COOPERATIVE AGREEMENT

between the

U. S. DEPARTMENT OF EDUCATION

and

UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE

February 2021

ARTICLE I
PURPOSE OF THE COOPERATIVE AGREEMENT

The purpose of this Cooperative Agreement is to establish a National Technical Assistance Center on Transition for Students and Youth with Disabilities, pursuant to the Absolute Priority in the Notice Inviting Applications (NIA) published in the Federal Register on June 29, 2020 (85 FR 38872) and the Grant Award Notification (GAN) (H326E200003) dated September 29, 2020, designating the University Of North Carolina, Charlotte (hereinafter, "recipient"). The project is referred to as the National Technical Assistance Center on Transition: The Collaborative (NTACT: C).

The NTACT: C will assist States, based on their unique needs, to improve outcomes for students and youth with disabilities. To achieve this purpose, the Center will customize its technical assistance (TA) to meet each State's specific, identified needs. The NTACT: C will work with appropriate levels of the education and Vocational Rehabilitation (VR) system (e.g., State Educational Agencies (SEAs), Local Educational Agencies (LEAs), State VR agencies, VR service providers, Career and Technical Education (CTE) and vocational education, charter schools, private industry, employers, United States Department of Health and Human Services personnel, United States Department of Labor personnel, dropout prevention specialists, transition-related professionals, postsecondary education professionals, regional TA providers, parents and families) to ensure that there is communication between each level of the special education and VR system and that there are systems in place to support the use of effective transition practices from school to college and careers.

The project activities will be accomplished through the implementation of a Cooperative Agreement between the U.S. Department of Education (hereinafter "Department") and the University as set forth in the published priority, the recipient's grant application, and any subsequent additions to the scope of work detailed herein. This Cooperative Agreement allows the Department to have substantial involvement[1] with the recipient in determining the nature and scope of the project.

This Cooperative Agreement delineates the need for the project, scope of work, project activities, and expected outcomes by the University. This Cooperative Agreement also provides defined responsibilities of all involved parties, which allows the Department to have substantial involvement with the University in project management and oversight. Substantial involvement by the Department may include, but is not limited to, determining the nature and scope of the project, the project performance plan and measures, changes in key personnel, major budget revisions, and major project activities, consistent with 31 U.S.C. §§ 6302–6305 and 2 C.F.R. § 200.1.

[1] Substantial Involvement - A level of Federal interaction with a recipient of a grant during the project period of a project, which is characterized by continuing and regular Federal participation in the project, unusually close Federal collaboration with the recipient, and/or possible Federal intervention or direct Federal operational involvement in the review and approval of the successive stages of project activities (GPA1-106).

ARTICLE II
STATUTORY AUTHORITY

The statutory authorities for the program are 20 U.S.C. §§ 1463 and 1481 and 29 U.S.C. §§ 709(c) and 773(b). Under the Rehabilitation Act of 1973 (Rehabilitation Act), as amended by the Workforce Innovation and Opportunity Act (WIOA), the Rehabilitation Services Administration (RSA) is authorized to (1) make grants to States and public or nonprofit agencies and organizations (including institutions of higher education (IHEs)) to pay part of the cost of projects to provide State vocational rehabilitation (VR) agency personnel with training and TA designed to assist in increasing the numbers of, and upgrading the skills of, qualified personnel (especially rehabilitation counselors), who are trained in providing vocational, medical, social, and psychological rehabilitation services to individuals with disabilities, or trained to assist individuals with communication and related disorders and to provide other services authorized under the Rehabilitation Act, and (2) provide grants to, or enter into contracts with, eligible entities to pay all or part of the cost of programs that expand and improve the provision of rehabilitation and other services authorized under this Act or that further the purposes of the Act, including related research and evaluation activities. The Individuals with Disabilities Education Act (IDEA) mandates transition planning and services for students with disabilities (SWD), and the Rehabilitation Act, as amended by the Workforce Innovation and Opportunities Act (WIOA, 2014), expands the population of SWD that VR may serve and requires VR agencies to provide or arrange for the provision of pre-employment transition services (Pre-ETS) in collaboration with their education partners.

ARTICLE III
TERM

The term or the period covered by this Cooperative Agreement shall be the period as indicated in Box 6, Award Periods, on the GAN. The term will end 120 days after the end date of the project performance period and final budget period, consistent with 2 C.F.R. § 200.329(c)(1), or 120 days after the end date of an approved no-cost extension period, as authorized by the Education Department General Administrative Regulations (EDGAR) at 34 C.F.R § 75.261(a), if applicable. The end date of the final budget period of the award is September 30, 2025, as indicated in Box 6, Award Periods, on the GAN.

The University and the Department mutually agree that if the end date of the project performance period and final budget period is extended, the term covered by this Cooperative Agreement will be automatically extended accordingly and no amendment to Article III (Term) of the Cooperative Agreement will be needed.

