

June 15, 2018

Board of Trustees  
Garden City Community College  
801 Campus Drive  
Garden City, KS 67846

Dear Trustees:

The Board of Trustees will meet in a special session on **Tuesday, June 19, 2018** at 6:30 p.m. The meeting will be held in the **Endowment Room of the Beth Tedrow Student Center**, Garden City Community College Campus.

6:30 Call to order

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## AGENDA

I. Call to Order:

### AGENDA ACTION ITEMS

II. Insurance

- A. Property.....pg. 2
- B. Worker's Compensation.....pg. 4
- C. Athletic.....pg. 6

III. E-Textbooks

- A. Contract.....pg. 35
- B. Student Charge.....pg. 43

IV. Adjournment

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Dr. Herbert J. Swender, Sr.  
President

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Steve Martinez  
Chairman

**Mission:** *Garden City Community College exists to produce positive contributors to the economic and social well-being of society.*

**Five Ends:** *Essential Skills, Work Preparedness, Academic Advancement, Personal Enrichment, Workforce Development.*

**Purposes for Executive Sessions**

- a. Personnel matters of non-elected personnel*
- b. Consultation with the body's attorney*
- c. Employer-employee negotiation*
- d. Confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorship*
- e. Matters affecting a student, patient, or resident of public institutions*
- f. Preliminary discussions relating to acquisition of real property*
- g. Security, if open discussion would jeopardize security*

**Agenda No:** II-2

**Date:** June 19, 2018

**Topic:** Property Insurance

**Presenter:** Dr. Herbert J. Swender

**Background Information:**

IMA, Inc. has provided property and liability insurance for GCCC since July 1, 2014. Following this page is the property and liability insurance history. The premiums listed are renewal premiums. It is Administrations recommendation that we continue with IMA, Inc. as they have provided excellent service and response. They are part of the Kansas College and Universities Consortia Agreement.

The premium for property and liability insurance renewal for FY18 was \$114,574.20, but the original bid was \$118,252. The renewal rate for FY19 is a not to exceed rate of \$124,320 which is less than a 8.2% increase in premium. The actual premium will be calculated upon the renewal of the “pool” of schools, which our carrier indicated the rate should decrease. In any event, the renewal premium will not exceed the amount quoted.

The premium increase includes a \$5,290,344 or 5.7% increase to property values that includes the addition of new property and equipment acquired this past year. The deductible for the property insurance is \$25,000 per occurrence.

**Budget Information:**

General Fund  
FY19 Budget \$124,320

**Recommended Board Action:**

Accept the proposal for property and casualty insurance coverage from IMA, Inc. for \$124,320.

**Board Action Taken:**                    \_\_\_\_\_ **Approved**                    \_\_\_\_\_ **Disapproved**  
   \_\_\_\_\_ **Ayes**                    \_\_\_\_\_ **Nays**                    \_\_\_\_\_ **No Action**

**Board Member Notes:**

**IMA bid out the insurance coverage for the Colleges and Universities in the consortia.**

**Below are the results of their bid.**

**Philadelphia** – Will be much higher than \$25,000 wind/hail deductible. No strong interest in dorm/residential exposures.

**Hanover** – No property in Kansas for schools.

**Alliant** – Wants a program that is performing less than 50% loss ratio over 5 years.

**Liberty Mutual** – Not interested in Kansas property for schools.

**Travelers & Hartford** – both will only look at with a minimum of \$100,000 wind/hail deductible and could be higher. Just received one quote from them on one of our Universities and Hartford wanted \$500,000 wind/hail deductible and Travelers wanted 2% of values, which is much higher than \$500,000.

**Glatfelter** - \$75,000 wind/hail deductible.

**Agenda No: II-B**

**Date: June 19, 2018**

**Topic:** Worker's Compensation Insurance

**Presenter:** Dr. Herbert J. Swender

**Background Information:**

The Worker's Compensation current agent, KASB, notified us late May of a \$2,612 premium increase in our renewal rate for FY18. This represents a 5% increase in premium.

Three vendors submitted proposals; Keller Leopold Agency, KASB and IMA. Keller Leopold Agency came in at the low bid of \$52,659. Bid tabulation follows this page. Also, included is the Worker's Compensation insurance history.

It is the recommendation of administration to identify KellerLeopold as the Worker's Compensation Insurance provider for FY19.

**Budget Information:**

FY18 General Fund  
\$52,659

**Recommended Board Action:**

Approve the renewal proposal received from KellerLeopold for \$52,659.

**Board Action Taken:**       **Approved**       **Disapproved**  
 **Ayes**       **Nays**       **No Action**

**Board Member Notes:**

Garden City Community College  
801 Campus Drive  
Garden City, Kansas 67846

Workman's Compensation  
Bid Tabulation Form

June 19, 2018

COMPANY & VENDOR	
First Dakota Indemnity KellerLeopold	\$52,659
KASB	\$56,914
IMA	\$66,077

**Agenda No:**                    **II-C**                                    **Date:**                    **June 19, 2018**

**Topic:**                            Athletic Insurance

**Presenter:**                    Dr. Herbert J. Swender

**Background Information:**

Currently, the college has two levels of athletic insurance. The first level is a \$1,000 deductible with maximum medical coverage up to \$25,000. The second level is a catastrophic policy which begins once a claim has reached \$25,000 and has no medical maximum coverage limit.

The current agent, Dissinger Reed, notified us late May that the premium would be the same for FY19.

An RFP was sent out and we only received one proposal from Dissinger Reed. We did receive feedback from another insurance carrier that received a RFP that they could not compete with the rate we received from Dissinger Reed. The best proposal was from Dissinger Reed for a premium of \$171,576 (basic coverage) and \$35,159 (catastrophic coverage). Bid tabulation follows this page. Also, included is athletic insurance history.

In the past, the college had athletic insurance coverage through Dissinger Reed and was pleased with their customer service and claims administration. Administration recommends accepting the proposal from Dissinger Reed.

**Budget Information:**

FY19 General Fund  
\$171,576 Basic coverage  
\$ 35,159 Catastrophic coverage

**Recommended Board Action:**

Approve the proposal received from Dissinger Reed for \$206,735.

**Board Action Taken:**             **Approved**             **Disapproved**  
 **Ayes**             **Nays**             **No Action**

**Board Member Notes:**



# Garden City Community College

2018-19

## Athletic Insurance Request for Proposal

d:r



Before we get started, here is an overview of the tab system we've created to help guide you through our proposal.

You will notice tabs in the upper right hand corner of each page. Yep, just like this!

We have designed this to help you navigate through the proposal and remind you of which product or service we are detailing on that given page. Should you find yourself wondering what in the world are these guys talking about, you can reference the tab to aid in your understanding the big picture since there are so many moving parts

In case our tabs are too abbreviated for you, feel free to use the more in depth descriptions here:

**INFO**

General information about the proposal, renewal or RFP

**SECONDARY**

Section contains information strictly about our secondary insurance quotes and plan design

**CATASTROPHIC**

Section contains quotes on Catastrophic insurance related offerings

**PRIMARY**

Contains information related to individual primary insurance plans that we offer our clients and student athletes

**BROKER / TPA**

Information about Dissinger Reed and the world class service that we provide our clients

**VALUE ADDED**

These programs are non-insurance products exclusive to Dissinger Reed that can help your department





## Chuck Howze, Athletic Insurance Consultant

- Chuck works with Christian within the collegiate division of Dissinger Reed
- Bachelor of Science in Business Administration from The University of Florida
- Masters in Business Administration from Wichita State University
- Over 6 years of experience working in the broker/consultant industry, focusing on employee benefits
- Proficiency at all levels of the consultation process; particular strengths include communication, building rapport with clients and ensuring their needs are met.
- Licensed Life/Health/Accident and Property & Casualty Consultant



## Christian Reed, Owner/CEO

- Bachelor of Arts & Science in Sports Broadcasting from Arizona State University
- Christian has consulted and directed numerous Division I programs on how to best utilize athletic insurance
- Personally works with all insurance coordinators and head athletic trainers to ensure the program is running well
- Over 14 years working as a broker/consultant
- Licensed Life/Health/Accident and Property & Casualty Consultant
- Eight years as a sales manager for a large radio conglomerate in San Francisco, CA.



