

PROFESSIONAL SERVICES AGREEMENT

RESTORATIVE JUSTICE DEMONSTRATION GRANTS (\$100,000)

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

UMOJA STUDENT DEVELOPMENT

CONTRACT NO. 1653-15268A

PROFESSIONAL SERVICES AGREEMENT

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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, doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Restorative Justice Demonstration Grants (\$100,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

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

"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 CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor 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, Contractor must prepare or provide to the County various Deliverables. "**Deliverables**" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor 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 Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor 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 Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor 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, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor 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. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors 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 Contractor fails to comply with the foregoing standards, Contractor 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 Contractor 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 Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor 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. Contractor 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 Contractor 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**

Contractor 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 Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor 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**

Contractor and SubContractors 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 Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, 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 Contractor 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**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Completed Operations Aggregate:	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (i) All premises and operations;
- (ii) Contractual Liability;
- (iii) Products/Completed Operations;
- (iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor 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 Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. 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, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor 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.

Contractor 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 Contractors' 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 Contractor'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, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor'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 Contractor 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 Contractor 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 Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor 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 Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor 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 Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor 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 Contractor 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, Contractor 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 Contractor from its obligations or change the terms of the Contract. The Contractor 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 Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor 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/SubContractor 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. Contractor 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 Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor 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 Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor'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 Contractor is uncertain whether a disclosure is required under this Section, the Contractor 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 Contractors and Subcontractor of the Contractor 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 Contractors 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 Contractor 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 Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor 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 July 1, 2016 (“**Effective Date**”) and continue until June 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor 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, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor'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 Contractor 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 Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor 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 Contractor 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 Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor 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 Contractor with all of the documents and information required of the Contractor. The Contractor 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 Contractor 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 Contractor 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 Contractor. No payments will be made or due to Contractor 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, Contractor 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 Contractor 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 Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor 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. Contractor 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 Contractor 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 Contractor. 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, Contractor 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 Contractor, 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 Contractor 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 Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor 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, Contractor:

- i) warrants that Contractor 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 Contractor 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 Contractor 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 Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor 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 Contractor 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 Contractor 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

In addition to the foregoing warranties and representations, Contractor warrants:

- (i) no officer, agent or employee of the County is employed by Contractor 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.
- (ii) 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 Contractor 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 Contractor, 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 Contractor 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, Contractor 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) Contractor 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, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor 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 Contractor 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 Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor 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 Contractor under this Agreement, Contractor 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, Contractor 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

Contractor and any assignee or Subcontractor of Contractor 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 Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor'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 Contractor'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 Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor 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) Contractor'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 Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor 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 Contractor 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 Contractor 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 Contractor 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, Contractor 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 Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor 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 Contractor's compensation under this Agreement;
- vi) The right to consider Contractor 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 Contractor to continue to provide the Services despite one or more events of default, Contractor 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 Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor 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, Contractor 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 Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor 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. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor 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 Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor 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 Contractor'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, Contractor 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

Contractor agrees that no charges or claims for damages shall be made by Contractor 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, Contractor 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

Contractor 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 Contractor to enter into this Agreement or has been relied upon by Contractor, 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**

Contractor acknowledges that Contractor 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. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor 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.

Contractor 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 Contractor 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 Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor 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

Contractor 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, Contractor 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 Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor'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 Contractor in writing.

i) Independent Contractor

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 Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor 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 Contractor performing the Services required under this Agreement.
- ii) Contractor 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.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

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 Contractor. 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 Contractor 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, Suite 1100
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner, Director

and

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

If to Contractor: 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 Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

Contract No. 1653-15268A
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 1

SCOPE OF SERVICES

Cook County Restorative Justice Demonstration Grant 2016

Section B: Executive Summary & Organization Chart (3 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 by preparing teachers, staff and school leaders with the knowledge, skills and tools essential to increasing on-track and graduation rates, decreasing disciplinary infractions and increasing college enrollment. Our core program areas include Restorative Justice, College & Career Readiness and Social & Emotional Learning.

For Umoja, our Restorative Justice model 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 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. Our work thus far has shown proven success, with our partner schools decreasing their suspension rates by almost 50% last 2014/15 school year.

Umoja seeks a \$100,000 grant to expand its Restorative Justice Project to a new site at Al Raby High School (Al Raby) in the Garfield Park 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 Al Raby site, the Restorative Justice model will impact more than 500 students and more than 100 teachers and staff during the 2016/17 school year.

The Umoja 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 18 years of experience, the Restorative Justice Project at Al Raby and Tilden will include restorative conflict resolution through an Umoja-staffed Peace Room and a school-wide Culture and Climate Team with Umoja staff, administrators, the dean, security and police personnel, teachers, and students.

Umoja's Restorative Justice (RJ) 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 RJ 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.

Umoja's RJ Project meets Cook County Restorative Justice RFP objectives, notably:

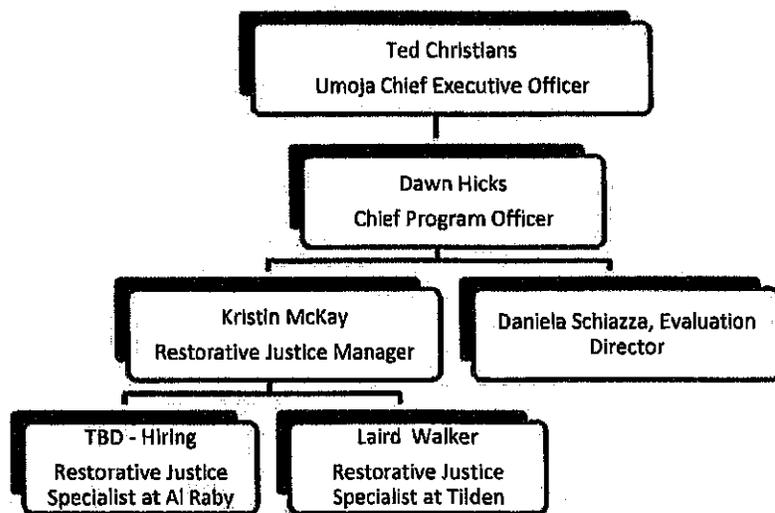
Accountability – Umoja will establish Peace Rooms where conflict can be mitigated in a neutral environment. Students and teachers involved in disputes will learn how to voice their concerns,

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.

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.

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.

Organizational Chart



Section C: Description of the Problem and Target Population (3 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 in the East Garfield Park neighborhood, where Al Raby is located, violent crimes rose by 50% from last year with a reported 226 robberies, 197 batteries, 107 assaults, 32 sexual assaults, and 17 homicides making it the third most violent community in Chicago. Tilden is located in another volatile neighborhood on Chicago's South Side. The Fuller Park neighborhood reported 36 robberies, 43 batteries, 20 assaults, 2 sexual assaults, and 3 homicides over the past 365 days and is ranked ninth among Chicago's 77 community areas for violence (Chicago Tribune, January 25, 2016).

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).

