
SUMMARY:

Address PO To:

MACKIN EDUCATIONAL RESOURCES
ATTN: ORDERS DEPARTMENT (orders@mackin.com)
3505 COUNTY ROAD 42 WEST

BURNSVILLE, MN 55306

Date: 7/2/2024

Customer #: 51712

JACKSON COUNTY SCHOOL DISTRICT

Quote #: 51712MS-SDC24-25

Ship JACKSON COUNTY SCHOOL DISTRICT

To:

4700 COLONEL VICKREY RD

VANCLEAVE, MS 39565

MISSISSIPPI SHARED DIGITAL COLLECTION (MS-SDC) MEMBERSHIP

2024-25 MIDDLE SCHOOL COLLECTION (6-8) (501-1,000 STUDENTS)	East Central	\$750.00
2024-25 MIDDLE SCHOOL COLLECTION (6-8) (501-1,000 STUDENTS)	Van Cleave	\$750.00
2024-25 MIDDLE SCHOOL COLLECTION (6-8) (1,001-2,000 STUDENTS)	St. Martin	\$1,000.00
2024-25 HIGH SCHOOL COLLECTION (9-12) (501-1,000 STUDENTS)	East Central	\$750.00
2024-25 HIGH SCHOOL COLLECTION (9-12) (501-1,000 STUDENTS)	Van Cleave	\$750.00
2024-25 HIGH SCHOOL COLLECTION (9-12) (1,001-2,000 STUDENTS)	St. Martin	\$1,000.00

TOTAL:

\$5,000.00

U.S. Dollars

*Purchase Orders can be sent to orders@mackin.com. If possible, please include copy of quote with PO.

*Email questions to sharedcollections@mackin.com

*This quote is valid until the PO deadline (12/6/2024). The Jackson County School District Standard Contract Addendum attached hereto as Exhibit "A" is hereby incorporated into the Agreement between the parties.



Digital Services Manager

7/2/2024

Mackin Educational Resources

Address: 3505 County Road 42 West, Burnsville, MN 55306

Phone: 800-245-9540 Fax: 800-369-5490 Email: mackin@mackin.com

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, Mackin Educational Resources, 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 Mackin Educational Resources Price Quote #51712MS-SDC24-25 (dated 07/02/2024) and the Agreement between the parties for the 2023-2024 school year 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 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 Mackin Educational Resources Price Quote #51712MS-SDC24-25 (dated 07/02/2024) Agreement for the 2024-2025 school

year; Mackin Educational Resources Terms and Conditions (pgs. 1-4); and Mackin Educational Resources Privacy Policy (pgs. 1-4), as well as any attendant document and/or documents 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.

Mackin Educational Resources:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)