

RFP 21-66601

MANDATORY REQUIREMENTS

ATTACHMENT I

The Mandatory Requirements indicate the mandatory requirements all Respondents must adhere to in order to be considered as a responsive Respondent. All Respondents must state their ability and willingness to meet these mandatory requirements in their Transmittal Letter and in this attachment of their proposal. Failure to do so will be considered grounds for disqualification from further consideration. The Mandatory Requirements for this RFP are as follows:

Instructions: In the yellow shaded boxes, please confirm the Respondent's ability to meet each Mandatory Requirement. When submitting required documentation, reference the Mandatory Requirement number each document.

Respondent's Name:

Ivy Tech Community College

Mandatory Requirement	Respondent Meets Mandatory Requirement? (Yes/No)	Required Documentation
<p>1. The Respondent will provide staff that are prepared to work in a correctional environment and that have the appropriate focus on safety, security, and rehabilitation. All of Respondent's staff assigned to a facility will comply with the facility's dress code. Any staff member failing to pass an Indiana Department of Correction (IDOC) background check, or found otherwise unsuitable by the IDOC to work with inmates due to violation or operation of IDOC policy and procedure will not be assigned to an IDOC facility by the Respondent.</p> <p>The Respondent will be flexible in working with the IDOC in situations where there are disruptions in a facility, classroom, or limited access to a facility due to security concerns.</p> <p>The Respondent will work cooperatively with the warden of each facility understanding that each facility warden has the day to day</p>	<p>Yes.</p> <p>Ivy Tech conducts background checks on new employees and may be obtained at any time after employment begins. Ivy Tech will use a third party organization to obtain record information. The College will work with the DOC and the state to ensure the background checks comply with state policy and requirements.</p> <p>Ivy Tech has an extensive employee handbook (found here https://www.ivytech.edu/hr/ft-handbook.html) and policies that cover, but are</p>	<p>Exhibit 4 -- Background Checks</p> <p>The Employee handbook (link) has safety and security training requirements.</p>

<p>responsibility for the operations and inmates within his/her facility.</p>	<p>not limited to non-discrimination, EEO, and Affirmative Action, Title IX, Misconduct, Prohibition against Harassment, Reporting procedures, Investigation processes, Transgender policy, Consensual relationship policies, and overall conduct expectations.</p> <p>Ivy Tech provides professional development around safety and security to its employees.</p> <p>Ivy Tech will work with DOC to create a meeting cadence with faculty, site management, and regional management.</p> <p>Ivy Tech will work with facility staff to deliver courses in a flexible manner and will address changing class times.</p>	
<p>2. In providing educational services, the Respondent is expected to operate as an independent contractor. The Respondent will remain independent of the IDOC and will be solely responsible for the Respondent's own acts and the acts of the Respondent's employees. The Respondent's employees shall not be considered employees of IDOC for any purposes whatsoever. IDOC shall not in any way be responsible for the payment of any salary, wages, withholdings, and benefits for or on behalf of the Respondent's employees. The final authority regarding management of the facility and offenders will reside solely with the Commissioner of IDOC. The Respondent's employees shall grant access to all areas of the facility to the IDOC. The Respondent's employees shall not interfere with the ability of any IDOC employee from entering into, or</p>	<p>Yes</p> <p>All positions will be employed by Ivy Tech. Employees will follow both the College Employee Handbook and a handbook addendum for staff under this agreement. The handbook addendum will outline policies and procedures specific to working with the ABE population and in the DOC facilities.</p>	<p>See previous link to the employee handbook.</p>

