEVISION BROADCASTING

- Ernesto Jerez, Announcer, ESPN Deportes, Bristol, CT
- Yelen Ysais, News Technician, ESPN, Bristol, CT
- Steve Bequin, Production Assistant, ESPN, Bristol, CT
- Devon Savers, Assignment Editor, Hearst-Argyle, Albuquerque, NM
- Bonnie Clifton, Editor, WNEP-TV, Scranton, PA
- Yoko Nakamura, Master Control Operator, New England Cable News, Newton, MA
- Dearna Olcott, Production Coordinator, Comcast, Boston, MA
- Samantha Seilig, Technical Support Rep, AVID, Tewksbury, MA
- Leigh Willis, Video Technician, VideoLink Boston, Watertown, MA

INTERACTIVE MEDIA DESIGN

- David Bozzi, IT Support Associate, Harvard Medical School, Boston, MA
- Ron Blodeau, Book Production Specialist, Boston Common Press, Brookline, MA
- Tim Taylor, Designer, Flipp Sports, Canton, MA
- Paul Dagnello, Multimedia Producer, Boston College/Office of Marketing & Communications, Chestnut Hill, MA
- Adam Krueger, Designer/Developer, Code Lab Technology, Wakefield, MA
- Jeremy Lasseter, Multimedia Producer, The MITRE Corporation, Bedford, MA
- Jose Medeiros, Multimedia Designer, Glad Works, Pawtucket, RI
- Chris Saint-Amant, Software Engineer, Biz Group, Inc., Somerville, MA
- Dominic Taormina, Production Assistant, Sky Publishing, Cambridge, MA
- Jennifer Boone, Assistant Web Master, WHDH NBC 7, Boston, MA

GRAPHIC DESIGN

- Christopher Elsworth, Designer/Owner, CGE Design, Boston, MA
- David Oliva, Production Assistant, Versal Editorial Group, Andover, MA
- Jeffrey Jalovec, Graphic Designer, AgalMatrix, Cambridge, MA
- Jeff Silvestris, Graphic Designer, DiBona Bornstein & Randon, Boston, MA
- Rich Gorzinski, Graphic Designer/Marketing Assistant, Boston Acoustics, Peabody, MA

AI The New England
Institute of Art

50 Years of Creative Education in Art & Communications

10 Brookline Place West, Brookline, MA 02445

Tel: (617) 739-1700 Fax: (617) 582-4684

Visit us on the web: www.nia.edu

Media Arts & Animation Course Descriptions

Please note all courses are subject to change. All courses are three credits unless otherwise indicated.

GD 101 Drawing and Perspective
A fundamental drawing course in which students learn how to use a variety of drawing tools, draw three-dimensional objects in one, two, and three point perspective, and generate drawings that demonstrate correct proportions. Students are also introduced to the various means of visual indication in design. *Prerequisite: None*

GD 102 Fundamentals of Design
An exploration of the basic principles of design and an introduction to the creative process. Design elements and relationships are identified and employed to establish a basis for aesthetic sensitivity and critical analysis. Color theory is explored as well as the cultural and psychological impact of color in relation to design. *Prerequisite: None*

GD 103 Life Drawing
The human figure is analyzed and interpreted. Students practice their drawing skills, applying correct proportions, and showing form and gestures through the use of line and tone. *Prerequisite: GD 101 Drawing and Perspective*

GD 120 Digital Imaging
An introduction to photo retouching, image manipulation, and the creation of original artwork using computers and bitmap software. Scanning methods, color adjustment, and special effects through the use of filters are stressed. *Prerequisite: CSI-101 Understanding Computer Technology*

MA 110 Principles of Animation
Students learn to identify various types of animation. The illusion of artistic animation is analyzed and executed through exercises. This course also involves discussions of new developments and future trends in the industry, analysis of major sectors of the industry and career opportunities within them. *Prerequisite: None*

MA 210 Advanced Life/Anatomy
Building on skills developed in previous drawing courses, students will further refine drawing skills as applied to animation. Emphasis will be placed on simplifying drawing through contour lines, generating impressions of form under time constraints and expressing emotion through the use of abstract line and form. *Prerequisite: GD 103 Life Drawing*

MA 220 Acting and Movement
The introduction of acting as a tool of research through studies of animated movement. Characters' personality, expression, motivation, body language, and posture will be studied through classroom exercises in a variety of media. *Prerequisite: None*

MA 230 Storyboarding for Animation
This course focuses on industry-standard storyboarding and scripting techniques to animation. Contents to be covered include the various purposes and formats of storyboards, the basic terminology and concepts used in storyboarding, and the

application of storyboarding techniques to the creation of storyboards with or without a written script. *Prerequisite: MA 210 Advanced Life/Anatomy*

MA 240 Character/Object Design
In this course students will design and draw characters or objects for animation using line to accurately delineate the form. Students will learn appropriate proportion and form for an animated character or object. Course assignments include gesture drawing, action poses, turnarounds, and the creation of 3D characters or objects. Students will animate their characters and objects through the use of flip books and/or stop motion animation. *Prerequisite: MA 210 Advanced Life/Anatomy*

MA 250 Digital Ink and Paint
This course is an introduction to the computer as an ink and paint media for animation. Scanning, clean up, ink and paint, camera will be explored. *Prerequisite: CSI 101 Understanding Computer Technology*

MA 260 2D Animation
Students will study the basis of timing, weight, and anticipation. Use of a capture device, pencil tests, and other 2D animation skills will be explored. The students will apply these skills through storyboarding and character studies. *Prerequisite: MA 210 Advanced Life/Anatomy, MA 230 Storyboarding for Animation*

MA 270 3D Modeling
In this course, students expand their knowledge and skills in a computer-based 3D modeling environment. Topics to be covered include: skinning, beveling, displacement mapping, terrain modeling, metaball modeling, match perspective, 3D scanning, and texture modeling. *Prerequisite: MA 240 Character/Object Design*

MA 280 Background Design and Layout
This course focuses on the fundamentals of background layout with an emphasis on perspective, composition, design basics, staging, mood, texture and lighting. Students will also learn the basics of using props as background and foreground design elements. *Prerequisite: MA 210 Advanced Life/Anatomy, MA 230 Storyboarding for Animation*

MA 310 Digital Editing - Video and Audio
This course introduces students to the basic concepts and techniques in videography and audio as related to animation. Students will be exposed to basic theories and terminology in video production and the handling of basic gear including tripod, cables, camera, etc. Emphasis is placed on hands-on experience in video production so that students can translate the physical sense of video images into their computer environment for animation. Students will also learn to digitize sound and apply it for audio enhancement of their animations as well as how to produce appropriate audio effect and transition in computer animation. *Prerequisite: MA 230 Storyboarding for Animation, MA 260 2D Animation*

MA 320 3D Animation
This course explores the various techniques to create animation in a 3D environment on a computer. Specific animation features and functions of the given software will be discussed and applied to the production of short 3D animation projects. Emphasis will be placed on synthesized use of animation techniques. *Prerequisite: MA 270 3D Modeling*

