



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 770 Wilshire Boulevard  
 Los Angeles, CA 90017

# Contract

**Bill To:**  
 Los Angeles City College  
 Administrative Services  
 855 N. Vermont Ave.  
 Los Angeles, CA 90029

**Vendor Address**

EDUCATION TO GO  
 PO BOX 760  
 TEMECULA CA 92593-0760  
 (T)800-701-8755-125  
 (F)951-719-3333

**Service(s) To:**  
 Los Angeles City College Receiving Department  
 840 Heliotrope Drive  
 Los Angeles, CA 90029  
 (323) 953-4000 EXT 2495

**Information**

**Contract Number** 4500192886  
**Contract Amount** \$ 8,000.00  
**Order Date** 11/07/2013  
**Vendor Number** 1008206  
**Payment Terms** Payment Due Net 30 days  
**Requestor/Phone** YAMANISHI, D. / EXT. 2665  
**Confirmed with** CHRISTOPHER CONN  
**Start date** 12/01/2013  
**End date** 06/30/2014

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
10010-C6830	562100		

**PERSONAL SERVICES AGREEMENT**

**PARTIES:**

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 ("District")

THE ORIGINAL OF THIS DOCUMENT  
 FULLY EXECUTED AND APPROVED  
 IS ON FILE IN THE REGIONAL  
 PROCUREMENT OFFICE OF THE  
 LOS ANGELES COMMUNITY  
 COLLEGE DISTRICT

This copy contains the signatures  
 of both authorized parties

By Los Angeles City College  
 855 N. Vermont Avenue  
 Los Angeles, CA 90029

Attn: Drew Yamanishi  
 (323) 953-4000 ext. 2665  
 ("College")

EDUCATION TO GO  
 PO BOX 760  
 TEMECULA, CA 92593-0760  
 ("Contractor")

**DATE:**

11/07/2013

**TERM:**

From: 12/01/2013 To: 06/30/2014



RECITALS

WHEREAS, the District is authorized to contract for the procurement of goods and services as authorized by law; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform the services described herein pursuant to this agreement;

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereby agree as follows:

AGREEMENT

1. **SERVICES.** The Contractor shall perform the Services set forth in Exhibit "A" (the "Services") in compliance with specifications and standards set forth in that Exhibit.
2. **WARRANTIES.** The Contractor warrants that the Services (and any goods in connection therewith) furnished hereunder will conform to the requirements of this agreement (including all descriptions, specifications and drawings made a part hereof) and in the case of goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the District, free from defects in design. The District's approval of designs or specifications furnished by the Contractor shall not relieve the Contractor of its obligations under this warranty. All warranties, including special warranties specified elsewhere herein, shall inure to the District, its successors, assigns, and users of the Services.
3. **FEES.** The District shall pay the Contractor the fees set forth in Exhibit B, in accordance with the terms and conditions of this Agreement. The Contractor represents that such fees do not exceed the Contractor's customary current price schedule. The District shall pay all applicable taxes; excepting, however, the federal excise tax, and all state and local property taxes, as college districts are exempt therefrom. Payment shall be made by the District's Accounts Payable Office upon submittal of invoice(s) approved by the Vice-President of Administration, or designee, at the College.
4. **EXPENSES.** The Contractor shall assume all expenses incurred in connection with performance except as otherwise provided in this agreement.
5. **TERM OF AGREEMENT.** This agreement shall be for the term set forth above, unless sooner terminated pursuant to the terms hereof.
6. **TERMINATION OF AGREEMENT.** This agreement may be terminated by the District by providing 30 days' prior written notice to the Contractor or immediately upon breach of this agreement by the Contractor. wrng
7. **RIGHTS IN DATA.** All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs, and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the ~~the~~ <sup>remain</sup> *Ed26*

*Ed26*



*Am* District and may be copyrighted by the District. The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the District can be used by either party in any way it may deem appropriate. All inventions, discoveries or improvements of any computer programs developed pursuant to this agreement shall be the property of the District. During the term of this agreement, certain information which the District deems confidential ("Confidential Information") might be disclosed to the Contractor. The Contractor agrees not to divulge, duplicate or use any Confidential Information obtained by the Contractor during the Contractor's engagement. Such Confidential Information may include, but is not limited to, student and employee information, computer programs, and data in the District's written records or stored on the District's computer systems.

