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Virginia M. Barry, Ph.D.
Commissioner of Education
Tel. 603-271-3144

Paul Leather
Deputy Commissioner of Education
Tel. 603-271-3801

STATE OF NEW HAMPSHIRE
DEPARTMENT OF EDUCATION
101 Pleasant Street
Concord, N.H. 03301
FAX 603-271-1953
Citizens Services Line 1-800-339-9900

September 25, 2013

Sole Source

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Education to enter into a **sole source** contract with Academic Development Institute, Lincoln, IL (vendor code 225801), to provide services of the Indistar Network. This contract will be in effect from October 16, 2013 or the date of Governor and Council approval, whichever is later, through June 30, 2014, in an amount not to exceed \$20,000.00. Source of funds is 100% Federal Funds. In the event Federal Funds no longer become available, General Funds will not be requested to support this program.

Funding for this request is available as follows:

06-56-56-563010-32610000-102-500731
Department of Education, Title I-A 1003(a)

FY14
\$20,000.00

2. Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

EXPLANATION

The Department would like to enter into a contract with Academic Development Institute (ADI), the **sole source** provider for services related to the Indistar Network. ADI is the only provider of the Indistar web-based tool which was originally developed and launched in 2005 by Academic Development Institute (ADI) under its comprehensive centers contract with the US Department of Education. The NH Flexibility Waiver requires that schools selected as Title I Priority and Focus Schools use a comprehensive tool – such as Indistar – for continuous improvement planning and implementation. This tool is consistent with the Waiver expectations and is highly supported by the U.S. Department of Education because of its history of success in helping schools plan for and implementation of continuous improvement strategies

Currently, 25 states and agencies use Indistar to improve their efficiency and enhance their capacity to support strong educational outcomes for all students. Many states use the tool to compile reports necessary to meet federal and state accountability requirements. Since the

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
September 25, 2013
Page 2

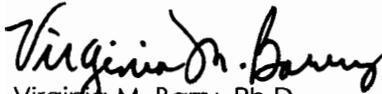
reorganization of the comprehensive centers, ADI has continued to maintain Indistar and provide a customized environment in collaboration with its subscribers.

Indistar is a password-protected online workspace for recording, organizing and retrieving the school improvement work of the school and provides:

- a convenient location for documenting evidence and findings from a comprehensive assessment of school performance;
- a guided approach to developing improvement plans based on research-based best practices;
- a strategy for posting progress updates on plan implementation and effectiveness; and
- mechanisms for retrieving reports to suit a variety of purposes that enable enhanced communication across the school community.

For New Hampshire, a key feature of Indistar is the remote coaching capability, which expands the capacity of DOE staff to provide support to schools via formative feedback, dramatically reducing travel costs and out of office time.

Respectfully submitted,


Virginia M. Barry, Ph.D.
Commissioner of Education

VMB:dc:kl:emr



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Commissioner

October 2, 2013

Virginia M. Barry, Commissioner
State of New Hampshire
Department of Education
101 Pleasant Street
Concord NH 03301

Dear Commissioner Barry:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved the Department of Education's request to enter into a contract with Academic Development Institute, Lincoln, IL, as described below and referenced as DoIT No. 2014-083.

This is a request to enter into a contract to enable the Department and public schools throughout New Hampshire to utilize the services of the Indistar Network, a tool for continuous improvement planning and implementation as recommended by the US Department of Education. This contract will be in effect from Governor and Council approval through June 30, 2014. The total amount shall not to exceed \$20,000.

A copy of this letter should accompany the Department of Education's submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn
2014-083

cc: Leslie Mason, DoIT
Ken Merrifield, DOE

Subject: Academic Development Institute - Indistar Network FORM NUMBER P-37 (version 1/09)

AGREEMENT
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>NH State Department of Education</u>		1.2 State Agency Address <u>101 Pleasant Street, Concord, NH 03301</u>	
1.3 Contractor Name <u>Academic Development Institute</u>		1.4 Contractor Address <u>121 N. Kickapoo Street, Lincoln, IL 62656</u>	
1.5 Contractor Phone Number <u>217-732-6462</u>	1.6 Account Number <u>see Exhibit B</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$20,000.00</u>
1.9 Contracting Officer for State Agency <u>Deborah Connell, Administrator, Bureau of Integrated Pr</u>		1.10 State Agency Telephone Number <u>603-271-3769</u>	
1.11 Contractor Signature <u>Pam Sneyley</u>		1.12 Name and Title of Contractor Signatory <u>Pam Sneyley Secretary/Treasurer</u>	
1.13 Acknowledgement: State of <u>Illinois</u> , County of <u>Logan</u> On <u>Sept. 3, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  <u>Julie A. Bieser</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Julie A. Bieser, Customer Service Rep, State Bank of Lincoln</u>			
1.14 State Agency Signature <u>Virginia M. Barry</u>		1.15 Name and Title of State Agency Signatory <u>Virginia M. Barry, Ph.D., Commissioner of Education</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>[Signature]</u> On: <u>9/17/13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials PS
Date 9/13/13

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

SCOPE OF SERVICES

Academic Development Institute (ADI) will provide the following services to the New Hampshire Department of Education from the date of Governor and Council approval through June 30, 2014:

- Maintain the Indistar System
- Provide periodic upgrades and improvements for all users
- Set up forms and reporting dates as requested
- Provide telephone and e-mail support
- Serve as a conduit for exchanging information among participants
- Support Turnaround School efforts

PS
Contractor
Initials

9/3/13
Date

EXHIBIT B

BUDGET

Budget through June 30, 2014

FY14

Services of Indistar Network

\$20,000.00

Total: \$20,000.00

Funding Source: Funding for this contract is 100% Federal Funds from the following account:

06-56-56-563010-32610000-102-500731
Department of Education, Title I-A 10003(a)

FY 14
\$20,000.00

Method of Payment: Payment is to be made on the basis of invoices which are supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred. If otherwise correct and acceptable, payment will be made for 100% of the expenditures listed. Invoices and reports shall be submitted to:

Deborah Connell
Administrator
NH Department of Education
101 Pleasant Street
Concord, NH 03301

PS
Contractor
Initials

9/13/13
Date

Exhibit C

There are no modifications, additions and/or deletions to form P-37, General Provisions.

