



# Price Quote

100 S. Mill Ave  
 Suite 1700  
 Tempe, AZ 85281  
 877-725-4257

**Date** 5/13/2026  
**Quote No.** Q-248236  
**Acct. No.** 12217019  
**Total** 10,375.20  
**Pricing Expires** 10/11/2026

Jackson County School District  
 Federal Programs  
 Vancleave MS 39565  
 United States

Payment Term	Contract Start	Contract End
Net 30	8/1/2026	7/31/2027

Site	Description	End Date	Qty
Jackson County School District	Imagine Language & Literacy Reusable License	07/31/2027	90

**Subtotal** 10,375.20  
**Tax Total** 0.00  
**Total** 10,375.20

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services, as amended by the attached Exhibit A ("Terms and Conditions"). These Terms and Conditions are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document. Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to [AR@imaginelearning.com](mailto:AR@imaginelearning.com) or fax to 480-423-0213.

**Jackson County School District**

**District**  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**Imagine Learning Representative**

Rebecca Ladner  
 Account Executive -  
 rebecca.ladner@imaginelearning.com  
 imaginethefutureoflearning.com

**JACKSON COUNTY SCHOOL DISTRICT**  
**STANDARD CONTRACT ADDENDUM**

WHEREAS the Jackson County School District is 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, Imagine Learning LLC, 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 Price Quote No. Q-248236 (Dated 04/14/2026) (Imagine Language & Literacy Reusable License) (Contract State Date 08/01/2026; End Date 07/31/2027) as follows:

1. Term/No Automatic Renewal: Unless otherwise specified in the contract, the term of the contract or any renewal thereof shall only be for the current school year to which the agreement applies. There shall be no automatic renewals and if the contract does extend past that date, such contract will not be void but shall be voidable at the discretion of the School Board. Further, terms and provisions to the contrary notwithstanding, no contract can be entered into that binds a successor board.

**Exhibit "A"**

2. Renewal/Extension of Term: 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.

3. Governing Law: Mississippi law shall govern the interpretation of the agreement between the parties and any dispute that may arise between the parties. Nothing in the contract between the parties shall be interpreted to abridge, modify or reduce any of the defenses provided to the Jackson County School District by case law and/or statutes of the state of Mississippi.

4. Indemnity: The Jackson County School District shall not be subject to the terms of any provision or term in the contract requiring it to defend or indemnify any entity or party to the contract, and shall not be liable under any scenario for the other party's legal fees.

5. Venue/Exclusive Jurisdiction: The Courts of the State of Mississippi shall have exclusive jurisdiction of any dispute between the parties and the venue of said disputes shall be in Jackson County, Mississippi. Further, any entity or business which contracts with the Jackson County School District submits to the personal jurisdiction of the courts of Jackson County, Mississippi.

6. No waiver of Warranties: Notwithstanding any provisions to the contrary, any contract provision seeking to limit the Jackson County School District's recovery resulting from the breach of an express warranty or any implied warranty of merchantability or fitness for a particular purpose shall be of no force or effect.

7. 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, any provision seeking to limit and/or waive the recovery by the Jackson County School District of any type of damages, including but not limited to consequential, special and/or punitive damages shall be of no force and effect. Further, 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.

8. Arbitration: The Jackson County School District shall not be subject to the terms of any provision contained in the contract, supplemental terms or terms of use that would require the Jackson County School District 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.

9. No Waiver of the Right of Trial by Jury: Notwithstanding any provision to the contrary, any provision seeking a waiver by the Jackson County School District 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.

10. No Waiver or Statute of Limitations: Notwithstanding any provision to the contrary, any provision seeking to limit or modify a statute of limitation for any purpose shall be of no force and effect.

11. 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 rights and/or remedies of the Jackson County School District under the Uniform Commercial Code shall be of no force and effect.

12. Conflict of Terms: To the extent there is a conflict between the terms of this addendum or the terms of the contract, 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.

13. Amendment: Even if not specifically provided for herein, the terms, conditions and provisions of the Imagine Learning LLC, Price Quote No. Q-248236 (Dated 04/14/2026) (Imagine Language & Literacy Reuseable License),

(Contract Start Date 08/01/2026; End Date 07/31/2027) and Imagine Learning; LLC Terms and Conditions of Company Services (Provisions 1-13.10 and addendum) as well as any attendant documents and/or terms and conditions incorporated into 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.

Imagine Learning LLC:

Jackson County School District:

DocuSigned by:  
*Kelly Staniec* Vice President, Controller  
NAME & TITLE (SIGNED)

\_\_\_\_\_  
NAME & TITLE (SIGNED)

Kelly Staniec, VP, Corporate Controller  
NAME & TITLE (PRINT)

\_\_\_\_\_  
NAME & TITLE (PRINT)

May 13, 2026  
(DATE)

\_\_\_\_\_  
(DATE)