



# Enrollment Agreement

## Uptima Entrepreneur Cooperative

2781 Telegraph Avenue  
Oakland, CA 94612  
(510) 227-7027

*This agreement is legally binding when signed by the student and accepted by the institution.*

### Student Information:

Student Name:			
Date of Birth:	/ /	Social Security #:	- -
Street Address:			
City:			
State:		Zip Code:	
Cell Phone:	- -	Emergency Phone:	- -
Email Address:			

### Program Information:

Program:	Launch Academy		
Hours / Week:	10 hours / week	Clock Hours:	180 hours
Program Start Date:	/ /	Estimated Completion Date:	/ /
Agreement Start Date:	/ /	Agreement End Date:	/ /

Uptima Entrepreneur Cooperative offers instruction via distance education in real time. Uptima Entrepreneur Cooperative does not offer in-person instruction. The address for Uptima Entrepreneur Cooperative's administrative is: 2781 Telegraph Avenue, Oakland, CA 94612.

### NOTICE CONCERNING TRANSFERABILITY OF CREDITS AND CREDENTIALS EARNED AT OUR INSTITUTION:

The transferability of credits you earn at Uptima Entrepreneur Cooperative is at the complete discretion of an institution to which you may seek to transfer. Acceptance of the certificate you earn in the Launch Academy is also at the complete discretion of the institution to which you may seek to transfer. If the credits or certificate that you earn at this institution are not accepted at the institution to which you seek to transfer, you may be required to repeat some or all of your coursework at that institution. For this reason, you should make certain that your attendance at this institution will meet your educational goals. This may include contacting an institution to which you may seek to transfer after attending Uptima Entrepreneur Cooperative to determine if your credits or certificate will transfer.

## Program Costs:

Registration Fee (Non-refundable):	\$100.00
Program Fees:	\$3,600.00
Student Tuition Recovery Fund Fee (Non-refundable & included in Program Fees):	\$0.00
Less: Scholarship	(\$X,XXX.00)
Total Charges for the Entire Educational Program:	\$XXX.00

**Business Expenses:** In addition as a business owner, you will need to invest in the basic costs of starting and growing your business. You should be prepared to pay these basic costs of doing business on your own. These costs are estimated at: (1) \$250-\$500 one-time setup costs for purchasing your website domain and business licenses and (2) \$100-\$200 per month for subscriptions to maintain your website, file management system, office technology, and phone / video conferencing. And, depending on your business, you may have additional costs for marketing systems, project management systems, travel, materials, and equipment to operate your business. These expenses are not included in your program fees.

**Payment Schedule & Method:** Program fees are payable in equal installments on a monthly basis over the 8-month enrollment period. Monthly payments are due by the fifteenth (15th) of the month. We require that all students submit a Card Authorization Form for us to automatically charge your credit or debit card for the monthly program fees.

**Early Payments:** Students may pay for a full program fee in advance. There is no discount for early payments. Please contact [payments@uptimacoop.com](mailto:payments@uptimacoop.com) to make arrangements for early payments.

**Late Payments:** If program fees are not paid in full by the payment due date, an interest charge will be assessed at the rate of 1.0% per month on the unpaid balance at the end of that and every month the balance remains outstanding. Repeated late payments may result in termination of enrollment from a program. No student may continue to another course in a program sequence or be awarded a Certificate of Completion until all outstanding program fees are paid in full or a payment plan has been arranged.

## STUDENT'S RIGHT TO CANCEL:

Students have the right to cancel their enrollment agreement, without any penalty or obligation, through attendance at the first workshop session or seven (7) days after enrollment whichever comes later. Cancellation is effective when the student provides a written notice of cancellation to the Enrollment Circle by electronic mail or postal mail within seven (7) calendar days of the quarter. The written notice of cancellation need not take any particular form and however expressed, it is effective if it shows that the student no longer wishes to be bound by the enrollment agreement. If the Enrollment Agreement is cancelled, Uptima will refund the student any money paid, less the \$100 non-refundable registration fee, within forty-five (45) days after the notice of cancellation is received.

