

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE ASHEVILLE CITY BOARD OF EDUCATION AND  
THE COUGARS LACROSSE ALLIANCE**

This Memorandum of Understanding ("Agreement") sets forth the terms of the arrangement between The Asheville City Board of Education, the legal and administrative entity for Asheville High School ("High School" or "AHS") and the Cougars Lacrosse Alliance ("Alliance"), a North Carolina non-profit corporation, to organize and fund an NCHSAA-sanctioned men's lacrosse team at Asheville High School ("AHS lacrosse team") during the following school years: 2018-19, 2019-20, 2020-21, 2021-22 (4-year commitment).

**I. COMMITMENTS BY THE HIGH SCHOOL**

- A. The High School will submit a *NCHSAA Declaration of Intent to Play Lacrosse 2018-2019* form signed by the Principal and Athletic Director ("AD") within five (5) days after execution by the Parties.
- B. The High School will provide:
  - 1. A practice field for the AHS lacrosse team at AHS facilities, when available, or at alternative sites within Buncombe County when AHS facilities are not available;
  - 2. Game field, including lighting, security and janitorial services as necessary, for all AD-approved AHS lacrosse team home games during the spring lacrosse season at AHS stadium. For home games held at alternative sites in Buncombe County, AHS will provide security as necessary;
  - 3. Locker room or gear storage facilities on the AHS campus for the AHS lacrosse team will be provided throughout the spring lacrosse season;
  - 4. Locker room facilities for home and visiting lacrosse teams during each home game held at AHS facilities. AHS cannot guarantee locker room facilities for either the home or visiting team when home games are held at alternative sites;
  - 5. Activity bus for all AHS lacrosse team away games and home games/practices when home games/practices are held at alternative sites during the spring lacrosse season;
  - 6. Officials for each lacrosse home game;
  - 7. Uniforms for each member of the AHS lacrosse team, to include jersey and shorts;
  - 8. An additional trainer for offsite practices and games, as required per National Athletic Trainers' Association guidelines; and
  - 9. A bus driver for all home games/practices that are held at alternative sites and away games during the spring lacrosse season, provided that neither

the coach, the assistant coach, nor a volunteer is licensed and approved to drive a High School-owned bus.

- C. The High School will be responsible for all administrative duties related to:
  - 1. Player eligibility;
  - 2. Game scheduling (the AD must expressly approve all scheduling);
  - 3. Coach compliance records;
  - 4. Hiring and selecting coach(es), including determining the duties and responsibilities of coaching staff and evaluating the coaching staff;
  - 5. Addressing parent or community concerns regarding the AHS lacrosse team; and
  - 6. Any other obligations imposed by the High School, NCHSAA, NFHS or other regulatory authority.
  
- D. The High School will organize and retain the proceeds of all tickets, Cougar gear, clothing sales and concession sales at all AHS lacrosse team home games.

## II. COMMITMENTS BY THE ALLIANCE

- A. The Alliance will assist the AD in performing the administrative tasks associated with the performance of this Agreement including, but not limited to: acquiring alternatives sites for practices and home games when AHS is not available; providing qualified coaching candidates for consideration; and other administrative tasks as requested by the AD.
  
- B. The Alliance will provide all funds to AHS to start and retain a lacrosse team at AHS during the term of this Agreement. The Alliance understands that AHS does not have the financial resources itself to start a new men's lacrosse program and it is the Alliance's intent to assume the full financial responsibility for the cost of the men's lacrosse program during the term of this Agreement. The Alliance's complete Itemized Budget ("Budget") is incorporated herein and attached hereto as Exhibit A. The Budget includes, but is not limited to, funds to:
  - 1. Recruit and pay a stipend for one head coach and at least one assistant coach (payment to coaches shall align with the Asheville City Schools coaching pay scale and/or the Asheville City Schools pay scale supplement);
  - 2. Pay a rental/lease fees associated with alternatives sites for home games/practices, if any;
  - 3. Pay an additional trainer for offsite practices and games, as required per National Athletic Trainers' Association guidelines;

