

**Cengage Learning & Barnes & Noble College**  
**Proposal for**  
**Kentucky Community and Technical College System**



Cengage Learning Representative to contact regarding this proposal:

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Business Development Director  
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OR

Rob Avery  
Director of Sales, Central Division  
(P) 207.595.2174  
(e) [robert.avery@cengage.com](mailto:robert.avery@cengage.com)

Barnes & Noble College Representative to contact regarding this proposal:

Ann Fraley  
Vice President of Stores  
(p) 917-494-3983  
(e) [afraley@bncollege.com](mailto:afraley@bncollege.com)



## Executive Summary

Cengage Learning is pleased to present the following proposal to Kentucky Community and Technical College System. Cengage Learning will provide Kentucky Community and Technical College System with an inclusive student course charge pricing model, a package that comes complete with several services, including training and support. This proposal serves as a foundation which can be changed as the needs of both Kentucky Community and Technical College System and Cengage Learning change.

The specific purpose of our proposal is to provide Kentucky Community and Technical System with a student pricing model that includes digital resources via a course charge structure giving students access to course materials on the first day of class. Having digital resources on the first day of class is proven to increase student success, which positively impacts enrollment, retention, and graduation rates. Also by adopting this course charge model your students will have single sign on access and the materials will be delivered via a pinless model, thus removing access codes. Cengage Learning is prepared to help KCTCS students and instructors by ensuring that they have the right solutions to fit their needs. Through our proposed model, faculty still reserves the right to choose their preferred Cengage Learning solution(s).

### Pricing Terms

Cengage Learning proposes a flat student course charge of \$68.75 (Cengage cost \$55.00) per course in this pilot phase as noted in the attached spreadsheet. The agreed upon price is charged per student, per course, per semester. The charges will be assessed through a course charge model and will be managed by Barnes & Noble College.

In addition, if KCTCS faculty would like to offer students the option to purchase a printed text to go along with the digital resource, Cengage Learning would offer a black and white loose-leaf version of the text for an additional \$20 (Cengage cost \$15.00) through the bookstore. This would be in addition to the course charge and would be optional only.

### Agreement Terms

Cengage Learning proposes a three-year agreement with Kentucky Community and Technical College System lasting from December 1, 2013 through April 1, 2017 for these pilot courses.

**Courses and colleges Cengage Learning is targeting is in the attached spreadsheet for Spring 2014.**

**Going forward will include the following products by Cengage:** Aplia, CourseMate, Cnow, SAM

### Engagement Services

In order to fully support all users throughout their Cengage Learning product use, Cengage Learning offers dedicated training and support through a team of experts who work together to ensure your success.

As part of our Digital Course Support program, we will provide you with hands-on, start to finish support which includes:

### IMPLEMENTATION

We are pleased to offer you a *first-of-its kind* service and support program to help you implement Cengage Learning Resources in your course. You will have a dedicated Digital Solutions Coordinator, who will work

with you to develop a personalized implementation plan that will include:

- Delivery of login and account information for all faculty and adjuncts
- Assistance in setting up courses and assignments
- Student registrations instructions (emailed to you before classes begin)
- Check-ins throughout the semester to ensure everything is running smoothly
- Proactive setup of your Cengage Learning course for the next term.

#### TRAINING

Our digital training program provides a variety of service options that are customized to meet your needs. Based on the goals for your course, your dedicated Implementation and Training Specialist, will deliver the following:

##### Faculty:

- Consultation to determine how best to implement Cengage Learning resources(based on the specific way in which your course is administered on your campus)
- Onsite training
- Prior to training, 24/7 customer support web site
- Scheduled online training seminars
- Instructor access and use of all training materials (including user manuals and online demos)
- The return of all telephone calls and emails within 24 hours
- A campus visit each term. During these visits, the Implementation Specialist will collect chargedback on our course materials and service and will ensure that you have the all of the support materials you need.

##### Students

- *Getting Started* training, which will ensure that your students are prepared to register for and comfortably navigate Cengage Learning resources
- Access to all Student User Manuals.

Committed to a mutually beneficial strategic partnership, Cengage Learning seeks to offer Kentucky Community and Technical College System a model that will best suit their needs now and in the future.

