



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Tuskegee NEXT
Contact Person	Valeriano Blackburn
Address	401 S Carlton Ave Suite 204
City	Wheaton, IL 60187
Phone Number	618.207.8041
Email	Vblackburn@TuskegeeNEXT.org

SECTION II Project Description

Project Title	Tuskegee NEXT Fellowship Program - Supporting Early Career Aviators
Cost of the Project	\$10,000
Brief Description of the Scope of Initiative	Flexible award, allowing them to choose how best to utilize it—whether for flight training, advanced aviation programs, professional career development, or other aviation-related pursuits. Daily classroom, simulator, and flight training Mentor Summer Aviation Program cadets. Opportunity for a Johnson & Johnson externship. Supports aviation professionals ages 22–25 as they transition from training into established careers, combining professional development with a powerful alumni network.
Desired Outcomes	The Fellowship Program aims to support young aviation professionals as they transition from training to established careers. Through this program, we expect the following outcomes: Career Progression: Fellows will secure employment or advancement in aviation-related roles within 6 to 12 months of completing the program. Continued Education: Fellows will use their awards to pursue additional flight training, certifications, or advanced aviation education. Professional Development: Fellows will strengthen essential life and career skills such as leadership, communication, and decision-making through structured workshops and mentorship. Industry Engagement: Fellows will build lasting connections with peers and professionals, expanding their access to career opportunities and support networks. Retention in the Field: Fellows will remain active in the aviation industry for at least two years after completing the program, contributing to a more stable and skilled workforce.

SECTION III Signature

Member Name	Michael Childress
District	District 1
Signature	

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)

**A GRANT AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND TUSKEGEE
NEXT**

WHEREAS, the County of DuPage ("County") is a body corporate and politic; and

WHEREAS, TUSKEGEE NEXT ("Agency") is a 501(c)(3) organization created under the Internal Revenue Code, and

WHEREAS, the County has established the Member Initiative Program which permits members of the County Board to advance items which benefit their district and assigns certain amounts of public funds for those purposes; and

WHEREAS, the County's funding for each Agency is not a donation and must be used to perform certain services or functions within the County's statutory authority to perform; and

WHEREAS, the County and the Agency are hereafter sometimes referred to as the "Party" and collectively referred to herein as "the Parties"; and

WHEREAS, the Parties have prepared this Agreement to govern the distribution of the grant funds identified above.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. **Purpose of the Agreement.** The Purpose of this Agreement is to define the project for which grant funds are to be used and provide funding for eligible expenses.
2. **Recitals.** The recitals to this Agreement are incorporated as though set forth fully herein.
3. **Term.** This Agreement shall remain in effect through November 30, 2025. Sections 5, 6, 7, 8, 9, 10, 11, and 12 of this Agreement shall remain in effect indefinitely and shall survive the termination of this Agreement. Funds shall be expended prior to November 30, 2025.
4. **Project Description.** Agency shall receive ten thousand dollars (\$10,000.00) from the County. Agency shall undertake the following project or activities described in the Proposal attached hereto as Exhibit A.
5. **Termination, Breach.** This Agreement may be terminated upon thirty (30) days' notice to the other Party with the written consent of the other Party. All terms of this Agreement shall be considered material terms and therefore all breaches shall be deemed material breaches. In the event of a breach of this Agreement by any Party, the non-breaching Party shall provide the breaching Party with written notice of the breach and shall provide a period of not less than thirty (30) days to cure said breach.
6. **Venue, Applicable Law.** The exclusive venue for disputes arising from this Agreement shall be the 18th Judicial Circuit Court, sitting in Wheaton, Illinois. This Agreement shall be governed by the laws of the State of Illinois.
7. **Payment.** The County agrees to pay the Agency ten thousand dollars (\$10,000.00). Payment is contingent upon: (1) compliance with County rules and regulations; (2) Accounts Payable review by Finance Staff and County Audit Staff including providing sufficient invoicing and proof of purchase; and (3) completion of a fully executed Agreement. Payments shall be made in the form of reimbursement and upon invoice from

Agency. Payments for eligible expenses authorized under this Agreement shall be made within thirty (30) days of receipt of completed invoices and proof of purchase. All funds shall be expended not later than November 30, 2025.

