

PROFESSIONAL SERVICES AGREEMENT

RESTORATIVE JUSTICE PROGRAM GRANTS (\$100,000)

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL OF COOK COUNTY

AND

UMOJA STUDENT DEVELOPMENT CORPORATION

CONTRACT NO. 1553-14829B

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

| | |
|--|----|
| TERMS AND CONDITIONS | 1 |
| ARTICLE 1) INCORPORATION OF BACKGROUND | 1 |
| ARTICLE 2) DEFINITIONS | 1 |
| a) Definitions..... | 1 |
| b) Interpretation..... | 2 |
| c) Incorporation of Exhibits..... | 3 |
| ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT..... | 3 |
| a) Scope of Services..... | 3 |
| b) Deliverables..... | 3 |
| c) Standard of Performance | 4 |
| d) Personnel..... | 4 |
| e) Minority and Owned Women's Business Enterprises Commitment..... | 5 |
| f) Insurance..... | 6 |
| g) Indemnification..... | 8 |
| h) Confidentiality and Ownership of Documents | 9 |
| i) Patents, Copyrights and Licenses | 9 |
| j) Examination of Records and Audits..... | 10 |
| k) Subcontracting or Assignment of Contract or Contract Funds..... | 11 |
| ARTICLE 4) TERM OF PERFORMANCE..... | 12 |
| a) Term of Performance..... | 12 |
| b) Timeliness of Performance..... | 13 |
| c) Agreement Extension Option..... | 13 |
| ARTICLE 5) COMPENSATION | 13 |
| a) Basis of Payment..... | 13 |
| b) Method of Payment | 13 |
| c) Funding..... | 14 |
| d) Non-Appropriation | 14 |
| e) Taxes..... | 15 |
| f) Price Reduction..... | 15 |
| g) Consultant Credits..... | 15 |
| ARTICLE 6) DISPUTES..... | 15 |
| ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE..... | 16 |
| WITH ALL LAWS..... | 16 |
| ARTICLE 8) SPECIAL CONDITIONS..... | 16 |
| a) Warranties and Representations..... | 16 |
| b) Ethics..... | 17 |
| c) Joint and Several Liability | 17 |
| d) Business Documents..... | 18 |
| e) Conflicts of Interest | 18 |
| f) Non-Liability of Public Officials | 19 |
| ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION..... | 19 |
| AND RIGHT TO OFFSET..... | 19 |

| | |
|---|----|
| a) Events of Default Defined | 19 |
| b) Remedies..... | 20 |
| c) Early Termination..... | 22 |
| d) Suspension..... | 23 |
| e) Right to Offset..... | 23 |
| f) Delays..... | 23 |
| g) Prepaid Fees..... | 24 |
| ARTICLE 10) GENERAL CONDITIONS | 24 |
| a) Entire Agreement..... | 24 |
| b) Counterparts..... | 25 |
| c) Contract Amendments | 25 |
| d) Governing Law and Jurisdiction..... | 26 |
| e) Severability..... | 26 |
| f) Assigns..... | 26 |
| g) Cooperation..... | 26 |
| h) Waiver..... | 26 |
| i) Independent Consultant..... | 27 |
| j) Governmental Joint Purchasing Agreement..... | 27 |
| ARTICLE 11) NOTICES | 28 |
| ARTICLE 12) AUTHORITY | 29 |

List of Exhibits

| | |
|------------|---|
| Exhibit 1 | Scope of Services |
| Exhibit 2 | Schedule of Compensation |
| Exhibit 3 | Evidence of Insurance |
| Exhibit 4 | Identification of Subcontractor/Supplier/Subconsultant Form |
| Exhibit 5 | MBE/WBE Utilization Plan |
| Exhibit 6: | Economic Disclosure Statement |

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and UMOJA Student Development Corporation, doing business as a Not-for-Profit of the State of Illinois, hereinafter referred to as "Consultant", pursuant to authorization by the Cook County Chief Procurement Officer.

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Restorative Justice Program Grants. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

Consultant represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Consultant agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"Subconsultant"** means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) **Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) **Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) **Deliverables**

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Consultant of its commitments under this Agreement.

c) **Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Consultant either under this Agreement, at law or in equity.

d) **Personnel**

i) **Adequate Staffing**

Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Consultant must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Consultant to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "**Key Personnel**" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Consultant and Subconsultants must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified below, insuring all operations related to this Agreement.

i) Insurance To Be Provided

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subconsultants performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(4).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

- (1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 3) or equivalent prior to the effective date of the Agreement. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

- (2) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.
- (3) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.
- (4) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.
- (5) Consultant must require all Subconsultants to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subconsultants. All Subconsultants are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subconsultant desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.
- (6) The County's Risk Management Office maintains the rights to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

g) Indemnification

The Consultant covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Consultant shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Consultant shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Consultant to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Consultant's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Consultant shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Consultant agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Consultant carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

“Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Consultant is uncertain whether a disclosure is required under this Section, the Consultant must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Consultants and Subcontractor of the Consultant shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

l) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on January 1, 2016 ("**Effective Date**") and continue until December 31, 2016 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Consultant must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Consultant acknowledges that TIME IS OF THE ESSENCE and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Consultant nor Consultant's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this contract under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Consultant. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Consultant with all of the documents and information required of the Consultant. The Consultant may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant. No payments will be made or due to Consultant and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Consultant by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Consultant shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Consultant shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Consultant. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Consultant shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Consultant shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
 - v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
 - vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
 - vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.
- b) Ethics**
- i) In addition to the foregoing warranties and representations, Consultant warrants:
 - (1) no officer, agent or employee of the County is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.
- c) Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Consultant's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Consultant fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Consultant agrees that no charges or claims for damages shall be made by Consultant for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Consultant shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Consultant acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Consultant acknowledges that Consultant was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Consultant must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Consultant

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.
- ii) Consultant is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iv) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Consultant.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council
69 West Washington Street, Room 1110
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner

and

Cook County Chief Procurement Officer
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Consultant: UMOJA Student Development Corporation
954 West Washington Boulevard, Suite 225
Chicago, Illinois 60607
Attention: Ted Christians, Chief Executive Officer

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

EXHIBIT 1

Scope of Services



August 18, 2015

Shannon Andrews

Office of the Chief Procurement Officer

Cook County Government

118 N. Clark Street, Room 1018

Chicago, IL 60601

Dear Ms. Andrews:

Umoja Student Development Corporation (Umoja) is grateful for the opportunity to request a \$100,000 grant to invest in the expansion of our Restorative Justice (RJ) Project to Collins Academy High School and continuing our work at Tilden Career Academy High School. Restorative Justice, a model strives to prevent, interrupt, and intervene in the violence that plagues the schools and communities where these students live. At Tilden and the new Collins site, the Restorative Justice model will impact 713 students and more than 100 teachers and staff during the 2015/16 school year.

Umoja's Restorative Justice Project eliminates disconnects between support systems within a school, while building student and teacher leaders as assets in reducing violence school-wide. Umoja's Restorative Justice Project works within three of the four Cook County Restorative Justice RFP objectives: Accountability through Peace Rooms; Competency Development through re-entry interventions; and Relationship Building in Communities by sharing best practices with local leaders in RJ work in order to build strong RJ models.

Enclosed please find our proposal for funding RJ work at Collins and Tilden during the 2015/16 academic year. We are committed to providing the services proposed at the price and schedule proposed.

Sincerely,

A handwritten signature in black ink, appearing to read "Ted Christians", written over a horizontal line.

Ted Christians

Chief Executive Officer

Cook County Restorative Justice Grant 2015

Section B: Agency Description (2 pages)

Founded in 1997 as a unique school-community partnership, Umoja Student Development Corporation (Umoja) equips young people to succeed in college and confidently claim their future. Our mission to support low-income youth is advanced through intensive partnerships with schools and an infusion of expertise backed by research and tools that builds a school's capacity to create a more peaceful, productive, and college-going culture. For more than 15 years, Umoja has partnered with students, teachers and administrators at more than a dozen schools to build the capacity of schools to increase graduation rates, reduce violence, promote healthy lifestyles, and equip students for postsecondary success. Our core program areas include Restorative Justice, College & Career Readiness and Social & Emotional Learning.