If you are in agreement with the above provisions, please sign and return a copy of this agreement to Cengage Learning & Barnes & Noble College.

ACCEPTED AND AGREED:

KCTCS

By: 

Wendell Followell :

System Director of Business Services

Date: 

Attached Spreadsheet with list of courses/schools being targeted for the January pilot.

Attachments –

Spring 2014 – Course list adopting Cengage Open

Cengage Open Flow Chart

*[Handwritten signature]*  
10/1/13



# Roles & Responsibilities - Cengage Open Program

KCTCS STUDENT – Cengage Open in Blackboard with Access First Day of Class through Cengage Building Block

KCTCS negotiates with Cengage the Single Cost of all Content in the Cengage Open Program.

B & N Provides Customer Service

Explains to Faculty and Students the Cengage Open Program and how it works.

Shares the basics of access in blackboard and answers questions or directs them to where to find the answers.

Cengage work w/ Faculty to educate them on the Open Program.

Plus included: Aplia, MindTap, CourseMate, Cnow, SAM

Cengage supports Barnes & Noble with communication to faculty on the importance of turning in the book order to the bookstore by the scheduled deadline.

KCTCS programs the Course Charge based on Retail Price and Courses identified by B & N

Deadline for loading Course Charge:  
Fall Semester – June 1<sup>st</sup>  
Spring Semester – October 1<sup>st</sup>  
All Summer Semesters – March 1<sup>st</sup>

B & N works with KCTCS to set the Course Charge (\$68.75)

Cengage sets wholesale cost based on negotiated pricing with KCTCS. (\$55.00)

KCTCS works with B & N to audit and follow-up with faculty on setting the \$68.75 Course Charge in Peoplesoft.

B & N collects the following adoption (book order) information from faculty: College, Dept, Course # Section #, Faculty, Title, Author, ISBN and estimated enrollment.

Deadline for Faculty to Adopt:  
Fall Semester - May 1<sup>st</sup>  
Spring Semester - September 15<sup>th</sup>  
All Summer Semesters – February 1<sup>st</sup>

Cengage provides to B & N wholesale cost for the Plus enrolled courses and sets unique ISBN's (one per lab that indicate it's part of the program and delivered in blackboard. ISBN will not trigger a physical order).