MA 330 Advanced 2D Animation
In this course, building on the principles of 2D animation, students are responsible for organizing the elements necessary to complete a 20 second animation short. Addition of increases the level of complexity and necessitates a storyline. Use of a capture device, pencil tests, and other 2D animation skills will be utilized. *Prerequisite: MA 230 Storyboarding for Animation, MA 260 2D Animation*

MA 350 Advanced 3D Modeling & Animation
Built upon the foundation of 3D modeling and animation, this course continues to explore the more advanced techniques needed to create animation in a 3D environment on a computer. Specific animation features and functions of the given software will be discussed and applied to the production of an animation project. Emphasis will be placed on use of advanced animation techniques in a computer-generated 3D animation. *Prerequisite: MA 320 3D Animation*

MA 410 Digital Compositing
This course will expose students to the disciplines used in finalizing a composited project utilizing various software. The class will reinforce compositing concepts and techniques that students have learned in previous classes. Each student will produce a final edited project that combines live-action, stills, CG imagery, and/or stop motion puppets and miniatures. *Prerequisite: MA 260 2D Animation, MA 310 Digital Editing - Video and Audio, MA 320 3D Animation*

MA 420 3D Visual Effects
Effects animation takes students through the basics of making special effects. Students will be using such tools as particles, soft bodies, dynamics and expressions to create several scenes. *Prerequisite: MA 250 2D Animation, MA 270 3D Animation, MA 310 Digital Editing - Video and Audio*

MA 430 Animation Studio
Students create a full-length animation with a purpose. In this advanced course, all nuances of project creation, production, and post-production are taught. *Prerequisite: MA 310 Digital Editing - Video and Audio, MA 330 Advanced 2D Animation, MA 320 3D Animation*

COPY



Media Arts & Animation

Bachelor of Science Degree Program

Program Overview

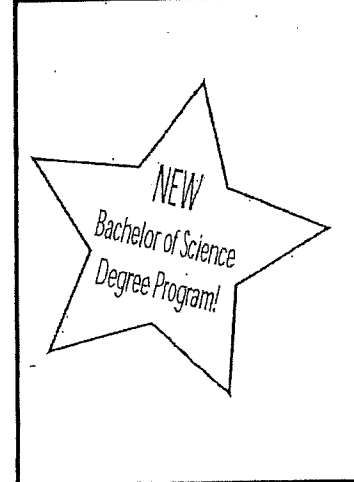
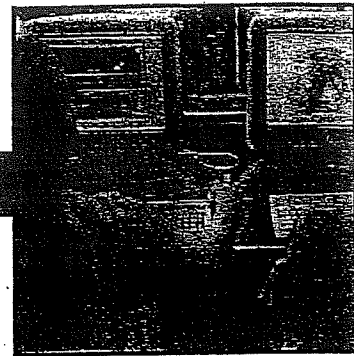
Bachelor of Science in Media Arts & Animation

Whether it's information or entertainment, the wide appeal of the electronic media has created a growing need for people skilled in media and animation arts. The Media Arts & Animation program at The New England Institute of Art provides intensive training in the skills necessary to succeed in this fast-paced, creative field.

The Bachelor of Science degree in Media Arts & Animation refines and synthesizes the students' competencies in the field of computer animation. Students apply advanced techniques in drawing characterization, animation in both 2-D and 3-D computerized environments, and interactive technologies. Students will develop a graduate project which represents a unique style and demonstrates conceptual abilities. This program prepares graduates for entry-level positions as 2-D animators, 3-D animators, special effects animators, broadcast graphic artist, or other animation and art specialties. The length of the program is eight 15-week semesters.

Students' creativity and critical thinking are nurtured within the liberal arts (general education) component of the program. By fostering intellectual and aesthetic growth, these courses help students develop a perspective about the interaction of their own discipline with other forms of creativity.

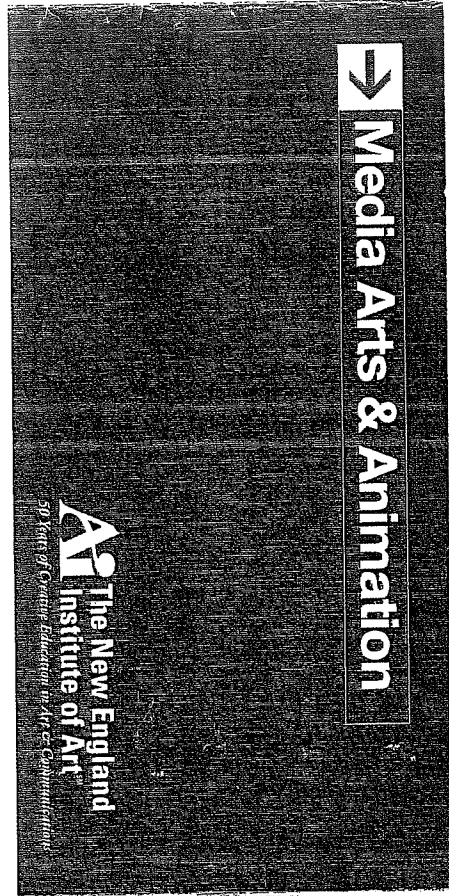
Media Arts & Animation graduates are prepared to market their new skills, uniting their creative ability and technical expertise to fulfill the demands of employers who have a need for computer animation, media design, and digital image production and manipulation.



Jan A.

	Sequence A	Sequence B	Sequence C	Sequence D	Sequence E
1st Semester	CSI 101 or CSI 120 (Pre: CSI 100)	English Selection	SEM 101 Freshman Seminar	GD 101 Drawing & Perspective	GD 102 Fundamentals of Design
2nd Semester	HIS100 History of Communications	English Selection	Humanities Selection	GD 103 Site Drawing (Pre:GD 101)	MA 110 Principles of Animation
3rd Semester	GD 120 Digital Imaging (Pre:CSI 101)	English Selection	Social Science Selection	MA 210 Advanced Life/Anatomy (Pre: GD103)	MA 220 Acting and Movement
4th Semester	MA 250 Digital Ink and Paint (Pre:CSI 101)	Math Selection	Physical Science Selection	MA 240 Character/Object Design (Pre: MA210)	MA 230 Storyboarding for Animation (Pre: MA210)
5th Semester	MA 280 Background Design & Layout (Pre:MA 210)	Math Selection	Social Science Selection	MA 270 3D Modeling (Pre:MA 240)	MA 260 2D Animation (Pre: MA 210, MA 230)
6th Semester	MA 310 Digital Editing Video & Audio (Pre: MA230 & MA 260)	MM 260 Animation Graphics for the Web (Pre:GD 120)	SCI 200 Physical Science of Visual Communication	MA 320 3D Animation (Pre: MA 270)	MA 330 Advanced 2D Animation
7th Semester	MA 410 Digital Compositing (Pre:MA260, MA310, MA320)	MM 360 Interactive Web Graphics (Pre: MM260)	General Elective	MA 350 Advanced 3D Modeling & Animation (Pre:MA 320)	MA 430 Animation Studio (Pre: MA310, MA330, MA320)
8th Semester	MA 497 Animation Seminar	MA 498 Animation Internship	General Elective	MA 420 3D Visual Effects (Pre: MA250, MA270, MA310)	MA 450 Animation Production Team (Pre: MA350, MA430, MA410)

