



Quote

Progress Learning, LLC
800 Battery Ave SE, Suite 300, Atlanta, GA, 30339
Phone: 1-877-377-9537
Email: orders@progresslearning.com

Quote #:
Date:
Expires On:

Q-49559-1
3/17/2026 4:52 PM
5/31/2026

Jackson County School District (MS)
Federal Programs
4700 Colonel Vickrey Rd
Vanceleave, MS 39565
United States

Contact:
Email:

Quote Summary	
School Count	1
Subscription Start-End Dates	6/1/2026-5/31/2027
Progress Learning Products and Services Total	\$12,500.00
Applied Discounts	\$3,125.00
Grand Total	\$9,375.00

This quote includes:

To accept this offer, please sign and return this quote. Please submit all purchase orders to orders@progresslearning.com. If your organization does not require a purchase order, check the box below and we will send you an invoice that reflects the quote.

My organization does not require a purchase order prior to invoicing

Services will not begin until we have received either a signed quote or a valid purchase order. The invoice will be issued pursuant to this quote on the date of purchase order receipt, or on the date of quote signature if no purchase order is required. Payment is due net 30.

By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from Progress Learning are subject to and incorporate the terms and conditions found at <https://progresslearning.com/product-terms-of-use/>

Jackson County School District (MS)	
Name:	
Signature:	
Title:	
Date:	
Expected Date of Purchase Order:	

For changes or additional information, please contact Megan Gailey at or megan.gailey@progresslearning.com.

VanCleave Middle School

Products and Services	Start Date	End Date	List Price	Discount	Total
Middle School Progress Learning	6/1/2026	5/31/2027	\$12,500.00	\$3,125.00	\$9,375.00
Liftoff	6/1/2026	5/31/2027	Included	\$0.00	\$0.00
VanCleave Middle School Subtotal			\$12,500.00	\$3,125.00	\$9,375.00

Discount: \$3,125.00

Grand Total: \$9,375.00

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 Vancleave Middle School is a school in the Jackson County School District, 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, Progress 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 Quote #: Q-49559-1 (dated 03/17/2026) (Middle School Progress Learning and Liftoff subscription start date 06/01/2026, end date 05/31/2027) and the Agreement between the Jackson County School District and Progress Learning, LLC, as follows:

1. Term/No Automatic Renewal: There shall be no automatic renewals. 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.

4. Indemnity: To the extent prohibited by applicable law, 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 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 unless otherwise provided by applicable law. 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 unless otherwise provided by law.

6. No waiver of Warranties: To the maximum extent required under Mississippi law, 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: To the maximum extent required under Mississippi law, 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.

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 a claim of material breach shall be of no force and effect.

11. No Waiver of Limitation of Rights or Remedies Under the Uniform Commercial Code: To the maximum extent required under Mississippi Law, 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: As between Progress Learning, LLC and the Jackson County School District, even if not specifically provided for herein, the terms, conditions and provisions of the Quote #: Q-49559-1 (dated 03/17/2026) (Pgs. 1-2) (subscription start date 06/01/2026, end date 05/31/2027), the Progress Learning, LLC Website Terms of Service (Provisions 1-11, Pgs. 1-4, inclusive) (effective date 07/11/2022); Progressive Learning, LLC Product Privacy Policy (Pgs. 1-4) (effective date 07/11/2022); as well as any other terms, conditions and/or other documents that may be a part of the Agreement, 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.

Progress Learning, LLC:

Jackson County School District:

NAME & TITLE (SIGNED)

NAME & TITLE (SIGNED)

NAME & TITLE (PRINT)

NAME & TITLE (PRINT)

(DATE)

(DATE)