

**JACKSON PUBLIC SCHOOL DISTRICT**  
**Post Office Box 2338**  
**Jackson, Mississippi 39225-2338**

**AGREEMENT FOR USE OF SURPLUS TEXTBOOKS**

This Agreement is made the \_\_\_ day of \_\_\_, 2006, by and between the Jackson Public School District (the "District" or "JPSD") and \_\_\_\_\_, whose address is \_\_\_\_\_  
"Parent " or "Legal Guardian").

WHEREAS, JPSD has agreed to make available to the parents or legal guardians of home school students, any surplus textbooks that will assist in the home school instructional program;

WHEREAS, the parent or legal guardian desires to accept the JPSD's proposal pursuant to the terms and conditions set forth therein and in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants made herein and for other good and valuable consideration the receipt of sufficiency of which are hereby acknowledged, the District and Parent or Legal Guardian agree as follows:

**Scope of Work:**

The scope of work shall be to make available to the parent(s) or legal guardians of home school students, upon request, any surplus textbooks that will assist in the home school instructional program.

**Responsibilities:**

The parent(s) or legal guardian is responsible for the return of the textbook(s) to the district upon completion of the textbook(s) use as part of the home school instructional program. Failure to return the textbook(s) to the school district will result in the parents or legal guardians being responsible for compensating the school district for the fair market value of the textbook(s).

**Term:**

The term of this Agreement shall commence on \_\_\_\_\_ \_\_\_, 2006, and shall terminate upon completion and return of the textbook(s) to the Jackson Public School District. Parent or Legal Guardian is responsible for complying with all rules, statutes, and regulations of the State of Mississippi.

**Access by Vendor to District Locations:**

The District shall provide home school students accompanied by their parent or legal guardian access to public school libraries within the District for use as a part of the home school instructional program.

**Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

**Entire Agreement:**

This Agreement constitutes the entire agreement between the Jackson Public School District and \_\_\_\_\_ and there are no understandings, agreements or representations, oral, express or implied, respecting this Agreement or the scope of work to be performed hereunder.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of date first written above.

**Jackson Public School District**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Parent or Legal Guardian**

**By:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_