



Assistance League®
March 2018
pp\mf

AGREEMENT WITH MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT

This agreement is entered into by Assistance League® of Los Altos hereinafter referred to as Assistance League, located at 169 State St., Los Altos, CA 94022 and Mountain View Whisman School District, hereinafter referred to as School, located at 1400 Montecito Ave., Mountain View, CA 94043.

1. Operation School Bell® is a philanthropic program designed by Assistance League to provide any or all of the following school supplies, books and materials, or other like services as designated in this agreement.
2. **Obligations of Assistance League.**
 - A. Assistance League shall furnish school supplies, books and materials. Service will be provided to socioeconomically disadvantaged students as needed until designated program funds are exhausted.
 - B. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 2A.
 - C. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.
 - D. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.
 - E. Assistance League shall complete the Philanthropic Programs Three-Year Agreement Review Form.
3. **Obligations of School.**
 - A. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 2.D. above.
 - B. Appoint a contact person to interface with Assistance League.
 - C. School personnel shall identify prospective recipients or participants.
 - ~~D. If students must be transported to the Operation School Bell® facility or store for outfitting, School shall coordinate and provide such transportation at its expense.~~
4. **Public Relations.**
 - A. Assistance League shall have prominent identification with the program.
 - B. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.

C. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to Consent Regarding Photographs)

5. Term, Renewal and Termination.

The term of this agreement is three (3) years, together with four (4) three (3) year renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

6. Memorandum of Understanding/Other Agreements.

If a Memorandum of Understanding or other agreement is required by School, attach a copy to this agreement. It is the responsibility of Assistance League to have Memorandum of Understanding and other documents reviewed by legal counsel.

Additional Documents Attached: Yes No

7. Signatures and Dates.

Assistance League of Los Altos

Nancy Brubaker
President

Nancy Brubaker

Printed Name

3/10/21
Date

Dianne Chambliss
(Recording) Secretary

Dianne Chambliss

Printed Name

3/10/21
Date

Grace Pedersen
Vice President Philanthropic Programs

Grace Pedersen

Printed Name

3/10/2021
Date

Mountain View Whisman School
District

District / School Name

Signature

Printed Name / Title

Date