8. **Assignment.** Neither Party shall assign performance under this Agreement, nor shall either Party transfer any right or obligation under this Agreement without the express written approval of the County.
9. **Amendment.** Any amendment to the terms of this Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who approved and executed the original Agreement or their successors in office.
10. **Waiver.** If the County fails to enforce any provision of this Agreement, that failure does not waive said provision or the County's right to enforce it.
11. **Sole Agreement.** This Agreement contains all negotiations between the County and Agency. No other understanding regarding this grant Agreement, whether written or oral, may be used to bind either Party.
12. **Liability.** The Agency agrees to indemnify, save, and hold the County, its officers, agents and employees, harmless from any claims or causes of action, including attorney's fees incurred by the County, arising from the performance of this Agreement by the Agency, its officers, agents or employees. This clause will not be construed to bar any legal remedies the Agency may have for the County's failure to fulfill any of the County's obligations under this Agreement. Notwithstanding any provisions of this Agreement to the contrary, indemnification under Section 12 of this Agreement shall be limited to the Agency's allocation, less any amount unspent.

COUNTY OF DUPAGE

 TUSKEGEE NEXT

Deborah Conroy
Chair, DuPage County

Valeriano Blackburn,
Executive Director

ATTEST:

Jean Kaczmarek,
County Clerk



March 27, 2025

DuPage County Office of the County Board

421 North County Farm Road

Wheaton, Illinois 60187-3978

RE: MEMBER INITIATIVE PROGRAM APPLICATION

The Tuskegee NEXT Foundation, a 501(c)(3) public charity formed in 2015, transforms the lives of at-risk youth through aviation education, life skills training, and career path opportunities so that they can transform their communities. Tuskegee NEXT shows youth boundless possibilities through 1) Flight Training, a total immersion experience; 2) Life Skills Programming, where cadets are mentored by successful professionals, exposed to career opportunities, and desire to serve their neighborhoods and communities; and 3) Educational Assistance where they receive scholarships, tuition assistance, internships, or career assistance (civilian industry and military).

Tuskegee NEXT headquarters in Wheaton, Illinois, has a contractual partnership agreement with the Illinois Aviation Academy (IAA) in West Chicago, where the aircraft flight training takes place. Both are located in DuPage County.

Approximately 10-14 cadets are selected each year from a pool of applicants. Attached is a copy of the Service Agreement for this year between Tuskegee NEXT and the IAA.

Sincerely,

Simonee (Angel) Attawia

Interim Executive Director



January 23, 2025

Summer Aviation Program Service Contract

I. The Parties.

This Service Contract ("Agreement") made January 23, 2025 ("Effective Date"), is by and between: Service Provider: Illinois Aviation Academy, Inc., with a mailing address of 32W751 Tower Road, City of West Chicago, State of Illinois ("Service Provider"), AND Client: Tuskegee Next, with a mailing address of 401 South Carlton Avenue, Suite 204, City of Wheaton, State of Illinois ("Client"), Service Provider and Client are each referred to herein as a "Party" and, collectively, as the "Parties." NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term.

The term of this Agreement shall commence on February 9, 2025, and terminate on August 9, 2025.

III. The Service.

The Service Provider agrees to provide flight and ground instruction that includes, but is not limited to, in the classroom, virtual/on-line, simulation devices and in airplanes. The instruction that Service Provider will perform for Client is hereinafter known as the "Service". Service Provider shall at all times, while performing the Service for Client, comply with the policies, standards, and regulations of the Client and imposed by local, State, and Federal governing entities laws to the best of Service Provider's ability.