remaining within, any classroom, activity room, gymnasium, library, or other location within the facility where educational services are provided, at any time.		
<p>3. 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. <i>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.</i></p> <p>In its provision of correction education services as a Contractor for IDOC, the Respondent is subject to all Indiana laws which regulate correctional education programs.</p>	<p>Yes.</p> <p>Ivy Tech will offer adult basic education, workforce development, special education, English Language learning, and other educational services aligned with WIOA and DWD requirements.</p>	
<p>4. All educational and vocational programming offered in IDOC facilities is subject to State and Federal law governing educational and vocational and to the rules and requirements of those governmental bodies overseeing the implementation and administration of such programming, including but not limited to, the State and Federal Departments of Education, the State and Federal Departments of Workforce Development, the Indiana Governor's Office, the Indiana Attorney General's Office, and the State Legislature. Decisions or changes may be made by those bodies that affect the delivery of educational</p>	<p>Yes.</p> <p>Ivy Tech has a history of delivering educational and vocational programming in partnership with the Department of Workforce Development. Ivy Tech staff have a working relationship with the Indiana Governor's Office (and Workforce Council) and the state legislature. Ivy Tech trustees are</p>	

<p>and vocational programs in IDOC facilities. These changes are outside the Department's control. Should such changes occur, the Respondent must be able to work with the Department and any other cognizant agencies to develop any needed transition or implementation plans and/or related materials, and to comply with all required changes, within the timeline provided to the Department by those oversight agencies while minimizing disruption to ongoing programming. Respondent will not initiate any changes to programming without prior approval from the IDOC Director of Education or his designee.</p>	<p>gubernatorial appointees. Finally, the College will work with the IAG's office, when necessary, and will respond to and comply with changes from other policy and governing agencies that are beyond IDOC's control.</p> <p>Ivy Tech staff agree not to initiate any changes to programming without prior approval from the IDOC Director of Education or designee.</p>	
<p>5. Adult 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 DWD. Information on InTERS and its requirements is available here: http://www.in.gov/dwd/2440.htm</p> <p>The respondent must maintain 100% compliance with the requirements of InTERS. IDOC and DWD will provide training to Respondent 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 must detail a plan that demonstrates the capacity to ensure all required documentation is maintained and reported in a timely manner. This requirement applies only to programs at adult correction facilities.</p>	<p>Yes.</p> <p>Ivy Tech will maintain compliance with InTERS. The College will ensure all staff are trained and will follow DWD policies.</p> <p>The College will leverage assets such as: https://www.in.gov/dwd/career-training-adult-ed/adult-ed/amplifyae/accountability-inters/ to ensure staff are trained to use the INTERS system.</p> <p>Administrative assistants, site managers, and/or site coordinators will, at a minimum, be trained on INTERS to ensure accurate data.</p> <p>Ivy Tech budgeted funding to support salary, lodging, and travel to support staff and INTERS training.</p> <p>Ivy Tech will create a "train the trainer model" under the guidance of the</p>	

	Regional Managers; select contract employees will offer training in a peer-to-peer model, thus relieving this responsibility from IDOC	
<p>6. The IDOC shall provide to the Respondent appropriate rooms and areas for administration and teaching. IDOC will provide classrooms that meet OSHA standards. IDOC shall provide parking for Respondent's employees. Maintenance, cleaning, custodial and janitorial services shall be provided by the IDOC.</p> <p>IDOC will provide the following class room furniture: student desks and chairs or student desk/chair combos, teacher desk and chair, student computers, and one locking file cabinet.</p> <p>Any equipment and supplies purchased by the Respondent through this for the educational services provided under this contract are under the control and ownership of the IDOC. In the event of termination or expiration of this contract, all equipment, software, supplies, and other materials purchased under this contract remain the property of the IDOC. All costs associated with the delivery of the requested educational services are to be the responsibility of the Respondent, with the cost proposal being inclusive of all services. Neither the facility, nor the IDOC, will provide any supplementary funding from the IDOC's budget or a facility's budget for any purpose. The costs are to include, but not be limited to: expendable supplies for educational activities; office equipment such as copy machines; instructional materials and textbooks; and, the basic supplies associated with delivery of services. The Respondent assumes all responsibility for copiers and supplies associated with its support staff and managers.</p> <p>Respondent will provide sufficient educational materials and supplies to all teachers and</p>	<p>Yes.</p> <p>Ivy Tech will work with facility staff on space needs and assignments. Equipment and supplies acquired under this contract are exclusively owned by IDOC.</p> <p>Ivy Tech created and will manage an equipment and supply budget that includes, but is not limited to software, testing, paper for printing and copies, and textbooks.</p> <p>Ivy Tech acknowledges that IDOC and its Director of Education may request that materials of insufficient quality or quantity should be replaced or improved. The Contractor will provide these replacements or improvements, unless it can demonstrate replacement of the request results in at least doubling of the budgeted cost. Ivy Tech will provide IDOC an accounting of supplies purchased, by program and facility, on a quarterly basis.</p>	

