



## **Agreement for Professional Services**

The **PATINS Project with BCSC as fiscal agency and the Indiana School for the Blind and Visually Impaired** hereby agree as follows:

### **1. Parties and Definition of Terms.**

The parties to this Agreement are:

**PATINS** with BCSC as Fiscal Agency (hereinafter “PATINS”) and;

**Indiana School for the Blind and Visually Impaired/IERC** (“Contractor”),

For the purpose of construction and interpretation of this Agreement, both parties participated in the negotiation of and drafting of this Agreement and neither party shall be considered the drafter of this Agreement or of any language contained in this Agreement.

### **2. Term of Agreement and Cancellation.**

This Agreement shall be for the period **July 1, 2023 – June 30, 2024** until amended or cancelled in accord with this Paragraph of this Agreement.

Either party may cancel this Agreement by giving the other party written notice of the cancellation at least ten (10) calendar days prior to the effective date of the cancellation.

If the Governing Board of Directors makes a written determination pursuant to Indiana Code 5-22-17-5 that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be canceled.

If either party cancels this Agreement, the PATINS will compensate the Contractor for services provided before the Contractor receives written notice of cancellation from the PATINS, and the Contractor’s employees shall turn over all documents and records in their custody concerning the PATINS/ICAM Program.

### **3. Duties of the Contractor.**

The Indiana School for the Blind and Visually Impaired (ISVBI) will house the IERC and employ the key personnel and support staff to operate the center. ISBVI will supervise the IERC operation in its entirety; provide housekeeping, and maintenance of its offices and physical structure of its buildings. ISBVI will act as the fiscal agent for the IERC and the school's business office will oversee the appropriation and distribution of federal dollars allocated for the IERC through this contract.

The Contractor agrees to provide the deliverables, as the qualification set forth in the position description attached to this Agreement and incorporated here by reference:

#### **Amendment A- Description of Work**

The Contractor shall comply with all state, federal, and municipal laws, regulations, and standards of due care and diligence applicable to its activities pursuant to this Agreement including, but not limited to:

- ☐ the Family Education Right & Privacy Act [20 U.S.C 1232g];
- ☐ the non-discrimination requirement imposed by Indiana Code 22- 9-1-10; and the policy of the Board of Education adopted pursuant to Indiana Code 20-26-5-10 requiring limited criminal history checks and the reporting of criminal arrests for every person affiliated with the Contractor having direct contact with School District students.

### **4. Duties of PATINS.**

For the term of this Agreement, in exchange for the services provided by the Contractor pursuant to Paragraph Three [3] of this Agreement, PATINS shall pay Contractor or Contractor's Vendors the sum of **\$1,052,514.70** for the services approved by the PATINS. The person or persons providing services pursuant to this Agreement shall not be employees of the PATINS.

The Contractor shall submit invoices monthly containing a description of the service(s) provided.

**5. Ownership of Contractor's Work Product.**

Documents and information in any form prepared by Contractor for PATINS in the course of the performance of Contractor's work pursuant to this Agreement shall be the property of PATINS subject to the right of Contractor to keep a copy for reference.

**6. Assignment of Rights or Duties under this Agreement.**

A party with the written consent of the other party may only assign a right or duty under this Agreement.

**7. Agreement as a Public Record and Release of Information about the PATINS Project.**

This Agreement and all bills submitted pursuant to it shall be a public record under the Indiana Public Records Law, Indiana Code 5-14-3.

Records containing personally identifiable information about School students shall be redacted to prevent disclosure of the personally identifiable information.


The Contractor agrees that it shall be the exclusive right of PATINS rather than Contractor to determine the timing and nature of any release of information about any work covered by this Agreement or the PATINS Project generally.

**8. Complete Agreement.**


This Agreement and addenda which may be attached to it and incorporated into it pursuant to Paragraph Three (3) of this Agreement, represents the complete agreement of the parties on the terms of their relationship. They further agree that this Agreement will only be amended by a written document signed by both parties to this Agreement, which makes specific reference to the term or terms of this Agreement to be amended.