Specifically in Chicago discipline responses are impacting students of color disproportionately – 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) and police notifications push significant numbers of students out of school. If students are not in school, they are at risk of becoming perpetrators or victims, and are not learning what they need for success. Overall the police notification rate in CPS during the 2014/2015 school year was 1.4 per every 100 students. During this same year Al Raby reported 295 OSS suspensions, with an average length of 2.5 days; 22.4% of misconducts led to OOS suspensions. Tilden reported 194 OOS suspensions in this same timeframe, with an average length of 2.03 days; 49.5% of misconducts led to an OOS suspensions.

Al Raby and Tilden were selected as RJ project sites because of their need for improved school climate and reduction of OOS suspension rates. Informed by our past work with schools, we have also 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 and capacity. The school screen looks at school

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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, we are excited to begin our Restorative Justice partnership with Al Raby and continue our partnership with Tilden for the 2015/16 school year.

Services and programs provided by this project will reach both perpetrators 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.

Section D: Program Implementation Plan and Implementation Schedule (4 pages max)

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. Our school partners, Tilden and Al Raby, will sign Umoja's official partnership agreement by August 2016 detailing their commitment to the work, including physical space, professional development time, staff time for training and meetings and leadership level commitment to the philosophy and policy shifts. See attached letters of partnership indicating commitment to partnership.

Umoja's Restorative Justice model seeks to reduce violence through 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. This space also provides an opportunity to divert youth from formal system involvement (arrests and police notifications), which is frequently the school response to 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 out of school due to 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 and involving police in lower-level discipline issues. 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 strategic decisions around the most effective systems and practices 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.

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. This professional development is primarily facilitated through our formal UREEL (Umoja Restorative Educational Leaders) cohort model that brings together school teams from across all partners on a quarterly basis.

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. 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.

Program Schedule: All activities will be facilitated by the Restorative Justice Specialist at each school, unless otherwise noted.

August 2016: Umoja University, facilitated by all RJ staff, and led by the Chief Program Officer: Multi-day professional development training for school teams from across all of

Umoja's school partners, designed to prepare school staff for the year-long partnership (10-20 adults total from both schools).

September 2016: School-wide professional development facilitated by Umoja for the entire school staff (100-200 adults total from both schools).

September 2016: Umoja will open the fully staffed Peace Room on the first day of school, which remains open throughout school year (200-300 students served total).

September 2016 – December 2016: Community Building circles are integrated into most regular classrooms as a way to build school community and introduce the school to RJ principles and practices (200-400 students total).

September 2016 – May 2017: Quarterly Professional Development, facilitated by all RJ staff, and led by the Chief Program Officer: Umoja will provide quarterly trainings for all RJ school teams through our UREEL cohort to come together from across the city for professional development and one-on-one guidance throughout the year (10-20 adults total).

September 2016 – May 2017: Monthly Culture and Climate meetings take place throughout the entire school year (10-20 adults total).

January 2016: Mid-year outcomes will be tracked and evaluated by RJ staff and Umoja's Evaluation Director.

May – June 2016: By the end of the school year, school staff will continue to take increased ownership of the RJ model.

June 2016: End-of-year outcomes will be tracked, evaluated, and shared with key leaders with facilitation by Umoja's Evaluation Director.



Umoja Student Development Corporation
954 W Washington Blvd, Suite 225
Chicago IL 60607

February 25, 2016

To Whom It May Concern:

As the principal of Edward Tilden Academy High School (Tilden), I cannot say enough about the positive changes to our school culture through the work of Umoja's Peace Rooms and its Restorative Justice (RJ) model. Their commitment to creating positive and healthy school cultures has allowed our school to regain a focus on academics instead of conflict. With that I agree that Tilden will partner with Umoja Student Development Corporation (Umoja) during the 2016/17 school year to provide Restorative Justice services through the Umoja Peace Room model, contingent upon funding and any CPS district-wide decisions impacting our school.

We began working with Umoja during the 2014/15 school year to integrate restorative justice into our school. The RJ program has helped to transform our school into a more peaceful environment. Over the past year we have reduced our out-of-school suspensions by 42% and our total discipline referrals by more than 59%.

Next year Tilden High School agrees to provide workspace, teacher and staff participation, student data, professional development time, thought partnership and collaboration in all aspects of planning and execution of the Restorative Justice program.

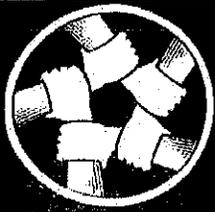
I understand that changes to the project activities and expectations may change. These changes will be mutually agreed upon.

I understand that if I have any questions about the project now or in the future, I can contact Umoja's Chief Program Officer, Dawn Hicks, by telephone (773-312-3898) or send questions to project staff through e-mail at dhicks@umojacorporation.org.

Sincerely,

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

Maurice Swinney
Principal



AL RABY

SCHOOL FOR COMMUNITY & ENVIRONMENT

Umoja Student Development Corporation
954 W Washington Blvd, Suite 225
Chicago IL 60607

February 25, 2016

To Whom It May Concern:

As the principal of Al Raby High School (Al Raby), I am committed to developing a safe, peaceful school culture and preparing all students for postsecondary success. With that I agree that Al Raby will partner with Umoja Student Development Corporation (Umoja) during the 2016/17 school year to provide Restorative Justice services through the Umoja Peace Room model, contingent upon funding and any CPS district decisions that may impact this work.

We have worked with Umoja in the past to integrate their daily college readiness Seminar classes into our school and have received some Restorative Justice coaching, which we are exciting to develop further into a full school model supporting peaceful conflict resolution and a restorative school environment.

Al Raby High School agrees to provide workspace, teacher and staff participation, student data, professional development time, thought partnership and collaboration in all aspects of planning and execution of the Restorative Justice program.

I understand that this project is in its initial stage, and changes to the project activities and expectations may change. Any significant changes will be mutually agreed upon.

I understand that if I have any questions about the project now or in the future, I can contact Umoja's Chief Program Officer, Dawn Hicks, by telephone (773-312-3898) or send questions to project staff through e-mail at dhicks@umojacorporation.org.

Sincerely,

Dr. Femi Skanes
Principal, Al Raby High School

Section E: Expected Outcomes (2 pages max)

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

Objectives: Umoja will create Culture & Climate teams at each school that will look at data regularly and adjust practices and policies, with the Peace Room as a model.

Specific Outcomes:

- 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 police notifications at each school during the school year by 10%.

Measurement tools: School discipline data tracker, collected quarterly by Umoja staff and shared with school staff to reflect on school practices and policies.

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

Objectives: Umoja's Peace Room will reach approximately 50% of the student population and influence their attitudes, behaviors and practices.

Outcomes:

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

Measurement tools: Annual surveys collected by Umoja staff each spring and analyzed by our Evaluation Director.

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

Objectives: Umoja's quarterly UREEL trainings and school-wide professional development will impact most of the adults in the school.

Outcomes:

- 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.

Measurement tools: Annual school-wide staff surveys collected by Umoja staff and analyzed by our Evaluation Director.