4. Pay officials for each AHS lacrosse team home game;
  5. Purchase all required protective equipment, supplies and uniforms for each member of the AHS lacrosse team;
  6. Recondition or replace helmets as needed;
  7. Pay for a bus driver, and cost of fuel for the bus, for all home games and practices at alternative sites and away games during the spring lacrosse season, provided that neither the coach, the assistant coach, nor an approved volunteer is licensed and approved to drive a High School-owned bus; and
  8. Pay a stipend to the AD in the amount of \$250 per year, for the term of this Agreement, to compensate the AD for his additional duties associated with the undertaking of the men's lacrosse program.
- C. For all home games either at AHS or an alternative site, the Alliance will be responsible for setting-up the field and for lining the field. For home games and practices at AHS, when lining the field, the Alliance must use a temporary chalk application (permanent marking is prohibited). The Alliance shall make reasonable efforts to remove the temporary chalk application in the event that another athletic event, primarily women's soccer, occurs on the AHS field prior to the next lacrosse game. The Alliance shall remove the temporary chalk application at the end of the lacrosse season.
- D. The Alliance will provide to AHS the equipment and supplies, with AD approval, or the funds to purchase the equipment and supplies listed in Exhibit A. The Alliance understands that any in-kind donation of equipment and supplies to AHS will become AHS' property.
- E. Except for coach/AD stipends, all required payments/reimbursements to be made to AHS by the Alliance shall be paid to the AHS. All coach/AD stipends required to be paid herein by the Alliance shall be paid to Asheville City Schools. No stipends shall be paid directly from the Alliance to the coach or AD.
- F. The Alliance shall not recruit any students from out-of-district public or private schools for the sole purpose of participating in the lacrosse program at AHS and shall abide by all rules and regulations promulgated by the NCHSAA.

### III. PLAYER RESPONSIBILITIES

Individual members of the AHS lacrosse team shall be responsible for providing their own:

- A. Lacrosse sticks;
- B. Footwear/cleats;
- C. Protective cup;
- D. Mouth guard;

- E. Individual athlete accident insurance required by the High School;
- F. Individual Cougar wear, including socks, jackets, bags etc.; and
- G. Any other costs or fees normally charged of athletes by the High School.

#### IV. FUNDING

- A. Funding for the AHS lacrosse team from the Alliance will adhere to the following time schedule:
  - 1. The Alliance will fund sixty (60%) of itemized budget for initial year by December 1, 2018. If the Alliance is unable to meet the December 1, 2018 deadline, the High School will delay the inaugural year of the ACS lacrosse team until the Spring of 2020.
  - 2. The Alliance will fund the remaining balance of the itemized budget for the initial year by February 1, 2019. If the Alliance is unable to meet the February 1, 2019 deadline, the High School will delay the inaugural year of the ACS lacrosse team until the Spring of 2020.
  - 3. The Alliance will provide all funds in future years of this Agreement by October 15<sup>th</sup> of each year (2019, 2020 and 2021).
  - 4. All accepted in-kind provisions of equipment and supplies referred to herein will reduce the balance owed by the amount budgeted for that item.
- B. The High School shall submit a financial accounting of all funds received from the Alliance by June 30 of each fiscal year of this Agreement. Any unexpected expenses, in excess of the budgeted amount, as noted in the accounting, will be submitted to the Alliance and the Alliance shall reimburse the High School for all reimbursable unexpected expenses. Any funds provided by the Alliance not used by the High School will be maintained by the High School and applied to the next year of this Agreement. Any unused funds in the last year of the Agreement shall be maintained by the High School to fund the AHS lacrosse team. If the AHS lacrosse team no longer exists, the High School shall return any unused funds to the Alliance.
- C. Any funds provided by the Alliance to the High School during a year when this Agreement is terminated, and the AHS lacrosse team is dissolved, will be returned to the Alliance, less any expenses for that year that have already been incurred.
- D. Failure by the Alliance to provide the funding as required herein could result in the ACS lacrosse program being terminated.

#### V. MISCELLANEOUS

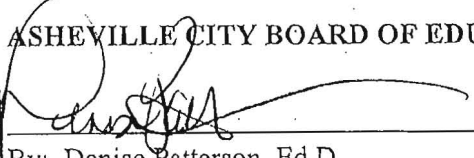
- A. Both parties acknowledge that the need for gender equity opportunities may

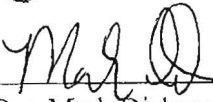
require either: (1) additional funding to support both male and female teams in the future; or (2) dissolution of the men's AHS lacrosse team.

- B. This Agreement shall be in effect as of the date signed until June 30, 2022. All reasonable efforts will be made to fund the AHS lacrosse team with public funds during subsequent years; however, AHS makes no commitment to such funding.
- C. MODIFICATION. This Agreement may only be modified with the express and written consent of both parties, a copy of such writing will be added to and maintained with copies of this original Agreement. Each party shall act in good faith in responding to requests for modification in order to address any circumstances which may be unforeseen at the time this Agreement is entered into.
- D. TERMINATION. The High School may terminate this agreement for any reason by providing the Alliance with thirty (30) days' written notice. The Alliance may terminate this Agreement for any reason by providing one-hundred twenty (120) days' written notice. This Agreement may also be terminated by mutual consent of the Parties. If either party terminates this Agreement, the High School may dissolve the AHS lacrosse team.

Effective this 5<sup>th</sup> day of November 2018.