## Sarah Doherty, Primary Insurance Specialist

- Bachelor of Science from Pittsburg State University
- Sarah works within the collegiate division to provide clients with primary insurance options for their SA's
- 6 years specializing in Primary/Individual Insurance Products
- 11 years working within insurance industry
- Licensed Life/Health/Accident and Property & Casualty Consultant
- Client relationship building, process management, service and product knowledge



## Janel Campbell, Administrative Sales Coordinator

- Bachelor of Arts, Communications from the Park University
- Masters of Applied Science, Sports and Fitness Management from Missouri Western State University
- Janel works with Chris and Chuck within the collegiate division of Dissinger Reed
- Over 3 years sales and customer service experience
- Licensed Life/Health and Accident
- Exceptional PC skills and customer driven results



**Hutchinson Community College**

Hutchinson, KS

Josh Gooch, Athletic Director

[goochj@hutchcc.edu](mailto:goochj@hutchcc.edu)

620-665-3586



**Dodge City Community College**

Dodge City, KS

Brian Harvey, Athletic Trainer

[mharvey@dc3.edu](mailto:mharvey@dc3.edu)

620-227-9255



**Fort Scott Community College**

Fort Scott, KS

Tom Havron, Athletic Director

[tomha@fortscott.edu](mailto:tomha@fortscott.edu)

620-212-9921



**Independence Community College**

Independence, KS

Tammie Geldenhuys, Athletic Director

[tgeldenhuys@indycc.edu](mailto:tgeldenhuys@indycc.edu)

620-332-5480



**Barton Community College**

Great Bend, KS

Mark Dean, Dean of Administration

[deanm@bartonccc.edu](mailto:deanm@bartonccc.edu)

620-792-9235



**Cloud County Community College**

Concordia, KS

Matt Bechard, Athletic Director

[mbechard@cloud.edu](mailto:mbechard@cloud.edu)

785-243-1435



**Colby Community College**

Colby, KS

Ryan Sturdy, Athletic Director

[ryan.sturdy@colbycc.edu](mailto:ryan.sturdy@colbycc.edu)

785-460-5548



We work with over 180 institutions, you are welcome to check out a complete list at

[www.dissingerreed.com/college-and-university-client-list](http://www.dissingerreed.com/college-and-university-client-list)

## We think we're pretty great! And as it turns out, our clients do too!



The personnel of this company are very dedicated and go beyond the call of duty on behalf of their clients. **They have responded to every request with outstanding collaboration and impressive timeliness.** They have an extraordinary commitment to customer service and customer satisfaction for their clientele. During my 10 years as insurance coordinator **we have saved over \$2.8 million!**

*Mary Ellen O'Malley, Sports Medicine, University of Colorado*



It is with great pleasure for us to recommend Dissinger Reed to anyone who might be seeking a change in insurance services. Over the years, we have worked with a few other insurance companies and **Dissinger Reed has far outperformed the competition.** **They have saved Texas Tech University thousands of dollars** and helped strengthen our relationship with local medical providers. Their customer service and attention to detail is unmatched.

*Jill Gossett, Sports Medicine, Texas Tech University*



During the past twelve years, Dissinger Reed has helped reshape the way UTEP manages its athletic insurance. Dissinger Reed's involvement with A-G Administrators(claims payer) is directly **responsible for helping save UTEP over One Million dollars** in claims costs, of which, 90% was done on a direct basis with little repricing fees. Our relationship with local providers has improved drastically and communication with both parents and student athletes is outstanding. Dissinger Reed's focus on customer service and claims management is second to none.

*Jody Chapman, Sports Medicine, University of Texas at El Paso*



Lubbock Christian University has been working with Dissinger Reed for over 12 years. Throughout this time, the customer service and attention to detail is far superior to anything we have experienced in the past. Through Dissinger Reed and their relationships, LCU now has direct discounts with our local providers in Lubbock which has greatly improved savings and our LCU provider relations. **We have been extremely satisfied with the partnership and I highly recommend Dissinger Reed to any of our fellow NAIA member institutions.**

*Paul Hise, Athletic Director, Lubbock Christian University*



I am certain that by no means are we your largest account - but we very definitely appreciate the fact that **you treat us like we are.**

*Steve Moniaci, Director of Athletics, Houston Baptist University*

Summary of Benefits	
Deductible	\$0 per specific injury
Plan Maximum	\$25,000 medical benefit per injury
Policy classification	Excess/secondary to all other valid and collectible insurance
Coinsurance	100% of Usual, Reasonable and Customary after the deductible
Initial Treatment/Expense	Medical treatment must be received within 180 days of injury
Benefit Period	104 weeks (2 years) from the original date of injury
Accidental Death and Dismemberment (AD&D)	\$10,000 per specific injury, \$500,000 aggregate maximum
Accidental Dental	Coverage up to plan maximum for injury to sound/natural tooth
Outpatient Physical Therapy	Coverage included up to plan maximum
Durable Medical Equipment	Covered if medically necessary & prescribed by physician
Expanded Medical (Overuse)	Included
Re-aggravation/Reinjury of Pre-Existing Condition	Included
Heart & Circulatory caused by overexertion	Included
HMO/PPO denial coverage	Included
Off-season conditioning	Included if school sponsored and supervised activity
Guest Recruit Coverage (including PSA tryouts)	Included (As of 06/15/2018)
Who is covered?	
Men's:	Baseball, Basketball, Cheerleaders, Cross Country, Football (fall), Golf, Rodeo,
Women's:	Basketball, Cheerleaders, Cross Country, Dance, Rodeo, Soccer, Softball, Volleyball,
When are they covered?	
A covered person is insured while participating in sponsored and supervised activities of the Policyholder such as games, practice, conditioning, and travel to and from such events	
Premium Quotation	
Insurance Carrier	STARR Indemnity & Liability Co.
Claims Payor	Bob McCloskey Insurance (BMI)
Program Coordinator/Broker	Dissinger Reed
Annual Premium for 2017-18	\$171,576

Policy Year	Premium	CLAIMS PAID AS OF:			
		2015	2016	2017	2018
2012-13	\$104,905	\$38,232	\$38,232	\$38,232	\$38,232
2013-14	\$83,780	\$71,434	\$78,636	\$78,636	\$78,636
2014-15	\$83,780	\$15,244	\$111,299	\$111,264	\$111,264
2015-16	\$99,930		\$165,391	\$202,043	\$202,043
2016-17	\$157,096			\$76,869	\$127,980
2017-18	\$171,576				\$24,348

### KEY CALCULATIONS

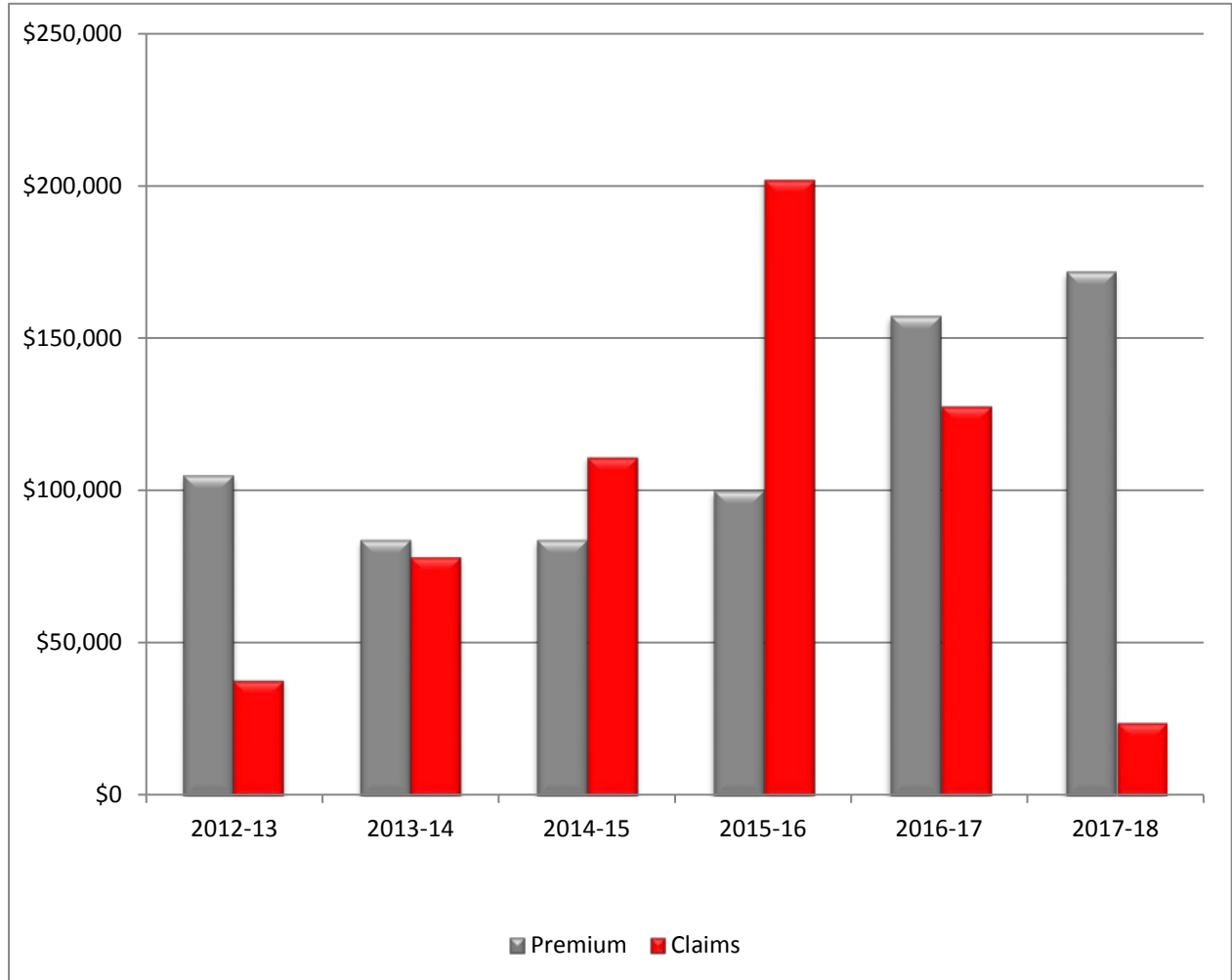
Total Premium (2012-2016)	\$529,491
Total Claims (2012-2016)	\$558,155
Premium to Claims Loss Ratio (mature years)	105%
Average increase in claims after 1st year of policy	\$60,130
Average annual claims total (without trend and inflation)	\$129,981
Average annual claims total (adjusted for trend and inflation)	\$160,087

Claims Totals	Completion Factor	Projected Completion	Trend Factor	Completion & Trend	Weight	Completed, Trended & Weighted Totals
\$78,636	1.00	\$78,636	1.3382256	\$105,233	15%	\$15,785
\$111,264	1.00	\$111,264	1.262477	\$140,468	25%	\$35,117
\$202,043	1.00	\$202,043	1.191016	\$240,636	25%	\$60,159
\$127,980	1.05	\$134,228	1.1236	\$150,818	25%	\$37,705
\$24,348	4.39	\$106,802	1.06	\$113,210	10%	\$11,321
		\$126,595		\$150,073	0%	\$160,087

### PROGRAM NOTES

2014-2016 are having a big impact on the program to date. Higher claims generally lead to higher premiums. The biggest way to combat the rise in claims is the utilization of primary plans and also discounting with providers.