8. **CONTRACTOR ACCOUNTING RECORDS.** Records of the Contractor's directly employed personnel, other consultants and reimbursable expenses pertaining to the work and records of account between the District and the Contractor shall be maintained on an accounting basis acceptable to the District and shall be available for examination by the District or its authorized representative(s) during regular business hours within one (1) week following a request by the District to examine such records. Failure by the Contractor to permit such examination within one (1) week of a request shall permit the District to withhold all further payments until such examination is completed unless an extension of time for examination is authorized by the District in writing.
9. **RELATIONSHIP OF PARTIES.** With regard to performance hereunder, the Contractor is an independent contractor and not an officer, agent, partner, joint venturer, or employee of the District. The Contractor shall not, at any time, or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the District.
10. **WAIVER OF DAMAGES; INDEMNITY.** The Contractor hereby waives and releases the District from any claims the Contractor may have at any time arising out of or relating in any way to this agreement, except to the extent caused by the District's willful misconduct. Notwithstanding the foregoing, the parties agree that in no event shall the District be liable for any loss of the Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. This shall constitute the District's sole liability to the Contractor and the Contractor's exclusive remedies against the District. Except for the sole negligence or willful misconduct of the District the Contractor shall indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees, and agents from any liability, losses, costs, damages, claims, and obligations relating to or arising from this agreement.

Without limiting the foregoing, the Contractor shall indemnify and hold harmless the District, and its Board of Trustees, officers, employees, and agents from all liability, losses, costs, damages, claims, and obligations of any nature or kind, including attorneys fees, costs, and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance, registered or unregistered trademark, servicemark, or tradename, furnished or used in connection with this agreement. The Contractor, at its own expense, shall defend any action brought against the District to the extent that such action is based upon a claim that the goods or software supplied by the Contractor or the operation of such goods infringes a patent, trademark, or copyright or violates a trade secret.

11. **INSURANCE.** Without limiting the Contractor's indemnification of the District and as a material



condition of this agreement, the Contractor shall procure and maintain at its sole expense, for the duration of this agreement, insurance coverage with limits, terms and conditions at least as broad as set forth in this section. The Contractor shall secure and maintain, at a minimum, insurance as set forth below, with insurance companies acceptable to the District to protect the District from claims which may arise from operations under this agreement, whether such operations be by the Contractor or any subcontractor or anyone directly or indirectly employed by any of them. As a material condition of this agreement, the Contractor shall furnish to the District certificates of such insurance and endorsements, which shall include a provision for a minimum thirty-days notice to the District prior to cancellation of or a material change in coverage.

The Contractor shall provide the following insurance:

- (a) Commercial General Liability Insurance, "occurrence" form only, to provide defense and indemnity coverage to the Contractor and the District for bodily injury and property damage. Such insurance shall name the District as an additional named insured and shall have a combined single limit of not less than one million dollars (\$1,000,000) per occurrence. The policy so secured and maintained shall include personal injury, contractual or assumed liability insurance; independent contractors; premises and operations; products liability and completed operation; broad form property damage; broad form liability; and owned, hired and non-owned automobile insurance. The policy shall be endorsed to provide specifically that any insurance carried by the District which may be applicable to any claim or loss shall be deemed excess and non-contributory, and the Contractor's insurance primary, despite any provisions in the Contractor's policy to the contrary.
- (b) Workers' Compensation Insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of not less than one million dollars (\$1,000,000) per accident.

Failure to maintain the insurance and furnish the required documents may terminate this agreement without waiver of any other remedy the District may have under law.

12. **AMENDMENTS.** This agreement is the entire agreement between the parties as to its subject matter and supersedes all prior or contemporaneous understandings, negotiations, or agreements between the parties, whether written or oral, with respect thereto. This agreement may be amended only in a writing signed by both parties.
13. **ASSIGNMENT.** This agreement may not be assigned or otherwise transferred, in whole or in part, by either the District or the Contractor without prior written consent of the other.
14. **GOVERNING LAW.** This agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder, and any action arising from or relating to this agreement, shall be construed and enforced in accordance with, and governed by, the laws of the State of California or United States law, without giving effect to conflict of laws principles. Any action or proceeding arising out of or relating to this agreement shall be brought in the county of Los Angeles, State of California, and each party hereto irrevocably consents to such jurisdiction and venue, and waives any claim of inconvenient forum.
15. **NONDISCRIMINATION.** The Contractor hereby certifies that in performing work or providing services for the District, there shall be no discrimination in its hiring, employment practices, or



