CALIFORNIA SUBJECT MATTER PROJECTS - NO CHILD LEFT BEHIND CYCLE 10 SUPPLEMENT (CSMP NCLB10A)
RECITALS & TERMS AND CONDITIONS (dated 03/2014)

WHEREAS, the California Legislature enacted Senate Bill 232 in 2007, and Senate Bill 612 in 2011, reauthorizing The Regents of the University of California, Office of the President (hereinafter called UCOP) to establish cooperative endeavors designed to accomplish specified goals, with the approval of a nine-member Concurrence Committee; and

WHEREAS, the California Legislature provides funding to establish and maintain the California Subject Matter Projects (CSMP), which shall be administered by UCOP in cooperation with the Concurrence Committee, comprised of one representative selected by each of the following: The Regents of the University of California, the Board of Trustees of the California State University, the Governor’s Office, the Commission of Teacher Credentialing, the Curriculum Development and Supplemental Materials Commission, the State Board of Education, the Superintendent of Public Instruction, the Board of Governors of the California Community Colleges, and the Association of Independent Colleges and Universities; and

WHEREAS, the CSMP establish and maintain cooperative endeavors designed to strengthen the subject matter knowledge and enhance the instructional strategies in each subject area of teachers in the public schools and improve student learning and academic performance as measured against adopted State Board of Education standards; and

WHEREAS, the CSMP is closely aligned with California’s No Child Left Behind (NCLB) goals, as well as the current state policy related to standards, instructional material, assessment, and accountability; and

WHEREAS, the State of California, Department of Education has received federal funding for the NCLB program in California; and

WHEREAS, UCOP has entered into an amendment for supplemental funds under an Interagency Agreement with the State of California, Department of Education (under Agreement No. CN130242) for the receipt of federal No Child Left Behind funding; and

WHEREAS, Recipient is a CSMP partner and possesses the capability and experience to provide a subset of CSMP NCLB activities;

WHEREAS, the parties desire to enter into a Subaward for the provision of NCLB activities using federal funds (CFDA #84.367) provided to UCOP under Interagency Agreement No. CN130242; and

NOW THEREFORE, the parties mutually agree to the following conditions:

I.  KEY PERSONNEL

The Director of the CSMP Statewide Office funded under this Subaward is considered Key Personnel and is responsible for directing the project and budget expenditures under this Subaward.

Changes in Key Personnel must be approved in writing, in accordance with Article VIII of these Terms & Conditions. The approving official is the UCOP CSMP Executive Director. Contact information is contained in the Subaward Face page.

II.  BUDGET AND EXPENDITURES

1.  Prior approval for changes to the approved budget is not required provided that the objectives of the program are preserved and the budget changes do not indicate significant modifications to the approved Project Work Plan.
2. Funds may not be used for alcohol, entertainment costs, equipment costing more than $5,000, out-of-State travel, or foreign travel.

3. No indirect costs are allowable under this Subaward.

4. Funds received under this Subaward must be held in a separate account for administrative and reporting purposes and may not be commingled with funds received through any other agreement.

III. PAYMENT

1. Availability of Funds:

   For the mutual benefit of the parties, it is agreed that this Subaward (and/or subsequent amendments) may have been written before ascertaining the monetary availability of congressional or legislative appropriations in order to avoid program or fiscal delays that would occur if award documents were signed after that determination was made.

   This Subaward is viable and enforceable only if sufficient funds are made available by the California Department of Education to The Regents of the University of California for the purpose of this program. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the cancellation of this Subaward or modification in scope and budget, as appropriate.

2. For Non-UC Recipients:

   Payments will be made monthly in arrears (or quarterly if Recipient so desires), after receipt of line-item invoices based on actual expenditures. All invoices must include current and cumulative amounts, and a detail of expenses broken out by major budget categories. Final invoice shall be marked “Final”. The final invoice is due no later than August 31, 2014.

   Invoices must reference the Subaward Number and Recipient’s Federal Taxpayer Identification Number. Invoices lacking this information cannot be processed. Original invoices to be mailed to the contact for Payment and Other Matters at the address set forth in the Subaward Face Page. Note that payment cannot be processed until the Certificate of Insurance required by the last paragraph under Article X has been received.

3. For UC Recipients:

   The campus Extramural Funds Accounting office is to submit, on a monthly basis (and no less frequently than quarterly), the Intercampus Requests for Reimbursement to the contact for Payment and Other Matters at the address set forth in the Subaward Face Page. The Intercampus Requests for Reimbursement must contain current and cumulative amounts, and a detail of expenses broken out by major budget categories.

   The final request should be marked "Final" and submitted on or before August 31, 2014. Funds to cover expenditures will be transferred to your campus according to procedures outlined in Accounting Manual Sec. F-351.
IV. **FINANCIAL REPORTS**

1. Recipient’s invoices will serve as financial reports.

2. Additional financial reports and line item budgets may periodically be requested by UCOP CSMP Executive Director for programmatic reasons.

