

**MINUTES OF THE MEETING OF
THE INDIANA STATE ETHICS COMMISSION
November 16, 2023**

I. Call to Order

A regular meeting of the State Ethics Commission (“Commission”) was called to order at 10:00 a.m. Commission members present were Katherine Noel, Chair; Corinne Finnerty; John Krauss; and Sue Anne Gilroy (via telephone). Office of Inspector General (OIG) staff present included David Cook, Inspector General; Tiffany Mulligan, Chief of Staff and Chief Legal Counsel; Sean Gorman, State Ethics Director; Mark Mitchell, Director of Investigations; Doreen Clark, Staff Attorney; Mark Mader, Staff Attorney; Hope Blankenberger, Staff Attorney, Mike Lepper, Special Agent; Jason Fajt, Special Agent; Sam Stearley, Special Agent; and Nathan Baker, Legal Assistant.

Others present were Mattheus Mitchell, Compliance and Ethics Specialist, Indiana Department of Revenue; Tamera Glickman, Deputy General Counsel, Indiana Department of Administration; Kate Shelby, Ethics Officer, Indiana Department of Transportation; Michael Smith, Commissioner, Indiana Department of Transportation; Jeffrey Brooks, Deputy Commissioner of Operations, Indiana Department of Transportation; Taffanee Keys, Civil Rights Counsel, Indiana Department of Transportation; Anne Valentine, Chief of Staff, Office of Lieutenant Governor; Denny Spinner, Director, Office of Community and Rural Affairs; Amy Borland, former employee, Indiana Department of Natural Resources; David Bausman, Ethics Officer, Indiana Department of Natural Resources; Beth McCord, Director of the Division of Historic Preservation, Indiana Department of Natural Resources; Joe Basile, Assistant General Counsel, Indiana Department of Natural Resources; George Dremonas, General Counsel and Ethics Officer, Indiana Department of Financial Institutions; Major Nila Miller-Cronk, Ethics Officer, Indiana State Police; and, Matthew Gerber, Ethics Officer, Family and Social Services Administration.

II. Adoption of Amended Agenda and Approval of Minutes

Commissioner Krauss moved to adopt the amended agenda (adding INDOT Ethics Officer Kate Shelby as a presenter on the Brooks Post-Employment Waiver matter), Commissioner Finnerty seconded the motion, and the Commission passed the agenda via roll call vote (4-0).

Commissioner Krauss moved to approve the Minutes of the October 12, 2023, Commission Meeting, and Commissioner Finnerty seconded the motion, which passed via roll call vote (3-0). Commissioner Gilroy abstained from voting as she was not present at the October meeting.

III. Consideration of Waiver of Post-Employment Restrictions for Denny Spinner

Anne Valentine, Chief of Staff for the Office of Lieutenant Governor and Appointing Authority for the Office of Community and Rural Affairs, presented the proposed Waiver of Post-Employment Restrictions in this matter to the Commission for their approval.

Commissioner Krauss moved to approve the Waiver, and Commissioner Finnerty seconded the motion, which passed via roll call vote (4-0).

IV. Consideration of Waiver of Post-Employment Restrictions for Jeffrey Brooks

Michael J. Smith, Commissioner of the Indiana Department of Transportation, and Kate Shelby, Ethics Officer of the Indiana Department of Transportation, presented the proposed Waiver of Post-Employment Restrictions in this matter to the Commission for their approval.

Commissioner Krauss moved to approve the Waiver, and Commissioner Finnerty seconded the motion, which passed via roll call vote (4-0).

V. Request for Reconsideration of Formal Advisory Opinion 2023-FAO-009

Amy Borland, a former employee of the Indiana Department of Natural Resources, and Kate Shelby presented additional information in this matter for a reconsideration of the Commission's decision as issued in Formal Advisory Opinion 2023-FAO-009. Additionally, Kate Shelby, Ethics Officer of the Indiana Department of Transportation, David Bausman, Ethics Officer of the Indiana Department of Natural Resources, and Beth McCord, Director of the Division of Historic Preservation of the Indiana Department of Natural Resources, were present to offer information on behalf of their respective agencies.

Commissioner Finnerty moved to confirm the findings of the Commission's previous decision, and Commissioner Krauss seconded the motion, which passed via roll call vote (4-0).

VI. Request for Formal Advisory Opinion

2023-FAO-011

Sargeant Christopher Lambert, Training Officer

Major Nila Miller-Cronk, Ethics Officer

Indiana State Police

Major Nila Miller-Cronk is the Ethics Officer for the Indiana State Police (ISP). Maj. Miller-Cronk is requesting an advisory opinion on behalf of Lieutenant Christopher Lambert, a member of ISP's Training Division. Specifically, Maj. Miller-Cronk is requesting an opinion from the Commission to ensure that Lt. Lambert's proposed outside employment as a public safety salesperson for Shearwater Research, Inc. (Shearwater) is acceptable under the Code while he is employed at ISP.

Lt. Lambert is currently employed part-time at Shearwater as a consultant/trainer in public safety diving. ISP previously approved Lt. Lambert's off-duty outside employment with Shearwater. Shearwater has approached Lt. Lambert with an offer to assume additional duties as a public safety salesperson, in addition to his consultant/trainer role.

Lt. Lambert is a certified divemaster and past commander of ISP's dive team. In his current ISP Training Division role, he is no longer involved with ISP's dive team and is not involved in any procurement of equipment or supplies for ISP's dive team.

Shearwater is not a registered vendor for the State of Indiana; therefore, no direct sales to a state agency, including ISP can occur. ISP does not use Shearwater equipment or services. Lt. Lambert will not be marketing Shearwater products and services to ISP or any other state agency. Should a state agency choose to procure Shearwater products, these products are commercially available through other vendors who Lt. Lambert would not represent in his proposed additional duties at Shearwater as a public safety salesperson. Lt. Lambert maintains an understanding with Shearwater that he will not be involved in any marketing or sales to ISP on behalf of Shearwater.

Maj. Miller-Cronk's request for a formal advisory opinion invokes consideration of the provisions of the Code pertaining to Conflicts of Interests, Use of State Property, Ghost Employment and Benefitting from and Divulging Confidential Information. The application of each provision to Lt. Lambert's proposed outside activities as a salesperson for Shearwater is analyzed below.

A. Outside employment

An outside employment or professional activity opportunity creates a conflict of interests under IC 4-2-6-5.5 if it results in the employee: 1) receiving compensation of substantial value if the responsibilities of the employment are inherently incompatible with the responsibilities of public office or require the employee's recusal from matters so central or critical to the performance of his official duties that his ability to perform them would be materially impaired; 2) disclosing confidential information that was gained in the course of state employment; or 3) using or attempting to use his official position to secure unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals outside state government.

The Commission generally defers to an agency's ethics officer regarding outside employment opportunities since these individuals are in a better position to determine whether a conflict of interests might exist between an employee's state duties and an outside employment opportunity. ISP has previously approved Lt. Lambert's off-duty outside employment at Shearwater for his work as a consultant/trainer in public safety diving.

Shearwater is not a registered vendor for the State of Indiana, and therefore no direct sales to an executive branch agency can occur. Further, Lt. Lambert is not involved with ISP's dive team and is not involved in any procurement of equipment or supplies for ISP's dive team.

Lt. Lambert understands that he is prohibited from disclosing confidential information that he may have access to by virtue of his ISP role to Shearwater, its clients or anybody else. Nothing in the information presented suggests that Lt. Lambert would use or attempt to use his ISP position for any unwarranted privileges or exemptions.

B. Conflict of interests - decisions and votes

IC 4-2-6-9 (a)(1) prohibits Lt. Lambert from participating in any decision or vote, or matter relating to that decision or vote, if he has a financial interest in the outcome of the matter. Similarly, IC 4-2-6-9(a)(3) prohibits Lt. Lambert from participating in any decision or vote, or matter relating to that decision or vote, if he or a business organization such as Shearwater, who employs him, has a financial interest in the matter.

Per IC 4-2-6-1(a)(11), the term "financial interest" does not include an interest that is not greater than the interest of the general public or any state officer or any state employee.

IC 4-2-6-9(b) requires that an employee who identifies a potential conflict of interests notify his or her Ethics Officer and Appointing Authority in writing and seek an advisory opinion from the Commission or file a written disclosure statement.

Accordingly, Lt. Lambert would have a potential conflict of interests if he is in a position to participate in decisions or votes, or matters related to such decisions or votes, in which he or Shearwater would have a financial interest in the outcome.

In his role at ISP's Training Division, Lt. Lambert is not in a position to be involved in any procurement of equipment or supplies for ISP's diving team. Lt. Lambert's current position and his proposed additional duties at Shearwater do not involve any dealings with ISP or other State of Indiana agencies. The Commission finds that Lt. Lambert has not identified a potential conflict of interests at this time.

C. Conflict of interests – contracts

Pursuant to IC 4-2-6-10.5, a state employee may not knowingly have a financial interest in a contract made by an agency. This prohibition however does not apply to an employee that does not participate in or have contracting responsibility for any of the activities of the contracting agency, provided certain statutory criteria are met.

Maj. Miller-Cronk provides that Shearwater is not registered as a vendor for the State of Indiana. ISP does not utilize Shearwater for products or services. Maj. Miller-Cronk states that nothing would prevent ISP or another state agency from seeking to do business with Shearwater in the future.

So long as Shearwater is not compensating Lt. Lambert from funds derived from a state contract or grant, Lt. Lambert would not have a financial interest in a state contract that would create a conflict of interests under the Code.

D. Confidential information

Lt. Lambert is prohibited under 42 IAC 1-5-10 and 42 IAC 1-5-11 from benefitting from, permitting any other person to benefit from or divulging information of a confidential nature except as permitted or required by law. Similarly, IC 4-2-6-6 prohibits Lt. Lambert from accepting any compensation from any employment, transaction or investment that is entered into or made as a result of material information of a confidential nature. The term “person” is defined in IC 4-2-6-1(a)(13) to encompass both an individual and a corporation, such as Shearwater. In addition, the definition of “information of a confidential nature” is set forth in IC 4-2-6-1(a)(12).

To the extent Lt. Lambert is exposed to or has access to such confidential information in his ISP role, he would be prohibited not only from divulging that information but from ever using it to benefit any person, including Shearwater or its clients, in any manner.

E. Use of state property and Ghost employment

42 IAC 1-5-12 prohibits Lt. Lambert from using state property for any purpose other than for official state business unless the use is expressly permitted by a general written agency, departmental or institutional policy or regulation that has been approved by the Commission. Likewise, 42 IAC 1-5-13 prohibits Lt. Lambert from engaging in, or directing others to engage in, work other than the performance of official duties during working hours, except as permitted by general written agency, departmental or institutional policy or regulation.

To the extent that Lt. Lambert observes these provisions regarding his outside employment at Shearwater, his proposed new role as a salesperson would not violate these ethics laws.

Commissioner Finnerty moved to approve the Commission’s findings, and Commissioner Krauss seconded the motion, which passed via roll call vote (4-0).

VII. Consideration of Agreed Settlement

In the Matter of Justin A. Breedlove
Case Number 2021-11-0319
Doreen Clark, Staff Attorney
OIG

Doreen Clark presented the proposed Agreed Settlement in this matter to the Commission for their approval.

Commission Chair Noel moved to approve the Agreed Settlement, and Commissioner Krauss seconded the motion, which passed via roll call vote (4-0).

VIII. Consideration of the Final Report

In the Matter of Myranda Strange
Case Number 2023-05-0181

State Ethics Director Sean Gorman presented the Final Report regarding the Agreed Settlement in the Matter of Myranda Strange for approval.

Commission Chair Noel moved to approve the Final Report, and Commissioner Krauss seconded the motion, which passed via roll call vote (4-0). The Final Report was signed by Commissioners present at the meeting. Commission Chair Noel signed on behalf of Commissioner Gilroy with permission.

IX. Ethics Director's Report

State Ethics Director Sean Gorman provided the following to the State Ethics Commission:

INFORMAL ADVISORY OPINIONS:

Since our last meeting, our office has issued 17 IAOs to requestors regarding the most commonly identified scenarios involving moonlighting and post-employment.

LEGAL & ETHICS CONFERENCE:

A reminder that this year's event is set to take place on the afternoon of November 16, 2023, and features presentations from Judge Thomas Kirsch from the U.S. Court of Appeals 7th Circuit, a session on parallel investigations involving an agency and the OIG, a session on ethics and government lawyers presented by Marion County Circuit Court Judge David Miller, and a review of the Code of Ethics' Political Activity rule.

OUTREACH:

Since the October meeting, OIG provided presentations to the Association of Indiana Counties (AIC), Professional Geologists of Indiana, Indiana State Police new recruits, Indiana Professional Licensing Agency new Board and Commission appointees, and the Department of Natural Resources' Division of Water staff.

Also conducted the 4th and final ethics officer roundtable event for 2023.

COGEL CONFERENCE:

The annual Conference for the Council on Governmental Ethics Laws in Kansas City takes place from December 3rd through 6th. Sessions on training upgrades for ethics commissions by ethics commissions, how to build confidence in public institutions and programs, early intervention and compliance efforts, navigating ethics issues with big ticket events, and ethics gift rules. Ethics Director Gorman will be attending and provide his takeaways to the Commission at the December meeting.

RECENT MEDIA INQUIRIES:

The Office of the Inspector General has received several inquiries from a local reporter regarding conflicts of interest disclosure statements filed with the OIG pursuant to the Code of Ethics. The inquiries identified multiple contracts that the reporter identified on the IEDC website and requested information on disclosure statements filed by IEDC board members regarding those contracts. The Commission previously issued advisory opinions in 2013 and 2017 regarding IEDC COI disclosures and the media inquiries in part referenced these decisions. It is our understanding that the story will be released 11/16/2023 and we will forward any coverage and provide follow-up information as appropriate.

X. Adjournment

Commissioner Krauss moved to adjourn the public meeting of the State Ethics Commission. Commissioner Finnerty seconded the motion, which passed via roll call vote (4-0).

The public meeting adjourned at 11:19 a.m.

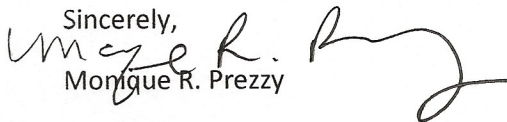
To whom it may concern:

My name is Monique Prezzy. I am a former state employee, having previously served as the Director of Learning and Development for the Family and Social Services Administration's (FSSA) Division of Family Resources (DFR). My last day of state employment was March 17, 2023.

In my previous role at FSSA/DFR, I participated in an advisory capacity for a Request for Proposals (RFP) process through which FSSA/DFR selected a learning and development vendor, Conduent, in 2017. The learning and development contract provides the training of FSSA/DFR eligibility staff to process Medicaid, TANF, and SNAP benefits and to assist with the development of training content such as modules and reference materials. At FSSA/DFR, I was involved in monitoring the budget, work product/deliverables, and compliance with the contract. I also reviewed and approved invoices for Brilljent, another contractor that provided support staff in the training classrooms. FSSA/DFR has a service agreement with Brilljent. I also monitored their staff performance for the training classes.

A new RFP will be released sometime this year or early next year for a new learning and development vendor contract with FSSA/DFR and I would like to provide part-time consulting services to Brilljent, for whom I will be providing assistance with their response during the RFP process for the new contract once it is released.

I am inquiring if there are any concerns under the Code of Ethics for my proposed part-time consulting activities for Brilljent.