ARTICLE IV
NEED FOR THE PROJECT, SCOPE OF WORK, AND PROJECT ACTIVITIES

A. NEED FOR PROJECT

The need for the project is described in the NIA and the Application for Grants (H326E200003). To address the need for the project, the NTACT: C must assist SEAs, LEAs, State VR agencies, and other VR and special education and related service providers to implement effective practices and strategies that ensure that students and youth with disabilities, including those with significant disabilities, graduate from high school with the knowledge, skills, and supports needed for postsecondary education, training, and employment. In addition to in-person services, the Center must offer remote service methodologies.

There will be a high degree of interaction between the recipient and the Department during the project performance period with the substantial involvement of Federal staff in project activities to include, at minimum, frequent communication, and review of products.

B. SCOPE OF WORK:

The overall scope of work and project requirements are described in:

- The Notice Inviting Applications published in the Federal Register on June 29, 2020 **(**85 FR 38872);
- The grant application from the *University of North Carolina, Charlotte*, and incorporated herein by reference; and
- the written responses submitted to the Department following the post-award call.

During any budget period, the Department and the recipient shall negotiate and reach agreement on the work to be continued, modified, or terminated during the next budget period, in keeping with the objectives of the project. These changes will be reflected as an addendum to this agreement. Any change(s) will also be included in the terms of the continuation award, if one is made, under the standards in EDGAR, 34 C.F.R. § 75.253 and set forth as amendment(s) to this agreement. Thus, the Agreement can be renegotiated at the start of each budget period or carried forward with the consent of the co-Project Officers.

The University must ensure it has the capacity and resources to carry out the scope of work and implement the grant project identified in the approved application.

The NTACT: C has five budget periods, as specified in Box 6, Award Periods, on the GAN. During any budget period, the University may negotiate and reach an agreement with the Department on the work to be continued, modified, or terminated during the next budget period, in keeping with the goals and objectives of the project. Any change(s) will be included in the terms of the continuation award, if one is made, under the standards

described in 34 C.F.R. § 75.253 and set forth as amendment(s) to this Cooperative Agreement. Thus, the Cooperative Agreement can be renegotiated prior to the start of each budget period, modified during a budget period, or carried forward with the consent of the project officers.

Any request for changes to the approved project application or performance management plan must be made in writing 45 days prior to the beginning of the next budget period.

C. PROJECT ACTIVITIES AND OUTCOMES:

The NTACT: C project activities will be accomplished through the implementation of this Cooperative Agreement between the Department and the University, as set forth in the NIA and the Application for Grants (H326E200003), subsequent approved Annual Project Performance and Management Plans, and any additions to the scope of work detailed herein.

1. Provide Training and Intensive, Targeted and Universal TA

Training

Develop products, create training modules, and hold meetings to encourage collaborative activities between SEAs, LEAs, VR agencies and service (e.g., transition services, Pre-ETS and VR services) providers, other relevant agency partners, community providers, student/youth and family stakeholders;
Identify or develop the knowledge base on supporting students to stay in school, receive effective transition and VR services, and be prepared for postsecondary education, competitive integrated employment, and community integration.

Technical Assistance

Provide TA that is of high quality and sufficient intensity and duration to achieve the intended outcomes of the proposed project.

The recipient will use the results of the joint TA Center needs assessment, information collected through TA request form, past and recent RSA/State Monitoring and Program Improvement Division (SMPID) and Office of Special Education Programs (OSEP)/ Monitoring and State Improvement Planning (MSIP) Division monitoring reports, historical issues, and readiness assessments to inform the type and nature of TA needed, and to coordinate with other OSEP and RSA TA centers, as appropriate.

Specifically, the recipient will include annual IDEA and VR required data from States to inform intensive, targeted, and universal TA. For IDEA data, those would include Part B State Performance Plan/Annual Performance Report (SPP/APR) Indicators 1, 2, 13, 14 and, if applicable, 17, for those States that use graduation or post-school outcomes to measure their State-identified Measurable Result under Indicator 17. Similarly, for VR, the recipient will use RSA-911 quarterly data for Pre-ETS, the Pre-ETS data tool that

includes national data across PYs 2017, 2018, and 2019 to examine trends, services provided, and identify gaps and agency needs, and the RSA-17. The recipient will also use State Plans, RSA monitoring reports, corrective action plans, comprehensive statewide needs assessments (CSNAs), and fiscal forecasting methodologies to address needs identified in the findings.

The recipient must coordinate with the Differentiated Monitoring and Supports work staff and the RSA State liaisons and monitoring teams, as well as OSEP's Center for IDEA Fiscal Reporting (CIFR) as needed. For TA to State VR agencies, the NTACT: C will clearly document requests for TA services (including referrals by RSA) that may fit within the scopes of both this center and the RSA-funded Vocational Rehabilitation Technical Assistance Center for Quality Management (VRTAC-QM). For example, a VR agency and LEA may have already developed a formal interagency agreement with the SEA, and the LEAs in that State may not have a need for TA; however, the VR agency may request TA to develop or revise Pre-ETS policies and service contracts, assure statewide provision of services, or procedures and written internal controls to manage the funds reserved for the provision of Pre-ETS. The TA may fall within the purview and scope of work of the NTACT: C and VRTAC-QM. In addition, a VR agency, SEA or LEA may request TA related to career pathways that would require coordination of TA from the Vocational Rehabilitation Technical Assistance Center--Quality Employment (VRTAC-QE). TA centers will need to work together to provide the necessary TA, and the Cooperative Agreements for each of the TA centers will include a protocol to determine how TA will be coordinated and identify the nature and scope of each center, so that distinctions may be clearly delineated.

