

**33562**

**ADOPTED – BOARD OF TRUSTEES  
COMMUNITY COLLEGE DISTRICT NO. 508  
OCTOBER 4, 2018**

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS**

**RESOLUTION**

**AUTHORIZING EXECUTION OF AMENDMENT TO COLLABORATION AGREEMENT AND  
SHARED FACILITIES USE LICENSE AGREEMENT WITH ONE MILLION DEGREES  
OFFICE OF THE GENERAL COUNSEL**

**WHEREAS**, One Million Degrees (“OMD”), an Illinois not-for-profit corporation with principal headquarters formerly located at 226 W. Jackson Boulevard, Chicago, Illinois 60606, intends to occupy office space at the City Colleges of Chicago new District Office located at 180 N. Wabash Avenue, Chicago, Illinois 60601;

**WHEREAS**, the Board of Trustees of Community College District No. 508 and OMD executed a Collaboration Agreement and Shared Facilities Use License Agreement (the “Agreement”), dated July 1, 2017, authorizing OMD to occupy office space at the old District Office located at 226 W. Jackson Boulevard, Chicago, Illinois 60606, for the limited purpose of providing academic support and to operate certain programs for the benefit of current and prospective students enrolled at the City Colleges of Chicago;

**WHEREAS**, as of August 2018, the District Office relocated from 226 W. Jackson Boulevard, Chicago, Illinois 60606 to 180 N. Wabash Avenue, Chicago, Illinois 60601.

**WHEREAS**, the Board of Trustees of Community College District No. 508 hereby authorizes OMD to occupy office space at the new District Office located at 180 N. Wabash Avenue, Chicago, Illinois 60601 during the term of the Agreement. The term of the Agreement began on July 1, 2017 and expires June 30, 2020.

**NOW THEREFORE BE IT RESOLVED**, that the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, as follows:

1. The Board hereby authorizes and ratifies the Collaboration Agreement and Shared Facilities Use License Agreement with One Million Degrees; and
2. The Board hereby authorizes the Chancellor or his designee to execute an amendment to the Collaboration Agreement and Shared Facilities Use License Agreement with One Million Degrees whereby One Million Degrees will occupy office space at the new District Office in accordance with the Agreement.

**October 4, 2018 – Office of the General Counsel**

**FIRST AMENDMENT  
TO  
COLLABORATION AGREEMENT**

This First Amendment (“First Amendment”) to the Collaboration Agreement (“Agreement”) is made this 4th day of October, 2018, but is effective as of July 1, 2017 (the “Effective Date”), by and between **ONE MILLION DEGREES**, an Illinois not-for-profit corporation (“OMD”), and the **BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 COUNTY OF COOK AND STATE OF ILLINOIS**, a body politic and corporate (“Institution”).

**RECITALS**

**WHEREAS**, OMD and Institution entered into the Agreement pursuant to which Institution agreed to provide certain shared office facilities to OMD as part of the program to provide support to facilitate tutoring, personal and professional development, and performance-based financial assistance to participating students of the Institution;

**WHEREAS**, the term of the Agreement began on July 1, 2017 and will expire on June 30, 2020; and

**WHEREAS**, OMD and Institution desire to amend the Agreement in accordance with the terms and conditions of this First Amendment as set forth below;

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants and recitals set forth herein and for other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Paragraph 1.A. of Exhibit B is hereby deleted in its entirety and replaced with the following:

**The Used Space** Licensor licenses to Licensee as of the date hereof, office space at 180 N. Wabash Avenue, Chicago, Illinois 60601 (the “District Office”), to the extent space is available, as well as dedicated work spaces for program staff (one program staff for approximately every 50-60 students served at each campus) with phone, internet, and printer access at each college within the City Colleges of Chicago as more particularly described in Exhibit A (the “Used Space”). Licensor and Licensee acknowledge and agree that additional space at other colleges within the City of Colleges of Chicago system may from time to time be licensed by the Licensor to the Licensee. Upon any such agreement to license additional space, (i) the parties shall amend Exhibit A to describe such additional space and (ii) such additional space shall be deemed to fall within the definition of “Used Space” for all purposes hereunder.

2. Except as amended hereby, the Agreement is hereby ratified and confirmed and shall continue in full force and effect.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereunder have executed this First Amendment to Agreement on the date first above written.

**Board of Trustees of Community  
College District No. 508, County of Cook  
and State of Illinois**

**One Million Degrees**

By: \_\_\_\_\_  
Juan Salgado, Chancellor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Paige Ponder

Title: CEO

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Karla Mitchell Gowen  
General Counsel