Sincerely,

Monique R. Prezzy

317-493-9888



**STATE OF INDIANA
Department of Correction**

Indiana Government Center—South

Eric J. Holcomb
Governor

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Christina Reagle
Commissioner

Sent Via Email Only to info@ig.in.gov

December 4, 2023

Indiana Ethics Commission
315 West Ohio Street, Room 104
Indianapolis, IN 46202

Re: Indiana Department of Correction's Request for Formal Advisory Opinion

Dear Commissioners,

The Indiana Department of Correction (IDOC), by its designated Ethics Officer, is seeking the issuance of a formal advisory opinion by the Indiana State Ethics Commission (the "Commission") to determine whether Captain Geneva McPherson, an IDOC employee, may pursue an outside employment opportunity with Ivy Tech Community College of Indiana ("Ivy Tech") while maintaining her position with IDOC.

I. Captain McPherson's Position with IDOC

Geneva McPherson is a Correctional Captain at the Reception Diagnostic Center, a maximum-security intake facility for adult males sentenced to the Indiana Department of Correction. Captain McPherson has worked for IDOC for thirty-one (31) years, achieving the rank of Correctional Captain in 2020, the second highest ranking among IDOC's custody staff positions.

Captain McPherson supervises a staff of approximately forty (40) Correctional Officers, Correctional Sergeants, and Correctional Lieutenants. Her job profile, attached to this request as Exhibit 1, includes essential functions ranging from "direct[ing] assigned staff in maintaining the security and safety of offenders, buildings, and grounds" to "assist[ing] in identifying offender treatment needs and support programs for treatment and rehabilitation which may include encouraging offenders to accept professional assistance and treatment from staff as needed." Captain McPherson is also required to "recruit, select, onboard, and train employees" and manage her team of forty (40) by providing and overseeing training, time management, time-off approvals, shift assignments, corrective action plans, and performance evaluations.

Within the State of Indiana's Job Code Listing, a Correctional Captain is a Grade 40 position with a compensation range of \$59,800.00 - \$83,720.00. Outside of IDOC, but still within the State's broader

classification system, similar law enforcement and protective services positions of Conservation Captain, Excise Captain, and ISP Captain each have compensation ranges of \$88,000.00 - \$127,000.00.

II. Outside Employment Opportunity

To supplement her income, Captain McPherson is seeking to accept an outside employment opportunity with Ivy Tech. Ivy Tech is one of several correctional services providers with which IDOC is currently contracted. IDOC's contract with Ivy Tech is attached as Exhibit 2 (the "Contract"). Through this partnership, Ivy Tech is required to "provide high quality education services to incarcerated individuals in Department of Correction Facilities," which includes adult basic education programming for the purpose of promoting successful re-entry upon release from incarceration. The initial term of the Contract runs from July 1, 2021, through June 30, 2025, and it is subject to renewal for one additional four-year term.

The position offered to Captain McPherson is for part-time, hourly work supervising students in a classroom as a substitute teacher and supervising test sessions as a TABE examiner at the Plainfield Correctional Facility (the "Teaching Position"). A copy of the job description is attached as Exhibit 3. The Teaching Position would pay approximately \$22.00 per hour with no benefits, and Captain McPherson expects to work fourteen to sixteen (14-16) hours per week over two to three (2-3) shifts. The work would be performed outside of her scheduled hours with IDOC, and at a different facility from where she works as a Correctional Captain.

III. IDOC Overview and Moonlighting History

IDOC operates twenty-one adult and juvenile facilities across the state, along with nine parole districts, through which it supervises and serves approximately 23,000 incarcerated individuals, 300 adjudicated delinquents, and 4,900 parolees. For this significant undertaking, IDOC employs over 5,500 agency staff and 1,800 contractors, and it receives support from hundreds more intermittent volunteers.

One of the biggest challenges faced by IDOC is attracting and retaining sufficient qualified staff to meet the needs of Indiana's highest security prisons, several of which are currently operating with custody staffing vacancy rates exceeding 30%. Relatively low unemployment throughout the state has created a highly competitive atmosphere, meaning that IDOC finds itself competing against other law enforcement entities and correctional service providers for a limited number of qualified applicants. The distance of many of the agency's facilities from major metropolitan areas is also a significant barrier to staffing.

To help deliver services to the incarcerated and paroled populations, IDOC maintains a variety of contracts with correctional services providers, the most significant of which are for the delivery of comprehensive healthcare, education, and food services (collectively, "Corrections Vendors"). From time to time, IDOC employees have sought outside employment with Corrections Vendors for a variety of reasons, including additional training and professional growth opportunities, evaluating new career paths, and, most often, to supplement income from relatively lower hourly wage rates. Historically, the agency had authorized this type of outside employment, provided it was conducted in compliance with relevant policies, rules, and statutes, to incentivize employee retention and bolster the delivery of critical services. However, in the wake of the 2015 revisions to IC 4-2-6-10.5 and resultant Commission opinions, IDOC has reversed this practice.

In April 2023, following multiple requests by employees to pursue outside employment with Corrections Vendors, IDOC approached the Commission to request a Formal Advisory Opinion on the application of IC 4-2-6-10.5 to those consolidated scenarios. However, because there was no individual employee or employment opportunity presented to the Commission for consideration at the time, IDOC's request for a formal opinion pursuant to IC 4-2-6-4(b)(1) was denied.

IV. Application of Indiana's Code of Ethics

A. 42 IAC 1-5-5 Moonlighting (IC 4-2-6-5.5)

Captain McPherson's request does not appear to violate IC 4-2-6-5.5. The responsibilities of the Teaching Position are not inherently incompatible with the responsibilities of Captain McPherson's position with IDOC, nor would the Teaching Position require her to disclose confidential information gained in the course of her state employment. Rather, IDOC would stand to benefit greatly from Captain McPherson's part-time work. Although she would be required to rely on staff at the Plainfield Correctional Facility to resolve any issue that arose while in her Teaching Position, her custody background would help to enable a safe and secure environment in which students can learn, and it would further IDOC's mission to provide meaningful, effective opportunities for successful re-entry.

B. 42 IAC 1-5-7 Conflicts of Interest; Contracts (IC 4-2-6-10.5)

Based on the Commission's prior opinions, the Teaching Position may conflict with IC 4-2-6-10.5, which prohibits state employees from knowingly having a financial interest in a contract made by an agency. Previously, the Commission has found that state employees have a financial interest in their outside employers' state contracts if their compensation is derived from or tied to those contracts. *See, e.g.*, Formal Advisory Opinions 2018-FAO-002; 09-I-13; and 09-I-11. The Commission has also recently held that an employee who is unable to comply with the requirement in IC 4-2-6-10.5(b)(2) due to the timing of a contract's execution will not be exempted from the prohibitive effect of the statute. *See* Formal Advisory Opinion 2020-FAO-003.

In order to be excepted from the application of IC 4-2-6-10.5, a state employee (1) must not participate in or have contracting responsibility for the state agency and (2) must file a written statement "before the *state officer, employee, or special state appointee executes the contract* with the state agency." IC 4-2-6-10.5(b)(2) (emphasis added). Based on this language, the statute appears designed to limit an individual's ability to bring parties together into a contractual relationship from which the individual will derive a financial benefit without first publicly signaling an intent to do so. As applied, however, the prohibitive effect of the statute targets employees with no tangible financial interest in the relationship between the parties beyond that which any other member of the general public could achieve – a limited hourly wage with no fringe benefits.

In 2020-FAO-003, the Commission determined that an FSSA employee "would be unable to meet the requirements of subsection (2) of the exception to IC 4-2-6-10.5 because it requires her to file a written disclosure form with the OIG before the grant/contract is executed *between the third party and the state agency* and the grant/contract has already been executed." (Emphasis added). However, this ruling does not mirror the statutory language, which does not reference generally a third-party contract, but instead references a contract executed by the state officer, employee, or special state appointee. In fact, based on

the plain language of (b)(2), valued state employees like Captain McPherson could never be exempted from the prohibitory effect of the statute because they cannot “execute” the contract with the state agency and therefore cannot avail themselves of the exception. This would mean that employees with more control over outside entities and heightened financial interests have greater opportunity for financial gain from the State than those without.

V. Request for Authorization

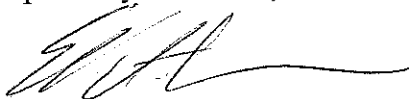
IDOC offers that the former interpretations of IC 4-2-6-10.5 may be unduly restrictive and impact negatively well-intentioned, valuable state employees like Captain McPherson who are seeking to supplement their state income through legitimate channels. Captain McPherson does not in any way participate in or have contracting responsibility for IDOC, nor does she have any financial interest in Ivy Tech beyond the hourly pay she would receive from her part-time work. IDOC supports Captain McPherson’s request not only because she is a valued employee that the agency desires to retain, but also because it benefits agency operations and the administration of programming to those who the agency was established to serve.

The purpose of Indiana’s Code of Ethics is to set ethical standards for the official conduct of state employees “so that the general public will have confidence that the conduct of state business is always conducive to the public good.” 42 IAC 1-2-1(b). The Code ensures that “the business of the state will be conducted in such a manner as to reassure the citizens of Indiana that the character and conduct of its officials, employees, and special state appointees are above reproach.” 42 IAC 1-2-1(c).

Authorizing Captain McPherson to perform additional work providing basic educational opportunities to incarcerated individuals for an hourly wage from an outside vendor reflects positively on the character and conduct of the state and its public officials. Ideally, more would be willing to make such a commitment.

Thank you for your consideration of this request. We will be in attendance at the Commission’s meeting on December 14, and we look forward to answering your questions at that time.

Respectfully submitted,



Elliot Anderson
Chief of Staff and Ethics Officer
Indiana Department of Correction

CC: State Ethics Director
Office of Inspector General

Correctional Captain
Role: 005LD0 - Correctional Captain

A Day in the Life:

The essential functions of this role are as follows:

- Direct assigned staff in maintaining the security and safety of offenders, buildings, and grounds.
- Manage staff including training, time management, time off approvals, specific shift assignments, corrective action and performance evaluations.
- Assist in identifying offender treatment needs and support programs for treatment and rehabilitation which may include encouraging offenders to accept professional assistance and treatment from staff as needed.
- Counsel offenders in an informal and unofficial capacity.
- Oversee the records on shift reports, policy and procedure updates and violations of policies and procedures.
- Direct staff regarding the maintenance and cleanliness of the facility.
- Recruit, select, onboard, and train employees to ensure role responsibilities and expectations are clearly understood while providing opportunities to continue professional development.
- Set expectations, measure progress, provide ongoing feedback, and evaluate the performance of employees. Ensure work adheres to quality standards, deadlines, and proper procedures.

The job profile is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee. Other duties, responsibilities and activities may change or be assigned at any time with or without notice.

What You'll Need for Success:

You must meet the following requirements to be considered for employment:

- High School Diploma or High School Equivalent (HSE).
- Four (4) years of custody experience in a correctional institution, law enforcement or military law enforcement, and two (2) years of experience as a correctional supervisor or supervisory training in a related field.
- Must possess a valid driver's license.
- Must test negative on all drug screenings.
- Upon hire, the ability to successfully complete all mandatory training including the DOC Supervisory Training Program, First Aid, and CPR courses.
- Thorough knowledge of the methods, procedures and practices utilized in a correctional environment.
- Ability to supervise and achieve desired results from offenders and staff.
- Strong critical thinking skills and the ability to apply as needed.
- Ability to communicate effectively orally and in writing, including giving clear directions.
- Ability to collaborate with other departmental requests regarding custody needs.
- Ability to delegate work, set clear direction, and manage workflow.

- Ability to effectively give feedback, provide guidance or corrective action, coach, and develop employee skillsets.

Supervisory Responsibilities/Direct Reports:

This role provides supervision for incarcerated individuals and requires a high level of judgment and care.

This role may provide direct supervision for one or more staff members.

Difficulty of Work:

Your work is physically, emotionally and mentally demanding. You must maintain vigilance for periods of up to sixteen (16) hours or more at a time. The environment tends to be stressful with a threat of physical harm or injury to oneself, coworkers, offenders and/or the general public due to errors in judgement. As the Shift Captain, you are responsible for all the day-to-day operations of your assigned shift. Your work consists of complex and non-standardized tasks, requiring interpretation and application of agency principles and precedents. Work requires on-the-spot critical decision-making to ensure the safety and security of the facility operation.

Responsibility:

As a Correctional Captain, you will be responsible for the management, supervision, and safety of the facility, offenders, coworkers, and the general public. In addition, you must interpret and apply the IDOC facility rules, policies and procedures in a firm, fair and consistent manner to both offenders and staff. You will be responsible for the review and development of policies and procedures related to custody. In the event of an emergency, effective leadership must be immediately exhibited.

Personal Working Relationships:

You will be responsible for demonstrating a cooperative, efficient working relationship with all staff and offenders. You will interact primarily with offenders, co-workers and supervisors. Occasionally, you may come into contact with the general public. You must communicate well and portray a positive, professional image in all contacts with others, including offenders, staff, the public, vendors and staff representing regulatory agencies. You will be involved in problem solving and communicating with offenders, staff, the public, vendors and staff representing regulatory agencies on an as needed basis.

Personal Work Relationships:

This individual will be expected to partner with agency personnel and related stakeholders working towards completion of assigned functions. Exceptional customer service is provided to agency partners and/or the general public.

A high level of judgement and effective communication is required during times of contact with residents or incarcerated individuals.

Partnership with relevant public agencies, federal, state & local governments and/or community leaders may be required.

Residents or incarcerated individuals may have family, friends, community partners and/or other interested parties come to the facility requesting information or to visit with the person according to policies and procedures.

Physical Effort:

Depending on the duties performed or environment setting, frequent walking, standing, climbing stairs or ladders, bending, stooping, pushing, pulling and/or similar movements may be involved.

This role requires above average strength when restraining one or more patients or incarcerated individuals as per departmental policy and procedure.

This role requires the ability to run short distances to provide immediate care, protection, or attention to patients or incarcerated individuals.

Due to the high physical demand of tasks performed in this role, individuals may be required to meet minimum physical standards as demonstrated through fitness training and/or assessment.

This role requires keen observational and hearing skills to stay alert for possible dangerous situations.

This role requires strong discretion in the appropriate use and maintenance of a firearm.

Working Conditions:

This role performs work in a cell house, dormitory or other residential environment.

This role performs work outdoors and exposure to various outdoor weather conditions, rough terrain and wildlife may occur.

There is potential for exposure to infectious diseases in this role.

This role requires a high level of attention and safety due to work activities having risk of injury or loss of life.

Operations may require this role to be available after hours (on-call) and/or work rotating shifts, evenings and weekends, or irregular hours.

This role may experience periods of high stress and/or pressure.

This role requires the appropriate use of Personal Protective Equipment (PPE) when necessary.

Competencies

- Developing Talent
- Managing Performance
- Attentive Listening
- Resolving Conflict
- Critical Thinking
- Establishing Relationships

Last Updated (By and Date)

Rewrite Complete S. macki 3.21.2022

K.Woods 1.18.22

E.Lampkins 6/16/21

K. Woods 5.26.21

M. Bierl 1/16/19

L,Guan 7/20/2020

**CONTRACT BETWEEN THE STATE AND A
STATE EDUCATIONAL INSTITUTION
#000000000000000000054274**

This Contract (the "Contract"), entered into by and between Indiana Department of Correction (the "State") and IVY TECH COMMUNITY COLLEGE OF INDIANA (the "State Educational Institution," an institution referred to in IC § 21-7-13-32(b)), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the State Educational Institution. The State Educational Institution shall provide high quality education services to incarcerated individuals in Department of Correction facilities. This should include, but is not limited to, Adult basic Education programming which will lead to opportunities, up to a high school equivalency diploma, for those incarcerated and assist them in providing the best chances for successful re-entry.