Subject to Governor and Council approval, authorize the Department of Education to exercise a renewal option on this contract for up to one additional fiscal year, subject to the contractor's acceptable performance of the terms therein.

PS
Contractor
Initials

9/3/13
Date

CERTIFICATE

(Corporation Without Seal)

I Mark Williams, Vice-President of the Academic Development Institute, Inc., do hereby certify that: (1) I am the duly elected and acting Vice-President of the Academic Development Institute, Inc., an Illinois non-profit corporation (the "Corporation"); (2) I maintain and have custody and am familiar (State of incorporation) with the minute books of the Corporation; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) the following are true, accurate and complete copies of the resolutions adopted by the Board of Directors of the Corporation at a meeting of the said Board of Directors held on the 21 day of June, 2013, which meeting was duly held in accordance with Illinois law and (State of incorporation)

the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting by and through the Department of Education, providing for the performance by the Corporation of certain services, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

(5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever, and remain in full force and effect as of the date hereof; (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Sam Redding President
Mark Williams Vice President
Sam Steley Treasurer

and; (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the President of the Corporation this 13 day of September, 2013.

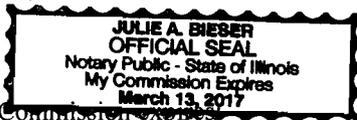
[Signature]
Vice- President

STATE OF Illinois
COUNTY OF Logan

On this the 13th day of September, 2013, before me, Julie Bieser, the undersigned, personally appeared Mark Williams, who acknowledged her/himself to be the Vice-President of Academic Development Institute, Inc. a corporation, and that she/he as such Vice-President being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as Vice-President.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

(SEAL)



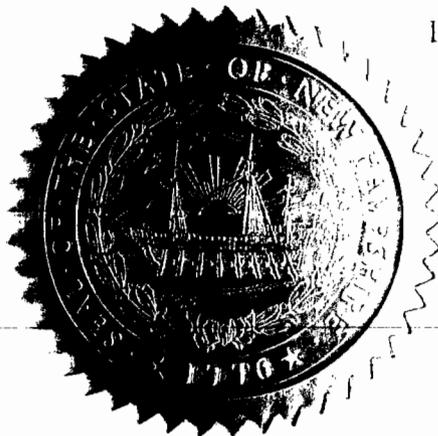
Julie A. Bieser
Notary Public/Justice of the Peace

My Commission Expires

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Academic Development Institute, Inc., a(n) Illinois nonprofit corporation, registered to do business in New Hampshire on July 16, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of July, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Bylaws

**BYLAWS OF
ACADEMIC DEVELOPMENT INSTITUTE, INC.**

**ARTICLE I
OFFICES**

The corporation shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the state.

**ARTICLE II
BOARD OF DIRECTORS**

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by its board of directors.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The number of directors shall be as many as fifteen (15). Each director shall hold office for a three (3) year term and until his successors shall have been elected and qualified. The terms shall be staggered so that the terms of approximately one-third of the board members expire in any given year. Directors need not be residents of Illinois. The maximum number of directors may be increased to any number from time to time by amendments of this section.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held for the purpose of electing directors and for the transaction of such other business as may come before the meeting. The board of directors may provide by resolution the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any three directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least two days previously thereto by written notice to each director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the

time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be satisfied in the notice or waiver of such meeting, unless specifically required by law or by these bylaws.

SECTION 6. QUORUM. A majority of the board of directors shall constitute a quorum for the transaction of business, including the annual election of directors, at any meeting of the board, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors or any directorship to be filled by reason of any increase in the number of directors shall be filled by the board of directors unless the articles of incorporation, a statute, or these bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected to fill a vacancy shall be elected for the unexpired term of his predecessor in office.

SECTION 9. COMPENSATION. Directors shall not receive any stated salaries for their services, but by resolution of the board of directors a fixed sum and expenses of attendance, if any, may be allowed for each regular or special meeting of the board, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

SECTION 10. ADVISORY COUNCILS. To provide counsel and advice to the board of directors and the officers and staff of the corporation, the board shall institute such advisory councils as it deems necessary. In such cases, the president shall be instructed to appoint members of the council appropriate to the council's purpose.

**ARTICLE III
OFFICERS OF THE BOARD**

SECTION 1. OFFICERS. The officers of the board of directors shall be a chairman and vice chairman and such other officers as may be elected by the board of directors. Officers whose authority and duties are not prescribed in these bylaws shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the board shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of the officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be.

Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. CHAIRMAN. The chairman shall preside at all meetings of the board of directors. The chairman shall determine the membership of committees established by the board of directors.

SECTION 5. VICE CHAIRMAN. In the absence of the chairman, the vice chairman shall preside at meetings of the board of directors and will perform other duties as assigned by the chairman.

**ARTICLE IV
OFFICERS OF THE CORPORATION**

The officers of the corporation shall include a president, vice president, treasurer, secretary, and other officers established by the board or the president. Any two or more offices may be held by the same person.

SECTION 1. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he shall be in charge of the business and affairs of the corporation; he shall see that the resolutions

and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, he may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary or with an officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 2. VICE PRESIDENT. The vice president shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors. In the absence of the president or in the event of his inability or refusal to act, the vice president shall perform the duties of the president and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, the vice president may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary or with any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 3. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He shall: a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; b) have charge and custody of all funds and securities of the corporation, and be responsible therefor, and for the receipt and disbursement thereof; and c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 4. SECRETARY. The secretary shall record the minutes of the meetings of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required

by law; be custodian of the corporate records and of the seal of the corporation; keep a register of the post office address of each director which shall be furnished to the secretary by such director; and perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the board of directors.