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 important, 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 G: 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 Restorative Justice, College & Career Readiness, and Social & Emotional Learning. During the current 2015/16 academic year, Umoja has staff on-the-ground at a core group of 11 Chicago Public Schools (CPS) partner high schools and one community organization employing 28 full-time staff members and working with three regular consultants. 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 East Garfield Park and Fuller Park communities where Al Raby and Tilden high schools are located.

Umoja's Restorative Justice (RJ) Program began in 2009 and worked with six high schools across the city of Chicago in the 2014/15 school year, with an ever-increasing demand and need. In 2014/15 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. For example, as a part of our RJ work at Tilden this past December we partnered with the CARE team. The CARE team consists of school administrators and community partners that provide student services to address trauma and behavior issues focusing on student's wellbeing. Each meeting the individuals on the team present a student case and work with the team to identify additional supports that other partners or the school may be able to assist with. In December's meeting our RJ specialist presented on a case with a sophomore named Shalondra. The RJ Specialist had interventions with Shalondra in the peace room on five different occasions throughout the fall semester. During one of the final peace room interventions she explained to the RJ specialist that while her mom was previously self-sufficient, she had recently become dependent on a boyfriend who articulated that he does not like her kids, and suggested that they move out. This fueled Shalondra to move in temporarily with a friend from school. Shalondra was also experiencing consistent anxiety due to concerns about her younger brother not being enrolled in school and spending his time between the streets and the Juvenile Justice System. Not surprisingly, within a 30 day period Shalondra had been involved in three physical altercations at school which included interactions with the police that are regularly at Tilden.

Because of Umoja's presence and the Peace Room, these issues were surfaced and could be brought to the CARE Team. The team decided the next step to be taken was to set up a trauma screening for her. After the screening it was determined Shalondra would work with the "Think First" program which specifically focuses on addressing trauma experienced with the goal of giving students tangible skills and tools to navigate their experiences. Due to Umoja's Peace Room and Tilden having a peace room where Shalondra could go and talk to someone like our

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RJ Specialist, feeling heard, Shalondra's pattern of violence was interrupted and instead of a pattern of escalating punishment she was able to get supports for her particular situation.

Additionally, Umoja is currently managing two grants from the Justice Advisory Council, both a Violence Prevention grant and Restorative Justice grant. We are capable of managing additional programming and reporting.

List of References

Chad Adams, Principal, Sullivan High School

**Site of current violence prevention project funded by Cook County*

Address: 6631 N Bosworth Ave, Chicago IL 60626

Phone: (773) 534-2000

Email: chadams2@cps.edu

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

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

Phone: (773) 535-8350

Email: jewells@cps.edu

Maurice Swinney, Principal, Tilden High School

**Site of current restorative justice project funded by Cook County*

Address: 4747 S Union Ave, Chicago IL 60609

Phone: 773-535-1625

Email: mswinney@cps.edu

Section H: Key Personnel (no limit)

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

Ted Christians Chief Executive Officer

Ted Christians joined Umoja in 1999 as an intern while working on his master's degree at the University of Chicago, and in May 2011, he assumed the role of the organization's Chief Executive Officer. Over his years of service to Umoja, Ted has held positions ranging from Student Advocate to Program Director to Chief Operating Officer. His professional experience and fields of interest include education, youth development, community development and organizing, and juvenile justice. Ted earned a Bachelor of Social Work degree from Calvin College and received a Master of Arts from the University of Chicago School of Social Service Administration.

He is a member of the Leadership Greater Chicago Class of 2008, received a Certificate of Professional Achievement in Nonprofit Management as a Kellogg Executive Scholar at the Kellogg School of Management and is a 2014 recipient of the Harvard Business School (HBS) Alumni Club of Chicago fellowship to the HBS Strategic Perspectives in Nonprofit Management program. Last year Ted was selected among national leaders to participate in the White House College Opportunity Day of Action. Ted is also currently a part of several citywide groups including the College & Career Access, Persistence and Success (CCAPS) Committee, Generation All with the Chicago Community Trust and Thrive Chicago.

Dawn Hicks, Chief Program Officer

Umoja's Chief Program Officer, Dawn Hicks, who started in May 2015, oversees Umoja's programming, including Restorative Justice and the College & Career Readiness Seminars. Prior

to joining Umoja, Dawn was Assistant Director of the University of Chicago Charter School's North Kenwood Oakland campus. During that time, she was integral in the creation of the school's value and culture system, designed structures and practices to focus on social emotional learning as a part of the daily school routine, and managed extended day partnerships. Dawn began her career at KIPP Ascend Middle School where she served as School Social Worker and Dean of Students. Dawn holds a Master of Arts in Social Work from the University of Chicago, a Master of Arts in Education Supervision and Administration from National Louis University, and a Bachelor of Arts in Social Work from Michigan State University.

Kristin McKay, Restorative Justice Manager

Kristin McKay is a Restorative Justice Manager with Umoja Student Development Corporation who runs a Peace Room at Lincoln Park High School and supervises the Peace Room at Tilden Career Community Academy High School. Kristin is also a facilitator of Umoja's Restorative Practices professional development trainings for CPS teachers and administrators. Her passion for social justice, education, and dedication to decreasing structural inequality has led her to non-punitive conflict resolution in CPS schools. She comes to this work with a background in international teaching, criminal defense work in Chicago, and a Masters Degree in Social Work from the University of Chicago.

Laird Walker, Restorative Justice Specialist at Tilden High School

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.

TBD, Restorative Justice Specialist at Al Raby High School

This individual will be hired this spring and on-boarded this summer to start in the fall at Al Raby High School. The job description includes the following:

This position is a program developer, a facilitator of student groups and relationships, coordinator of program logistics and administration, and consultant to key school stakeholders around discipline and Restorative Justice systems. This position primarily works with students, teachers, and other key stakeholders to create and manage a school's Restorative Justice programming influence the school community to become restorative. This position will work directly with students to solve conflicts, discipline, and behavior situations with a student centered, restorative approach; collaborate with key stakeholders to support schools in creating restorative climates for students, teachers, and staff; provide coaching and professional development to school staff around the integration of Restorative Justice into school practices; and support the creation and implementation of systems and documentation practices related to Restorative Justice. This position requires passion and creativity with strong planning, organization, and facilitation skills. The Restorative Justice Specialist must be firmly rooted in Restorative Justice values and see him- or herself as an educator, counselor, community organizer, and entrepreneur to mobilize and inspire others around the common goal of improved student outcomes. This position may work with multiple sites/schools and reports directly to Umoja's Program Director.

Qualifications: Bachelor's degree in the areas of Education, Social Work or Human

Development; two to five years direct service with youth, teaching or related experience.

Expertise in the areas of Restorative Justice and/or school discipline preferred. This position requires strong relationship building skills and the ability to communicate effectively with diverse groups of people including students, parents, teachers, school administration and business and community partners. To perform this job successfully, an individual should be proficient in Microsoft Office applications. This position requires a valid driver's license, reliable automobile, insurance and good driving record. This is a full-time, exempt position with benefits; hours may exceed 40 hours per week. Salary is commensurate with experience.