IV. Payment Amount.

The Client agrees to pay the Service Provider the following compensation for the Services it performs and the equipment it uses during the execution of this Agreement based on the following rate schedule:

- Standard Flight/Ground instructor/instruction: \$73.50/hour – retail rate
- Assistant Chief Pilot: \$94.50/hour – retail rate
- Examiner Fee: \$840/exam – retail rate
- Written Exam Fee: \$175/exam – retail rate paid to PSI
- Aircraft Fee: \$170.10/hour – discounted rate (retail \$189)
 - 10% discount on retail rate if use more than 4 aircraft
 - 5% discount on retail rate if use less than 4 aircraft (\$179.55)
- Books and required pilot supplies: Not to Exceed \$ 9,400 for a 20-person initial class size



Provider has provided Client a "Financial Budget" (Exhibit A attached to this Agreement) that will be used as a financial reference by the Parties. The Parties agree that changes to fuel prices during the term of this Agreement may cause changes to the "Aircraft Fee". Service Provider will immediately notify Client of any changes to "Aircraft Fee" or if Service Provider has concerns it may exceed the Financial Budget. All activities that would exceed the Financial Budget (\$) will require prior approval from Client. All approved expenses incurred by the Service Provider, after the Financial Budget has been exceeded, will be paid in accordance with the rate scale outlined in Section IV of the Agreement.

V. Payment Method.

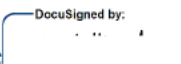
The Service Provider will provide the Client with an invoice for Services rendered on a weekly basis. Client will have up to 5 business days after receipt of the Service Provider's invoice to review and dispute any charges/fees invoiced by the Service Provider. The Client shall pay the Service Provider within 14 days after all disputed charges and/or fees have been resolved. Payment by the Client can be in the form of a check, ACH or wire transfer. It is understood by the Parties that "time is of the essence" regarding payment and failure to pay may cause interruption of services being provided by the Service Provider.

VI. Inspection of Services.

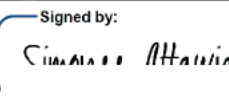
Client shall be allowed to inspect and/or observe the Service Provider's facility and the Services rendered by Service Provider after providing reasonable notice to the Service Provider. If any of the Services performed or provided by the Service Provider pursuant to this Agreement are deficient, the Client shall have the right, at any time, to notify the Service Provider of such deficiency. Upon notice given by the Client, Service Provider shall be granted a reasonable time to correct such deficiency.

VII. Entire Agreement.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing by all Parties. IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature  Date 1/31/2025