The duties of the State Educational Institution are set forth in the **Exhibit A and Exhibit B**, attached hereto and incorporated fully herein. These duties include but are not limited to:

1. The vendor must deliver educational services that are aligned to, and within the guidelines and requirements of the Indiana Department of Education and the Indiana Department of Workforce Development.
2. Maintain a safe and secure environment within IDOC policies, procedures, and operations.
3. Maintain and produce records as required by IDOC and its educational partners at the state and federal level.
4. Prepare and provide high-quality, evidence-based instruction within a school year of 260 days divided into mutually acceptable blocks per day.
5. Assess each enrolled student's NRS Level within twelve (12) hours of enrollment and thereafter at intervals as prescribed by DWD assessment policy.

The vendor shall provide the minimum staffing levels at facilities as described in **Exhibit C**, attached.

2. Consideration. The State Educational Institution will be paid the following for performing the duties set forth above.

Year 1	\$ 2,570.38	3600	\$ 9,253,368.00
Year 2	\$ 2,647.00	3600	\$ 9,529,200.00
Year 3	\$ 2,808.00	3600	\$ 10,108,800.00
Year 4	\$ 2,889.00	3600	\$ 10,400,400.00

Total remuneration under this Contract shall not exceed **\$39,291,768.00** .

3. Term. This Contract shall be effective for a period of four years. It shall commence on **July 1, 2021** and shall remain in effect through **June 30, 2025**.

No more than six (6) months from expiration of the then-current contract term, IDOC may elect, by providing notice in writing to Contractor, and at its sole option, to exercise its right to extend the Contract for an additional four (4) years, and a total contract period not to exceed eight (8) years pursuant to RFP Section 1.14. Any decision by IDOC to exercise

the renewal option shall be subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with Ind. Code § 5-22-17-4.

4. "Separateness" of Contracts between the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of "the State Educational Institution" in these Standard Conditions for Contracts between the State of Indiana and State Institutions and in any contract for professional services are specific to the department or unit of the State Educational Institution. The existence or status of any one contract between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract and shall not form the basis for termination of any other contract by either party.

5. Access to Records. The State Educational Institution and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

6. Assignment; Successors. The State Educational Institution binds its successors and assignees to all the terms and conditions of this Contract. The State Educational Institution shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The State Educational Institution may assign its right to receive payments to such third parties as the State Educational Institution may desire without the prior written consent of the State, provided that the State Educational Institution gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

7. Audits. The State Educational Institution acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.* and audit guidelines specified by the State and all applicable provisions of 2 C.F.R. 200.

The State considers the State Educational Institution to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the State Educational Institution is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the State Educational Institution shall arrange for a financial and compliance audit which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind the State Educational Institution. The signatory for the State Educational Institution represents that he/she has been duly authorized to execute this Contract on behalf of the State Educational Institution and has obtained all necessary or applicable approvals to make this Contract fully binding upon the State Educational Institution when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the State Educational Institution when accepted by the State.

9. Compliance with Laws

A. The State Educational Institution shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the State Educational Institution to determine whether the provisions of this Contract require formal modification.

B. The State Educational Institution and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the State Educational Institution has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the State Educational Institution shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this contract.** If the State Educational Institution is not familiar with these ethical requirements, the State Educational Institution should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the State Educational Institution or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the State Educational Institution. In addition, the State Educational Institution may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The State Educational Institution certifies by entering into this Contract, that it is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The State Educational Institution agrees that further work may be withheld, delayed, or denied and/or this Contract suspended until the State Educational Institution is current in its payments and has submitted proof of such payment to the State.

D. The State Educational Institution warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State.

E. If a valid dispute exists as to the State Educational Institution's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the State Educational Institution, the State Educational Institution may request that it be allowed to continue, or receive work, without delay. The State Educational Institution must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. The State Educational Institution warrants that the State Educational Institution and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The State Educational Institution agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that the State may bar the State Educational Institution from contracting with the State in the future and cancel existing contracts.

H. As required by IC §5-22-3-7:

(1)The State Educational Institution and its principals certify that:

(A) the State Educational Institution, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the State Educational Institution will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

(2) The State Educational Institution and any principals of the State Educational Institution certify that an affiliate or principal of the State Educational Institution and any agent acting on behalf of the State Educational Institution or on behalf of an affiliate or principal of the State Educational Institution, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC § 24-4.7 is preempted by federal law.

10. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

A. Publication and dissemination of the project results are of fundamental importance to both the State and the State Educational Institution. The State Educational Institution is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Contract for its own internal instructional and research, or publication (*i.e.* graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article.

B. The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the State Educational Institution in furtherance of this Contract shall be available to the State for its use and distribution at its discretion without additional charge to State. The State Educational Institution shall take such action as is necessary under law to preserve such rights in and of the State while such property is within the control and/or custody of the State Educational Institution. Full, immediate, and unrestricted access to the work product of the State Educational Institution during the term of this Contract shall be available to the State.

C. Use of these materials, other than related to Contract performance by the State Educational Institution, that includes any reference to the State, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Contract, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or his/her designee. The State shall have sixty (60) days to review such requests and will respond in writing to the State Educational Institution. If the State has not responded within sixty (60) days, the request will be deemed approved.

D. The State Educational Institution and the State agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Contract, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the input of each party.

11. Confidentiality of State Information. The State Educational Institution understands and agrees that data, materials, and information disclosed to the State Educational Institution may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, IC § 5-14-3, the State Educational Institution covenants that data, material and information gathered, based upon or disclosed to the State Educational Institution for the purpose of this Contract, and specifically identified as confidential information by the State, will not be disclosed to or discussed with third parties without the prior written consent of the State.

12. Debarment and Suspension.

A. The State Educational Institution certifies by entering into this Contract that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the State Educational Institution.

B. The State Educational Institution certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The State Educational Institution shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

13. Default by State. If the State, sixty (60) days after receipt of written notice, fails to correct or cure any breach of this Contract, the State Educational Institution may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

14. Disputes

A. Should any disputes arise with respect to this Contract, the State Educational Institution and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The State Educational Institution agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the State Educational Institution fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the State Educational Institution as a result of such failure to proceed shall be borne by the State Educational Institution, and the State Educational Institution shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the State Educational Institution of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the State Educational Institution to terminate this Contract, and the State Educational Institution may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

15. FERPA Compliance. If the State Educational Institution is an “educational agency or institution” as that term is defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99.1, and this Contract involves “personally identifiable information,” as defined at 34 CFR 99.3, the State Educational Institution covenants that it will appropriately safeguard from unauthorized disclosure to third parties any “personally identifiable information” with respect to a student.

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

18. Governing Law. This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

19. HIPAA Compliance. If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State Educational Institution covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

20. Independent Contractor; Workers' Compensation Insurance. The State Educational Institution is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The State Educational Institution shall provide all necessary unemployment and workers' compensation insurance for the State Educational Institution's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

21. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the State Educational Institution will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB PERSON	COMPANY NAME PERCENT	PHONE	EMAIL OF CONTACT
Not Applicable to this Agreement			

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The State Educational Institution shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The State Educational Institution shall notify subcontractors that they must confirm payments received from the State Educational Institution in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The State Educational Institution may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity. The State Educational Institution's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

22 Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the State Educational Institution agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

23. Minority and Women’s Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State’s expectation that the State Educational Institution will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
MBE 10904	Guy Brown Management, LLC	317-443-7641	jared.white@guybrown.com	3%

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

Guy Brown Management, LLC, will provide critical office and classroom consumable supplies to ensure project success. The subcontractor will provide these services/supplies via purchases made throughout each year (4 years) of the contracted project.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The State Educational Institution shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The State Educational Institution shall notify subcontractors that they must confirm payments received from the State Educational Institution in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The State Educational Institution may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The State Educational Institution’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

24. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the State Educational Institution covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, State Educational Institution certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the State Educational Institution or any subcontractor.

The State Educational Institution understands that the State is a recipient of federal funds, and therefore, where applicable, the State Educational Institution and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672, which are incorporated herein by specific reference.

25. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Christine Blessinger, Deputy Commissioner
Indiana Department of Correction
302 W Washington St.
Indianapolis, IN 46204
cblessinger@idoc.in.gov**

B. Notices to the State Educational Institution shall be sent to:

**Molly Dodge, Chancellor
Ivy Tech Community College, Madison Campus
590 Ivy Tech Drive
Madison, IN 47250
mdodge6@ivytech.edu**

As required by IC § 4-13-2-14.8, payments to the State Educational Institution shall be made via electronic funds transfer in accordance with instructions filed by the State Educational Institution with the Indiana Auditor of State.

26. Payments. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the State Educational Institution in writing. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

27. Renewal Option. This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

28. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

29. Taxes. The State is exempt from state, federal and local taxes. The State will not be responsible for any taxes levied on the State Educational Institution as a result of this Contract.

30. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the State Educational Institution of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The State Educational Institution shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The State Educational Institution shall be compensated for services herein provided but in no case shall total payment made to the State Educational Institution exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

31. Termination for Default.

A. With the provision of thirty (30) days' notice to the State Educational Institution, the State may terminate this Contract in whole or in part if the State Educational Institution fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the State Educational Institution will be liable to the State for any excess costs for those supplies or services. However, the State Educational Institution shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The State Educational Institution and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

32. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

33. Waiver of Rights. No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right

34. Work Standards. The State Educational Institution shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals.

35. State Boilerplate Affirmation Clause. The State Educational Institution affirms under the penalties of perjury that it has not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

3. Clarified Renewal options to match RFP

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the State Educational Institution, or that the undersigned is the properly authorized representative, agent, member or officer of the State Educational Institution. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the State Educational Institution, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the State Educational Institution attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

In Witness Whereof, the State Educational Institution and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

IVY TECH COMMUNITY COLLEGE OF INDIANA

DocuSigned by:
 By: *Sue Ellspermann*
 E2A94CC6C9C2461...

Title: President

Date: 6/24/2021 | 12:57 EDT

Indiana Department of Correction

DocuSigned by:
 By: *Randall Patrick Koester-00615*
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Title: Chief of Staff

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Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

Exhibit A

-RFP 21-66601 TECHNICAL PROPOSAL ATTACHMENT F

The Indiana Department of Correction Education Division provides high quality educational services to incarcerated individuals. The Adult Basic Education program provides learning opportunities up to a high school equivalency diploma for those incarcerated to assist in providing them the best chances for successful re-entry. The Indiana Code sets forth the foundation for adult schools at:

IC 11-10-5 Chapter 5. Academic and Vocational Education IC 11-10-5-1 Implementation of academic and vocational education curricula and programs; funding Sec. 1.

The department shall, after consulting with the state Superintendent of Public Instruction and the Indiana Commission on Vocational and Technical Education of the Department of Workforce Development, implement academic and vocational education curricula and programs for confined offenders, by utilizing qualified personnel employed by the department or by arranging for instruction to be given by public or private educational agencies in Indiana. The department shall include special education programs, which shall be governed under IC 20-35-2. To provide funding for development and implementation of academic and vocational education curricula and programs, the department may accept gifts and apply for and receive grants from any source. As added by Acts 1979, P.L.120, SEC.3. Amended by P.L.217-1987, SEC.26; P.L.1-1990, SEC.161; P.L.135-1993, SEC.3; P.L.21-1995, SEC.13; P.L.1-2005, SEC.121.

The vendor will be expected to meet these essential, overarching functions within any offered proposal:

- The vendor must deliver educational services that are aligned to, and within the guidelines and requirements of the Indiana Department of Education and the Indiana Department of Workforce Development.
- Maintain a safe and secure environment within IDOC policies, procedures, and operations.
- Maintain and produce records as required by IDOC and its educational partners at the state and federal level.
- Prepare and provide high-quality, evidence-based instruction within a school year of 260 days divided into mutually acceptable blocks per day.
- The vendor using the current TABE forms will assess each enrolled student's NRS Level within twelve (12) hours of enrollment and thereafter at intervals as prescribed by DWD assessment policy.
- For purposes of a seamless transition the IDOC does not wish to change any program during the first twelve-months of a new contract.

Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.

Respondent's Name:

Ivy Tech Community College

2.4.1 Scope of Work/General

The Indiana Department of Correction (IDOC) is seeking a vendor to provide Adult Basic Education (ABE) services at fifteen (15) correctional facilities across the state of Indiana. These services include Literacy, ELL (English Language Learners), high school equivalency testing and Special Education programming to qualified individuals. This includes program, regional and site management, educator training / licensing, professional development and personnel management. Maintenance of student records and full compliance with the InTERS national reporting system is required.

WIOA – Workforce Innovation and Opportunity Act.

The IDOC and its current adult education vendor program offerings are governed by the expectations of the Workforce Innovation and Opportunity Act (WIOA). The guidance, to date, requires IDOC adult education programs to provide education and training that is specifically job-driven.

WIOA requires the IDOC through the selected adult education vendor to provide an integrated adult education program with four (4) primary components:

Workforce Prep Activities – Activities, programs, or services designed to help an individual acquire a combination of basic academic, critical thinking, digital literacy, and self-management skills. This includes competencies in utilizing resources, using information, and acquiring other skills necessary for successful transition into postsecondary education, training, and/or employment.

Integrated Education and Training (IET) -- All IDOC education programs will be a service-based approach that provides adult education and literacy activities concurrently and contextually with workforce preparation activities and workforce training.

Integrated English Literacy and Civics Education (IELC) --Stated in the statutory language, the goal of the integrated English literacy and civics education program is to provide a program that would: prepare adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand occupations that lead to economic self-sufficiency.

ELL (English Language Learners) – The IDOC population whose first language is NOT English. The program to serve this population is IELC Education. It is not a requirement that ELL instructors have IDOE recognized licensure.

The Last Mile

The Last Mile (TLM) – The IDOC is currently engaged in a contract with The Last Mile (TLM) Program to provide coding instruction to the offender population. The TLM Program is allowed to select their offender participants. The selected vendor will be required to employ TLM instructors. TLM instructors do not have to have IDOE recognized licensure.

The IDOC has a population with basic literacy and marginal literacy abilities which averages around 6,000 individuals or 25% of the total population of the facilities where ABE services are offered.

Providing services to those offenders eligible to receive Literacy, ELL, high school equivalency and if eligible Special Education programming is a priority for the Indiana Department of Correction. A subset of this population is only eligible for high school equivalency programming based on valid TABE scores.

The vendor is required to maintain full compliance with Indiana Article 7 and all Federal regulations regarding Special Education services. Special Education services are vital to assisting individuals with disabilities in obtaining a free and appropriate education.

The Contractor will continue to support and expand the concept of literacy tutors in adult facilities to support licensed teachers in the classroom. The Contractor will ensure appropriate oversight of vetted literacy tutors.

Full compliance with IDOC data systems (OCMS/PMRS & OIS), the Indiana Department of Workforce Development (InTERS) data system and any successor data and reporting systems is mandatory. These databases house and track offender progress and are considered official records. The vendor will be required to maintain all student records regarding student progress and program completion.

The Department provides more than 70,000 paper-pencil assessments annually to those enrolled in schools. The vendor assumes the role of primary cooperator for the purpose of housing, distributing, tracking, and processing assessments and related materials including answer sheets with serial numbers. The vendor assumes all of the functions of providing legally-defensible testing and security at the local and state levels. These assessments include TASC (Test Assessing Secondary Completion) and its successors and TABE (Tests of Adult Basic Education). The vendor will be responsible for housing, scheduling and distributing high stakes testing materials and TABE materials in a secure, approved and locked area. The vendor will be required to house professional development materials, text books and supplemental materials within their main or satellite offices.

The vendor will be required to submit timely and accurate invoices and billings monthly based on accurate staffing records, benefit schedules and supplies and materials purchase orders. The IDOC will not be responsible for internal vendor human resource or finance department operations. The IDOC will be the pass-through grant recipient and the vendor shall be the sub-grantee for purposes of any state of federal grant monies awarded for correctional education. The vendor will be expected to follow all rules and obligations for reimbursement of grant purchase related funds.