EXHIBIT B

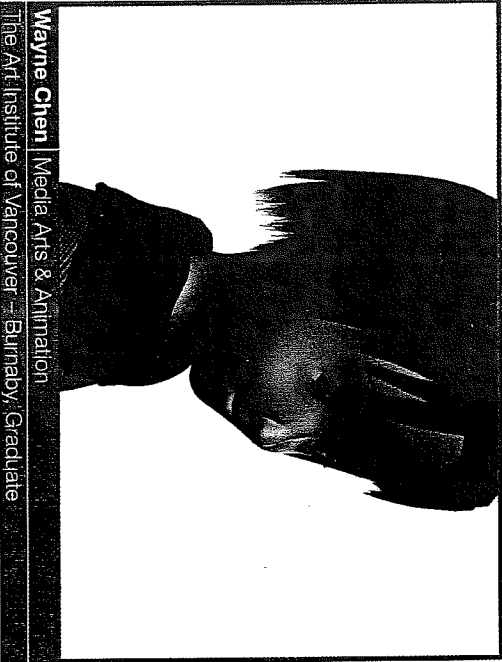


blast-o-ray





Peter Hart | Media Arts & Animation
The Art Institute of Vancouver – Burnaby, Graduate



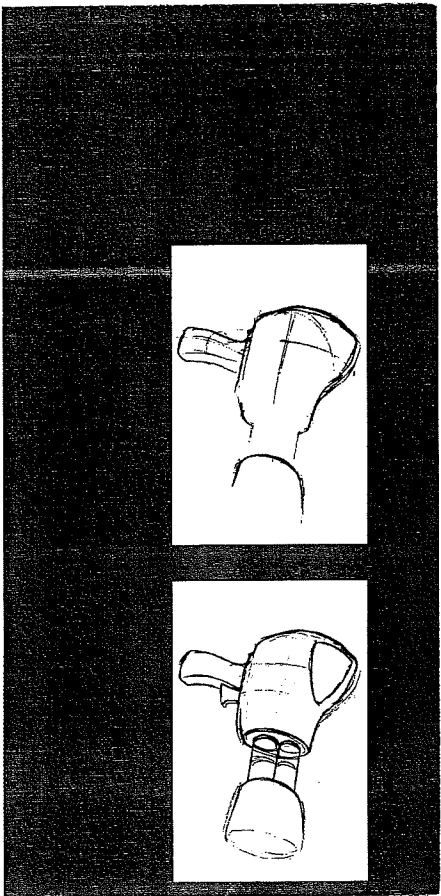
Wayne Chen | Media Arts & Animation
The Art Institute of Vancouver – Burnaby, Graduate

What makes media arts and animation so exciting?

The field of Media Arts & Animation is as limitless as your imagination. It constantly evolves as new technology is released and forward thinking individuals embrace it. Dazzling sports graphics, special effects, animation that entertains as it educates — whatever it takes to amaze the eye and the mind is the focus of this exciting profession. Artists in this field are three-dimensional thinkers. They combine their creativity and technical skills to produce work for nearly every industry and take us to new places we've never been before.

To media artists, the world is in constant motion. They find ways to capture the movement of everyday life and re-create it in a digital environment. These artists strive to make their work as lifelike as possible — from studying how shadows shift on moving objects, how movement affects color and proportion, and how technology itself will innovate to respond to the demand of creating such work.

A Media Arts & Animation professional is computer savvy and eager to keep up with the quick and constant evolution of software. It's about artistic ability and the desire to con-



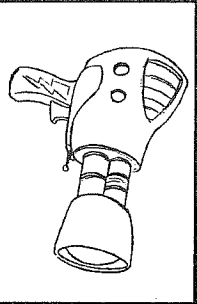
tinually improve it. It means to think like a communicator and storyteller. The payoff is being involved in one of the most creative professions today.

Inspire yourself. Evolve your ideas.

Before you can jump into creating ultra-cool spinning logos or characters that have been dancing around in your head, you've got to become comfortable with the groundwork. That means starting with the basics — drawing, character and object design, color theory, video production, and computer applications.

Hands-on studies immerse you in computer graphics, image manipulation, and 2-D and 3-D animation techniques. You'll learn how to develop a storyboard and write a script. You'll become knowledgeable in background and scenic layout, audio for animation, and digital video editing. Faculty, many of whom are working professionals in the field, will show you how to work on industry-related Pentium-class PC and Macintosh platforms, along with equipment and software such as Adobe Photoshop, Autodesk 3-D Studio, and Premier.

As you advance through your program, class assignments simulate real-working experiences.



To media artists, the world is in constant motion. They find ways to capture the movement of everyday life and re-create it in a digital environment.

Program-related activities such as community service projects and trips to computer animation industry events will give you practical, professional exposure to the working world of animation. Putting your knowledge into motion outside of the school is not only good practice for your first "real world" position — it's also a lot of fun.

Go out there — do great things.

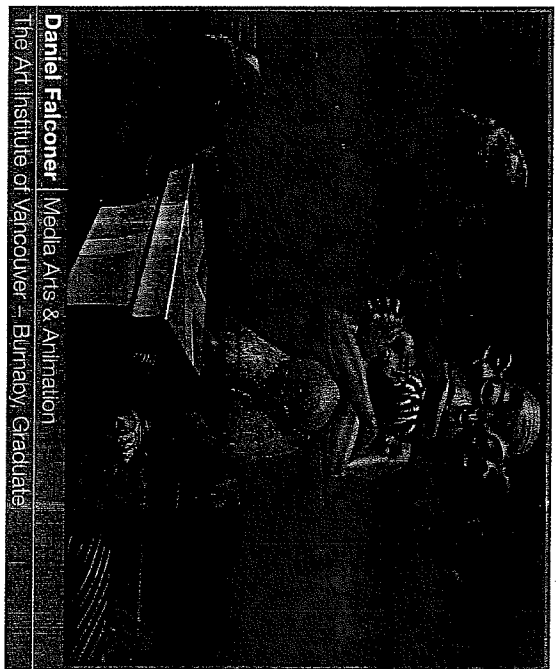
Where will our Media Arts & Animation program take you? Network and cable television companies, for starters. Major corporations and commercial post-production facilities, along with interactive, game design, and film companies are also in need of talented animation artists.

After graduation, you'll be prepared for entry-level positions such as animation or digital artist, special effects artist, storyboard artist, background artist, broadcast graphics designer, or lighting designer. With experience, you can advance to such positions as animation project manager or 2-D or 3-D artist to make the most of your skills.