ARTICLE V ADVISORY COUNCILS

SECTION 1. NATIONAL ADVISORY COUNCIL. A National Advisory Council consisting of scholars, practitioners, and consumers of education shall offer advice and counsel regarding ADI's research and scholarly publications.

SECTION 2. COUNCIL FOR PARENTS & LEARNING. A Council for Parents & Learning, consisting of representatives of organizations with interests similar to those of ADI, including schools, and with a majority of its members being parents of pre-school or school-age children, will provide advice and counsel regarding ADI's programs and collaborations.

SECTION 3. COUNCIL FOR CHILDREN WITH DISABILITIES. A Council for Children with Disabilities, with the majority of its members consisting of parents of children with disabilities, shall provide oversight, advice and counsel regarding ADI's programs and affiliations relative to special education and support for families of children with disabilities.

ARTICLE VI CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers or agents so authorized by these bylaws to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer and countersigned by the president or vice president of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select or may authorize the president or treasurer to select.

SECTION 4. GIFTS. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the corporation.

ARTICLE VII BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its board of directors.

ARTICLE VIII

The fiscal year of the corporation shall be fixed by resolution of the board of directors.

ARTICLE IX SEAL

The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois."

ARTICLE X WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the GENERAL NOT FOR PROFIT CORPORATION ACT of Illinois or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI AMENDMENTS

The power to alter, amend, or repeal the bylaws or adopt new bylaws shall be vested in the board of directors unless otherwise provided in the articles of incorporation or the bylaws. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

Approved

Proposed Amendment to Bylaws for Academic Development Institute

Conflict of Interest Policy

Article I: Purpose

The purpose of the conflict of interest policy is to protect Academic Development Institute, a nonprofit, tax-exempt organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II: Definitions

1. Interested Person – Any director, principal officer, or member of a committee or council with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,
 - b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation agreement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board, council, or committee decides that a conflict of interest exists.

Article III: Procedures

1. Duty to Disclose – In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of councils with governing board delegated powers considering the proposed transaction or arrangement.
2. Determining Whether a Conflict of Interest Exists – After disclosure of the financial interest and all material facts, and after an discussion with the interested person, he/she shall leave the governing board or council meeting while the

Key Personnel

Sam Redding, Ed.D.

Pam Sheley

Lois Myran

Mark Williams

Jurijus Jarmakas

SAM REDDING, ED.D.

Executive Director, Academic Development Institute

Professional Experience and Accomplishments

SAM REDDING, a former high school teacher and college dean and vice president, since 1984 has served as the Executive Director of the Academic Development Institute (ADI), and since 2005 as director of the Center on Innovation & Improvement. He received the “Those Who Excel” Award from the Illinois State Board of Education in 1990, the Ben Hubbard Leadership Award from Illinois State University in 1994, and the Ernie Wing Award for Excellence in Evidence-Based Education from the California-based Wing Institute in 2012. He has been executive editor of the *School Community Journal* since 1991 and was a senior research associate of the Laboratory for Student Success (LSS) at Temple University from 1995 to 2005 where he led the Lab’s work on comprehensive school reform. He has edited four books on family–school relationships, authored a book on school improvement, edited books on statewide systems of support, and written articles and chapters in the areas of school management, school improvement, and factors affecting school learning. Dr. Redding served on the IES expert panel on school turnarounds and coauthored its 2008 report: *Turning Around Chronically Low-Performing Schools*. He was a member the United States delegation and presented on school turnarounds at the Korea Bilateral Seminar on Study Examining Turning Around Low-Performing Schools in Seoul, Korea, in 2012. In 2012 he also served on the Council of Chief State School Officers’ Working Group on Supports and Interventions. Dr. Redding has consulted with more than 30 state education agencies on their systems for school improvement. He holds a doctorate in Educational Administration from Illinois State University, master’s degrees in both Psychology and English, and is a graduate of Harvard’s Institute for Educational Management.

Education

- Doctor of Education, Educational Administration, Illinois State University, Normal, Illinois,
- Master of Arts, English, University of Illinois, Springfield, Illinois
- Master of Science, Psychology, Illinois State University, Normal,
- Post-Doctoral, Institute for Educational Management, Harvard University

Professional Background

- 2005-2012, Director, Center on Innovation & Improvement
- 1984-2012, Executive Director, Academic Development Institute
- 1995-2006, Senior Research Associate, Laboratory for Student Success (Mid-Atlantic REL)
- 1972-1984, Vice President and Dean of the College, Lincoln College
- 1968-1972, Teacher of Special Education and Social Studies, LeRoy High School