Above, I have broken down what underwriters take into account when determining premium. Two big components of this process are completion factor (2 year benefit period) and trend (medical inflation). When including those factors, we calculated the claims total average (claims basis) used to determine premium. The total we have determined is \$160,087. When this number is achieved, it will be underwritten to 65% by most carriers, which would equate to \$246,288. Given these factors, we feel the "as is" renewal is a great option. In addition, that program will include guest recruit coverage





Insurance Carrier	Starr Indemnity & Liability Company
A.M. Best Rating	A (Excellent) Financial Size: XIV
Location	New York, NY
Claims processor/Third Party Administrator Company	Bob McCloskey Insurance (BMI)
# of years in the athletic claims business	41 years
Located	Matawan, New Jersey
<b>Details about this TPA and the claims submission process</b>	
Address to mail claim submission	PO Box 511, Matawan, NJ 07747
Fax Number to submit a claim	(732) 583-9610
Email address for claim submission	
Online claims submission available?	Yes- <a href="https://webportal.bobmcloskey.com/">https://webportal.bobmcloskey.com/</a>
Online claim status lookup?	Yes
Claim submission deadline/information	90 days from the date of accident or within a reasonable amount of time. Complete claims submission includes: Claim form, itemized medical bill, HCFA 1500, UB92/UB04
Third Party Administrators website	<a href="http://www.bobmcloskey.com">www.bobmcloskey.com</a>
Customer Service Toll-Free Phone Number	(800) 445-3126
Customer Service/Claims question hours	8am-5pm EST
Dedicated claims representative assigned?	Yes
Compliant with federal HIPAA laws?	Yes
Turn-around time for processing a clean claim	15 day average
<b>History and background information</b>	
<p>Bob McCloskey Insurance has over 25 years of experience adjudicating and paying special risk accident claims for colleges and universities. The majority of BMI's staff has an average of 15 years of experience with major carriers in the insurance industry, resulting in a greater knowledge of the carrier claims process. BMI Benefit's timely claims turnaround time is 10-15 business days, once all information is received. The background and experience of BMI Benefit's claims department has also enabled them to become a leader in the application of Self Insured Retention Plans to Intercollegiate Sports Programs.</p>	

Summary of Benefits	
Deductible	\$0 per specific injury
Plan Maximum	\$25,000 medical benefit per injury
Policy classification	Excess/secondary to all other valid and collectible insurance
Coinsurance	100% of Usual, Reasonable and Customary after the deductible
Initial Treatment/Expense	Medical treatment must be received within 180 days of injury
Benefit Period	104 weeks (2 years) from the original date of injury
Accidental Death and Dismemberment (AD&D)	\$10,000 per specific injury, \$500,000 aggregate maximum
Outpatient Physical Therapy	Coverage included up to plan maximum
Durable Medical Equipment	Covered if medically necessary & prescribed by physician
Expanded Medical (Overuse)	Included
Re-aggravation/Reinjury of Pre-Existing Condition	Included
Heart & Circulatory caused by overexertion	Included
HMO/PPO denial coverage	Included
Off-season conditioning	Included if school sponsored and supervised activity
Guest Recruit Coverage (including PSA tryouts)	Included
Proposed Effective Date of Coverage	August 1, 2018
Who is covered?	
Men's: Baseball, Basketball, Cheerleaders, Cross Country, Football (fall), Golf, Rodeo,	
Women's: Basketball, Cheerleaders, Cross Country, Dance, Rodeo, Soccer, Softball, Volleyball,	
When are they covered?	
A covered person is insured while participating in sponsored and supervised activities of the Policyholder such as games, practice, conditioning, and travel to and from such events	
Premium Quotation	
Insurance Carrier	STARR Indemnity & Liability Co.
Claims Payor	Bob McCloskey Insurance (BMI)
Program Coordinator/Broker	Dissinger Reed
<b>Annual Premium</b>	<b>\$171,576</b>
Notice of Acceptance	
By completing this Notice of Acceptance section with an authorized signature, you are confirming your intention to accept the above proposed insurance policy terms and conditions. Binding of coverage not finalized until received by the carrier.	
_____	_____
Name	Title
_____	_____
Signature	Date



Insurance Carrier	Catlin Insurance Company Incorporated
A.M. Best Rating	A (Excellent) Financial Size: XV
Location	Atlanta, GA
Claims processor/Third Party Administrator Company	Bob McCloskey Insurance (BMI)
# of years in the athletic claims business	41 years
Located	Matawan, New Jersey
<b>Details about this TPA and the claims submission process</b>	
Address to mail claim submission	PO Box 511, Matawan, NJ 07747
Fax Number to submit a claim	(732) 583-9610
Email address for claim submission	
Online claims submission available?	Yes- <a href="https://webportal.bobmccloskey.com/">https://webportal.bobmccloskey.com/</a>
Online claim status lookup?	Yes
Claim submission deadline/information	90 days from the date of accident or within a reasonable amount of time. Complete claims submission includes: Claim form, itemized medical bill, HCFA 1500, UB92/UB04
Third Party Administrators website	<a href="http://www.bobmccloskey.com">www.bobmccloskey.com</a>
Customer Service Toll-Free Phone Number	(800) 445-3126
Customer Service/Claims question hours	8am-5pm EST
Dedicated claims representative assigned?	Yes
Compliant with federal HIPAA laws?	Yes
Turn-around time for processing a clean claim	15 day average
<b>History and background information</b>	
<p>Bob McCloskey Insurance has over 25 years of experience adjudicating and paying special risk accident claims for colleges and universities. The majority of BMI's staff has an average of 15 years of experience with major carriers in the insurance industry, resulting in a greater knowledge of the carrier claims process. BMI Benefit's timely claims turnaround time is 10-15 business days, once all information is received. The background and experience of BMI Benefit's claims department has also enabled them to become a leader in the application of Self Insured Retention Plans to Intercollegiate Sports Programs.</p>	

Summary of Benefits	
Deductible	\$0 per specific injury
Plan Maximum	\$25,000 medical benefit per injury
Policy classification	Excess/secondary to all other valid and collectible insurance
Coinsurance	100% of Usual, Reasonable and Customary after the deductible
Initial Treatment/Expense	Medical treatment must be received within 180 days of injury
Benefit Period	104 weeks (2 years) from the original date of injury
Accidental Death and Dismemberment (AD&D)	\$10,000 per specific injury, \$500,000 aggregate maximum
Outpatient Physical Therapy	Coverage included up to plan maximum
Durable Medical Equipment	Covered if medically necessary & prescribed by physician
Expanded Medical (Overuse)	Included
Re-aggravation/Reinjury of Pre-Existing Condition	Included
Heart & Circulatory caused by overexertion	Included
HMO/PPO denial coverage	Included
Off-season conditioning	Included if school sponsored and supervised activity
Guest Recruit Coverage (including PSA tryouts)	Included
Proposed Effective Date of Coverage	August 1, 2018
Who is covered?	
Men's: Baseball, Basketball, Cheerleaders, Cross Country, Football (fall), Golf, Rodeo,	
Women's: Basketball, Cheerleaders, Cross Country, Dance, Rodeo, Soccer, Softball, Volleyball,	
When are they covered?	
A covered person is insured while participating in sponsored and supervised activities of the Policyholder such as games, practice, conditioning, and travel to and from such events	
Premium Quotation	
Insurance Carrier	Catlin Insurance Company
Claims Payor	Bob McCloskey Insurance (BMI)
Program Coordinator/Broker	Dissinger Reed
<b>Annual Premium</b>	<b>\$215,550</b>
Notice of Acceptance	
By completing this Notice of Acceptance section with an authorized signature, you are confirming your intention to accept the above proposed insurance policy terms and conditions. Binding of coverage not finalized until received by the carrier.	
_____	_____
Name	Title
_____	_____
Signature	Date

Insurance Carrier	QBE Specialty Insurance Company
A.M. Best Rating	A (Excellent) Financial Size: XIV
Location	New York, NY
Claims processor/Third Party Administrator Company	Bob McCloskey Insurance (BMI)
# of years in the athletic claims business	41 years
Located	Matawan, New Jersey
<b>Details about this TPA and the claims submission process</b>	
Address to mail claim submission	PO Box 511, Matawan, NJ 07747
Fax Number to submit a claim	(732) 583-9610
Email address for claim submission	
Online claims submission available?	Yes- <a href="https://webportal.bobmcloskey.com/">https://webportal.bobmcloskey.com/</a>
Online claim status lookup?	Yes
Claim submission deadline/information	90 days from the date of accident or within a reasonable amount of time. Complete claims submission includes: Claim form, itemized medical bill, HCFA 1500, UB92/UB04
Third Party Administrators website	<a href="http://www.bobmcloskey.com">www.bobmcloskey.com</a>
Customer Service Toll-Free Phone Number	(800) 445-3126
Customer Service/Claims question hours	8am-5pm EST
Dedicated claims representative assigned?	Yes
Compliant with federal HIPAA laws?	Yes
Turn-around time for processing a clean claim	15 day average
<b>History and background information</b>	
<p>Bob McCloskey Insurance has over 25 years of experience adjudicating and paying special risk accident claims for colleges and universities. The majority of BMI's staff has an average of 15 years of experience with major carriers in the insurance industry, resulting in a greater knowledge of the carrier claims process. BMI Benefit's timely claims turnaround time is 10-15 business days, once all information is received. The background and experience of BMI Benefit's claims department has also enabled them to become a leader in the application of Self Insured Retention Plans to Intercollegiate Sports Programs.</p>	

