

Kenton County School District | *It's about ALL kids.*

Issue Paper

DATE:

April 17, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the one time purchase contract with Teacher Created Materials (TCM) Exploring Social Studies Kentucky for Beechgrove, Kenton, Piner, Taylor Mill, White's Tower, Ryland, Caywood, Hinsdale, River Ridge, and Summit View Elementary Schools for the 2024-2025 school year.

APPLICABLE BOARD POLICY:

01.1 - Legal Status of the Board

HISTORY/BACKGROUND:

TCM Exploring Social Studies Kentucky is a comprehensive social studies curriculum that helps students develop social studies content knowledge through resources with multiple perspectives on civics, geography, history, and economics. TCM provides lessons that are aligned with Kentucky Social Studies standards and provide inquiry based learning through discussion questions and primary resource analysis activities.

FISCAL/BUDGETARY IMPACT:

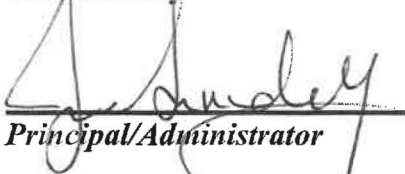
\$149,299.60 (School Instructional Funds-7000, Title I, ESSER)

RECOMMENDATION:

Approve the one time purchase contract with Teacher Created Materials (TCM) Exploring Social Studies Kentucky for Beechgrove, Kenton, Piner, Taylor Mill, White's Tower, Ryland, Caywood, Hinsdale, River Ridge, and Summit View Elementary Schools for the 2024-2025 school year.

CONTACT PERSON:

Jena Smiddy


Principal/Administrator
District Administrator
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Created by Teachers for Teachers and Students

Company Address 5301 Oceanus Drive
Huntington Beach, CA 92649
US
Phone (800) 858-7339
Fax (888) 877-7606

Created Date 4/8/2024
Expiration Date 6/28/2024
Quote Number 00019864

Prepared By Brandon Quick
Email brandon.quick@tcmpub.com

Contact Name Sarah Glass

Bill To Name Kenton County School District
Bill To 1055 EATON DR
FT WRIGHT, KY 41017-9655
United States

Ship To Name Kenton County School District
Ship To 1055 Eaton Dr
Ft Wright, KY 41017
United States

Please remit all purchase orders to orders@tcmpub.com

Product	Product Code	ISBN13	List Price	Sales Price	Quantity	Discount (Percentage)	Total Price
Exploring Social Studies: Kentucky: Kindergarten	121304	9781087603698	\$999.99	\$999.99	25.00		\$24,999.75
Exploring Social Studies: Kentucky: Grade 1	121307	9781087603704	\$999.99	\$999.99	25.00		\$24,999.75
Exploring Social Studies: Kentucky: Grade 2	121308	9781087603711	\$999.99	\$999.99	23.00		\$22,999.77
Exploring Social Studies: Kentucky: Grade 3	121309	9781087603728	\$1,149.99	\$1,149.99	24.00		\$27,599.76
Exploring Social Studies: Kentucky: Grade 4	121310	9781087603735	\$1,149.99	\$1,149.99	18.00		\$20,699.82
Exploring Social Studies: Kentucky: Grade 5	121311	9781087603742	\$1,149.99	\$1,149.99	17.00		\$19,549.83
Document-Based Assessment Activities, 2nd Edition	116869	9780743964371	\$49.99	\$49.99	25.00	100.00%	\$0.00
Virtual Product Launch – Exploring Social Studies: Kentucky	127311		\$799.99	\$799.99	1.00	100.00%	\$0.00
Paid Professional Learning (workshop, in-person)	131573		\$5,500.00	\$5,500.00	1.00	100.00%	\$0.00
Paid Virtual Professional Learning (up to 90 minutes)	132685		\$2,500.00	\$2,500.00	2.00	100.00%	\$0.00

Description Please fax, mail or call your order with this proposal to:
Teacher Created Materials 5301 Oceanus Dr.
Huntington Beach, CA 92649
Fax # 888.877.7606 ATTN: orders@tcmpub.com
Corp Office: 800.858.7339 x 251