NTACT: C will pilot its TA request, plan, and readiness assessment process for targeted and intensive TA levels through the spring of 2021 with State agencies. Feedback from State agencies and TA providers will be reviewed by NTACT: C management, the evaluation team, and the OSEP and RSA co-project officers before a final process is determined. The process will include the collection of baseline data relevant to the anticipated outcome of the TA. States receiving systems intensive TA may benefit from a cohort model.

Intensive TA (ITA)

Provide and complete intensive TA[2] to the identified personnel of a minimum of seven State VR agencies during the five years of the project performance period. For intensive, sustained TA, identify the intended recipients of the products and services under this approach; and measure the readiness of potential TA recipients to work with the project, assessing, at a minimum, their current infrastructure, available resources, and ability to obtain commitment at the local level;

[2] "Intensive, sustained TA" means TA services often provided onsite and requiring a stable, ongoing relationship between the TA center staff and the TA recipient. "TA services" are defined as negotiated series of activities designed to reach a valued outcome. This category of TA should result in changes to policy, program, practice, or operations that support increased recipient capacity or improved outcomes at one or more systems levels.

The NTACT: C will submit all ITA agreements to the Office of Special Education and Rehabilitative Services (OSERS) during the project. Each agreement must capture baseline and target data. Short-term, intermediate, and long-term student/youth level performance and systems level data will be used to measure:

a. the long-term impact of intensive TA provided by the NTACT: C on the provision of services, including special education and related services, Pre-ETS, transition services and other VR services; and
b. graduation rates, postsecondary education, and competitive integrated employment outcomes, as applicable.

Intensive sustained TA is defined in footnote 10 of the NIA for the NTACT: C grant (and footnote 2 of the Cooperative Agreement) as follows: "'Intensive, sustained TA' means TA services often provided on-site and requiring a stable, ongoing relationship between the TA center staff and the TA recipient. 'TA services' are defined as a negotiated series of activities designed to reach a valued outcome. This category of TA should result in changes to policy, program, practice, or operations that support increased recipient capacity or improved outcomes at one or more systems levels." The NIA does not require that "intensive TA" be limited to States in which the SEA, LEA, and VR agency request TA. Therefore, a single entity – SEA, LEA, or VR agency — may need and request intensive TA or be recommended for intensive TA by the OSEP/MSIP or RSA/SMPID monitoring teams. Hence, if only one entity requests TA, it does not mean that the TA defaults to "targeted TA."

The NTACT: C will consult with and obtain approval from OSERS' co-project officers regarding the screening procedures and final decisions on the final selection of States for Intensive TA. When identifying States for ITA services, consider heavily whether the State has engaged in TA services with OSEP or RSA TA centers historically.

Identify States not in receipt of TA from NTACT: C in the past, by sharing a list of States that did not receive targeted or intensive TA from the prior National Technical Assistance Center on Improving Transition to Postsecondary Education and Employment for Students with Disabilities (prior-NTACT) or WINTAC Pre-ETS team; as well as keeping a list of the States that did not participate in NTACT: C targeted TA events, to date. Individual staff will reach out to States directly across the summer and into fall 2021 to invite States to specific activities and share about NTACT: C TA offerings.

Targeted TA (TTA)

For TTA[3], the NTACT: C must identify the intended recipients of the products and services under this approach and measure the intended outcome and outputs for targeted specialized TA.

[3] "Targeted, specialized TA" means TA services based on needs common to multiple recipients and not extensively individualized. A relationship is established between the TA recipient and one or more TA center staff. This category of TA includes one-time, labor-intensive events, such as facilitating strategic planning or hosting regional or national conferences. It can also include episodic, less labor-intensive events that extend over a period, such as facilitating a

Universal TA (UTA)

The NTACT: C must implement UTA and identify the intended recipients of the products and services under this approach. All States may engage in UTA and TTA. Lessons and models from ITA States will be shared with other states through the TTA and UTA. We recommend that states which previously received ITA from NTACT (funded 2015 - 2020) be eligible to receive scale-up ITA, TTA, and UTA (and any other type of TA) – but not systems ITA. (unless some extenuating circumstances and a strong request from OSERS exist).

Intentional outreach will be conducted (when recruiting States to apply for systems and scale-up ITA) to States that have never participated in TA (ITA or TTA) from prior NTACT (funded 2015 - 2020) or WINTAC Pre-ETS (funded 2016 - 2020). Staff at the University, University of Oregon, and George Washington University (GWU) have data regarding which States have engaged in different levels of TA from these previously funded centers. UTA from previous centers or never received TTA or ITA in the past. NTACT: C will also obtain data from these State's' agencies to identify possible reasons for previous lack of engagement.

