

# MEMORANDUM OF UNDERSTANDING

between

## SHREWSBURY PUBLIC SCHOOLS and SHREWSBURY YOUTH SOCCER

### I. PURPOSE

The purpose of this Memorandum of Understanding [MOU] is to set forth the terms and conditions of a donation by Shrewsbury Youth Soccer [SYS] to the Shrewsbury Public Schools [SPS] in the amount of \$100,000 to be used exclusively for the installation of an artificial turf field at the Shrewsbury High School Stadium [the Project], located at 64 Holden Street, Shrewsbury, Massachusetts pursuant to M.G.L. c.44 S. 53A;

### II. TERMS AND CONDITIONS

In accordance with School Committee Policy 911 and in exchange for SYS's donation of \$100,000 and subject to the conditions herein, the Committee agrees to characterize the funds as a donation for the installation of the Project whose dollar value of the donation be counted as a prepaid credit towards the future rental cost by SYS at a discounted rate of \$75 per hour for the field, subject to field availability as determined by SPS. The \$75 rental rate will remain in place towards SYS future use until the total donation amount has been exhausted. *[The current artificial turf field rental rate for Shrewsbury non-profit groups is \$80 per hour and non-Shrewsbury or for-profit groups is \$150 per hour. These rates are subject to annual review and change by the School Committee.]*

The donation funds will also be counted as a prepaid credit towards the cost for use of field lights when used and cost for a field staff monitor, or other SPS staff when required by SPS for the supervision, access, or general caretaking of the field when rented by SYS. Rates for these services are determined by the School Committee.

When the value of the SYS donation funds has been exhausted by use of the field at \$75 per hour and the costs of related services for lighting and monitoring, then SYS may choose to continue renting the turf field, subject to availability, at the usual and standard rental rate as established by the School Committee.

SPS reserves the right to limit the hours and types of use or size of events held on the artificial turf field so as to protect the field from inappropriate uses, conduct routine or extraordinary maintenance, or conduct other activities in the best interest of SPS.

SPS will construct an artificial turf field when sufficient funds for the total Project have been received in the capital campaign account. SPS intends to allow community use of the field only after the installation of the Project has been completely closed out from a financial and legal perspective and community use operating and monitoring procedures are sufficiently in place to protect this asset.

SYS use of the artificial turf field must comply with all other use regulations as may be published separately. Such regulations may include but not be limited to: restrictions or prohibitions of foods and/or drinks on the field; the prohibition of animals or certain equipment; or limitations during specific weather conditions that may cause damage to the field or pose a risk to participants.

### **III. RIGHTS AND AUTHORITY OF SHREWSBURY PUBLIC SCHOOLS**

By entering into this MOU, SPS retains singular authority, control, and rights of use of the field and all property and activities at Shrewsbury High School as provided by statute; federal, state or local regulation; and local Town Charter or by-law; or requirements of the MIAA or other regulatory bodies. SPS retains its right to maximize field rental revenue and schedule Shrewsbury youth sports groups in a way it deems equitable when it receives multiple requests for use for the same dates and/or times. In recognition of this donation, SPS and SYS will work together to devise a use schedule for SYS in advance of the Fall, Spring, and Summer seasons. Once a rental schedule between SPS and SYS is agreed upon for each playing season, it will only change if unanticipated circumstances arise that require such change. Such circumstances may include but not be limited to field maintenance, severe weather, or time-sensitive needs of the Shrewsbury High School Athletic Program.

### **IV. CONVEYANCE OF DONATION PAYMENT**

SYS agrees to provide to the Shrewsbury Public Schools a donation payment in the amount of \$100,000 by February 21, 2018.

### **V. COMPLETE AGREEMENT & SEVERABILITY**

This MOU is the complete and entire agreement between SPS and SYS regarding the donation of \$100,000 in exchange for future use of the artificial turf field.

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms hereof shall remain in full force and effect.

**VI. EFFECTIVE DATE AND SIGNATURE**

This MOU shall be effective upon the affirmative votes of the School Committee of the Shrewsbury Public Schools and the Board of Directors of Shrewsbury Youth Soccer as verified by their respective duly authorized representatives below.

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[Signed]

\_\_\_\_\_  
[Signed]

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[Printed]  
Shrewsbury Public Schools, Chairperson

\_\_\_\_\_  
[Printed]  
Shrewsbury Youth Soccer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date