During the current 2015/16 academic year, Umoja will have staff on-the-ground at a core group of 10 Chicago Public Schools (CPS) partner high schools and one community organization. We will also provided professional development, coaching and curricular resources to an additional 20 CPS high schools through programs with CPS as a district. During 2015-16, we additionally plan to expand our reach beyond Chicago. Particularly driven by the demographic shifts that have propelled more low-income first generation college students to the collar counties, we are currently in conversation with school leaders in Elgin, Waukegan and North Chicago to provide professional development, coaching and curricular resources.

Umoja's theory of change is grounded in the understanding that at schools in communities hardest hit by poverty, disinvestment and violence, organizing around academics alone is not sufficient to drive transformation. Umoja's targeted infusion of human capital and professional development of school personnel builds the capacity of the school to: 1) eliminate

the disconnects that far too many students feel between their current education and future aspirations, 2) build trust between students and adults and meet the social-emotional needs of students, and 3) reduce conflicts and restore relationships by keeping all of our students in the school and in our classrooms – with us, where we want them – rather than pushing them out onto the street. Umoja focuses on two core strategies: Restorative Justice and College Readiness Seminars using Umoja's comprehensive curriculum. Through our unique Restorative Justice model, Umoja is able to directly impact the retention of students in high school while ensuring through Seminar that they are then fully equipped to make successful postsecondary transitions.

For Umoja, our restorative justice work specifically not only allows for a culturally relevant and authentic community response to decreasing violence and conflict, but its impact stretches far beyond through its focus on restoring both perpetrator and victim to each other and to the school community. In fact, as research indicates, the link is clear – for every year a student gets closer to achieving their high school diploma, the risk of that young person being involved in violence decreases (Lochner & Moretti, 2004). It is with this in mind that Umoja focuses on the high school setting as a strategic arena for the prevention, intervention and interruption of violence. We strongly believe that if we can reduce suspensions and disciplinary infractions related to conflicts and violence, that in turn keeps students in school where we have the opportunity to teach skills, influence positive choices and prevent issues that otherwise quickly become a vicious cycle of harm and retaliation.

Section C: Executive Summary and Agency Organization Chart (2 pages)

Umoja seeks a \$100,000 grant to expand its Restorative Justice Project to a new site at Collins Academy High School (Collins) in the North Lawndale neighborhood, while continuing to support Tilden Career Community Academy High School (Tilden) in Fuller Park. Through implementing its Restorative Justice model in direct partnership with the high schools in these two high need communities, Umoja will prevent, interrupt, and intervene in the violence that plagues the schools and neighborhoods where these students live. At Tilden and the new Collins site, the Restorative Justice model will impact more than 500 students and more than 100 teachers and staff during the 2015/16 school year.

The Restorative Justice Project is a research-informed approach leveraging high schools as strategic arenas for prevention, intervention and interruption of violence. Umoja has differentiated itself by working effectively with youth while also preparing teachers and staff to identify and address issues that prevent violence and mitigate retaliation. Building on 17 years of experience, the Restorative Justice Project at Collins and Tilden will include restorative conflict resolution through an Umoja-staffed Peace Room and a school-wide Culture and Climate Team of staff from Umoja, administrators, the dean, security and police personnel, teachers, and students.

Umoja's Restorative Justice Project eliminates disconnects between support systems within a school, while building student and teacher leaders as assets in reducing violence school-wide. Umoja and the on-site staff at each school will meet weekly and work closely together on a daily basis to organize the activities detailed in the proposal and will report to their respective Umoja Program Directors. Additionally, an essential component of the Restorative Justice model is the Culture and Climate (C&C) Team. The C&C Team includes an Umoja facilitator,

administration, social workers, deans, security, lead teachers, and other appropriate stakeholders from the school and/or community.

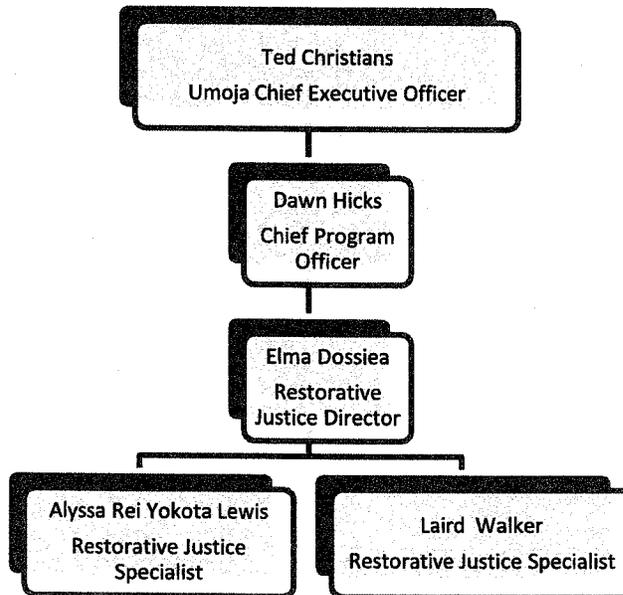
Umoja's Restorative Justice Project directly meets the following Cook County Restorative Justice RFP objectives, notably:

Accountability – Umoja will establish Peace Rooms where conflict can be mitigated in a neutral environment. Students and teachers involved in disputes will learn how to voice their concerns, manage feelings before they escalate, and come to resolution without resorting to violence that often results in an out-of-school suspension (OOS) or arrest. Students returning to school from juvenile detention or arrests that have occurred due to situations outside of the school will be guided through a restorative re-entry process that engages the student, teachers, family members, probation officers, etc. in setting the student up for a restorative re-entry to the school community with clear expectations, essential supports and accountability.

Competency Development – As part of Umoja's unique RJ Project, special attention is given to juvenile offenders re-entering the classroom. Umoja works with the student and administration to create an individual plan to ensure the establishment of a school routine and support mechanisms to assist the student in moving toward successful graduation from high school, engaging in the learning experience and identifying and reaching their academic goals, and ultimately transitioning to successful employment and/or higher education. For Umoja, Restorative Justice principles and practices are essential college and career preparation.

Relationship Building in Communities – Umoja strives to share its RJ model and actively work with community RJ leaders to build best practices. Specifically, Umoja will work with all organizations in each of our school partners and surrounding communities to coordinate services. Umoja will also work with the Local School Councils (LSCs) to educate them on RJ principles

and its effects on school culture. Additionally, through re-entry circles and other restorative justice practices, Umoja makes sure to engage all relevant stakeholders from family members to the church to the justice system in making sure students are fully supported in staying in and graduating from high school with quality postsecondary options.



Section D: Description of the Problem (2 pages)

Umoja's RJ model focuses on high school age young people from low-income, minority communities who are most vulnerable to the violence epidemic in the city and nationally. Over the last year, the North Lawndale neighborhood, where Collins is located, reported 376 robberies, 327, batteries, 173 assaults, 44 sexual assaults, and 19 murders making it the most violent community in Chicago. Tilden is located in another volatile neighborhood on Chicago's South Side. The Fuller Park neighborhood, reported 186 robberies, 175 batteries, 105 assaults, 18 sexual assaults, and 18 murders over the past 365 days (Chicago Tribune, 2015).

The Centers for Disease Control and Prevention states that violence is a pressing health issue, particularly for young people – in 2012, 4,787 young people ages 10 to 24 were victims of homicide nationwide (CDC, 2015). Among 10 to 24 year-olds nationwide, homicide is the leading cause of death for African Americans and the second leading cause of death for Hispanics (National Center for Injury Prevention and Control, 2012). Young people spend the majority of their day in school and much of the violence that occurs within this demographic begins or is exacerbated during the school day. Because of this, high schools are critical places for preventing and interrupting violence that plagues Chicago's neighborhoods. Keeping young people in school where they have opportunities for academic and future success, and out of the juvenile justice system, is key to improving neighborhood stability.

Further, the current response from schools is not working. One of every four African American public school students in Illinois was suspended at least once during the 2009/10 school year – the highest rate in the country (Center for Civil Rights Remedies, 2012). Similarly, in 2013/14 one third of African American males in CPS were suspended, as compared to only 16% of the overall student population (Consortium on Chicago School Research, 2015). Umoja

believes that Chicago as a city can no longer afford to push this critical demographic of young people out of our schools and into the street with interventions built into the criminal justice system as our only response. The link between suspensions and further violence and incarceration is clear, as “students who are suspended even once are more likely to drop out of school” (*Medill Reports Chicago*, 2011). Young people who drop out of high school, many of whom have been on a path of suspensions prior to leaving school, are more than eight times as likely to be incarcerated as those who graduate (*Advancement Project*, 2010).