Related Publications and Major Presentations

Selected Publications

- Brown, J., Muirhead, M., Redding, S., & Witherspoon, R. (2011). *Changing the conversation: Parental involvement in low-achieving high schools*. Lincoln, IL: Center on Innovation & Improvement.
- Herman, R., Dawson, P., Dee, T., Greene, J., Maynard, R., & Redding, S. (2008, May). *Turning around chronically low-performing schools*. Washington, DC: U.S. Department of Education, National Center for Education Evaluation and Regional Assistance, Institute of Education Sciences.
- Kerins, T., Perlman, C., & Redding, S. (Eds.) (2009). *Coherence in statewide systems of support*. Lincoln, IL: Center on Innovation & Improvement.
- Patrikakou, E. N., Weissberg, R. P., Redding, S. & Walberg, H. J., (2005). *School-family partnerships for children's success*. New York: Teachers College Press.
- Perlman, C. & Redding, S.(Eds.) (2010). *Handbook on effective implementation of school improvement grants*. Lincoln, IL: Center on Innovation & Improvement.
- Redding, S. & Keleher, J. (2010). Evaluating parent programs. In D. Hiatt-Michael (Ed.). *Promising practices to support family involvement in schools*. Charlotte, NC: Information Age Publishing.
- Redding, S. & Sheley, P. (2005). Grassroots from the top down. In E. Patrikakou, R. Weissberg, S. Redding, and H. Walberg, *School-family partnerships for children's success*. New York: Teachers College Press.
- Redding, S. & Walberg, H. (Eds.) (2008). *Handbook on statewide systems of support*. Charlotte, NC: Information Age Publishing.
- Redding, S. (2006). Que piensan padres y profesores de la escuela y unos de otros, *Cultura y Educacion*, Oct.-Dec.
- Redding, S. (2006). *The mega system: Handbook for continuous improvement within a community of the school*. Philadelphia: Laboratory for Student Success and Academic Development Institute.
- Redding, S. (2007). How parents and teachers view their school communities. *Marriage and Family Review*.
- Redding, S. (2007). Indicators of successful restructuring. In H. Walberg (Ed.), *Handbook on restructuring and substantial school improvement*. Charlotte, NC: Information Age Publishing.
- Redding, S. (2007). Systems for learning. In H. Walberg (Ed.), *Handbook on restructuring and substantial school improvement*. Charlotte, NC: Information Age Publishing.
- Redding, S. (2009). The support of coherence in pursuit of student learning. In T. Kerins, C. Perlman, & S. Redding, *Coherence in statewide systems of support*. Lincoln, IL: Center on Innovation & Improvement.
- Redding, S. (2011). Application of *Improving Student Learning*. In H. Walberg, *Improving student learning: Action principles for families, classrooms, schools, districts, and states*. Charlotte, NC: Information Age Publishing.
- Redding, S. (2011). School improvement and baseball: Both take a strong team, commentary in *Education Week*, February 23, 2011.
- Redding, S. (2012). *Change leadership: Innovation in state education agencies*. Oakland, CA: Wing Institute

Redding, S., & Walberg, H. (2012). *Promoting learning in rural schools*. Lincoln, IL: Center on Innovation & Improvement.

Rhim, L., Hassel, B., & Redding, S. (2008). State role in improving school improvement. In S. Redding & H. Walberg (Eds.), *Handbook on statewide systems of support*. Charlotte, NC: Information Age.

Rhim, L., & Redding, S. (2011). *Fulcrum of change: Leveraging 50 states to turn around 5,000 schools*. Lincoln, IL: Center on Innovation & Improvement.

Selected Presentations

Redding, S. (2011, June). *Rapid and sustainable change*. Training for SIG schools and SEA in New Mexico, Albuquerque, NM.

Redding, S. (2011, May). *Leadership for change*. National SIG conference, Chicago, IL

Redding, S. (2011, May). *Rapid and sustainable change*. National SIG conference, Denver, CO.

Redding, S. (2011, April). *Leadership for a new generation of learners*. Training for school administrators. Henderson State University, Arkadelphia, AR.

Redding, S. (2011, April). *What is new for a new generation of learners*. Keynote for Idaho Title I Conference. Boise, ID.

Redding, S. (2011, April). *Rapid and sustainable change*. National SIG conference, Washington, DC.

Redding, S. (2011, February). *School improvement and turnarounds*. Training for Texas ESCs, Austin, TX.

Redding, S. (2011, February). *Turning around low-performing schools*. Webinar for Association of Education Service Agencies and Regional Education Laboratories.

Redding, S. (2011, February). *School improvement grants at mid-year*. National Title I Conference, Tampa, FL.

Redding, S. (2010, October). *Turning around low-performing schools*. Mid-Continent REL, Branson, MO.

Redding, S. (2010, August). *The culture of candor*. Keynote for Bureau of Indian Education, Tuba City, AZ.

Redding, S. (2010, June). *Turning around low-performing schools*. REL Midwest, Bloomington, IN.

Relevant Professional Affiliations

- Association for Supervision and Curriculum Development
- American Educational Research Association

- Advisory Board: State Implementation and Scaling-up Evidence-based Practices (*SISEP*) Center.

Pam Sheley

Director of Business and Client Services

Director of Publications

Academic Development Institute

Education

B.S. Psychology 1985 MacMurray College

M.A. English 2007 University of Illinois at Springfield

Related Experience

- Served as the business manager for Academic Development since 1999
- Co-authored “Grass roots from the top down: The state’s role in family-school relationship” in *School-Family Partnerships for Children’s Success*
- Edited along with Sam Redding and Marilyn Murphy the *Handbook on Family Engagement*, 2011
- Authored the chapter *Bridging Two Worlds for Native American Families* in Redding, Murphy, & Sheley (Eds.), *Handbook on Family Engagement* (2011)
- Since 2009, serves as the liaison between ADI and the Bureau of Indian Education and assists with training for Native Star
- Since 2010 has been a member of the Core Leadership Team formed at the direction of the BIE Director for the oversight and implementation of Native Star
- Edits, designs, and oversees publications for Academic Development Institute and the Center on Innovation & Improvement including *Handbook on Restructuring and Substantial School Improvement*, *Handbook on Statewide Systems of Support*, *The Mega System*, *Coherence in the Statewide System of Support*, *School Turnarounds: Actions and Results*, *School Turnarounds: A Review of the Cross-Sector Evidence on Dramatic Organizational Improvement*, *Breaking the Habit of Low Performance*, *Performance-Based Dismissals*, *Tough Decisions*, *Handbook on Effective Implementation of School Improvement Grants*

Lois Myran

Educational Consultant

SUMMARY OF QUALIFICATIONS

- Highly motivated, goal-oriented professional with exceptional leadership, collaboration, and communication skills
- Thirty-six years of successful management experience at all levels of education including, classroom, building, district, area educational services and state level
- Strong background in the development and delivery of curriculum, assessment and professional development initiatives
- Experienced in leading and motivating teacher and administrator educational initiatives