The vendor will comply with all FERPA regulations related to student non-directory information. This includes the acquisition and storage of records on behalf of the offender. This will also include student records produced by the vendor.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. The response should also include a narrative that supports Respondent's ability to meet the scope of work by detailing prior experience and available resources related to the provision of educational services to correctional institutions.

Ivy Tech Community College agrees to meet and comply with this specification by complying with all published Indiana Department of Workforce Development (IDWD) Adult Education

policies. Within this specification, Ivy Tech assures the Indiana Department of Corrections (IDOC) that it will manage its program in accordance with IDWD Policy, 2013-07, Adult Education Program Standards; IDWD Policy 2017-13, Educational Functioning Level Assessment Policy, Change 1; IDWD Policy, 2017-15 Data Collection and Reporting and will follow the published Records Retention and Disposition schedule.

As a registered IDWD Adult Education provider in the Evansville and Bloomington regions, Ivy Tech is successfully providing Adult Education services as described in this specification. Ivy Tech provides these services in accordance with all WIOA policies and provides adult education services that include workforce preparation activities, Integrated Education and Training (IET) opportunities, and English Language Learners (ELL) and ELL Civics programs.

Evansville: The Evansville campus received an Adult Education grant in June 2020. The campus proposed to serve in need of additional skills to continue into higher education, improve their career opportunities, or both. The program serves adults in each of these three categories: 1) basic skills deficient; 2) did not graduate from high school; 3) need to learn English (www.ivytech.edu/evansville/abe). The program classes are being delivered by Ivy Tech in Rockport at the Oakland City University satellite site and in Evansville at the Vanderburgh County Jail and the Ivy Tech Campus. The Evansville Campus Adult Education team works closely with Indiana Department of Workforce Development, employers, and non-profit organizations to deliver high quality education. A key aspect of all classes delivered in the program is an emphasis on workforce and/or college preparedness. All participants are taught basic workplace skills and receive wraparound services from Admissions, Financial Aid, and Career Coaching staff. To date, the Evansville program has served 41 with more than 700 hours of instruction. The program has four (4) High School Equivalency (HSE) graduates since classes began the first week of September 2020.

HSE classes are slated to begin March 2021 on site at AmeriQual Foods (AQ) in Evansville. 15 students are enrolled. At AQ, incumbent employees will have the opportunity to earn their HSE while working. Once they successfully complete the program, participants will earn a bonus, an opportunity to apply for a higher wage position, and receive tuition reimbursement to attend college at Ivy Tech. AQ will also be sponsoring ELL classes beginning in April for 12 temporary workers with limited English proficiency. The class will teach basic English skills and basic workplace skills to prepare the participants for permanent positions with the company. AQ Talent Acquisition and Development Business Partner Many Brown is impressed with Ivy Tech's innovative approach to delivering basic skills education with the IET program.

The Evansville Campus is also contracted to begin ELL instruction on-site at Toyota Motor Manufacturing (Toyota) in March as a part of a partnership with HOLA Evansville, a local non-profit serving the Latinx community. This class will also feature a curriculum which specifically targets the language and workplace skills needed to be successful in a

manufacturing environment. Ivy Tech' and HOLA spent time in the Toyota plant to ensure the training will benefit the participants and the employer.

Like all Ivy Tech campuses statewide, Evansville works closely with WorkOne and the Regional Workforce Board to train and prepare individuals for work. This includes working assisting clients with barriers such as felony convictions gain skills in strategic industries with high need. Sara Worstell, Executive Director of Grow Southwest Indiana Workforce Board, stated, "Through their long-standing relationship, Grow Southwest Indiana Workforce Board and Ivy Tech Community College have and will continue to share in successful results in our nine-county region. Working with a premier post-secondary provider has proved a Workforce Board cannot alone tackle the task of workforce development. Collaboration extends beyond up-skilling individuals for job market success but also extends to successful programs to bridge the skill gap and enhance the workforce pipeline in Region 11."

Tell City: Ivy Tech has also partnered with Vincennes University (VU) Adult Education program to deliver IET workforce education for their students. The program has been recognized regionally for the high pass rates (<https://city-countyobserver.com/tell-citys-ivy-tech-career-technology-center-cna-class-has-100-pass-rate/>) 48 students from the VU program have completed Ivy Tech Certified Nursing Assistant (CNA) and 55 students Commercial Drivers License (CDL) training since 2018.

Bloomington: The Bloomington campus received an Adult Education grant in June 2020. The Bloomington Campus is utilizing the funds to support the nationally-recognized My Cook Pathways program. (<https://www.cookgroup.com/cook-group-recognized-with-innovation-award-for-my-cook-pathway/>). Bill Cook stated, "The best thing you can do for someone is give them an education and a job." This is the philosophy that brought the partnership with Ivy Tech Community College and Cook Medical to fruition. With almost 30,000 Hoosiers lacking at least an HSE in the region where Cook operates, the My Cook Pathway partnership is changing the talent pool for employers and the lives of individuals. Specifically, Cook Medical supports employees who need to earn an HSE to by paying their employees a full-time wage as they split their day between taking HSE classes and working in various roles across the Cook group. (<https://www.cookmedical.com/careers/employee-support/>)

While the Adult Education component of the My Cook Pathway previously existed, the training and testing for the HSE portion transitioned to Ivy Tech Bloomington beginning April 1, 2019. Since that date, there have been 63 participants including, 39 TASC completers and 10 students, currently enrolled or testing with an anticipated completion in March 2021. Of the 63 participants, the IDWD Workforce Education Initiative (WEI) funded program has supported 16 students with 4 graduates, and 10 currently enrolled or testing. The IDWD funded program began July 1, 2020.

Terre Haute: Ivy Tech Community College of Terre Haute provided Diesel Technology training to the inmates who reside in the Terre Haute Federal Correctional Facility camp for more than 10 years. An average of 30 inmates go through the program in a year and have the option to test for ASE Certifications in brakes, engines, and electrical systems at the completion of their training. This training is delivered onsite by full-time Ivy Tech instructors. The Terre Haute campus also provides an open enrollment schedule for the inmates (trustees) in CDL-A driving school, Welding, and CNC-Machining training. These students come to the Ivy Tech campus for instruction. The Terre Haute Federal Correctional Facility will send up to 10 inmates per course in the open enrollment options per year. To date, 155 inmates successfully completed.

Ivy Tech Community College also partnered with community based adult education providers statewide to provide adult education services. An example is detailed below.

Madison: The Madison campus partnered with community-based adult education provider, River Valley Resources (RVR) to provide IET training at the Madison Correctional Unit (MCU) beginning in 2018. To offer this training, RVR devoted a portion of their IET budget to the provision of the Manufacturing Skill Standards Council -- Certified Production Technician certification (MSSC-CPT) to offenders at MCU and RVR. Ivy Tech leveraged the State's Next Level Jobs funding.

- MSSC: Ivy Tech Madison provided an adjunct to co-teach the course; and, to ensure quality outcomes, also provided the opportunity for a formerly incarcerated offender and a successful MCU MSSC graduate to serve as a supplemental instructor in the course. To date, RVR and ITCC have offered (8) MSSC cohorts (10 students each) with a pass rate of 100% for the full CPT. The success of this program has gained the attention of Mr. Neil Reddy, Chief Executive Officer of MSSC, who states, "Ivy Tech CC in partnership with Madison Correctional Facility (MCF), is changing lives and adding to the much needed skilled workers with the next generation skills and knowledge to be Mfg. 4.0 ready Production Technicians. The ladies at this facility are proving they can succeed well beyond the national average, by attaining pass rates above 90% (national average at 79%). Having visited MCF personally, this advanced manufacturing program of study is exceptional, not only in the dedication of the female students, their success in attaining industry recognized credentials, but also to recognize the employer community engagement, but even more significantly to hear the personal success stories of its graduates. This program is truly an inspiration!"
- CNC NIMS: In Fall 2020 IET services expanded to our CNC machining class. This resulted in a 100% pass rate for all 8 students achieving their NIMS Mill and Lathe certifications.

Prior to COVID, RVR and Ivy Tech planned to launch an MSSC-CLA IET at MCU and have continued conversations about additional IET training that can be brought to MCU

post-COVID.

Statewide: In December of 2017, IDOC contracted with Ivy Tech to provide statewide non-credit training to qualified IDOC offenders housed in seven (7) IDOC facilities. This contract was centrally managed by the Ivy Tech Madison campus and non-credit training was provided by the following local campuses: Anderson, Columbus, Ft. Wayne, Madison, Terre Haute, South Bend and Valparaiso. The price for the following non-credit training programs was centrally negotiated and approved by the IDOC under this contract: Basic Electricity and Motor Controls; Computer Numerical Control (CNC) Machine Technician; MSSC-CPT; and Welding. The type of training and appropriate cohort size was recommended by the local Warden and approved by IDOC Central Office. IDOC Central Office established the policy and process to select offenders for these training programs, in collaboration with Ivy Tech.

Under this contract to date, Ivy Tech served 667 offenders who earned 1,248 certifications. Two of the participating IDOC offenders were recognized in the Governor's State of the State Address (2019 & 2020), raising the profile of IDOC's adult education program and increasing interest from employers statewide to hire qualified, skilled felony offenders. In addition, this partnership between IDOC and Ivy Tech Community was profiled in the U.S. Chamber of Commerce Foundation's magazine, *America Working Forward: Hidden Workforce* (<https://awfmagazine.uschamberfoundation.org/wp-content/uploads/2019/06/America-Working-Forward-Magazine.pdf>); and the Lumina Foundation *Focus Magazine* (Winter 2018) (<https://focus.luminafoundation.org/cultivating-hope-through-education-in-the-hoosier-hills/>)

In addition to the other workforce preparation outlined above, Ivy Tech is able to deliver the newest tools available in career coaching. In alignment with IDWD, Ivy Tech has adopted the WIN Personalized Career Readiness System. Ivy Tech has partnered with IDWD on this new system and it is already in use on all of our campuses. WIN's standards-aligned, web-based programs offer education and workforce entities an engaging and relevant career-driven education and training resource to prepare learners and job seekers for success. The result is higher academic achievement, greater commitment to employability work habits, increased motivation to seek their career path, and true readiness for career success. If awarded, Ivy Tech will utilize this tool with students from IDOC.

Ivy Tech's Career Coaching and Employer Connections (CCEC) is an innovative approach at getting students workforce ready. If chosen by IDOC, CCEC services would be available to all Adult Education participants. CCEC provides services and development to students, alumni, and employers. CCEC combines the efforts of career development and employer engagement to address the needs of both students and employers/workforce in our community. This new strategic approach will emphasize career readiness practices alongside preparation throughout a student's college experience.

Through CCEC, students will do the following:

- Create a career development portfolio: students will create and showcase to employers, a resume, cover letter, LinkedIn profile, work and learn experiences, and the professional network and connections they built with support from their CCEC team.
- Work with a career coach: focused, one-to-one relationship to help the student determine the right steps for their career path that match their values, interests, personality, and skills.
- Connections to employment opportunities: matching students and employers through our Hirelvy Platform.

Ivy Tech is excited about the possibility of working more closely with the IDOC's Last Mile program. Linda Calvin, vice president, School of Information Technology, has had several conversations with IDOC leadership about how Ivy Tech can crosswalk the certifications the offenders earn into additional postsecondary certificate and degree programs offered by Ivy Tech. In addition, Ms. Calvin would like to leverage her personal network and Ivy Tech's network of Information Technology (IT) thought leaders to assist the Last Mile and IDWD's HIRE program in recruiting employers to hire Last Mile graduates.

Given this experience, if selected as the vendor, IDOC can expect that Ivy Tech will provide high-quality adult education services to all 15 adult facilities.

2.4.2 Administration

The Vendor shall provide the necessary corporate administrative functions such as time keeping, payroll, personnel functions, billing tasks, obligations payment, telephone, and fax lines for long distance calls etc., at vendor state and/or regional offices. Additionally, the Vendor shall provide sufficient regional administrative staff to provide effective administration and quality assurance oversight for this contract. The state and regional administrative staff will reside in Indiana full time to be near IDOC Central Office and IDOC facilities. The Vendor shall have in place by the contract start date, the essential administrative personnel, and operational policies and procedures for compliance with contract specifications and administration of the ABE program.

Upon reasonable prior notice, the IDOC may review at the Contractor's offices the employment applications, resumes and personnel files of the personnel during regular business hours. At the request of the IDOC, the Contractor shall provide a list of the names and home addresses and telephone numbers of all personnel.

The Contractor shall provide copies of detailed invoices by facility which include (ABE salaries and benefits, supplies, fees, site management salaries and benefits and professional development).

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Please describe the individual involved and steps to be taken to comply with this requirement.

Ivy Tech agrees to meet and comply with this specification. The contract will be centrally managed at the Madison campus. Madison campus leaders will ensure all corporate administrative functions listed in this specification are provided. All employees under this contract will be trained to use Ivy Tech's "Ivy Time" system for submission of timesheets. Timesheets are electronically routed to supervisors for approval and Ivy Tech's centralized payroll hub will process bi-weekly payroll two weeks in arrears. Administrative employees under this contract will be trained to use Ivy Tech's "Ivy Markets" system for purchasing supplies, including testing materials, under this contract. Ivy Tech's centralized accounts payable hub will process invoices and issue vendor payments.

All state and regional administrative staff on this contract will reside in Indiana full-time to be near IDOC Central Office and IDOC facilities. Ivy Tech plans to hire all administrative positions outlined in Attachment L and is recommending in our budget one additional administrative position to: (1) coordinate both IET and campus-based statewide post-secondary training for offenders served under this contract; and (2) provide career exploration and coaching services to offenders through campuses' Ivy Tech's Career Coaching & Employer Engagement (CCEE) departments and collaborate with IDWD's HIRE program for job placement for offenders enrolled in the adult education program.

Ivy Tech Madison will secure appropriate office space for administrative personnel on this contract at Ivy Tech campus closest to the employee's residence or at the Systems Office in Indianapolis. Ivy Tech administrative staff will meet with IDOC Central Leadership in person, as appropriate, or virtually through use of our collegewide Zoom system.

By the contract start date, Ivy Tech will implement the essential administrative personnel, and operational policies and procedures for compliance with contract specifications and administration of the ABE program. Ivy Tech Madison will be assisted in this process by Systems Office human resources, information technology, sponsored programs, and legal personnel.

Ivy Tech Madison's Human Resources department will provide scanned employment applications, resumes and personnel files, and contact information of staff under this contract during regular business hours, upon request by IDOC personnel.

Ivy Tech Madison's Finance department will provide copies of detailed invoices by facility which include (ABE salaries and benefits, supplies, fees, site management salaries and benefits and professional development).

Ivy Tech Madison prides itself on exceeding our client's needs and providing exceptional customer service and "high-touch" provision of services. If awarded the contract, the IDOC can expect a high level of engagement from Ivy Tech Madison's leadership team.

2.4.3 Staffing –Minimum Staffing Schedule

The Vendor will retain all staff necessary to provide Adult Basic Education services within selected IDOC facilities according to applicable standards. The IDOC highly prefers a staffing proposal that addresses retention, staffing vacancies, and coverage, in a realistic, practical, and thoughtful way.

Due to the importance of maintaining adequate staffing levels, the Vendor shall comply, at a minimum, with the staffing levels set forth in the Minimum Staffing Schedule, see Attachment I. This Minimum Staffing Schedule sets the minimum staffing the IDOC believes necessary for services. The aforementioned notwithstanding, a mutual restructuring of the Minimum Staffing Schedule that is cost neutral shall not be cause for such a renegotiation.