Out-of-school suspensions (OOS) push significant numbers of students out of school. The average length of an OOS suspension in CPS is 2.5 days. Students need to be in school and in the classroom in order to achieve academic success. Further, students are more likely to make poor behavioral choices if they are out of school. Overall the arrest rate in CPS during the 2013/2014 school year was .527 per every 100 students. During this same year Collins reported 272 OSS suspensions, with an average length of 2.6 days; 28.5% of misconducts led to OOS suspensions. Tilden reported 300 OOS suspensions in this same timeframe, with an average length of 2.1 days; 33.7% of misconducts led to an OOS suspensions.

Umoja also works with organizations to share best practices and disseminate information. For example, last year Umoja helped connect Precious Blood Ministry of Reconciliation to the Tilden community. Umoja also collaborates with multiple CPS departments, including the Office of Social Emotional Learning and Security. Finally, Umoja staff are a part of a number of citywide collaborations focused on RJ, including the Chicago Collaborative on School Discipline/ Suspension and Expulsion Reduction Project Committee, Right on Justice, the Mayor's Commission for a Safer Chicago – Creating Restorative School Communities Committee and Embrace RJ.

Section E: Description of Target Population (2 pages)

Violence in Chicago, unfortunately, is a deep-seated problem in neighborhoods throughout the city -- from the far north to the far south sides. This violence disproportionately impacts the communities the R&V project targets. The school partners for this project are: 1) Collins High School (in North Lawndale), which is 99% low-income and 98% African American; and 2) Tilden High School (in Fuller Park), which is 97% low-income and predominately African American (70%) and Hispanic (21%). Both communities as described above are high need communities with an increasing level of violence and involvement in the juvenile justice system. For example, the districts that encompass North Lawndale in recent years have had among the highest rate of juvenile arrests in the city (Steans Family Foundation, 2011).

The Restorative Justice model focuses on high school age young people from low-income, minority communities in Chicago, who are most vulnerable to the violence epidemic in the city and nationally. If we are to reduce violence, young people need adults within their schools who understand and can respond to the causes and results of violence in strategic ways. And while our high schools remain an organizing center for so many of our young people they also remain dreadfully under-resourced, as they rely on few and fragmented services to address the massive social and emotional needs of their students. Simply put, schools cannot possibly do it alone and the Restorative Justice model is a high-impact, authentic solution that holistically addresses violence in partnership with the schools where our young people spend, and should be spending, the majority of their time.

Collins and Tilden were selected as RJ project sites because of their need for improved school climate, reduction of OOS suspension rates, and their match with Umoja's curriculum for

in-school suspensions that is developed within the framework of reducing the number of juvenile offenders. Informed by our past work with schools, we have developed a school screening tool to assist in assessing a potential school partner's fit. While we are committed to serving the highest need students and schools, we also understand that if we are going to be successful and leverage funding to its full potential, the school partner must have at least a minimum level of buy-in, capacity and systems in place. The school screen looks at school leadership investment, stability and alignment of vision and goals, as well as endorsement by the CPS Network Chief. Based on the match with the RJ project screen and the direct endorsement with the Collins and Tilden administration and Network Chief of Schools and SEL Specialist, we are excited to begin our partnership with Collins and continue our partnership with Tilden for the 2015/16 school year.

Services and programs provided by this project will reach both perpetrators of violence and victims of violence (often the same). Umoja's project is designed to specifically target those most vulnerable to violence – both victims and offenders, as well as the community as a whole. In addition to working with student conflict, Umoja makes special efforts to work with juvenile offenders who are re-entering the school setting. For these students in particular, it can be difficult to assimilate back into the school day.

Section F: Program Implementation Plan and Implementation Schedule (5 pages max)

Umoja's theory of change is grounded in the understanding that in schools in communities hardest hit by poverty, disinvestment and violence, organizing around academics alone is not sufficient to drive transformation. To complement the academic program, schools need a set of comprehensive and integrated supports to help students navigate the journey through high school to graduation and beyond. Umoja's infusion of human capital and professional development builds the capacity of the school to: 1) eliminate the disconnects that far too many students feel between their current education and future aspirations, 2) build trust between students and adults to help meet the social-emotional needs of students, and 3) address trauma, reduce conflicts, and restore relationships by keeping all of our students in the school and classrooms – with us, where we want them – rather than pushing them out onto the street.

The overarching goal of the Umoja's Restorative Justice model is to create a school culture of restoration and healing where students take accountability and responsibility for their own actions, heal themselves and their community, graduate from high school equipped with the skills to prevent violence in their community, make responsible decisions about their lives, and possess the knowledge necessary for quality postsecondary options.

Umoja's Restorative Justice model seeks to reduce violence through changes at multiple levels:

Peace Room: The Peace Room provides a critical space for students who are involved in conflicts to resolve the conflicts in peaceful ways before they escalate to violence and address the trauma and hurt caused by violence. Through the process of utilizing Peace Room services to resolve conflicts, Umoja Peace Room staff partner with students to get to the root of what is causing the conflict. Additionally, the Peace Room provides re-entry support, whether a student

has been in an In-School Suspension, Out-of-School Suspension, or juvenile detention to ensure that students who are re-entering after a fight or other conflict have resolved the conflict and are prepared to re-enter peacefully rather than attempt to seek retaliation, thus prolonging the conflict and risk of violence. Additionally, the Peace Room provides a safe space for more general conversations about harmful and negative behaviors to take place. Through these conversations, staff are able to help students problem solve around making healthy choices such as not remaining in an abusive relationship or choosing better coping mechanisms than utilizing drugs. Peace Room activities include Peace Circles, staff/student mediations and re-entry circles.

Discipline and Behavior Systems Support: Umoja collaboratively develops school systems and policies with school administration that incorporate restorative justice and emphasize the importance of keeping students in the school building, rather than suspending students with escalating violent behavior. Part of creating a restorative school discipline system includes implementing a Culture & Climate Team (C&C Team) which is comprised of Umoja staff and school administrators, deans, security and teachers and works to analyze policies and make data-driven decisions regarding staffing and student supports to help prevent violence. For example, through regularly scheduled C&C Team meetings, identifying patterns about who is getting into fights and where conflicts are happening both in the school and in the neighborhood allows Umoja and the school to make informed and real-time strategic decisions around the most effective systems, structures and programs to address each situation. In addition to looking at school wide patterns of behavior, the C&C Team at schools also regularly discuss individual students who are struggling with behavior and/or academics. This allows the team to problem solve around students to help link them with appropriate supports.

Umoja works with staff, teachers and the students to address negative influences that may still be in the student's life, create coping mechanisms, and assist with building good behavior and a strong school routine.

Teacher and Staff Professional Development: Umoja facilitates training and professional development for teachers and other school staff to develop the necessary skills to lead behavior interventions with a restorative justice mindset and prevent violence and develop positive decision making skills in the classroom and across the entire school. Of note, Umoja works with the school's law enforcement security teams to use RJ principles in de-escalating and mediating conflicts. True to the Umoja model and strategy, in order to drive a positive shift in the school culture and climate, we believe that we must actively engage both students and adults school-wide in the process rather than only serve a select group of young people in isolation. For example, in addition to ongoing professional development sessions with teachers and staff, Umoja specifically works to resolve classroom conflicts between teachers and students using restorative principles.

In-School Suspension Curriculum and Seminar/Advisory Curriculum: Umoja has developed a customizable series of curriculum units and lesson plans that focus on concepts to prevent violence both with students who have been suspended as well as the entire school community. While an increasing number of high schools are implementing In-School Suspension (ISS) programs as a way to keep young people in the school building, until Umoja's publication of our curriculum, there have been few concrete tools for discipline staff to use in this setting. For Umoja, training school staff to maximize the ISS time in a proactive way to teach skills and address behaviors is an essential part of reducing problem behaviors. It is not enough to have high standards or a strict discipline policy. Schools must also be actively teaching skills and

equipping young people to meet high expectations. Both sets of best practice Umoja curricula include topics such as conflict resolution, listening skills, problem solving, anger and its origins, bullying prevention, stress management, talking about feelings, and monitoring irrational thoughts to name a few.

