

CALIFORNIA SUBJECT MATTER PROJECTS (CSMP)
RECITALS & TERMS AND CONDITIONS (8/2017)

RECITALS:

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 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 Legislature provides funding to establish and maintain the California Subject Matter Project (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 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 an 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;

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

TERMS AND CONDITIONS:

I. PROGRAM OPERATIONS

Recipient is either implementing a *CSMP site*, or managing a *CSMP Statewide Office* as indicated in Block 1 of the Award Signature Page (for Non-UC recipients) or under Project Type on the Intramural Funds Award (IFA) 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 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 University of California Office of the President (UCOP) CSMP Executive Director. Contact information is contained in Block 6 of the Award Signature page (for Non-UC recipients) or on Attachment 1 to the IFA Face Page (for UC recipients).

III. BUDGET AND EXPENDITURES

1. Prior approval required for any changes that significantly modify the approved Project Work Plan. Examples of significant modifications are:
 - a. a 25% increase or decrease of key personnel effort
 - b. a 20% increase or decrease in the number of teachers trained or served
 - c. a 25% increase or decrease in the number of professional development programs offered
 - d. elimination or reduction of instructional or curriculum materials.
2. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Article. In case of conflict, this Award takes precedence.
3. Funds may not be used for alcohol and entertainment.
4. Funds may not be used for equipment costing more than \$5,000, foreign travel, or subcontracts not listed in Recipient's approved proposal, unless prior approval has been secured from the Statewide Office Executive Directors for CSMP Sites or from the UCOP CSMP Executive Director for the Statewide Offices.
5. 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
 - d. Should Recipient issue subawards, the maximum indirect costs for non-UC subrecipients is 5%, and for UC subrecipients is 0%.
6. 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 Carryforward Request Form (Exhibit C). 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 Block 6 of the Award Signature page (for Non-UC recipients) or on Attachment 1 to the IFA Face Page (for UC recipients). Each request must include:
 - a. the amount left unexpended;
 - b. an explanation as to why funds were unexpended; and
 - c. an explanation of how the funds would be spent in the new budget period.
7. 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.
8. Cost Share/Matching: 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:

It is mutually agreed upon by the parties that this Award (and/or subsequent amendments) may have been written before ascertaining the availability of 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 appropriated 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 appropriated, 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 Block 6 of the Award Signature Page.

3. For UC Recipients:

Funding will be provided from UC general funds and the specific fund number will be identified in the Intramural Funds Award Face Page. Campus may request payment of the full award amount upon execution of this Award by UCOP and Campus submission of the Transfer of Funds Form attached as Exhibit D-UFIN1520.

The TOF must reference the Award Number. A TOF lacking this information cannot be processed. Please e-mail Recipient's original TOF to the contact for Payment and Other Matters at the address set forth in Attachment 1 to the IFA Face Page.

4. Recipient acceptance of Award terms and conditions is signified by submission of invoice or Transfer of Funds Form (UFIN 1520), as applicable.

V. FINANCIAL REPORTS

1. A financial report must be submitted within 90 days of the anniversary date using the attached Financial Reporting Form (Exhibit B). The report consists of:
 - a. actual annual expenditures made under this Award during each full fiscal year of performance, and
 - b. the unexpended balance from Professional Development Fees.

Should there be an unexpended balance of Award funds, a carry-forward or no cost time extension may be requested, using the Carryforward Request Form (Exhibit C). Absent the submission and approval of the Carryforward Request, any un-obligated or unexpended funds left under this Award must be returned with the annual financial report.

2. Additional financial reports and line item budgets may periodically be requested by the Statewide Office Executive Director, or by 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.

VI. FINANCIAL RECORDS / AUDITS

1. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred for a period of three (3) 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, 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 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, via the general funds appropriation to the University of California, and **do not** contain any federal sources.

VIII. APPLICATIONS FOR CONTINUED FUNDING

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. Continued funding is contingent upon acceptance of such reports and availability of funds. 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 Recipient's 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) Every Student Succeeds Act (ESSA, formerly No Child Left Behind (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) ESSA 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 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.
 - 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. Continued funding is contingent upon acceptance of such reports and availability of funds. 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:

1. Progress Report:
 - a. Changes or modifications in the implementation of Recipient’s 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) ESSA 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) ESSA 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 Recipient will support Recipient’s sites to address i) CSMP goals, ii) ESSA goals, iii) Common Core State Standards, iv) CTE, v) implementation of their inquiry studies, and vi) other project-specific programs; include how Recipient’s previous year’s work, and changes (if any), informed the development of these activities.
 - b. Describe the specific SO activities Recipient will implement (if any), including programs and services that meet CSMP goals, ESSA 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 Statewide CSMP Director.

IX. CSMP INFORMATION SYSTEM

Recipient agrees to create and maintain specified institute and participant records using the CSMP Information System (CIS) at <http://csmf.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 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. PROFESSIONAL DEVELOPMENT FEES

Funds collected from workshops and other professional development activities conducted under the Project Work Plan of this award must be used exclusively in furtherance of the CSMP project and may not be used for general administrative purposes such as costs ordinarily covered by indirect costs. In addition, these funds may be used after expiration of this award so long as the purpose remains the same and such information is conveyed in the annual financial reports.

Should the project be terminated or transferred to another location, any balance in the funds described above shall be remitted to the Statewide Office or to an alternate site as directed by the Statewide Office Executive Director (or the UCOP CSMP Executive Director, in the case of Statewide Offices), in order to further advance the program objectives.

The balance left unexpended in the funds described above at the end of each project year must be included in the annual financial reports.

Exceptions to this section may only be approved by the UCOP CSMP Executive Director.

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 Block 6 of the Award Signature Page (for Non-UC recipients) and on Attachment 1 to the IFA Face Page (for UC recipients), 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 Directors for CSMP Sites and the UCOP CSMP Executive Director for the Statewide Offices 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

Non-UC 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 dollars (\$1,000,000) per occurrence if using automobiles in conducting the work under this Agreement. (Required only if Recipient drives on UC premises or transports employees, officers, invitees or agents of The Regents relating to performance under this Agreement.)
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 Award.

The coverages required under this Article shall not in any way limit Recipient's liability. The coverages 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. 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

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 Award, 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 Recipient's 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 Award, 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.

XV. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient shall abide by the requirements set forth in Executive Orders 11246 and 11375. Where applicable, Recipient shall 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, 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, 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 shall provide The Regents on request a breakdown of its labor force by groups as specified by the Regents, and will discuss with The Regents its policies and practices relating to its affirmative action programs. Recipient shall 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.

XVI. SUBRECIPIENTS

Recipient shall require its sub-recipients to comply with the terms and conditions contained herein. Recipients shall not subcontract or assign any part of the Project Work Plan without express written approval of Statewide Office Executive Directors for CSMP Sites and the UCOP CSMP Executive Director for the Statewide Offices. Subcontractors named in Recipient's approved proposal shall be considered approved for the purposes of this clause. All subawards must flow down the provisions contained in these CSMP Recitals & Terms and Condition.

XVII. INDEPENDENT CONTRACTOR

Non-UC Recipient and its employees, consultants, agents, or independent contractors shall perform all services under this Award as independent contractors. Nothing in this Award shall 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 shall 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 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. 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. 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 Award Signature Page /IFA 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 this project. 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.