KCTCS Collects Course Charge

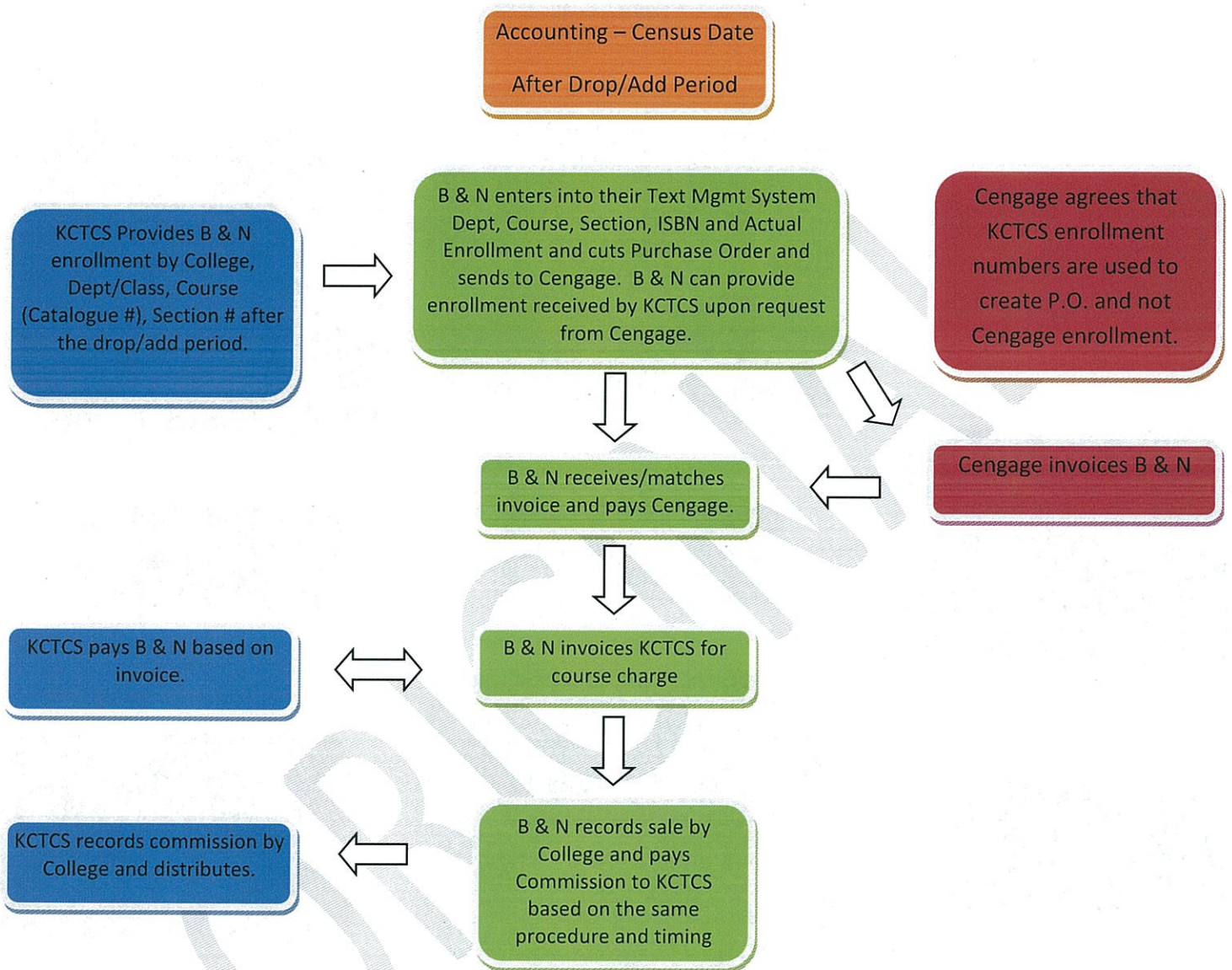
B & N provides KCTCS with a complete list of College, Dept (Subject), Course # (Catalogue #), Section #, and Faculty using MyLabsPlus.

Deadline for KCTCS to Receive:  
Fall Semester – May 15<sup>th</sup>  
Spring Semester – September 25<sup>th</sup>  
All Summer Semesters – February 15<sup>th</sup>

Cengage work with individual faculty to set up the Cengage Building Block to allow first day access.