Date by which student must exercise their right to cancel:	XX / XX / XXXX
--	----------------

## Withdrawal from the Program:

Students withdrawing from a program prior to completion must inform the Enrollment Circle via email, participate in an exit interview with their Enrollment Circle, and return a signed withdrawal form. Except as otherwise stated, students withdrawing from a program early will be charged for the portion of the program they have attended.

## Refund Policy:

**Refunds Based on Cancellation:** Should you cancel your enrollment agreement, you are eligible for a full refund, minus the \$100 registration fee, through attendance through the first day of classes, or the 7th day after you sign your agreement, whichever is later. The cancellation request must be submitted to the Enrollment Circle in writing and approved. Uptima Entrepreneur Cooperative is required to issue the refund within forty-five (45) days of the request being accepted.

**Refunds Based on Withdrawal or Dismissal:** If you withdraw from a program after it has started, or if a withdrawal is involuntary due to factors including, but not limited to, inappropriate conduct, lack of attendance, or failure to maintain satisfactory progress, you will be entitled to a pro rata refund of unearned charges, less the \$100 non-refundable registration fee. The refund will be calculated based on the proportion of the total program clock hours completed as of your last date of attendance. If withdrawal occurs prior to completing 60% of the total program clock hours, you will receive a refund of the unearned tuition. After 60% of the total program clock hours have been completed, program fees are considered “earned” and no refund will be issued.

**Refunds Related to Course Cancellations or Rescheduling:** We reserve the right to cancel or reschedule any course for reasons which include, but are not limited to, low enrollment, scheduling conflicts, and instructor availability, upon which time all students who are affected will be notified and offered options within a reasonable amount of time. In this case, if a refund is requested, you must provide notice of cancellation in writing to the Enrollment Circle and signed acknowledgment of the refund must be returned to you for any refund to be validated.

If the student has received federal student financial aid funds, the student is entitled to a refund of moneys not paid from federal student financial aid program funds.

## Program Agreements:

**Attendance:** Attendance and completion of required program activities are important in the development of your business and in building our cooperative community. As a result, we expect entrepreneurs to fulfill their weekly commitment to reviewing background materials, attending workshop sessions, completing business development activities and participating in one-on-one and peer mentoring sessions.

	<p><b>Orientation:</b> Entrepreneurs are required to attend a program orientation session outlined in their acceptance letter. In this orientation you will meet other entrepreneurs and program staff, review program expectations and the online learning environment, and gain tools and practices to support you in the program. Failure to attend the required orientation may result in dismissal from the program.</p>
	<p><b>Time Management &amp; Preparation:</b> Developing a resilient, thriving business requires time management and preparation. We expect entrepreneurs to be on time and prepared for all orientation, workshop, one-on-one mentoring, and peer mentoring sessions. Excessive tardiness or unpreparedness may result in dismissal from a program.</p>
	<p><b>Workshop Attendance:</b> Entrepreneurs are required to attend the workshop sessions of the course(s) in the program they are enrolled in. Up to two (2) excused absences may be permitted per 12-week course and up to one (1) excused absence may be permitted per 6-week course. An absence is considered excused if the instructor is given notice at least twenty-four (24) hours in advance of the workshop session. Unexcused absences and excess tardiness for workshop sessions may result in dismissal from a program.</p>
	<p><b>Mentoring Appointments:</b> Our mentors are here for you. Your one-on-one mentoring sessions are your time to get feedback on your business development activities and connect with resources for your business. Please be on time and stay present. Every minute you are late or not present, you lose a minute of opportunity for assistance on your business. If you need to reschedule a one-on-one mentoring session, contact your mentor at least twenty-four (24) hours in advance. Mentors will make every effort to reschedule with you. If you request to reschedule at the last minute, mentors are not required to reschedule.</p>

	<p>with you. Remember our mentors have their own businesses, too. Peer mentoring sessions will not be rescheduled unless the entire peer group agrees to a change in schedule. Remember your peers have their own businesses and scheduling needs as well. Unexcused absences and excessive tardiness for one-on-one and peer mentoring appointments may result in dismissal from a program.</p>
--	--

**Standards of Progress:** Uptima Entrepreneur Cooperative assesses entrepreneurs on a “Pass / No Pass” basis. Entrepreneurs must achieve a “pass” rating from their instructors in their final progress reports for each course in the quarter. Instructors measure entrepreneur progress carefully through weekly attendance, participation, and business development activities and final deliverables in each course. Assessments are reviewed on a completion basis. To complete a course, entrepreneurs must attend the course regularly and submit all required business development activities.