Summary of Benefits	
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Plan Maximum	\$25,000 medical benefit per injury
Policy classification	Excess/secondary to all other valid and collectible insurance
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Accidental Death and Dismemberment (AD&D)	\$10,000 per specific injury, \$500,000 aggregate maximum
Outpatient Physical Therapy	Coverage included up to plan maximum
Durable Medical Equipment	Covered if medically necessary & prescribed by physician
Expanded Medical (Overuse)	Included
Re-aggravation/Reinjury of Pre-Existing Condition	Included
Heart & Circulatory caused by overexertion	Included
HMO/PPO denial coverage	Included
Off-season conditioning	Included if school sponsored and supervised activity
Guest Recruit Coverage (including PSA tryouts)	Included
Proposed Effective Date of Coverage	August 1, 2018
Who is covered?	
Men's: Baseball, Basketball, Cheerleaders, Cross Country, Football (fall), Golf, Rodeo,	
Women's: Basketball, Cheerleaders, Cross Country, Dance, Rodeo, Soccer, Softball, Volleyball,	
When are they covered?	
A covered person is insured while participating in sponsored and supervised activities of the Policyholder such as games, practice, conditioning, and travel to and from such events	
Premium Quotation	
Insurance Carrier	QBE Specialty Insurance Company
Claims Payor	Bob McCloskey Insurance (BMI)
Program Coordinator/Broker	Dissinger Reed
<b>Annual Premium</b>	<b>\$223,986</b>
Notice of Acceptance	
By completing this Notice of Acceptance section with an authorized signature, you are confirming your intention to accept the above proposed insurance policy terms and conditions. Binding of coverage not finalized until received by the carrier.	
_____	_____
Name	Title
_____	_____
Signature	Date

Insurance Carrier	Berkley Life and Health Insurance Company
A.M. Best Rating	A+ (Superior) Financial Size: VII
Location	Hamilton, NJ
Claims processor/Third Party Administrator Company	Bob McCloskey Insurance (BMI)
# of years in the athletic claims business	41 years
Located	Matawan, New Jersey
<b>Details about this TPA and the claims submission process</b>	
Address to mail claim submission	PO Box 511, Matawan, NJ 07747
Fax Number to submit a claim	(732) 583-9610
Email address for claim submission	
Online claims submission available?	Yes- <a href="https://webportal.bobmccloskey.com/">https://webportal.bobmccloskey.com/</a>
Online claim status lookup?	Yes
Claim submission deadline/information	90 days from the date of accident or within a reasonable amount of time. Complete claims submission includes: Claim form, itemized medical bill, HCFA 1500, UB92/UB04
Third Party Administrators website	<a href="http://www.bobmccloskey.com">www.bobmccloskey.com</a>
Customer Service Toll-Free Phone Number	(800) 445-3126
Customer Service/Claims question hours	8am-5pm EST
Dedicated claims representative assigned?	Yes
Compliant with federal HIPAA laws?	Yes
Turn-around time for processing a clean claim	15 day average
<b>History and background information</b>	
<p>Bob McCloskey Insurance has over 25 years of experience adjudicating and paying special risk accident claims for colleges and universities. The majority of BMI's staff has an average of 15 years of experience with major carriers in the insurance industry, resulting in a greater knowledge of the carrier claims process. BMI Benefit's timely claims turnaround time is 10-15 business days, once all information is received. The background and experience of BMI Benefit's claims department has also enabled them to become a leader in the application of Self Insured Retention Plans to Intercollegiate Sports Programs.</p>	

Summary of Benefits	
Deductible	\$0 per specific injury
Plan Maximum	\$25,000 medical benefit per injury
Policy classification	Excess/secondary to all other valid and collectible insurance
Coinsurance	100% of Usual, Reasonable and Customary after the deductible
Initial Treatment/Expense	Medical treatment must be received within 180 days of injury
Benefit Period	104 weeks (2 years) from the original date of injury
Accidental Death and Dismemberment (AD&D)	\$10,000 per specific injury, \$500,000 aggregate maximum
Outpatient Physical Therapy	Coverage included up to plan maximum
Durable Medical Equipment	Covered if medically necessary & prescribed by physician
Expanded Medical (Overuse)	Included
Re-aggravation/Reinjury of Pre-Existing Condition	Included
Heart & Circulatory caused by overexertion	Included
HMO/PPO denial coverage	Included
Off-season conditioning	Included if school sponsored and supervised activity
Guest Recruit Coverage (including PSA tryouts)	Included
Proposed Effective Date of Coverage	August 1, 2018
Who is covered?	
Men's: Baseball, Basketball, Cheerleaders, Cross Country, Football (fall), Golf, Rodeo,	
Women's: Basketball, Cheerleaders, Cross Country, Dance, Rodeo, Soccer, Softball, Volleyball,	
When are they covered?	
A covered person is insured while participating in sponsored and supervised activities of the Policyholder such as games, practice, conditioning, and travel to and from such events	
Premium Quotation	
Insurance Carrier	Berkley Life and Health Insurance Company
Claims Payor	Bob McCloskey Insurance (BMI)
Program Coordinator/Broker	Dissinger Reed
<b>Annual Premium</b>	<b>\$230,023</b>
Notice of Acceptance	
By completing this Notice of Acceptance section with an authorized signature, you are confirming your intention to accept the above proposed insurance policy terms and conditions. Binding of coverage not finalized until received by the carrier.	
_____	_____
Name	Title
_____	_____
Signature	Date



DEMO LOGIN: <https://webportal.bobmcloskey.com>

**Secure Login**

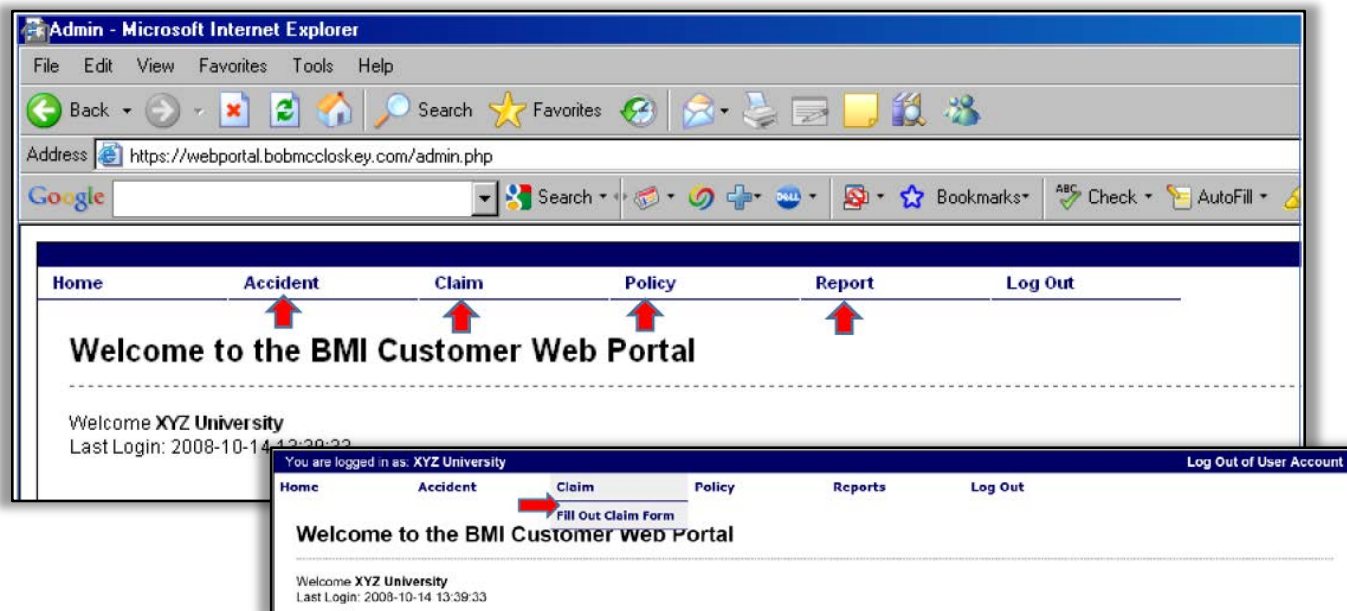
User Name:

Password:

Clients create a username and password for access to:

- Complete online claim forms and check the status of existing claims
- Payment information, including check number
- Claim detail, such as: Provider, patient ID, date of service
- Explanation of Benefits
- Loss histories
- Create reports for claims
- Access to the policy

The BMI Portal allows to check accidents by member, check claims, review the policy and run specific reports for your school.



The claim summary provides information on the claim including, member ID, patient ID, member name, claim status and more.

The screenshot shows a claim summary page for claim ID 05072012HBP00. The page includes a navigation bar and a table of procedures.

Procedures					
DOS From	DOS To	Procedure Code	Modifiers	Units	Charges
09/27/2011	09/27/2011	R0001		1.0000	1316.00



The NJCAA simply requires institutions to purchase catastrophic insurance but do not mandate the purchase of the NJCAA sponsored plan through Mutual of Omaha (listed first). Should Garden City Community College determine that a 10 year benefit period would be plenty of coverage, we are happy to provide you with the alternative options below as they would also fulfill your obligation as an NJCAA institution and also save your institution some money.