operation because of sex, race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, or sexual orientation, except as provided for in section 12940 of the Government Code. The Contractor shall comply with applicable federal and California anti-discrimination laws, including but not limited to, the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code, the provisions of the Civil Rights Act of 1964 (Pub. L. 88-352; 78 Stat. 252) and Title IX of the Education Amendments of 1972 (Pub. L. 92-318) and the Regulations of the Department of Education which implement those Acts. The Contractor agrees to require compliance with this nondiscrimination policy by all subcontractors employed in connection with this agreement.

16. **EQUAL OPPORTUNITY EMPLOYER.** The Contractor, in the execution of this agreement, certifies that it is an equal employment opportunity employer.
17. **ATTORNEYS' FEES AND COSTS.** If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.
18. **BOARD AUTHORIZATION.** The effectiveness of this agreement is expressly conditioned upon approval by the District's Board of Trustees.
19. **SEVERABILITY.** The Contractor and the District agree that if any part, term, or provision of this agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect other parts, terms, or provisions of this agreement, which shall be given effect without the portion held invalid, illegal, or unenforceable, and to that extent the parts, terms, and provisions of this agreement are severable.
20. **TERMINATION FOR NON-APPROPRIATION OF FUNDS.** If the term of this agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the agreement is contingent on the appropriation and availability of funds for such purpose, as determined in good faith by the District. If funds to effect such continued purpose are not appropriated or available as determined in good faith by the District, this agreement shall automatically terminate and the District shall be relieved of any further obligation.
21. **NOTICE.** Any notice required to be given pursuant to the terms of this agreement shall be in writing and served personally or by deposit in the United States mail, postage and fees fully prepaid, addressed to the applicable address set forth above. Service of any such notice if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual receipt or at the expiration of 2 business days after the date of mailing, whichever is earlier.
22. **CONFLICTS OF INTEREST.** The Contractor agrees not to accept any employment or representation during the term of this agreement which is or may likely make the Contractor "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matter in connection with which Contractor has been retained pursuant to this agreement.
23. **REQUIREMENT FOR FEDERALLY FUNDED CONTRACTS.**
  - A. If this Agreement is funded by the District, in whole or in part, from revenues received from the

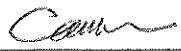


Federal Government, then the following additional provisions shall apply. It shall be the Contractor.s responsibility to ascertain if Federal funds are involved.


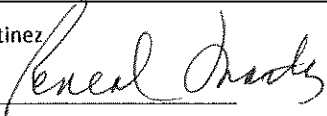
- B. Contractor, and any subcontractors at any tier, shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- C. No contract, or any subcontract at any tier, shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold (currently \$100,000) shall provide the required certification regarding its exclusion status and that of its principal employees.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in Los Angeles, California, on the date set forth above.

**CONTRACTOR**  
 EDUCATION TO GO  
 PO BOX 760  
 TEMECULA, CA 92593-0760

By:   
 Name: Christopher D. Conn  
       Business Manager  
 Title: \_\_\_\_\_  
 Date: 12/13/13

**DISTRICT**  
 LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 By: THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

By:   
 Renee D. Martinez  
 President  
 Date:  1-8-14



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
770 Wilshire Boulevard  
Los Angeles, CA 90017

Contract No.  
4500192886

Page 7 of 8

## EXHIBIT A

### SCHEDULE OF SERVICES AND SPECIFICATIONS

To provide variety of on-line classes for the Community Education & Extension Program.



**EXHIBIT B**  
**SCHEDULE OF PAYMENT**

**Not to exceed a total of \$8,000 during the above period of services.**

(broken down as follows):

2013 Instructor-Led Courses - wholesale price is \$65, LACC Community Services will set retail pricing at \$97 per student, giving Education To Go approximately 67% of proceeds.

2013 Career Training Program Courses - pricing is set at Suggested Retail where percentage revenue distribution varies by course offering.

See Attached Price Lists.