Further, through our significant hands on experience with high risk schools, we have integrated several critical success factors into our Restorative Justice curriculum including: 1) direct and immediate access to restorative interventions during the school day; 2) full buy-in of administrators philosophically, programmatically and publicly to the core tenets of restorative justice; 3) alignment between restorative practices and building effective policies, systems and structures across the school community; 4) real-time data analysis that allows RJ practitioners and key school personnel to identify trends in issues and infractions, target support to students and teachers, intervene prior to incidents occurring, and communicate with stakeholders across the school community; and 5) highlighting clear links between restorative outcomes and the self interest of all involved from students to teachers to parents to administrators.

Program Schedule:

September 2015: Umoja will open the fully staffed Peace Room on the first day of school - which remains open throughout school year.

October 2015: Fall semester meetings are devoted to teambuilding, leadership development, and continuous training on RJ practices.

September, 2015 – May, 2016: Umoja will meet with staff for professional development workshops and one-on-one guidance throughout the year. As an essential component of Umoja's school-wide approach, all school staff receive an introduction to Restorative Justice philosophy and practices.

January 2016: Mid-year outcomes will be tracked and evaluated.

May – June 2016: By the end of the school year, school staff will continue to take increased ownership of the RJ model. Community Building circles are also integrated into the regular classrooms.

June 2016: End-of-year outcomes will be tracked, evaluated, and disseminated to key leaders.

Program Participants

- Adults Trained/Coached: 25-50 adults will be trained at each school with a core group of 5-10 involved in the C&C Team, who will be more intensely supported. All adults, approximately 50 per school will receive an introductory training to RJ philosophy and practices.
- Students: 150-300 served by each school's Peace Room each school.

Training for Key Staff

Umoja sets a premium on professional development training of its staff. Every Restorative Justice Specialist, including the two staff members at Tilden and Collins attends a two-day training on Peacemaking Circles from the Community Justice for Youth Institute. Additionally, these two new staff members attended Umoja's four-day Umoja University for school partners, which included three-hour morning workshops on Restorative Justice topics such as "Foundations of Restorative Justice," Restorative Conversations," "Trauma-Informed Practice," "Accountability through Restorative Practice," and "Community Building: Proactive Approaches to Promote Healthy Schools." Finally, our staff participates in regular internal and external training throughout the year.

Section G: Expected Outcomes (2 pages max)

Outcome 1: Improve the school's culture and climate as measured by a reduction in discipline code infractions and arrests.

Measures:

- Reduction by 10% in overall suspensions school-wide, as compared to prior-year data at each school.
- Reduction by 15% of the L4 – L6 (serious discipline) infractions, as compared to prior-year data at each school.
- Decrease student arrests during the school year by 10%.

Outcome 2: Increase students' knowledge, attitudes, behaviors and practices related to leadership, trauma and restorative justice.

Measures:

- More than 75% of students will self-report through surveys increased knowledge of restorative practices and use of skills learned through interventions.

Outcome 3: Increase administrators' and teachers' knowledge, behaviors and practices related to leadership, trauma and restorative justice.

Measures:

- More than 75% of faculty members and administrators participating in professional development will indicate increased understanding of restorative principles and use of restorative practices in the classroom.
- More than 75% of faculty members through school-wide surveys will report increased use of restorative practices and intervention tools by the end of the school year.

Umoja is committed to clearly documenting outcomes for internal and external audiences. We pride ourselves on being a data-informed organization and regularly hold internal Data Dive sessions organized and facilitated by our PhD-level Director of Evaluation. In addition to using data internally, our staff helps schools make data-driven decisions through the C&C Team at each school, ensuring systems are in place to track key metrics and keep more students in school, while supporting the entire school towards postsecondary success. Equally importantly, we are continually training and building the capacity of school personnel to access and analyze their data, which is critical to our evaluation efforts and to shifting school practices that prevent young people from entering the juvenile justice system. Umoja's work with schools helps schools create data systems, standardize data entry, and align their current discipline and behavior tracking systems with the services provided.

Section H: Planning and Preparation Activities (2 pages)

Planning, April-June 2015: Umoja will engage the schools in an assessment and goal-setting process for the 2015/16 school year. Additionally, Umoja will continue to build relationships with key school personnel and identify members for the Culture and Climate team.

Training, July-August 2015: C&C Teams from each of the two schools and Umoja RJ staff will participate in Umoja University (one week in July) to formalize implementation plans. As described in the previous section, morning workshops focus on RJ topics. Teams then spend the afternoon in planning and develop specific implementation plans for their schools.

Training, August – September 2015: Umoja will lead a school-wide training for all teachers and staff on restorative practices with the C&C Team and discuss its focus for the school year. This initial training includes the development and communication about systems and structures put in place at the school to fully integrate restorative justice and prevent students' involvement in the juvenile justice system.

Training, September 2015 – June 2016: The C&C Teams from across Umoja's partner schools (including Tilden and Collins) meet quarterly to share best practices and develop a professional learning community focused on restorative justice. This is an important way to connect restorative justice work and practitioners from Umoja's strategically selected neighborhoods across Chicago, ensure continued learning and development of best practices, and sustain the restorative justice movement and momentum overall.

Wrap-up, June 2016: At the conclusion of the year, Umoja, school staff and the C&C Team will meet to assess the entire year and begin planning for the next school year. During this time stake-holders will review outcomes and decide what pieces of the project worked and what pieces need to be improved upon for the next year.

RFP No. 1553-14829

Planning and training is assessed through the framework of outcomes. Best practices from the schools will be shared among our fellow restorative justice organizations in the community to ensure that all programs are following effective and successful RJ models.

Section K: Qualifications of the Proposer (3 pages max)

Founded in 1997 as a unique school-community partnership at Manley High School, Umoja equips young people to succeed in college and confidently claim their future. Umoja's core program areas include College & Career Readiness, Restorative Justice and Social & Emotional Learning. During the current 2014/15 academic year, Umoja had staff on-the-ground at a core group of 10 Chicago Public Schools (CPS) partner high schools and one community organization. Umoja is also providing professional development, coaching and curricular resources to an additional 20 CPS high schools through programs with CPS as a district. Umoja has extensive experience in Chicago high schools and organizations serving high school students, particularly in CPS and specifically working in the North Lawndale and Fuller Park communities where Collins and Tilden high schools are located.

Umoja's Restorative Justice (RJ) Program began in 2009 and worked with five high schools across the city of Chicago last year, with an ever-increasing demand and need. Over the last 2014/15 school year Umoja had the following success:

- 1,572 unduplicated (2,563 duplicated) adults were reached through training or Peace Room services
- According to Umoja's tracking, 1,240 out-of-school suspension days were avoided due to usage of Peace Room services
- Out-of-school suspension rates on average for 2014/15 were down 49% from the baseline rate before Umoja's partnership
- On average, across all schools, disciplinary referrals decreased 50% from the baseline rate

As much as these numbers indicate Umoja's impact, the examples of our work and ability to prevent further involvement in the juvenile justice system is clear from our work with schools. Last year, Umoja worked with the C&C Team at Tilden to make a flow chart and protocol for re-entry processes for students who have been away from school for an extended period of time. One of the issues identified was students returning from extended absences, often due to criminal justice system involvement, and the school having no advance warning. Often, a student would show up and simply be sent to class. The SD&I Team talked about how this was not a productive method of re-entry and amended the current protocol. The Umoja Restorative Justice staff became the facilitator of all re-entry conversations for students who have been out for disciplinary reasons, and arrests. For example, a student returned from a combined 70 days in jail and rehabilitation for substance abuse issues. Since he was 18, no one informed the school that he was coming back. Umoja staff was asked to conduct the re-entry conversation with the assistant principal. This also gave Umoja the opportunity to model a thorough re-entry conversation. The goal was to show the staff at Tilden how a re-entry conversation should look and the breadth of topics covered typically. The conversation touched on his feelings about returning to school, what work he would be expected to make up, his feelings about his stay in both jail and rehab, and had him go over some coping methods he learned while in rehab, as well as provided phone numbers of people to call if he needed support. Re-entry was very smooth for this student, and he stayed in school through the end of the school year. He also completely caught up on his work, and reported to Umoja staff this spring that he has not relapsed.

