

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Consumer Affairs, Bureau for Private Postsecondary Education

CONTRACTOR'S NAME

2. The term of this

Agreement is: July 1, 2015 or upon execution by the Parties (whichever occurs later), through June 30, 2018
 With the option to renew

3. The maximum amount

\$1,076.00 (One Thousand Seventy Six Dollars and No Cents)*

of this Agreement is:

*Subject to amendment by the Bureau

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	1 page
– State Authorization Agreement	4 pages
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	<u>GTC 610</u>
Exhibit D – Special Terms and Conditions	1 page

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Consumer Affairs, Bureau for Private Postsecondary Education		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Joanne Wenzel, Bureau Chief		
ADDRESS		
2535 Capitol Oaks Drive, Suite 400		
Sacramento California, 95833		

EXHIBIT A

SCOPE OF WORK

1. Pursuant to Section 600.9 of Title 34 of the Code of Federal Regulations, an institution that participates in the Federal student aid programs authorized under Title IV of the Higher Education Act of 1965, as amended, must be authorized by the State(s) where it is located. The purpose of this Agreement is to establish a cooperative relationship, in accord with California Education Code Section 94874.9, between the California Bureau for Private Postsecondary Education (“Bureau”) and the named Contractor (“Institution”) in order for the Bureau to review and act on complaints concerning the Institution. Additionally, pursuant to California Education Code Section 94874.9, the execution of this Agreement between the parties shall constitute establishment by the State of California for the Institution to offer programs beyond secondary education, including programs leading to a degree or certificate, in accordance with Section 600.9 of Title 34 of the Code of Federal Regulations. The Bureau shall provide services to the Institution in accordance with the provisions of this agreement, including the State Authorization Agreement, attached herein and labeled, Exhibit A, Attachment I – State Authorization Agreement.
2. The liaisons during the term of this agreement will be:

Department of Consumer Affairs
Bureau for Private Postsecondary Education

Name: Chief, Complaint Unit
Phone: (916) 431-6959
Fax: (916) 263-1897
Email: bppe@dca.ca.gov

Institution: _____

Name:
Phone:
Fax:
Email:

Direct all agreement inquiries and notices to the above liaisons.

State Authorization Agreement

This State Authorization Agreement (“Agreement”) is hereby made and entered into by and between the California Bureau for Private Postsecondary Education (“Bureau”) and [REDACTED] (“Institution”), a California nonprofit corporation, collectively known as the “Parties.”

In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the mutual receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

(1) PURPOSE

Pursuant to Section 600.9 of Title 34 of the Code of Federal Regulations, an institution that participates in the Federal student aid programs authorized under Title IV of the Higher Education Act of 1965, as amended, must be authorized by the State(s) where it is located. The purpose of this Agreement is to establish a cooperative relationship, in accord with California Education Code Section 94874.9, between the Parties for the Bureau to review and act on complaints concerning the Institution. Additionally, the execution of this Agreement between the Parties shall constitute establishment by the State of California for the Institution to offer programs beyond secondary education, including programs leading to a degree or certificate, in accordance with Section 600.9 of Title 34 of the Code of Federal Regulations.

(2) REPRESENTATIONS/WARRANTIES

- A. The Institution represents and warrants that it is an “independent institution of higher education” as defined in Section 66010 of the California Education Code.
- B. The Institution shall comply with all applicable state and federal laws, including laws related to fraud, abuse, and false advertising.

(3) EFFECTIVE DATE/TERM/RENEWAL

A. Term.

This Agreement shall be effective July 1, 2015 or immediately upon both Parties executing this Agreement (whichever occurs later), and terminate on June 30, 2018. Thereafter, this Agreement may be renewed for additional terms by agreement of both parties by written amendment.

It is mutually agreed that if the Bureau ceases to exist by government action during the initial term or any subsequent term of this Agreement, and there is no successor entity to the Bureau, this Agreement shall be of no further force and effect. In this event, the Department of Consumer Affairs shall have no obligation to review and act on complaints concerning the Institution.

B. Termination.

The Bureau may terminate this Agreement at any time if the Institution is no longer an independent institution of higher education as defined in Section 66010 of the California Education Code, or if the Institution fails to comply with the provisions of this Agreement.

The Institution may terminate this Agreement at any time upon 30 days written notice to the Bureau.

(4) STATE COMPLAINT PROCESS: COOPERATION OF PARTIES

Pursuant to this Agreement, the Bureau will review and, as appropriate, act on complaints concerning the Institution, in accordance with Section 600.9 of Title 34 of the Code of Federal Regulations. The Institution shall cooperate with the Bureau and/or any referring agency to resolve complaints received by the Bureau concerning the Institution.