PROFESSIONAL EXPERIENCES AND ACCOMPLISHMENTS

Leadership Experience

- Assisted numerous state departments of education in the set-up and training of their Indistar process
- Served as a resource and contact person for states using the Indistar process
- Developed an online professional development plan template and guiding documents for the state of North Dakota
-
- Testified to the ND Legislative Conference Committees on education issues and budget requests
- Designed a standards based teaching cycle professional development for the state of North Dakota
- Directed the implementation of a school improvement tool, NDMILE for the state of North Dakota
- Developed and implemented a model for curriculum and professional development for twenty districts in Roughrider Education Services Program
- Mentored directors of the nine Regional Educational Associations in ND
- Designed and organized over twenty - five professional conferences with national level speakers for 300 - 600 educators
- Completed executive coaching – EXCEL Leadership Inc.
- Developed and managed budgets up to \$650,000
- Assisted in developing and implementing strategic plans for RESP
- Planned the agenda and facilitating monthly meetings for 40 administrators and governing board members
- Conducted and analyzed annual needs assessments for twenty districts in RESP
- Conducted leadership team meetings for school improvement and curriculum

mapping

- Testified at the ND State Legislature hearings on REAs and other educational issues
- Lead the school improvement process as team chair for six districts
- Developed and wrote the Teaching American History grant for forty-five districts with a \$499,000 annual budget
- Attended in-depth curriculum training to develop a system to engage twenty districts in the curriculum mapping process including; researching benefits, training teachers in electronic mapping tools, providing professional development, developing assessments and aligning curriculum maps to the state standards and benchmarks
- Lead content area teams in the writing and developing curriculum documents
- Developed and implemented professional development plans for districts
- Selected for outstanding leadership by the ND Elementary Principal's Association Golden Apple Award and Service to Children Award recipient

Professional Memberships

- Advisory member for the North Dakota Curriculum Initiative
- Executive Board Member and Secretary for Learning Forward North Dakota
- Member of the National Learning Forward
- Member of the National Association of Supervision and Curriculum Development
- Member of the North Dakota Council of School Administrators (NDCEL)
- Appointed to the North Dakota Standards, Assessment, Learning and Teaching Committee (SALT)
- Attended the NDCEL, NDSBA and NDAESP Conferences annually
- Member of Association of Educational Service Agencies (AESAs)

PROFESSIONAL WORK EXPERIENCE

Educational Consultant for Center on Innovation and Improvement, 2012 to present

Academic Development Institute, and ND Department of Public Instruction

Independent Consultant

ND Department of Public Instruction 2009 – 2012

Director of Professional Development

Roughrider Education Services Program 2002-2009

Director

Dickinson Public Schools

1995- 2006

Director of Curriculum and Professional Development

Dickinson Public Schools

1989-2002

Elementary Principal at Lincoln Elementary

Dickinson Public Schools

1983-1989

Primary Classroom Teacher

1969-1979

EDUCATION AND SPECIAL TRAINING

University Of North Dakota – Grand Forks, ND

1989-Present

North Dakota State University – Fargo, ND

Minot State University – Minot, ND

Graduate Course Work In Related Educational Topics

University Of Mary – Bismarck, ND

1989

Masters Of Arts In Administration

Critical Course Work Included:

- Curriculum And Design
- Process Writing Approach In Primary Classrooms
- Instructional Supervision

Concordia College – Moorhead, MN

1969

Bachelors Of Science Degree In K-8 Elementary Education

Critical Course Work Included:

- Field Study In K-6 Elementary Classroom Instruction

Mark Williams

Professional Experience

2012

Senior Leadership

Strategist

Academic Development Institute

Responsible for working with state and districts partners to provide research, training, and tools for leadership and supervision of rapid district and school improvement.

2005-2012

State Director

Career and Technical Education, Illinois State Board of Education

Responsible for administration of Illinois' efforts to maintain and grow Career and Technical Education for Illinois secondary schools and community colleges, including administration of federal Perkins funds.

Key accomplishments:

- Founding member, Illinois Pathways Initiative, innovative public-private partnership to advance youth participation in STEM Careers
- Serve as founding member of NPCR (National Partnership for Career Readiness), 2012
- Served on 2012 ACTE internal team to restructure organization and its strategic initiatives
- Collaboratively planned and began implementation of comprehensive strategic planning for Illinois CTE delivery systems
- Piloted national efforts to integrate CTE with Common Core State Standards
- Served as a primary staff coordinator for the revision of core content standards in English and Math
- Served on internal ISBE team to review school and district improvement plans
- Oversaw administration of \$88 million in federal and state grant funds without audit findings
- Ensured implementation of instructional programs to prepare students to live and work in a global economy
- Initiated Curriculum Revitalization Initiative, that provides 1200 web-based lessons, e-units, and assessments for Illinois teachers
- Experienced in developing terms and conditions for contracts and establishing clear expectations
- Maximized financial leverage in developing state contracts

- Leadership role gathering and interpreting financial and educational data to the state board of education and other related agencies
- Oversaw agency overhaul of outdated processing requirements, including transformation of paper based grant processing to web based
- Facilitated statewide delivery of 8,000 CTE programs for secondary schools throughout the state, through 57 Education for Employment Regional Collaboratives
- Advanced Illinois' position as a national leader in the *Partnership for 21st Century Skills* initiative
- Planned and delivered training to all new Education for Employment System Directors
- Communicated the vision of Illinois CTE with outside stakeholders, including Illinois Business Roundtable, Office of the Governor
- Statewide presentations on secondary-post secondary alignment of curriculum and Programs of Study
- Collaborated with Illinois Community College Board , Illinois Board of Higher Education, and Department of Commerce and Economic Development on revision of the Illinois Learning Standards
- served as a primary staff coordinator for the revision of core content standards in English and Math
- served on internal ISBE team to review school and district improvement plans

2002-2004
Pastor

Holy Trinity Parish and School, Bloomington, IL

Key accomplishments:

- Initiated catechetical training for grade school and middle school teachers
- Initiated school's first pre-K program for family networking and student recruitment
- Oversaw transition to new high school and disposition of 70 year old original high school structure
- Developed Technology Strategic Plan for school
- Initiated Special Education services to students and families
- Facilitated successful facilities management plan for three campuses
- Initiated first development strategy for aging urban parish, increasing membership by 30%