Insurance Carrier: Mutual of Omaha (A+ Rated by A.M. Best)					
Claims Payer: Ascension Insurance Inc.					
<u>Plan Type</u>	<u>Deductible</u>	<u>Benefit Period</u>	<u>AD&amp;D</u>	<u>Maximum</u>	<u>Premium</u>
Excess/Catastrophic	\$25,000	Lifetime	\$10,000	\$5,000,000	\$35,159

This quote matches the benefits of the plan you currently have in place

Insurance Carrier: Zurich American Insurance Company (A+ Rated by A.M. Best)						
Claims Payer: K&K Insurance Group						
<u>Plan Type</u>	<u>Deductible</u>	<u>Benefit Period</u>	<u>AD&amp;D</u>	<u>Maximum</u>	<u>Premium</u>	<u>Catastrophic Cash Benefit*</u>
Excess/Catastrophic	\$25,000	10 year	\$10,000	\$5,000,000	\$18,985	Additional- \$4,454 premium

This quote provides the same medical maximum but carries a 10 year benefit period instead of lifetime

\*Catastrophic Cash Benefit will cover Paralysis, Coma or Brain Death within 90 days of covered event.  
 Payout Structure as follows: \$100,000 following 6 months from date of injury, \$3,333 every month thereafter for 120 months

Quotes based specifically on the hazard level of the sports at Garden City Community College

Additional information about any of these proposed plans is available upon request including full schedule of benefits or sample policy



We provide these secondary insurance ID cards to our clients each year. They are customized with your school name, policy number, effective dates, claims contact and correspondence information, as seen below.

Your athletic training staff can keep these plastic credit card style cards with them so in the event of an accident, they have all the pertinent information to give to the medical provider while on the road game or during an emergency.

The feedback that we've received on this service to our clients has been amazing. It helps the flow of the claim at the provider level as it transitions from primary insurance over to the secondary insurance program without requiring additional work on behalf of your staff.

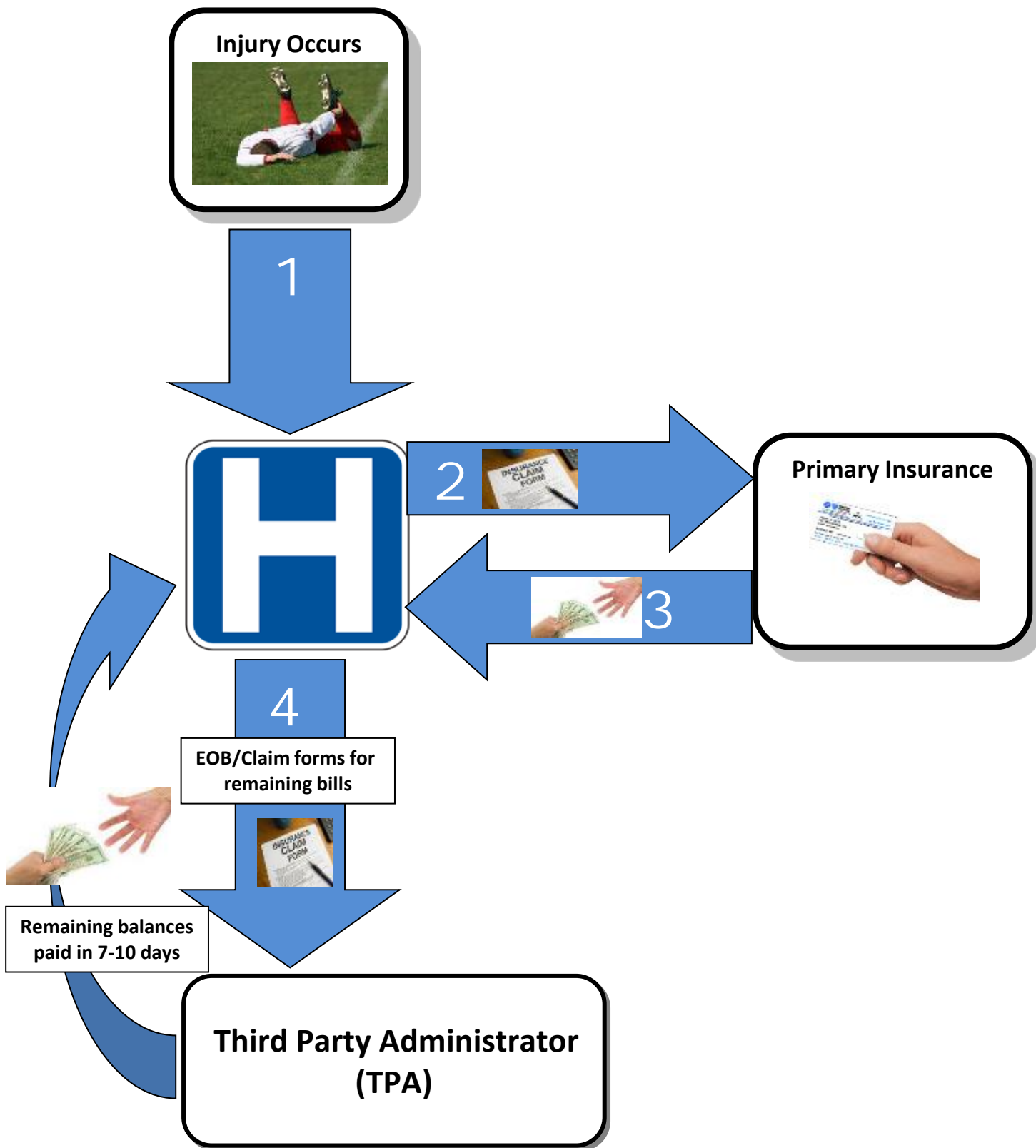
We consider this to be just another way that we differentiate ourselves and provide a world-class service to our clients.

### FRONT

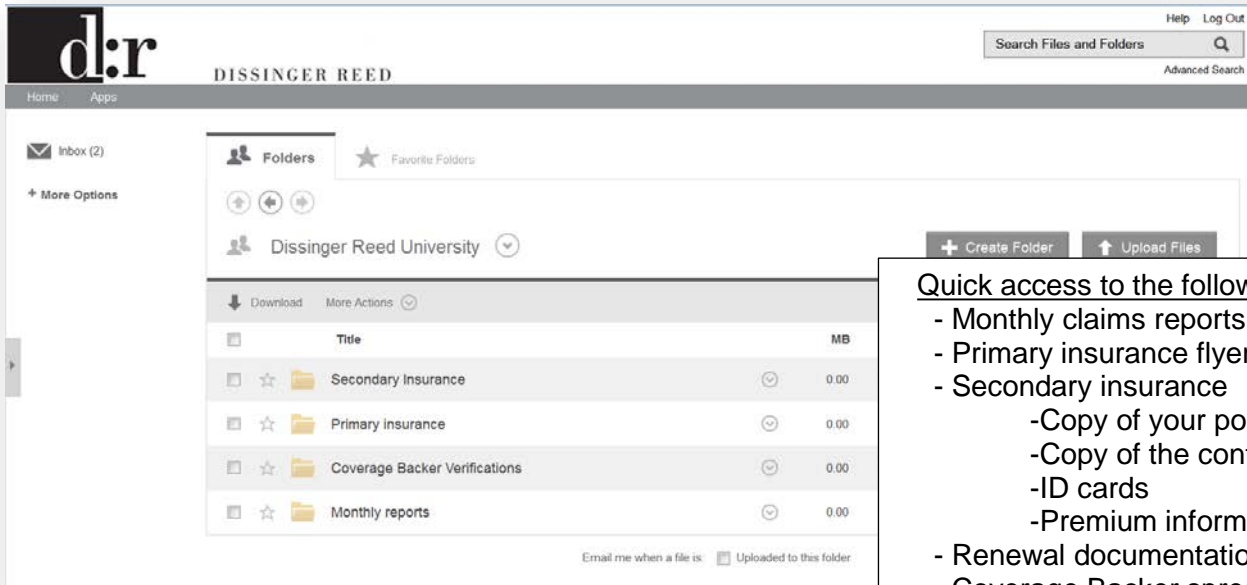


### BACK

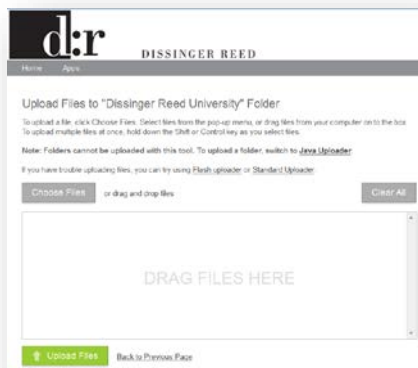




As a valuable service to our clients, we create a customized portal through which you can obtain all insurance related documents at any time from your PC or mobile device. Files are encrypted and stored for the highest level of security for your information.



- Quick access to the following items:**
- Monthly claims reports
  - Primary insurance flyers/info
  - Secondary insurance
    - Copy of your policy
    - Copy of the contract
    - ID cards
    - Premium information
  - Renewal documentation
  - Coverage Backer spreadsheets
  - Primary insurance enrollment files
  - Copies of discount agreements
  - Invoices



- ShareFile for iOS
- ShareFile for Android
- ShareFile for BlackBerry
- ShareFile for Windows Phone
- Sync for Windows

You will be emailed a link from which you can set up your ShareFile account and log in to the client portal. After that, feel free to download the desktop program, phone applications or widgets for your convenience and access on the fly.

**\*\*You will receive an email from me that will 'Share' this folder with you. You can also go to: [www.dissingerreed.com/clientportal](http://www.dissingerreed.com/clientportal)**

Do all your student athletes have primary insurance that covers athletic related injuries?

Are you seeing the impact of high-deductible exchange plans on your secondary insurance?