(5) COMPLAINT PROCEDURES: REFERRALS

A. The Institution authorizes the Bureau to refer any complaint it receives related to the Institution, including any complaints related to institutional policies or procedures, or both, as determined by the Bureau, to the Institution, an accrediting agency, or another appropriate entity for resolution.

B. The Bureau shall notify both the complainant and the Institution of any such referral.

C. The Bureau shall retain the ability and responsibility to determine whether a referred complaint remains pending and/or has been resolved.

(6) INSTITUTION'S DESIGNATED LIAISON

The Institution hereby designates its: _____

(Title)

to act as a liaison with the Bureau for all complaints received by the Bureau related to the Institution.

(7) PROVIDING NOTICE TO STUDENTS

The Institution shall provide the following disclosure notice in all written and Internet-based documentation in which the Institution's student complaint processes are described, including the student catalog, student handbook, and the Institution's Internet Web site:

“An individual may contact the Bureau for Private Postsecondary Education for review of a complaint. The bureau may be contacted at (address), Sacramento, CA (ZIP Code), (Internet Website address), (telephone and fax numbers).”

The Institution shall ensure that the required notice contains the most recent and accurate contact information as provided by the Bureau.

(8) ANNUAL FEE

To support costs incurred by the Bureau to perform activities pursuant to this Agreement, the Institution shall pay the Bureau one thousand seventy-six dollars (\$1,076.00) within 30 days from July 1, 2015, or within 30 days from both Parties' execution of this Agreement (whichever occurs later), and thereafter each calendar year on July 1st for each term that this Agreement remains in effect ("Bureau Fee"). The Bureau Fee may be periodically reviewed and adjusted by the Bureau through the administrative rulemaking process, and the adjusted amount shall be the annual fee for purposes of this Agreement upon written notice to the Institution.

(9) NON-CONFIDENTIAL AGREEMENT

This Agreement is not confidential. The Institution consents to the Bureau posting the Institution's name and the standard form of this contract on its Internet Web site.

(10) HOLD HARMLESS/INDEMNIFICATION

The Institution agrees to indemnify and hold harmless the Bureau, its designated representatives, agents, and employees from any and all liability, loss, damage, cost, or expense, including reasonable counsel fees and expenses, paid or incurred by reason of the Institution's breach of any of the obligations, covenants, representations, or terms contained in this Agreement, or otherwise by reason of the Institution's unlawful conduct.

(11) GENERAL PROVISIONS

- A. Modification of Agreement. This Agreement may be supplemented, amended, or modified by the mutual agreement of the parties.
- B. Notices: All notices arising out of, or from, the provisions of this Agreement will be in writing and given to the Parties either by regular mail, electronic mail, facsimile, or delivery in person.
- C. Entire Agreement: This Agreement and Exhibits identified as Exhibit A through D represent the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous discussions, representations, or agreements, oral or written, of the Parties regarding this subject matter. Exhibits A through D are hereby incorporated by this reference. This Agreement will not be modified except by further writing signed by both Parties.
- D. Severability: If any provision contained in this Agreement is determined by a court of competent jurisdiction, or an arbitration tribunal, to be invalid or unenforceable, said determination will not affect the validity and enforceability of the remaining provisions hereof. The Parties represent that they are not aware that any provision of the Agreement is invalid or unenforceable.
- E. Waiver: No waiver by either Party, whether express or implied, of any right or obligation set forth in this Agreement, or any breach or default, will constitute a continuing waiver of that or any other right, obligation, breach, or default.

- F. Paragraph Headings: The paragraph headings and numbers in this Agreement are for convenience only and will not be deemed to affect in any way the language of the provisions to which they refer.
- G. Counterparts by Facsimile or Email: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

The Institution shall pay the Bureau for costs incurred by the Bureau to perform activities related to this Agreement, set by California Education Code Section 94874.9 as one thousand seventy-six dollars (\$1,076.00) each year, unless another amount is later determined by the Bureau through the administrative rulemaking process. The Bureau is not responsible for any financial performance of this Agreement.

Payments shall be sent to the following address:

Bureau for Private Postsecondary Education
Attn: State Authorization Contract
P.O. Box 980818
West Sacramento, CA 95798-0818

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Bureau, if the Bureau's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Bureau is unable to render service as a result of any action by any governmental authority.
2. WRITTEN NOTICE: To the extent possible, the Bureau will provide written notice to the Institution if it cannot perform under this Agreement.