AGREED this 13th day of March 2023

**Indiana School for the  
Blind and Visually Impaired**

by:   
Jim Durst  
Superintendent

**PATINS Project**

by:   
Daniel McNulty  
PATINS Director

**Family Educational Rights and Privacy Act (FERPA)**  
**SUBPART A - GENERAL**

AUTHORITY: 20 U.S.C. 1232g unless otherwise noted.

**PART 99 -- FAMILY EDUCATIONAL RIGHTS AND PRIVACY**

**§ 99.3 What definitions apply to these regulations?**

"Personally identifiable information" includes, but is not limited

to: (Authority: 20 U.S.C 1232g)

- (a) The student's name;
- (b) The name of the student's parent or other family member;
- (c) The address of the student or student's family;
- (d) A personal identifier, such as the student's social security number or student number;
- (e) A list of personal characteristics that would make the student's identity easily traceable; or
- (f) Other information that would make the student's identity easily traceable.

**Ind. Code 20-26-5-10. Criminal history information policy; adoption; administration; requirements; costs.**

(a) A school corporation, including a school township, shall adopt a policy concerning criminal history information for individuals who:

(1) apply for:

(A) employment with the school corporation; or

(B) employment with an entity with which the school corporation contracts for services;

(2) seek to enter into a contract to provide services to the school corporation; or

(3) are employed by an entity that seeks to enter into a contract to provide services to the school corporation;

if the individuals are likely to have direct, ongoing contact with children within the scope of the individuals' employment.

(b) A school corporation, including a school township, shall administer a policy adopted under this section uniformly for all individuals to whom the policy applies. A policy adopted under this section may require any of the following:

(1) The school corporation, including a school township, may request limited criminal history information concerning each applicant for no certificated employment or certificated employment from a local or state law enforcement agency before or not later than three (3) months after the applicant's employment by the school corporation.

(2) Each individual hired for no certificated employment or certificated employment may be required to provide a written consent for the school corporation to request under IC 10-13-3 limited criminal history information or a national criminal history background check concerning the individual before or not later than three (3) months after the individual's employment by the school corporation. The school corporation may require the individual to provide a set of fingerprints and pay any fees required for a national criminal history background check.

(3) Each individual hired for no certificated employment may be required at the time the individual is hired to submit a certified copy of the individual's limited criminal history (as defined in IC 10-13-3-11) to the school corporation.

(4) Each individual hired for no certificated employment may be required at the time the individual is hired to:

(A) submit a request to the Indiana central repository for limited criminal history information under IC 10-13-3;

(B) obtain a copy of the individual's limited criminal history; and

(C) submit to the school corporation the individual's limited criminal history and a document verifying a disposition (as defined in IC 10-13-3-7) that does not appear on the limited criminal history.

(5) Each applicant for no certificated employment or certificated employment may be required at the time the individual applies to answer questions concerning the individual's limited criminal history. The failure to answer honestly questions asked under this subdivision is grounds for termination of the employee's employment.

(6) Each individual that:

(A) seeks to enter into a contract to provide services to a school corporation; or

(B) is employed by an entity that seeks to enter into a contract with a school corporation; may be required at the time the contract is formed to comply with the procedures described in subdivisions (2), (4), and (5). An individual who is employed by an entity that seeks to enter into a contract with a school corporation to provide student services in which the entity's employees have direct contact with students in a school based program may be required to provide the consent described in subdivision (2) or the information described in subdivisions (4) and (5) to either the individual's employer or the school corporation. Failure to comply with subdivisions (2), (4), and (5), as required by the school corporation, is grounds for termination of the contract. An entity that enters into a contract with a school corporation to provide student services in which the entity's employees have direct contact with students in a school based program is allowed to obtain limited criminal history information or a national criminal history background check regarding the entity's applicants or employees in the same manner that a school corporation may obtain the information.

(c) If an individual is required to obtain a limited criminal history under this section, the individual is responsible for all costs associated with obtaining the limited criminal history.