2. Outcomes to Achieve

The NTACT: C must achieve, at a minimum, the following outcomes:

(a) Improved development and implementation of, and compliance with, interagency agreements between SEAs, LEAs, and State VR agencies. These interagency agreements address data sharing, fiscal and programmatic roles, and responsibilities related to the provision of Pre-ETS, transition services, and other VR services;
(b) Increased SEA and State VR agency capacity to provide TA and professional development to LEAs and VR service providers to implement Pre-ETS that lead to post-secondary education, training, and employment;
(c) Improved SEA, LEA, and State VR agency capacity to implement with fidelity evidence-based transition services;
(d) Improved SEA, LEA, and State VR agency capacity to implement career pathways including work-based learning experiences, internships, and pre-apprenticeship and apprenticeship activities for students and youth with disabilities, including those with the most significant disabilities and those living in rural areas;
(e) Increased SEA, LEA, and State VR agency capacity and collaboration to improve students with disabilities' access to, and participation in CTE that leads to occupations that require licenses or certification;

series of conference calls on single or multiple topics that are designed around the needs of the recipients. Facilitating communities of practice can also be considered targeted, specialized TA.

(f) Increased use of data sharing agreements among SEAs, LEAs, State VR agencies, and other VR service providers to inform and improve the provision of services for SWD;
(g) Increased capacity of SEAs, LEAs, and State VR agencies to collect and evaluate data on the effectiveness of services for students and youth with disabilities;
(h) Increased capacity of States to design and implement a State-designed alternative diploma where appropriate;
(i) Increased implementation of effective dropout prevention models and practices to increase school completion and graduation;
(j) Increased implementation of transition services and Pre-ETS within a multi-tiered systems of support (MTSS) framework (i.e., how schools can implement the predictors and practices for post-school outcomes in an MTSS framework);
(k) Increased implementation of transition services and Pre-ETS for high-risk SWD (e.g., students with the most significant disabilities, students in foster care, military-connected students and youth, youth involved with the juvenile justice system, and youth who are homeless or using or abusing controlled substances);
(l) Improved referral and application processes that facilitate student choice and parental involvement and consent for the provision of services, and application to the VR program; and

(m) Increased implementation of effective VR service delivery models and practices to increase the preparation for competitive integrated employment outcomes of students and youth with disabilities.

ARTICLE V
PROJECT MANAGEMENT PLAN

This section describes the required activities of the recipient and the Department under this Cooperative Agreement.

Responsibilities of the Recipient

Communication

The recipient shall maintain regular communication for the purposes of project planning and management, and ongoing problem solving. This communication will include quarterly reports, monthly teleconferences, email communication, and additional reports to OSERS, as requested.

Key Personnel

The persons named below are considered key personnel whose work is essential to the performance of the work of the project. The recipient shall notify the Department before:

1) removing any individual listed below from the project;

2) changing the level of participation of any personnel listed; or
3) allowing the project to continue without any of these staff for three months or longer.

The recipient shall provide names and qualifications of the persons proposed for substitution. Changes in key personnel may be made only with written authorization of the Project Officers (2 C.F.R. § 200.308).

Name	Title	Percent of Time
Catherine Fowler, Ph.D.	**Principal Investigator/ UNC Charlotte**	**70 percent**
Deanne Unruh, Ph.D.	**Co-Principal Investigator/ University of Oregon**	**50 percent**
Mary Morningstar, Ph.D.	**Co-Principal Investigator/ Portland State University**	**25 percent**

Responsibilities of the U.S. Department of Education

The co-Project Officers representing Office of Special Education Programs (OSEP) and the Rehabilitative Services Administration (RSA) are responsible for the technical aspects of the project and are the technical liaisons with the recipient. The co-Project Officers will ensure project consistency with Department goals and objectives. The co-Project Officers are the only parties authorized to make commitments or changes that affect the Cooperative Agreement terms or conditions. Any recipient requests for changes shall be submitted in writing directly to the co-Project Officers.

The following are authorized activities that the co-Project Officers may be involved in to exercise their responsibilities on behalf of the Department:

- Provide leadership in defining issues to be addressed by the project.
- Participate in scheduled meetings with the Project Director, and other project staff as appropriate, to review and define goals, objectives, and implementation of activities under this Cooperative Agreement.
- Participate in the review and approval of modifications to the design of activities proposed under this Cooperative Agreement.
- Maintain substantial involvement, as defined in this document, in the project and review and recommend approval of any payments, through the quarterly review of financial status and monthly meetings on completed and anticipated tasks.
- Review and approve the selection of key project personnel.
- Review and approve substantive provisions of proposed subcontracts or, if authorized, subgrants by the prime grantee.
- Review and approve procedures, outcomes and reports that are necessary to ensure the efficient and effective conduct of this project that may include reviewing and approving one stage of work before going to the next.

