

CALIFORNIA SUBJECT MATTER PROJECTS (CSMP)
RECITALS & TERMS AND CONDITIONS (updated 9/12 and 8/13)

WHEREAS, the California Senate enacted Senate Bill 232 in 2007 and Senate Bill 612 in 2011 reauthorized The Regents of the University of California to establish and maintain cooperative endeavors designed to accomplish specified goals, with the approval of a nine-member Concurrence Committee which the bill established; and

WHEREAS, the California Senate ~~enacted Senate Bill 232 to~~ provides funding to establish and maintain the California Subject Matter Projects (CSMP), which shall be administered by The Regents in cooperation with the Concurrence Committee, comprised of one representative selected each 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 on 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 California Senate enacted Senate Bill 232 to~~ 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;

Therefore, the following terms and conditions will apply to institutions who manage a CSMP Statewide Office or local Site, as described below. (updated 8/13)

I. PROGRAM OPERATIONS

Recipient is either implementing a CSMP site, or managing a CSMP Statewide Office as indicated in Section 1 of the Award Signature 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 Award.

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 Section 6 of the Award Signature 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 Recipient's institutional standards and those set forth in this Article.

3. Funds may not be used for alcohol, entertainment costs, and equipment costing more than \$5,000. ~~Out-of-state and Foreign~~ travel is also unallowable, except as approved by the Statewide Office Executive Directors for CSMP Sites and the UCOP CSMP Executive Director for the Statewide Offices. (updated 8/13)
4. Indirect Costs:
 - a. **Non-UC Recipients managing a CSMP site** may elect to allocate an amount not to exceed 5% for indirect costs purposes. (The calculation method that should be used is: Amount provided divided by 1.05 = Direct Costs (DC). DC times 5% = Indirect Costs allowed.)
 - b. **Non-UC Recipients managing a CSMP Statewide Office** may elect to allocate an amount not to exceed 8% for indirect costs purposes.
 - c. **UC Recipients** may not use any portion of this award for Indirect Costs. Should UC Recipients issue subawards under this Award to non-UC institutions, the maximum indirect costs for these institutions is 5%.
5. If it is anticipated that funds will remain unexpended at the end of each yearly budget period, a request to carry-over unexpended funds into the next budget period must be submitted for approval 45 days prior to the end of the yearly budget period, using the Financial Reporting Form (see Article V.1). 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 Section 6 of the Award Signature page. Each request must include: 1) the amount left unexpended, 2) an explanation as to why funds were unexpended and 3) an explanation of how the funds would be spent in the new budget period.
6. Funds received under this Award must be held in a separate account for administrative and reporting purposes and may not be commingled with funds received through any other agreement. However, funds awarded for the various project periods under this Award do not have to be separated from each other, as long as annual reports reflect expenditures on a yearly basis.

IV. PAYMENT

1. Availability of Funds:

It is mutually agreed upon by the parties that this Award (and/or subsequent amendments) may have been written before ascertaining the availability of congressional or legislative appropriations of funds for the mutual benefit of both parties, in order to avoid program or fiscal delays that would occur if award documents were signed after that determination was made.

This Award is viable and enforceable only if sufficient funds are made available to The Regents of the University of California for the purpose of this program. Funding is contingent upon approval of the annual State Budget by the Legislature and the Governor. Should sufficient funds not be made available, The Regents will notify Recipient and proceed with the cancellation of this Award or modification in scope and budget, as appropriate.

2. For Non-UC Recipients:

Payment of 100% of annual amount will be made after execution of this Award by both parties and submission of an Invoice and Certificate of Insurance (as required by the last paragraph under Article XIII).

Invoices must reference the Award Number and Recipient's Federal Taxpayer Identification Number. Invoices lacking this information cannot be processed. Original invoices and certificates to be sent to the contact for Payment and Other Matters at the address set forth in Section 6 of the Award Signature Page.