(d) Information obtained under this section must be used in accordance with IC 10-13-3-29.  
*As added by P.L.1-2005, SEC.10.*

**Ind. Code 20-26-5-11. Use of information; notice of conviction of certain offenses**

(a) This section applies to:

(1) a school corporation; and

(2) an entity:

(A) with which the school corporation contracts for services; and

(B) that has employees who are likely to have direct, ongoing contact with children within the scope of the employees' employment.

(b) A school corporation or entity may use information obtained under section 10 of this chapter concerning an individual's conviction for one (1) of the following offenses as grounds to not employ or contract with the individual:

(1) Murder (IC 35-42-1-1).

(2) Causing suicide (IC 35-42-1-2).

(3) Assisting suicide (IC 35-42-1-2.5).

(4) Voluntary manslaughter (IC 35-42-1-3).

(5) Reckless homicide (IC 35-42-1-5).

(6) Battery (IC 35-42-2-1) unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(7) Aggravated battery (IC 35-42-2-1.5).

(8) Kidnapping (IC 35-42-3-2).

(9) Criminal confinement (IC 35-42-3-3).

(10) A sex offense under IC 35-42-4.

(11) Carjacking (IC 35-42-5-2).

(12) Arson (IC 35-43-1-1), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(13) Incest (IC 35-46-1-3).

(14) Neglect of a dependent as a Class B felony (IC 35-46-1-4(b)(2)), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(15) Child selling (IC 35-46-1-4(d)).

(16) Contributing to the delinquency of a minor (IC 35-46-1-8), unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(17) An offense involving a weapon under IC 35-47 or IC 35-47.5, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(18) An offense relating to controlled substances under IC 35-48-4, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(19) An offense relating to material or a performance that is harmful to minors or obscene under IC 35-49-3, unless ten (10) years have elapsed from the date the individual was discharged from probation, imprisonment, or parole, whichever is later.

(20) An offense relating to operating a motor vehicle while intoxicated under IC 9-30-5, unless five (5) years have elapsed from the date the individual was discharged from probation,

imprisonment, or parole, whichever is later.

(21) An offense that is substantially equivalent to any of the offenses listed in this subsection in which the judgment of conviction was entered under the law of any other jurisdiction.

(c) An individual employed by a school corporation or an entity described in subsection (a) shall notify the governing body of the school corporation, if during the course of the individual's employment, the individual is convicted in Indiana or another jurisdiction of an offense described in subsection (b).

*As added by P.L.1-2005, SEC.10.*

**Ind. Code 20-26-5-12. Construction of certain provisions.**

Except for IC 20-26-4-1, IC 20-26-4-4, and IC 20-26-4-5, the powers given each school corporation in IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 and the limitations on those powers set out in IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 may not be construed to limit the authority of the governing body given by any other statute or rule.

*As added by P.L.1-2005, SEC.10.*

**Ind. Code 20-26-5-13. Supplemental effect of certain provisions.**

Except as provided in section 12 of this chapter, IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 is supplemental to all other statutes and rules. The powers given to any school corporation under IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 are in addition to those given by any other statute or rule and are not subject to any limitations set out in those statutes or to comply with those statutes, except to the extent provided in IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 by specific reference to a designated statute or the statute or rule relating to a given subject. All statutes in conflict with IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 are repealed to the extent of the conflict.

*As added by P.L.1-2005, SEC.10.*

**Ind. Code 20-26-5-14. Liberal construction**

IC 20-26-1 through IC 20-26-5, IC 20-26-7, IC 21-2-19, and IC 21-2-21 shall be liberally construed to permit the governing body of a school corporation to conduct its affairs in a manner consistent with sound business practice to the ends that the authority of the governing body is clarified and that it is permitted to operate with the maximum efficiency consistent with accountability.

*As added by P.L.1-2005, SEC.10.*

Following is an excerpt from the EEOC's regulation implementing the Americans With Disabilities Act. This excerpt sets out the EEOC's definition of the term "essential function" as used in a job description.