Daniela Sciazza, Director of Evaluation

Daniela joined Umoja in 2012 and has her PhD in Research Methodology from Loyola University Chicago. Daniela currently works with staff to develop internal evaluation systems for all of Umoja's programs, with an emphasis on mixed methods evaluation. She has more than 15 years of research and evaluation experience, including working on several external evaluations of programs as the Project Coordinator at the Center for Evaluation, Intervention and Training at Loyola University Chicago. Daniela has served as a guest lecturer and teaching assistant at Columbia College Chicago and Loyola University Chicago. She has also co-authored multiple external evaluation report and papers, including one currently in press focused on professional development for history teachers.

DAWN HICKS



PROFESSIONAL EXPERIENCE

Umoja Student Development Corporation, Chicago, IL, June 2015 – present
Chief Program Officer, June 2015 – Present

- Oversee all programmatic strategy development and evaluation of impact
- Supervise all Director-level program staff

North Kenwood/Oakland Charter School, Chicago, IL, August 2009 – June 2015

Assistant Director, June 2011 – June 2015

- Created, implemented, and evaluated a school-wide culture system
- Designed a process for providing ongoing feedback through weekly teacher learning plan review
- Plan and lead trainings to ensure the professional development of all staff members
- Provide teachers with strategies to develop strong teaching practices and create positive relationships with students and parents
- Analyze data to develop and monitor yearly school-wide goals and improve academic performance
- Manage the extended day program by creating and maintaining the budget, developing partnerships for programming, hiring staff, and supervising the after school coordinator
- Collaborated with the leadership team to create a school handbook to formalize and document school-wide policies and procedures
- Created a system for disciplinary referrals and coordinate disciplinary actions for students; disciplinary referrals reduced by 15%
- Assisted the Chief Academic Officer with the improvement of a network elementary school by assessing school needs, analyzing data, and providing teacher training
- Served as acting School Director while Director was on leave from December 2012 – April 2013 and May 2014 – July 2014

Social Worker/Family Counselor, August 2009 – June 2011

- Created and developed programming for parents to foster healthy social emotional development
- Provided individual and family counseling focusing on parenting techniques and communication
- Formed community partnerships to address family and school needs
- Facilitated groups on self esteem, conflict resolution, and positive decision making

KIPP Ascend Charter School, Chicago, IL, June 2005 – August 2009

Dean of Students, June 2007– August 2009

- Supervised teachers, the social worker, and the specialized services team to ensure high quality performance
- Created and monitored academic interventions to accelerate student growth
- Problem-solved with teachers to develop classroom and individual student management plans
- Communicated with parents and provided resources and trainings to increase parental support

- Led staff trainings to ensure the continuous professional development of all staff members
- Coordinated student corrective disciplinary actions including restorative justice circles, detentions, and in-school and out of school suspensions
- Analyzed classroom observation and disciplinary data to create school wide goals and developed programming to ensure a positive school climate

Social Worker, June 2005 – June 2007

- Created curriculum for and taught a character skills class for 5th grade students
- Provided individual therapy focused on positive behavior and coping strategies for students grades 5-8
- Facilitated groups focused on anger management, conflict resolution, self-esteem, grief and loss, and social skills
- Developed curriculum and evaluation tools for school wide advisory program
- Wrote social assessments and IEP goals; participated in IEP meetings with a multidisciplinary team
- Coordinated parent workshops and family therapy
- Created an intervention and special education referral process to identify students with special needs

EDUCATION

National Louis University, Chicago, IL

Master of Arts, Education Supervision and Administration, June 2009, GPA 4.0/4.0

University of Chicago, School of Social Service Administration, Chicago, IL

Master of Arts, Social Service Administration, June 2005, GPA 3.9/4.0

Michigan State University, School of Social Work, East Lansing, MI

Bachelor of Arts, Social Work with an additional major in Psychology, May 2003, GPA 3.5/4.0

CERTIFICATION

IL Type 75 Administrative Certificate

IL Type 73 School Service Personnel Certificate

HONORS AND CONTINUING EDUCATION

Harvard Graduate School of Education, Programs in Professional Education, Cambridge, MA

Leadership: An Evolving Vision Institute, June 2013

Instructional Rounds Institute, December 2013

Loyola University School of Social Work, Chicago, IL

Advanced Practice in Schools Certificate, May 2009

University of Chicago, Chicago, IL

Recipient of Evelyn Ginsburgh Memorial Award for outstanding work in schools, 2005

Kristin Elise McKay

EDUCATION

University of Chicago, Chicago, IL 2012-2014
Social Service Administration A.M. Masters
School Social Work Program of Study, Type 73 Certification

2014 Promising Futures Scholarship Recipient
Awarded by *The Therapist Development Center*

Miami University, Oxford, OH, 2002-2005
Bachelors of the Arts
Major: English Literature, Minor: Japanese Culture and Language

SCHOOLS & YOUTH EXPERIENCE

Restorative Justice Manager
Umoja Student Development Corporation

Chicago, IL
Dec. 2015-Present

- Fulfills duties and responsibilities of an RJ Specialist (as listed below)
- Plans and facilitates monthly Restorative Justice team meetings
- Supervises Restorative Justice Specialist at Tilden HS; integrates into programming, RJ capacity building & development, and CARE & SD&I team meetings with Tilden admin and key stakeholders
- Analyzes & coordinates best practice data collection & reporting with Co-RJ Manager, Director of Evaluation, Development and Communications Director, and CPO
- Organizes & coordinates training & professional development for RJ Team (trauma training, monthly SW sessions)
- Co-develops and facilitates UReEL agendas and team preparation meetings with Co-RJ Manager

Restorative Justice Specialist
Umoja Student Development Corporation

Chicago, IL
July 2014-Dec. 2015

- Coordinates RJ programming & integration at Lincoln Park HS through Umoja Peace Room model, adult capacity building, community building, IB collaboration, Behavioral Health Team partnership, school-wide PD facilitation
- Creates RJ & Community Building tools, graphics, talking outlines, curriculum for team and Umoja use
- Provides RJ, systems & structures, and data thought-partnership to Umoja colleagues and partner-school stakeholders
- Attends and participates in city-wide RJ initiatives and collaborations
- Supervises Graduate Social Work Intern 3 days/week during SY2015-2016
- Writes and facilitates training materials for Umoja University, external trainings & speaking engagements

School Social Work Intern
Evanston Township High School

Evanston, IL
Aug. 2013-June 2014

- Provided individual & group counseling, case management, behavior intervention, and crisis management for sophomore general and special education students
- Completed adaptive behavior scales, social emotional assessments, FBAs, BIPs; conducts IEP and PPS meetings
- Corresponded with students and families in Spanish; conducted formal assessments in Spanish
- Designed and implemented an alternative to suspension curriculum for girls
- Lead projects to further RTI models, PBIS, and restorative discipline efforts within the school
- Crisis Prevention Intervention (CPI) certified