classrooms. These materials must be of sufficient quality and quantity for the purpose of supporting the programs. If any educational materials are determined by the IDOC to be of insufficient quality and/or quantity, the IDOC may request, through its Director of Education, that such materials be replaced or improved in quantity, and such request will not be denied by Contractor, unless Contractor can demonstrate replacement or improving the quality as requested results in at least a doubling of the cost. The Respondent will provide the IDOC an accounting of supplies and materials purchased by program and facility on a quarterly basis.		
7. Adult: The IDOC will remain the applicant and fiscal agent for federal pass-through grants such as Adult Basic Education (ABE) and Workforce grants. These grants are generally distributed to the schools based on need and justification. In School Year 2019/2020, these grants totaled \$750,000.00 for ABE. The Respondent will be expected to cooperate with the IDOC's efforts to maintain eligibility for these grants and to meet all grant requirements.	Yes. Ivy Tech will cooperate with IDOC's efforts to maintain eligibility for the ABE and Workforce Grants. Ivy Tech will comply with published IDWD Adult Education. Please refer to the following sections of the Technical Proposal for specific implementation plans: 2.4.1, 2.4.5, and 2.4.12.	
8. Adult: Respondent shall be required to offer only partial education services to segregated units at IDOC facilities. Partial education services shall be limited to no more than once a week instruction and one per quarter testing for those offenders who are otherwise qualified to receive educational services. However, the above limitation does not apply to students otherwise eligible to receive special education services under a current IEP. Respondent must continue the Career Readiness courses program funded by the Department of Workforce Development (DWD), including maintaining staff funded by the DOC/DWD pass-through grant and invoicing those staffing expenses separate from its other services.	Yes. Ivy Tech will offer partial education services to offenders living in segregated housing no more than once a week for instruction and one time per quarter for testing or in compliance with the student's current IEP. The teachers will provide education materials and lessons.	
9. Adult: Currently the federal pass-through	Yes.	Please see

<p>grant funds three (6) full-time licensed teacher positions for the purpose of providing Career Readiness courses. The continuation of the positions is totally contingent upon approval on an annual basis from the Indiana Department of Workforce Development. These positions are employees of the Respondent and the Respondent shall submit a separate monthly invoice equal to actual salary and benefits with an allowance for a management fee.</p>	<p>Ivy Tech will continue to employ full-time licensed teachers for the purpose of providing Career Readiness courses. The College will provide monthly invoices for salaries, benefits, and management fees.</p>	<p>Technical Proposal 2.4.11.</p>
<p>10. 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 Respondent will comply with applicable certification/licensing requirements as it complies with statute and as it relates to all Indiana Department of Education requirements.</p> <p>All teachers/instructors furnished by the Respondent will be approved by the facility warden and be appropriately licensed by the Office of Educator Effectiveness and Licensing at the Indiana Department of Education and maintain that certification during the current school year. Any certified instructor who does not have a current license as of July 1 at the start of each school year would be expected to be dismissed by the Respondent.</p> <p>The IDOC Director of Education acts as the liaison between Indiana Department of Education (IDOE) and the Respondent for purposes of initial licensing and renewals.</p>	<p>Yes.</p> <p>Ivy Tech will employ teachers who are licensed to teach in Indiana. Annually, Ivy Tech staff will work with teachers to ensure their licenses are current. Ivy Tech will verify licensing with the Department of Education (current and new teachers) and will submit names and positions of all new possible hires to the Director of Education or designee prior to an offer. Once hired, Ivy Tech will coordinate hiring and orientation with the facilities' wardens or designees.</p>	<p>Please see Technical Proposal 2.4.5.</p>
<p>11. It is crucial to facility safety and security, and to the success of the educational programs transition between Respondents be minimally disruptive to facility operations, including educational and vocational programming. The Respondent will employ all currently licensed teaching staff for a minimum transition period of <u>one hundred twenty (120) days</u> during which evaluations can be made. IDOC is willing to consider exceptions to this, for cause, on a</p>	<p>Yes.</p> <p>Ivy Tech will honor the mandatory 120 day transition period for all currently licensed teachers. College staff will work with DOC staff, including the IDOC Director of Education or his</p>	<p>Please see Technical Proposal 2.4.6 and</p>

