

## CONTRACT FOR Learning Ally Audiobook Solution SERVICES

This AGREEMENT is made and entered into this day of February 3, 2025, between Learning Ally, Inc., with offices located at 20 Roszel Road, Princeton, NJ 08540 (hereinafter referred to as “Provider”) and Union Township Board of Education, with offices at 2369 Morris Avenue, Union, NJ 07083 (hereinafter referred to as the “Board”) , which administers contract for the Union Township District (collectively, the “Parties”).

Provider is engaged in the business of providing audiobooks for use by middle school and high students through a grant provided by the New Jersey Department of Education and Board has identified a need for such services to be provided to students in the District.

The Board is a duly organized Board of Education organized pursuant to N.J.S.A. 18A:18A-1 *et seq.*

WHEREAS, it is the desire of both parties to make provision for such services, in accordance with the terms of the Agreement.

THEREFORE, in consideration of the mutual covenants expressed herein, Provider and Board agree to the terms and conditions set forth herein:

### I. RESPONSIBILITIES OF PROVIDER

- A. Provider will provide access to its online audiobooks as further identified in its proposal dated 1/23/2025, attached hereto and made a part of this Agreement.
- B. The library of audiobooks will be provided to the District at no charge.
- C. Provider represents that it has any required license to make the audiobooks available to the District. Provider shall indemnify and hold harmless the District from and against all claims, causes of action, or damages arising out of any infringement of intellectual property rights arising out of use of the audio books by the District.
- D. Provider shall comply with the Children’s Online Privacy Protection Act, 16 CFR Part 132, in connection with the use by students of any technology to access the audiobooks.
- E. Payment of Personnel. Provider, as an employer, shall remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Worker's Compensation, Social Security, employment and other insurance requirements for its personnel.

F. Confidentiality. Provider agrees that all information and knowledge that it receives from the Board, or by virtue of providing services under this Agreement shall be held strictly confidential and shall not be disclosed to any person except to the Board or with the Board's prior written permission, and except as may required in connection with the NJDOE grant requirements.

**II. RESPONSIBILITIES OF BOARD**

- A. The Board shall provide a Purchase Order, noting that there is no fee for receipt of the audiobooks, and any other documentation that the Provider may need in connection with the NJDOE grant.
- B. The District shall provide instruction and/or equipment necessary to enable the students to access the audiobooks.

**III. TERM**

This Agreement will come into effect beginning on the execution of this Agreement\_ and will remain in effect through June 30, 2026.

**THE PARTIES hereby agree to the terms of this Agreement:**

**PROVIDER**

**BOARD OF EDUCATION**

Learning Ally Tim Wilson

Print name/Title: Tim Wilson Chief Financial Officer

Print Name/Title:

Dated: 2/4/2025

Dated: \_\_\_\_\_

## LEARNING ALLY PROPOSAL

**Through our partnership with the NJDOE, Learning Ally is able to provide access to the Learning Ally Audiobook Solution at no charge to the Union Twp School District to the schools named on the proposal. This provision will continue as long as the NJDOE continues to fund the initiative.**