School Social Work Intern
UNO Network Major Hector P. Garcia High

Chicago, IL
Oct. 2012-June 2013

- Conducted individual and group clinical sessions with Junior and Senior students, using eclectic therapeutic models
- Conducted mental health and psycho-social assessments of students
- Acted as co-advisor to Junior girls' advisory
- Created goal setting programming and effective communications workshops for classroom and staff use
- Corresponded with families in Spanish

Cognitive-Behavioral Coach
Wellspring Camps Wisconsin

Kenosha, WI
June 2013-July 2013

- Conducted group and individual Cognitive Behavioral Therapy (CBT) at an immersion pediatric weight-loss summer camp with a caseload of 50 campers, ages 11-23
- Acted as clinical consultant to counselors and staff regarding behavioral and emotional conduct of campers
- Conducted work with campers around understanding emotional and dietary patterns, stages of change, group processing, goal setting, self-evaluation, and overcoming cognitive distortions
- Conducted frequent crisis intervention and de-escalation measures using CBT and mindfulness techniques

Art Instructor & Program Director/HS Fitness Instructor
Inter-American School

Quetzaltenango, Guatemala
Aug. 2008-June 2010

- Developed curricula for and instructed Pre-K—12th grade art classes
- Developed and implemented cardio-intensive and isometric fitness curriculum, including nutrition workshops
- Acted as Artistic Director of school theatrical productions, designing and creating sets and props

Volunteer Tutor and Mentor
Family Matters Chicago

Chicago, IL
Aug. 2010-2014

- Tutored and mentored Rogers Park youth for 4 years
- Participated in Family Matters community service functions with student
- Participated in Family Matters "Principles of Leadership" effective communication training

International Coordinator/Webmaster
Casa Xelajú Spanish School

Quetzaltenango Guatemala
Mar. 2007 – Apr. 2008

- Planned and guided excursions and cultural activities in the Western Highlands of Guatemala
- Acted as on-site Spanish translator for students, staff and educational community conferences
- Maintained and designed school website and publicity materials using Dreamweaver and Adobe Photoshop
- Corresponded with prospective international students, led cultural orientation workshops

RELEVANT EXPERIENCE

Paralegal/Office Manager
Len Goodman Law Office

Chicago, IL
Aug. 2010-Oct. 2012

- Managed the daily office tasks of a small criminal defense firm
- Communicated on behalf of attorneys regarding all non-privileged legal matters
- Prepared, organized and cataloged files and discovery in preparation for trials; abstracts transcripts for attorneys
- Acted as Spanish translator for verbal and written communications between attorneys, clients, and witnesses

Co-President, Students for Peace and Justice
Miami University

Oxford, Ohio
Sept. 2004 – Jun. 2006

- Participated in and presided over a non-partisan social action student group
- Successfully campaigned for the exclusive sale of fair trade coffee at Miami University
- Coordinated and fundraised for 10-day educational student delegation to Venezuela in March 2006 and executed week-long student lecture symposium at Miami University and the greater Cincinnati region

RELEVANT SKILLS

- Restorative Practices: Peace Circles, Restorative Conversations, Staff/Student Mediations, Re-entry Circles/Conversations, Community Building Circles, Talking Circles, Healing Circles
- Public speaking, professional development facilitation, training facilitation
- Spanish Fluency (Oral and Written)
- CBT, Mindfulness, Psychodynamic, Family Therapy, Brief Solution-Focused Therapy, Group Therapy, Art Therapy, Play Therapy, Playback Theater & Narrative Therapy
- Response to Intervention (RTI), Positive Behavior Intervention and Supports (PBIS), IEP goal writing & implementation, Functional Behavior Assessments (FBAs), Behavior Intervention Plan (BIPs), Social Developmental Studies (SDS), Vineland-II administration and interpretation
- Familiarity with ESL, Cooperative Learning, Direct Instruction, Constructivist Learning teaching methods
- Proficient in Adobe Photoshop, Pages, Dreamweaver, HTML, and all MS Office programs

DANIELA SCHIAZZA

DEMONSTRATED STRENGTHS

Evaluation project design, implementation, and management – Mixed methods evaluation – Collaboration with principal investigators and key stakeholders – Survey development and implementation – Interviewing skills and protocol development – Quantitative and qualitative analysis – Report writing – Statistical and presentation software, including SPSS, Excel and PowerPoint

PROFESSIONAL EXPERIENCE

Umoja Student Development Center, Chicago IL

Director of Evaluation, August 2012 to present

- Work with CEO and program directors to develop internal evaluation systems.
 - Collaborate with program directors to develop evaluation questions and evaluation plans for different program areas
 - Develop data tracking systems to capture program outputs and outcomes
 - Create reporting structures to provide ongoing data to program areas, as well as to Development Department for grant writing purposes
 - Engage program areas in bi-yearly to yearly data discussions to identify areas of improvement and influence on intended outcomes
 - Manage and collaborate with external evaluators
 - Manage part-time and intern-level employees

Center for Evaluation, Intervention and Training, Loyola University Chicago, Chicago, IL

Project Coordinator, July 2010 to July 2012

- Work with Principal Investigators on the following external evaluations: (a) Teaching American History professional development program, (b) Response to Intervention (RTI) professional development program, and (c) Chicago Public Schools' Circles of Citizenship professional development program. Providing leadership and support for:
 - Implementing surveys and analyzing results
 - Designing interview, observation, and focus group protocols
 - Conducting qualitative fieldwork, creating code schemes, analyzing data in NVivo
 - Creating written reports
- Analyze quantitative data to produce an Annual Report of Progress (APR) for a federally funded State Personnel Development Grant Project
- Provide technical assistance to various statewide special education initiatives that participate in the Illinois Statewide Technical Assistance Network (IS-TAC), providing guidance with online database management needs, data analysis, and report writing

Music Institute of Chicago, Evanston, IL

Independent Contractor, 2011 to present and 2009-2010

- Design and implement an external evaluation of an arts outreach and professional development program
- Developing an online survey, interview, and observation protocols
- Collect and analyze data and generate written reports

School of Education, Loyola University Chicago, Chicago, IL

Graduate Assistant, 2009-2010

- Worked with a professor of research methodology to coordinate and implement program evaluation projects
- Conducted a factor analysis of survey data to explore potential areas of impact of a literacy program, writing the results in a paper presented at the 2010 American Educational Research Association, Denver, Colorado
- Analyzed quantitative data to produce an Annual Report of Progress (APR) for the federally funded Teaching American History project

Center for Science and Math Education, Loyola University Chicago, IL

Graduate Assistant, 2009-2010

- Created study design frameworks, based upon design-based research methodology, to provide program staff guidance in conducting research projects
- Assisted in the creation of a program logic model of an inquiry-based science professional development program