<p>case-by-case basis. Removal of any licensed teaching staff during the transition period shall require advance approval by the IDOC Director of Education or his designee. This mandatory transition period shall not apply to administrative or support staff.</p>	<p>designee. The staffing goals are to provide high-quality education services and to be minimally disruptive to facility operations, educational/vocational programming, and employment for valued staff.</p> <p>Ivy Tech will use the 120 day period to evaluate existing employees serving in the administrative and teacher roles. College staff will seek feedback from the IDOC Adult Education Director on individual employee performance and is willing to make employment offers to any existing administrative staff member who has met IDOC expectations under previous contracts, demonstrates appropriate leadership competencies necessary for the position at Ivy Tech, and qualifies for employment at the College.</p>	
<p>12. Before being allowed to work with offenders, the Respondent's employees and contracted staff shall be subject to the security clearance policy and procedure of the Indiana Department of Correction, including a check of the Indiana State Police records, county criminal records, the Department of Family and Social Services Child Abuse Registry, and any other requirements set forth by the Respondent.</p> <p>The Respondent shall remove, at the request of the IDOC, any employee of the Respondent from assignment to the facility, school, or any place where the Respondent's employee is working with the IDOC's offenders, if the</p>	<p>Yes.</p> <p>Ivy Tech requires background checks and has a process for all potential new hires. The required background checks, including a check of state police records, county criminal records, FSSA abuse registry and other requirements will occur prior to the offer of employment. The College employment contract also indicates that background</p>	

<p>IDOC's provides documentation that an employee of the Respondent's employee has violated the IDOC's policy and procedures. If such a request is granted, the Respondent will have the sole discretion to discipline or re-assign its employee.</p> <p>The IDOC will have the right to refuse entry onto the facility grounds by an employee of the Respondent who has been 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 offender of the facility.</p>	<p>checks can be administered at any time after employment begins.</p>	
<p>13. Respondent will accept payment from offenders and/or offenders' families for correspondence courses that are not payable by the State of Indiana.</p>	<p>Yes.</p> <p>Ivy Tech will offer adult education distance education in compliance with IDWD Policy, 2017-14 Distance Education.</p>	
<p>14. The IDOC requires that class size be determined with reference to instructional quality economy of operation. More information about the classroom size requirements can be found in the following Indiana Code: 511 IAC 6-2-1(b) and 511 IAC1-8-1 et seq.</p>	<p>Yes.</p> <p>Ivy Tech will work with IDOC staff to meet classroom size requirements according to Indiana's codes.</p>	<p>If Respondent cannot or is unwilling to operate under any of the foregoing clauses, it should provide a detailed explanation of the reason.</p>
<p>15. Respondent shall employ staff to cover a regular school term of 248 days. This term does not include holidays off determined using State holidays as indicated in the holiday calendar published by the State of Indiana. The IDOC reserves the right to reduce the length of the school year provided it has given the Respondent 180 days' notice. The Respondent shall agree to any increase or decrease in the school term when such</p>	<p>Yes.</p> <p>Ivy Tech will employ educators to teach 248 days. The College will honor the State holidays and paid time off policies.</p>	<p>Please see Technical Proposal 2.4.3 for plans related to substitute teachers.</p>