V. **FINANCIAL RECORDS / AUDITS**

1. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred for a period of three years after final payment.

2. This Subaward shall be subject to the examination and audit by UCOP, the Auditor General of the State of California, the California Department of Education, and/or any agency acting on behalf of the U.S. Government, for a period of three years after expiration or termination. The examination and audit shall be confined to those matters connected with the performance of this Subaward, including, but not limited to, the cost of administering this Subaward.

VI. **FEDERAL FUNDING**

This Subaward contains federal funds received via an Interagency Agreement (No. CN130242) from the California Department of Education. The Catalog of Federal Domestic Assistance No. is 84.367.

VII. **PROGRAM REPORTS**

Reporting requirements are stated below. Additional progress reports may be periodically requested by the UCOP CSMP Executive Director.

1. Progress Report, due **September 30, 2014**: Describe the instructional resources that were developed to help educators better understand and implement the Common Core State Standards (CCSS), and English Language Development (ELD) Standards, and how they addressed the needs of English Language Learners (ELLs) and other students with low academic literacy skills.

2. Describe how the materials will be disseminated, including potential users, programs, other professional learning activities and how they can be accessed.

3. Describe changes or modifications in the implementation of the Project funded under this Subaward, and a rationale for why the changes were necessary.

VIII. **CHANGES AND AMENDMENTS**

Recipient must submit written requests for changes in Key Personnel and Project Work Plan. The UCOP CSMP Executive Director is the authorized representative to approve such changes. All other requests for amendments or modifications to this Subaward shall be submitted to the UCOP contact for Payment and Other Matters listed in the Subaward Face Page, who shall coordinate UCOP approvals as appropriate.

IX. **EQUIPMENT**

Equipment purchases are not allowed under this Subaward.

Equipment for purposes of this Subaward means an article of non-expendable, tangible, personal property which has an acquisition cost of $5,000 or more, is free standing, and has a normal life expectancy of more than one year.
X. INSURANCE

Recipient at its sole cost and expense, shall insure its activities in connection with this Subaward and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

   (a) Each Occurrence  $1,000,000
   (b) Products/Completed Operations Aggregate $3,000,000
   (c) Personal and Advertising Injury  $1,000,000
   (d) General Aggregate $3,000,000

   If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Subaward. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Subaward.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million ($1,000,000) per occurrence if using automobiles in conducting the work under this Subaward.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Subaward in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of UCOP and the Recipient against other insurable risks relating to performance of this Subaward.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

The coverage referred to under (1) and (2) of this Article shall name “The Regents of the University of California” as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to UCOP of any modification, change or cancellation of any of the above insurance coverages is required. Recipient shall annually furnish UCOP with Certificates of Insurance evidencing Recipient’ insurance coverage and Additional Insured Endorsements demonstrating that “The Regents of the University of California” are an additional insured on the applicable policies. Alternatively, should Recipient have more than one CSMP award from The Regents, one certificate for all CSMP awards, with the following language, will suffice: “This coverage is for all California Subject Matter Projects awarded to [RECIPIENT] by The Regents of the University of California. The certificate holder is added as an additional insured as their interests may appear.”

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XI. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents of the University of California, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subaward but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.
The Regents of the University of California shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Subaward but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, agents, or employees.

XII. **AFFIRMATIVE ACTION/NON-DISCRIMINATION**

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250 and 60-300 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

XIII. **SUBRECIPIENTS**

Recipient shall require its sub-recipients to comply with the terms and conditions contained herein.

XIV. **INDEPENDENT CONTRACTOR**

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Subaward as independent contractors. Nothing in this Subaward will be deemed to create an employer-employee or principal-agent relationship between UCOP and Recipient’s employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Subaward, be entitled to participate, as an employee or otherwise, in or under any UCOP employee benefit plan or any employment right or benefit available to or enjoyed by UCOP employees.

XV. **TERMINATION**

Either party may terminate this Subaward in whole or in part upon 30 days advance written notice to the other party. UCOP shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports.

XVI. **ENTIRE AGREEMENT**

This Subaward, including any references and exhibits, constitutes the entire Subaward and supersedes any other written or oral representations, statements, negotiations, or agreements.
XVII. **ACKNOWLEDGMENT**

When publicizing the work performed under this Subaward, Recipient must acknowledge support as follows, "This work was partially or wholly funded by a subaward from The Regents of the University of California, Office of the President. The funds supporting this subaward originated from the federal No Child Left Behind program via a block grant to the California Department of Education. The opinions, findings, and conclusions herein are those of the author and not necessarily represent those of the federal government, the California Department of Education, nor The Regents of the University of California, Office of the President."