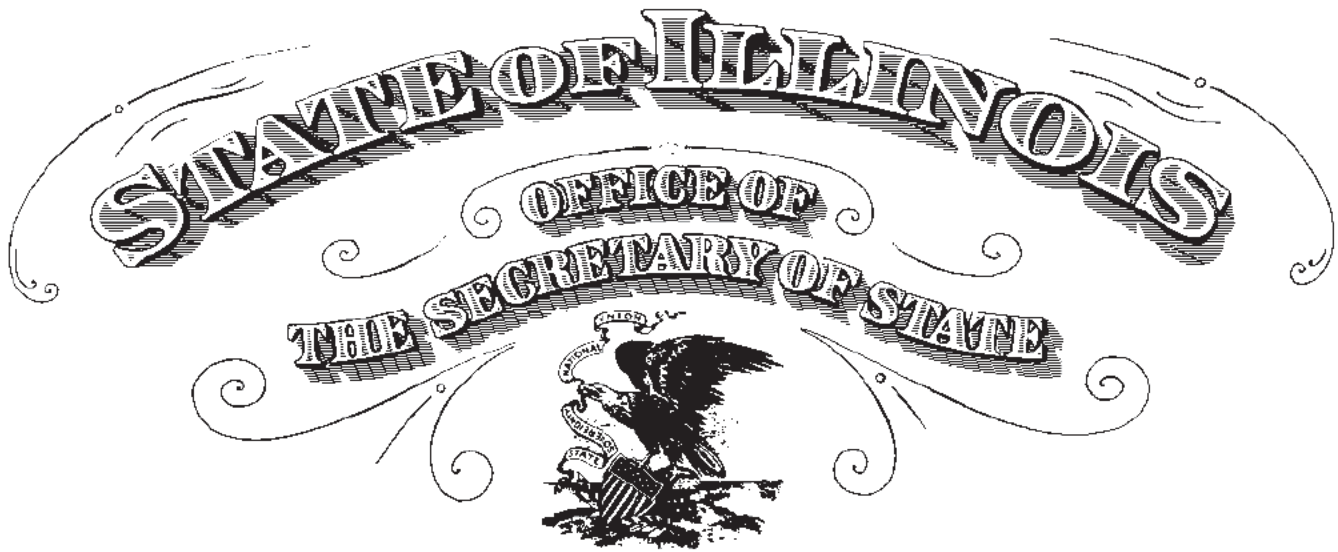
Print Name Robert Werderich

Service Provider's Signature  Date 1/31/2025



**TUSKEGEE
NEXT**

Print Name Simonee Attawia



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

THE TUSKEGEE NEXT FOUNDATION, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 28, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 2ND
day of MARCH A.D. 2025 .

**AMENDED AND RESTATED BYLAWS
OF
THE TUSKEGEE NEXT FOUNDATION
(an Illinois Not-For-Profit Corporation)
adopted and incorporated 12/11/2017**

ARTICLE 1

Offices, Purpose and Intended Tax Exempt Status

The corporation shall continuously maintain a registered agent within the State of Illinois, who shall be an individual resident of Illinois or a business entity authorized to act as a registered agent in Illinois, and whose registered office address shall be a physical street address with the State, as required by law.

THE TUSKEGEE NEXT FOUNDATION is organized and operated exclusively for charitable purposes in accordance with §501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). More specifically, the corporation is organized: (i) to assist at-risk youth with obtaining their pilots license; (ii) to conduct programs for charitable purposes; and (iii) to educate youth in the aerospace industry through various educational initiatives, life skills, mentorship collaborations and formal flight training programs in a charitable manner.

It is the intent of the Corporation to qualify as a nonprofit, tax exempt entity pursuant to §501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law). To effectuate such intent, no part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth above. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements concerning), any political campaign on behalf of any candidate for public office. The Corporation shall not carry on any other activities not permitted to be carried on: (1) by a corporation exempt from federal income tax under §501(c)(3) of the Internal Revenue Code of 1986; (2) by a corporation contributions to which are deductible under §170(c)(2) of the Internal Revenue Code of 1986; or (3) by a corporation organized pursuant to the General Not For Profit Corporation Act of 1986 (805 ILCS 105) (the "Act"), as amended from time to time.

ARTICLE II

Board of Directors

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by or under the direction of its board of directors and officers. The board of directors shall comply with the auditing requirements in accordance with the Professions, Occupations and Business Operations Act (225/ILCS 460/4), also referred to the Solicitations for Charity Act (225 ILCS 460). The board of directors will engage a certified public accountant to perform an annual audit of the corporation.

SECTION 2. NUMBER, TENURE, AND QUALIFICATIONS. The Board of directors shall consist of not less than three (3) and not more than 24 members, all of whom shall be of lawful age. Each director shall hold office for two (2), two (2) year terms. Upon completion of the second term, the director shall be granted a one (1) year sabbatical. Upon completion of the one (1) sabbatical, the director shall return to the Board of Directors to serve another two (2), two (2) year terms and will continue to serve until his or her successor shall have been qualified and elected by the Board of Directors. The number of directors may be increased or decreased from time to

time by amendment to the bylaws. No decrease shall have the effect of shortening the term of an incumbent director.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held on the last Monday in October of each year for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If such day is inconvenient for the board of directors or a legal holiday, the meeting shall be held as soon thereafter as conveniently may be. The president shall preside over the meetings of the board of directors, and the secretary of the corporation shall be the recording secretary for the meeting. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any three (3) directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least two (2) days previous thereto by written or electronic notice to each director at his or her address as shown by the records of the corporation except that no special meeting of directors may remove a director unless written notice of the proposed removal is delivered to all directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except when a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need be specified in the notice or waiver of notice of such meeting unless the purpose of such meeting is to remove a director under Section 108.35(b) of the Act, specifically required by law or by these bylaws.