<p>decrease or increase is pursuant to state or federal law.</p> <p>Respondent will ensure that in the case of a teacher's absence, a qualified substitute teacher is proved to cover the absent teacher's class.</p>		
<p>16. Respondent shall ensure that its employees and any contract staff working at the facility complete any orientation to the facility and training for person working in IDOC facilities, as required by the facility. IDOC will provide the training. However, the Respondent will be responsible for salaries of the Respondent's staff during any such training.</p> <p>Respondent shall remove, at the request of the IDOC, any employee of the Respondent from assignment to the facility, School, or any place where the Respondent's employee is working with the IDOC's juvenile offenders, if the IDOC's provides documentation that an employee of the Respondent's employee has violated the IDOC's policy and procedures. If such a request is granted, the Respondent will have the sole discretion to discipline or re-assign its employee.</p> <p>IDOC will have the right to refuse entry onto the facility grounds by an employee of the Respondent who has been 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 a juvenile 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 offender of the facility.</p>	<p>Yes.</p> <p>The College will ensure employees and contract staff complete orientation and training required to work in an IDOC facility and will cover salaries during training. Training includes prohibitions against fraternization, improper relationships, and trafficking. In addition, new employees receive personal protection training, pre-service training and OJT. Finally, new employees will receive CPR/AED training, and if necessary for their jobs, annual TABE and TASC training.</p> <p>The College will use IDOC's learning management system or its own LMS (Canvas/Ivy Learn) to deliver, track, and document employee learning.</p> <p>Additionally, all Ivy Tech new hires complete a series of College mandated online training sessions related to diversity, safety, privacy, and security.</p>	
<p>17. Adult: The IDOC requires the educational services to include the following:</p> <ul style="list-style-type: none"> • Literacy, HSE, and ELL programs (Adult Basic Education) 	<p>Yes.</p> <p>Ivy Tech will comply with this requirement to</p>	<p>For scoring proposes and documentation of compliance see:</p>

<ul style="list-style-type: none"> • Basic Computer Literacy • Special Education Services <p>The Respondent must deliver educational services that are aligned to and within the guidelines of the Indiana Department of Education and the Indiana Department of Workforce Development. The IDOC cautions any potential Respondent to carefully consider the legal obligations involved in providing special education services in an adult facility. The Respondent 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 when attending the last public school of record. The Respondent will be obligated under the contract terms to not illegally discriminate against any inmate based on disability.</p> <p>The IDOC expects all academic programs to be based on contextualized instruction that requires students to apply knowledge and skills, and integrate content and skills with the “world of work.”</p>	<p>provide Literacy, HSE, and ELL programs in ABE. Additionally, the College will provide basic computer literacy and special education services.</p>	<p>Technical Proposal #10.</p>
<p>18. Adult: The IDOC and its current adult education Respondents began in July 2015 to transition educational services from the Workforce Investment Act (WIA) to 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.</p> <p>a. 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 and using information, and acquiring other</p>	<p>Yes.</p> <p>Ivy Tech will comply with the requirements of this specification and meet the expectations of WIOA -- Workforce Preparation, IET, ELL, and ELL Civics programs.</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #12.</p>

<p>skills necessary for successful transition into postsecondary education, training, and/or employment.</p> <p>b. 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.</p> <p>c. 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: 1) prepare adults who are English language learners for, and place such adults in, unsubsidized employment in in-demand industries and occupations that lead to economic self-sufficiency.</p> <p>d. ELL (English Language Learners) – The IDOC population whose first language is NOT English. The program to serve this population is IELC Education.</p> <p>The guidance currently available may be found at http://www.in.gov/dwd/2767.htm.</p>		
<p>19. The Respondent shall comply 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. 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.</p>	<p>Yes.</p> <p>Ivy Tech will comply with this requirement to provide special education services to eligible students.</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #14.</p>