LOS ANGELES COMMUNITY COLLEGE DISTRICT  
770 Wilshire Boulevard  
Los Angeles, CA 90017

# Contract

**Bill To:**

Los Angeles City College  
Administrative Services  
855 N. Vermont Ave.  
Los Angeles, CA 90029

**Vendor Address**

EDUCATION TO GO  
PO BOX 760  
TEMECULA CA 92593-0760  
(T)800-701-8755-125  
(F)951-719-3333

**Service(s) To:**

Los Angeles City College Receiving Department  
840 Heliotrope Drive  
Los Angeles, CA 90029  
(323) 953-4000 EXT 2495

Information			
Contract Number	4500192886		
Contract Amount	\$ 17,000.00		
Order Date	11/07/2013		
Vendor Number	1008206		
Payment Terms	Payment Due Net 30 days		
Requestor/Phone	YAMANISHI, D. / EXT. 2665		
Confirmed with	CHRISTOPHER CONN		
Start date	12/01/2013		
End date	12/31/2014		
Contract # must be referenced on all correspondence.			
<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
10010-C6830	562100		

THE ORIGINAL OF THIS DOCUMENT  
FULLY EXECUTED AND APPROVED  
IS ON FILE IN THE REGIONAL  
PROCUREMENT OFFICE OF THE  
LOS ANGELES COMMUNITY COLLEGE DISTRICT Page 1 of 2

This copy contains the signatures  
of both authorized parties

Attention: Mr. Rich Talmo

**SUBJECT: AMENDMENT NO. 1 TO AGREEMENT NO. 4500192886; TO PROVIDE ONLINE CLASSES FOR STUDENTS AT LOS ANGELES CITY COLLEGE**

Dear Mr. Talmo:

Subject to ratification by the Board of Trustees of the Los Angeles Community College District, the above-referenced agreement is hereby amended as follows:

**A. PERIOD OF SERVICES**

The period of services are hereby from July 1, 2014 to December 31, 2014.

**B. SERVICES**

Education will provide online classes and content for web-based training for LACC Community Services additional offering to the public. Community Service will publish Education To Go offerings in print as part of its catalog and will utilize Education To Go website for registrations and course listings. Wholesale courses are \$65, Community Services will set retail pricing at \$97 giving Education To Go approximately 67% of proceeds. All other courses retail price will be set at the suggested retail price as noted in the attached documents ~~2013~~ Instructor-Led courses - Price List and ~~2013~~ Career Training Program - Price List, where percentage revenue distribution varies by offering. Attached price lists have been

published in 2014 and are subject to change with notice.

**C. COST**

Not to exceed \$9,000

Increase the total contract amount from \$8,000 to \$17,000 during the above period of services.

All other terms and conditions of this Agreement shall remain unchanged. This Amendment supersedes all prior or contemporaneous understandings, negotiations, and agreements between the



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
770 Wilshire Boulevard  
Los Angeles, CA 90017

Contract No.  
4500192886

Page 2 of 2

parties, whether written or oral, with respect to its subject matter. This Amendment is part of and shall be attached as an addendum to the Agreement.

Please acknowledge your acceptance by signing and returning both copies of this contract amendment to the address shown below.

Regional College Procurement Office  
Los Angeles Community College District  
1111 Figueroa Place  
Wilmington, CA 90744  
Attn: Marcia Webb  
(310) 233-4256

Sincerely,

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
By: ITS BOARD OF TRUSTEES

By: *John al-Amin*  
Name: Dr. John al-Amin  
Title: Vice President of Administration  
Date: 10/30/14

RFC No. 10032890

cc: Accounts Payable  
Pre-Audit

\* \* \* \* \*

EDUCATION TO GO

AGREED:

By: *Carrie E Doyle*

Name: Carrie Doyle

Title: General Manager, ed2go, Cengage Learning

Date: 10/13/14



**Bill To:**  
 Los Angeles City College  
 Administrative Services  
 855 N. Vermont Ave.  
 Los Angeles, CA 90029

**Vendor Address**

EDUCATION TO GO  
 PO BOX 760  
 TEMECULA CA 92593-0760  
 (T)800-701-8755-125  
 (F)951-719-3333

**Service(s) To:**  
 Los Angeles City College Receiving Department  
 840 Heliotrope Drive  
 Los Angeles, CA 90029  
 (323) 953-4000 EXT 2495