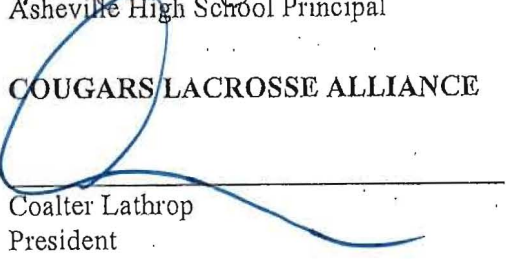
**ASHEVILLE CITY BOARD OF EDUCATION**

  
By: Denise Patterson, Ed.D.  
Superintendent

  
By: Mark Dickerson, Ed.D.  
Assistant Superintendent of Administration

  
By: Dr. Jesse Dingle  
Asheville High School Principal

**COUGARS LACROSSE ALLIANCE**

  
Coalter Lathrop  
President

# **EXHIBIT A**

| <b>2019 Asheville High School Varsity Lacrosse Budget</b> |                 |                 |                   |                    |                          |  |
|---|-----------------|-----------------|-------------------|--------------------|--------------------------|--|
| <b>FINANCIAL COMMITMENT - COUGARS LACROSSE ALLIANCE</b>   |                 |                 |                   |                    |                          |  |
| <b>DESCRIPTION</b>  | <b>QUANTITY</b> | <b>COST PER</b> | <b>TOTAL COST</b> | <b>FIRST STICK</b> | <b>TOTAL CASH NEEDED</b> |  |
| <b>START-UP COSTS / FIRST YEAR 2018-2019</b>              |                 |                 |                   |                    |                          |  |
| Lacrosse Goals (game quality)                             | 2               | \$275.00        | \$550.00          |                    |                          |  |
| Lacrosse Goals (pracrice quality, portable)               | 2               | \$150.00        | \$300.00          |                    |                          |  |
| Set of Cones (1 set = 12 cones)                           | 3               | \$32.00         | \$96.00           |                    |                          |  |
| Whiteboard, Large (18x24)                                 | 1               | \$36.00         | \$36.00           |                    |                          |  |
| Whiteboard, Clipboard (16x12)                             | 2               | \$20.00         | \$40.00           |                    |                          |  |
| Magnetic Dry Erase Fine-Tip Markers, 4-Pk                 | 2               | \$9.00          | \$18.00           |                    |                          |  |
| Ball Bags   | 2               | \$75.00         | \$150.00          |                    |                          |  |
| Balls (per box) 1 box = 120 balls                         | 2               | \$155.00        | \$310.00          |                    |                          |  |
| 6-Pack Water Bottles with Carrier, Gatorade               | 2               | \$70.00         | \$140.00          |                    |                          |  |
| 7-Gallon Water Cooler, Gatorade                           | 1               | \$75.00         | \$75.00           |                    |                          |  |
| USSC SS-10 striper  | 1               | \$100.00        | \$100.00          |                    |                          |  |
| USSC DuraChalk (case)                                     | 3               | \$38.50         | \$115.50          |                    |                          |  |
|   |                 |                 |                   |                    |                          |  |
| US Lacrosse Membership coach (USL IN KIND)                | 2               | \$55.00         | \$110.00          | \$ 110.00          |                          |  |
| US Lacrosse Membership player (USL IN KIND)               | 20              | \$35.00         | \$700.00          | \$ 700.00          |                          |  |
| US Lacrosse Membership player                             | 5               | \$35.00         | \$175.00          |                    |                          |  |
| US Lacrosse Membership coach                              | 1               | \$55.00         | \$55.00           |                    |                          |  |
|   |                 |                 |                   |                    |                          |  |
| Head Coach stipend (9 years exp)                          | 1               | \$1,500.00      | \$1500.00         |                    |                          |  |
| Assistant Coach stipend (5 years exp)                     | 2               | \$800.00        | \$1600.00         |                    |                          |  |
| AD stipend  | 1               | \$250.00        | \$250.00          |                    |                          |  |
| Additional trainer, as necessary (@\$22/hr)               | 104             | \$22.00         | \$2288.00         |                    |                          |  |
| End of season banquet                                     | 1               | \$400.00        | \$400.00          |                    |                          |  |
| Bus Driver Stipend  | 8               | \$100.00        | \$800.00          |                    |                          |  |
|   |                 |                 |                   |                    |                          |  |
| Gloves  | 5               | \$95.00         | \$475.00          |                    |                          |  |
| Gloves (USL IN KIND)                                      | 20              | \$95.00         | \$1900.00         | \$ 1,900.00        |                          |  |
| Shoulder/Chest Pad  | 5               | \$80.00         | \$400.00          |                    |                          |  |
| Shoulder/Chest Pad (USL IN KIND)                          | 20              | \$80.00         | \$1600.00         | \$ 1,600.00        |                          |  |
| Elbow Pads  | 5               | \$55.00         | \$275.00          |                    |                          |  |
| Elbow Pads (USL IN KIND)                                  | 20              | \$55.00         | \$1100.00         | \$ 1,100.00        |                          |  |
| Goalie Chest and Arm Protector (USL IN KIND)              | 1               | \$65.00         | \$65.00           | \$ 65.00           |                          |  |
| Helmets   | 5               | \$155.00        | \$775.00          |                    |                          |  |