- Review and redirect activities under this Cooperative Agreement that deviate from the activities proposed in the application.
- Stop or redirect proposed activities if the methodology proposed appears vague or requires further justification or the projected outcomes are inconsistent with the intended project outcomes.
- Ensure project consistency and alignment with OSEP, RSA, and OSERS program performance measures, including quarterly submission of Evidence Based charts for OSEP (1.4.A-education focused activities) and RSA (2.2.A-VR focused activities)
- Participate in any internal or grantee led workgroups relating to this project, as appropriate.
- Participate in reviewing drafts and evaluating products that are developed as part of project activities.
- Identify OSEP projects or other organizations with which the project must coordinate and foster linkages and cooperative relationships to support or augment the activities and outcomes of the project.
- Ensure access by NTACT: C staff to RSA 911 and IDEA Part B SPP/APR Indicator data to inform project and program performance.

Joint Work Group

The purpose of this work group is to discuss programmatic questions received by the recipient from VR and special education programs. The work group will meet bi-weekly via teleconference and include the recipient, contractor (GWU), and OSERS staff. The recipient will submit questions the Wednesday prior to the teleconference, so that OSEP and RSA staff may discuss the questions with internal staff before a verbal response is provided to the recipient. There may be some weeks where OSEP or RSA are unable to respond to questions submitted if internal discussions are on-going.

For RSA-specific questions, or questions that require joint responses from OSEP and RSA, the workgroup will use the provided template for submitting, tracking, and responding to questions submitted through the RSA questions mailbox or to MSIP staff of OSEP. The template may be refined over time to include broad overarching topical areas under which questions could be categorized. This will assist RSA with determining whether additional staff or TA centers should be included in question discussions.
The workgroup agreed that it may be beneficial to use part of the meeting time to brief one another on challenges and barriers experienced by VR and special education programs. Questions received may be programmatic and fiscal in nature and require the inclusion of OSEP or RSA fiscal staff to discuss third-party cooperative arrangements, interagency transfers, and establishment projects. It was agreed that the questions template should include a fiscal topical area. This would also flag the need to possibly include the VRTAC-QM.

In addition to verbal responses provided during the calls, RSA will follow-up with written responses to the recipient to be used for the TA center's internal use and development of grantee projects. RSA is required to include a written disclaimer on its

written responses to questions submitted by the recipient. The written disclaimer, shall read as follows:

> NOT FOR GENERAL DISSEMINATION OR PUBLICATION
>
> The information in this document does not change, modify, or replace any statutory, regulatory, or Rehabilitation Services Administration policy guidance or interpretation. The technical assistance center may use this information to provide general technical assistance and develop general technical assistance materials, provided it is clear State-specific circumstances must also be considered. This general, informal response does not take into consideration unique and specific circumstances, such as specific State laws, policies, and conditions that would affect the applicability of the information to a particular State VR agency or a particular situation. State VR agencies with additional questions should request specific technical assistance and provide information sufficient for RSA and the technical assistance center to develop appropriate technical assistance responses that would apply in the context of the specific facts presented.

Additional Information:

1) Program and financial grants management calls will be held monthly .
2) Update and maintain a table developed in response to GAO audit 18-502 entitled, "STUDENTS WITH DISABILITIES - Additional Information from Education Could Help States Provide Pre-Employment Transition Services" and coordinate with RSA until GAO confirms this finding has been adequately addressed.

ARTICLE VI
FINANCIAL MANAGEMENT

Tracking and Reporting OSEP and RSA Funds

The recipient will track and report funds in a master spreadsheet containing separate tabs to track OSEP funds, RSA funds, subgrants, and contracts. The recipient will track and report OSEP funds separately from RSA funds.

Large Available Balances (LAB)

To mitigate risk associated with a large available balance for grant H326E200003, the recipient must submit to the Department, not less than 45 days before the end of each budget period, revised OSEP and RSA budgets, budget narratives, and any other supporting documentation submitted in the annual performance report that necessitates an update. The recipient must accurately reflect the intended use of all funds not obligated during the current budget period and account for how funds will be spent in the succeeding budget period.

Use of OSEP and RSA Funds

To ensure allowable use of OSEP and RSA funds for grant H326E200003, the recipient must conduct monthly phone calls with the OSEP and RSA project officers. The recipient must submit, on a quarterly basis to the OSEP and RSA project officers, the OSEP and RSA expenditure forms and a narrative describing any deviation from planned activities and expenditures. If the recipient is not on target, a detailed budget plan for the remainder of the current budget period should be included. The fourth quarter report should include an estimate of funds the recipient does not anticipate will be obligated by the end of the current budget period. A quarterly report would not be required during the second quarter, due to the submission of the Annual Performance Report to G5 during this period.

Carryover of funds

Projected carryover of funds greater than 30 percent of the annual award 90 days before the end of a budget period may result in a reduction of continuation funds for the subsequent budget period.

Cost

The cost for the work to be performed under this agreement is indicated in blocks 6 and 7 of the GAN.

Approved Budget

The work of the project during this budget period will be performed within the approved budget. The written authorization of the Project Officers is required for certain budget revisions described in 2 C.F.R. § 200.308.

