

CALIFORNIA SUBJECT MATTER PROJECTS – EVERY STUDENT SUCCEEDS ACT (formerly NO CHILD LEFT BEHIND) CYCLE 14 (CSMP NCLB14)
RECITALS & TERMS AND CONDITIONS (01/2018)

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 The Regents or 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 The Regents of the University of California 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 Every Student Succeeds Act (ESSA) 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 from the U.S. Department of Education for the ESSA program in California; and

WHEREAS, UCOP has entered into an Interagency Agreement with the State of California, Department of Education (under Agreement No. CN170224) for the receipt of federal ESSA funding; and

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

WHEREAS, the parties desire to enter into a Subaward for the provision of ESSA activities using federal funds provided to UCOP under Agreement No. CN170224; and

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

I. PROGRAM OPERATIONS

Recipient is either implementing a CSMP *site*, or managing a CSMP *Statewide Office* as indicated in Section 1 of the Subaward Face Page (for Non-UC recipients) or on Participating Campus Information section of the Multiple Campus Award face page (for UC recipients) . Note that some terms stated below are specific to each type of operation. Unless otherwise so noted, all Recipients shall comply with the terms and conditions contained herein.

II. KEY PERSONNEL

Recipient’s Faculty Advisor/Principal Investigator and the Director for each CSMP Site (or Statewide Office, as applicable) are considered Key Personnel and are responsible for directing the project and budget expenditures under this Subaward.

Changes in Key Personnel must be approved in writing, in accordance with Article X of these Terms & Conditions. For CSMP Sites, the approving official is the Statewide Office Executive Director; for CSMP Statewide Offices, the approving official is the University of California Office of the President (UCOP) CSMP Executive Director. Contact information is contained in the Subaward Face page (for Non-UC recipients) or on Attachment 1 of the Multiple Campus Award (for UC recipients).

III. BUDGET AND EXPENDITURES

1. Allowable costs and administration shall be governed by standards as set forth in this Subaward and 2 CFR Part 200.
2. **Per the CDE prime award, no rebudgeting from the approved budget attached as Exhibit A is permitted under this Subaward without prior approval.**
3. Funds may not be used for alcohol, entertainment costs, equipment costing more than \$5,000, out-of-State travel, or foreign travel.
4. The maximum indirect costs allowable under this Subaward is 8% of total direct costs. (For UC campuses: copy OP exception number 142105 to request a campus specific waiver.)
5. 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.
6. **Prior approval is required for use of these funds as a match or cost share against any other programs.**

IV. 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, 2018**.

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 XII 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 Attachment 1 of the MCA. 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 shall be marked "Final" and submitted on or before **August 31, 2018**. Funds to cover expenditures will be transferred to Recipient's campus according to procedures outlined in Accounting Manual Sec. F-351.

V. FINANCIAL REPORTS

1. Recipient's invoices will serve as financial reports. All invoices shall include the following certification (or a statement to the effect as required by 2 CFR 200): "By signing this invoice, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
2. Payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Recipient. UCOP reserves the right to reject an invoice, in accordance with 2 CFR 200.305.
3. Additional financial reports and line item budgets may periodically be requested by UCOP CSMP Executive Director, or by the Statewide Office Executive Director, for programmatic reasons.
4. For Recipients managing a CSMP Statewide Office, after all final site invoices for the Project are received, the UCOP Senior Contracts and Grants Analyst will provide a report of the Sites' Summary of Expenses by category, detailing each site's invoiced expenses. As part of their program management duties, the Statewide Office Executive Director is responsible for reviewing and approving the Sites' Summary of Expenses. Approval by return email to the Senior Contracts and Grants Analyst will be due two weeks after the Summary is provided.

VI. FINANCIAL RECORDS / AUDITS

1. Recipient accounting officer shall maintain accounts, records and other evidence pertaining to costs incurred, in accordance with 2 CFR 200.
2. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred for a period of three (3) years after final payment.
3. 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 (3) 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.

VII. FEDERAL FUNDING

This Subaward contains federal funds received via an Interagency Agreement (No. CN170224) from the California Department of Education. Federal Uniform Guidance terms at 2 CFR 200 are applicable. The Catalog of Federal Domestic Assistance Number for this non-R&D award is 84.367A, Supporting Effective Instruction State Grant (formerly Improving Teacher Quality State Grants). The Federal Award Identification Number is S367A170005.