As your current student athletes, transfers and walk-ons come back to campus, you want to have confidence that their insurance will pay claims. Dissinger Reed has designed exclusive primary insurance plans that specifically cover intercollegiate athletic injuries. Many of them even cover general sickness/illness.

## STUDENT HEALTH INSURANCE PLANS

---

As the student health marketplace changes, so do we. Dissinger Reed offers a wide selection of student health insurance plans that comply with healthcare reform and do not exclude intercollegiate sports. We are happy to discuss those with you should your institution mandate that level of coverage for your student-athletes or campus wide population.

Key benefits: Unlimited medical maximum, no exclusions for pre-existing conditions and covers preventative care services.

## SHORT-TERM MEDICAL PLANS

---

These plans are defined by their limited duration. Most of these plans can be purchased in 30-90 day increments up to a maximum of 12 months (or else it is considered major medical and is subject to healthcare reform mandates). We utilize these plans because most have coverage for athletics and they are the most affordable coverage available.

## MANDATORY STUDENT ACCIDENT PLANS

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An "MSAP" is a great way to manage risk at your institution. This is an inexpensive way to ensure that all your students and athletes have coverage in place for accidental injuries ranging from falling in the dorm to incurring an injury while playing intercollegiate athletics. The premiums are very low because the risk is spread over the entire student body.

## SUPPLEMENTAL/INDEMNITY/ACCIDENT ONLY

---

These plans typically pay the insured directly when they are injured/receive treatment from an accidental injury. They can be suitable primary insurance coverage when nothing else is available, however, they require much more effort to manage than a regular insurance plan does.

## INTERNATIONAL STUDENT INSURANCE

---

Each institution is unique in what they require of incoming international students. Most will at least require some form of insurance coverage that meets the F1 and J1 Visa requirements. We have several plans that meet the highest level or requirement and also include athletic related injuries for your student-athletes.

*"Dissinger Reed has gone above and beyond assuring our student-athletes have proper health insurance to cover all of their needs while away at school. Their plans have assisted us in provided quick and unparalleled care to get them back in action."*

**Nick Holtgrieve**  
Athletic Trainer, University of New Orleans

This insurance plan is different than traditional health insurance. This supplemental/indemnity insurance plan will pay the insured cash in the event of an injury. This concept has been around for a long time but we have tailored the plan to cover intercollegiate athletics and fit the need of the athlete who is required to have some type of insurance prior to participation.

## ELIGIBILITY & ENROLLMENT

Plan is available to anyone 18 years and older. Accident coverage is guaranteed issue (meaning no underwriting necessary).

Product not available in MA, ME, ND, NH, NM, NY, VT and WA

To enroll, simply go to [www.dissingerreed.com/athlete/LS](http://www.dissingerreed.com/athlete/LS) or contact Dissinger Reed at [info@dissingerreed.com](mailto:info@dissingerreed.com) for information

## SCHEDULE OF BENEFITS

Maximum Annual Benefit Amount	\$2,500 minimum- \$15,000 Maximum
Sports-Related Accidental Injuries	Considered in the medical maximum if accident is treated within 72 hours
Annual Deductible	\$100
Initial Treatment	Initial treatment must be received within 72 hours of the accident. Treatment must be rendered by a physician/facility that will generate a bill (versus initial treatment being given by athletic training staff- sorry, no way around this, we tried)
Covered Medical Expenses, including	<ul style="list-style-type: none"> <li>Ambulance (once per accidental injury),</li> <li>Initial services (received in a hospital, urgent care or physicians office)</li> <li>Hospitalization, including intensive care unit</li> <li>Major diagnostic exams: CT, MRI, EEG (covered up to \$750 per exam, 1/injury)</li> <li>Tests and X-rays (one test or one set of X-rays per accidental injury)</li> <li>Surgery (up to two per accidental injury, performed within 90 days of accident)</li> <li>Drugs (administered in hospital, urgent care or physician's office for initial care)</li> <li>Physician follow-up services, including Chiropractic (one visit per day up to 3)</li> <li>Physical Therapy (one visit per day with a max of 10 visits per injury w/in 90 days)</li> <li>Durable Medical Equipment (rental or purchase qualified equipment w/in 30 days)</li> </ul>

Pricing:

\$5,000 benefit	\$22.20/mo
\$10,000 benefit	\$28.52/mo
\$15,000 benefit	\$32.74/mo
\$25,000 benefit	\$51.35/mo

## BENEFIT PAYOUT

If you suffer an accidental injury and receive initial care within 72 hours, simply submit proof of claim for the dollar amount of your actual medical and/or recovery expenses. To determine the actual expense, we will take into account the adjustments or discounts which may be negotiated between your health insurance plan and provider for services received.

Benefits from this policy will pay in addition to your medical coverage, less any deductible applicable under this policy.

All benefits are payable directly to you as the policy holder. Care must be received within the United States.

## EXCLUSIONS

No benefits of this policy are payable for any illness, loss or condition specifically excluded from the definition of Accident, or dental care or treatment unless caused by an accident to natural teeth; treatment for a mental or nervous disorder or disease. Full list of exclusions may be found on the LifeSecure website and should be reviewed and understood prior to enrollment.

Carrier and Claims Administer: Life Secure Insurance Company- Brighton, MI

Program Administrator: Dissinger Reed, Overland Park, KS [www.dissingerreed.com](http://www.dissingerreed.com)



# International Student Insurance

## Global Accident and Sickness

PRIMARY

For International Students and Student-Athletes in the US- This Exclusive International Student policy is customized with 80% UCR up to \$15,000 of intercollegiate coverage. Ages are 10 years to 40 years old.

\*Meets F1 Visa Requirements.

### SCHEDULE OF BENEFITS

Annual Plan Maximum sickness	\$2,000,000 per accident/injury – no lifetime maximum of accidents or sickness
Accidental Death and Dismemberment	\$30,000
Time Period for Loss	90 Days
Maximum Benefit Limit for Intercollegiate Sports	80% UCR up to \$15,000
Deductible	\$0 or \$250 per policy period
Co-Insurance	80% UCR In-Network / 60% if an Out-of-Network Provider in the U.S. is used
Maximum Out of Pocket (OOPM)	\$6,350 Per Person / In-Network - excludes deductible. Unlimited if an Out-of-Network provider in U.S. is used.
Emergency Room	\$250 per Occurrence / waived if admitted
**Hospital Room & Board	80% UCR
**MRI/CAT Scan	80% UCR- subject to copays and deductible
Prescription Drugs	80% UCR – 31-day supply per script / includes contraceptives
Doctors Office Visit	\$25 In-Network (including SHC) / \$50 Out-of-Network
Specialist / Urgent Care	80% UCR
Benefit Period	Policy termination from the date of the covered accident or sickness
Emergency Evacuation & Repatriation of Remains	\$300,000 Maximum Benefit
Pre-Existing Conditions (Varies by State)	Covered if the policy period is purchased for longer than 120 Days
Pregnancy	80% UCR - 10 month waiting period; conception must occur when coverage is in effect.
Dental Treatment Maximum (injury only)	100% UCR - \$300 Maximum per Tooth
Chiropractic Care Maximum	Visits - 80% UCR up to \$70 per visit *must be prescribed by physician
Physiotherapy (Outpatient) physician	30 Visits - 80% UCR up to \$70 per visit *must be prescribed by physician
Psychotherapy	80% UCR

### MONTHLY RATES

Enrollment Period: 30 days up to 364 days maximum

AGE	\$0 Deductible	\$250 Deductible
17-34	\$136.80 - 30 Days \$4.56 per day	\$127.20 - 30 Days \$4.24 per day

### PREFERRED PROVIDER ORGANIZATIONS

Aetna Network Link: <http://gbg.com/#Oursolutions/providerdirectory>

Enrollment Link: [www.dissingerreed.com/athlete/GBG](http://www.dissingerreed.com/athlete/GBG) (Agent Number PA4074)

Claims: The completed claim form, all itemized bills, statements and receipts must be sent to the claims administrator no more than 90 days after a covered loss occurs or end, or as soon after that as is reasonably possible. Claim status is available via the internet 24 hours a day. Online Submission: [www.tiecare.com](http://www.tiecare.com)

Mail to ICS: 274422 Portola Parkway, Suite 110 Foothill Ranch, CA 92610 USA

Mail to Aetna: (U.S. Aetna Providers Only) P.O. Box 30259 Mail to Aetna: (U.S. Aetna Providers Only) Tampa, FL 33630 USA



## WHAT IS EZRx?

EZRx is a prescription drug program specifically designed to meet the unique needs of college and/or university athletic departments. This program was created to streamline the prescription drug benefit for student athletes by simplifying the overall process and placing management and ownership of the benefit with the pharmaceutical benefits management (PBM) provider, MedTrak Services.