SECTION 6. QUORUM. A majority of the directors then in office shall constitute a quorum; provided, that in no event shall a quorum consist of less than one-third of the directors then in office. If less than a majority of the directors then in office are present at said meeting a majority of the directors present may adjourn the meeting to another time without further notice. Directors may participate in and act at any meeting of such board through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation. No director may act by proxy on any matter. Regular or special meetings of the board of directors may be held either within or without this State.

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

SECTION 9. RESIGNATION AND REMOVAL OF DIRECTORS. A director may resign at any time by written

notice delivered to the board of directors, its chairman, or to the president or secretary of the corporation. A resignation is effective when the notice is delivered unless the notice specifies a future date. The pending vacancy may be filled before the effective date, but the successor shall not take office until the effective date. A director may be removed with or without cause, as specified by the Act.

SECTION 10. INFORMAL ACTION BY DIRECTORS. The authority of the board of directors may be exercised without a meeting if a consent in writing or electronically, setting forth the action taken, is signed by all of the directors entitled to vote.

SECTION 11. INTENTIONALLY OMITTED

SECTION 12. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. BOARD RESPONSIBILITIES. The responsibilities of the board of directors shall include, but are not limited to, the subsequent obligations. Accordingly, the board of directors shall be: (i) committed to supporting a clear path towards aviation careers for at-risk youth; (ii) actively serve on at least one (1) committee of the board of directors as described in Article IV hereof; (iii) attend at least three (3) out of four (4) quarterly board meetings; (iv) provide reasonable best efforts in order to secure a minimum of ten thousand dollars (\$10,000.00) per year in charitable contributions that support the charitable purpose of the corporation annually; and (v) provide the corporation with mailing lists, contacts, major donor prospects, and related contacts in order to support the charitable purpose of the corporation annually.

ARTICLE III

Officers

SECTION 1. OFFICERS. The officers of the corporation shall be a president, one or more vice presidents (the number thereof to be determined by the board of directors), a treasurer, a secretary, and such other officers as may be elected or appointed by the board of directors. Officers whose authority and duties are not prescribed in these bylaws shall have the authority and perform the duties prescribed, from time to time, by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office for two (2) years and until his or her successor shall have been duly elected and qualified, until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL AND RESIGNATION. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby. Election or appointment of an officer or agent shall not of itself create any contract rights.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he or she shall be in charge of the business and affairs of the corporation; he or she shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some

other person by the board of directors; and, in general, he or she shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He or she shall preside at all meetings of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, he or she may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments that the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

He or she may vote all securities that the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. VICE PRESIDENT. The vice president (or in the event there be more than one vice president, each of the vice presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him or her by the president or the board of directors. In the absence of the president or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice presidents, in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions on the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, the vice president (or any of them if there is more than one) may execute for the corporation any contracts, deeds, mortgages, bonds, or other instruments that the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant

secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He or she shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 7. SECRETARY. The secretary shall (a) record the minutes of the meetings of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be a custodian of the corporate records; (d) keep a register of the post office address of each member of the board that shall be furnished to the secretary by such member; (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors; and (f) certify the bylaws, resolutions of the board of directors and committees thereof, and other documents of the corporation as true and correct copies thereof.

SECTION 8. SALARIES. The officers shall not receive compensation or reimbursement for expenses for

attendance at any meeting of the corporation. The officers shall not receive salary for their services as an officer.

ARTICLE IV

Committees, Commissions and Advisory Boards

SECTION 1. COMMITTEES. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which will consist of one or more directors and such other persons as the board of directors designates. The committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it, him, or her by law.

SECTION 2. COMMISSIONS OR ADVISORY BODIES. Commissions or advisory bodies not having and exercising the authority of the board of directors in the corporation may be designated or created by the board of directors and shall consist of such persons as the board of directors designates. A commission or advisory body may or may not have directors as members, as the board of directors determines. The commission or advisory body may not act on behalf of the corporation or bind it to any actions but may make recommendations to the board of directors or to the officers of the corporation.

