# **ENROLLMENT AGREEMENT**

TURING SCHOOL OF SOFTWARE & DESIGN 1331 17th St. Ste. LL 100 Denver, CO 80202

\*Approved and Regulated by the Colorado Department of Higher Education, Private Occupational School Board

## **General Information**

tudent's Name <u>Cierra Washington</u>		
Address <u>11765 Decatur Street Apt. E304</u>		
Phone <u>443-890-0014</u>		
Email <u>cierrajwashi@gmail.com</u>		

This Enrollment Agreement ("Agreement") is entered into effective as of  $\frac{06/27/2018}{}$ , ("Effective Date"), by and between Turing School of Software & Design, a 501(c) (3) Non-Profit Organization ("Turing") and Cierra Washing to 11.

This Agreement is intended to govern the relationship between Turing and Student for the duration of Student's enrollment in Turing. Student is enrolling in the **Front End Engineering Program** ("Program"). The Program will consist of 840 structured course hours including full-group instruction, independent work, and other sessions beginning 06/25/2018. The hours of instruction are from 8:30 am to 4:00 pm Monday through Friday, with one hour for lunch generally from 12pm-1pm. Beyond classroom hours, student is expected to spend the amount of time necessary to complete assignments and master the subject material.

The student has received a copy of the current course catalog.

# **TUITION**

By checking a box below, Student agrees to pay Turing based on the following tuition Schedule. \*

	Option 1—Upfront Payment (Program Tuition \$20,000.00)
(i)	One Thousand Dollars (\$1000.00) payable on the Effective Date of this Agreement.
(ii)	Nineteen Thousand Dollars (\$19,000) payable on or before the first day of the
	Program.**
X	Option 2—Third Party Financing
Stu	dent has obtained financing throughClimb, a Turing lending
	(Lending Partner). Total tuition is Twenty Thousand Dollars (\$20,000) and shall
oe paid (i)	I in the following matter:  One Thousand Dollars (\$1,000) payable on the Effective Date of this
(1)	Agreement.
(ii)	Additional deposit payable on the first day of classes.
(iii)	to be financed through the Lending Partner, with all
	financing and other charges to be agreed to by and between Student and the
	Lending Partner. Turing is not a party to any agreement between student and
	Lending Partner nor does it dictate interest rates or payment terms set by the
	Lending Partner. Any agreement for financing and repayment terms is solely
	between Student and the Lending Partner.
	Option 3—Low Deferment (Program Tuition \$22,597.12)
(i)	One Thousand Dollars (\$1000.00) payable on the Effective Date of this
	Agreement.
(ii)	Nine Thousand Dollars (\$9000.00) payable on or before the first day of the
<i>~</i> ~~	Program.
(iii)	Three Hundred Forty Nine Dollars and Ninety Two Cents (\$349.92) payable on the first day of each month beginning 03/11/2019 , and
	on the list day of each month beginning ()3/11/2()19 , and

continuing thereafter for a total of thirty six (36) months, for a total of (\$12,597.12) in monthly payments. \*\*\*

# \_\_Option 4—Medium Deferment (Program Tuition \$23,246.00)

- (i) One Thousand Dollars (\$1000.00) payable on the Effective Date of this Agreement.
- (ii) Six Thousand Five Hundred Dollars (\$6500.00) payable on or before the first day of the Program. \*\*
- (iii) Four Hundred Thirty Seven Dollars and Forty Cents (\$437.40) payable on the first day of each month beginning \_03/11/2019\_\_\_\_\_\_, and continuing thereafter for a total of thirty six (36) months, for a total of (\$15,746.40) in monthly payments. \*\*\*

# **Option 5—Maximum Deferment** (Program Tuition \$23,895.68)

- (i) One Thousand Dollars (\$1000.00) payable on the Effective Date of this Agreement.
- (ii) Four Thousand Dollars (\$4,000.00) payable on or before the first day of the Program. \*\*
- (iii) Five Hundred Twenty Four Dollars and Eighty Eight Cents (\$524.88) payable on the first day of each month beginning 03/11/2019, and continuing thereafter for a total of thirty (36) months, for a total of (\$18,895.68) in monthly payments. \*\*\*

There are no additional fees.

Turing accepts payment by check, credit card, and ACH bank transfer.

<sup>\*</sup>Cost-of-living and housing are not included.