## CURRENT PROCESS

STEP #	OWNER	PROCESS
1	Doctor/School	Doctor/Trainer writes prescription for student athlete
2	Athlete	Student athlete fills prescription at select pharmacy/pharmacies
3	Athlete	Student athlete submits full price, out of pocket claims information to Athletic Department
4	School	Athletic Department Administrator submits claim(s) to insurance provider
5	Provider	Insurance provider reimburses Athletic Department
6	School	Athletic Department reimburses student athlete
7	School	Athletic Department generates billing and administrative reporting

## SIMPLIFIED PROCESS USING EZRx PROGRAM

STEP #	OWNER	PROCESS
1	Doctor/School	Doctor/Trainer writes prescription for student athlete
2	Athlete	Student athlete fills prescription at extensive pharmacy network using PBM drug card
3	Pharmacy	Pharmacy applies MedTrak pricing discounts and applicable copay, submits claim online
4	PBM	PBM submits bi-monthly invoices to School or Third Party Administrator


## REAL WORLD EXAMPLE OF SAVINGS

	Current Year	Previous Year	Current QTR
<b>All Dispenses:</b>			
Total Number of Rxs	624	157	180
Total Usual and Customary	\$96,848.99	\$20,466.47	\$25,526.04
Total Client Pay	\$65,189.07	\$14,221.69	\$17,690.14
Average Approved Price	\$104.47	\$90.58	\$98.28
<b>Brand Dispenses:</b>			
Total Number of Rxs	236	43	71
Average Approved Price	\$202.21	\$201.03	\$188.55
<b>Generic Dispenses:</b>			
Total Number of Rxs	38	114	109
Average Approved Price	\$45.02	\$48.93	\$39.48
<b>Savings:</b>			
Savings from Usual and Customary	\$31,659.92	\$6,244.78	\$7,835.90

Coverage Backer is our exclusive primary insurance verification system designed to protect your secondary insurance by verifying if primary insurance is truly active. Coverage Backer can help you:

- 1.) Save time by digitally verifying primary insurance as opposed to making those time consuming phone calls yourself
- 2.) Help you manage your secondary insurance program and keep losses down
- 3.) Make sure insurance is valid and in some cases even verify the remaining deductible or other key information

	A	B	C	D	E	F	G	H	I
1	<b>Coverage Backer- Data UPLOAD spreadsheet</b>								
2	Name of Insurance	Student Last Name	Student Last Name	Gender	MemberID	DOB	Relationship to Insured	Subscriber Last Name	Subscriber First Name
3									
4									
5									
6									
7									
8									
9									

	A	B	C	
1		<b>Coverage Backer Insurance Verification Results</b>	Active- Students In	
2			In-Active- Student I	
3			Failed at Payer- Stu	
4			Institution: Dissinger Reed University	Failed at Zirmed- T
5			Date: 10/6/17	Subscriber Not Fou
6				
7	<b>Inquiry Date</b>	<b>Payer Name</b>	<b>Status</b>	
8	10/6/2017 11:51	United Health Care	Active Coverage	
9	10/6/2017 11:51	United Health Care	Active Coverage	
10	10/6/2017 11:51	United Health Care	Active Coverage	
11	10/6/2017 11:51	Magnacare	Active Coverage	
12	10/6/2017 11:51	Golden Rule Insurance	Active Coverage	
13	10/6/2017 11:51	CIGNA (Connecticut General, Equicor, Equitable)	Active Coverage	
14	10/6/2017 11:51	CIGNA (Connecticut General, Equicor, Equitable)	Active Coverage	
15	10/6/2017 11:51	BCBS Real-time	Active Coverage	
16	10/6/2017 11:51	Medicaid Alabama	Failed at Payer	
17	10/6/2017 11:51	Magnolia Health Plan	Failed at Payer	
18	10/6/2017 11:51	Kaiser Permanente ( Southern CA)	Failed at Payer	
19	10/6/2017 11:51	Wellcare HMO, Inc.	Inactive Coverage	
20	10/6/2017 11:51	Wellcare HMO, Inc.	Inactive Coverage	
21	10/6/2017 11:51	Golden Rule Insurance	Inactive Coverage	
22	10/6/2017 11:51	Golden Rule Insurance	Inactive Coverage	
23	10/6/2017 11:51	Government Employees Hospital Association (GEHA)	Inactive Coverage	

Coverage Backer costs \$.75 per athlete, per verification. For example, if you have 300 student athletes and would like to run verifications once a month, the cost to you would be \$2,700 for the entire year (including summer months).

**The program can pay for itself if you catch one lapse in coverage prior to injury!**







## Confidentiality Statement

INFO

Information appearing in this proposal is the property of Dissinger Reed, LLC. It is protected by U.S. Copyright Laws, and is not to be reproduced or shared outside of your institution in any way without the written permission of Dissinger Reed, LLC.

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**Agenda No:** III-A

**Date:** June 19, 2018

**Topic:** Cengage Contract

**Presenter:** Dr. Herbert J. Swender

**Background Information:**

The GCCC administration charged a committee comprised of faculty, staff and students to review the current use of textbooks and research new textbook trends. The committee met with Pearson and Cengage to discuss textbook purchasing options. After reviewing proposals from both publishers, the committee determined that Cengage offered the best value for our students. The Cengage contract proposes a set annual rate for e-textbooks for all students. A discounted rate for hardbound rentals is also applicable. The agreement will be for two years with an option for a third.

**Budget Information:**

Approximately \$265,000 annual payment to Cengage. The actual Cost will be calculated based on our current 2018-19 IPEDS data, as agreed per contract. Anticipated revenue received will cover contractual costs.

**Recommended Board Action:**

Board authorizes the administration to enter into a contract with Cengage for a two-year period and an option to exercise a third-year.

**Board Action Taken:**         **Approved**         **Disapproved**  
 **Ayes**         **Nays**         **No Action**

**Board Member Notes:**

## INSTITUTION CENGAGE UNLIMITED PURCHASE AGREEMENT

This Agreement is made, as of June 12, 2018 (the "Effective Date"), by and between Cengage Learning, Inc. 5 Maxwell Drive, Clifton Park, NY 12065 ("Cengage"), and The Board of Trustees of Garden City Community College, with an office located at 801 Campus Drive, Garden City, KS 67846 ("Institution").

The parties hereto agree as follows:

1. The term of this Agreement shall commence as of the Effective Date and shall continue for a period ending June 11, 2021.
2. Cengage Unlimited is a program where students are provided access to Cengage learning materials as defined in Exhibit A attached hereto and made a part hereof (the "Materials").
3. During the term of this Agreement, Cengage shall provide, and Institution shall order, purchase and pay Cengage for, instant access codes ("IACs"), which will allow Institution's students to access Cengage Unlimited, as provided in Exhibit A.
4. Cengage shall host all ebooks and digital homework solutions which comprise units of Cengage Unlimited. Institution's students for whom IACs have been purchased hereunder, shall have access to same on Cengage's website for the periods of access for which payment has been made.
5. All prices hereunder shall be exclusive of taxes, if any. Except for taxes based on Cengage's net income, Institution shall pay any federal, state, county, local or other governmental taxes, fees and duties now or hereinafter imposed on access to Cengage Unlimited.
6. Cengage warrants that it has the authority to enter into this Agreement and that Cengage has the authority to grant all rights granted herein and to perform in accordance with this Agreement. Institution warrants that it has the authority to enter into this Agreement and that Institution has the authority to perform in accordance with this Agreement.
7. Cengage warrants that (i) Cengage has all of the rights necessary to provide the Materials to Institution in accordance with this Agreement; (ii) Cengage will not transfer to Institution any Materials in which CENGAGE has not first obtained these rights; (iii) the Materials do not, and the provision of access to the Materials hereunder will not, infringe upon or violate any copyright, trade name, trademark, or any other proprietary right of any third party; (iv) Cengage is not a party to any legal action or administrative proceeding that involves a claim by any third party that the Materials infringe on the intellectual property rights of any third party; and (v) the Materials are free of obscene, pornographic or defamatory material.
8. EXCLUDING SPECIFIC WARRANTIES PROVIDED IN THIS AGREEMENT, THE MATERIALS ARE BEING SUPPLIED HEREUNDER "AS IS" AND THERE ARE NO ADDITIONAL WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

OR OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED IN LAW OR IN FACT, ORAL OR IN WRITING. CENGAGE SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED OR INCURRED BY INSTITUTION OR ANY THIRD PERSON ARISING OUT OF ANY INACCURACIES, ERRORS, OR OMISSIONS IN THE MATERIALS. INSTITUTION HEREBY ACKNOWLEDGES THAT INSTITUTION HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTY MADE BY CENGAGE EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT.

9. EXCLUDING INDEMNITIES FOR THIRD PARTY CLAIMS AND BREACHES OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING INDEMNITIES FOR THIRD PARTY CLAIMS AND BREACHES OF CONFIDENTIALITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ACTUAL DAMAGES THAT EXCEED THE AMOUNTS PAID BY INSTITUTION TO CENGAGE UNDER THIS AGREEMENT.

10. Cengage owns certain trade names and trademarks, some of which may appear with respect to the Materials (the "Cengage Marks"). Such Cengage Marks are, and shall remain the exclusive property of Cengage and are valuable intellectual property of Cengage. All rights with respect to the Cengage Marks, whether now existing or which may hereafter come into existence, which are not expressly granted to Institution in this Agreement, are reserved to Cengage.

11. (a) Each party shall, during the term of this Agreement and for a period of two (2) years thereafter treat all confidential and proprietary information ("Confidential Information") and all materials containing Confidential Information provided by the other party, including, but not limited to, (i) the terms of this Agreement, (ii) publishing requirements, (iii) pricing policies and details, (iv) distribution methods, (v) sales records, (vi) information on source of supply, production, assembly and packaging, (vii) costs and discounts (viii) technical information (ix) student information any and all other Confidential Information of the disclosing party as confidential and shall cause, instruct and oblige its directors, officers, employees, agents and any other person acting in concert with the parties or on their behalf and having access to such Confidential Information to keep the same in confidence. The receiving party shall use reasonable efforts, commensurate with the efforts used in protecting their own Confidential Information, to protect the Confidential Information from any unauthorized use, disclosure, communication or other dissemination of any of the Confidential Information resulting from any act or omission of the receiving party, or any other person acting by, through, under, or in concert with the receiving party.