SECTION 3. TERM OF OFFICE. The appointment of a committee member, commission or advisory board member shall be for one (1) year unless terminated sooner as hereinafter defined. Each member of a committee, advisory board, or commission shall continue as such until the next annual meeting of the board of directors of the corporation and until his or her successor is appointed, unless the committee, advisory board, or commission shall be sooner terminated, or unless such member be removed from such committee, advisory board, or commission by the board of directors, or unless such member shall cease to qualify as a member thereof.

SECTION 4. CHAIR. One member of each committee, advisory board, or commission shall be nominated chair by the president of the corporation and approved by the board of directors. Such members in good standing with the corporation for at least one (1) year shall have preference in appointment as chair of a committee. Committee chairs, along with the officers of the corporation, shall constitute the Executive Board, and shall perform such other duties as directed by the Board of Directors, such as performing an audit of the financial records of the corporation.

SECTION 5. VACANCIES. Vacancies in the membership of any committee, advisory board, or commission may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 6. QUORUM. Unless otherwise provided in the resolution of the board of directors designating a committee, advisory board, or commission, a majority of the whole committee, advisory board, or commission shall constitute a quorum, and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee, advisory board, or commission.

SECTION 7. RULES. Each committee, advisory board, or commission may adopt rules for its own government not inconsistent with these bylaws, the Act, the articles of incorporation, or with rules adopted by the board of directors.

SECTION 8. INFORMAL ACTION. The authority of a committee may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all the members entitled to vote.

ARTICLE V

Contracts, Checks, Deposits, and Funds

SECTION 1. CONTRACTS. The president or vice president may enter into any contract determined by resolution of the board of directors or execute and deliver any instrument determined by resolution of the board of directors in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

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

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

SECTION 4. GIFTS. The board of directors may accept on behalf of the corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the corporation so long as such gift does not conflict with §501(c)(3) of the Internal Revenue Code of 1986, §170(c)(2) of the Internal Act.

ARTICLE VI

Certificates of Membership of the Board of Directors

SECTION 1. CERTIFICATES OF MEMBERSHIP. The board of directors may provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the board. Such certificates shall be signed by the president or a vice president and by the secretary or an assistant secretary. The name and address of each board member shall be entered on the records of the corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor on such terms and conditions as the board of directors may determine.

SECTION 2. ISSUANCE OF CERTIFICATES. When a board member has been elected to membership and has paid any initiation fee and dues that may then be required, a certificate of membership shall be issued in his or her name and delivered to him or her by the secretary, if the board of directors shall have provided for the issuance of certificates of membership under the provisions of Section 1 of this Article.

ARTICLE VII

Books and Records

SECTION 1. BOOKS AND RECORDS. The corporation shall keep correct and complete books and records of account. It shall also keep minutes of the proceedings of its board of directors and committees having any of the authority of the board of directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member of the board, or his or her attorney, for any proper purpose at any reasonable time. To exercise this right, such member must make written demand to the president or vice president, stating with particularity the records sought and a detailed reason for the request. If approved by the board of directors, such member requesting these records agrees to pay any and all costs associated with the production of said records, including but not limited to any professional costs such as the time of an attorney and/or an accountant. A retainer fee in the amount of \$500.00 must be provided in advance. Any unused portion will be refunded to such member. If the corporation refuses examination, the voting member may file suit in the circuit court of the county in DuPage County to compel by mandamus or otherwise such examination as may be proper. If such member seeks to examine books or

records of account the burden of proof is upon such member to establish a proper purpose. However, if the member's purpose is to examine minutes, the burden of proof is upon the corporation to establish that such member does not have a proper purpose.

SECTION 2. DONOR RECORDS. No donor records shall be made available to any person outside the corporation except those requests lawfully received by an authorized governmental agency. Within the corporation, donor records shall be made available only to authorized personnel on an as needed basis.