Holt McDougal, Evanston, IL

Quantitative Analyst, 2004-2008

- Key player in the implementation of a company-wide research initiative by developing and implementing a nationwide survey, analyzing data, creating reports, and presenting findings to key stakeholders
- Enhanced executive management's knowledge of strengths and weakness of products by creating large scale surveys, generating reports, and presenting findings

Rynne Buckley Marketing and Communications, Evanston, IL

Manager, Market Research Services, 2001-2004

- Enhanced client knowledge of consumer attitudes and behaviors by assisting in survey development and initial analysis of survey results
- Provided clients in-depth analyses of the perceptions and motivations of key constituents by assisting in qualitative project design, conducting interviews, moderating focus groups, and generating written report

Parkside Associates/Press Ganey Associates, Inc., Park Ridge, IL

Consultant, 1998-2001

- Selected as client manager for top revenue and high profile accounts
- Key player in the implementation of a system-wide healthcare physician survey by organizing all stages of project start-up, closely working with clients to meet individual needs, and producing reports
- Integral team member managing the implementation of a statewide patient satisfaction survey initiative

EDUCATION

Loyola University Chicago, Chicago, IL

Doctor of Philosophy in Research Methodology, 2013

- Data analysis courses taken: linear modeling, multivariate statistics, hierarchical linear modeling, meta-analysis

Master of Arts Degree in Applied Sociology, 1999

- Awarded research assistantships 1996-1998

Illinois College, Jacksonville, IL

Bachelor of Arts Degree in Sociology, 1996

- Graduated *Summa Cum Laude*

PROFESSIONAL MEMBERSHIPS

American Evaluation Association, 2010 — present

TEACHING EXPERIENCE

Guest Lecturer, Research Methods, Dance Movement/Therapy Counseling Department, Columbia College Chicago, Fall 2014. Provided an overview of qualitative data analysis.

Guest Lecturer, Research Methods, Dance Movement/Therapy Counseling Department, Columbia College Chicago, Spring 2012. Provided an overview of qualitative data analysis.

Guest Lecturer, Thesis Seminar, Dance Movement/Therapy Counseling Department, Columbia College Chicago, Spring 2012. Provided an overview of qualitative data analysis.

Teaching Assistant, RMTD 404, Introduction to Educational Statistics, Loyola University Chicago, Fall 2011

Guest Lecturer, RMTD 421, Education Research II: Building a Body of Evidence With Quantitative Methods, Loyola University Chicago, Spring 2011. Provided an overview of mixed methods research.

Teaching Assistant, RMTD 580, Advanced Qualitative Research Methods: Case Study, Loyola University Chicago, Fall 2010

Teaching Assistant, RMTD 420, Educational Research I: Building a Body of Evidence With Qualitative Methods, Loyola University Chicago, Fall 2009

EVALUATION REPORTS

- Schiazza, D., Kallemeyn, L., Lipsky, E., Ryan, A.M., Denten, J., & Ozbeck, E.D. (2012). External Evaluation of the 'Circle of Citizenship: From Chicago to the World' Program 2011—2012 School Year. Chicago Public Schools Department of Curriculum and Instruction.
- Kallemeyn, L., & Schiazza D., (2011). *External evaluation of the American Dreams Teaching American History Project: year 3*. Maine Township School District and U.S. Department of Education Teaching American History Program.
- Schiazza, D., (2010). *Arts Link Program external evaluation: preliminary report, 2009-2010*. Arts Link Program, Music Institute of Chicago.
- Kallemeyn, L., & Schiazza D., (2010). *External evaluation of the American Dreams Teaching American History Project: year 2*. Maine Township School District and U.S. Department of Education Teaching American History Program
- Kallemeyn, L., & Schiazza, D., (2009). *Report on the external evaluation of the American Dreams Teacher American History Project: year 1 executive summary*. Maine Township School District U.S. Department of Education Teaching American History Program.
- Kallemeyn, L., & Schiazza, D., (2009). *External evaluation of the American Dreams Teaching American History Project: year 1*. Maine Township School District and U.S. Department of Education Teaching American History Program.
- Kallemeyn, L., Livingston, C., & Schiazza, D., (2009). *External evaluation of the Transition Adolescent Literacy Project: year 3*. McDougal Family Foundation.

PEER REVIEW PUBLICATIONS

- Kallemeyn, L., Schiazza, D.M., Ryan, A.M., Johnson, C., & Peters, J. (in press). Ambitious U.S. History teachers bringing professional development into the classroom: A mixed methods study. *Research in the Schools*.

CONFERENCE PRESENTATIONS

- Schiazza, D., Kallemeyn, L., & Ryan, A.M. (2013). *Linking Data in Mixed Methods Evaluation*. Paper session presented at the annual meeting of the American Evaluation Association, Anaheim, California.
- Schiazza, D., Kallemeyn, L., & Ryan, A.M. (2012). *A Case Study of a Mixed Methods Program Evaluation Engaged in Integrated Data Analysis*. Paper present at the annual meeting of the International Conference of Qualitative Inquiry, Champaign, Illinois.
- Kallemeyn, L., Schiazza, D., Ryan, A.M., Peters, J., & Johnson, C. (2012). *Ambitious U.S. history teachers bringing professional development into the classroom*. Round table presentation at the annual meeting of the American Educational Research Association, Vancouver, Canada.
- Schiazza, D., Kallemeyn, L., & Ryan, A.M. (2011). *A Case Study of a Mixed Methods Program Evaluation Engaged in Integrated Data Analysis*. Paper session presented at the annual meeting of the American Evaluation Association, Anaheim, California.
- Schiazza, D., & Kallemeyn, L., (2011). *Utilizing a Mixed of Methods to Evaluate a Teacher American History Project: Integrating Qualitative and Quantitative Approaches to Enhance Understanding*. Paper session presented at the annual meeting of the Teaching American History Annual Project Directors Conference, Washington, D.C.

Kallemeyn, L., & Schiazza, D., Ryan, A.M., Johnson, C. (2011). *Evaluating Professional Development in a Teaching American History Project: Dreams and Realities*. Round table presentation at the annual meeting of School of Education Research Symposium, Loyola University Chicago, Chicago, Illinois.

Kallemeyn, L., & Schiazza, D., Ryan, A.M., Johnson, C. (2011). *Evaluating Professional Development in a Teaching American History Project: Dreams and Realities*. Round table presentation at the annual meeting of the American Educational Research Association, New Orleans, Louisiana.

Kallemeyn, L., & Schiazza, D., Ogle, D., McKnight K.S., & Livingston, C. (2010). *Student literacy learning and transition to high school assessments: tools developed and lessons learned*. Paper presented annual meeting of School of Education Research Symposium, Loyola University Chicago, Chicago, Illinois.

Kallemeyn, L., Schiazza, D., Ogle, D., McKnight K.S., & Livingston, C. (2010). *Student literacy learning and transition to high school assessments: tools developed and lessons learned*. Paper session presented at the annual meeting of the American Educational Research Association, Denver, Colorado.