Our Career Services Department has the job and industry connections to help you get your career off the ground. In addition, late-quarter

career development courses will bring your résumé and interviewing skills up to speed. Most importantly, you'll want to have your digital portfolio in order. Special courses will help you compile and polish this collection of your best work, and show you how to present it professionally to prospective employers upon your graduation.

Ready to get started? Give us a call. Come in and tour our facilities. Talk with faculty and students. Ask questions. Our admissions staff can help you make an appointment today.



Daniel Falconer | Media Arts & Animation
The Art Institute of Vancouver — Burnaby, Graduate



Shew Yen Loh | Media Arts & Animation
The Art Institute of California — San Francisco, Student

A media artist lives a double life. Since their work relies on realism — re-creating movement digitally — they must not only understand the intricacies of their technology, but how to translate anatomy, lighting, and physics into the electronic realm. But that's where the science ends and the fun begins. A hair dryer may influence them to give their new animated spaceman character a blast-o-ray to fend off pesky aliens. These artists know how to have a good time, and they can draw creative inspiration from anywhere.

www.neia.artinstitutes.edu

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EXHIBIT C

Federal Family Education Loan Program (FFELP)

OMB No. 1845-0006
Form approved
Exp. date 9-30-2005

Federal Stafford Loan
Master Promissory Note

Guarantor, Program or Lender Assistance:

United Student Aid Funds

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines, imprisonment, or both, under the United States Criminal Code and 20 U.S.C. 1097.

Borrower Information

Please print neatly or type. Read the instructions carefully.

1. Last Name <u>Jacobson</u>	First Name <u>Jessica</u>	MI <u>M</u>	2. Social Security Number <u>0721662887</u>
3. Permanent Street Address (if P.O. Box, see instructions.) <u>Lunenburg</u>		4. Home Area Code/Telephone Number <u>978, 345 1434</u>	5. Date of Birth (Month/Day/Year) <u>08-01-83</u>
City <u>Lunenburg</u>	State <u>MA</u>	Zip Code <u>01462</u>	6. Driver's License State and Number <u>MA # S50141737</u>
7. E-mail Address	8. Lender Name <u>Nellie Mae Trust, Attn: EXPORTSS, P.O. Box 59012, Panama City, FL 32412-9012</u>	9. Lender Code, if known <u>829076</u>	

10. References: You must provide two separate references with different U.S. addresses. The first reference should be a parent (if living) or legal guardian. Both references must be completed in full.

Name	A. <u>Diana Lemau</u>	B. <u>Judy Gray</u>
Permanent Address	<u>65 Plangles Rd.</u>	<u>25 J Farmer Ave</u>
City, State, Zip Code	<u>Leominster, MA 01453</u>	<u>Fitchburg, MA 01420</u>
E-mail Address		
Area Code/Telephone Number	<u>978, 537 8057</u>	<u>(978) 345 1434</u>
Relationship to Borrower	<u>Aunt</u>	<u>Family Friend</u>

11. Requested Loan Amount: I request a total amount of subsidized and unsubsidized loans under this Master Promissory Note not to exceed the allowable maximums under the Higher Education Act. My school will notify me of the type(s) and amount(s) of loan(s) that I am eligible to receive. I may cancel my loan or request a lower amount by contacting my lender or school. Additional information about my right to cancel a loan or request a lower amount is included in the Borrower's Rights and Responsibilities Statement and Disclosure Statements that have been or will be provided to me.

12. Interest Payments (Optional):
 I want to pay unsubsidized interest while I am in school.

Borrower Certifications and Authorizations

Read carefully before signing below.

13. Under penalty of perjury I certify that:

A. The information I have provided on this Master Promissory Note and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.

B. I will immediately repay any loan proceeds that cannot be attributed to educational expenses for attendance on at least a half-time basis at the school that certified my loan eligibility.

C. (i) I do not now owe an overpayment on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant); or, if I owe an overpayment, I have made repayment arrangements with the holder to repay the amount owed. (ii) I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program ("FFELP" as defined in the Borrower's Rights and Responsibilities Statement); or (iii) I am in default on a loan, and I have made satisfactory arrangements with the holder of the defaulted loan.

14. For all subsidized and unsubsidized Federal Stafford Loans (as described in the additional MPN provisions and the Borrower's Rights and Responsibilities Statement) I receive under this Master Promissory Note, and for certain other loans as described below, I make the following authorizations:

A. I authorize my school to certify my eligibility for loans under this Master Promissory Note.

B. I authorize my school to transfer loan proceeds received by electronic funds transfer (EFT) or master check to my student account.

C. I authorize my school to pay to the lender any refund that may be due up to the full amount of the loan(s).

D. I authorize the lender, the guarantor, or their agents, to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.

E. I request and authorize my lender to: (i) during the in-school and grace periods of any loans made under this Master Promissory Note, defer and align the repayment of principal on all of my FFELP loans that are in repayment status; and (ii) add unpaid interest that accrues on all my FFELP loans to the principal balance of such loans ("capitalization") including such loans made under this Master Promissory Note, during forbearance periods, and for unsubsidized loans, during in-school, grace, and deferment periods as provided under the Act. "Capitalization" will increase the principal balance on my loans and the total amount of interest charges I must pay.

F. I authorize the release of information pertinent to my loans: (i) by the school, the lender, and the guarantor, or their agents, to the references on the applicable loans and to members of my immediate family unless I submit written directions otherwise; and, (ii) by and among my schools, lenders, guarantors, the Department of Education, and their agents.

G. So that the loans requested can be approved, I authorize the Department of Education to send any information about me that is under its control, including information from the Free Application for Federal Student Aid, to the school, the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP.

Promise to Pay In this Master Promissory Note (MPN), "lender" refers to, and this MPN benefits, the original lender and its successors and assigns, including any subsequent holder of this MPN.

15. I promise to pay to the order of the lender all loan amounts disbursed under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I understand that multiple loans may be made to me under this MPN. I understand that by accepting any disbursements issued at any time under this MPN, I agree to repay the loans. I understand that, within certain time frames, I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. Unless I make interest payments, interest that accrues on my unsubsidized loans during in-school, grace, and deferment periods will be added as provided under the Act to the principal balance of such loans. If I do not make any payment on any loan made under this MPN when it is due, I will also pay reasonable collection costs, including but not limited to attorney's fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to an exact copy of this MPN and the Borrower's Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Certifications and Authorizations printed above, the Notice About Subsequent Loans Made Under This MPN, and the Borrower's Rights and Responsibilities Statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN, AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

16. Borrower's Signature Jessica Jacobson 17. Today's Date (Month/Day/Year) 11/12/04

Master Promissory Note *(continued)*

Disclosure of Loan Terms

This MPN applies to both subsidized and unsubsidized Federal Stafford Loans described in the Interest section below. I agree that the lender may sell or assign this MPN and/or my loans and acknowledge that any loan may be assigned independently of any other loan to which this MPN applies. I agree that each loan is separately enforceable based on a true and exact copy of this MPN. Loans disbursed under this MPN are subject to the annual and aggregate loan limits specified in the Higher Education Act of 1965, as amended, 20 U.S.C. 1070, et seq., and applicable U.S. Department of Education regulations (collectively referred to as the "Act"). Under this MPN, the principal amount that I owe, and am required to repay, will be the sum of all disbursements issued (unless I reduce or cancel any disbursements as provided below).