(b) The terms of Section 11 (a) shall not apply to any information which can be shown (i) is known or accessible to the public or otherwise in the public domain, (ii) becomes known or accessible to the public or otherwise in the public domain through no fault of the receiving party, (iii) is in the receiving party's possession prior to disclosure by the disclosing party, (iv) is lawfully obtained by the receiving party from a source other than from the disclosing party and not subject to any obligation of

confidentiality or restrictions on use, or (v) by clear and convincing evidence that it is independently developed by the receiving party without reference to the other party's Confidential Information.

(c) Each party acknowledges and realizes that the Confidential Information of the other party is special, unique, and extraordinary and is vital to the disclosing party. Accordingly, in the event a party violates or threatens to violate any of the terms or provisions of this Section 11, the disclosing party will sustain irreparable harm. Therefore, in addition to any and all other remedies a disclosing party may have under this Agreement, at law or in equity, a disclosing party is entitled to seek to institute and prosecute proceedings at law or in equity, in any court of competent jurisdiction, to obtain an injunction restraining the receiving party from violating or continuing to violate this Agreement.

12. (a) Either party may terminate this Agreement in the event of a material breach hereof by the other, effective on thirty (30) days' prior written notice; provided that, during such thirty (30) day notice period, the party in breach fails to cure the breach to the reasonable satisfaction of the non-breaching party. At the end of the thirty (30) day period, Cengage shall terminate access to the Materials in new courses. Courses starting within that thirty (30) day period may continue to use the Materials until the end of the course.

(b) If there is a course in which Institution's students are utilizing the Materials and that course extends beyond the termination date or expiration date of this Agreement, the terms of this Agreement shall continue to apply to the Materials, as defined below, used in such course until the conclusion of such course.

13. (a) Each party assumes liability for, and shall indemnify, defend, protect, save and hold the other party harmless from and against, any and all third party claims, demands, actions, suits, costs, liabilities, judgments, obligations, losses, penalties, damages and expenses, including reasonable attorneys' fees, of whatsoever kind or nature arising out of (i) any breach or alleged breach by such party of its representation, warranties, covenants or obligations hereunder; (ii) any acts or omissions that are negligent or comprise willful misconduct; (iii) infringement of any copyright, trade secret, or patent; (iv) allegations of infringement, or (v) violation of any state, Federal, or local law, code, ordinance, or regulation.

(b) The party seeking indemnification shall (i) promptly notify the other of any claim or litigation of which it is aware to which the indemnification relates; (ii) allow the indemnifying party to control the defense and settlement; and (iii) cooperate with the other in connection with defending such claim.

(c) The indemnifying party shall afford the indemnified party the opportunity to approve any compromise, settlement, litigation or other resolution or disposition of such claim or litigation.

14. Cengage and Institution are not, and shall not be considered, joint venturers, partners or agents of each other and neither shall have the power to bind or obligate the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other party, except as expressly authorized herein or in writing by the other party. Neither party shall create or attempt to create any obligation on behalf of or in the name of the other party.

15. Notices. All notices provided for by this Agreement shall be in writing, postage or transmission costs prepaid, addressed as follows:

(a) If to Institution:

The Board of Trustees of Garden City Community College  
801 Campus Drive  
Garden City, KS 67846  
Attn: Ryan Ruda, Provost

(b) If to Cengage:

Cengage Learning Inc.  
5 Maxwell Drive  
Clifton Park, NY 12065  
Attention: VP -Legal

or such other address as such party may from time to time designate in writing. All notices shall be deemed received by the intended recipient on: (i) the third business day after the date placed in the United States mail, as certified mail, return receipt requested, and postage paid thereon or (ii) the business day after the date sent by reputable overnight service.

16. Assignment. Neither party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior authorized, written approval of the other party, except as expressly provided herein. Either party shall be entitled to assign this Agreement to its affiliates, and each party shall be entitled to assign this Agreement to any purchaser of all or substantially all of its assets, provided the assigning party provides written notice of the assignment to the non-assigning party. Any prohibited assignment hereunder shall be deemed void.

17. Binding Effect. This Agreement will be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

18. Publicity. Except as required by law, neither party shall publicize this Agreement or the transactions contemplated hereby, nor use in any manner, the name or trademarks of the other party, except as provided herein, without the prior written approval of the other party. Such publicity may include, but not be limited to press releases, paid advertisements, announcements at public events, trade shows, and conferences, promotional flyers and other materials.

19. Waiver. None of the terms of this Agreement is deemed to be waived or modified except by a written document drawn expressly for such purpose and executed by the party against whom enforcement of such waiver or modification is sought. Failure or delay of either party hereto to enforce

any of its rights under this Agreement is not deemed a modification or a continuing waiver by such party of any of its rights hereunder.

20. If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

22. Governing Law. This Agreement shall be governed by the laws of the State of Kansas without giving effect to the choice of law principles thereof which would require the application of the laws of another jurisdiction.

23. This Agreement, including any exhibits attached hereto and made a part hereof, contains the entire agreement and understanding of the parties regarding the subject matter hereof and supersedes any prior and contemporaneous offers, negotiations and understandings, whether oral or written, between the parties regarding such subject matter. This Agreement may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**THE BOARD OF TRUSTEES OF GARDEN CITY  
COMMUNITY COLLEGE**

CENGAGE LEARNING, INC.

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

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

Printed Name: Steve Martinez

Printed Name: Matthew Davis

Title: GCCC Board Chair

Title: VP, Finance – Decision Support



EXHIBIT A

Cengage Unlimited is a digital subscription that gives students on-demand access to course materials for one price, regardless of course load. Students may access a library of over 20,000 digital learning assets across 675 courses, including ebooks, digital learning platforms, online homework and study tools. Students may access up to six (6) ebooks for a year following their subscription.

1-year subscription rate: \$81.00 per student for whom subscription is acquired.  
 Expected subscriptions per year: 2,023

Payment Terms:

- \$40,965.75 due October 1, 2018
- \$40,965.75 due January 1, 2019
- \$40,965.75 due April 1, 2019
- \$40,965.75 +/- based on number of actual subscriptions due June 15, 2019

For only the price of shipping from and to Cengage, each student shall be entitled to a rental of a print book from Cengage, equivalent to an ebook contained in digital homework solutions access to which is delivered by Institution to the student.

Or:

TERM	COMMITMENT
Agreement Effective Date	6/12/2018
Subscriber group - Definition	All enrolled students
Subscription length	1 year subscriptions
Bulk Purchase	2,023
Commercial Model	Highest Possible Discount
Payment cycle	10/1 \$40,965.75 1/1 \$40,965.75 4/1 \$40,965.75 6/15 \$40,965.75
Term of Agreement	3 years
Payment Terms/Timing	100% each year, true up 7/1, capped at 10% variance

True-Up or Subscription reconciliation	True-Up capped at 10%
Delivery	Bulk Codes
Print	Free rentals for \$7.99 shipping and handling. Low Cost Loose Leaf Upgrades available for purchase currently priced \$25 to \$45, subject to availability and to supplement digital adoption
Price	\$90 less 10% agency fee
Services	Mapping, product support & faculty support only
Agency	No intermediaries
Additional Non-Standard Exceptions	Price Increase from year 2 to year 3 not to exceed 5%

**Agenda No:** III-B

**Date:** June 19, 2018

**Topic:** 2018-19 Learning Resource

**Presenter:** Dr. Herbert J. Swender

**Background Information:**

For 2018-19, administration recommends an \$8.00 per credit hour learning resource charge to cover the cost of the Cengage institutional agreement, which will provide student access to textbooks with a defined cost. This proposed method of providing book access with a known cost will allow students the savings of the difference for a typical semester of \$500 for books. Moreover, the defined cost will make it much simpler for calculating dollar amounts for book scholarships, thus requiring less scholarship resources.

**Cengage Institutional agreement**

- The institution would provide a 12 month access for students to e-books
- Each student would gain access to their textbooks by no later than day one of class and retain access for a full 12 month period.
- The student would have the ability to rent the hard-bound text book from Cengage directly for \$8/textbook but only if we use the courseware that comes with it
- ADA accommodations are built into the Cengage system to allow for large font, read access and other features to assist learners.

**How the program would work?**

- The bookstore would distribute the access codes for all textbooks to the students.
- Students will receive their access codes the same way they have picked up textbooks in the past.
- Cengage charges will be based only on the number of students taking classes. GCCC would provide Cengage a report each semester of the number of students enrolled as of certification date and those numbers will determine the invoice amount for GCCC.
- As proposed, the Cengage agreement lists the cost of textbooks as \$90/year. This cost is what the college would be billed per student on the census date.
- A 10% distribution fee for total e-book sales will be retained by the college bookstore.

**Benefits of the program**

- The primary benefit is that students will have access to all of their textbooks on day one of class. Students will not have to wait for financial aid, loans or other payment means in order to have the necessary textbooks.
- Additionally, the cost savings to students is significant. Currently, GCCC students pay, on average, \$500/semester for textbooks. Now, with the cost being incorporated into enrollment, students will only be paying \$8/credit hour to have access to all of their textbooks. For a student taking 15 credit hours that is a cost savings of over \$350 each semester.
- E-textbooks will be embedded directly into all online courses, allowing students to have access to their required textbooks and not have to seek out or make separate purchases.

**Budget Information:**

Revenue to be determined based on FTE Enrollment.

**Recommended Board Action:**

Board adopts the following Learning Resource Charge for 2018-19 of \$8 per credit hour to cover e-textbook license agreement with Cengage.

**Board Action Taken:** \_\_\_\_\_ **Approved** \_\_\_\_\_ **Disapproved**

\_\_\_\_\_ **Ayes** \_\_\_\_\_ **Nays** \_\_\_\_\_ **No Action**

**Board Member Notes:**