Laird Walker

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

Jan. 2011- Apr. 2012

Agent

- 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

RFP No. 1653-15268

Section I: Subcontracting and Teaming (2 pages max)

N/A

Contract No. 1653-15268A
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 2
SCHEDULE OF COMPENSATION

Appendix I - Budget Form

TRAVEL						
Local Travel						
Purpose	Staff Name	Mileage Rate	No. Miles	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Out of Town Travel						
Purpose and Person(s) Traveling	Airfare	Lodging	Per Diem	Line Item Cost	Requested JAC Grant Funds	Applicant Share
			Total Travel	\$0.00	\$0.00	\$0.00
EQUIPMENT						
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Computer	New staff hire at Al Raby	\$500.00	\$1.00	\$500.00	\$0.00	\$500.00
			Total Equipment	\$500.00	\$0.00	\$500.00
MATERIALS & SUPPLIES						
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Peace Room Décor	Supplies to decorate and furnish 2 Peace Rooms	\$250.00	2	\$500.00	\$0.00	\$500.00
Materials and food for 10 UFEEL participants	Quarterly school staff meetings	\$50.00	5	\$250.00	\$0.00	\$250.00
Printing and materials for 10 UU participants	Materials for multi-day training	\$20.00	10	\$200.00	\$0.00	\$200.00
			Total Materials & Supplies	\$950.00	\$0.00	\$950.00

Appendix I - Budget Form

CONSULTANTS/CONTRACTS (NOTE: A COMPLETED "CONTRACTOR/PARTNER BUDGET LINE ITEM DETAIL" FORM MUST BE COMPLETED AND INCLUDED FOR EACH CONTRACTOR/PARTNER AGENCY WHO WILL HAVE A SUBSTANTIAL ROLE IN THE PROJECT AND WHO IS ALLOCATED A PORTION OF GRANT FUNDS.) MULTIPLE COPIES OF THE FORM ARE INCLUDED HERE - CLICK THE "CONTRACTOR BUDGET DETAIL" TABS OF THIS WORKBOOK TO ACCESS THE FORM.

Description of Services to be Provided	Consultant or Contractor/Partner Agency	Hourly Rate	Budgeted Hours	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Total Consultants/Contracts				\$0.00	\$0.00	\$0.00

OTHER DIRECT COSTS						
Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Total Other Direct Costs				\$0.00	\$0.00	\$0.00

TOTAL DIRECT COSTS \$139,016.38 \$100,000.00 \$39,016.38

INDIRECT COST						
Indirect Cost Elements	Explanation of How Costs are Calculated	Line Item Cost	Requested JAC Grant Funds	Applicant Share		
TOTAL INDIRECT COSTS		\$0.00	\$0.00	\$0.00		

GRAND TOTAL		Requested JAC Grant Funds	Applicant Share
		\$100,000.00	\$39,016.38

Appendix II – Budget Narrative Form

The Budget Narrative is reviewed in conjunction with your Budget Form. It should serve to; a) justify your proposed expenditures, and b) explain how the expenditures are related to your program. For each cost item entered on your Budget Form, please provide a corresponding detailed explanation in the Budget Narrative. It is recommended that you provide calculations wherever applicable to illustrate how costs were determined. If you provide narrative for items that will be covered by a funding source other than JAC grant funds (this is not required), please indicate in the narrative that the item will be funded by an alternate source. A document entitled "Budget Guidance" is provided in Appendix III to assist you with completing your budget and budget narrative. Please refer to this resource to ensure that your proposed expenditures are in accordance with the Justice Advisory Council's specifications.

Applicant Organization Name:	Umoja Student Development Corporation		
Project Name:	Restorative Justice in Schools		
Budget Contact Person:	Rachel Bailey	Phone:	773-312-3898
Contact Person's Email:	rbailey@umojacorporation.org		

NOTE: Please ensure that you provide sufficient detail to enable reviewers to understand your proposed expenditures. Cells are formatted to expand as you enter information.

BUDGET CATEGORY – PERSONNEL

List each position by title and name of employee if available. Explain each position's role in the proposed program. Also, indicate if the position is existing or new and when the position will be on-boarded.

1. Laird Walker, Restorative Justice Specialist at Tilden: He will manage all activities at Tilden High School.
2. TBD, Restorative Justice Specialist at Al Raby High School: This is a new position and will be filled and on-boarded this summer. S/he will be responsible for all activities at Al Raby High School. Please note this is an identical role to Laird Walker's and 5 other staff members at Umoja, thus this is not a new role for Umoja to fill and on-board, but simply new related to our expansion and growth (see job description).
3. Dawn Hicks, Chief Program Officer: She will oversee all Restorative Justice work at Umoja and specifically will develop and manage the UREEL and Umoja University cross-school professional development opportunities for school partner staff.
4. Kristin McKay, Restorative Justice Manager: She will supervise the two Restorative Justice Specialists and provide coaching and guidance.
5. Daniela Schiazza, Evaluation Director: She will manage all data collection and analyze across all of our schools and coaches staff on helping schools better use data for decision-making.

*Please note Laird Walker and Dawn Hicks are both currently being funded through a JAC Restorative Justice grant from January 2016 – December 2016, thus we are only requesting funding for these positions from January 2017 – July 2017 (or will adjust based on the actual grant period of this grant, if received).

BUDGET CATEGORY – FRINGE BENEFITS

Fringe benefits should be based on actual known costs or an established formula. Please explain which

Appendix II – Budget Narrative Form

budgeted positions in the Personnel line will be receive fringe benefits.

All of the above positions receive fringe benefits as full-time employees and the 17% formula is based on actual past costs which have ranged from 16%-18%. Actual costs will be determined when Umoja's fiscal year starts July 1, 2016. As explained above, we have only requested JAC funds for Laird Walker and Dawn Hicks outside of the current Restorative Justice grant period to continue the work at Tilden High School beyond December 2016, as currently funded.

BUDGET CATEGORY – TRAVEL

List travel expenses by project personnel and explain the purpose of the travel. Also indicate whether the travel is local or out-of-town and explain how costs were determined.

N/A

BUDGET CATEGORY – EQUIPMENT

For each budgeted item, explain the need for the item, how it will be utilized in the proposed program, and how costs were determined. Also indicate where the item will be located, who will use the item, and how inventory will be maintained.

Computer will be paid for by Umoja.

BUDGET CATEGORY – MATERIALS & SUPPLIES

List materials and supplies by category (i.e. office supplies, program supplies, training supplies, etc.) and explain the need for the budgeted items and how costs were determined.

Materials and supplies will be paid for by Umoja.

BUDGET CATEGORY – CONSULTANT / CONTRACTS

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

N/A

Appendix II – Budget Narrative Form

BUDGET CATEGORY – OTHER DIRECT COSTS

List other direct cost by category (i.e. communications, event costs, postage, etc.) and explain why they are needed. Also provide an explanation as to how costs were determined, including the method for prorating costs that will be partially charged to the JAC grant.