VIII. PROGRAM REPORTS

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

For CSMP Sites:

1. Application for Continued Funding (ACF). Recipients implementing a CSMP Site are required to submit an annual ACF to the Statewide Office Executive Director. Due dates are to be determined, but are generally in the spring, and will be communicated to Director(s) in advance. ACFs should include the following information:
 - a. Progress Report:
 - i. Changes or modifications in the implementation of Recipient's Project Work Plan and a rationale for why the changes were necessary.
 - ii. Response to all recommendations made by Project Advisory Board and/or Executive Director regarding Recipient's proposed work.
 - iii. Changes in Recipient's CSMP Site context or site-specific issues that impacted the work of the site, and specific actions to address the changes.
 - iv. Specific examples of activities that addressed a) CSMP goals, b) ESSA goals, c) Common Core State Standards, d) CTE, and e) other site-specific program activities; identify successes and challenges.
 - v. Relevant participant outcomes related to program activities.
 - vi. Update Evidence of Impact (cycle of investigation) study.
 - b. Project Work Plan/Budget for the following program year:
 - i. Describe specific program activities that address the a) CSMP goals, b) ESSA goals, c) Common Core State Standards, d) CTE, and e) other site-specific programs; include how previous year's work and changes (if any) informed the development of these activities.
 - ii. Describe the focus of Recipient's Evidence of Impact (cycle of investigation) inquiry study and inquiry activities; provide the context and background for the study, a current logic model (1 page), outcome measures, and plans for data collection, data analysis, and reporting.
 - iii. A budget and budget narrative for the following program year.

For Statewide Offices:

1. Application for Continued Funding (ACF). Recipients managing a CSMP Statewide Office (SO) are required to submit an ACF to UCOP. Due dates are to be determined, but are generally in the spring, and will be communicated to Director(s) in advance. The Executive Director will prepare a SO ACF, including the following information:
 - a. Progress Report:
 - i. Changes or modifications in the implementation of Recipient's SO Project Work Plan, and a rationale for why the changes were necessary.
 - ii. Changes in the SO's context or SO-specific issues that impacted the SO work and specific actions to address the changes.
 - iii. Specific examples of how the SO supported the sites' work with addressing a) CSMP goals, b) ESSA goals, c) Common Core State Standards, d) CTE, v) sites' Evidence of Impact (cycle of investigation) inquiry studies, and e) other site-specific programs.

- iv. Specific examples of SO activities that addressed a) CSMP goals, b) ESSA goals, c) Common Core State Standards, d) CTE, and e) other project-specific programs; identify successes and challenges.
 - v. Provide relevant participant outcomes related to SO program activities (if applicable).
- b. Project Work Plan/Budget for the following program year:
- i. Describe how you will support your sites to address a) CSMP goals, b) ESSA goals, c) Common Core State Standards, d) CTE, e) implementation of their inquiry studies, and f) other project-specific programs; include how your previous year's work, and changes (if any), informed the development of these activities.
 - ii. Describe the specific SO activities you will implement (if any), including programs and services that meet CSMP goals, ESSA goals, Common Core State Standards, CTE, and other project-specific programs.
 - iii. A budget and budget narrative for the following program year.
2. Site Monitoring. The Statewide Office Executive Director is also responsible for:
- a. Reviewing, approving, and submitting to UCOP copies of all approved CSMP Site Reports for the projects in its domain.
 - b. Reviewing and approving the Sites' Summary of Expenses as described in Article V.3 above.

IX. CSMP INFORMATION SYSTEM

Recipient agrees to create and maintain specified institute and participant records using the CSMP Information System (CIS) at <http://csmc.ucop.edu/>. Recipient agrees to receive training in the use of the information system for appropriate project staff or otherwise demonstrate effective use of the system. The Site Director (for Recipients implementing CMSP sites) or the Statewide Office Executive Director (for Recipients managing CSMP Statewide Offices), must use the CIS to electronically certify the accuracy and completeness of the participant numbers and related program data for their site every three months. The certification of completeness and accuracy must be submitted and certified electronically using the CIS system in accordance with the following schedule:

For the period of July 1 through September 30, data entry and certification due the following October 31.

For the period of October 1 through December 31, data entry and certification due the following January 31.

For the period of January 1 through March 31, data entry and certification due the following April 30.

For the period of April 1 through June 30, data entry and certification due the following July 31.

For Recipients managing a Statewide Office, the Statewide Office Executive Director is also responsible for reviewing data submitted on the CIS by each site in its domain for accuracy, completeness and on-time submission.

X. CHANGES AND AMENDMENTS

Recipient must submit written requests for changes in Key Personnel and Project Work Plan. For Recipients implementing a CSMP site, the Statewide Office Executive Director is authorized to approve such changes. For Recipients managing a CSMP Statewide Office, the UCOP CSMP Executive Director is authorized 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 Subaward Face page (for Non-UC recipients) or on Attachment 1 of the Multiple Campus Award (for UC recipients), who shall coordinate UCOP approvals as appropriate.