List of References

Chad Adams, Principal, Sullivan High School

RFP No. 1553-14829

****Site of project previously funded by Cook County***

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Phone: (773) 534-2000

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Janice Wells, Principal, South Shore International College Preparatory High School

Address: 1955 E 75th St, Chicago, IL 60649

Phone: (773) 535-8350

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Maurice Swinney, Principal, Tilden High School

Address: 4747 S Union Ave, Chicago IL 60609

Phone: 773-535-1625

Email: mswinney@cps.edu

Section L: Key Personnel (no limit)

See resumes for additional information, but the key personnel for the Restorative Justice work at Tilden and Collins High School include the following:

Elma Dozziea, Restorative Justice Director

Elma Dossiea, born and raised for part of her life in Banja Luka, Bosnia, joined Umoja in 2012. She is a 2007 graduate of Arizona State University with a degree in Justice Studies - Human Rights and Peacebuilding. For three summers Elma studied trauma, forgiveness and transitional justice at University of Cape Town, South Africa and then returned as a program coordinator where she planned and facilitated study abroad programs on peace building and restorative justice for high school students. From 2010-2012 Elma taught English Language Arts in a low-income high school in Mesa, Arizona via the Teach for America program. In May 2012, Elma graduated from her alma mater with a master's degree in secondary education and returned to her post-conflict home country of Bosnia where she spent a summer co-directing two study abroad programs on restorative justice and human security. Elma will dedicate 25% of her time to overseeing our work on the project. She also manages all of Umoja's Restorative Justice work across other schools.

Alyssa Rei Yokota Lewis, Restorative Justice Specialist

With a Masters of Education in Youth Development, Alyssa has built on her experience in youth development and education through a rich body of work experience. As a program and production coordinator in Chicago, an outdoor education and climbing instructor, and preschool teacher and nanny, Alyssa has honed her skills in group management, program development, classroom management, and individual care. Alyssa will dedicate 100% of her time to

RFP No. 1553-14829

overseeing the Peace Room at Collins High School. She will also facilitate the C&C Team at the school.

Laird Walker, Restorative Justice Specialist

Laird comes to Umoja after working for two years at Ace Technical Charter High School in various administrative and programmatic roles, as well as a basketball coach. Additionally, Laird chaired the Yellow Committee, a group designed to connect students with local companies in order to build career and social opportunities. Laird has a BA in political science from Lake Forest College. He will dedicate 100% of his time to overseeing the Peace Room at Tilden High School. He will also facilitate the C&C Team at the school.

ELMA DZANIC

3744 W. George St., Unit C Chicago, IL 60618 Elma.Dzanic@gmail.com 602.405.5588

PROFILE

Highly experienced, well-rounded leader and practitioner with success in community development, mediation, conflict resolution, and classroom instruction. Dedicated to providing outstanding performance that builds community, fosters open communication and promotes appreciation for diversity. Recognized for building strong community partnerships, developing targeted programming, launching innovative ideas, and facilitating rigorous instruction and complex dialogues while executing a standard of excellence.

Flexible and versatile – able to maintain focus under pressure. Poised and competent with demonstrated ability to easily transcend cultural differences. Thrive in multi-cultural/-ethnic/-religious environments.

SUMMARY OF SKILLS

- | | | |
|------------------------------|--------------------------|-------------------------|
| ❖ Program Development | ❖ Project Coordination | ❖ Collaboration |
| ❖ Community Building | ❖ Facilitation/Mediation | ❖ Classroom Instruction |
| ❖ Conflict Resolution | ❖ Active Listening | ❖ Team Building |
| ❖ Small/Large Group Dialogue | ❖ Curriculum Design | ❖ Cultural Awareness |

PROFESSIONAL EXPERIENCE

CONFLICT RESOLUTION AND FACILITATION

- ❖ Demonstrated knowledge of intercultural communication, cultural sensitivity and competency through facilitation of informal and formal group dialogues with diverse population of students and faculty at Arizona State University
- ❖ Co-facilitated and initiated dialogues in university classrooms and community centers, at student retreats and study abroad programs fostering understanding and respect among diverse individuals with polarized beliefs rooted in religion, gender, sexual orientation, ethnicity, identity, nationalism, etc.
- ❖ Trained college student in mediation techniques and supervised 24-hour practicum via Intergroup Relations Center Difficult Dialogues Program. Provided feedback and facilitated debrief.
- ❖ Facilitated daily debriefs and reflections via small group dialogue facilitation with at-risk youth traveling and studying in South Africa
- ❖ Mediated student conflicts and engaged at-risk youth in weekly classroom dialogues resulting in personal and academic growth

PROGRAM COORDINATION

- ❖ Successfully conceptualized, developed, facilitated and evaluated 13 student- and 6 faculty-focused programs on topics of education, human rights, gender identity and media socialization in a higher education setting
- ❖ Assisted in development, instruction, and facilitation of a 60-student undergraduate course titled Community and Social Justice
- ❖ Developed curriculum and planned a 10-day study program in Cape Town, South Africa on peace building and transitional justice for a group of 16 high school substance addicted/recovering males from Tucson, Arizona
- ❖ Built and fostered collaborative partnerships with diverse campus and community entities in promotion of the intergroup relations missions on and off campus. Conducted numerous presentations to variety of constituencies

- ❖ Organized and supported school staff and administration in coordinating strategic Restorative Justice and school culture building initiatives and projects.

INSTRUCTION AND DESIGN

- ❖ Received Veterans of Foreign Wars National Citizenship Education Award for outstanding teaching practices
- ❖ Created and taught thematic units, such as *Evoking Change* and *The Age of Transition*, to encourage class dialogue/participation, enhance critical thinking skills and provide a platform to connect real world events and issues to literature and self
- ❖ Incorporated constructivism philosophy of teaching into the classroom by implementing various student-centered learning methodologies; significantly enhanced the class environment by acting as a facilitator to promote student leadership in initiating and creating positive learning opportunities
- ❖ Oriented groups in pre-departure seminars focusing on cultural awareness, communication strategies, historical background, and program expectations/requirements
- ❖ Created age-appropriate multi-dimensional curriculum, flew to South Africa and set up all the logistical details, and then facilitated the program on-site

COMMUNITY DEVELOPMENT

- ❖ Established and maintained positive relationships with students, parents, and colleagues via home visits, weekly phone calls, and regular one-on-one conferences to develop an environment of open communication and support
- ❖ Planned and facilitated a statewide conference for target area coordinators to dialogue and generate ideas and strategies on developing community/neighborhood partnerships
- ❖ Coordinated a network among law enforcement officials, local government agencies, community organizations and local residents to address problems of crime, blight, and social service needs for all target areas
- ❖ Recruited, trained and mobilized volunteers to carry out GLSEN's grassroots mission in K-12 via school trainings, student programming, and operational management
- ❖ Provide technical assistance to schools around building systems and structures related to student discipline and Restorative Justice

EDUCATION

Master of Arts in Secondary Education, May 2012
Concentration in English Language Arts, GPA 3.5
Arizona State University, Phoenix, Arizona

Bachelor of Science in Justice Studies, May 2007
Concentration in Human Rights & Peacebuilding, GPA 3.0
Arizona State University, Tempe, Arizona

INTERNATIONAL EXPERIENCE

Global Youth Connect - Sarajevo, Bosnia & Herzegovina
Conflict Resolution and Transformation

Summer 2011, Summer 2012

University of Cape Town – Cape Town, South Africa
Peacebuilding and Human Rights

Summer 2007, March 2008, March 2009

TEACHING AND LECTURE EXPERIENCE

- ❖ **Co-Facilitator, Conflict Resolution and Transformation, GYC: Bosnia** Summer 2012
- ❖ **Coordinator/Facilitator, Transitions in Post-Conflict Bosnia, Sabanci University** Summer 2012
- ❖ **Instructor, American Literature and Perspective, Skyline High School** 8/2010-5/2012
- ❖ **Instructor, World Literature and Perspective, Skyline High School** 8/2010-5/2012
- ❖ **Co-Facilitator, Globalization of Human Rights, Arizona State University** Spring 2009
- ❖ **Co-Facilitator, Religion, Violence and Conflict, Arizona State University** Fall 2008, Spring 2009
- ❖ **Co-Facilitator, Community and Social Justice, Arizona State University** Spring 2008
- ❖ **Facilitator, Transitional Justice and Forgiveness, South Africa Community Fund** 3/2008-3/2009

TRAINING AND CERTIFICATION

- Teacher Certification, Secondary Education (40 Hours)** May 2012
Arizona Department of Education
- Instructional Design and Implementation (10 hours)** October 2011
Mesa Public Schools, Summer Institute
- Inclusive Practices (15 hours)** Spring 2011
Mesa Public Schools, Professional Development
- Anti-Bias Diversity Facilitation Training (24 hours)** Spring 2008
Anti-Defamation League, Train the Trainer Program
- Certified Facilitation Training (24 hours)** Spring 2006
Arizona State University, Intergroup Relations Center