3. For UC Recipients:

Funding for the FY 2011-12 will be provided from a California Special State Appropriation, Fund No. 18046. Payment of the full award amount may be requested by a UC campus upon execution of this Award by OP and submission of the Transfer of Funds Information Sheet by the UC campus. Claims for reimbursement to the State Controller's Office must be submitted directly by the UC campus. (updated 9/12)

Beginning in FY 2012-13, funding will be provided from a University of California (state supported) general fund, Fund No. 19970. Claims for reimbursement by the UC campus under this fund to the State Controller's Office will not be necessary. (updated 9/12)

The TOF must reference the Award No. TOF lacking this information cannot be processed. Please e-mail your original TOF to the contact for Payment and Other Matters at the address set forth in Section 6 of the Award Signature Page.

4. Recipient acceptance of Award terms and conditions is signified by submission of invoice or Transfer of Funds Information Sheet, as applicable.

V. FINANCIAL REPORTS

1. A financial report must be submitted within 90 days of the anniversary date using the Financial Reporting Form (Exhibit B). The report consists of 1) actual annual expenditures made under this Award during each full fiscal year of performance (i.e., ~~FY 10-11~~ and ~~FY 11-12~~), and 2) the approximate aggregate Program Income unexpended balance. Should there be an unexpended balance of Award funds, a carry-forward or no cost time extension request may be made. Absent this approval, any unobligated or unexpended funds left under this Award must be returned with the financial report. (updated 9/12)
2. Additional financial reports and line item budgets may periodically be requested by the Statewide Office Executive Director, or the UCOP CSMP Executive Director, for programmatic reasons.
3. The Statewide Office Executive Director must review and approve financial reports for the CSMP sites in its domain. (updated 9/12)

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 Award shall be subject to the examination and audit by UCOP, and/or the Auditor General of the State of California or 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 Award, including, but not limited to, the cost of administering this Award.

VII. SOURCE OF FUNDS

The funds for this Award derive from the State of California, either via a special appropriation (for FY 11/12) or via the general funds appropriation (beginning in FY 12/13) to the University of California, and do not contain any federal sources. (updated 9/12)

VIII. PROGRAM REPORTS / APPLICATIONS FOR CONTINUED FUNDING (single underlined text updated 9/12; double underlined text updated 8/13)

~~Recipients are required to submit yearly site activity reports for continued funding. Continued funding is contingent upon submission and acceptance of reports and availability of funds. Due dates and notification of progress reports will be determined by the Statewide Office Executive Directors. Additional progress reports may be periodically requested by the Statewide Office Executive Director or the UCOP CSMP Executive Director.~~

For CSMP Sites:

Recipients implementing a CSMP Site are required to submit an annual Application for Continued Funding (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:

1. Progress Report:

- a. Changes or modifications in the implementation of your Project Work Plan and a rationale for why the changes were necessary.
- b. Response to all recommendations made by Project Advisory Board and/or Executive Director regarding Recipient's proposed work.
- c. 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.
- d. Specific examples of activities that addressed i) CSMP goals, ii) NCLB goals, iii) Common Core State Standards, iv) CTE, and v) other site-specific program activities; identify successes and challenges.
- e. Relevant participant outcomes related to program activities.
- f. Update Evidence of Impact (cycle of investigation) study.

2. Project Work Plan/Budget for the following program year:

- a. Describe specific program activities that address the i) CSMP goals, ii) NCLB goals, iii) Common Core State Standards, iv) CTE, and v) other site-specific programs; include how previous year's work and changes (if any) informed the development of these activities.
- b. 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.
- c. A budget and budget narrative for the following program year.

3. Additional progress reports may be periodically requested by the Statewide Office Executive Director or the UCOP CSMP Executive Director.

For Statewide Offices:

Recipients managing a CSMP Statewide Office (SO) are required to submit an Application for Continued Funding (ACF) to UCOP. Due dates are to be determined, but are generally in the spring, and will be communicated to Executive Director(s) in advance. The Executive Director will prepare a SO ACF, including the following information:

1. Progress Report:

- a. Changes or modifications in the implementation of your SO Project Work Plan, and a rationale for why the changes were necessary.
- b. Changes in the SO's context or SO-specific issues that impacted the SO work and specific actions to address the changes.
- c. Specific examples of how the SO supported the sites' work with addressing i) CSMP goals, ii) NCLB goals, iii) Common Core State Standards, iv) CTE, v) sites' Evidence of Impact (cycle of investigation) inquiry studies, and vi) other site-specific programs.
- d. Specific examples of SO activities that addressed i) CSMP goals, ii) NCLB goals, iii) Common Core State Standards, iv) CTE, and v) other project-specific programs; identify successes and challenges.
- e. Provide relevant participant outcomes related to SO program activities (if applicable).