My lender will determine whether to make any loan under this MPN after my loan eligibility is determined by the school where I am enrolled on at least a half-time basis. At or before the time of the first disbursement for each loan, a disclosure statement will be sent to me identifying the amount of the loan and additional terms of the loan. Important additional information is also disclosed in the Borrower's Rights and Responsibilities Statement accompanying this MPN. The Borrower's Rights and Responsibilities Statement and any disclosure statement I receive in connection with any loan under this MPN are hereby incorporated into this MPN.

I may request additional loan funds for my educational costs (up to the annual and aggregate loan limits). If my school determines that I am eligible for any additional or adjusted loan amount, my school may certify such amount. My eligibility for subsidized and/or unsubsidized loans may change based on changes in my financial circumstances. My school will notify me of any changes in my eligibility. I will be notified of any changes or additions to my subsidized and/or unsubsidized loans in a separate disclosure statement.

Loan Cancellation

I may pay back all or a part of a disbursement within timeframes set by the Act, as explained in the Borrower's Rights and Responsibilities Statement or other disclosure statement I receive at or before disbursement. In such case, the origination fee and guarantee fee will be reduced or eliminated in proportion to the amount of the disbursement returned within those timeframes. I will not have to pay interest charges if I return the full loan amount as provided in the Act.

Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loans are those specified in the Act. The interest rate information is presented in the Borrower's Rights and Responsibilities Statement accompanying this MPN. The interest rate is presented in a disclosure statement that is issued to me.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the loan is paid in full. I agree to pay all interest charges on my subsidized Federal Stafford Loans except interest payable by the federal government under the Act. I agree to pay all interest charges on my unsubsidized Federal Stafford Loans. If I fail to make required payments of interest before the beginning or resumption of principal repayment, or during a period of deferment or forbearance, I agree that the lender may capitalize such interest as provided under the Act. There is no federal interest subsidy on unsubsidized loans, so the total amount of interest I am required to repay on unsubsidized loans will be higher than on subsidized loans.

Origination Fee and Guarantee Fee

For each subsidized and unsubsidized loan, the federal government charges an origination fee equal to the amount required by the Act. The guaranty agency(ies) that guarantee(s) my loan(s) (in each case, the "guarantor") may charge a per loan guarantee fee not to exceed a maximum amount specified in the Act. I will pay these fees, as

identified in the disclosure statement, which will be deducted proportionately from each disbursement of my loans. I understand the origination and guarantee fees may be refundable only to the extent permitted by the Act.

Late Charges and Collection Costs

The lender may collect from me: (i) a late charge for each late installment payment if I fail to make any part of a required installment payment within 15 days after it becomes due, and (ii) any other charges and fees that are permitted by the Act for the collection of my loans. If I default on any loans, I will pay reasonable collection fees and costs, plus court costs and attorney fees.

Repayment

I must repay the full amount of the loans made under this MPN and accrued interest. Federal Stafford Loans have a repayment grace period, which will be disclosed in my disclosure statement. I will repay the principal of each loan in periodic installments during a repayment period that begins on the day immediately following the end of the applicable grace period. Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount.

I understand that the school's certification of my loan eligibility determines whether my loans must be repaid as subsidized and/or unsubsidized loans.

The lender will provide me with a repayment schedule that identifies my payment amounts and due dates. Except as otherwise provided in the Act, the minimum annual payment required on all my FFELP loans is \$600 or the amount of interest due and payable, whichever is larger. My lender must provide me with a choice of repayment plans consistent with the provisions of the Act.

If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan. Allowing me to temporarily delay or reduce loan payments is called forbearance. The lender may align payment dates on my loans or grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loans at any time without penalty. If I do not specify which loans I am prepaying, the lender will determine how to apply the prepayment in accordance with the Act. Upon repayment in full of each loan under this MPN, I agree to accept written notification of such loan payoff in place of receiving the original MPN.

Acceleration and Default

At the option of the lender, the entire unpaid balance of the applicable loan(s) made under this MPN will become immediately due and payable, (this is called "acceleration"), upon the occurrence of any one of the following events: (i) I fail to enroll as at least a half-time student at the school that certified my loan eligibility, (ii) I fail to use the proceeds of the loan solely for educational expenses, (iii) I make a false representation(s) that results in my receiving a loan for which I am not eligible, or (iv) I default on the loan.

The following events shall constitute a default on my loan: (i) I fail to pay the entire unpaid balance of the applicable loans after the lender has exercised its option under items (i), (ii), or (iii) in the preceding paragraph; (ii) I fail to make installment payments when due, provided my failure has persisted for at least 270 days for payments due monthly or 330 days for payments due less frequently than monthly; or (iii) I fail to comply with other terms of the loans, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loans and capitalize all then-outstanding interest into a new principal balance, and collection fees will become immediately due and payable.

If I default, the default will be reported to all national credit bureaus and will significantly and adversely affect my credit history. I acknowledge that a default shall have additional adverse consequences to me as disclosed in the Borrower's Rights and Responsibilities Statement. Following default, the loans may be subject to income-contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

Governing Law and Notices

The terms of this MPN will be interpreted in accordance with the applicable federal statutes and regulations, and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this MPN.

If a particular loan under this MPN is made by the school, or if the proceeds of a particular loan made under this MPN are used to pay tuition and charges of a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any lender holding such loan is subject to all claims and defenses that I could assert against the school with respect to such loan. My recovery under this provision shall not exceed the amount I paid on such loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce the applicable loans in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if sent by first class mail to the latest address the lender has for me or by electronic means to an electronic address that I have provided. I will immediately notify the lender of any change of address or status as specified in the Borrower's Rights and Responsibilities Statement. Failure by the lender to enforce or insist on compliance with any term on this MPN shall not be a waiver of any right of the lender. No provision of this MPN may be modified or waived except in writing. If any provision of this MPN is determined to be unenforceable, the remaining provisions shall remain in force.

Notice About Subsequent Loans Made Under This Master Promissory Note

This Master Promissory Note authorizes the lender to disburse multiple loans during the multi-year term of this MPN upon my request and upon the school's certification of my loan eligibility. Subsequent loans may be made under this MPN for the same or subsequent periods of enrollment only at schools designated by the Secretary of the U.S. Department of Education.