Program Income

The disposition of program income produced under this award, if any, is to be handled in accordance with 2 C.F.R. § 200.308.

Indirect Costs

Under 34 C.F.R. § 373.22(a), indirect cost reimbursement for grants under the Rehabilitation National Activities program is limited to the recipient's actual indirect costs, as determined by its negotiated indirect cost rate agreement, or 10 percent of the total direct cost base, whichever amount is less. This requirement only applies to the Rehabilitation Act funds.

The recipient may apply their negotiated indirect cost rate for the IDEA funds. The recipient's approved indirect cost rate is 35 percent. This requirement only applies to IDEA funds. The period of performance for the indirect cost rate agreement is July 1,

2017-June 30, 2021. The cognizant Federal agency is the United States Department Education.

Audit Requirements

Single or program-specific audits are required for entities expending Federal assistance equal to or exceeding $750,000 during the entity's fiscal year (see 2 C.F.R. § 200.501). Audit reports must be submitted to the Federal Audit Clearinghouse (https://facweb.census.gov/).

Subgrantees

Under 34 C.F.R. § 373.23(b), the recipient may not make a subgrant under the Rehabilitation National Activities Program. However, the recipient may contract for supplies, equipment, and other services, in accordance with 2 C.F.R. part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)) as adopted at 2 C.F.R. part 3474. Therefore, the recipient may not use Rehabilitation Act funds to award subgrants.

Under 34 C.F.R. § 75.708(b) and (c), UNC-Charlotte may award subgrants using IDEA funds to directly carry out project activities described in its application and authorized under the IDEA to the following types of entities: IHEs and private nonprofit organizations suitable to carry out the activities proposed in the application and authorized under the IDEA. UNC-Charlotte may award subgrants using IDEA funds to entities it has identified in an approved application.

The recipient will require contractors and subgrantees to submit invoices monthly to mitigate risk associated with a large available balance. The recipient will also ensure appropriate use of funds to support attendance at state and national conferences. Subgrants and contracts will contain language regarding approval of travel to ensure that representatives are attending on behalf of the NTACT: C. If representatives are attending a conference for multiple purposes for multiple entities (e.g., other grants, university responsibilities) costs should be allocated to the appropriate funding source to avoid overlap and to avoid one grant absorbing all costs.

The period of performance for contracts is one year (October 1-September 30). The recipient will provide draft contracts to OSERS for review on an annual basis. (Refer to Appendix X for more information about contracts and subgrants).

ARTICLE VII
REPORTS AND PRODUCTS

Reporting Requirements

The recipient shall submit required reports in the quantities and on the due dates shown in the table below. Guidance on reporting program performance can be found in 2 C.F.R. § 200.329(c)(2).

Required Reports	**Quantity**	**Due Dates**
Annual Continuation (Performance) Report	Submitted electronically to the Department using e-Report	**April 30** (October 1-March 31)
Quarterly Program and Financial Reports	Electronically to Project Officers	**January 30**-1st quarter (October 1-December 31) **July 30**- 3rd quarter (April 1-June 30) **October 30**-4th quarter (July 1-September 30)
Final Report	Submitted electronically to the Department	120 days after project performance end date

All reports and products must reflect the assigned U.S. Department of Education Grant Number (Block # 5 of the Grant Award Notification and page one of this document) and, except for performance and final reports, the EDGAR disclaimer at 34 C.F.R. § 75.620.

Final Performance Reports

The recipient bears responsibility for informing the Department of the progress of the project and for submitting the reports specified in the award attachments. In general, Performance and Final reports shall summarize the goals, objectives, and activities of the project, report progress on project and program performance measures, describe barriers and challenges if objectives have not been met, report expenditures, describe the planned activities for the upcoming year, and report other data as required under this Cooperative Agreement and by EDGAR and the Uniform Guidance.

Products

The recipient must consult with the co-Project Officers before embarking on product development. The recipient must develop guides or relevant material to accompany all products developed by the project. For example, material may include instructions on

how to implement and use the product and include information about who should use it, how often, etc., as applicable. Prior to submission to OSERS, the recipient must conduct a professional edit of all products, including webinars, and ensure accuracy of all citations, statutes, and regulations.

Products must be reviewed and approved by the co-Project Officers prior to publication or dissemination.

The recipient must provide to the co-Project Officers and to OSEP's Technical Assistance Coordination Center (TACC) and RSA a proposal describing the content and purposes of project products prior to developing a full draft. Additional products may be added during the grant performance period as determined in consultation with the co-Project Officers.

All products must reflect the assigned U.S. Department of Education Grant Number H326E200003 and the EDGAR disclaimer at 34 C.F.R. § 75.620(b). The grantee must ensure that any publication that contains project materials also contains the following statement:

"The contents of this ____ were developed by The National Technical Assistance Center on Transition: the Collaborative (NTACT:C), funded by Cooperative Agreement Number H326E20003, with the U.S. Department of Education, Office of Special Education and Rehabilitative Services (OSERS). Opinions expressed herein do not necessarily reflect the position or policy of the U.S. Department of Education nor does mention of trade names, commercial products, or organizations imply endorsement by the U.S. Department of Education. NTACT: C OSEP Project Officer: Dr. Selete Avoke. RSA Project Officer: Tara Jordan"

All products produced by the non-Federal entity must ensure they are accessible to individuals with disabilities in accordance with Section 508 of the Rehabilitation Act of 1973, as amended and Title II of the Americans with Disabilities Act.