The Respondent shall complete a staffing plan for all facilities in a spreadsheet format that identifies the number and type of staff by facility and program (Literacy, TASC, ELL, Special Education). The plan should meet the expectations of this RFP as described in the minimum staffing IDOCument. The vendor will employ all current staff (licensed teachers, site management or support staff) for a minimum of one-hundred twenty (120) days during which evaluations can be made.

This plan should include any regional management and administrative staff needed to initiate and to continue delivery of the ABE services required in this RFP. The plan must also indicate how substitute teachers will be provided for staff on vacation or other scheduled leave of absence. Upon award of the contract, the Vendor shall provide a final staffing plan for each IDOC facility. Deviations from the proposed plan must be approved by the IDOC Director of Education. The staffing plan will be the basis for staffing throughout the Contract term. This plan will identify the minimum number of management and line staff positions by position title. The IDOC reserves the right to periodically review the Vendor's staffing levels.

Any reallocation of positions that impact the staffing plan will be made by mutual agreement between the Vendor and the IDOC. In the event a mutual agreement cannot be reached, the decision of the RFP shall prevail.

For the purpose of clarity, the Minimum Staffing Schedule set forth in this RFP is the minimum staffing that must be met by the Vendor; however, the Respondent in its proposal may add staffing to this plan as it deems necessary to meet the service, standards, and expectations set forth herein. Any additional staffing plans must include a detailed financial impact statement.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a staffing proposal that provides at a minimum the staffing set forth in the Minimum Staffing Schedule attached to this RFP as ATTACHMENT.

Ivy Tech Madison agrees to meet and comply with this specification. Please see Exhibit 1 for our staffing proposal spreadsheet and organizational chart. Ivy Tech plans to hire all administrative positions outlined in Attachment L and is recommending in our budget one additional administrative position to: (1) coordinate both IET and campus-based statewide post-secondary training for offenders served under this contract; (2) provide career exploration and coaching services to offenders enrolled in adult education and The Last Mile through campuses' Ivy Tech's Career Coaching & Employer Engagement departments and (3) collaborate with IDWD's HIRE program for job placement for offenders enrolled in the adult education program and The Last Mile. The financial impact of this recommendation is included in the Budget Narrative.

Ivy Tech will employ all current staff (licensed teachers, site and regional management or support staff) for a minimum of one-hundred twenty (120) days during which evaluations can be made.

Ivy Tech will provide substitute teachers for staff on vacation or other scheduled leave of absence. Ivy Tech will evaluate the current process for providing substitute teachers and adjust this process as needed.

2.4.4 Staffing – Prorated Vacant Positions

The Vendor shall provide adequate and sufficient education personnel necessary to perform the various services in accordance with the specifications of the State's Request for Proposal (RFP).

For any teaching position remaining vacant for more than 60 days, the vendor will pay to IDOC as liquidated damages a prorated daily amount of the teacher's salary beginning with the 61st day.

The vendor shall submit to the IDOC a monthly staffing schedule which will reflect accurate staffing levels at each facility. This will include staff name, program area taught and contact hours per month. For vacant positions the program content area will be noted and the total working days vacant shall be included.

The Vendor will use all reasonable efforts to fill vacancies. A vacant position is one that is not permanently filled or positions of staff that are on extended medical leave, military leave, or for any other reason the staff filling the position are not present for 60 days or more. The official start date of the vacant position will be considered the actual fill date and the end of the vacancy. Furthermore, the Vendor may not consider an accepted position as filled until the person occupying the position begins their first day of IDOC mandated training. A vacant position will not be considered filled if the Vendor re-assigns existing staff, including staff from the regional office, or uses current staff in excess of a full time equivalent to cover the position.

To temporarily cover vacant positions, the Vendor may use IDOE licensed substitute teaching staff to fill teaching vacancies. Substitute teaching days may not be used to consider a position filled. To ensure

the needs of the inmate population are continually being met; any teacher absent for more than five (5) consecutive educational days shall be replaced with a substitute teacher.

Regardless of staffing payback reimbursements made by Vendor for understaffing, consistent failure by Contractor to meet the minimum staffing schedule set forth in this RFP, or as amended by mutual agreement of the parties, may result in termination of the contract resulting from this RFP.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification including narrative of how it intends to handle vacancies to comply with the specifications set forth herein.

Ivy Tech Madison agrees to meet and comply with this specification including payment to the IDOC a prorated daily amount of the teacher's salary beginning with the 61st day. Ivy Tech will provide time and effort reports on all staff hired under this contract. The report can include staff name, facility, and contact hours per pay. For vacant positions the program content area will be noted and the total working days vacant shall be included. Ivy Tech will make all reasonable efforts to fill vacancies. Ivy Tech Madison's average time to fill full-time positions is 35 days.

Ivy Tech currently uses the PageUp system to maintain job descriptions and post vacancies to start the hiring process. Upon posting a position in PageUp, we have the ability to market it both internally and externally. Internally it is posted to the Ivy Tech jobs website and an internal jobs website that employees have access to. Externally it is posted to Indeed and many other job sites. All applications for the opening are immediately viewable by HR and the designated hiring committee. This allows a quick turn to begin the interview and hiring process. Every step of the hiring process is managed through the PageUp system from interviews, turndowns, new hire paperwork and onboarding.

2.4.5 Staffing – Qualifications

All instructional staff (except ELL and TLM instructors) hired or provided through this contract must be appropriately licensed by the Indiana Department of Education. The Vendor is expected to verify and maintain credentials and current licensure on file in the facility where the individual is performing services and the vendor's main offices. The Vendor is required to submit the names and positions of all new possible hires to the Director of Education or designee prior to an offer. It is the responsibility of the employee providing these services to maintain up-to-date licensure. It is the responsibility of the vendor to review licensure records periodically and communicate upcoming renewals to their staff. Any teacher who allows their license to lapse on July 1, the first day of the current school year, will be subject to a gate-lock and denied entry into IDOC facilities.

ELL instructors must have at a minimum a Bachelor's degree. The vendor will be required to ensure that ELL instructors have or will acquire a nationally recognized English as a foreign language certification.

The Warden has final approval regarding contracted education staff entry to his or her facility to provide educational services.

Before being allowed to work with IDOC incarcerated individuals, including juvenile incarcerated individuals, the Vendor's employees and contracted staff shall be subject to the security clearance policy and procedure of the IDOC. All employees of the Vendor including subcontractors shall undergo a thorough background check (e.g., criminal history background check, including a driver's license check and fingerprinting, sex incarcerated individuals registry check, employment verification, educational verification, license verification, and in appropriate cases Children Protective Services check, credit history check, drug screen or any other screen or check deemed necessary by the Vendor or the IDOC.) Subsequent criminal history background checks shall be completed at least every four (4) years on current contract employees who have contact with incarcerated individuals. Entry to the IDOC facilities will be prohibited unless all staff including regional and administrative staff, have completed a background check. The IDOC will be financially responsible for any criminal/character/personal background check it performs.

The IDOC will retain the right to require the Vendor to exclude from working at any IDOC facility any employee of the Vendor who is deemed incompetent, insubordinate, or objectionable by the IDOC. If the IDOC invokes this right, the Vendor shall remove the employee immediately. The Vendor will agree not to hire or rehire any former employee of the Vendor or previous Vendor, or former employee of the IDOC, who was removed for cause, or resigned with prejudice.

The IDOC reserves the right to refuse entry onto its facility grounds an employee of the Vendor whom it has found to be in violation of the facility's policies and procedures, charged or adjudicated in violation of state law in connection with the employee's conduct toward an offender of the facility, prohibited from working with children pursuant to I.C. 4-13-2-7 et seq. or under investigation for violation of state law in connection with the employee's conduct toward an incarcerated individuals of the facility. If the IDOC invokes this right the Vendor shall remove the employee immediately.

The vendor will provide staff that are prepared to work in a correctional environment and that have the appropriate focus on safety, security, and rehabilitation. Any person performing work under the contract agrees to adhere to all IDOC procedures, policies, and codes of conduct. All staff employed by the Vendor including subcontractors, both full and part time, must abide by the IDOC's dress code.

The Vendor is responsible for all actions and work performed by its subcontractors and all staffing stipulations applicable to the Vendor's staff apply to subcontractors.

Personnel files of all Vendor employees shall be on file at the facility in the site manager's office. IDOC is responsible for providing secure space where the Vendor may maintain these files. When necessary, the Vendor will provide pertinent or demographic information from the personnel files to the Warden or internal affairs staff which is needed to complete an investigation.

The IDOC considers the hiring of education staff to be critical to the goals of safety, security and rehabilitation. Therefore, the Vendor must comply with the following license expectations:

Licensure Requirements

- All ABE instructors will have IDOE teacher and licensing. The respondent will be responsible for providing licensed instructors, as governed by *511 IAC 6.1.3-1(d)*, supported by a model professional development system. The vendor will comply with applicable certification/licensing requirements as it complies with statute and as it relates to all Indiana Department of Education requirements.
- Any certified instructor who does not have a current license as of July 1 at the start of each school year will be expected to be dismissed by the vendor.
- Currently, the Director of Education, IDOC, acts as the liaison between IDOE and the vendor for purposes of initial licensing and renewals. However, any potential vendor must be prepared to work collaboratively with the IDOC in shifting teacher/instructor licensing from IDOC to the vendor(s).

The IDOC encourages any potential vendor against employing subcontractors or entering into subcontracts with vendors to provide services within correctional facilities.

The Vendor must notify the IDOC Director of Education/designee whenever key staff members are on a leave of absence. This includes site, regional and state management staff. The notification must include the dates of the planned or anticipated leave and should identify the staff member who will be covering the key position.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech does not plan to subcontract the provision of adult education services to any other vendor. All employees under this contract will be employees of Ivy Tech Community College. All employees under this contract will meet requirements outlined in this RFP and [IDWD Policy 2015-11, Change 1, Adult Education \(AE\) Professional Qualifications and Development Policy](#).

Ivy Tech will maintain all employee's credentials and current licensure on file in the facility where the individual is performing services and within Ivy Tech's statewide Banner system accessible by Ivy Tech Madison or Systems Office Human Resources' employees. Ivy Tech's proposed Regional Managers and/or Site Coordinators will monitor employees' licensure and credentialing.

Ivy Tech will submit the names and positions of all new possible hires to the Director of Education or designee prior to an offer and coordinating hiring and orientation with the facilities' Warden or designee.

Ivy Tech's statewide Benefits Hub will communicate with the appropriate IDOC representative should any key staff members elect to take a leave of absence. The notification will include the dates of the planned or anticipated leave and Ivy Tech Madison's

Chancellor will communicate to the IDOC the staff member who will be covering the key position.

Ivy Tech has professional, statewide systems designed to recruit and hire qualified employees; re-credential employees; and provide benefits, including leaves of absence. If selected as the IDOC vendor, Ivy Tech Madison will leverage these systems in the management of this contract.

2.4.6 Staffing – Administration/Site and Regional Management

The Vendor shall identify the key corporate staff to be involved in managing the contract. The Vendor must have regional or central capability to supervise, manage, and monitor the ABE program. The Vendor shall employ on site in facilities and at a central or regional location within the state, at a minimum, the personnel in the list below. If the Vendor intends to hire existing leaders or employees to manage the contract the IDOC Executive Director of Education must approve the hire. If the Vendor intends to hire existing staff in certain positions, please indicate such for each position.

Site Management/Regional Management

- An individual with experience in correctional education to oversee all aspects of the contract. The IDOC expects this position to be a Director of Correctional Education.
- One full-time assessments coordinator, who will manage the housing and distribution of high stakes testing material and other educational materials.
- Two regional managers who will provide oversight to the northern and southern regions of the state. (One regional manager must be assigned to coordinate GTL tablet programming as part of their duties)
- One full-time site manager for each facility where full time Adult Basic Education services are provided.
- A minimum of one administrative assistant for each facility where Adult Basic Education services are offered. These individuals must be trained to use the Indiana Department of Workforce Development InTERS system.

The Indiana Department of Workforce Development requires that each facility where ABE services are offered must have 2 (two) individuals trained to use the InTERS system. The administrative assistant shall be one of these individuals, the other may be the site manager, site coordinator or a teacher.

- One full-time Statewide Special Education Coordinator
- A sufficient number of Teachers of Record (TORs), specifically assigned to offenders requiring Special Education Services. This number is variable based on the needs of the offender population.

State, Regional, and Facility Management Plan:

The respondent will detail a plan for managing personnel and activities at the State level, the regional level, and the facility level. This includes site managers and administrative assistants at each site.

The vendor will ensure that salary and benefits for staff are competitive and sufficient to retain staff in the program. The State prefers that staff salaries and benefits are at a minimum, comparable to salary and benefit packages provided by the current vendor.

There is no requirement that the individual schools have an Indiana-licensed principal as a site-manager. All site managers must be approved by the facility Warden and the Education Division of IDOC.

The respondent must detail a plan that demonstrates the capacity to ensure all required documentation is maintained and reported in a timely manner. The academic programs are part of the National Reporting System. Indiana's version of the reporting system is popularly known as InTERS and is maintained by IDWD. The respondent must maintain 100% compliance with the requirements of InTERS. IDOC and IDWD will provide training to vendor staff at no charge. However, the contractor will be responsible for all costs associated with a trainee's salary as well as possible lodging and travel.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should also include with its proposal a proposed staffing plan for the services.

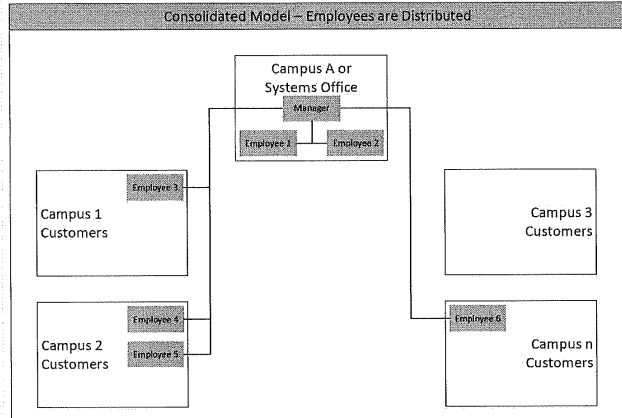
Ivy Tech Community College agrees to meet and comply with this specification. Based on the IDOC's request that the vendor have regional or central capability to supervise, manage, and monitor the ABE program; Ivy Tech Community College is proposing a distributed hub model to provide services to the Department of Corrections Education Division in support of the Adult Education Program. This proposed structure will ensure that Ivy Tech adheres to all program specifications outlined in IDWD Adult Education Policy 2014-04, Adult Education Program Monitoring and Improvement.

Ivy Tech Madison Campus leaders and its Chancellor (a former Adult Education Director for 10 years) will lead the hub. The hub will ensure contract performance and the administration of the program including items such as submission of timely and accurate monthly billings, materials purchases, purchase orders, payroll, and the integrity of instructor credentialing and licensure.

All employees employed under this contract will be assigned Ivy Tech Madison as their "home campus" but employees will be distributed throughout the State in service to the IDOC under this contract.

Ivy Tech Community College has extensive experience working within the distributed hub model as it is used as the current model for the overall College operations, specifically in functional areas of Public Safety and Preparedness, Business Affairs, Financial Aid/Veterans Affairs, Human Resources, Marketing, Payroll, Student Records, Disability Support Services, Diversity, Equity and Belonging, Facilities, Grants, K-14, and Testing Services.

The hub model is used to ensure operational efficiencies and program integrity is at the statewide level while providing local teams the autonomy and flexibility to run the day to day operations. The model we are proposing is similar to the distributed example below.



