



Proposal #009394770

Prepared For

Jackson Co School District

Attention:

Katrina Rutland

krj2295@jcsd.ms

For the Purchase of:

Read 180 & Math 180 Dedicated: Coachly 3-Month Licenses

Prepared By

Lori Paschal Patton

lori.patton@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

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

Send **Check Payments** to:
HMH Education Company
14046 Collection Center Drive
Chicago, IL 60693

Attention:
Katrina Rutland
krj2295@jcsd.ms

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Date of Proposal: 7/28/2025

Proposal for
Jackson Co School District

Expiration Date: 10/31/2025

ISBN	Title	Price	Quantity	Value of All Materials
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Professional Services - Read 180
Coaching

1883309	9798202011047	Read 180 on Ed Coachly Pilot Digital License 3-Month Grades 3-12	\$375.00	1	\$375.00
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Total for Coaching

<u>Total for Professional Services - Read 180</u>	\$ 375.00
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Professional Services - Math 180
Coaching

1883310	9798202011054	Math 180 on Ed Coachly Pilot Digital License 3-Month Grades 5-12	\$375.00	1	\$375.00
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Total for Coaching

<u>Total for Professional Services - Math 180</u>	\$ 375.00
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<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$750.00
<i>Shipping & Handling:</i>	\$0.00
Total Cost of Proposal (PO Amount):	\$750.00

****Please add proper sales tax to your order****

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009394770

Sold:0000146274 Ship:0000146274

Page 2 of 3

Please submit this form with your purchase order

Proposal for Jackson Co School District

Total Cost of Proposal (PO Amount): \$750.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
 - o Email address for Accounts Payable contact
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Jackson County School District 4701 Col Vickery Rd Vancleave, MS 39565-6764	Sold to: Jackson County School District 4701 Col Vickery Rd Vancleave, MS 39565-6764
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- Please provide funding start and end dates.
- Please note HMH bills products and services as they are fulfilled. You may receive multiple invoices for your order.
- HMH reserves the right to transmit documents electronically.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 7/28/2025

Proposal Expiration Date: 10/31/2025



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Exhibit "A"

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, HMH Education Company ("VENDOR"), 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 relating to Proposal #009394770 (Date of Proposal 07/28/2025), 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.

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 Vendor 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 to the extent it is contrary to Mississippi law, but otherwise fully enforceable.

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 except when the damages are caused by the District's negligence, willful misconduct or material breach of this addendum or Agreement, or third parties beyond the control of the Vendor, provided that in an event Vendor is required to indemnify District, Vendor shall be entitled to contribution to the extent of the relative fault, if any, of the District to the extent it is contrary to Mississippi law, but otherwise fully enforceable. 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 to the extent it is contrary to Mississippi law, but otherwise fully enforceable.

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 Agreement between the parties relating to Proposal #009394770 (Pgs. 1-3) (Date of Proposal 07/28/2025), including but not limited to the HMH Standard PreK-12 Terms of Purchase located at <http://www.hmhco.com/common/terms-conditions>, Terms of Use (last updated 03/04/2022; Provisions 1-13), Privacy Policy (last updated 04/04/2019), as well as any other terms and conditions of purchase provided for therein, and any other attendant documents that are made 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.

VENDOR:

HMH Education Company

Lisa A. Jacobson
NAME & TITLE (SIGNED)

Lisa Jacobson, Sr. Director Bids & Contracts

NAME & TITLE (PRINT)

August 14, 2025

(DATE)

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

(DATE)