RESEARCH EXPERIENCE

Arizona State University Phoenix, AZ
Ira A Fulton Graduate Teacher's College, Supervisor: Dr. Lynn Miller Spring 2012
Alternatives to Student Suspension: Eradicating the School-to-Prison Pipeline and Closing the Achievement Gap with Restorative Practices

Arizona State University Phoenix, AZ
Ira A Fulton Graduate Teacher's College, Supervisor: Dr. Melissa DeSimone Fall 2011
Master Thesis: Improving Critical Thinking Skills and Fostering Intellectual Integrity, Civility and Sense of Justice through Socratic Seminars

EMPLOYMENT HISTORY

- Restorative Justice Specialist, Umoja Student Development Corporation, Chicago, IL** 08/2012 - present
- Program Coordinator, Global Youth Connect, Sarajevo, Bosnia** 12/2011-08/2012
- Teacher, Teach for America, Skyline High School, Mesa, AZ** 08/2010-05/2012
- Program Coordinator Sr., Intergroup Relations Center (ASU), Tempe, AZ** 10/2007-1/2009
- Community Resource/Program Coordinator, U.S. Attorney's Office, Phoenix, AZ** 11/2006-10/2007
- Volunteer Coordinator/Communications Manager, GLSEN Phoenix, Phoenix, AZ** 02/2009-07/2010
- Admissions Counselor/Recruiter, South Africa Community Fund, Tempe, AZ** 08/2007-05/2009
- Program Coordinator/Facilitator, South Africa Community Fund, Tempe, AZ** 03/2008-03/2009

REFERENCES

Ms. Teri Murphy

Professor

Concordia University, Portland, Oregon

terilynnemurphy@gmail.com

Mr. Kenny Riley

Program Manager

YMCA Chicago

kennyariley@gmail.com

Ms. Madelaine Adelman

Professor

Arizona State University, Tempe, Arizona

mad@asu.edu

Laird Walker

5127 S Greenwood Ave • Chicago, IL 60615 • Laird.walker54@gmail.com • ph. 773-551-8566

EDUCATION

Lake Forest College

Feb. 2009

Degree: Bachelor of Arts; Major: Political Science Minor: Psychology

WORK EXPERIENCE

Ace Technical Charter High School

Aug 2013- Present

Paraprofessional

- One to One IEP implementation and data monitoring.
- Execution of behavioral, reading, and math interventions and anecdotal.

Head JV Boys Basketball Coach

- Created 90 minute practice plans five days a week.
- Mentored/coached 20 boys, ranging from freshman to seniors.
- Held theme-based basketball workouts after school for under and upperclassmen.
- Planned team volunteer day partnering with the Catholic Charities Foundation.
- Planned team college trip to Lake Forest College and organized panel discussion with collegiate student athletes.
- Partnered with local restaurant (Triple Crown Chinese Restaurant) for team sponsorship.
- Actively raised funds through DonorsChoose.Org to supply team with essential equipment.
- Partnered with universities (Lake Forest College, Benedictine University) to donate basketballs.

Yellow Committee Chair

- Successfully planned and executed career/social skills retreat for sophomore, juniors, and senior boys.
- Cold called and prospected businesses to partner with our retreat. (Chicago Cubs and Winston & Strawn)
- Successfully planned and executed the annual Senior VS Staff basketball game. (Live music, contest and prizes)

Independent Recruiter

Dec 2013- Present

- Successfully negotiated contracts to gain business.
- Qualify prospective individuals for management roles in the restaurant and bar industry.
- Effectively used LinkedIn, Facebook, The Ladders and prospecting to gain leads.
- Negotiated and secured 2 permanent contracts in 5 months.

Sales Empowerment Group LLC.

Dec. 2012-Dec 2014

Contract Recruitment

- Qualify prospective individuals for outside sales roles in multiple territories (Atlantic, Midwest, and Pacific Regions).
- Promoted within two months of start date. (5 permanent placements YTD 3 external accounts, 2 internal within company)
- Finished 2013 110% of Quota.
- Effectively used LinkedIn, Facebook, The Ladders, Monster and Career Builder to prospect for leads.

New York Life Insurance Company

Agent

Jan. 2011- Apr. 2012

- Fully licensed Life and Health Insurance broker.
- Cold called, prospected, and pursued leads in order to set 8 appointments a week.
- Conducted financial needs analysis to make recommendations to meet.
- Case rate leader August 2011.
- New agent of the month August 2011 (12 cases, 300% of quota).
- Produced a portfolio of \$8,000,000 of in force life insurance coverage.
- Finished 2011 150% of yearly quota for produced premium.

ACCOMPLISHMENTS

- 4 year Member of the Lake Forest Men's Basketball Team.
- Team Captain, elected Most Valuable Player, twice All-conference player.
- Lake Forest College Grant.
- Athletic Counsel.

Aug. 2004 – Mar. 2008

ORGANIZATIONS/COMMUNITY INVOLVEMENT

Breakthrough Urban Ministries

January 2014- Present

- Volunteered with underserved youth by facilitating basketball activities during out-of-school time (Coaching& referring)

Urban Hope

Summer 2013

- Helped to coordinate summer programming (sports, crafts, free- lunch) for underserved youth in Garfield Park Neighborhood
- Served as summer counselor, implementing behavior interventions, and provided a safe and inclusive environment for kids.

Camp Quality

Companion

Summer 2007 – 2010

- One to one mentorship and relationship building with youth designed to help children cope with Cancer
- Successfully facilitated activities for mentee and other children to enjoy companionship amongst peers

Youth Development Specialist

Youth Empowerment, Advocacy, and Partnerships | Social Change by and for the Youth |
Community Organization toward Greater Youth Engagement

Alyssa Rei Yokota-Lewis

2053 N. Mozart St. 1F
Chicago, IL 60647

312.656.9646
ayokota.lewis@gmail.com

With a Masters of Education in Youth Development, Alyssa has built on her experience in youth development and education through a rich body of work experience. As a program and production coordinator in Chicago, an outdoor education and climbing instructor, and preschool teacher and nanny, Alyssa has honed her skills in group management, program development, classroom management, and individual care. Working from a positive youth development framework, her methodology with young people focuses on creating a vibrant environment for youth to build self-esteem, critical self-identity, and self-efficacy through social empowerment.

Education

UNIVERSITY OF ILLINOIS AT CHICAGO, Chicago, IL
M.Ed. in Youth Development, August, 2014

GRINNELL COLLEGE, Grinnell, IA
B.A. in English, May 2008

Professional Summary

YOUNG CHICAGO AUTHORS, Chicago, IL

Program and Production Coordinator, January 2014 – present

- Build relationships with students in and across programs
- Manage participant information and data for all programs
- Provide direct communication to program participants, coaches, and parents
- Work with Director of Programs, Teaching Artists, and Director of Development to design public programs from recruitment to evaluation
- Communicate program updates, retainment, and coordination needs through regular meetings with staff
- Facilitate recruitment planning with other departments to increase program attendance and retention
- Manage independently contracted Teaching Artists through regular check-ins concerning their schedule, their work, and any other support they may need
- Build and execute recruitment and retention plan for students in The Chicago Track program
- Collaborate with partner organization for The Chicago Track to develop evaluation measures and manage data in accordance with funder approved scope of project
- Plan and oversee the execution of a three part PD for poetry team coaches in conjunction with the Louder Than A Bomb (LTAB) youth poetry festival
- Recruit and manage volunteers as programming needs determine
- Coordinate and lead field trips of 50+ students by bus and public transportation
- Liaise with external partners, guest artists, and speakers across programs
- Create and execute process for LTAB registrations for over 1,000 participants.
- Cooperatively oversee the successful execution of LTAB events/bouts across multiple venues with up to 20 staff members, and up to 500 participants and audience members at any given time.

Professional Summary (cont.)