	<p><i>Program Deliverables:</i> Entrepreneurs are expected to complete weekly business development activities in each of their courses. In addition, each course has certain business development activities that are required for completion of that course and progression to the next course in the sequence. These weekly and required deliverables are to be submitted through the online learning environment by their deadline. Failure to complete and submit required deliverables may result in deferral or dismissal from a program.</p>
	<p><i>Progress Reporting:</i> Building a business is a process of continuous improvement. As business owners, we receive feedback from customers, employees, and partners on regular basis through informal conversations and more formal surveys and other tools. And, we use that feedback to refine our programs and business strategy. The courses in our programs provide you with regular feedback to refine your business strategy. You will receive informal feedback from instructors, mentors, and peers on your weekly business development activities. In addition, you will receive more formal feedback through progress reports from your instructors that are designed to provide you with documented feedback on your business and personal development and next steps for your business at regular intervals throughout each course. These documented progress reports are used in determining your readiness to progress from course to the next in the program sequence. Uptima Entrepreneur Cooperative also reserves the right to defer enrollment in the next course in the sequence based on insufficient progress in your courses.</p>
	<p><i>Course Completion &amp; Continuation Requirements:</i> Each course within our programs has certain completion requirements outlined in the course syllabus, discussed in the first workshop session, and shared in the online learning environment. Entrepreneurs are required to complete and submit these business development activities through the online learning environment and receive a “pass” rating from their instructors in their final progress report to continue from one quarter to the next quarter in our programs.</p>
	<p><i>Graduation Requirements:</i> In order to graduate from a program and receive a Certificate of Completion, you must meet the following requirements:</p> <ul style="list-style-type: none"> <li>• Comply with the attendance policy;</li> <li>• Submit all required activities for completion of each course in the program; and</li> <li>• Meet all financial obligations to Uptima Entrepreneur Cooperative.</li> </ul> <p>A Certificate of Completion will be issued to each entrepreneur who has successfully completed the program within thirty (30) days of the end of the program.</p>

**Standards of Conduct:** Entrepreneurs are expected to act in accordance with our shared agreements as defined in the course catalog.

	<p><i>Confidentiality:</i> Entrepreneurs are expected to maintain the confidentiality of other entrepreneurs. Entrepreneurs should not share details of each other's businesses without asking for consent first.</p>
--	---

	Entrepreneurs should feel safe in talking about what they are learning about themselves and their businesses with other entrepreneurs, instructors, mentors, and operational staff.
	<i>Use of Course Materials:</i> Use of course materials is strictly for the use in developing your business. Course materials should not be shared with anyone outside of the course, except with employees of your business.
	<i>Intellectual Property of Entrepreneurs:</i> Each entrepreneur will own all rights to Intellectual Property to the extent created by the entrepreneur for their own business during the program. Each entrepreneur is responsible for taking such steps as are necessary to protect their rights in Intellectual Property (e.g., by registering a copyright, etc.). Uptima Entrepreneur Cooperative is not responsible for safeguarding the Intellectual Property of any entrepreneur.
	<i>Electronic Communication:</i> When communicating with others both inside and outside Uptima Entrepreneur Cooperative via email, text, social media and/or in our online learning environment, entrepreneurs should use good judgment and consider how their actions reflect on themselves. Entrepreneurs are expected to demonstrate a high level of professionalism in online interactions and treat all stakeholders with respect.
	<i>Recording &amp; Photography:</i> Audio and video recording of workshop sessions is strictly prohibited. Photography of workshop sessions is permitted with advance approval of all instructors, mentors, and entrepreneurs in the course. Photography may only be viewed by entrepreneurs in the course for which the photography is made. Photography of any kind with the intent to distribute content to anyone else is prohibited, including posting on external blogs, websites, and forums, except with permission of the instructors, mentors, and entrepreneurs in the course.

