

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

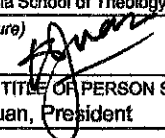

AGREEMENT NUMBER <b>SC# 1904741</b>
REGISTRATION NUMBER

- 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  
Southern California School of Theology dba Claremont School of Theology
- The term of this Agreement is: July 1, 2021 or upon execution by the Parties (whichever occurs later), through June 30, 2024  
With the option to renew
- The maximum amount of this Agreement is: \$1,076.00 (One Thousand Seventy Six Dollars and No Cents)\*  
\*Subject to amendment by the Bureau
- 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	4 pages
Exhibit D – Special Terms and Conditions	1 page

**RECEIVED**  
**JUN 30 2021**  
**B.P.P.E.**

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

<b>CONTRACTOR</b>		California Department of General Services Use Only Pd 7/7/21 7/1/21 - 7/1/22
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <u>Southern California School of Theology dba Claremont School of Theology</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>June 22, 2021</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Kah-Jin Jeffrey Kuan, President</u>		
ADDRESS <u>1325 N College Avenue, Claremont, CA 91711</u>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <u>Department of Consumer Affairs, Bureau for Private Postsecondary Education</u>		
BY (Authorized Signature) 	DATE SIGNED (Do not type) <u>7/6/2021</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>Deborah Cochrane, Bureau Chief</u>		
ADDRESS <u>1747 North Market Blvd., Suite 225          Sacramento, California, 95834</u>		

**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) 574-8911  
Fax: (916) 263-1897  
Email: [bppe@dca.ca.gov](mailto:bppe@dca.ca.gov)

**Institution: Claremont School of Theology**

Name: Kah-Jin Jeffrey Kuan, President  
Phone:  
Fax: 909-447-2553  
Email: [jkuan@cst.edu](mailto:jkuan@cst.edu)

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 Claremont School of Theology (“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, 2021 or immediately upon both Parties executing this Agreement (whichever occurs later), and terminate on June 30, 2024. 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: President  
(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, 2021, or within 30 days from both Parties' execution of this Agreement (whichever occurs later), and thereafter each calendar year on July 1<sup>st</sup> 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 C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.



8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of unlawful discrimination. Contractor and subcontractors shall comply with the applicable provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS**: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**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.