Special Offer Code TCM

Subtotal \$153,398.42
Discount Amount \$12,549.74
Total Price \$140,848.68
Total Sales Tax \$0.00
Shipping and Handling \$8,450.92
Grand Total \$149,299.60

Quote Acceptance Information



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com
 502-296-2908

Date: 3/20/2024
Customer: Beechgrove
Contact:
Address:
Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
5	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 4,999.95	*
5	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 4,999.95	*
5	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 4,999.95	*
5	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 5,749.95	*
2	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 2,299.98	*
2	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 2,299.98	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 25,349.76
			Shipping	\$ 1,520.99
			Grand Total	\$ 26,870.75
*Each kit includes 25 Student Inquiry Handbooks				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com

502-296-2908

Date: 3/20/2024

Customer: Kenton Elementary

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
4	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 3,999.96	*
5	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 4,999.95	*
4	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 3,999.96	*
5	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 5,749.95	*
5	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 5,749.95	*
4	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 4,599.96	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 29,099.73
			Shipping	\$ 1,745.98
			Grand Total	\$ 30,845.71
*Each kit includes 25 Student Inquiry Handbooks				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com
 502-296-2908

Date: 3/20/2024

Customer: Piner Elementary

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
2	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 1,999.98	*
	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ -	*
	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ -	*
	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ -	*
	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ -	*
	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ -	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

			Product Total	\$ 1,999.98
<i>Shipping Discount Provided Based on Total Cost</i>			Shipping	\$ 120.00
			Grand Total	\$ 2,119.98
<i>*Each kit includes 25 Student Inquiry Handbooks</i>				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com
 502-296-2908

Date: 3/20/2024

Customer: Taylor Mill

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ -	*
	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ -	*
	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ -	*
	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ -	*
1	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 1,149.99	*
1	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 1,149.99	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 2,299.98
			Shipping	\$ 138.00
			Grand Total	\$ 2,437.98
*Each kit includes 25 Student Inquiry Handbooks				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com
 502-296-2908

Date: 3/20/2024

Customer: White's Tower

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ -	*
	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ -	*
	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ -	*
1	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 1,149.99	*
1	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 1,149.99	*
1	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 1,149.99	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

			Product Total	\$ 3,449.97
<i>Shipping Discount Provided Based on Total Cost</i>			Shipping	\$ 207.00
			Grand Total	\$ 3,656.97
<i>*Each kit includes 25 Student Inquiry Handbooks</i>				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com

502-296-2908

Date: 3/20/2024

Customer: Ryland Heights

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
3	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 2,999.97	*
3	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 2,999.97	*
3	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 2,999.97	*
1	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 1,149.99	*
1	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 1,149.99	*
1	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 1,149.99	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 12,449.88
			Shipping	\$ 746.99
			Grand Total	\$ 13,196.87
*Each kit includes 25 Student Inquiry Handbooks				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com

502-296-2908

Date: 3/20/2024

Customer: James A. Caywood

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
4	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 3,999.96	*
5	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 4,999.95	*
4	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 3,999.96	*
5	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 5,749.95	*
2	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 2,299.98	*
2	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 2,299.98	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 23,349.78
			Shipping	\$ 1,400.99
			Grand Total	\$ 24,750.77
*Each kit includes 25 Student Inquiry Handbooks				



Proposal

Prepared by: Brandon Quick
brandon.quick@tcmpub.com

502-296-2908

Date: 4/15/2024

Customer: RC Hinsdale

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
1	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 999.99	*
1	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 999.99	*
1	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 999.99	*
1	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 1,149.99	*
1	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 1,149.99	*
1	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 1,149.99	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 6,449.94
			Shipping	\$ 387.00
			Grand Total	\$ 6,836.94

***Each kit includes 25 Student Inquiry Handbooks**



Proposal

Prepared by: Brandon Quick

brandon.quick@tcmpub.com

502-296-2908

Date: 4/4/2024

Customer: River Ridge

Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
1	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 999.99	*
1	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 999.99	*
1	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 999.99	*
1	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 1,149.99	*
1	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 1,149.99	*
1	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 1,149.99	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost			Product Total	\$ 6,449.94
			Shipping	\$ 387.00
			Grand Total	\$ 6,836.94
*Each kit includes 25 Student Inquiry Handbooks				