As outlined in Minimum Staffing Requirements, Attachment L of this RFP, Ivy Tech plans to hire a Director of Correctional Education who will be assigned to be accountable for the implementation and execution of the ABE program across the state. Two regional managers, one supporting northern Indiana and the second supporting southern Indiana, will ensure the quality and integrity of the program. Local site directors or site coordinators will ensure proper execution of the program for each of the correctional facilities, for example, appropriate professional development materials, text books, and supplemental materials in order for the instructors to perform their responsibilities.

Ivy Tech will use the 120-day period to evaluate the existing employees serving in the administrative roles detailed in the previous paragraph. As part of the evaluation process, Ivy Tech will seek feedback from the IDOC Adult Education Director on the performance of these employees. Ivy Tech is willing to make an offer of employment to any existing administrative staff member who has met IDOC expectations under the previous contract, demonstrates the appropriate leadership competencies necessary for the position at Ivy Tech Community College and qualifies for employment at Ivy Tech Community College. Ivy Tech believes that the proposed salary and benefits for staff in this response are competitive and sufficient to retain staff in the program.

Ivy Tech will maintain 100% compliance with the requirements of InTERS and the proposed budget includes costs associated with a trainee's salary as well as possible lodging and travel

to receive INTERS training from the IDOC. As required in the RFP, each facility where ABE services are offered will have 2 (two) individuals trained to use the InTERS system. The administrative assistant shall be one of these individuals, the other may be the site manager, site coordinator or a teacher.

2.4.7 Staffing - Staff Training

All staff employed by the Vendor must be provided with new employee orientation including orientation to the Facility, orientation to the health services area to which the staff member is assigned, and orientation to the staff member's position. All staff employed by the Vendor shall receive culturally competent in-service training. New Employee Orientation should include a training program for employees new to corrections on appropriate interaction in a correctional environment, including training on the following:

- Prohibitions against fraternization.
- Improper relationships with incarcerated individuals.
- Trafficking.

All staff employed by the Vendor, and Vendor's contracted staff who have incarcerated individual contact, including contact with student, must receive an initial 40 hours of pre-service training (in addition to new employee orientation), two (2) days of Personal Protection training, and all required E-Learning training modules during their first year of employment and 40 hours of in-service training each year thereafter. The first 40 hours of Pre-Service training may be completed on a self-study basis at the discretion of the IDOC. Personal Protection training cannot be completed via self-study. The Vendor is required to complete two (2) days of the IDOC *On the Job* (OJT) Training and complete the remaining required 80 hours of OJT Training by the vendor specific OJT Program and provide documentation (Contractor Spreadsheet Checklist) to the assigned facilities Quality Assurance Manager for signature and then sent to the assigned facility's training Coordinator upon completion for training credit. All training will be provided at no cost to the vendor, but the vendor is to be solely responsible for the hourly wages or salaries of its employees while in training. Vendor's employees, who fail to successfully pass the test given for self-study, will be required to attend the same training in a classroom setting. Any employee of the vendor who has previously completed any of the required first year training will not be required to repeat the training, unless so desired by the Vendor.

All vendor employed staff with direct contact with incarcerated individuals, must be certified in CPR/AED through an accredited organization such as the American Heart Association, Emergency Care and Safety Institute, or the Red Cross. Vendor is required to purchase their own Certification Cards at no cost to the IDOC for certification. The IDOC does provide this training to all vendor and contract staff if requested.

The vendor shall adhere to any and all changes deemed necessary by the IDOC based on the needs of the department.

Anyone who administers TABE testing will be required to attend TABE training on an annual basis.

Anyone who administers the TASC assessment will be a certified examiner. IDOC requires a sufficient number of examiners to permit a coherent, regular assessment schedule. The certified examiners will meet all requirements as published by the TASC vendor, the IDOC, and other state agencies.

IDOC provided training will be provided free of charge to the Vendor, but the Vendor will be responsible for all per diem costs, travel, and salary of Vendor's employees who attend the training.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech agrees to meet and comply with this specification. Several employees of Ivy Tech Madison, including the Chancellor, and select employees statewide have successfully completed IDOC-related training described in this RFP and have recertified annually as part of our partnership with River Valley Resources and Madison Correctional Unit. It is important that all employees under this contract be appropriately trained in order to successfully be integrated in the workings of an IDOC facility.

Ivy Tech Madison's Human Resources Director and each site coordinator/manager will collaborate with each IDOC Warden or designee to schedule in-person employee orientation and cultural competency training at each facility for adult education staff. Having experienced this training previously, the leadership of Ivy Tech Madison will not require stand-alone training, but will support the integration of adult education employees into existing training opportunities offered by the facility for correction officers or new hires.

As appropriate, Ivy Tech Madison will require adult education employees complete two (2) days of the IDOC *On the Job* (OJT) Training and complete the remaining required 80 hours of OJT Training by the vendor specific OJT Program and provide documentation (Contractor Spreadsheet Checklist) to the assigned facilities Quality Assurance Manager and Training Coordinator.

Ivy Tech will support annual e-Learning training, as deemed appropriate by the IDOC. Ivy Tech will use IDOC's Learning Management System (LMS) to offer this training OR will offer to upload this training into Ivy Tech's LMS (IvyLEAD) for the purposes of assuring each contracted employee completes the training by a due date mutually agreed upon by the IDOC and Ivy Tech Madison.

All new employees to Ivy Tech complete the following required e-Learnings:

- New Employee Orientation
- New Employee OSHA Bloodborne Pathogens
- Title VII: Harassment Prevention
- Title IX Sexual Misconduct Awareness and Prevention
- Handling Sensitive Information
- Safety Awareness
- Diversity: Inclusion in the Modern Workplace

- Information Security

These e-learnings are required to be completed on an annual basis. If approved by the IDOC, Ivy Tech will offer all appropriate employees CPR/AED training through our statewide non-credit training offerings. Ivy Tech hires Red Cross certified instructors to provide this training. Ivy Tech will consider the cost of this certification training as "Maintenance of Effort" in support of this contract.

Ivy Tech will institute a "Train the Trainer" model to administer TABE training on demand and as needed. Key leadership positions will be trained by IDWD and IDOC and will be responsible to provide this training to those they supervise. In addition, Ivy Tech Madison will create a course in Canvas/Ivy Learn to serve as an on-demand training. All contracted instructors will be enrolled in this course automatically.

Ivy Tech will employ certified TASC assessment examiners. If selected as the vendor, Ivy Tech Madison's Testing Center Director will propose to the statewide hub that more Ivy Tech campuses be certified to administer the TASC test, thus providing a system of statewide certified proctoring for IDOC facilities and community-based adult education sites. Currently, five Ivy Tech campuses are approved for TASC test administration -- Bloomington, Madison, Evansville, Sellersburg, and Tell City. Ivy Tech's hub model will facilitate the scale up of the effort to approve additional sites throughout the state.

If selected as the Vendor, Ivy Tech will provide all training outlined in the RFP. In addition, adult education staff under this contract will have the same benefits as all other Ivy Tech employees. Those include:

- Access to Ivy Tech's [LinkedIn Learning](#) library of 7,500 courses and videos sorted into 34 different categories.
- Tuition waiver for Ivy Tech academic courses for the employee at any of the 40 Ivy Tech campuses or sites statewide OR their immediate family members, for example, a dependent dually enrolled in an Ivy Tech course while enrolled in high school. This benefit is capped at 12 credit hours for the employee and 15 credit hours for dependent or spouse.

2.4.8 Staffing - Recruitment and Retention and Minimum Salary Requirement

The Vendor shall have the responsibility for determining the compensation, terms and conditions of employment or engagement and benefits of, and for paying all compensation and other benefits to the personnel. Hourly rates of compensation for each category of personnel, including independent Contractors, shall be submitted to the IDOC on an annual basis. IDOC staff may act as advisors to the Contractor in determining compensation and benefits.

The IDOC desires a stable and effective workforce through the effective recruitment of professionals, the expedient replacement of professionals when vacancies occur, and greater retention of professionals once hired, thereby resulting in greater stability in the Vendor's performance.

In the event the Vendor hires education staff from staff currently employed and assigned to the IDOC education contract by the current vendor for educational services, the Vendor shall pay the employee

no less than the most current salary the employee was paid by the current vendor for educational services. This requirement is limited to employees hired by the Vendor (Respondent to this RFP) during the period three months immediately before or immediately after the contracted start date of the contract resulting from this RFP and only applies if the Vendor is hiring the employee to fill the same position it did for the current vendor under the current contract. The minimum salary shall include the same PTO (paid time off).

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. The Respondent shall respond and describe the ways in which it will ensure a stable and effective workforce to service the needs of this proposal, such a description should address items including, but not limited to, Salary, Benefits, PTO, Vacation time, Flexible Work Schedules, Continuing Education, Work/Life Balance initiatives and other benefits offered to retain staff. Respondent must include a list of the minimum salaries and benefits it will pay for the professional medical positions listed herein for staff providing services under this contract. This list should follow the template in ATTACHMENT M in the attachments to this RFP.

Ivy Tech Community College agrees to meet and comply with this specification. Please see Attachment M for a list of the minimum salaries and benefits Ivy Tech Community College will pay for the professional educational positions listed under this contract.

As is stated in Goal 5 of Ivy Tech Community College's Strategic Plan, Ivy Tech wants to become known as a great place to work. Ivy Tech Community College faculty and staff are our most critical resources. They enable student success, respond to employer needs and help Ivy Tech make a difference within their communities. It is incumbent upon the College to recruit and retain high-performing talent, provide venues for creativity and increase innovation.

Goal 5 is being driven by the following strategies:

Strategy 5.1 - Increase retention of high-performing, diverse, and talented employees.

Strategy 5.2 - Foster creativity and increase innovation in faculty and staff.

Strategy 5.3 - Recruit high-performing, diverse, and talented employees.

Strategy 5.4 - Build a world-class adjunct faculty model.

Strategy 5.5 - Improve communication among employees.

Ivy Tech offers a host of benefits to each full-time employee including health care (medical, dental, vision, flexible spending accounts); disability and life insurance options; financial and education counseling through Your Money Line; retirement programs (403b); and generous time off, including sick leave, vacation and other. As was previously mentioned in 2.4.7, Ivy Tech offers educational assistance in the form of tuition assistance and tuition waiver programs as well as job-related professional development. Please see Exhibit 2 -- Full Time Benefits Overview.

2.4.9 Article 7: Special Education

The respondent will detail a plan for complying with Indiana’s Article 7 in providing services and materials to eligible students with disabilities. The respondent is obligated to provide or pay for services that are considered special education or related special education services for those eligible students enrolled in educational programs. This includes academic and career technical programs. The respondent will provide the student with services based on an Individualized Education Plan (IEP). The respondent will detail the number of proposed licensed teachers with special education endorsements.

The vendor is obligated to continue the partnership between the IDOC and The Learning Connection and the Indiana Individualized Education Program Resource Center (IEPRC). IEPRC provides the Indiana Individual Education Plan web-based platform for IDOC schools as well as resources, professional learning opportunities and technical assistance. The vendor will provide sufficient staff to provide on-time reports as required by IDOE and IDOC as well as staff to conduct legally-constituted case conferences both on-site and remotely.

The IDOC cautions any potential vendor to carefully consider the legal obligations involved in providing special education services in an adult facility to individuals enrolled in academic and CTE programs. The vendor will have the primary responsibility of complying with IDEA and Indiana’s Article 7 as applied to incarcerated adults. Thirty-percent of the incarcerated adults under the age of 22 have previously received services as a child with a disability while attending the last public school of record. The vendor will be obligated under the contract terms to not illegally discriminate against any inmate based on disability.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification to provide services and materials to eligible students with disabilities. We understand that 30% of incarcerated adults under the age of 22 have previously received services as a child with a disability while attending the last public high school of record.

Ivy Tech also provides services to adult students with disabilities. The Offices of Disability Support Services (DSS) provide assistance to students who qualify for reasonable accommodations under the Americans with Disabilities Act (ADA) and Sections 504 and 508 of the Rehabilitation Act. Reasonable accommodations may be granted, based upon verification with appropriate documentation, for chronic illnesses, neurological conditions, learning disabilities, psychiatric illnesses, mobility impairments, and other conditions or impairments that limit one or more of life’s major activities.

College staff will not discriminate against any inmate based on disability.

2.4.10 Materials and Supplies

IDOC assumes the financial liability of obtaining and paying the vendor for high stakes assessment materials.

The vendor(s) must provide sufficient materials and supplies to all teachers and classrooms that are of sufficient quality and quantity for the purpose of supporting the program. Replacement equipment tools and supplies obtained by the vendor, consistent with course educational requirements and budgets, shall be delivered to and stored at IDOC facilities in a manner consistent with IDOC policies and procedures.

The Department will not provide any supplementary funding from the Department's budget or the facilities' budget for such items as expendable supplies, instructional materials and textbooks, as well as the basic supplies associated with the delivery of services.

The vendor(s) must provide the Department on a quarterly basis an accounting of supplies and materials purchased by program and facility.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification. Please describe your program to manage quality of care by using clinical quality metrics.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech Administrative employees under this contract will be trained to use Ivy Tech's "Ivy Market" procurement system for purchasing supplies, including testing materials, necessary for provision of services under this contract. Ivy Tech Regional Directors, Assessment Coordinator, and others will receive budget training and can pull reports to see expenditures at any time. Vendor payments will be handled by the centralized accounts payable department in a timely manner. Ivy Tech Madison's Finance Department will produce quarterly reports accounting for supplies and materials purchased by program and facility. Monthly budget reconciliation will be processed comparing expenditures to ensure sufficient supplies and materials are provided for student success. See below for sections of the financial management manual applicable to purchases of materials and supplies through the college's procurement system.

I. Purchasing Process

A. Prepare Purchase Requisition for Approval in the College's E-procurement System

The College's preferred method for purchase order generation is the College's e-procurement system, and all purchase order documents are linked to their

accompanying purchase requisition. Documentation of approvals is recorded in the system and is available for review at any time.

The College's e-procurement system purchase requisition should be prepared by the requisitioner.

The purchase requisition is required to be completed to obtain approval for all purchases before a purchase is made, and before a purchase order is issued. Orders should not be placed with the suppliers until the purchase requisition is completely approved in the College's e-procurement system.

<http://www.ivytech.edu/fmm/section-m/m-v.html> Documentation supporting the purchase should be attached to the College's e-procurement system requisition.

The College must take all affirmative steps to assure that minority-owned businesses, women-owned businesses, veteran-owned businesses, and labor surplus area firms are used whenever possible. These steps include;

1. Identify and include in solicitations multiple qualified, certified diverse businesses, including Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) and Veteran's Business Enterprises (VBEs), collectively referred to as XBEs.

2.4.11 DWD Funded Positions

The continuation of the IDWD-funded positions is totally contingent upon approval on an annual basis from IDWD. These positions are employees of the vendor and the vendor shall submit a separate monthly invoice equal to actual salary and benefits with an allowance for a management fee. There are currently 6 IDWD funded positions.

The Respondent shall respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech Madison will submit a separate monthly invoice equal to actual salary and benefits to IDWD.

2.4.12 Professional Development

The IDOC requires that the successful vendor cooperatively work with the IDOC to provide professional development programs. The IDOC wishes to work with the vendor to put in place a systematic, collaborative process to ensure that all teachers in all programs provide instruction, curriculum, and assessments that are aligned to the purposes of Departmental schools and current evidence-based research. PDP opportunities are subject to review and approval by IDOC central office, and the contractor shall allow the IDOC, at the IDOC's discretion, to provide input and resources to complement, augment, or support PDP opportunities. All IDOC educational staff will attend the DWD-sponsored annual training.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech will comply with IDOC requirements related to professional development and the IDWD Policy 2015-11, Change 1, Adult Education (AE) Professional Qualifications and Development Policy.