ARTICLE VIII
DISCLAIMER FOR PUBLICATIONS

Except for performance and financial reports, all reports, products, publications, and project materials must reflect the assigned U.S. Department of Education PR/Award Number (H326E200003) and the EDGAR disclaimer at 34 C.F.R. § 75.620(b) that reads:

> *"The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government."*

For RSA-funded products and publications, the University must submit all training materials developed for the project 90 days prior to the end of the five-year performance period via the National Clearinghouse for Rehabilitation Training Materials (NCRTM). The Web address is https://ncrtm.ed.gov. The University may register at the grantee portal: http://ncrtm.ed.gov/Account/Register.aspx. RSA recommends that the University upload products to the NCRTM as they become available.

As part of the submission process, the University must prepare a description of each material that includes the following information:

- Title of material
- Author(s) and contact information
- Intended audience
- A paragraph describing the purpose and goals of the material, what it is designed to do or address, and what people will know and be able to do as a result of using the material (as applicable)
- Type of material (i.e., curricula, toolkit, training module, outreach, articulation agreement, memorandum of understanding, other, etc.)
- Document file name
- Format of material (PowerPoint, MS Word document, Excel, Publisher, other, etc.).
- Software version (i.e., MS Office 2000) and file size of the document (100 KB, 2MB, etc.)
- Key words to assist in the search of the material

Please visit the following site for detailed instructions on submitting materials: http://ncrtm.ed.gov/SubmitMaterials.aspx.

All products produced by the non-Federal entity must ensure they are accessible to individuals with disabilities in accordance with Section 508 of the Rehabilitation Act of 1973, as amended and Title II of the Americans with Disabilities Act .

ARTICLE IX
FAILURE TO COMPLY

Failure to comply with the content of this Cooperative Agreement or to address the priority or objectives or to meet the project requirements may result in the Department imposing specific conditions on the award pursuant to 2 C.F.R. § 200.208 or taking other enforcement actions, including partly suspending or terminating the award, pursuant to 2 C.F.R. §§ 200.339 – 200.343.

ARTICLE X
CHANGES TO THE COOPERATIVE AGREEMENT

Either party, the Department or the recipient, may request changes to the Cooperative Agreement and obtain consent of the other party. The recipient shall submit any requests for changes to the Cooperative Agreement (e.g., scope of work, terms and conditions of award) to the project officers for review and approval, as required by EDGAR, the

Uniform Guidance, and the terms of this agreement. The Department project officers must submit any requests for changes to the Cooperative Agreement in writing to the authorized representative/certifying official of the University.

ARTICLE XI
OSERS CONTACT INFORMATION

OSEP and RSA, as the program offices responsible for administering the NTACT: C program on behalf of the Department, are the only parties authorized to make commitments or changes that affect the Cooperative Agreement terms and conditions. For this Cooperative Agreement, *Selete Avoke (OSEP) and Tara Jordan (RSA)* are the Department co-project officers. The project officers will ensure project consistency with the Department goals, objectives, and applicable policies. For this Cooperative Agreement, Selete Avoke serves as the OSEP program official and Mary Lovley, the Training and Service Program Division Director, serves as the RSA program official authorized to approve the Cooperative Agreement and any amendments as applicable for the U.S. Department of Education.

Selete Avoke can be reached at:
Phone: (202) 245-7260
Fax: (202) 245-7619
E-mail: selete.avoke@ed.gov

Tara Jordan can be reached at:
Phone: (202) 245-7341
Fax: (202) 245-7591
E-mail: tara.jordan@ed.gov

U.S. Post Office mailing address:
U. S. Department of Education
Office of Special Education Rehabilitative Services
550 12th Street, S.W.
Room 5058E
Washington, DC 20202-2641

Special delivery or courier address:
Office of Special Education Programs
550 12th Street, S.W.
Room 4158
Washington, DC 20202-2641

*FEDex or United Parcel Services, or others***:**
U. S. Department of Education
ATTN*: OSERS,* Mail Stop 2600
LBJ Basement Level 1
400 Maryland Avenue, SW

Washington, DC 20202

All items submitted to the Department must contain the assigned Department of Education Grant Number, found on page one of this document.

The University's Grants and Contracts Administration within the Office of Research and Economic Development is responsible for administering the NTACT:C Cooperative Agreement on behalf of the University and is authorized to make commitments or changes that affect the Cooperative Agreement terms and conditions. For this cooperative agreement, University of North Carolina at Charlotte serves as the Authorized Representative/Certifying Official for the University. Dr. Catherine Fowler serves as the Project Director.

If the Authorized Representative is unavailable, the University will assign a replacement Authorized Representative; the University must notify the Department project officers of the change in writing.