2. Project Work Plan/Budget for the following program year:

- a. Describe how you will support your sites to address, i) CSMP goals, ii) NCLB goals, iii) Common Core State Standards, iv) CTE, v) implementation of their inquiry studies, and vi) other project-specific programs; include how your previous year's work, and changes (if any), informed the development of these activities.
- b. 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.
- c. A budget and budget narrative for the following program year.

3. The Statewide Office Executive Director must review, approve, and submit to UCOP copies of all approved CSMP ACFs for the sites in its domain.

4. Additional reports may be periodically requested by the UCOP CSMP Executive Director ~~or Statewide Office Executive Director.~~

IX. ON-LINE CSMP INFORMATION SYSTEM (single underlined text updated 9/12; double underlined text updated 8/13)

Recipient agrees to create and maintain specified institute and participant records using the On-line CSMP Information System (CIS) administered by the University of California, Davis 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 CSMP 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, ~~2011~~ through September 30, ~~2011~~, data entry and certification due the following October 31, ~~2011~~.
For the period of October 1, ~~2011~~ through December 31, ~~2011~~, data entry and certification due the following January 31, ~~2012~~.
For the period of January 1, ~~2012~~ through March 31, ~~2012~~, data entry and certification due the following April 30, ~~2012~~.
For the period of April 1, ~~2012~~ through June 30, ~~2012~~, data entry and certification due the following July 31, ~~2012~~.

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. PROGRAM INCOME

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

Program Income earned under this Award must be used to further program objectives described in the Project Work Plan. The terms and conditions contained in this Award are applicable to Program Income generated under this Award 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 Award. Program Income generated or earned during the period of this Award, and remaining unexpended after expiration of this Award, shall be placed in an account accessible to the department administering this Award for the purpose of continued project activities. Should the project be terminated or transferred to another location, the Program Income generated under this Award 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.

The balance of Program Income left unexpended at the end of each project year must be included in the annual financial reports.

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 Award shall be submitted to the UCOP Contact for Payment and Other Matters listed in Section 6 of the Award Signature Page, who shall coordinate UCOP approvals as appropriate.

XII. EQUIPMENT

Equipment listed on the approved budgets may be purchased for the performance of this Award. Express written approval by the Statewide Office Executive Director must be obtained prior to the purchase of all other equipment.

Equipment for purposes of this Award 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. Within 90 (ninety) days of expiration or termination of this Award, Recipient shall provide a report of equipment purchases made under this Award. UCOP reserve the right to take title to the equipment or to transfer title to a third party. If UCOP do not exercise this right within 30 days of notification, title shall remain with the Recipient.

XIII. INSURANCE

Recipient at its sole cost and expense, shall insure its activities in connection with this Award 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 Award. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Award.

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 ~~research~~ the work under this Award. (updated 9/12)
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 Award 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 Award.
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's 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 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 Award 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 Award 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 Award as independent contractors. Nothing in this Award 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 Award, 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 Award 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. Recipient shall take all necessary measures to mitigate its costs and shall return to UCOP all unliquidated advance payments within 60 days of termination, along with the Financial Report (see Article V.1).

XIX. ENTIRE AGREEMENT

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

XX. CODING INSTRUCTIONS APPLICABLE TO UC CAMPUSES ONLY

As an award from a University-wide program, this project is to be administered pursuant to University Contract and Grant Manual Section 10-253. Funding will be provided either via a special appropriation or via the general fund appropriation from to the University of California (Fund No. 18046 FY 11/12 and Fund No. 19970 thereafter). Reporting in the Corporate Financial System is not required. (updated 9/12)

For Contract & Grant reporting purposes (CGX), the sponsor code for the specific subject area identified in Section 1 of the Award Signature page should be used. These are as follows: (updated 9/12)

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