|  |                 |                 |                   |              |             |  |
|--|-----------------|-----------------|-------------------|--------------|-------------|--|
| Helmets (USL IN KIND)                                    | 20              | \$155.00        | \$3100.00         | \$ 3,100.00  |             |  |
| Goalie Helmet (USL IN KIND)                              | 1               | \$175.00        | \$175.00          | \$ 175.00    |             |  |
| Lacrosse Helmet Wraps Half                               | 25              | \$28.00         | \$700.00          |              |             |  |
| Goalie Throat Guard/Protector (USL IN KIND)              | 1               | \$40.00         | \$40.00           | \$ 40.00     |             |  |
|  |                 |                 |                   |              |             |  |
| Mouthguard   | 25              | \$10.00         | \$250.00          |              |             |  |
| Game Jersey (Unique)                                     | 25              | \$40.00         | \$1000.00         |              |             |  |
| Game Shorts (Unique)                                     | 25              | \$30.00         | \$750.00          |              |             |  |
| Practice Pinnes  | 25              | \$25.00         | \$625.00          |              |             |  |
| Socks (2 pairs per set) - 1 set per player               | 25              | \$15.00         | \$375.00          |              |             |  |
| Game Day Shooter Shirts                                  | 25              | \$25.00         | \$625.00          |              |             |  |
| Coaches Uniform Shirts                                   | 6               | \$40.00         | \$240.00          |              |             |  |
| Coaches Uniform Jackets                                  | 3               | \$65.00         | \$195.00          |              |             |  |
| Extra Lacrosse Sticks (USL IN KIND)                      | 20              | \$100.00        | \$2000.00         | \$ 2,000.00  |             |  |
| Total  |                 |                 | \$26,473.50       | \$ 10,790.00 | \$15,683.50 |  |
| 60% due by December 1, 2018                              |                 |                 | \$15,884.10       |              | \$5,094.10  |  |
| 40% due by February 1, 2019                              |                 |                 | \$10,589.40       |              | \$10,589.40 |  |
|  |                 |                 |                   |              |             |  |
| <b>DESCRIPTION</b>                                       | <b>QUANTITY</b> | <b>COST PER</b> | <b>TOTAL COST</b> |              |             |  |
| <b>SUBSEQUENT YEARLY COSTS 2019-20, 2020-21, 2021-22</b> |                 |                 |                   |              |             |  |
| US Lacrosse Membership player                            | 25              | \$35.00         | \$875.00          |              |             |  |
| US Lacrosse Membership coach                             | 3               | \$55.00         | \$165.00          |              |             |  |
|  |                 |                 |                   |              |             |  |
| Head Coach stipend (10 years exp)                        | 1               | \$1600.00       | \$1600.00         |              |             |  |
| Assistant Coach stipend (6 years exp)                    | 2               | \$850.00        | \$1700.00         |              |             |  |
| AD stipend   | 1               | \$250.00        | \$250.00          |              |             |  |
|  |                 |                 |                   |              |             |  |
| Additional trainer, as necessary (@\$22/hr)              | 104             | \$22.00         | \$2288.00         |              |             |  |
| End of season banquet                                    | 1               | \$400.00        | \$400.00          |              |             |  |
| Bus Driver Stipend                                       | 8               | \$100.00        | \$800.00          |              |             |  |
|  |                 |                 |                   |              |             |  |
| Balls (per box) 1 box = 120 balls                        | 2               | \$160.00        | \$320.00          |              |             |  |
| Game Day Shooter Shirts                                  | 25              | \$25.00         | \$625.00          |              |             |  |
| Practice Pinnes  | 25              | \$25.00         | \$625.00          |              |             |  |
| Coach Shirts   | 6               | \$40.00         | \$240.00          |              |             |  |
| Socks (2 pairs per set) - 1 set per player               | 25              | \$15.00         | \$375.00          |              |             |  |
| Mouth guard  | 25              | \$10.00         | \$250.00          |              |             |  |
| Helmet Reconditioning & Replacements (as                 | 8               | \$115.00        | \$920.00          |              |             |  |
|  |                 |                 |                   |              |             |  |
| Total (due October 15 of each year 2019, 2020,           |                 |                 | \$11,433.00       |              |             |  |