**Information**

**Contract Number** 4500192886  
**Contract Amount** \$ 32,600.00  
**Order Date** 11/07/2013  
**Vendor Number** 1008206  
**Payment Terms** Payment Due Net 30 days  
**Requestor/Phone** YAMANISHI, D. / EXT. 2665  
**Confirmed with** BRIAN BALES  
**Start date** 12/01/2013  
**End date** 06/30/2015

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
10010-C6830	562100		

Attention: Mr. Rich Talmo

SUBJECT: AMENDMENT NO. 2 TO AGREEMENT NO. 4500192886; TO PROVIDE ONLINE CLASSES FOR STUDENTS AT LOS ANGELES CITY COLLEGE

Dear Mr. Talmo:

Subject to ratification by the Board of Trustees of the Los Angeles Community College District, the above-referenced agreement is hereby amended as follows:

**A. PERIOD OF SERVICES**

The period of services are hereby from January 1, 2015 to June 30, 2015.

**B. SERVICES**

Education will provide online classes and content for web-based training for LACC Community Services additional offering to the public. Community Service will publish Education To Go offerings in print as part of its catalog and will utilize Education To Go website for registrations and course listings. Wholesale courses are \$65, Community Services will set retail pricing at \$97 giving Education To Go approximately 67% of proceeds. All other courses retail price will be set at the suggested retail price as noted in the attached documents 2014 Instructor-Led courses - Price List and 2014 Career Training Program - Price List, where percentage revenue distribution varies by offering.

**C. COST**

Not to exceed \$6,000  
 Increase the total contract amount from \$17,000 to \$23,000 during the above period of services.

All other terms and conditions of this Agreement shall remain unchanged. This Amendment



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 770 Wilshire Boulevard  
 Los Angeles, CA 90017

Contract No.  
 4500192886

Page 2 of 2

supersedes all prior or contemporaneous understandings, negotiations, and agreements between the parties, whether written or oral, with respect to its subject matter. This Amendment is part of and shall be attached as an addendum to the Agreement.

Please acknowledge your acceptance by signing and returning both copies of this contract amendment to the address shown below.

Regional College Procurement Office  
 Los Angeles Community College District  
 1111 Figueroa Place  
 Wilmington, CA 90744  
 Attn: Marcia Webb  
 (310) 233-4256

Sincerely,

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 By: ITS BOARD OF TRUSTEES

By: *John al-Amin*  
 Name: Dr. John al-Amin  
 Title: Vice President of Administration  
 Date: 4/1/15

RFC No. 10034235

cc: Accounts Payable  
 Pre-Audit

\* \* \* \* \*

EDUCATION TO GO  
 AGREED:

By: *Carrie E Doyle*  
 Name: Carrie Doyle  
 Title: General Manager, ed2go, Cengage Learning  
 Date: 3-12-15



**LOS ANGELES COMMUNITY COLLEGE DISTRICT**  
 770 Wilshire Boulevard  
 Los Angeles, CA 90017

# Contract

**Bill To:**  
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 Administrative Services  
 855 N. Vermont Ave.  
 Los Angeles, CA 90029

### Vendor Address

EDUCATION TO GO  
 PO BOX 760  
 TEMECULA CA 92593-0760  
 (T)800-701-8755-125  
 (F)951-719-3333

**Service(s) To:**

Los Angeles City College Receiving Department  
 840 Heliotrope Drive  
 Los Angeles, CA 90029  
 (323) 953-4000 EXT 2495

### Information

**Contract Number** 4500192886  
**Contract Amount** \$ 32,600.00  
**Order Date** 11/07/2013  
**Vendor Number** 1008206  
**Payment Terms** Payment Due Net 30 days  
**Requestor/Phone** YAMANISHI, D. / EXT. 2665  
**Confirmed with** BRIAN BALES  
**Start date** 12/01/2013  
**End date** 06/30/2015

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
10010-C6830	562100		

**SUBJECT: AMENDMENT NO. 3 TO AGREEMENT NO. 4500192886; TO PROVIDE ONLINE CLASSES FOR STUDENTS AT LOS ANGELES CITY COLLEGE**

Subject to ratification by the Board of Trustees of the Los Angeles Community College District, the above-referenced agreement is hereby amended as follows:

**A. PERIOD OF SERVICES**

The period of services are hereby from January 1, 2015 to June 30, 2015.