ALTERNATIVES, INC. GIRL WORLD PROGRAM, Chicago, IL

Intern, June 2013 – August 2013

- Assist program coordinator in daily operations
- Create activities for program participants and mentors—girls aged 11-20
- Coordinate and supervise weekly field trips
- Assist in conflict mediation between participants

CHICAGO ATHLETIC CLUBS, Chicago, IL

Climbing Instructor and Wall Supervisor, August 2011- present

- Teach beginning adult and youth climbing classes
- Work with elementary to high school students in after-school climbing programs
- Supervise the climbing wall for all ages over five years

CHICAGO ADVENTURE THERAPY, Chicago, IL

Intern, March 2012 – December 2012

- Provide a positive environment for Chicago's under-resourced youth to develop effective social skills, self-confidence, and responsibility through kinetic experience.
- Facilitate and lead programming activities – climbing, kayaking, cycling, etc
- Review and contribute to existing safety, debrief, and operational process updates

TEACHINGBOOKS.NET, Madison, WI

Lead Educational Outreach Coordinator, August 2008 – December 2010

- Lead website orientations for new and prospective customers
- Conduct professional development workshops via live webinars
- Oversee correspondence and support for customer accounts via phone and email

Other Relevant Work Experience

- Chicago Teen Lit Festival (Chicago Public Library Hive Grant), Chicago, IL
Committee Member and Consultant for Youth Engagement and Content, February 2015 - present
- REI Chicago Market, Chicago, IL:
Outdoor School Field Instructor, July 2012- present
- North Shore Nannies, Inc., Evanston, IL:
Temporary Nanny for ages 3mo-12yrs, June 2004-present
- Sugano Elementary School, Chiba, Japan:
Intern and Assistant Teacher to grades 1-6, Spring 2007
- Grinnell College Preschool, Grinnell, IA:
Assistant Teacher to ages 3-6, August 2005-December 2007

Certifications

- Infant, Child, and Adult CPR AED Certification (*Expiration, August 2016*)
- Wilderness First Responder Certification (*Expiration, June 2016*)

Skills, Interest, Volunteering

- Highly organized; used to managing complex projects involving a variety of personnel
- Knowledge of Adobe Design Suite and marketing design
- Proficiency with Microsoft Office Suite
- Mountaineering, rock climbing, backpacking, violin, photography
- Conversational knowledge of Japanese
- Volunteer work for Habitat for Humanity, St. John's County Schools Violin Program, KYV Farm, Inner City Outings of the Sierra Club

RFP No. 1553-14829

Section M: Subcontracting and Teaming (2 pages max)

N/A

Contract No. 1553-14829B

EXHIBIT 2

Schedule of Compensation

Appendix 1-Pricing Proposal Form

Appendix I Pricing Proposal Form

Proposers are required to submit the below pricing proposal (budget) separate from the technical proposal (program narrative portion of the proposal). The pricing proposal must be submitted in the form of a hard copy and in an electronic format. If your company has specific, unique and/or innovative ideas to implement this system that are outside of the parameters defined on the pricing proposal, please provide your firm's recommendations on a separate sheet.

| | |
|------------------------------|---------------------------------------|
| Organization Name(s): | Umaja Student Development Corporation |
| Project Name: | Restorative Justice in Schools |
| Grant Time Period: | November 1, 2015 - October 31, 2016 |

| | Org # | | | # months | % | Unit | Rate | Org #1 | Org #2 | Org #3 | TOTAL |
|---|-------|---|----|----------|----------|-------------|-----------|--------|--------|--------|-----------|
| | 1 | 2 | 3 | | | | | | | | |
| PERSONNEL | | | | | | | | | | | |
| STAFF | | | | | | | | | | | |
| Elma Dossiea, Restorative Justice Director | 100% | | 12 | 25.00% | Annually | \$60,000.00 | \$15,000 | \$0 | \$0 | \$0 | \$15,000 |
| Laird Walker, Restorative Justice Specialist @ Tilden | 100% | | 12 | 100.00% | Annually | \$48,000.00 | \$48,000 | \$0 | \$0 | \$0 | \$48,000 |
| Alyssa Yokota-Lewis, Restorative Justice Specialist @ Collins | 100% | | 12 | 100.00% | Annually | \$46,000.00 | \$46,000 | \$0 | \$0 | \$0 | \$46,000 |
| Dawn Hicks, Chief Program Officer | 100% | | 12 | 10.00% | Annually | \$93,500.00 | \$9,350 | \$0 | \$0 | \$0 | \$9,350 |
| Sub-total Staff | | | | | | | \$118,350 | \$0 | \$0 | \$0 | \$118,350 |
| BENEFITS | | | | | | | | | | | |
| Umaja | | | | | | | \$20,120 | | | | \$20,120 |
| Organization #2 | | | | | | | | \$0 | | \$0 | \$0 |
| Organization #3 | | | | | | | | | | \$0 | \$0 |
| Sub-total Benefits | | | | | | | \$20,120 | \$0 | \$0 | \$0 | \$20,120 |
| CONTRACT/CONSULTANT | | | | | | | | | | | |
| | 1 | 2 | 3 | | Unit | Rate | | | | | |
| | | | | | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | | \$0 | \$0 | \$0 | \$0 |
| Sub-total Contract/Consultant | | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 |

Appendix 1-Pricing Proposal Form

| | Org # | | | Org #1 | Org #2 | Org #3 | TOTAL |
|-----------------------------------|-------|------|---------|-----------|--------|--------|-----------|
| | 1 | 2 | 3 | | | | |
| OTHER DIRECT COSTS | | | | | | | |
| Item | Price | Unit | # units | | | | |
| | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | \$0 | \$0 | \$0 | \$0 |
| TOTAL OTHER DIRECT COSTS | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | |
| TOTAL DIRECT COSTS | | | | \$138,970 | \$0 | \$0 | \$138,970 |
| | | | | | | | |
| INDIRECT COST | | | | | | | |
| Indirect Cost Rate | | | | | | | |
| Organization #1 | | | | \$0 | | | \$0 |
| Organization #2 | | | | | \$0 | | \$0 |
| Organization #3 | | | | | | \$0 | \$0 |
| TOTAL INDIRECT COST RATE | | | | \$0 | \$0 | \$0 | \$0 |
| | | | | | | | |
| GRAND TOTAL | | | | \$138,970 | \$0 | \$0 | \$138,970 |
| | | | | | | | |
| REQUESTED FUNDS | | | | \$100,000 | | | \$100,000 |
| | | | | | | | |
| LEVERAGED OR MATCHED FUNDS | | | | \$38,970 | | | \$38,970 |

Appendix II - Budget Justification Form (Budget Narrative)

Personnel

Narrative Justification: Enter a description of the personnel and fringe benefit funds requested and how their use will support the purpose and goals of your proposal. If your proposal includes partner organizations, please briefly explain each organizations role, amount of grant funding to be dispersed to each organization and how each organization will be held accountable to the terms of the grant as outlined by the proposal.

In order to provide the necessary services, expert staff is a critical element to the success of the project. Each partner school will have one staff member who will be working full-time on-the-ground at the school, and will be supported by Umoja's Restorative Justice Director, as well as Umoja's Chief Program Officer. Please note this grant would only support the two staff members on the ground. We are currently seeking additional funds to cover the cost of the Director and Officer-level positions' staff time or will donate as in-kind support if needed to enable successful implementation of the project.

Contract/Consultant

Narrative Justification: Enter a description of the contract services and/or consultants funds requested and how their use will support the purpose and goals of your proposal. Please briefly include the qualifications of each contractor service provider and/or consultant.

No contracted services or consultants will be paid for by this grant, although there are some expenses in this category associated with Umoja's RJ work overall at the two school described – primarily in association with the four-day professional development conference, Umoja University.

Equipment

Narrative Justification: Enter a description of the equipment and how its purchase will support the purpose and goals of this proposal.

The only necessary expense is for a laptop for the new staff member at Collins High School. As this is Umoja's second year at Tilden, the required equipment has already been purchased and will be reused this year to continue the work.

Materials and Supplies

Narrative Justification: Enter a description of the Materials and Supplies requested and how their purchase will support the purpose and goals of this proposal.

The expenses for materials and supplies required for the Peace Room and trainings will be provided by Umoja through other sources and the partner schools.

Printing

Narrative Justification: Enter a description of Printing requested and how their purchase will support the purpose and goals of this proposal.

Expenses for printing (curriculum books, sign in sheets, etc.) will be provided by each partner school.

Other Direct Costs

Narrative Justification: Enter a description of each item and how their use will support the purpose and goals of this proposal.

Additional expenses associated particularly with school staff participation in trainings conducted by Umoja, such as Umoja University will be paid for by other funding sources and school fees.

