

March 17, 2021

Dear Commissioners,

We write in response to your question: *What specific issues were unable to be resolved between the Field fund and the MVRHS a few years ago that led to the termination of negotiations? If the general sticking point was the terms of a license agreement, what aspects of that agreement were unable to be agreed?*

As you are aware, in 2017, The Field Fund, Inc. attempted to gift the MVRHS a new track with a grass infield for the summer of 2018, along with long-range plans for a renovated campus and ongoing maintenance support. After months of negotiations, never-ending legal hurdles from MVRHS' legal team, and \$55,000 in legal expenses (on our side), The Field Fund suspended our effort and focused on other island fields.

Here is the sequence of events:

February 2017

Mollie Doyle reached out to Matt D'Andrea saying, "Quick question, would the MVYPS be open to the idea of putting turf on hold if somebody or a group would underwrite the renovation and upkeep of all the island school's grass fields for five years?" This outreach prompted a series of meetings and a site visit by Natural Grass Advisory Group's Jerad Minnick, leading to a formal proposal for a new track and upgraded, all grass campus.

May 11, 2017

The MVRHS School Committee voted to authorize the Superintendent to work with The Field Fund to create a legal agreement for our gift, which included:

- Installation of a new track with a grass infield
- Upgrades to all the MVRHS fields, including irrigation and well upgrades; and possibly even creating new fields on the campus
- Creation of a new groundskeeping position at MVRHS as well as an Island Grass Superintendent
- Collaboration with the MVRHS Horticulture Department to help educate students in sustainable land care
- Donation of necessary equipment for the maintenance of these fields
- Endowment for field maintenance and the groundskeeping position
- Additionally, we committed to work with the Island elementary schools to upgrade their playing fields and support them with their ongoing maintenance (which we have been doing since 2018)

Early June 2017

Once the MVRHS had voted to enter into negotiations with The Field Fund, we got to work. By early June we had:

- Enlisted the help of the Permanent Endowment to serve as a fiscal agent for the project as The Field Fund had yet to become an official 501(c)(3) non-profit.
- Lined up landscape architect Pamela Shadley of Shadley Associates – a MA landscape design firm – to help design the field and track.
- Worked with The Tower Foundation to secure a loan to The Field Fund to cover the estimated two million dollars in expenses for Phase I of the project to demonstrate our commitment to getting the work done as efficiently as possible.
- Organized a meeting between the attorneys and teams representing each party to meet in person to discuss the terms of the agreement. Per the MVRHS request, our attorney drafted an agreement based on the MVRHS agreement with MV@Play.

June - August 2017

Over the following months, The Field Fund worked to deliver on our proposal and proffer a legal agreement satisfactory to both parties. We sent the MVRHS leadership regular updates on our progress which can be found [here](#).

While hashing out legal agreements is rarely easy, what transpired with MVRHS' counsel – lack of urgency during the negotiations (despite the pleas from the athletic community for a new track), new legal demands at every turn far beyond what had been asked of MV@Play, and ultimately rejecting all of our proposals while offering no reasonable counter-proposals – made it impossible to move forward.

Below are some of the sticking points. The final point was never resolved.

- Reluctance regarding the Ground Penetrating Radar Survey, which had been recommended by our landscape architect after members of MVRHS staff referenced cars and other potentially contaminating debris buried under the infield of the current track.
- Ownership of The Field Fund's initial surveys and site investigative work before entering into the Project License with us and before rescinding their agreement with MV@Play.
- That The Tower Foundation guarantee all obligations related to the Project – not just payment of the two million dollars estimated for the costs of architects, engineers and the construction contractor.
- A legally binding agreement that the gift would remain intact for a **mutually agreeable** period of time (we agreed to 10 years). MVRHS council claimed, without citing any legal precedent, that such a commitment – or even a commitment to keep the fields grass for just one day – regardless of how it was structured, would represent a “conveyance of an interest in real property.” (See memo below.)
 - Our attorney talked with the General Counsel for the Massachusetts Association of School Committees who said that MVRHS counsel's interpretation of the law was very narrow and that these laws in fact are designed to be broadly interpreted so that schools, particularly regional schools, can receive gifts with reasonable conditions. No donor would invest significant money in a project if there was no guarantee it would remain intact for a period of time.
 - Our final offer was simple, efficient, and would have provided the District with approximately two million dollars of cash for engineering and construction of the track and a grass infield, with a commitment to upgrading the rest of the fields once the school had completed its building master planning. MVRHS' counsel had indicated on more than one occasion that the exemptions from procurement and public bidding rules for contracts using gifts and the powers of a school committee to accept gifts work best if the gifts are gifts of money. So we restructured the gift accordingly, only to have it also deemed unacceptable by the MVRHS' counsel.

September 2017

After spending \$55,000 in legal fees yet no closer to an agreement, The Field Fund made the decision to formally rescind our offer. However we left the door open for a future partnership. They have never circled back.

Meanwhile, during this time, The Field Fund, incorporated as a non-profit, began supporting elementary school and town fields, and doing the work we said we would do.

Please let us know if you have any further questions.

Respectfully,
Mollie Doyle, Dardanella Slavin, Rebekah Thomson

TO: The Field Fund, Inc.
FROM: Blair & Roach, LLP
DATE: August 4, 2017
SUBJECT: Massachusetts Statutes/Documents

I. Massachusetts Statutes. Most often, the School District's Attorneys have based their refusal to work together on mutually acceptable language on two statutes – applicability of Public Bidding Laws and the Powers of Regional School Districts under Massachusetts Laws.

A. Public Bidding. M.G.L. Chapter 30B provides several exemptions from the Public Bidding Statute including Section 1(b)(20) which clearly provides an exemption for:

“A contract that is funded by proceeds derived from a gift to a governmental body or a trust established for the benefit of a governmental body”.

Although the exemption is clear on its face, the District's Attorneys claim that it only covers cash gifts even though after the work on the fields is completed, The Field Fund, Inc. is required to and will in fact gift the work to the District.

B. Power of School District. M.G.L. Chapter 71, Section 16(i) grants the District general powers and the following specific power:

“To receive any grants or gifts for the purposes of the regional school or schools”.

The District's Attorneys have claimed that any restriction regarding the length or scope of maintaining the fields as grass fields would constitute the granting of a “conveyance of an interest in real property” which would require special legislation. It is self-evident that an agreement to maintain the fields as grass fields is not a conveyance of an interest in real property. Section 16(i) grants the District the power to accept the gift of the work on the fields regardless of any actual or perceived associated agreement or restriction.

C. Documents. Prior to our 7/31 Attorneys only meeting, we understood that the District was ready to move forward with final language details. Instead, other issues were once again raised that seemed to be previously resolved. The District's Attorneys committed to deliver revised documents on 8/2 which was revised by the District's Attorneys to 8/3 because of their need to speak with the Superintendent. Instead, we received the attached 8/4 email from Nancy Campany but no documents.