I understand that no subsequent loans will be made under this MPN after the earliest of the following dates: (i) the date my lender receives my written notice that no further loans may be disbursed under the MPN; (ii) one year after the date of my signature on this MPN if no disbursement is made during such twelve month period; or (iii) ten years after the date of my signature on this MPN or the date the lender receives this MPN.

Any amendment to the Act governs the terms of any loans disbursed on or after the effective date of such amendment, and such amended terms are hereby incorporated into this MPN.

EXHIBIT D



ENROLLMENT AGREEMENT

Name: Jacobson Jessica M
(Last Name) (First Name) (Middle)

Social Security #: 0321-66-2887

Present Address: 189 Howard St
Lunenburg MA 01462
(Street or PO Box) City State Zip

Telephone: Home 978.345.1434 Business ()

Cell Phone: _____

E-mail Address: blondy_311@yahoo.com

Check the major course for which you are applying:

Associate of Science degree:

Broadcasting / Radio or Television (61 credits)

Audio Production (61 credits)

Bachelor of Science degree:

Multimedia & Web Design (120 credits)

Graphic Design (120 credits)

Audio & Media Technology (120 credits)

Digital Media Production (120 credits)

Interior Design (120 credits)

Media Arts & Animation (120 credits)

Start Date:

September 7, 2004

January 10, 2005

May 16, 2005

September 6, 2005

Financial Information

For those who begin their program September 1, 2004 through May 31, 2005 tuition is charged at \$565 per credit [15 credits per semester]. Tuition increases with the start of each Fall Semester. Students enrolling or re-entering for semesters beginning after September 1, 2005 must confirm the tuition rate in effect at that time. Tuition and fees applicable to The New England Institute of Art programs are as follows:

	Graphic Design (120 credits)	Multimedia & Web Design (120 credits)	Audio & Media Technology (120 credits)	Broadcasting: Radio (61 credits)	Broadcasting: Television (61 credits)	Audio Production (61 credits)	Digital Media Production (120 credits)	Interior Design (120 credits)	Media Arts & Animation (120 credits)
Application Fee*	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Enrollment Fee*	100	100	100	100	100	100	100	100	100
Tuition per semester [15 credits]	8,475	8,475	8,475	8,475	8,475	8,475	8,475	8,475	8,475
Activities and Technology Fee (per semester)	125	125	325	125	125	325	125	125	125
Supply Kit**	785	735	515	540	700	515	700	785	785
TOTAL PROGRAM TUITION AND FEES	69,735	69,685	71,065	35,655	35,815	36,430	69,650	69,735	69,735
Estimate of books and supplies cost per semester	350	300	225	225	225	225	225	350	350

*The Application and Enrollment fees are paid by new and transfer students.
 **Supply Kit is charged only in the first semester.

The total tuition charged for any program will be increased from the above stated charges if a student is required to take transitional studies courses. Additional tuition for those courses can vary between \$1,614 and \$3,228, depending on the number of transitional studies courses required.

By this Enrollment Agreement, The New England Institute of Art agrees not to increase the per credit hour tuition charge for the duration of the program provided that the student does all of the following: submits the enrollment fee and signed enrollment agreement on or before the start date of this agreement; remains enrolled maintaining a minimum of 12 credits in the fall and winter semester; and 9 credits in the summer semester; completes their education within 150% of the standard program length in semesters [i.e. must complete an eight semester program within twelve semesters]; and completes their program without interruption, taking Fall, Winter and Summer semesters, without voluntary withdrawal, suspension or termination. Bachelor's degree students are allowed one semester of leave during their program without an increase in tuition. Reentering students will be subject to the per credit hour tuition charge in effect at the time of re-enrollment. Exceptions to this policy may only be made for emergencies, such as serious illness; school-controlled reasons, such as course availability; or major, unforeseen changes in a student's living situation, if these occurrences necessitate a student attending less than full-time or not at all. Exceptions must be requested in writing at the time of the occurrence and be approved by The New England Institute of Art's President.

Student's Right to Cancel without Penalty or Obligation

You, the student may cancel your enrollment without any penalty or obligation at any time prior to midnight of the fifth business day after signing this enrollment agreement. You may also cancel your enrollment if upon a doctor's order, you cannot physically receive the services, or you may cancel your enrollment if the service ceases to be offered by the institute. [See reverse side for refund policy prior to matriculation].

Please do not sign this Enrollment Agreement before you read it in its entirety. You will be given an exact copy of the agreement you sign. Please also note that the provisions of any attached rider[s] signed by you are also part of the Enrollment Agreement.

Student Acknowledgments

I have received and read a copy of The New England Institute of Art 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 the enrollment agreement if you are under 18 years of age.) I understand that my enrollment and The New England Institute of Art's obligations under this Enrollment Agreement (except the cancellation and refund provisions) may be terminated by The New England Institute of Art if I fail to comply with The New England Institute of Art attendance, conduct, academic, financial or other requirements. I understand that The New England Institute of Art also reserves the right to cancel my enrollment if The New England Institute of Art 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 New England Institute of Art must be paid in full before a degree may be awarded and before transcripts will be issued.

Both sides of this agreement and the financial plan shall constitute the entire enrollment agreement. I understand and agree that they supersede any prior or contemporaneous oral or written agreements or statements and may not be modified without the written agreement of the President of The New England Institute of Art. I also understand that this agreement shall not be binding until it is accepted by The New England Institute of Art.

Student's Agreement

Now, having read and received a copy of this Enrollment Agreement and intending to be legally bound by it, the parties have signed this Enrollment Agreement on the dates below written.

Student's signature: [Signature] Date: 11/14/04

Parent's [or Guardian's] signature (if applicant is under 18 years of age): _____ Date: _____

Signature of accepting official from The New England Institute of Art: [Signature] Date: 11-17-04

Parent's (or Guardian's) address: _____ Date: _____

Title of accepting official: Asst Chair Date: _____

Further Financial Information

An application fee of \$50 is to be submitted with your application for admission. The enrollment fee of \$100.00 is due within 10 days after this Enrollment Agreement is signed. The tuition charge shown above is subject to adjustment each September. This adjustment will not be applied to continuing students as explained in the Financial Information section on page 1. Students are given a notice of 90 days in the event of an adjustment.

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 semester 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.

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 New England Institute of Art will help them to attain their career goals. Applicants must also present a record of accomplishment and core academic courses as evidences through high school transcript grade point average or upon evaluation of GED scores. Successful admission into The New England Institute of Art 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 personal interview with an admissions representative, and meeting all other requirements stated in this Agreement.

First semester tuition and fees for new students become due 30 days prior to entry. Thereafter, semester tuition for each succeeding semester is due upon registration, approximately two weeks prior to the end of each academic semester. Students may not register for any academic semester of study unless all tuition and fees that are due have been paid, or unless students have made arrangements for, and adhered to an approved alternative payment plan. Tuition is charged on a semester-by-semester basis. Students are not obligated beyond the semester they are currently attending. Tuition for repeat courses is charged on a per credit basis.

