

## Book Advisory Committee Meeting

Minutes

3/6/24

**Roll Call:** Michael McNellis, Andrea Thorson, Patrick Staten, Liliana Linares, Frank Lizarde, Sara Wallace, Julian Navarrette, Fabiola Butcher.

### Old Business:

- eCampus pushing costs onto students when their ordering delays result in additional fees from the publisher. Students should not be eating these costs.
- Liliana reports refund on book arrived in 7 days. No other reported problems in SGA.

### New Business:

- Email went out for book ordering. Summer only for now.
- Publishing rep mentioned that bookstore is giving different prices on the same book depending on who is teaching the class. Almost a type of dynamic pricing. At this time, this is just rumored. Michael and Drea are investigating the issue.
- Contract review as noted in section below.

### Contract Review

- Discussion of the added language on page 2 that implies exclusivity. The “and/or” in this paragraph is the key. It could be read as eCampus being the exclusive provider **and** endorsed provider, or it could be read as: exclusive provider **or** endorsed provider. The slash is the loophole. In this interpretation, eCampus only has to be the exclusive endorsed provider, but not necessarily the exclusive provider. The vague language provides the loophole. As long as we endorse them (which we do) we should be fine.
- Despite having the loophole, Drea believes it is still problematic that eCampus added language to the final contract without notifying us and it should be something we should look at from here forward. May not hurt to have a meeting, formal or informal, with Mike to be on record about it.
- eCampus is endorsed provider for: course materials, textbooks, digital content, inclusive access, access cards, required non-textbook materials, and general merchandise to the district.
- Issue may be with course pack going through print shop. If we still “endorse” eCampus as being an option (even the superior option when it comes to color) then we should be in the clear.
- Standard of performance is not being met in the following areas: service in a timely manner and the charging additional fees, changing bookstore hours, etc., is not in line with “academic mission of the district.”
- Reciprocal termination rights for non-compliance. Both with and without right to cure.

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- We need to make sure that BC printing the course packs is not going to give eCampus cause to terminate. eCampus may be looking for a way out of the contract because they are not making as much money as they thought they would. Drea notes that profits are probably lower because of their own negligence last semester causing distrust in the student customer base who are now seeking their materials elsewhere.
- District may terminate with 150-day notice without cause. We did not have this with Barnes and Noble.
- Discussion of amounts of minimum guaranteed sales expected.
- Fabiola questioned the fact that “commissionable sales” includes “collected revenue from shipping fees” Questions how much eCampus may be inflating shipping fees to make additional profits. Drea questions whether there should be a cap to how much they can earn from shipping.
- Items shipped to campus are supposed to have free shipping, but there are problems with pick-ups when orders are split and students only pick up partial orders. Julian reports that bookstore is working to remedy this by using student phone number and ID to find orders instead of using the barcodes in emails students bring in, since those are not always complete. All bookstore staff will be trained on how to do this instead of scanning the email barcodes.
- Michael questioned if there is a process to determine if there are items that students don’t pick up. Julian questions whether reminders sent to student emails are being seen/ignored. Drea wonders if students who get books with vouchers sometimes decide not to get books and leave them there because in their minds they don’t actually see money coming out of their accounts, so they don’t care as much whether items they no longer want are picked up or not.
- **Action item:** Come up with recommendation for Seante, SGA, and EAC on what to do with these books left at bookstore. Either sending them to the pantry or the circulation desk so they can be used. We don’t want to send them back to eCampus. Julian suggested a 3-contact system.
- Contract reviewed to middle of page 5. Next section is “Pure Digital Course Materials Gross Sales.”

Meeting Closed. Next Meeting: 3/20/24.