1998-2002

Pontifical North American College, Rome, Italy

**Director of
Pastoral Formation
Chair of Homiletics**

Key accomplishments:

- Oversaw the personal and professional development of thirty-five graduate students
- Responsible for goal-setting, maintenance, and faculty evaluation of individual students
- Presented students for faculty evaluation and prepared individual student evaluations
- Extensive international travel for student recruitment
- Responsible for simplification and greater efficiency in state grant administration
- Developed, maintained, coordinated and presented in weekly professional formation for graduate students
- Implemented process for instructor evaluation
- Recruited expert instructors

1995-1998

St. Peter Church, Peoria, IL

Pastor

Responsible for pastoral care, facilities management, budget and finance

Key accomplishments:

- Instrumental in the establishment of a climate which increased membership by 200% and dramatic lowering of average age of members.
- Oversaw maintenance of two buildings

Director

Office of Evangelization, Diocese of Peoria

Key accomplishments:

- Taught in adult education program and assisted in its redesign
- Co-authored diocesan marriage preparation series
- Initiated and led diocesan-wide commission on evangelization
- Assisted chief executive with research and writing

1990-1995

Peoria Notre Dame High School, Peoria, IL

Regional Parochial High School serving three counties.

Chaplain

Department Chair

Key accomplishments:

Religion

- Facilitated restoration of confidence in school to participating parishes, including families and pastors. Enrollment increase of 20%
- Promoted a school climate which fostered accountability, professionalism, and collaboration
- Initiated parent workshops in parenting skills and family catechesis.
- Oversaw professional development program for faculty of 35
- Department chair, overseeing instructional planning and teacher effectiveness
- Participated in the development of diocesan wide catechetical curriculum and assessment system
Assisted in evaluation and hiring of all new employees
- Served on Diocesan Education Commission, composing curriculum for K-12 catechetics
- Served on Diocesan College of Consultors, reviewing school requests for financial assistance

Education

- Western Illinois University, Macomb, Illinois2008-2009
..... Alternative Certification Initiative, Provisional Superintendent Certificate (Illinois Type 26)
- Pontifical University of St. Thomas in the City, Rome, Italy1985-1990
Bachelor's in Theology
Master's in Spiritual Theology
Teaching Licentiate in Spiritual Theology
- St. Mary's College, Winona, Minnesota1984-1985
Professional Studies in Philosophy
- University of Chicago1979-1983
Bachelor of Science: Behavioral Science, Departmental Honors
Minor in Politics, Economics, Rhetoric and Law

Related Experiences, Presentations and Publications

- Alderman, Ward 3, Delavan Township City Council, 2010-Present
- Treasurer, National Association of State Directors of Career and Technical Education, 2011-2012
- Member, Board of Directors of SkillsUSA, 2011-2012
- Representative of NASDCTE to Board of Directors, Association of Career and Technical Education, 2011-2012
- Member, Board of Directors, National Occupancy Competency Testing Institute, 2011-Present
- Champion of Agricultural Education, Illinois Leadership Council for Agricultural Education, 2011
- Founding member, Delavan Economic Development Council, 2008
- Honorary Member, FCCLA, 2009
- Board of Directors, High Schools That Work, Southern Regional Education Board, 2005-2012
- Presented at Data Quality Institute, at request of Office of Adult and Vocational Education, Department of Education, Washington D.C., 2007
- Illinois FFA, Honorary State FFA Degree, 2007
- Association of Career and Technical Educators, Region Three Award of Merit, 2009
- Received two Papal honors from Pope John Paul II, 2000 and 2003

- Member, Illinois Business Roundtable Taskforce for High School Reform, 2009
- Chaired Taskforce on Career Development for Illinois Department of Commerce and Economic Development, 2007

Professional Associations:

Illinois Association of Career and Technical Educators

Illinois Association of Administrators of Career and Technical Education

Association of Career and Technical Education (national)

Association for Supervision and Curriculum Development

American Society for Training and Development

SkillsUSA

Publications:

Co-author with Dr. Mary Waters, "College and Career Readiness, Handbook on Family and Community Engagement", Center for Innovation and Improvement; 2012

Jurijus Jarmakas

.NET Developer

Experienced in all aspects of software development: modeling of business processes, development, programming, administration, deployment, environment and Enterprise security setup.

Hands on experience with a wide range of platforms such as Windows, Unix/Linux, OpenVMS and z/OS; development platforms – Microsoft .NET and J2EE.

Deep knowledge of many high and low level programming languages such as: .NET, Java, C/C++, 80x86 Assembly Language, z/OS JCL and etc.

Expertise in several business areas:

- Compliance
- Ecommerce
- Auto Dealer Services
- Railcar Fleet Management
- Insurance
- Health Care/Home Health
- Finance/Accounting
- Banking
- Social Security
- Child Welfare

Languages and components used:

.NET Framework, C#, VB .NET, J2EE, COM+, ASP.NET, Web Services, C/C++ (MFC, STL, Win32, DEC C), Java, Visual Basic 6.0, XML, XSLT, XHTML, DTD, CSS, JavaScript, VB Script, UML (Rational Rose and Visio), SQL (SQL Server T-SQL, DB2, Oracle), Visual FoxPro, ActivePerl, Gembase, DEC DCL, FORTRAN, z/OS JCL, 80x86 Assembly Language.

Databases used:

Microsoft SQL Server, MySQL, DB2 on OS/390 z/OS, ORACLE, Gembase, Microsoft Access

LDAP type directories:

Microsoft Active Directory, Sun ONE Directory

Development tools:

Microsoft Visual Studio .NET, WebSphere Studio Application Developer, Eclipse, NetBeans, WebLogic Workshop, Microsoft Visual Studio 6.0, Microsoft Visual C++, Microsoft Visual Basic, Microsoft Visual FoxPro, Rational Rose, Visio, XML Spy,

ClearCase, Visual SourceSafe, Oracle 7 Workgroup Server, Oracle Programmer 2000, VisualAge for Java, BEA Weblogic Enterprise, GNU Utilities, IDA Pro, WinDbg.