## Roles & Responsibilities - Cengage Open Program



BNC Store#	Store Name	Term	Dept	Course	Section	Prof	Estimated class size	Date Order Received	Author	Title	Publisher	Class Number	Faculty Name	Faculty Email	Faculty Phone #	KCTCS confirms course charge assigned Y / N	Cengage Learning Billable ISBN (955) 100% 158.75 Retail	Cengage Learning Billable ISBN (927.50) 100% \$14.38
70	West Kentucky CTC	Spring '14	ENG	101	B522	Kelly K. Paul	25	2-Oct	Wyrick	Steps to Writing Well	Cengage Learning	76293	Kelly K. Paul	KPAUL0012@kctcs.edu	(270) 534-3211	Y		
70	West Kentucky CTC	Spring '14	ENG	101	B512	Robert W. Morse	25	2-Oct	Wyrick	Steps to Writing Well	Cengage Learning	76582	Robert W. Morse	RMORSE0002@kctcs.edu	(270) 534-3211	Y		
57	Elizabethtown CTC	Spring '14	RDG	41	2501	Beverly Dile	25	2-Oct	Fawcett	Grassroots w/Readings	Cengage Learning	80202	Beverly Dile	beverly.dile@kctcs.edu	(270) 706-8557	Y		
57	Elizabethtown CTC	Spring '14	RDG	41	2521	Beverly Dile	25	2-Oct	Fawcett	Grassroots w/Readings	Cengage Learning	80200	Beverly Dile	beverly.dile@kctcs.edu	(270) 706-8557	Y		
57	Elizabethtown CTC	Spring '14	RDG	41	2522	Beverly Dile	25	2-Oct	Fawcett	Grassroots w/Readings	Cengage Learning	80201	Beverly Dile	beverly.dile@kctcs.edu	(270) 706-8557	Y		
61	Bluegrass CTC	Spring '14	RDG	20	1501	Tanya White	20	2-Oct	Flemming	Reading for Results	Cengage Learning	74628	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	20	1601	Tanya White	20	2-Oct	Flemming	Reading for Results	Cengage Learning	74629	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	20	1002	Tanya White	20	2-Oct	Flemming	Reading for Results	Cengage Learning	74633	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61/401	Bluegrass CTC	Spring '14	RDG	20	1101	Tanya White	20	2-Oct	Flemming	Reading for Results	Cengage Learning	74634	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61/401	Bluegrass CTC	Spring '14	RDG	20	1102	Tanya White	20	2-Oct	Flemming	Reading for Results	Cengage Learning	74635	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	20	1281	Tanya White	20	2-Oct	Flemming	Reading for Results	Cengage Learning	74637	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1501	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74638	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1502	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74639	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1601	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74640	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1702	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74641	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1001	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74643	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
401	Bluegrass CTC	Spring '14	RDG	30	1003	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74646	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
401	Bluegrass CTC	Spring '14	RDG	30	1005	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74648	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
401	Bluegrass CTC	Spring '14	RDG	30	1001	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74650	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61/401	Bluegrass CTC	Spring '14	RDG	30	1101	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74651	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61/401	Bluegrass CTC	Spring '14	RDG	30	1102	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74652	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61/401	Bluegrass CTC	Spring '14	RDG	30	11E1	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74653	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61/401	Bluegrass CTC	Spring '14	RDG	30	11W1	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74655	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1281	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74656	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1282	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74657	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		
61	Bluegrass CTC	Spring '14	RDG	30	1282	Tanya White	20	2-Oct	Flemming	Reading for Thinking	Cengage Learning	74658	Tanya White	Tanya.white@kctcs.edu	(859) 246-6610	Y		





**AMENDMENT NO. 2  
TO  
OCTOBER 21, 2008  
CONTENT LICENSE AGREEMENT**

This Amendment made, as of May 26, 2015 (the "Effective Date"), by and between Cengage Learning, Inc., with an address of 5 Maxwell Drive, Clifton Park, NY 12065, as licensor ("CL"), and Kentucky Community & Technical College, with an address of 300 North Main Street, Versailles, KY 40383, as licensee, ("Licensee"), amends the Content License Agreement entered into by and between CL and Licensee as of October 21, 2008 (the "Agreement").

**WHEREAS**, CL and Licensee entered into the Agreement as of October 21, 2008, pursuant to which CL licensed certain Content, as defined in the Agreement, to Licensee;

**WHEREAS**, CL and Licensee amended the Agreement as of July 1, 2011 to extend the termination date to December 31, 2013; and

**WHEREAS**, CL and Licensee desire to further amend the Agreement as hereinafter provided,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:


1. The parties hereto hereby acknowledge that the Agreement expired by its terms as of December 31, 2013, but that the parties have acted since December 31, 2013 through the Effective Date of this Amendment as if the Agreement were still in full force and effect during such time, and hereby ratify their actions from December 31, 2013 through the Effective Date regarding the Agreement and the transactions contemplated thereby as if the Agreement were in effect during such period according to its terms, and waive any claims based on the fact the Agreement expired according to its terms on December 31, 2013.
2. Effective as of the Effective Date of this Amendment, the term of the Agreement is hereby extended through December 31, 2018.
3. Effective as of the Effective Date of this Amendment, it is understood and agreed that, in addition to Courses listed on Appendix I attached to and forming part of the Agreement and the Courses listed on Appendix II attached to and forming part of the Agreement, the Agreement shall apply to all additional Content and Courses agreed upon by CL and Licensee. Fees for additional Content and Courses shall also be agreed upon by CL and Licensee when additional Content and Courses are agreed upon by CL and Licensee.

4. Except as provided herein, the Agreement, as amended to date, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

CENGAGE LEARNING, INC.

KENTUCKY COMMUNITY & TECHNICAL  
COLLEGE

By: 

By: 

Printed Name: Robert Spivey

Printed Name: Rhonda Tracy

Title: DIRECTOR OF Financial Services Management Title: Chancellor 7/22/15