Date: 4/4/2024

Prepared by: Brandon Quick
brandon.quick@tcmpub.com

502-296-2908

Customer: Summit View

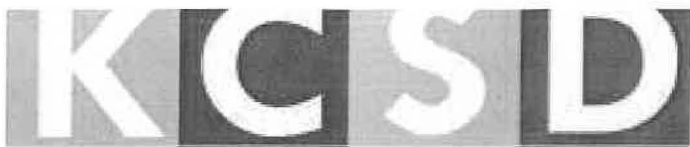
Contact:

Address:

Shipping Hours: 8:00 AM-3:00PM

Qty	ISBN	Description	Price	AMOUNT	
5	121304	Exploring Social Studies KY - K Level	\$ 999.99	\$ 4,999.95	*
5	121307	Exploring Social Studies: KY - Grade 1	\$ 999.99	\$ 4,999.95	*
5	121308	Exploring Social Studies: KY - Grade 2	\$ 999.99	\$ 4,999.95	*
6	121309	Exploring Social Studies: KY - 3rd Grade	\$ 1,149.99	\$ 6,899.94	*
5	121310	Exploring Social Studies: KY - 4th Grade	\$ 1,149.99	\$ 5,749.95	*
5	121311	Exploring Social Studies: KY - 5th Grade	\$ 1,149.99	\$ 5,749.95	*
	123874	K Level Student Inquiry Handbook	\$ 13.99	\$ -	
	123875	1st Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123876	2nd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123877	3rd Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123878	4th Grade Student Inquiry Handbook	\$ 13.99	\$ -	
	123879	5th Grade Student Inquiry Handbook	\$ 13.99	\$ -	

Shipping Discount Provided Based on Total Cost		Product Total	\$ 33,399.69
		Shipping	\$ 2,003.98
		Grand Total	\$ 35,403.67
<i>*Each kit includes 25 Student Inquiry Handbooks</i>			



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION 1055
EATON DRIVE, FORT WRIGHT, KENTUCKY 41017
TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531
WEBSITE: www.kenton.kyschools.us
Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes. • Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*), and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBCE and Vendor, the terms of this agreement shall apply.

Teacher Created Materials (TCM) _____
Vendor Name _____

5482 Argosy Avenue

Huntington Beach, CA 92649

Vendor Address

800 858-7339
Vendor Telephone

Vendor Email Address customerservice@tcmpub.com

Brandon Quick
Signature by Vendor's Authorized Representative

 Brandon Quick _____
Print Name

Date 2/15/2024

Terms & Conditions

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February 7, 2023

To Whom It May Concern:

TCM terms of service are:

- We ship all orders of our physical products by UPS for a 7-10 business day delivery time. All orders are shipped from our warehouse located in Southern California. Please note: Orders placed after 12:00pm PST will ship the following business day.
- TCM will offer expedited shipping for an additional cost. Please note that overnight and second-day deliveries are only available Monday to Friday.
- If you are not satisfied with any of our products, please return the item(s) along with a copy of your invoice within 90 days of purchase. Upon receipt and inspection of the returned merchandise, we will issue a credit or a full refund depending on your preference.
- All items returned must be in saleable condition. Please note that shipping and handling charges will not be refunded. Customized items that are made to order are final sale and are not eligible for return or exchange.
- If you have any questions or concerns about a return, please e-mail Customer Service at customerservice@teachercreatedmaterials.com or call us toll-free at (800) 858-7339.

Respectfully,

A handwritten signature in black ink, appearing to read "Mary Kittrelle", written over a horizontal line.

Mary Kittrelle
Chief Financial Officer

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TEACHER CREATED MATERIALS, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5301 OCEANUS DRIVE

Requester's name and address (optional)

6 City, state, and ZIP code

HUNTINGTON BEACH, CA 92649

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

OR

Employer identification number

3 3 - 0 0 0 4 2 3 5

Part II Certification

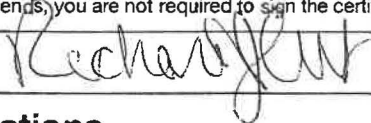
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►



Date ► 12-06-2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.