XI. 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.

XII. INSURANCE

Non-UC 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 dollars (\$1,000,000) per occurrence if using automobiles in conducting the work under this Subaward. (Required only if Recipient drives on UC premises or transports employees, officers, invitees or agents of The Regents relating to performance under this Subaward.)
3. Workers' Compensation as required under California State law and employer's liability with limits of one million dollars (\$1,000,000) per occurrence with an aggregate of not less than two million dollars (\$2,000,000). If this insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Award. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Award.
4. Fidelity Bond or Crime coverage for dishonest acts of Recipient's employees in a minimum amount of one million dollars (\$1,000,000). Recipient shall endorse such policy to include a "Regents of the University of California coverage" or "Joint Payee Coverage" endorsement. UC will be named as "Loss Payee, as Their Interest May Appear" in such Fidelity Bond.
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.

The coverages required under this Article shall not in any way limit the Recipient's liability. The coverage referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as an additional 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. Recipient shall provide The Regents with not less than fifteen (15) days advance written notice of any modification, change or cancellation of any of the above insurance coverages, and will promptly obtain replacement coverage that complies with this provision. Recipient shall annually furnish The Regents with Certificates of Insurance (and the relevant endorsement pages) evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents is 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.

XIII. INDEMNIFICATION

Non-UC Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any and all losses, expenses (including, without limitation, reasonable attorney's fees and costs), damages, and liabilities of any kind resulting from or arising out of the performance of this Subaward, including Non-UC Recipient's performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Non-UC Recipient, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by them, or any person or persons under Non-UC Campus' direction and control, 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 Non-UC Recipient, its officers, agents, or employees. Recipient agrees to provide The Regents with prompt notice of any such claims or actions and to permit The Regents to defend any claim or action, and Recipient shall cooperate fully in such defense. Recipient retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent shall not unreasonably be withheld.

The Regents shall defend, indemnify, and hold Non-UC Recipient, its officers, employees, and agents harmless from and against any and all losses, expenses (including, without limitation, reasonable attorney's fees and costs), damages, and liabilities of any kind resulting from or arising out of the performance of this Subaward, including The Regents' performance hereunder, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of The Regents, its officers, employees, agents, subcontractors, or anyone directly or indirectly employed by The Regents, or any person or persons under The Regents' direction and control, 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. The Regents agrees to provide Recipient with prompt notice of any such claims or actions and to permit Recipient to defend any claim or action, and The Regents shall cooperate fully in such defense. The Regents retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent shall not unreasonably be withheld.

XIV. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient will abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Recipient will abide by 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), incorporated by reference with this statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability."** With respect to activities occurring in the State of California, Recipient agrees to adhere to the California Fair Employment and Housing Act. Recipient will provide UC on request a breakdown of its labor force by groups as specified by UC, and will discuss with UC its policies and practices relating to its affirmative action programs. Recipient will not maintain or provide facilities for employees at any establishment under its control that are segregated on a basis prohibited by federal law. Separate or single-user restrooms and necessary dressing or sleeping areas must be provided, however, to ensure privacy.

XV. SUBRECIPIENTS

Recipient shall require its sub-recipients to comply with the terms and conditions contained herein. Recipients implementing a CSMP site shall not subcontract or assign any part of the Project Work Plan without express written approval of Statewide Office Executive Director. Subcontractors named in Recipient's approved proposal shall be considered approved for the purposes of this clause.

XVI. INDEPENDENT CONTRACTOR

Non-UC 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 Non-UC Recipient's employees, consultants, agents, or independent contractors. Non-UC 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.

XVII. TERMINATION

Either party may terminate this Subaward in whole or in part upon thirty (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 shall be paid upon receipt and acceptance of all final reports.

XVIII. 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.

XIX. 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 U.S. Department of Education, Every Student Succeeds Act (Supporting Effective Instruction State Grant (formerly Improving Teacher Quality State Grants) via a formula 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."

XX. USE OF NAME

1. UC NAME: Except as set forth in this Agreement, Non-UC Recipient shall not use the name of The Regents of the University of California, or any of The Regents' employees, any abbreviation of the UC name, trade names and/or trademarks (i.e., logos and seals) or any derivation thereof, in any form or manner in advertisements, reports, or other information released to the public, or place the UC name, abbreviations, trade names and/or trademarks or any derivation thereof on any consumer goods, products or services for sale or distribution to the public, without The Regents' prior written approval. Non-UC Recipient agrees to comply at all times with California Education Code Section 92000.
2. CSMP NAME: Recipient's site or project name appearing on the Subaward/MCA Face Page is specifically approved for the work supported by UCOP. Should this Award be terminated or should UCOP not continue support of this project after expiration of this Award, Recipient may not continue to use this

name or any other name that insinuates a connection with the California Subject Matter Projects, except to the extent that Recipient has another award from UCOP in support of its CSMP site. Further, Recipient may not include any descriptors in its literature that would indicate that Recipient's new project (after UCOP support has ended) is connected in any way with the CSMP network.