

**CALIFORNIA SUBJECT MATTER PROJECTS - NO CHILD LEFT BEHIND CYCLE 9 (CSMP NCLB9)  
RECITALS & TERMS AND CONDITIONS (dated 12/2012)**

WHEREAS, the California Legislature, in 2007, enacted Senate Bill 232 reauthorizing The Regents of the University of California, Office of the President (hereinafter called UCOP) to establish and maintain the California Subject Matter Projects (CSMP): a cooperative endeavor designed to accomplish specified goals, with the approval of a nine-member Concurrence Committee which the bill established; and

WHEREAS, the California Legislature enacted Senate Bill 232 to provide funding which shall be administered by The Regents of the University of California in cooperation with the Concurrence Committee, comprised of one representative each from 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 California Community Colleges and two representatives of the State Board of Education; and

WHEREAS, the California Legislature enacted Senate Bill 232, to 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 Interagency Agreement with the State of California, Department of Education (under Agreement No. CN120273) 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. CN120273; 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. 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 XI 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 UCOP CSMP Executive Director. Contact information is contained in the Subaward Face page.

### III. 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. Allowable costs and financial administration shall be governed by the terms and conditions contained in this Subaward, and in accordance with OMB Circulars A-21 and A-110, in that order of precedence.
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, the applicable indirect costs class waiver for this rate is No. 03R-003.)
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.

### 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, 2013**.

**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 XIII 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, 2013**. Funds to cover expenditures will be transferred to your campus according to procedures outlined in Accounting Manual Sec. F-351.

V. 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, or by the Statewide Office Executive Director, for programmatic reasons.
3. 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 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.

VII. FEDERAL FUNDING

This Subaward contains federal funds received via an Interagency Agreement (No. CN120273) from the California Department of Education. The Catalog of Federal Domestic Assistance No. is 84.367.

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 your 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) NCLB 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) NCLB 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 your 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 your 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) NCLB 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) NCLB 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) NCLB 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, NCLB 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. ON-LINE INFORMATION SYSTEM

Recipient agrees to create and maintain specified institute and participant records using the On-line Information System (OIS) administered by the University of California, Davis. 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 OIS 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 OIS 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 OIS by each site in its domain for accuracy, completeness and on-time submission.

X. PROGRAM INCOME

Program Income is defined as gross income earned by the Recipient that is directly generated by an activity supported under this Subaward or earned as a result of this Subaward. For purposes of this Subaward, Program Income includes income from fees for services performed, and the sale of commodities or items fabricated under this Subaward.

Program Income earned under this Subaward must be used to further program objectives described in the Project Work Plan. The terms and conditions contained in this Subaward are applicable to Program Income generated under this Subaward unless prior approval has been provided by the Statewide Office Executive Director **and** UCOP CSMP Executive Director.

It is the intent of UCOP that Recipient use other resources to supplement and continue operation of the project described in the Project Work Plan during and after expiration of this Subaward. Program Income generated or earned during the period of this Subaward, and remaining unexpended after expiration of this Subaward, shall be placed in an account accessible to the department administering this Subaward for the purpose of continued project activities. Should the project be terminated or transferred to another location, the Program Income generated under this Subaward by CSMP sites shall be remitted to the Statewide Office or to an alternate site as directed by the Statewide Office Executive Director, in order to further advance the program objectives. For Program Income generated by CSMP Statewide Offices, balances shall be remitted to UCOP or as directed by the UCOP CSMP Executive Director.

Note: Because the CSMP is funded by The Regents under various agreements entered into with Recipient, Program Income left unexpended at the end of each project year need not be reported under this Subaward, but the entire balance of CSMP Program Income must be included in the annual financial reports required under the non-NCLB agreements as specified therein.

XI. 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 the Subaward Face Page, who shall coordinate UCOP approvals as appropriate.

XII. 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.

XIII. 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.**

XIV. 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.

XV. 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.

XVI. 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.

XVII. 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.

XVIII. 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.

XIX. 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.

XX. CODING INSTRUCTIONS APPLICABLE TO UC CAMPUSES ONLY

For **CGX reporting purposes**, the sponsor code for the specific subject area identified in Section 1 of the Subaward Face page should be used. These are as follows:

The California Arts Project	1817
California History-Social Science Project	6743
California International Studies Project	6748
California Mathematics Project	6724
California Physical Education-Health Project	6751
California Reading and Literature Project	6744
California Science Project	6740
California World Language Project	6749
California Writing Project	6727

For **Corporate Financial System (CFS)** purposes, the fund number we have assigned for reporting in the Corporate Financial System (CFS) is 18347, which is in the State agency fund block. The sponsor code we have assigned for CFS purposes is 6369 and the sponsor category is 02. The ultimate source of funds is federal, and the CFDA Number is 84.367.

XXI. 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. 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, or any of their programs."