Refund Policy Prior to Matriculation

Applicants may cancel their enrollment in person or in writing before the beginning of classes. An applicant not requesting cancellation before the scheduled starting date indicated on this Enrollment Agreement will be considered a student.

1. Enrollment fees paid by applicants will be refunded if they are not accepted for admission.
2. Applicants requesting cancellation before the first scheduled class date will receive a refund of all monies paid, less the \$50 application fee and \$100 enrollment fee.
3. All monies paid by applicants will be returned, if requested, within three business days after their first visit to The New England Institute of Art or within three business days of the regularly scheduled orientation program for their starting semester, whichever is sooner.
4. 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.
5. The application and enrollment fee is valid for three consecutive semesters, including the original start date semester. Students wishing to reapply after three semesters will be required to submit a new application and enrollment fee.

Refund Policy After Matriculation - All Semesters

In the event of withdrawal by the student or suspension by The New England Institute of Art from all courses registered during any semester of study:

1. Prepaid tuition for any period beyond the student's current semester will be refunded in full.
2. The student may voluntarily withdraw from The New England Institute of Art, by notifying their Department Chair in person or in writing.
3. Refunds due shall be paid within 30 days of the notification date, unless the student is withdrawing at the end of the semester. Refunds for a student notifying The New England Institute of Art prior to the end of a semester that s/he will be withdrawing at the end of that semester will be paid within 14 days of the last day of that semester.
4. Refunds for a student who completes a previous semester of study and does not notify The New England Institute of Art prior to the end of that semester that s/he will not be returning for the following semester will be paid within 30 days of the first day of that following semester in which the student was expected to return.
5. In the event of a fully documented extreme illness or personal emergency that makes it impractical for the student to complete the program, The New England Institute of Art may modify the tuition refund policy as deemed appropriate to the circumstances.
6. Each academic semester is 15 weeks in duration (summer semesters are 12 weeks in duration). The calculation of refunds is based upon the last day of attendance within the semester. Any portion of a week's attendance is considered a full week of attendance for refund purposes.

Refund Policy - The New England Institute of Art

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 semester. The amount returned will be based on the percentage of days remaining in the semester. The school will determine the calendar days completed in the semester divided by the total number of calendar days in the semester. If the amount is less than or equal to 60%, 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 semester, the student may need to return some of those funds. If the student needs to return funds, the school will notify the student how much is owed, and how it is to be returned.

Adjustment of charges

In accordance with school policy, the school will earn tuition and fees as follows:

- Week One - 25%
- Week Two - 50%
- Week Three and Four - 75%
- After Week Four - 100%

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 school's 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 student's 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 resalable condition within 21 days of withdrawal, a credit will be given.

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

Examples of the calculations for this new policy are available in the Student Accounting office.

General Information and Understandings

Handling of Student Complaints

If a student feels that a concern or complaint has not been adequately resolved using the Student Grievance Procedure described in the Student Handbook, the student may direct his/her complaint or concern in writing to The New England Association of Schools and Colleges, 209 Burlington Road, Bedford MA 01730-1433 or to the Commonwealth of Massachusetts, Board of Higher Education, One Ashburton Place, Room 1401, Boston, MA 02108-1696.

Arbitration

Any dispute or civil claim (other than disputes or claims regarding non-payment, grades, or their academic evaluations) between the student and The New England Institute of Art or any company that is an affiliate of the College or any officer, director, trustee, employee or agent of the College or any such affiliated company not resolved with the College or regulatory officials shall be submitting to binding arbitration in the City of Boston, Massachusetts pursuant to the commercial arbitration rules of the American Arbitration Association. The parties acknowledge that this is a transaction in interstate commerce and that the Federal Arbitration Act will apply. Any award entered shall be final and binding on both parties. Information about the arbitration process is available in the Office of the President.

Housing

The New England Institute of Art offers limited housing opportunities. Please see Student Services for more information on housing assistance.

Transfer of Credits

The New England Institute of Art is licensed by the State of Massachusetts Board of Higher Education to confer the Bachelor of Science degree, Associate of Science degree, and Diploma and accredited by the New England Association of Schools and Colleges, 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 determined by the receiving institution taking into account such factors as course content, grades, accreditation and licensing.

The mission of The New England Institute of Art 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 New England Institute of Art 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 New England Institute of Art will transfer to another school.

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 Institutes system, not all of the credits you earn at The New England Institute of Art may be transferable into that school's program.

If you are considering transferring to either another Art Institute 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 New England Institute of Art does not imply, promise, or guarantee transferability of its credits to any other institution.

Employment Assistance

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

Policies and Procedures

Each student is enrolled on a continuing semester-by-semester basis and agrees to comply with all published Institute policies and procedures. The New England Institute of Art reserves the right to add, delete, or modify its policies and procedures without notice.

Student Withdrawal

A student may voluntarily withdraw from The New England Institute of Art by notifying their Department Chair 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 Institute.

Class Sessions

Classes are in session six (6) days a week, Monday through Saturday. Class sessions are normally between 9-11:50, 12:30-3:20, 4:00-6:50, 7:10-10:00.

The New England Institute of Art reserves the right to change a class session schedule from time to time, without notice, according to classroom, studio 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 provided the opportunity to acquire an understanding of the fundamental principles that s/he would encounter in an entry-level position in the field. Such equipment must be shared by the students. Accordingly, The New England Institute of Art cannot guarantee hands-on usage of such equipment beyond that called for in the curriculum. To complete the requirements of the program, each student will likely 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 New England Institute of Art reserves the right to revise course contents, course titles, and the sequence of classes subject to applicable regulator approval.

Cancellation of Start Date

Cancellation of a scheduled class start date for any program shall entitle the enrollee to elect either: (1) a guaranteed reservation in the next scheduled class for that program, or (2) cancellation of enrollment with a full refund of all monies paid.

Non-Discrimination

The New England Institute of Art does not discriminate on the basis of race, color, creed, religion, national origin, ancestry, sex, age, sexual orientation, or disability in the administration of any of its educational programs or activities, or with respect to admission or employment. For information on The New England Institute of Art's equal opportunity policy and grievance procedures, please contact the Dean of Education, The New England Institute of Art, 10 Brookline Place West, Brookline, MA 02445.

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.

Consent for publication of photograph, artwork, video tape, film, and/or verbal or written statements

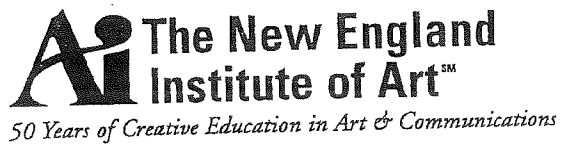
I hereby give my consent to The New England Institute of Art (and to those whom it may authorize) to photograph, film, and/or videotape me, and/or to use a photographic reproduction of me or my work, to identify me by name, and/or with school and employment information, and/or to quote or record statements made by me, for any editorial, promotional, advertising trade, or other purpose on a royalty-free, perpetual, worldwide basis.