If the project director is unavailable, the University must obtain the Department project officers' advance approval for replacement.

RSA PROGRAM STAFF, CERTIFYING OFFICIALS, AND KEY PERSONNEL CONTACTS:

U.S. Department of Education:

OSEP:

Selete Avoke
Phone: (202)245-7260
E-mail: Selete.Avoke@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5002
Washington, DC 20202-2800

RSA:

Mary F. Lovley
Phone: (202) 245-7423
E-mail: Mary.Lovley@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5059
Washington, DC 20202-2800

Corinna Stiles
Phone: (202) 245-6162
E-mail: Corinna.H.Stiles@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5057
Washington, DC 20202-2800

Tara Jordan
Phone: (202) 245-7341
E-mail: Tara.Jordan@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5058E
Washington, DC 20202-2800

Kristen Rhinehart-Fernandez
Phone: (202) 245-6103
E-mail: Kristen.Rhinehart@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5094
Washington, DC 20202-2800

April Hammond
Phone: (202) 245-6712
E-mail: April.Hammond@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5071B
Washington, DC 20202-2800

Tonya Stellar
Phone: (202) 245-6638
E-mail: Tonya Stellar@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5098
Washington, DC 20202-2800

April Trice
Phone: (202) 245-6074
E-mail: April.Trice@ed.gov
Mailing Address:
U.S. Department of Education
400 Maryland Avenue, S.W., PCP 5064B

Washington, DC 20202-2800

University of North Carolina, Charlotte:

Catherine Fowler, PhD, Project Director
Phone: 704-687-8735
E-mail: chfowler@uncc.edu
Mailing Address:
University of North Carolina at Charlotte
9201 University City Blvd.
Charlotte, North Carolina 28223-0001

ARTICLE XII
FAILURE TO ADDRESS OBJECTIVES

Failure to comply with the content of this agreement may result in the Secretary imposing specific conditions on the award pursuant to 2 C.F.R. § 200.208 or taking other enforcement actions, including partly suspending or terminating the award, pursuant to 2 C.F.R. §§ 200.339 – 200.343.

ARTICLE XIII
EVALUATION PLAN ADHERENCE

The National Technical Assistance Center on Improving Transition to Postsecondary Education and Employment for Students: Collaborative (NTACT: C) at the University of North Carolina, Charlotte is required to:

- Adhere as much as possible to the original evaluation plan and to the timeline, keeping the Project Officers informed of the need and reasons for any changes.

ARTICLE XII

EVALUATION PLANNING ACTIVITIES WITH THE CENTER TO IMPROVE PROGRAM AND PROJECT PERFORMANCE (CIPP)

NTACT-C will work with CIPP to develop, implement, and report on the project's evaluation. As part of this work, CIPP will guide, coordinate, and advise evaluations conducted by this project.

NTACT-C is required to:

- Designate, with the approval of the Project Officers, a project liaison staff position with sufficient dedicated time, experience in evaluation, and knowledge of the project to work with CIPP on behalf of the project;

- Work with the Project Officers and CIPP staff to refine or clarify the purpose and objectives of the project, including further development of a logic model illustrating the expected connections between project activities and outcomes;
- Work with the Project Officers and CIPP staff to identify the performance measures to be addressed in the APRs and [OPTION 1:] delineate the data expected to be available for the project evaluation by the end of the second project year for use during the project's review for continued funding or [OPTION 2:] delineate the data expected to be available for the 3+2 evaluation;
- Work with the Project Officers and CIPP to develop and refine the evaluation plan that is consistent with the logic model and that specifies, at a minimum:

    - evaluation questions related to significant program processes and outcomes;
    - an evaluation design which permits both the collection of progress data (formative information), including fidelity of implementation, and the assessment of project outcomes;
    - qualitative or quantitative data sources, data collection methods, and instruments, and, if appropriate, a sampling strategy;
    - basic analytic strategies;
    - a process for retrieving and reporting data;
    - timelines, including a schedule for reporting data to the Project Officers, decision points, cost allocation across years, staff assignments, and products;

- Implement the evaluation plan and work with the Project Officers to maintain timelines;
- Communicate to the Project Officers any changes in the evaluation plan and timelines as well as the rationale for these changes. The Project Officers must approve any proposed changes to the plan and timelines before the changes are implemented.

(Signatures on next page)

SIGNATURES:

DocuSigned by:
Nikki C. Simmons
B952FCB141494F7...

UNC Charlotte **Date:** 12/02/2021 | 1:46 PM EST
Nikki C. Simmons, Assistant Director
Grants & Contracts Administration

SELETE AVOKE Digitally signed by SELETE AVOKE
Date: 2021.12.02 14:57:42 -05'00'

U.S. Department of Education **Date:**
Selete Avoke, Project Officer
Office of Special Education Programs

Corinna Stiles Digitally signed by Corinna Stiles
Date: 2021.12.03 10:47:55 -05'00'

U.S. Department of Education **Date:**
Mary F. Lovley, Director
Training and Service Programs Division
Rehabilitation Services Administration