As outlined in the IDWD policy, Ivy Tech's teachers and instructional aides working nine (9) or more hours per week in AE will complete a minimum of one (1) IDWD Adult Education sponsored professional development (PD) initiative annually. Ivy Tech's administrative staff will attend Adult Education Director Meetings, as appropriate. As required by IDOC in this RFP, all educational staff will attend the IDWD-sponsored annual training. Ivy Tech has budgeted for these expenses under Professional Development in the budget.

Ivy Tech will work with the IDOC to provide professional development programs. As appropriate, Ivy Tech will engage our Talent Development department professionals in the creation of a systematic professional development process that ensures all teachers in all programs provide instruction, curriculum, and assessments that are aligned to the purposes of departmental schools and current evidence-based research.

As Ivy Tech employees hired under this contract will have access to leadership and skills training offered by Ivy Tech's Talent Development Department. Ivy Tech leaders suggest that the Director and Regional Directors enroll in and complete Simplex Training. Simplex is a creative problem solving process used across the College to solve complex problems.

2.4.13 Other Staff Training

All members of the vendor's staff regardless of job classification shall adhere to the Department's training schedules. If the training requires off-site training, the Department will provide the training at no charge but the vendor is responsible for all other expenses associated with the training such as pay, travel, lodging, and per diem.

All newly employed personnel are required to attend IDOC training. The IDOC will provide all training necessary for personnel to work at Indiana Correctional Facilities. The vendor understands that they are responsible for wages that occur during the training period. Further, the vendor understands that all vendor staff will be approved by the facility Warden and Director of Education.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification. Please see response 2.4.7.

2.4.14 Financial Management

The Vendor shall maintain all fiscal records in accordance with generally accepted accounting principles (GAAP). The Vendor shall maintain accurate control of payments; perform internal audits, and process provider payments, refund checks, adjustments and recoupments.

IDOC and its duly authorized representatives shall have access to such fiscal records and other books, IDOCuments, papers, plans, and writings of the contractor that are pertinent to this contract to perform examinations and audits and make excerpts and transcripts.

The Vendor shall retain and keep accessible all such fiscal records, books, IDOCuments, papers, plans, and writings for a minimum of five (5) years, or such longer period as may be required by applicable law.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech Community College maintains all fiscal records in accordance with generally accepted accounting principles (GAAP). Ivy Tech will retain and keep accessible all such fiscal records, books, IDOCuments, papers, plans, and writings for a minimum of five (5) years, or such longer period as may be required by applicable law. Per college policy Ivy Tech is to maintain

records for seven (7) fiscal years plus current fiscal year unless otherwise noted as an exception, as organizational policy.

Below is college policy documentation included in the financial management manual.

SECTION D: RETENTION OF RECORDS

A. Statement of Policy

Federal and state laws, regulations of federal and state agencies, the requirements of accrediting and other external agencies, and prudent management practices govern the retention and disposal of the College's financial records. College records must be retained appropriately and disposed of in a timely manner to meet the requirements of external regulations.

The College's policy is to maintain records for seven fiscal years plus current fiscal year unless otherwise noted as an exception. Supporting documentation, including but not limited to, invoices, requisitions, bids, quotes, receipts, etc., must be retained according to the retention schedule specified with/for each financial document. In the event of conflicting retention requirements, the longest period of time will prevail.

2.4.15 Supplies and Equipment

The Vendor shall be responsible for all supplies and equipment necessary to provide educational services delivery. Additionally, the Vendor must maintain inventory information on all supplies and equipment the IDOC provides.

The IDOC will provide and maintain all facility computers and monitors, but will require the vendor to reimburse it for all costs associated with maintaining and upgrading these computers. The IDOC refers to these costs as the "seat charge." The Vendor shall make this reimbursement by credit memo with the actual amount based on the number of computers it uses for the previous month. The specifications as to what the IDOC will provide and what the Vendor will be responsible for is set forth below. The Respondent should indicate in its proposals that it agrees to be responsible for such reimbursement.

- The Vendor will be required to reimburse the IDOC its SEAT charge, or maintenance, cost for all computers, which is currently \$70.32, plus \$25.45 for security support based on FY20 rates. This rate is evaluated and published by the Indiana Office of Technology (IOT) every fiscal year beginning July 1st. Any rate changes (increase or decrease) will be applied for the calendar year.

The IDOC shall be under no obligation to provide any additional equipment except as Vendor and the Department may agree in writing. If the Vendor is provided equipment by the IDOC, the equipment shall

become the sole and exclusive property of the Department upon termination of the contract. Each State-owned item is to be conspicuously identified with State I.D. # (tag). The Vendor will provide the Department with a continually updated listing of equipment that it provides at any facility or location. This list is to include a sufficient description so that each item can be distinctly identified; it shall include the type of equipment, brand, model, serial number and location by room and facility designation, as appropriate. The Vendor will assist the Department in its annual inventory of educational equipment located within each facility's school. This inventory will be done on an annual basis. If the term of the contract expires or is terminated, the Vendor agrees that when the Vendor leaves, the State-owned equipment provided to the Vendor for use will be in as good condition/working order as when it was received. In the case of riot or natural disaster, the Department shall replace equipment that is destroyed or becomes inoperable as a result of said riot or natural disaster. The Vendor shall establish and maintain an equipment database. At a minimum the database will include:

- Inventory item by description
- Serial no of equipment if available
- State of Indiana asset tag number

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech will comply with this requirement. We will provide appropriate supplies and equipment necessary to deliver educational services and maintain an inventory of equipment, by site location. The inventory lists will include type of equipment, brand, model, serial number, and location by room and facility designation. The College will provide IDOC with the appropriate seat charger per computer. We acknowledge that equipment provided through this contract is the property of IDOC and each piece will be identified with a state ID tag.

2.4.16 Administrative Responsibilities

The Vendor shall prepare and participate in external reviews, inspections, and audits as requested and shall participate in the preparation of responses to internal or external inquiries, correspondence, or grievances. The Vendor shall develop and implement peer review and plans to address or correct identified deficiencies.

The Vendor shall comply with the policies, procedures, directives, and practices of the IDOC in dealing with offender grievances or complaints regarding any aspect of the educational delivery system. The Vendor will process all grievances in accordance with the IDOC policies and procedures.

The IDOC Director of Education or designee reserves the right to review and approve policies and procedures of the Vendor in any areas affecting the performance of its responsibilities.

The Vendor shall be responsible for maintaining ACA accreditation files relating to education standards and for ensuring that documentation is provided to the ACA accreditation manager by the specified deadline.

In Juvenile facilities, the Vendor shall provide information required by the OJJDP in maintaining the Performance Based Standards.

The Vendor shall be responsible for ensuring that its staff reports any problems and/or unusual incidents to the IDOC Director of Education or designee. This includes but is not limited to academic, security-related, and personnel issues that might adversely impact on the delivery of educational services. Transparency and two-way communication are imperative.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification.

In addition to complying with IDOC policies and procedures stated within this RFP, Ivy Tech maintains the following appropriate procedures:

Student Complaint Procedures

- A. Complaints Against Members of the College Faculty or Staff: When a student believes he/she has a legitimate general complaint against the College, faculty or staff, he/she should make an appointment with that individual to discuss the matter. This process must be initiated within fourteen (14) calendar days of the incident. The student and the College, faculty, or staff should make every effort to resolve the issue. It is expected that most, if not all, misunderstandings can be resolved at this level.

If the issue is not resolved, the student can express his/her complaint in writing to the individual's supervisor. If the issue is not resolved to the student's satisfaction by the supervisor, the student may submit his/her complaint, in writing, to the Campus Student Affairs Officer or designee.

The Campus Student Affairs Officer or designee will attempt to resolve the complaint or determine a course of action, if appropriate. If the student disagrees with the outcome of his or her complaint, then he/she may submit his/her complaint in writing to the Chancellor. The Chancellor will review and attempt to resolve the complaint and determine the next course of action. The resolution enacted by the Chancellor is final.

- B. Student Appeal of a Grade: The grade appeal process is outlined in the Academic Support and Operations Manual (ASOM) Policy 4:18.
<https://www.ivytech.edu/files/4.18-Grade-Appeals.pdf>

- C. **Complaints of Sexual Misconduct, Including Sexual Harassment, Against any Member of the College Community:** Complaints of sexual misconduct against a student or a faculty or staff member can be made to the College or Campus Title IX Coordinator and will be addressed in accordance with the Student Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures (ASOM 9.2). The names and contact information for the College and Campus Title IX Coordinators as well as the Student Equal Opportunity, Harassment, and Nondiscrimination Policy are available at <https://www.ivytech.edu/prevent-sexual-violence/index.html>.
- D. **Complaints Against Member of College Faculty, Administration, or other College Employee Involving Discrimination:** Complaints of discrimination, including harassment, based upon age, race, color, sex, gender, gender identity, religion, marital status, national origin, disability, or veterans' status by a student against a College employee should be processed under the complaint procedures for discrimination. Such complaints can be made through the College Incident reporting system found on MyIvy or by reporting directly to the Campus Student Affairs or designee and will be addressed in accordance with the Student Equal Opportunity, Harassment, and Nondiscrimination Policy and Procedures (ASOM 9.2).
- E. **Complaints Against Other Students:** A student who believes that his or her rights have been violated by another student should ordinarily attempt to resolve the matter by making an informal complaint to the student involved.

If the student is unable to resolve the matter on an informal basis, the student may file a formal complaint with the Campus Student Affairs Officer or designee under the procedures of this code concerned with personal misconduct of students. The student should consult with the Campus Student Affairs Officer or designee concerning these procedures.

“See Something Say Something” Training

This training, to be offered annually through the College’s Public Safety and Emergency Preparedness department, will remind all employees to be vigilant in reporting any problems and/or unusual incidents to their Supervisor or member of the Ivy Tech Madison leadership team.

2.4.17 Required Meetings

The contractor and the IDOC shall meet quarterly to review the outcomes related to this contract. These meetings are mandatory and will include IDOC Education Division staff and vendor state and regional management.

Regional vendor management will meet monthly with facility wardens or their designee.

IDOC will periodically conduct audits of facility education programs in person and remotely. A school walk through will be conducted at a minimum of once a year.

At the Warden's discretion site management is expected to participate in facility head meetings at least once per week.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech Madison's Chancellor and Education Director will meet quarterly with the IDOC to review the outcomes related to this contract. Ivy Tech welcomes open dialogue between Ivy Tech Adult Education leaders and members of the IDOC Education Division to ensure Ivy Tech exceeds IDOC expectations. Ivy Tech will task Regional Managers to meet monthly with facility wardens or their designee.

Ivy Tech will schedule school walk through or audits annually or as requested by IDOC. Ivy Tech certainly supports Site Coordinators participation in facility head meetings, as approved or requested by each facility Warden.

2.4.18 Reports/Measurable Outputs/Reports/Performance Measures

The Contractor will provide the State an annual needs assessment for the offender population at each facility and the educational plan to meet those needs. The Contractor and the State will collaborate to establish the expected outcomes for the system, the facility, the program, and the teacher. The outcomes will include Adult Basic Education outcomes based on the Performance Targets established by the Adult Basic Education state office as part of the State's overall goals as well as the IDOC specific Performance Targets.

The expected outcomes also include credit time applications for the completion of the contractor provided programs of literacy, HSE/TASC, and vocational programs.

The Contractor and the State will establish minimum pass rates for the literacy and HSE.

The Contractor and the State will create an annual reporting template based on the contract terms for each of the schools based on the agreed upon outcomes. For those schools performing below standard, the Contractor and the State will have an agreed upon plan in place for purposes of improvement and remediation for the site manager and licensed staff.

The vendor will prepare and report on an annual basis the program's performance against the mutually-developed goals and objectives of the programs.

The vendor is expected to work with IDOC to maintain and expand its research-based endeavors to identify best-practices within all areas of the education programs.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification. Respondent should provide a narrative, along with any supporting documentation, of how it proposes to meet this specification.

The report details set forth in this specification are critical to achieving state expectations and goals. Please review each field requested above and indicate your institutions ability to provide the level of reporting detail described above. Please also describe, in detail, how you intend to generate all the fields listed above (for example – if you have reporting systems that will generate these reports of if you plan to do them manually, the individuals involved in the data collection process, etc.) Please provide sample reporting as a separate exhibit.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech has overlaid specific metrics for each campus for each of its college-wide Strategic Plan Goals. Ivy Tech will create metrics dashboards in Tableau or a similar business intelligence model.

If awarded this contract, Ivy Tech Madison would welcome the accountability of metrics set in collaboration with the IDOC. Ivy Tech would plan to communicate a breakdown of system metrics to each facility, program, and teacher, ensuring accountability throughout the entire staffing structure.

Ivy Tech agrees to outcomes that include ABE Performance Targets established by IDWD and IDOC specific Performance Targets; including credit time applications for the completion of the contractor provided programs of literacy, HSE/TASC, and vocational programs; and minimum pass rates for the literacy and HSE.

Ivy Tech will coordinate with IDOC and IDWD to create an annual reporting template based on the contract terms for each of the schools based on the agreed upon outcomes. For those schools performing below standard, Ivy Tech will coordinate with IDOC and IDWD to create a performance improvement plan.

Ivy Tech will prepare and report on an annual basis the program's performance against the mutually-developed goals and objectives of the programs. The report will include student and employee metrics presented in an agreed upon format -- narrative, presentation (slide deck), and/or dashboard format.

2.4.19 Confidentiality – Trade Secrets

Any contract resulting from this RFP will be considered public record and subject to disclosure to the public. If the State receives a public records request that relates to information or documents in the possession of the State related to Contractor's (or any Subcontractor's) intellectual property, trade

secrets, or other proprietary rights, the State shall promptly forward such request to Contractor for response. Contractor shall designate in writing which of those IDOCuments, if any, Contractor considers Confidential Information or otherwise excepted from public disclosure requirements and state with specificity the factual or legal basis for objecting to the disclosure of such documents. Contractor agrees and acknowledges that only information falling within a specific exemption permitted under IC 5-14-3-4 shall be designated as Confidential. Contractor shall mark each page of a document considered to be Confidential Information as "Confidential" or a similar designation. The State shall promptly review the basis for Contractor's claim of confidentiality, and shall not disclose the documents subject to Contractor's claim if the State concurs with such claim, provided that if the State determines that its obligation under public access law requires such disclosure, the State shall promptly notify Contractor of such determination and will not make such disclosure if Contractor (or a Subcontractor) obtains, prior to the expiration of the applicable timeframe to respond to such request, either an opinion from the Indiana Public Access Counselor that such disclosure is not required or a protective order or other relief from any court of competent jurisdiction in the State of Indiana preventing such disclosure.

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification.

Ivy Tech Community College agrees to meet and comply with this specification. We will comply with public records laws while maintaining confidentiality.

2.4.20 MEDIA RELEASES

The Contractor or Contractor's personnel shall not issue press or media releases regarding programming, the IDOC or the contract, except through the designated staff in the IDOC Commissioner's office.

2.4.21 Implementation

The IDOC is currently under contract for all its educational services (comprehensive) from a single Vendor, under a contract that expires on June 30, 2021.

The Vendor must have all Adult Basic Education services in place at the start of the contract resulting from this RFP and shall state in its proposal how this will be accomplished through a written implementation plan. The implementation plan should indicate how the Respondent will ensure an orderly and efficient start up and transition from the current Vendor. Considering the rapid implementation required, the Respondent must include in its implementation plan the following sections:

- Key steps
- Timeframes
- Target Dates
- Responsible Parties
- Status
- Comment Section

The Respondent should respond to this specification with a statement that it agrees to meet and comply with the specification.