Indirect Costs

Narrative Justification: Enter a description of each item and how their purchase will support the purpose and goals of this proposal.

Indirect costs will also be supported by other funding sources and school fees.

Sustainability

Narrative Justification: Enter a description of how the applicant organization has entertained the question of sustainability beyond the V funds (if awarded). Please describe how you intend to continue the program operations after the grant ends.

Umoja has a strong track record of sustainability, programmatically and organizationally. We plan to sustain the project with funding from other foundations and individual donors, as well as partial funding from the schools. The long-term goal of the project is also to build the school's capacity to manage this work without our ongoing involvement. However, we know that school and community transformations do not happen overnight. We are planning for an additional 1-2 years of the project at these schools, and the focus will shift even more to building the school's capacity to integrate restorative justice into the community.

EXHIBIT 3

Evidence of Insurance

Contract No. 1553-14829B

EXHIBIT 4

Identification of Subcontractor/Supplier/Subconsultant Form

Contract No. 1553-14829B

EXHIBIT 5

MBE/WBE Utilization Plan

CONTRACT NO. 1553-14829B

Vendor: UMOJA STUDENT DEVELOPMENT CORPORATION

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.

From: [Aleatha Easley \(Contract Compliance\)](#)
To: [Kevin Casey \(Procurement\)](#)
Subject: Re: M/WBE goals for Restorative Justice Program Grants
Date: Thursday, July 16, 2015 3:35:42 PM

Hello Kevin,

After reviewing the provided contract scope for Contract No. 1553-14829, the Office of Contract Compliance recommends the MBE/WBE goals for the five (5) Restorative Justice Program contracts with estimated grant amount of \$100,000.00 for be set at 0% MBE/WBE participation. Should you have any questions please let me know.

Aleatha Easley

Compliance Officer
Cook County Office of Contract Compliance
118 N. Clark Street, Room 1020
Chicago, Illinois 60602
312.603.5504
aleatha.easley@cookcountvil.gov

From: Kevin Casey (Procurement)
Sent: Tuesday, July 7, 2015 4:41 PM
To: Aleatha Easley (Contract Compliance)
Subject: M/WBE goals for Restorative Justice Program Grants

Hi Aleatha,

Can you provide me with M/WBE goals for Restorative Justice Program Grants for the Justice Advisory Council (JAC)?

The JAC is looking to distribute five (5) \$100,000 grants to organizations for this RFP.

This is the first year the JAC is issuing an RFP for the Restorative Justice Grants, but they are similar to the Violence Prevention and Recidivism Reduction Grant RFP's they have done earlier this year.

The contact person at the JAC for this RFP is Rebecca Janowitz at 312 603-1134.

Thanks!!

Sincerely,

Kevin B. Casey, CPPB
Office of the Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
312 603-6830 ph.

Contract No. 1553-14829B

EXHIBIT 6

Economic Disclosure Statement Forms

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

| Section | Description | Pages |
|----------------|--|--------------|
| 1 | Instructions for Completion of EDS | EDS i - ii |
| 2 | Certifications | EDS 1- 2 |
| 3 | Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form | EDS 3 - 12 |
| 4 | Cook County Affidavit for Wage Theft Ordinance | EDS 13-14 |
| 5 | Contract and EDS Execution Page | EDS 15-17 |
| 6 | Cook County Signature Page | EDS 18 |

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for -profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

| Name | Address |
|------|---------|
| N/A | |
| | |
| | |

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?
Yes: X No: _____

b) If yes, list business addresses within Cook County:

c) Does Applicant employ the majority of its regular full-time workforce within Cook County?
Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Umoja Student Development Corporation

D/B/A: _____ FEIN NO.: 36-4263664

Street Address: 954 W. Washington Blvd

City: Chicago State: IL Zip Code: 60607

Phone No.: 773-312-3898 Fax Number: 773-496-1606 Email: info@umojacorporation.org

Cook County Business Registration Number: _____
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): _____

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

| Name | Address | Percentage Interest in Applicant/Holder |
|------|---------|---|
| N/A | | |

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

| Name of Agent/Nominee | Name of Principal | Principal's Address |
|-----------------------|-------------------|---------------------|
| N/A | | |

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

| Name | Address | Percentage of Beneficial Interest | Relationship |
|------|---------|-----------------------------------|--------------|
| N/A | | | |

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

| Name | Address | Title (specify title of Office, or whether manager or partner/joint venture) | Term of Office |
|-------------------|-------------------------------------|--|----------------|
| John Heberger | 739 Lincoln St, Hinsdale | President | 2014-2016 |
| Ken Schmetterer | 800 Brand Ln, Deerfield | Vice-President | 2014-2016 |
| Blake Seeve | 5830 W. Midway Park, Chicago | Vice-President | 2014-2016 |
| Sharon Understrom | 2020 N Lincoln Park W, Chicago | Treasurer | 2014-2016 |
| Nicole Beenum | 4530 S. Woodlawn Ave #1009, Chicago | Secretary | 2014-2016 |

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Zel Christians
Name of Authorized Applicant/Holder Representative (please print or type)

CEO
Title

[Signature]
Signature

12/2/15
Date

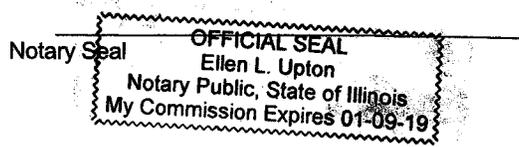
christians@umojacorporation.org
E-mail address

773-433-0939
Phone Number

Subscribed to and sworn before me
this 17 day of Dec, 2015

My commission expires: 01/09/19

[Signature]
x
Notary Public Signature





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

“*Familial relationship*” means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Umaja Student Development Corporation

Address of Person Doing Business with the County: 954 W. Washington Blvd, Ste 225 Chicago IL 60607

Phone number of Person Doing Business with the County: 773-312-3898

Email address of Person Doing Business with the County: info@UmajaCorporation.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Tea Christians, CEO
773-433-0939

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the preceding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

#1553-14829B

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: _____

Kevin Casey, OCPO

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: _____

Lanette Haynes Turner, JAC

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County is an **individual** and there is a **familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

| Name of Individual Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|---|--|--|----------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If more space is needed, attach an additional sheet following the above format.

- The Person Doing Business with the County is a **business entity** and there is a **familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

| Name of Member of Board of Director for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--|--|--|----------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| Name of Officer for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
|--|--|--|----------------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|---|--|--|----------------------------------|
| Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|--|--|--|----------------------------------|
| Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|--|--|--|----------------------------------|
| Name of Employee of Business Entity Directly Engaged in Doing Business with the County | Name of Related County Employee or State, County or Municipal Elected Official | Title and Position of Related County Employee or State, County or Municipal Elected Official | Nature of Familial Relationship* |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

If more space is needed, attach an additional sheet following the above format.

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

12/2/15

Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, **including Substantial Owners**, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: #1553-14829B

County Using Agency (requesting Procurement): _____

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Umoja Student Development Corporation

Substantial Owner Complete Name: Fred Christians

FEIN# 36-4263664

Date of Birth: 9/2/1974

E-mail address: tchristians@umojacorporation.org

Street Address: 954 W. Washington Blvd, Ste 205

City: Chicago

State: IL Zip: 60607

Home Phone: 773-433-0939

Driver's License No. 6623-80174250

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**

Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**

Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction **N/A**

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Handwritten Signature] Date: 12/2/15

Name of Person signing (Print): Fed Chnstans Title: CEO

Subscribed and sworn to before me this 2 day of December, 2015

x [Handwritten Signature]
Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE
PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Umoja Student Development Corporation
Corporation's Name
778-312-3898
Telephone
[Signature]
Secretary Signature
[Signature]
President's Printed Name and Signature
tchristians@umojacorporation.org
Email
12/2/15
Date

Execution by LLC

LLC Name
Date
*Member/Manager Printed Name and Signature
Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name
Date
*Partner/Joint Venturer Printed Name and Signature
Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature
Telephone
Date
Email

Subscribed and sworn to before me this
2 day of December, 2015

[Signature]
Notary Public Signature

My commission expires: 01/09/19

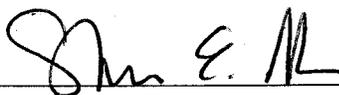
Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 8 DAY OF January, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1553-14829B

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 100,000.00

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

NOT REQUIRED

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date