Education: Master of Science

Employment history and implemented projects

Deloitte Touche Tohmatsu Services Inc.
Chicago, IL
Sr. Software Engineer

May 2008 – Present

Design and Development of Deloitte Entity Search & Compliance (DESC) System based on .NET Framework 3.5 and WCF.

Responsibilities:

- Design and development of ASP.NET User Interface, Business Logic, Data Access classes and Stored Procedures for application modules:

- Entity
- Change Request
- Service Request
- Workflow Activities
- Searches

- Design and development of history tracking process
- Application re-factoring
- Writing Unit test using Rhino Mocks
- Application performance improvement

Tools and Software used: Visual Studio 2008, Subversion, CruiseControl, ReSharper, GhostDoc, NCover, NUnit

DELL, License Technologies Group
Buffalo Grove, IL
Team Lead

December 2007 – April 2008

Development of International Service Oriented Architecture (SOA) Ecommerce applications for Microsoft, VMWare, TrendMicro and Citrix to sell software online.

Implemented Ecommerce applications for:

- Microsoft Office 2007 Online Store
- Microsoft Office Genuine Advantage Online Store
- Microsoft Office Accounting Online Store for US and UK
- Microsoft XBOX HDDVD Online Store
- Microsoft Office 2007 Online Store for Datenlotsen (Germany)
- VMWare, TrendMicro and Citrix Online Stores

Responsibilities:

- Architectural Design of applications
- Technical solutions
- Integration with GlobalCollect
- Integration with Export Compliance Engine TradePoint
- Financial Reports
- Support of backend systems
- Providing assistance to Customer Support
- Estimation of work
- Mentoring

*Automatic Data Processing, Inc.
Madison, WI
Sr. .NET Architect/Lead*

October 2007 – December 2007

- Development and architecture of application for Auto Dealer Services
- Conversion of application from ASP/VB 6.0 to .NET platform
- Development of data exchange solution between dealerships and OEMs on BizTalk
- Technical lead for offshore team of developers
- Resolving technical issues for offshore team

*American Railcar Industries, Inc
St. Charles, MO
Technical Team Lead*

February 2007 – October 2007

Developed ASP.NET 2.0 SQL Server internet and intranet applications for railcar fleet management and repair: car set up, customer management, shopping, project management, online services; integration with GLOVIA ERP system ORACLE database.

Developed eCommerce site for American Railcar Industries based on Commerce Starter Kit, Subsonic, AJAX; created image map editor, interactive pages to enable selection of a product from an image map; browser based spread-sheet data entry to support variable product attributes.

Distributing of work between team members, code reviews, creation and identification of reusable components to be used by developers to ensure right business rule implementation and code unification.

*State Farm/Spherion
Bloomington, IL
Internet/Intranet Security Consultant*

June 2003 – February 2007

Designed, implemented and coordinated security solutions for State Farm Insurance Company.

Designed security solutions for .NET, J2EE and COM platforms; wrote security scripts for application in DMZ and on the internal network; provided authentication, authorization and single sign-on solutions.

Provided integration of J2EE applications with IBM WebSeal environment. Enabled Kerberos authentication for software components deployed on UNIX AIX platform, cross-forest authentication; setting remote VPN connections to WebSeal.

Managed Active Directory global and domain local groups, defined Group Policies.

Designed and implemented security for State Farm web services for Florida DMV (Department of Motor Vehicles): ASP.NET, BizTalk and WebSphere.

Provided explanation of FileNet security infrastructure, FileNet P8 Application Engine, Image Services Resource Adapter, Content and Process API, FileNet P8 Process Engine, Content Engine, Image Services, P8 Object Database; designed FileNet security components.

Wrote high performance VB 6.0 encryption COM component for statefarm.com DMZ, with performance comparable to C/C++ implementation.

Performed vulnerability assessment tasks.

Discoveries of vulnerabilities; review of code.

Auditing of companies conducting business with State Farm; identifying vulnerabilities and proposing solutions to the management of State Farm.

*MLESoft
Chicago, IL*

February 2006 – December 2007

Business Process Management and Workflow

Designed and developed graphically driven Business Process Management and Workflow application to manage multistage and interconnected enterprise processes; Java Rich client Web-start application for an office use and web-based application to be used in the field via smart/Pocket PC phone.

Graphical interface based on JGraph open source components. Swing interface – Spring Rich Client. Web based interface and server components – Spring Rich Client.

Deployed on a Linux server, Fedora Core 5.

*MLESoft
Lincoln, IL*

August 2004 – December 2004

Home Health Care Plan Software

Design and development of J2EE software based on Aspect Oriented Programming and Open Source components.

Creating, marketing and sales of Home Health Care Plan software for Home Health agencies based on Spring MVC Web application framework, iBatis, Tomcat, MySQL.

Implementation of Swing Rich Client application for case management, build upon Inversion of Control (IoC) container, AOP framework to manage transactions and security, JDBC abstraction layer, form data binding between UI components and POJOs, validation layer and Action framework.

Open Source components used:

- Spring Framework
- Rich Client Spring Framework
- AOP Alliance
- Acegi
- Jasper Reports
- JCOM
- JGoodies
- Glazed Lists
- Jazzy
- JCalendar
- JFreeChart
- SwingX
- Ant

Created prototype for wireless PDA application on .NET platform.
Deployment and analysis of Compiere accounting software.

American Management Systems (AMS)

March 2001 – June 2003

Springfield, IL

Architect, Application Developer and Business Analyst

Development of ASP .NET application framework elements and components.

Utilization and customization of the Microsoft best practices Microsoft® Data Access Application Block for .NET for accessing Microsoft SQL Server™ databases.

Development of Customized Server Controls by sub classing existing controls and Pages, creating user controls.