**Media Release:** Uptima Entrepreneur Cooperative will be sharing information about entrepreneurs on our website and with select media outlets. You may be asked to provide your biography, responses to questions about your experience in the program, and images for use on our website and with select media outlets.

	I hereby authorize and grant Uptima Entrepreneur Cooperative the irrevocable right and unrestricted permission to use (i.e., reproduce, make derivative works of, distribute copies of, and display) my name as well as the photographs and written responses provided by me to Uptima Entrepreneur Cooperative (“Image Rights”) in all forms of media (now or hereafter known), whether individually or in conjunction with other photographs, and in conjunction with any printed or electronic matter, including without limitation photographs, video, newsletters, brochures, annual reports, web pages, the Internet, e-mail communications and video productions for promotional, educational and other purposes consistent with Uptima Entrepreneur Cooperative’s mission or marketing.
	I understand that I will not be paid or compensated for the use of the Image Rights and that they may be used worldwide without time or form limitation. I hereby waive any right to any payments or compensations arising from or related to the use of the Image Rights. I hereby grant and assign to Uptima Entrepreneur Cooperative all rights of every kind and nature relating to or arising out of the Image Rights.
	I hereby waive any right to inspect or approve versions of the Image Rights or any printed or electronic matter that may be used with them, and I hereby waive any right that I may have to object to the use to which such Image Rights may be applied.
	I hereby release, discharge and agree to hold harmless Uptima Entrepreneur Cooperative from and against any claims, damages or liability arising from or related to the use of the Image Rights or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise, as well as any publication or distribution thereof.

## Regulatory Disclosures:

**State Tuition Recovery Fund:** The State of California established the Student Tuition Recovery Fund (“STRF”) to relieve or mitigate economic loss suffered by a student in an educational program at a qualifying institution, who is or was a California resident while enrolled, or was enrolled in a residency program, if the student enrolled in the institution, prepaid tuition, and suffered an economic loss. Unless relieved of the obligation to do so, you must pay the state-imposed assessment for the STRF, or it must be paid on your behalf, if you are a student in an educational program, who is a California resident, or are enrolled in a residency program, and prepay all or part of your tuition.

You are not eligible for protection from the STRF and you are not required to pay the STRF assessment, if you are not a California resident, or are not enrolled in a residency program.

It is important that you keep copies of your enrollment agreement, financial aid documents, receipts, or any other information that documents the amount paid to the school. Questions regarding the STRF may be directed to the Bureau for Private Postsecondary Education, 1747 N. Market Blvd Ste 225, Sacramento, CA 95834, (916) 574-8900 or (888) 370-7589.

To be eligible for STRF, you must be a California resident or are enrolled in a residency program, prepaid tuition, paid or deemed to have paid the STRF assessment, and suffered an economic loss as a result of any of the following:

1. The institution, a location of the institution, or an educational program offered by the institution was closed or discontinued, and you did not choose to participate in a teach-out plan approved by the Bureau or did not complete a chosen teach-out plan approved by the Bureau.
2. You were enrolled at an institution or a location of the institution within the 120 day period before the closure of the institution or location of the institution, or were enrolled in an educational program within the 120 day period before the program was discontinued.
3. You were enrolled at an institution or a location of the institution more than 120 days before the closure of the institution or location of the institution, in an educational program offered by the institution as to which the Bureau determined there was a significant decline in the quality or value of the program more than 120 days before closure.
4. The institution has been ordered to pay a refund by the Bureau but has failed to do so.
5. The institution has failed to pay or reimburse loan proceeds under a federal student loan program as required by law, or has failed to pay or reimburse proceeds received by the institution in excess of tuition and other costs.
6. You have been awarded restitution, a refund, or other monetary award by an arbitrator or court, based on a violation of this chapter by an institution or representative of an institution, but have been unable to collect the award from the institution.
7. You sought legal counsel that resulted in the cancellation of one or more of your student loans and have an invoice for services rendered and evidence of the cancellation of the student loan or loans.