**Code of Federal Regulations**

**29 CFR §1630.2** [Revised as of July 1, 2002]

**PART 1630--REGULATIONS TO IMPLEMENT THE EQUAL EMPLOYMENT PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT**

**Sec. 1630.2 Definitions.**

...

**(n) Essential functions.**

(1) **In general.** The term essential functions mean the fundamental job duties of the employment position the individual with a disability holds or desires. The term "essential functions" does not include the marginal functions of the position.

(2) A job function may be considered essential for any of several reasons, including but not limited to the following:

(i) The function may be essential because the reason the position exists is to perform that function;

(ii) The function may be essential because of the limited number of employees available among whom the performance of that job function can be distributed; and/or

(iii) The function may be highly specialized so that the incumbent in the position is hired for his or her expertise or ability to perform the particular function.

(3) Evidence of whether a particular function is essential includes, but is not limited to:

- (i) The employer's judgment as to which functions are essential;
- (ii) Written job descriptions prepared before advertising or interviewing applicants for the job;
- (iii) The amount of time spent on the job performing the function;
- (iv) The consequences of not requiring the incumbent to perform the function;
- (v) The terms of a collective bargaining agreement;
- (vi) The work experience of past incumbents in the job; and/or
- (vii) The current work experience of incumbents in similar jobs.

**(q) Qualification standards** means the personal and professional attributes including the skill, experience, education, physical, medical, safety and other requirements established by a covered entity as requirements which an individual must meet in order to be eligible for the position held or desired.



## **Amendment A – IERC Description of Work**

### **Facility Overview**

The Indiana Educational Resource Center (IERC) at the Indiana School for the Blind and Visually Impaired (ISBVI) is a statewide, centralized repository of accessible braille and large print core instructional materials and specialized aids and equipment for students who are blind or have low vision. The IERC facilitates, coordinates, and manages the purchase and re-use of costly instructional materials and the distribution of these book and materials to students across the state so that students who are blind or have low vision receive timely access to needed and appropriate instructional materials for their educational success. In addition to the statewide repository, the IERC houses and maintains a braille transcription project that transcribes and produces braille textbooks for Indiana student's who use braille as their primary reading mode. The IERC also collaborates with the Miami Accessible Materials Project, an offender based braille transcription and large print production center for the acquisition of needed accessible braille and large print core instructional formats.

### **Essential Contracted Deliverables:**

#### **Deliverable #1:**

The IERC will maintain a statewide, centralized repository and track the dissemination of Braille and large print core instructional materials and specialized aids and equipment for loan and reuse by eligible students who are blind or low vision.

Method of Measurement: Program Response Data

#### **Deliverable #2:**

The IERC will disseminate Braille and large print formats of core instructional materials and specialized aids and equipment, ordered by DRM's via the Indiana Center for Accessible Materials (ICAM), for use by students who are blind or have low vision, as deemed appropriate and available.

Method of Measurement: Program Response Data

#### **Deliverable #3:**

The IERC will transcribe Braille and produce large print core instructional materials for eligible students who are blind or low vision, as deemed appropriate and available. Accessible digital versions of these braille and large print core instructional materials will be produced, as deemed appropriate, and sent down to the ICAM for distribution to eligible print disabled students.

Method of Measurement: Program Response Data

**Deliverable #4:**

The IERC will coordinate with and support the ICAM staff to provide technical assistance to digital rights managers and teachers working with visually impaired students to acquire core instructional materials via the ICAM in a timely manner.

Method of Measurement: Program Response Data

**Deliverable #5:**

The IERC will coordinate with the PATINS staff to provide training and technical assistance to digital rights managers, general and special education personnel working with, or providing materials to, students who are blind or have low vision.

Method of Measurement: Program Response Data

**Deliverable #6:**

The IERC will provide technical assistance, information and training as requested to LEA's regarding Braille transcription techniques and formats.

Method of Measurement: Program Response Data