Implemented Model-View-Controller pattern to modularize the user interface functionality of a Web application to enable easy modifications of the individual parts and separation of user interface logic from business logic.

Implemented Page Controller pattern to achieve reuse and flexibility and avoid code duplication.

Illinois Statewide Automated Child Welfare Information System (SACWIS) Web Application

Software used:

Microsoft Visual Studio, Microsoft Visual Basic 6.0, Rational Rose, Visual SourceSafe, DB2 OS/390 7.1.1, XML Spy, Microsoft Script Debugger, IE 5.5, IIS 5.0, Application Center 2000, G7x Build Manager 2000, Xceed Streaming Compression v1.1

Architecture, modeling and implementation of Illinois SACWIS intranet web application hosted on multiple Windows 2000 servers running Internet Information Server 5.0.

Design and implementation of all layers of the application based upon the Microsoft Windows DNA (Distributed Network Architecture) model. Design and implementation of User Interface hosted on the Internet Explorer 5.5 implemented using a combination of XHTML, ECMA Script (JavaScript), XSLT and CSS 2.0, Business and Data Access layers as a COM+ server application developed with Visual Basic 6.0.

Development of Sequence Diagrams and VB COM+ class diagrams for the business processing in Rational Rose. Generated customized VB COM+ classes and methods signatures from the Rational Rose diagrams using Extensibility Interface and Rational Rose Script. Participated in meetings with Business Domain specialists.

IT Design Limited

Dublin, Ireland

Software Engineer, Senior Application Developer

Feb 2000 – Feb 2001

Software used:

Microsoft Visual Studio, Microsoft Visual C++, Microsoft Visual Basic, Rational Rose, Visual SourceSafe, Oracle 7 Workgroup Server, Oracle Programmer 2000, DB2, VisualAge for Java, BEA Weblogic Enterprise, GNU Utilities.

Design and implementation of software products into the Social Services market (social security, pensions, health insurance, employment services, etc). Development of CURAM framework-based product for Social Services market. Implemented programming code for the application framework and business logic module. Client-Server model development using UML (Rational Rose), C++, SQL, Java, XML. Design, implementation and deployment of Java-based solutions: applications, applets, and servlets, use of the JavaBeans™ component model.

Implemented design based on use cases. Design of UML models: conceptual, interaction and class diagrams. Design of class diagrams in the Rational Rose for the business processes: DAL (data access layer), BPL (business process layer). Development of the Business modules for the administration of Concern Roles (person, employer, information provider, product provider, service provider, utilities) and Contributions. Implemented data access and data processing operations in C++. Interaction with the database through XA interface and client through CORBA. C++ code review.

Testing of Business processes. Comparing of the output data against the expected data in XML format. Processing XML using DOM in VisualAge for Java environment. Changing the project model to meet testing requirements. Preparing XML and DTD testing scripts.

Involvement in the process of changing the organization of the software development, assignment responsibilities among project developers.

OMNITEL Closed Stock Company
Vilnius, Lithuania
Senior Programmer at IT Department

Aug 1996 - Feb 2000

Software used:

Gembase, DCL, Microsoft Visual Basic, Microsoft Visual FoxPro, Microsoft Visual C++, DEC C, Microsoft SQL Server and Microsoft Access

Operating systems:

Windows NT, Windows 95/98, OpenVMS (Alpha Server), UNIX

Maintenance and development of billing systems, technical projects management and programming.

Administrated and programmed for Jupiter billing system and Scala accounting system.

Implemented Projects

Distribution center for the bank's transactions

Distribution of transactions among companies different financial systems. Gathering and unification of transactions from different banks into one database. Development of batch and user processing modules. Applied record locking strategies for enabling multi user environment, eliminating long locks and deadlock situations, applying work distribution among users (business based solution). Database tuning and indexing for performance improvement. Communication with users (clients) on the daily basis for system usability and performance improvement. Distribution of data from one source (database) to two different systems and platforms. Data transfer to Windows NT (Scala system) and OpenVMS (Jupiter system). Development of FTP module on Windows using MFC, with the windows GUI. Integration of the model with existing business processes. Enabled implicit and explicit user control of batch processes. Synchronized work of different departments (users of the system).

Payments through credit cards

Design of database for holding information about clients and their credit cards attributes. Designed the modules for maintenance of data and processing credit cards authorization results. Integration with existing Jupiter and Scala systems (payment import). Formation of data for the program for credit card authorization. Enhancement of existing Batch Pos program for thorough integration using C++ and Microsoft Foundation Classes.

Payments through direct debit

Design and implementation of the project for enabling the clients to pay through direct debit. Design the user interface for the maintenance client's data. Exchange the information among banks for the data processing. Integration with the Jupiter system.

E-Commerce project

Implemented server side processing for the Omnitel company e-shop. Processing, authorization and storage of received orders, payment processing through credit cards. Sending the results of the client's purchase to the mobile phone and e-mail.

Certifications & Titles:

Microsoft Certified Solution Developer (MCSD) for Microsoft .NET Early Achiever
Microsoft Certified Application Developer (MCAD) for Microsoft .NET Charter Member

Passed tests:

Exam 70-300: Analyzing Requirements and Defining Microsoft .NET Solution Architectures

Exam 70-315: Developing and Implementing Web Applications with Microsoft Visual C#™ .NET and Microsoft Visual Studio .NET

Exam 70-316: Developing and Implementing Windows-based Applications with Microsoft Visual C# .NET and Microsoft Visual Studio .NET

Exam 70-320: Developing XML Web Services and Server Components with Microsoft Visual C# and the Microsoft .NET Framework

Exam 70-329: Designing and Implementing Databases with Microsoft SQL Server™ 2000 Enterprise Edition

Sun Certified Programmer for the Java 2 Platform

IBM Certified Specialist – IBM VisualAge for Java, Professional Edition, v3

Training:

Microsoft Approved Course: System Administration for Microsoft SQL Server 7.0 (#832)

The Course Gembase Advanced (Northampton, UK)