To qualify for STRF reimbursement, the application must be received within four (4) years from the date of the action or event that made the student eligible for recovery from STRF.

A student whose loan is revived by a loan holder or debt collector after a period of non-collection may, at any time, file a written application for recovery from STRF for the debt that would have otherwise been eligible for recovery. If it has been more than four (4) years since the action or event that made the student eligible, the student must have filed a written application for recovery within the original four (4) year period, unless the period has been extended by another act of law.

However, no claim can be paid to any student without a social security number or a taxpayer identification number.



**Financial Aid & Student Loans:** Uptima Entrepreneur Cooperative does not participate in either State or Federal financial aid programs.

Uptima Entrepreneur Cooperative does not offer in-house financing or personal student loans to students.

If a student obtains a loan to pay for a program at Uptima Entrepreneur Cooperative, the student bears the responsibility to repay the full amount of the loan plus interest, less the amount of any refund disbursed directly to the lender in the event of cancellation, withdrawal, or dismissal.

If a student defaults on a federal or state loan, both the following may occur:

1. The federal or state government or a loan guarantee agency may take action against the student, including applying any income tax refund to which the person is entitled to reduce the balance owed on the loan.
2. The student may not be eligible for any other federal student financial aid at another institution or other government financial assistance until the loan is repaid.

**Questions Regarding this Agreement:** Any questions a student may have regarding this enrollment agreement that have not been satisfactorily answered by the institution may be directed to the Bureau for Private Postsecondary Education at:

Address: 1747 N. Market Blvd. Ste 225, Sacramento, CA 95834  
 P.O. Box 980818, West Sacramento, CA 95798-0818  
 Web site Address: [www.bppe.ca.gov](http://www.bppe.ca.gov)  
 Telephone and Fax #'s: (888) 370-7589 or by fax (916) 263-1897  
 (916) 574-8900 or by fax (916) 263-1897

**Complaints:** A student or any member of the public may file a complaint about this institution with the Bureau for Private Postsecondary Education by calling (888) 370-7589 toll-free or by completing a complaint form, which can be obtained on the bureau's internet web site [www.bppe.ca.gov](http://www.bppe.ca.gov).

**Student Certifications:**

	Prior to signing this enrollment agreement, you must be given a catalog or brochure and a School Performance Fact Sheet (when available), which you are encouraged to review prior to signing this agreement. These documents contain important policies and performance data for this institution. This institution is required to have you sign and date the information included in the School Performance Fact Sheet relating to completion rates, placement rates, license examination passage rates, and salaries or wages, and the most recent three-year cohort default rate, if applicable, prior to signing this agreement.
	I certify that I have received the catalog, School Performance Fact Sheet, and information regarding completion rates, placement rates, license examination passage rates, and salary or wage information, and the most recent three-year cohort default rate, if applicable, included in the School Performance Fact sheet, and have signed, initialed, and dated the information provided in the School Performance Fact Sheet.



### Student Consents:

<u>TOTAL CHARGES FOR THE CURRENT PERIOD OF ATTENDANCE</u>	<u>\$XXX.00</u>
<u>ESTIMATED TOTAL CHARGES FOR THE ENTIRE EDUCATIONAL PROGRAM:</u>	<u>\$XXX.00</u>
<u>TOTAL CHARGES THE STUDENT IS OBLIGATED TO PAY UPON ENROLLMENT</u>	<u>\$100.00</u>

I understand that this is a legally binding contract. My signature below certifies that I have read, understood, and agreed to my rights and responsibilities, and that the institution's cancellation and refund policies have been clearly explained to me.

Student Name:			
Student Signature:		Date:	

This agreement is accepted by Uptima Entrepreneur Cooperative:

CEO:	Rani Langer-Croager		
CEO Signature:		Date:	

The enrollment agreement is legally binding when signed by the student and accepted by the institution.

### Payment of Registration Fee:

Please complete the enrollment process by submitting your non-refundable deposit. The non-refundable deposit amount stated in this agreement has been entered below. Click the "Finish" button to enter your credit or debit card or pay by PayPal.

Registration Fee (Non-refundable):	\$100.00
------------------------------------	----------