<p>The IDOC cautions any potential Respondent to carefully consider the legal obligations involved in providing special education services in an adult facility. The Respondent 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 Respondent will be obligated under the contract terms to not illegally discriminate against any inmate based on disability.</p>		
<p>20. Respondent will ensure that salary and benefits for teaching staff are competitive and sufficient to retain staff in the program. The State prefers that staff salary and benefits are, at a minimum, comparable to salary and benefit packages offered by current Respondents.</p> <p>Staff will have access to twelve (12) vacation days per year; nine (9) sick days per year; three (3) personal days per year. This shall be in addition to the State's Holiday Schedule as published annually. Vacation days, personal days, and sick days may be pro-rated by date-of hire; pro-rating shall not apply to State holidays.</p>	<p>Yes.</p> <p>Ivy Tech's strategic plan calls for a focus on faculty and staff, including fostering creativity and increasing innovation in faculty and staff; recruiting high-performing, diverse, and talented employees; building a world-class adjunct faculty model; and improving communication among employees. To this end, we believe the salaries and benefits in this proposal are competitive and align with comparable salaries and benefits for other Ivy Tech employees.</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #6.</p>
<p>21. The Respondent will provide adequate coverage, including that for staff absences and leaves, 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.</p> <p>For any teaching position remaining vacant for more than 60 days, the Respondent will pay to IDOC as liquidated damages a daily pro-ration of the teacher's salary beginning with the 61st day.</p>	<p>Yes.</p> <p>Ivy Tech will provide adequate coverage for staffing absences and leaves to ensure continually education delivery. Any teacher absent for more than five consecutive educational days will be replaced with a substitute teacher. Ivy Tech will have a pool of qualified substitute</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #18.</p>

	<p>teachers and/or will provide employees with overtime opportunities to cover additional classes. We will review the current policy with IDOC management staff and will consider suggested changes to the substitute staffing model.</p>	
<p>22. The Respondent shall provide for a comprehensive, free and appropriate public education to all eligible educationally disabled students pursuant to the contract resulting from this RFP, unless they have completed the twelfth grade and have been issued a diploma or have reached their twenty-second birthday. The Respondent will plan, implement, and coordinate a special education program in accordance with Federal and State law including Every Student Succeeds Act legislation and services for students with disabilities as required by the Individuals with Disabilities Education Act, 20 U.S.C. Section 1401 et seq., the Individuals with Disabilities Education Improvement Act of 2004, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.</p> <p>The Respondent also shall provide such supplemental aids and related services as may be necessary for a disabled child to receive such an education in the regular classroom environment.</p> <p>The Respondent may enter into agreements to provide support and supplemental services to educationally disabled students.</p> <p>The Respondent shall prepare whatever administrative guidelines are necessary to ensure effective implementation of the special education program.</p> <p>Each student with a disability shall have an Individualized Education Program (IEP). All IEP's will be based on a format approved by the Department and will be sufficiently specific or individualized to meet the needs of each</p>	<p>Yes.</p> <p>The College is a registered DWD Adult Education provider in Evansville and Bloomington and successfully provides Adult Education services 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, IET training opportunities, and ELL and ELL Civics programs.</p> <p>In addition to special education services and IEPs, the College provides Disability Support Services across its campuses and to its students in compliance with the Americans with Disabilities Act.</p>	