N/A

BUDGET CATEGORY – INDIRECT COSTS

Explain what comprises indirect costs and the method used to determine the allocation charged to the JAC grant.

N/A

Contract No. 1653-15268A
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 3
EVIDENCE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kamm Insurance Group, Inc. 300 S. Wacker Drive Ste 1000 Chicago IL 60606		CONTACT NAME: Elizabeth Gossen PHONE (A/C, No, Ext): (312) 263-3215 FAX (A/C, No): (312) 263-0979 E-MAIL ADDRESS: egossen@kammgroup.com	
INSURED Umoja Student Development Corp., DBA: Umoja 954 W. Washington Street Suite 225 Chicago IL 60607		INSURER(S) AFFORDING COVERAGE INSURER A: Great American Insurance Co. INSURER B: Hartford Accident & Indemnity INSURER C: Philadelphia Insurance Company INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 2016-17 GL AU UM WC PR DO **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PAC263973416	6/23/2016	6/23/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Educators Legal Liability \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PAC263973416	6/23/2016	6/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 1,000			UMB048348103	6/23/2016	6/23/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	83WECZL3506	10/22/2015	10/22/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
A	Business Personal Property			PAC263973416	6/23/2016	6/23/2017	Limit \$87,500
C	Directors and Officers			PHSD1083235	11/12/2015	11/12/2016	Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Cook County Contract number 1653-15268 - 3/1/2016 - 2/28/2017
 Cook County, its officials, employees and agents are included as additional insured as there interest may apply.

CERTIFICATE HOLDER Cook County, its officials, employees and Kevin B. Casey, CPPB Office of the Cook County Chief Procurement Officer 118 North Clark Street Rm 1018 Chicago, IL 60602	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS: AUTHORIZED REPRESENTATIVE William Kamm/GOSSEN <i>William G. Kamm</i>
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Contract No. 1653-15268A
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 4

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY:
<input type="radio"/> <u>Disqualification</u>
<input type="radio"/> <u>Check Complete</u>

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1653-15268	Date: 6/15/2016
Total Bid or Proposal Amount: \$100,000	Contract Title: Restorative Justice Demonstration Grant
Contractor: Umoja Student Development Corporation	Subcontractor/Supplier/ Subconsultant to be added or substitute: Not Applicable
Authorized Contact for Contractor: Ted Christians	Authorized Contact for Subcontractor/Supplier/ Subconsultant: Not Applicable
Email Address (Contractor): tchristians@umojacorporation.org	Email Address (Subcontractor): Not Applicable
Company Address (Contractor): 954 W. Washington Blvd. Suite 225	Company Address (Subcontractor): Not Applicable
City, State and Zip (Contractor): Chicago, IL 60607	City, State and Zip (Subcontractor): Not Applicable
Telephone and Fax (Contractor): 773-312-3898	Telephone and Fax (Subcontractor): Not Applicable
Estimated Start and Completion Dates (Contractor): Sept 1, 2016 - Aug 31, 2017	Estimated Start and Completion Dates (Subcontractor): Not Applicable

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Not Applicable	Not Applicable

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor Umoja Student Development Corporation

Name Ted Christians, Chief Executive Officer

Title



6/15/2016

Prime Contractor Signature

Date

Contract No. 1653-15268A
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 5

MBE/WBE UTILIZATION PLAN

CONTRACT NO. 1653-15268A
Vendor: Umoja Student Development Corp.

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.



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

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2nd District

JERRY BUTLER
3rd District

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15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

June 24, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: Umoja Student Development Corporation
Contract No. 1653-15268A
Restorative Justice Demonstration Grants
Justice Advisory Council

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Kevin Casey, OCPO
Patrick McPhilly, JAC

Contract No. 1653-15268A
Restorative Justice Demonstration Grants (\$100,000)

EXHIBIT 6

ECONOMIC DISCLOSURE STATEMENT

**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 [X] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [X] 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 [X] 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 HEIBERGER	7395 LINCOLN ST., HINSDALE	PRESIDENT	2014-2016
KEN SCHMETTERER	860 BRAND LN, DEERFIELD	VICE-PRESIDENT	2014-2016
BLAKE SERCYE	5830 W. MIDWAY PARK, CHICAGO	VICE-PRESIDENT	2014-2016
SHARON LINDSTROM	2020 N. LINCOLN PARK W., CHICAGO	TREASURER	2014-2016
NICOLE BEECHUM	4530 S. WOODLAWN AVE, #1009, CHICAGO	SECRETARY	2014-2016

Declaration (check the applicable box):

- 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.

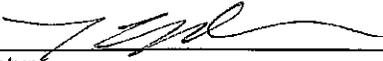
COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

TED CHRISTIANS

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

CEO

Title



Signature

2/29/16

Date

tchristians@umoja corporation.org

E-mail address

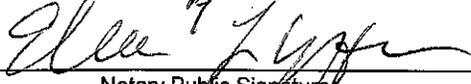
773-433-0939

Phone Number

Subscribed to and sworn before me
this 29 day of February 2016

My commission expires:

01/09/19

x 

Notary Public Signature

Notary Seal





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"/> Stepsister |
| <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: VMDIA 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@vmdjcorporation.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:

TED 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: _____

RFP NO 1653-15268

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 CASSY, OFFICE OF CHIEF PROCUREMENT OFFICER

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: _____

LOUETTA 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

2/29/16
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: 1653 - 15268

County Using Agency (requesting Procurement):

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): UMOJA STUDENT DEVELOPMENT CORPORATION

Substantial Owner Complete Name: TED CHRISTIANS

FEIN# 36-4263664

Date of Birth:

E-mail address: tchristians@umoja.corporation.org

Street Address: 954 W. WASHINGTON BLD., STE 225

City: CHICAGO

State: IL Zip: 60607

Home Phone: (773) 433 - 0939

Driver's License No.:

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 or 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

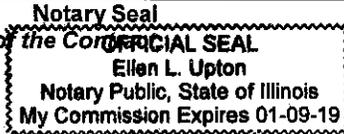
The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: [Signature] Date: 2/29/2016

Name of Person signing (Print): TED CHRISTIAN Title: CEO

Subscribed and sworn to before me this 29 day of February, 2016

x [Signature]
Notary Public Signature



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 PAGES OF EDS

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

UMDJA STUDENT DEVELOPMENT CORPORATION

Corporation's Name

President's Printed Name and Signature

[Signature] JOHN HEIBELER

773-312-3898

Telephone

tchristians@umdjacorporation.org

Email

[Signature]

Secretary Signature

09/02/2016

Date

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

29 day of February 2016

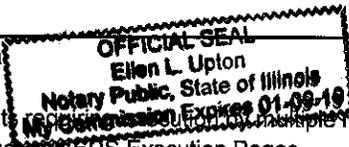
My commission expires:

01/09/19

Notary Public Signature

[Signature]

Notary Seal



*If the operating agreement, partnership agreement or governing documents are signed 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:

John E. Miller

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF July, 20

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

1653-15268A

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 100,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required
ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date