The Respondent should additionally provide a narrative describing how it will meet this specification and include an implementation schedule that indicates how Respondent will ramp up and implement services to coincide with the expiration date of the current contract. If Respondent, cannot meet such implementation date, it should indicate the next best date when services can be implemented, along with a proposed schedule for full implementation.

Ivy Tech Community College agrees to meet and comply with this specification. Ivy Tech proposes the following implementation plan in Exhibit 3 -- Implementation Plan.

Key Steps:

Program Management: 4-6 months.

1. Ivy Tech Madison Chancellor and IDOC Adult Education Director will establish lines of communication and schedule frequent communication (example, weekly "huddle."). Purpose of these huddles are to discuss transition progress:
 - a. Status of key steps within implementation plan.
 - b. Communicate any resignations or offers of employment (before they are made).
 - c. Schedule appropriate IDOC or IDWD training for key employees, as needed throughout the transition period.
 - d. Establish adult education program metrics to be communicated after July 1, 2021.

Responsible party: Ivy Tech Madison Chancellor/Madison Director of Human Resources/Madison CCEC Executive Director; Madison Executive Director of Finance.

2. Review program performance with the IDOC Adult Education Director and leadership and create SWOT analysis to inform Ivy Tech about strengths and weaknesses of program and potential program improvements based on the adult education and corrections environments. IDWD leadership could also be invited within this step, as appropriate.

Responsible party: Ivy Tech Madison Chancellor/Madison Director of Human Resources/Madison CCEC Executive Director; Madison Executive Director of Finance.

3. Review program performance with each Warden and create SWOT analysis to inform Ivy Tech about strengths and weaknesses of program and potential program improvements based on the adult education and corrections environments.

Responsible party: Ivy Tech Madison Chancellor/Madison Director of Human Resources/Madison CCEC Executive Director; Madison Executive Director of Finance.

4. Review program performance with current key employees (Director of Correctional Education; two Regional Correctional Education Managers; Assessment Coordinator; and statewide Special Education Coordinator) and create SWOT analysis to inform Ivy Tech about strengths and weaknesses of program and potential program improvements based on the adult education and corrections environments.

Responsible party: Ivy Tech Madison Chancellor/Madison Director of Human Resources/Madison CCEC Executive Director; Madison Executive Director of Finance.

5. Review system, program/school and teacher performance metrics with each appropriate current key employee including the Director of Correctional Education; two Regional Correctional Education Managers; Assessment Coordinator; and statewide Special Education Coordinator.

Responsible party: Ivy Tech Madison Chancellor/Madison Director of Human Resources/Madison CCEC Executive Director.

6. Meet with The Last Mile representatives to understand program delivery and performance outcomes.

Responsible party: Ivy Tech Vice President of School of Information Technology/Ivy Tech Madison Chancellor/Madison CCEC Executive Director.

7. Provide budget training to key contract management employees.

Responsible party: Ivy Tech Madison Executive Director of Finance.

People Management: 120 days from notification by IDOC.

8. Transition every current employee to Ivy Tech Community College as a temporary employee for the agreed upon 120 day period.
 - a. Process appropriate new hire paperwork and enroll employees into Ivy Tech e-learning modules and training.
 - b. Schedule and conduct new hire virtual orientation sessions designed to communicate how crucial incumbent retention is to the ongoing success of the IDOC adult education program.
 - i. Describe transition procedures and timelines as agreed upon by Ivy Tech and IDOC.
 - ii. Schedule regular communications to ensure personnel understand the mission and vision of Ivy Tech; the "why" of their work and their

continued role in the contract.

- iii. Describe Ivy Tech's Incentive programs, compensation and benefits, career advancement, and professional development opportunities.

Responsible parties: Ivy Tech Madison Chancellor and Director of Human Resources with assistance from Ivy Tech's Strategy and Change Management department and Human Resources' statewide Payroll and Benefits Hubs.

- 9. Conduct an initial virtual welcome Zoom conference call with all employees. Welcome the team to Ivy Tech and conduct a "get to know you" session. In addition, the Director of Correctional Education and the Regional Managers would schedule joint face-to-face site meetings within the first 120 days. These sessions with each Site Coordinator/Manager, teachers, and admin assistants will be an effort to get to know each employee; seek their feedback about program performance and gauge their interest in remaining employed on the contract.

Responsible party: Ivy Tech Madison Chancellor/Director of Human Resources/Director of Correctional Education; North or South Regional Correctional Education Manager, as appropriate; and statewide Special Education Coordinator.

- 10. Deploy Ivy Tech's recruitment and hiring systems and processes to fill or backfill any or all contracted positions. Leverage Ivy Tech's statewide talent management strategies that identify already-known candidates with related experience.
 - a. New, proposed position: Integrated Education and Training Manager (if approved by IDOC).
 - b. Current contracted employees.

Responsible parties: Ivy Tech Madison Chancellor and Madison Director of Human Resources, with support from statewide campus Human Resources personnel.

Exhibit B

Request for Proposals # 21-66601
Follow-up Clarification Questions for
Ivy Tech

Responses Due: 3/26/2021 by Noon EST

Instructions: Please provide responses to the clarification questions below. Information provided in the clarification responses will be considered as part of the respondent's proposal. Where appropriate, supporting documentation may be referenced by specific page and/or paragraph number(s). If any of the responses contain confidential information, as defined by IC 5-14-3, please reference the attached confidential material and separate from the rest of this response document. Otherwise, a redacted version of this clarification document will need to be submitted.

1. 2.4.4 How are the 60 days counted, Business or Calendar for the payment to IDOC?

The 60 days are Business days.

2. 2.4.4 How and where will you pull your substitute teachers from?

Ivy Tech will make every effort to retain the pool of qualified teachers already identified by the current vendor. For intermittent absences, Ivy Tech will offer current IDOC Adult Education teachers or staff the opportunity to substitute teach in another facility. If the pool of qualified substitute teachers needs to be expanded, Ivy Tech will recruit part-time, temporary employees from Ivy Tech and other community-based Adult Education programs to serve in this role and ensure they meet all IDOC requirements.

If the three steps above are not sufficient to meet the need, we will recruit substitute teachers using our documented human resources recruitment processes outlined in the narrative for the recruitment of full- and part-time staff.

3. 2.4.7 What is the practicality of using Ivy Tech staff from local campus to proctor the HET?

If selected as the Education vendor, Ivy Tech Madison's Testing Center Director will propose to the statewide hub that more Ivy Tech campuses be certified to administer the TASC test, thus providing a system of statewide certified proctoring for IDOC facilities. To clarify, TASC testing could be provided by Ivy Tech **on-site in the prison facility** OR at a local Ivy Tech testing center location. As an example, during COVID when our campus testing center was closed, Ivy Tech Madison sent a certified testing proctor into MCU to administer a portion of the MSSC certification test.

4. 2.4.16 How will your policies interact with IDOC's grievance policy? IDOC grievance policy attached.

Ivy Tech's accepts the IDOC grievance policy and will train all Adult Education employees on the policy. All contracted staff will comply with the IDOC grievance policy.

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5. **From:** Deaton, Teresa <tdeaton@idoa.IN.gov>
Sent: Tuesday, March 23, 2021 8:06 AM
To: Molly Dodge <mdodge6@ivytech.edu>
Subject: [EXTERNAL]Clarification on Cost RFP-21-66601

Good Morning,

The State of Indiana would like to clarify/confirm the pricing listed below. Please confirm the pricing.

	ITCC Line Item
Materials and Supplies (ACA)	\$414,000.00
Orientation & Training	\$115,200.00
Assessment & Distribution	\$500,400.00

Below is our ITCC actual operating dollar estimate based on our calculations. We utilized an excel workbook with multiple tabs to synchronize and include information for expense estimates. It appears our numbers were rounded with a slight variance compared to a simple calculation. Please let us know if you have any additional questions, we are happy to review our budget proposal in more detail if needed.

	ITCC Line Item	ITCC Actual	Difference
Materials and Supplies (ACA)	\$ 414,000	\$ 412,565	\$ 1,435
Orientation & Training	\$ 115,200	\$ 115,000	\$ 200
Assessment & Distribution	\$ 500,400	\$ 502,131	\$ (1,731)
			\$ (96)

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Exhibit C

Ivy Tech University														
Exhibit B Proposed Salaries July 1, 2021 - June 30, 2022														
ATTACHMENT L - Minimum Staffing Schedule														
2/3/2021	Academic Positions					Site Management				Regional Management				
Facility	Literacy TASC Teachers	ELL (English Language Learner)	Special Education Staff	System SpEd Ed Coordinator	DVID Academic Positions	TLM Instructors	Site Managers	Site Coordinators	Admin Assistants	Total Positions	Director of Correctional Education	Regional Managers	Assessment Coordinator	Integrated Education and Training Manager
BCF	2.5		0.5		1			1	1	6	1	2	1	1
CF	1.5		0.5					0.5	0.5	3				
HTCF	3				1			1	1	6				
IS	5				2	2	1		2	12				
ISP	1.5							1	1	3.5				
ISR	1								0.5	2				
IWP	1.5	0.5				1		1	1	5				
IRC	2.5		0.5		2	1	1		2	9				
ISU	0.5				6					0.5				
MCF	5	0.5	0.5				1			9				
MCU	2							1	0	3				
NCDF	6.5	0.5	0.5				1		2	10.5				
PRICE						1			0	1				
RTC	2					1		1	1	5				
WCC	5	0.5	0.5				1		2	9				
WVCF	2.5			1				1	1	5.5				
TOTALS	42	2	3	1	6	6	5	8	17	90				

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Correctional Education
Plainfield Correctional Facility

Position

P0C04023841 Staff (IDOC) TMP

- Supervisory Organization
 - IDOC Adult Plainfield Correction (IYC) - Madison (Lydia Stephens)
- Organization Assignments
 - Balance Sheet Code: B135 Madison
 - Company: Ivy Tech Community College
 - Cost Center: IDOC Adult Plainfield Correction (IYC) - Madison
- Worker
 - Geneva McPherson

Job Details

- Employee Type
 - Staff
- Job Title
 - Staff (IDOC) TMP
- Time Type
 - Part time
- Pay Rate Type
 - Hourly
- Job Exempt
 - No

Job Responsibilities

- Supervise students in a classroom as a substitute teacher.
 - Take attendance and complete attendance sheet accurately.
 - Oversee trained tutors as they assist students.
 - Escort students for scheduled restroom breaks.
 - Dismiss students when scheduled:
 - AM Schedule: 6:50 a.m. – 9:50 a.m.
 - PM Schedule: 11:45 a.m. – 2:50 p.m.
 - If a student has a pass for an appointment, communicate with school administrative assistant and school correctional officer.
- Supervise test sessions as TABE examiner (Reading, Math, and Language).
 - Ensure that students sign-in upon arrival.
 - Report absences to testing coordinator.

- Document student attendance.
- Distribute assigned test materials to each student.
- During test administration, monitor the classroom to ensure there is no talking or disruptive behavior.
- Communicate with school correctional officer and testing coordinator as needed.
- Escort students for scheduled restroom breaks.
- Supervise students during lunch breaks and breaks between test sessions.
- Upon conclusion of test, collect/count all testing materials and secure in locking suitcase.
- Turn suitcase/test materials in to testing coordinator.
- Complete training as required to stay compliant as a TABE examiner.

STATE OF INDIANA) INDIANA STATE ETHICS COMMISSION
) SS:
COUNTY OF MARION) CASE NO: 2023-03-0109

IN THE MATTER OF JOSEPH F. MULINARO,
Respondent.

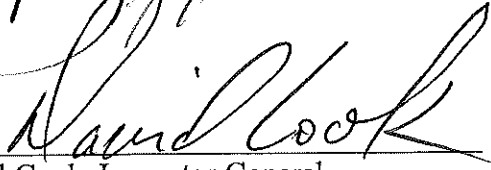
AGREED SETTLEMENT

1. Respondent admits to the facts as alleged in the complaint filed herein by the Inspector General and admits to violating Ind. Code § 4-2-6-17 of the Indiana Code of Ethics, the Use of State Property for other than State Business. (See Ethics Complaint filed on the 13th day of October, 2023, attached hereto as Exhibit A.)
2. Respondent agrees to pay a fine in the amount of Four Thousand Nine Hundred Twenty-Seven Dollars (\$4,927.00). The State Ethics Commission (Commission) will not impose any further penalties under Ind. Code § 4-2-6-12. Respondent shall make payment to the "Indiana State Ethics Commission" at the rate of One Hundred Twenty-Five Dollars each month from the date that the Commission accepts this agreement.
3. The parties acknowledge that this agreement reflects the entire agreement between the parties, that approval of these terms by the Commission shall result in the final disposition of this proceeding, and that Respondent is waiving an alternative statutory right to a public hearing as provided in Ind. Code § 4-2-6-4 to contest the complaint.


Dated this 27 of NOVEMBER, 2023



Joseph F. Mulinaro, Respondent



David Cook, Inspector General



Mark Mader
Staff Attorney
Office of the Inspector General

Approved this _____ day of _____, 2023, by the State Ethics Commission in a public meeting by a vote of _____ to _____.

State Ethics Commission Chair

Certification of Service

I am OIG Special Agent J. Jason Fajt. As an OIG Special Agent, I am a law enforcement officer, and I am authorized by law to personally serve documents for the OIG. On the 27 day of November 2023, I personally delivered the Agreed Settlement, with the attached Exhibit A, to Joseph Mulinaro at 1161 Old Eagle Way, Greenwood, Indiana 46143, in Johnson County, Indiana. Joseph Mulinaro signed the Agreed Settlement in my presence and returned the signed document to me. I left a copy of the executed Agreed Settlement with Mr. Mulinaro. I explained to Mr. Mulinaro that the Agreed Settlement would not be final until it is accepted by the State Ethics Committee.



J. Jason Fajt / Special Agent
Office of the Indiana Inspector General

STATE OF INDIANA) INDIANA STATE ETHICS COMMISSION
)SS:
COUNTY OF MARION) CASE: 2021-11-0319

IN RE THE MATTER OF JUSTIN A. BREEDLOVE

FINAL REPORT OF THE INDIANA STATE ETHICS COMMISSION

Comes now the Ethics Commission for the State of Indiana (“Commission”) and hereby reports its findings of fact, conclusions of law, and sanctions in the above captioned matter.

FINDINGS OF FACT

1. Justin A. Breedlove (“Respondent”) and the Inspector General entered into an Agreed Settlement (“Agreement”), which the Commission accepted during their November 16, 2023 meeting.
2. Pursuant to the Agreement, Respondent, an employee of the Indiana Department of Transportation (“INDOT”), admitted to two violations of the Indiana Code of Ethics; specifically, he admitted to a violation of Ind. Code § 4-2-6-17, the misuse of state property rule, and 42 IAC 1-5-13, the ghost employment rule.
3. Pursuant to the Agreement, Respondent admitted that he violated Ind. Code § 4-2-6-17 by knowingly misusing state property while employed at INDOT, and 42 IAC 1-5-13 by knowingly engaging in ghost employment while employed with INDOT.

CONCLUSIONS OF LAW

Said conduct, admitted and acknowledged by Respondent, constitutes a violation of Ind. Code § 4-2-6-17 and 42 IAC 1-5-13.

SANCTIONS

1. The Commission imposes a fine to be paid by Respondent in the amount of Two Thousand Forty-Eight Dollars and Sixty-Eight Cents (\$2,048.68) to the “Indiana State Ethics Commission” within sixty (60) days from November 16, 2023, the date that the Commission approved the Agreement.
2. The Commission bars the Respondent from future employment as a state employee.

Approved on December 14, 2023.

Katherine J. Noel, Chair

Corinne R. Finnerty, Commissioner

Sue Anne Gilroy, Commissioner

Rafael Sanchez, Commissioner

John L. Krauss, Commissioner