<p>student with a disability. The IEP's should identify the specific location, frequency, and duration of the special education that each student requires. IEP's should, where appropriate, include a behavior intervention plan (BIP) to assist the students in accessing the curriculum. If the student with a disability has an IEP that requires specially designed instruction in which the content, method, and/or delivery of the instruction is adapted as necessary to meet the unique needs of the student, and to ensure the student's access to general curriculum, then the Respondent shall provide such instruction to the student.</p> <p>More information about the requirements listed above can be found in the following code citations: 20 U.S.C.A. 1401 et seq., I.C. 20-1-6-1, 511 IAC 7</p>		
<p>23. Adult: The Respondent, using instruments to which the Facilities have agreed, will assess each student's educational progress within ten (10) days of the student's arrival at the Facility and thereafter at intervals of no more than six (6) months; or shall conduct a final assessment no more than thirty (30) days before the date upon which the students is projected to be released from the Facility to a community based placement.</p> <p>The Respondent's staff, when requested by the IDOC, will participate in any meetings in which the IDOC evaluates the progress of the student with regard to the Respondent's general rehabilitation. At such meetings, the Respondent's staff shall provide input as the student's behavior and academic progress in the School and classroom.</p>	<p>The College will comply with the specifications of this requirement to assess each student's educational progress within ten (10) days of the student's arrival at the facility and will continue to assess at appropriate intervals.</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #26.</p>
<p>24. In order to provide appropriate educational services and programming, the Respondent must demonstrate the capacity to collect, retain, and use information about individual students. Simultaneously, the Respondent will provide a plan and guidelines to safeguard student's privacy and restrict access to student's personally identifiable information.</p> <p>The Respondent will be responsible maintaining all educational records of all</p>	<p>Ivy Tech will comply with this requirement to collect, retain, and use information about students.</p> <p>The College has plans and guidelines in place to safeguard student privacy and restrict access to identifiable student data. The College currently</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #28.</p> <p>Exhibit 5 -- Data Sharing Agreement (documents</p>

<p>students attending the School. The Respondent's collection and usage of information will mirror the Department's Policy and Procedure, #8330, which currently requires the following:</p> <p>Maintenance of Educational Records and Student Records</p> <ol style="list-style-type: none"> 1. The student's cumulative record shall include, at a minimum: <ol style="list-style-type: none"> a. Program profile data; b. Rosters; c. Attendance data; d. Social and demographic data; e. Program participation; f. Performance (process and outcome) measures; g. Testing and placement data; h. Progress data; i. Student academic gains, achievement and assessment data; j. Performance data; k. Behavioral data; l. Student exit data; m. Transcript data; n. Verification of completion of education and/or vocation programs; o. Adult Learning Plans (ALP)/Individual Education Program (IEP). 2. The student's Education Transition Portfolio shall include, at a minimum: <ol style="list-style-type: none"> a. Academic performance (process and outcome) measures b. Testing and placement data c. Attendance data d. Behavioral data e. Student exit data f. Transcript Data g. Verification of completion of education and/or vocational programs; h. Adult Learning Plans (ALP)/Individual Education Program (IEP). <p>Such information shall be maintained in a cumulative record and submitted in a format and timeframe authorized by the Director of</p>	<p>provides ABE services and meets this requirement. Ivy Tech also houses millions of student records in compliance with FERPA.</p>	<p>FERPA, state laws and regulations, data security, and plans to safeguard data privacy.</p>
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<p>Education.</p> <p>3. Student records shall be kept in compliance with departmental administrative procedures/rules for access, storage, and confidentiality, and, where applicable, promulgated rules of external agencies.</p> <p>4. Upon release, with adherence to FERPA (Family Educational Rights and Privacy Act) regulations and 511 IAC 7-38-1, copies of appropriate student records shall be forwarded to the school of attendance.</p> <p>More information about the requirements listed above can be found in the following code citations: I.C. 31-39-2-13.8, I.C. 5-14-3-4(c), I.C. 20-8.1-3-17.5, I.C. 20-10.1-22.4, 20-10.1-29, 34 C.F.R. Part 99, 20 U.S.C. Section 1232g, 20 U.S.C. 7908, 26 U.S.C. 152, The Family Educational Rights and Privacy Act of 1974 93-380, Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq.</p>		
<p>25. 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.</p> <p>The Last Mile instructor at Pendleton Juvenile Correctional Facility must meet the requirements (training and background screenings) of the IDOC - Division of Youth Services to work with juvenile offenders.</p>	<p>Yes.</p> <p>Ivy Tech agrees to meet and comply with the Last Mile contract to provide coding to the offender population. In addition to delivering the program, Ivy Tech's Vice President for the School of Information Technology will assist completers to crosswalk the certifications to additional postsecondary certificate and degree programs at Ivy Tech. She will also work with graduates and employers around the state through DWD's HIRE program to recruit Last Mile graduates to work opportunities.</p>	<p>For scoring proposes and documentation of compliance see: Technical Proposal #30.</p>