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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OR

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(e) robert.avery@cengage.com

Barnes & Noble College Representative to contact regarding this proposal:

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Vice President of Stores  
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(e) afraley@bncollege.com

CENGAGE Learning®
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 (e-mailed 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 Fowell
System Director of Business Services

Date: 10/4/13
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
Roles & Responsibilities - Cengage Open Program

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

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

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 programs the Course Charge based on Retail Price and Courses identified by B & N
- Deadline for loading Course Charge:
  - Fall Semester – June 1st
  - Spring Semester – October 1st
  - All Summer Semesters – March 1st

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 1st
  - Spring Semester – September 15th
  - All Summer Semesters – February 1st

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 15th
  - Spring Semester – September 25th
  - All Summer Semesters – February 15th

Cengage work with individual faculty to set up the Cengage Building Block to allow first day access.
Roles & Responsibilities - Cengage Open Program

Accounting – Census Date
After Drop/Add Period

B & N enters into their Text Mgmt System Dept, Course, Section, ISBN and Actual Enrollment and cuts Purchase Order and sends to Cengage. B & N can provide enrollment received by KCTCS upon request from Cengage.

Cengage agrees that KCTCS enrollment numbers are used to create P.O. and not Cengage enrollment.

B & N receives/matches invoice and pays Cengage.

Cengage invoices B & N

B & N Invoices KCTCS for course charge

KCTCS pays B & N based on invoice.

KCTCS records commission by College and distributes.

B & N records sale by College and pays Commission to KCTCS based on the same procedure and timing.
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<th>Store Name</th>
<th>Term</th>
<th>Dept</th>
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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.

Am. 2 to CLKCTC agmt.052615.362315
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.

By: ____________________________
Printed Name: __________________
Title: ___________________________

KENTUCKY COMMUNITY & TECHNICAL COLLEGE

By: ____________________________
Printed Name: __________________
Title: ___________________________

7/22/15