<sup>\*\*</sup>Tuition includes a new Apple laptop. Once a student takes possession of a laptop there are no returns/refunds allowed. If Student supplies their own "Mid 2012" or newer MacBook Air or MacBook Pro running OS X 10.9, a Twelve Hundred Dollar (\$1200.00) Credit will be applied to this Payment.

<sup>\*\*\*</sup>The cost of credit is included in the price quoted for the goods and services.

#### **CANCELLATION & REFUND POLICY**

- 1. The Student will receive a full refund of all fees and tuition paid if:
- (a) The Student requests cancellation in writing within three business days of signing an enrollment agreement, providing the Student has not commenced training.
- (b) The Student is not accepted for training by Turing.
- (c) Turing discontinues a course/program within a period of time a student could have reasonably completed it, except that this provision shall not apply in the event Turing ceases operation.
- 2. Student requesting cancellation after three business days of signing an enrollment agreement, but before entering the Program, shall be entitled to a refund of all monies paid minus a \$150.00 cancellation fee.
- 3. If a Student withdraws or is dismissed after entering Turing and after three business days of signing an enrollment agreement, the Student shall be entitled to a Pro rata tuition refund in accordance with their method of payment minus an administrative fee of \$150.00. This means that the student shall be entitled to a reimbursement in proportion to the percentage of the course the Student has completed.
  - a. Any student electing the Up-Front Option of payment will be entitled to a Pro rata reimbursement. The number of completed days shall be determined according to the number of days in the program that have lapsed from the first day of the Program till written notice of withdrawal is received by Turing, or the date Student receives written notice of expulsion.
  - b. Any Student electing a Deferment Option will be entitled to a Pro Rata Reimbursement. The number of completed days shall be determined according to the number of days in the program that have lapsed from the first day of the Program till written notice of withdrawal is received by Turing, or the date Student receives written notice of expulsion. The Student shall be entitled to a refund if the amount paid is greater than the refund owed based on the Pro Rata calculation of money owed based on the percentage of the

- program completed. Otherwise, Student shall be liable to pay any remaining cost of the Program based on the deferment option elected.
- c. Any student receiving funds from a third party lending source will receive any refund due as calculated on a Pro Rata basis in accordance with Turing policy. The number of completed days shall be determined according to the number of days in the program that have lapsed from the first day of the Program till written notice of withdrawal is received by Turing, or the date Student receives written notice of expulsion. Any payment made will be refunded to either the student or the lending partner in accordance with any applicable agreement with the lending source, which may require direct repayment to the lender as opposed to the student.
- 4. All refunds will be made within 30 days of the official date of termination.
- 5. The policy for granting credit for previous training shall not impact this refund policy.
- 6. Postponement of a starting date, whether at the request of Turing or the student, requires a written agreement signed by the student and Turing. The agreement must set forth: a) whether the postponement is for the convenience of Turing or the student, and b) a deadline for the new start date, beyond which the start date will not be postponed. If the course is not commenced, or the student fails to attend by the new start date set forth in the agreement, the student will be entitled to an appropriate refund of prepaid tuition and fees within 30 days of the deadline of the new start date set forth in the agreement, determined in accordance with Turing's refund policy and all applicable laws and rules concerning the Private Occupational Education Act of 1981.

#### **CODE OF CONDUCT**

All students are expected to act maturely and are required to respect other students and faculty members. Any threat of or actual physical violence on or against any Turing student, faculty, or guest is not allowed on Turing property or at Turing sponsored events. Any Possession of weapons or illegal drugs is not allowed on Turing property.

Any student may be dismissed for violations of the above stated rules. A student may also be withdrawn from classes for misrepresentation or dishonesty in completing assignments or if he or she does not prepare sufficiently, neglects assignments, or makes unsatisfactory progress. Any violation of Turing policies may result in permanent dismissal from the program. The full Code of Conduct is contained within the Turing Catalog. All students are expected to read and be aware of the policy, as indicated below.

#### NONDISCRIMINATION POLICY

Turing does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admission policies, scholarship, and loan programs and other Turing administered programs. It is the Policy of Turing School of Software and Design ("Turing") to admit students of any race, color, national and ethnic origin and provide access to all the rights, privileges, programs, and activities generally accorded or made available to students at Turing.

