



QUOTE / PROFORMA

Customer Bill-to:

ST MARTIN MIDDLE SCHOOL
10800 YELLOW JACKET RD
OCEAN SPRINGS MS, 39564-9246

Customer Ship-to:

ST MARTIN MIDDLE SCHOOL
10800 YELLOW JACKET RD
OCEAN SPRINGS MS, 39564-9246

Attention:

Attention:

NCS Pearson, Inc.
P.O. Box 599700,
San Antonio, TX 78259
Tel: 800-627-7271
Tax ID No:
41-0850527

Quote/Proforma Number : 457446
Date : 24-SEP-2026
Customer Account# : 19500393
Sales Order Number :
Customer PO# :
Currency : USD
Shipment Terms : Paid
Customer Tax Number :
Number of Pages : Page 1 of 2

Prices will be honored for 60 days from price quote date.
This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items) :	200	REMITTANCE INFORMATION	
Other Charges :	USD \$0.00	Make Checks Payable to:	Bank Wire to:
Net Amount :	USD \$1,100.00	13036 COLLECTION CENTER DRIVE	Bank of America N A
Tax Total :	USD \$0.00	CHICAGO, IL 60693	071000039
Quote/Proforma Total :	USD \$1,100.00	NCS Pearson, Inc.	SWIFT Code : BOFAUS3N
Amount Due :	USD \$1,100.00		A/C No.: 8188105388

The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.

EXHIBIT "A"

JACKSON COUNTY SCHOOL DISTRICT STANDARD CONTRACT ADDENDUM

WHEREAS St. Martin Middle School is a part of the Jackson County School District (hereafter "JCSD"), a political subdivision of the State of Mississippi and as such is restricted from entering into contracts and/or agreements with terms and/or provisions contrary to or prohibited by Mississippi Law.

NOW, therefore, in consideration of the mutual benefit to both parties, the undersigned contracting party, NCS Pearson, Inc. (hereafter "Pearson"), does hereby agree to the following standard terms, conditions and provisions of the Jackson County School District Standard Contract Addendum, and the same are hereby adopted and incorporated into, and shall apply to the Agreement between the parties regarding Quote/Proforma Number 457446 (dated 09/24/2026; pgs. 1-2) (Review 360 Total Behavior Solution No Screener Subscription New) as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. Any extension or renewal of the agreement between the parties is subject to approval by the Board of Education of the Jackson County School District and shall be subject to the terms of this addendum. Further, terms and provisions to the contrary notwithstanding, absent specific statutory authority, no contract can be entered into that binds a successor JCSD Board of Education.

2. Governing Law/Venue/Exclusive Jurisdiction: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. The State and Federal Courts with jurisdiction over Jackson County, Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi or the Federal Courts of the Southern District, Southern Division of Mississippi as the case may be. Further, any entity or business which contracts with the JCSD submits to the personal jurisdiction of the State or Federal Courts having jurisdiction over Jackson County, Mississippi.

3. Indemnity: The JCSD shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify or hold harmless any entity or party to the contract, or any other party, and shall not be liable under any scenario for the other party's legal fees.

4. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision seeking to limit the JCSD's recovery resulting from the breach of any applicable warranties whether expressed, implied or common law, shall be of no force or effect. JCSD does not make any warranty, and any provision stating or implying that JCSD is making a warranty shall have no force or effect.

5. No Waiver of Damages: Notwithstanding any provision to the contrary that may be found in the contract, supplemental terms or terms of use that may be referenced therein, and solely to the extent necessary to comply with Mississippi law, any provision seeking to limit and/or waive the recovery by the JCSD of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect. Further, solely to the extent necessary to comply with Mississippi law, any provision seeking to limit damages of the contracting party to the contract price or some other amount shall be of no force and effect.

6. Arbitration: The JCSD shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the JCSD to submit the resolution of a dispute to binding arbitration and that any such term or provision requiring the same shall be deemed to be of no force or effect.

7. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the JCSD to its right to a jury trial as to any aspect of a dispute between the parties hereto shall be of no force or effect.

8. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation or limiting the time for JCSD to pursue legal action or for any purpose shall be of no force and effect.

9. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: Notwithstanding any provision and/or language of the contract to the contrary, any provision seeking a waiver or to limit any applicable rights and/or remedies of the JCSD under the Uniform Commercial Code shall be of no force and effect.

10. Payments to Contractor: JCSD will deliver payments to Contractor no later than forty-five (45) days after receipt of invoice and receipt, inspection and approval of Contractor's products/services. Any provision that requires JCSD pay the contractor sooner are deleted. Any provision that requires JCSD pay Contractor any late charges shall have no force or effect.

11. Confidentiality: JCSD is subject to the Mississippi Public Records Act and the Mississippi Accountability and Transparency Act of 2008, and any provision requiring confidentiality in violation of the public records law shall have no force or effect.

12. Availability of Funding: The continuance of any JCSD contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of JCSD. This contract is cancellable with thirty (30) days' notice to the vender at the end of the fiscal period in the event funds are not appropriated by the funding authority.

13. Conflict of Terms: To the extent there is a conflict between the terms of this addendum and contracting party's contract document and/or documents, the terms of this addendum will control. Upon expiration or termination of this contract, the terms of this addendum shall survive and will apply with respect to any dispute that may exist between the parties.

14. Amendment: As between NCS Pearson, Inc. and Jackson County School District, even if not specifically provided for herein, the terms, conditions and provisions of the NCS Pearson, Inc., Quote/Proforma Number 457446, dated 09/24/2026 (Pgs. 1-2), the Terms and Conditions of Sale and Use of Pearson products (Provisions 1-16) (last updated 08/03/2026), and any other product specific terms and conditions, as well as any other legal policies, Terms of Use, Privacy Statement and Accessibility Policies referenced therein and/or other terms and conditions and/or documents that become a part of the agreement between the parties are hereby amended and modified, where necessary and applicable and to the extent necessary to comply with Mississippi law as set forth in the Mississippi Code of 1972, as amended, and as interpreted by the Mississippi Attorney General and the Mississippi Supreme Court.

Additional Terms and Provisions:

15. Any provision requiring JCSD to name the contractor as an additional insured is deleted. Any provision requiring JCSD to purchase insurance coverage beyond the coverage afforded JCSD pursuant to the Mississippi Tort Claims Act is deleted.

16. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

17. Any references to JCSD waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

18. JCSD does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law, including liquidated damages. JCSD does not agree to expend public funds for goods and/or services not received.

19. JCSD does not waive its sovereign immunity or any Constitutional Eleventh (11th) Amendment immunity to which it may be entitled.

NCS Pearson, Inc.:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)