**B. SERVICES**

Amendment to contract to enable Los Angeles City College Community Services (CS) to refund vendor ED2GO (ETG) for Community Services share of revenue refunded in-whole to students by ETG in consideration of CS' General Refund Policy. This would only be in situations where CS has payment before the refund was granted. Estimated number of refunds per contract period: 2.

**C. COST**

\$600.00

All other terms and conditions of this Agreement shall remain unchanged. This Amendment supersedes all prior or contemporaneous understandings, negotiations, and agreements between the parties, whether written or oral, with respect to its subject matter. This Amendment is part of and shall be attached as an addendum to the Agreement.

Please acknowledge your acceptance by signing and returning both copies of this contract amendment to the address shown below.



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 770 Wilshire Boulevard  
 Los Angeles, CA 90017

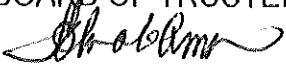
Contract No.  
 4500192886

Page 2 of 2

Regional College Procurement Office  
 Los Angeles Community College District  
 1111 Figueroa Place  
 Wilmington, CA 90744  
 Attn: Marcia Webb  
 (310) 233-4256

Sincerely,

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 By: ITS BOARD OF TRUSTEES


By:   
 Name: Dr. John al-Amin  
 Title: Vice President of Administration  
 Date: 7/13/18

RFC No. 10035201

cc: Accounts Payable  
 Pre-Audit

\* \* \* \* \*

EDUCATION TO GO  
 AGREED:

By:   
 Name: Brian Bales  
 Title: Director of Marketing, ed2go, Cengage Learning  
 Date: 6-22-15



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 770 Wilshire Boulevard  
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Contract Number 4500192886  
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 Confirmed with BRIAN BALES  
 Start date 12/01/2013  
 End date 06/30/2016

Contract # must be referenced on all correspondence.

<u>Fund Center</u>	<u>Comm Item</u>	<u>Fund Center</u>	<u>Comm Item</u>
10010-C6830	562100		

Attention: Mr. Rich Talmo

SUBJECT: AMENDMENT NO. 4 TO AGREEMENT NO. 4500192886; TO PROVIDE ONLINE CLASSES FOR STUDENTS AT LOS ANGELES CITY COLLEGE

Dear Mr. Talmo:

Subject to ratification by the Board of Trustees of the Los Angeles Community College District, the above-referenced agreement is hereby amended as follows:

**A. PERIOD OF SERVICES**

The period of services are hereby from July 1, 2015 to June 30, 2016.

**B. SERVICES**

Education will provide online classes and content for web-based training for LACC Community Services additional offering to the public. Community Service will publish Education To Go offerings in print as part of its catalog and will utilize Education To Go website for registrations and course listings. Wholesale courses are \$65, Community Services will set retail pricing at \$97 giving Education To Go approximately 67% of proceeds. All other courses retail price will be set at the suggested retail price.

**C. COST**

Not-to-exceed \$9,000

Increase the total contract amount from \$23,600 to \$32,600 during the above period of services.

All other terms and conditions of this Agreement shall remain unchanged. This Amendment supersedes all prior or contemporaneous understandings, negotiations, and agreements between the parties, whether written or oral, with respect to its subject matter. This Amendment is part of and shall be attached as an addendum to the Agreement.



LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 770 Wilshire Boulevard  
 Los Angeles, CA 90017

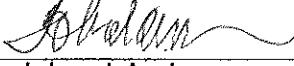
Contract No.  
 4500192886  
 Page 2 of 2

Please acknowledge your acceptance by signing and returning both copies of this contract amendment to the address shown below.

Regional College Procurement Office  
 Los Angeles Community College District  
 1111 Figueroa Place  
 Wilmington, CA 90744  
 Attn: Marcia Webb  
 (310) 233-4256

Sincerely,

LOS ANGELES COMMUNITY COLLEGE DISTRICT  
 By: ITS BOARD OF TRUSTEES

By:   
 Name: Dr. John al-Amin  
 Title: Vice President of Administration  
 Date: 10/8/15

RFC No. 10035938

cc: Accounts Payable  
 Pre-Audit

\* \* \* \* \*

EDUCATION TO GO  
 AGREED:



By: \_\_\_\_\_  
 Name: Rich Taimo, Associate Business Development Manager  
 Title:  
 Date: September 25, 2015