## **COURSEWORK IP**

Student expressly acknowledges that the Program and all intellectual property related thereto including, but not limited to the curriculum is the exclusive property of Turing. Student expressly acknowledges that all course work, including any projects performed as a student of the Program, shall be subject to a MIT-style license where permission is granted, free of charge, to any person obtaining a copy of the software and associated documentation files (the "Software"), to deal in the Software without restriction, including without limitation, the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, provided that the Software is provided "as is" without warranty of any kind, express or implied, including but not limited to the warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall the authors or copyright holders be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out of or in connection with the Software of the use or other dealings in the Software.

#### **ENTIRE AGREEMENT**

This Agreement constitutes the binding agreement between the Parties, represents the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements. This Agreement may only be modified by a writing signed by both Turing and Student.

#### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to conflicts of law principles thereof. Venue for any action or dispute shall be the State of Colorado. Turing is approved and regulated by the Colorado Department of Higher Education, Private Occupational School Board. Complaints may be filed online at highered.colorado.gov/dpos or by telephone at 303-862-3001. There is a two-year limitation from the student's last date of attendance for the Division to take action on student complaints.

#### **COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

BY SIGNING BELOW, THE STUDENT AGREES TO THE ABOVE TERMS AND AGREES TO PAY TURING SCHOOL OF SOFTWARE & DESIGN THE TOTAL STATED TUITION AND FEES. TURING AGREES TO PROVIDE THE OCCUPATIONAL TRAINING IN ACCORDANCE WITH THE PROVISIONS OF TURING'S CURRENT CATALOG VOLUME 5. PAYMENT OF ALL MONIES DUE SHALL BE A CONDITION ON CONTINUING ENROLLMENT. THE STUDENT AND TURING UNDERSTAND THAT THIS ENROLLMENT AGREEMENT MAY NOT BE AMENDED EXCEPT IN WRITING AND SIGNED BY BOTH PARTIES.

Cierrall
Student Signature
Cierra Washington Printed Name
<del>-06/27/2018</del> Date
Tur <del>ing Licensed</del> Agent Signature
Frin Williams Printed Name
Date <sup>29/2018</sup>

# Photograph & Video Release Form

I understand that by enrolling and attending Turing School of Software & Design I may be photographed or recorded either individually, in a group, or appear in the background of a photograph with another main focal point as a result of my attendance in the program and participation in Turing sponsored events.

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or videotape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to

royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse educational settings within an unrestricted geographic area, used for marketing and advertising purposes, or other purposes within the sole discretion of the school.

By signing this release I understand this permission signifies that photographic or video recordings of me may be electronically displayed via the Internet or in the public educational setting.

There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed.

By signing this form I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby. I hereby release any and all claims against any person or organization utilizing this material for educational purposes.

Full Name_	Cierra Washington		_
Signature	Compall	Date 06/27/2018	

# Signature Certificate



Document Reference: PPTGFUITMIFYIADLU5B66P





Cierra Washington

Party ID: MIWV3VJJ3JABWTJ726HYBS

IP Address: 174.209.22.139

verified email: cierrajwashi@gmail.com

Electronic Signature:

Cierrall

Digital Fingerprint Checksum

07dcce911340a2c803db46c5e8a762c17341f5be





Erin Williams

Party ID: GEBIUPICU2UXIVJVSAGJ8X

IP Address: 68.64.216.134

VERIFIED EMAIL: erin@turing.io



Multi-Factor
Digital Fingerprint Checksum

4a1cbb5ba941c9f65b6a304b7529dec05f5e8c06



Timestamp	Audit
2018-06-28 09:59:14 -0700	All parties have signed document. Signed copies sent to: Cierra Washington
	and Erin Williams.
2018-06-28 09:59:13 -0700	Document signed by Cierra Washington (cierrajwashi@gmail.com) with drawn
	signature 68.64.216.134
2018-06-27 16:16:41 -0700	Document viewed by Cierra Washington (cierrajwashi@gmail.com)
	174.209.22.139
2018-05-29 09:34:37 -0700	Document signed by Erin Williams (erin@turing.io) with drawn signature
	68.64.216.134
2018-05-29 09:33:57 -0700	Document viewed by Erin Williams (erin@turing.io) 68.64.216.134
2018-05-29 09:33:57 -0700	Document created by Erin Williams (erin@turing.io) 68.64.216.134