Requirements for Graduation

- To be qualified to graduate, the student must:
1. Receive a passing grade or credit for all required course work.
 2. Earn the required credits in each of the disciplines for their major.
 3. Achieve a minimum CGPA of 2.0.
 4. Satisfy all financial obligations with The New England Institute of Art.
 5. Satisfy the residence requirements of 30 credits minimum for the Associate of Science degree and 60 credits for the Bachelor of Science degree at The New England Institute of Art.
 6. Complete an internship.
 7. Complete a loan counseling exit interview with Student Financial Services.

EXHIBIT E

COPY



November 18, 2004

Jessica Jacobson
189 Howard St.
Lunenburg, MA 01462

Dear Jessica,

Congratulations! The Admissions Committee is very pleased to offer you admission to The New England Institute of Art.

You have been admitted to the Bachelor Degree program in Media Arts & Animation beginning 2005, Winter.

You will receive information about orientation and registration prior to your scheduled class start. In the meantime, if there is any way we can be of assistance to you, please call Meredith S. Seiberg, Assistant Director of Admissions.

We look forward to welcoming you to The New England Institute of Art. Again, congratulations!

Sincerely,

Deborah Brent
Director of Admissions

EXHIBIT F

COPY

Unofficial Transcript
 The New England Institute of Art
 10 Brookline Place West

Ms. Jessica Jacobson ID... 140456
 189 Howard St. Class..... Academic year 1
 Lunenburg, MA 01462 Major..... Media Arts & Animation
 Concentration.
 Degree Date...
 Start Date... 01/10/2005 Degree..... Bachelor of Science
 Major2..... Concen2....
 Minor1..... Minor2.....

----- Advanced Winter 2005 -----

Major: MAA

Course Code	Course Title	Credits	Grade
ENG011	English Fundamentals	3.0	WV
MAT011	Basic Mathematics	3.0	WV
SEM101	Freshman Seminar	3.0	P

** Proficiency/Experience **

Transfer work from Mount Wachusett Community Colleg

GD102	Fundamentals of Design	3.0	TR
GD101	Drawing and Perspective	3.0	TR
ENG101	English I	3.0	TR
ENG200	English II	3.0	TR
GD120	Digital Imaging	3.0	TR
GD230	Web Page Auth for Graphic Des.	3.0	TR
MM150	Survey of New Media	3.0	TR

	attempt	earn	pass	quality	points	gpa
ses	0.0	24.0	24.0	0.0	0.0	0.0
cum	0.0	24.0	24.0	0.0	0.0	0.0

=====
 The Family Educational Rights and Privacy Act of
 1974 prohibits the release of this information
 without the student's written consent.
 =====

EXHIBIT G

Dear Stacy,

I am a fifth semester student in the new animation program here at AI. I am among the first group of students enrolled in this program and feel as though there are a few issues that should be brought to your attention in hopes to seek a resolution.

I enrolled in this school with high hopes of a great education. Sadly, I have had nothing but problems from my transfer credits, teachers, and now my classes. During admissions interviews I was told that I would be able to focus on digital special effects to lure me into this particular program. Since I was sure of the area that I wanted to focus on prior to coming to this school. I understand that it is a new program but sadly feel that I am not receiving the education that I was promised. I expected as the first set of students that you as the school would want (help us out more until the program gets on its feet) and not only to see your students do well but the program to do so as well. I feel that we are struggling....with no help insight.

I have had a few disappointing classes already, promised to learn something and the teachers not being able to follow through. Take for example, digital ink and paint I was told that I needed to take that class because I would be learning a program called ToonBoom but to my dismay we never touched that program. The class was just another intro class to Macromedia Flash. Which, I did not need since in my previous college I obtained a web design degree and already learned all the basics of Flash. Back ground

design layout another class where we should have focused on background designs that turned into a crash course of 3ds max. Which was not the point of this class to my understanding and had to relearn everything that had to do with 3Ds Max, since we learned the wrong way to do things in 3ds max in this crash course. But what really makes me feel cheated is that I was looking forward to taking this class called Digital Editing Video and Audio. This particular class pertains to what I want to concentrate on. My first disappointment was that the teacher taught ~~him~~ self the program that he was going to teach us three weeks before the class started. I don't know ~~weather~~ weather he wanted to teach this class or was just thrown into it, but as a student I feel that I should be confident that my teacher knows what he is teaching. This class the teacher could not really help me with many of the problems that I encountered and sent me to another fellow student to figure out the problem because he was also learning the program with us. Plus for a video and audio class we only went over editing audio one day out of the semester, two weeks before the final project was due. On top of it, I don't feel we learned real world practical techniques of learning how to do things or the right programs for editing and importing video. This school has so many programs for editing video and audio and he taught us to import it using window movie maker. I am scared to continue with this program but I have already put so much time into it and I am feeling too much like a test dummy ~~and~~ ^{because} cheated out of my education that I am paying so much for.

I have gone to Jason Donati the head of our department (~~check spelling of his name~~) about these problems and have received no resolution. I have went ^{him} twice with ^{my} concerns but I don't feel comfortable talking to him as a advisor and receive a unbiased opinion.

I am afraid you are stretching
Donati's talents too far.

He is a very busy man being the head of the department and the advisor to all the animation student on top of writing a book and helping out in SIGGRAPH.

1 Understanding this is a new program and he is doing the best he can and not all of it is bad. I must say that the class I took with Jason Donati was great, But you can stretch a man only so far and now has other priorities and duties. There is another teacher that is great Micheal McCarthy he knows what he is teaching and cares that we are learning real world techniques. I have also notice by sitting in on the other classes that were taught for a first time with me, that the teachers teaching the classes for a second time are getting a better grasp on the material and getting the hang of teaching but that doesn't help me and my situation.

This is my second college and I have had teachers that I just didn't like but I have never encounter^{ed} this problem before. It has gotten so bad that I have stopped taking MAA classes that I don't know who the teacher is in fear that it is another class where the teacher is not prepared to teach or classes that have not been taught before in fear that I will not learn the proper ways of doing things. I was hoping that writing a letter to you being the president of this school would help me in deciding if it was worth continuing my education in this school. I would like to set up a meeting with you to further discuss these matters and seek some sort of resolution.

① Future Students ~ ways to make it better

Digital Video Editing
taught by a DMP teacher
until they have one suitable
to teach that class. one who
really know the programs for
digital video editing + Audio!

② Digital - Ink & Paint
Intro Flash class?
or Toon Boon Class

③ Background Design layout
or 3D's Mex Class

~ As ^{the} president of the school
- or tell the people who may be interested in
would it matter or up to her ^{it?}
to fix ~~Depression~~ ~~disaster~~
~~students~~

● ~ transfer credit people
have more on staff or have
an advisor for each majors
(your advisor be in charge of
that?) - I heard alot of people have
had transfer credit problems.

● ~ Donati just being the head
of the department not both
"or" "Class advisor" →

(Don't make him look bad explain
how both are big jobs 4/1 person!)