SECTION 3. STEWARDSHIP COMMITTEE. The president and vice president shall serve as the Stewardship Committee to provide oversight involving the stewardship of donor funds. This committee is to serve in a donor advocacy role in reviewing and addressing matters of donor intent and confidentiality and shall monitor practices that protect donor confidentiality of donor information. The president and vice president together may elect to add or substitute members to this Stewardship Committee.

ARTICLE VIII

Fiscal Year

The fiscal year of the corporation shall be October 1 – September 30 as reckoned for taxing or accounting purposes.

ARTICLE IX

Dues

SECTION 1. ANNUAL DUES. The board of directors by affirmative vote of two thirds of all of the members of the board may determine from time to time the amount of initiation fee, if any, and annual dues payable to the corporation.

SECTION 2. PAYMENT OF DUES. Dues shall be payable in advance on the first Monday in June in each year. Dues of a new member of the board shall be prorated from the first day of the month in which such new member is elected to membership.

SECTION 3. DEFAULT AND TERMINATION OF MEMBERSHIP. When any member of any the board shall be in default in the payment of dues for a period of four (4) months from the beginning of the period for which such dues became payable, his or her membership may thereupon be terminated by the board of directors in the manner provided in Article II of these bylaws.

ARTICLE X

Seal

Use of a corporate seal is not mandatory.

ARTICLE XII

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XII

Indemnification

SECTION 1. INDEMNIFICATION IN ACTIONS OTHER THAN BY OR IN THE RIGHT OF THE CORPORATION.

The corporation may indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, or employee of the corporation, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful. The corporation will not indemnify willful misconduct or gross negligence.

SECTION 2. INDEMNIFICATION IN ACTIONS BY OR IN THE RIGHT OF THE CORPORATION.

The corporation may indemnify a person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, or employee of the corporation, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the corporation, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 3. RIGHT TO PAYMENT OF EXPENSES. To the extent that a director, officer, or employee of the corporation has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith that do not exceed \$10,000.

SECTION 4. DETERMINATION OF CONDUCT. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the corporation only as authorized in the specific case, upon a determination that indemnification of the director, officer or employee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 or 2 of this Article. Such determination shall be made (a) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion.

SECTION 5. PAYMENT OF EXPENSES IN ADVANCE. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the corporation in advance of the final disposition of such action, suit, or proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, or employee, to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in

this Article.

SECTION 6. INDEMNIFICATION NOT EXCLUSIVE. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, or employee, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

SECTION 7. INSURANCE. The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the corporation, or who is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article.

SECTION 8. NOTICE TO MEMBERS. If the corporation has paid indemnity or has advanced expenses under this Article to a director, officer, or employee, the corporation shall report the indemnification or advance in writing to any members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

ARTICLE XIII

Amendments

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

ARTICLE XIV

Policies

Policies shall be prepared and approved by the board of directors to provide guidance to the corporate officers and directors, regarding how important activities are handled.

Article XV

Duality of Interest

Any duality of interest on the part of any director shall be disclosed to the board of directors, and made a matter of record through an annual procedure and also when the interest becomes a matter of director action.

Any director having a duality of interest shall not vote or use his or her personal influence on the matter, and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

Any new director will be advised of this policy upon entering the duties of his or her office. A like standard shall apply to members of all Standing and Advisory Committees. All such policies shall also be applicable to any member of one's immediate family or any person acting on his or her behalf.

Directors, committee members, and the board members will be required to attest annually to their familiarity with the Corporation's policies in this regard and to provide information concerning any

possible conflict of interest so that disclosure may, if necessary, be made.

Whenever there exists a conflict, the matter in question shall be made public by disclosure in the Annual Report of the Corporation unless otherwise directed by the president or chairmen.



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	N/A
COMPANY NAME:	Tuskegee NEXT
CONTACT PERSON:	Valeriano Blackburn
CONTACT EMAIL:	Vblackburn@TuskegeeNEXT.org

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☐ Yes

☒ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to

Printed Name: Valeriano Blackburn

Signature: _____

Title: Executive Director

Date: Oct. 21, 2025