

**Lincoln Public Schools
Lincoln, Massachusetts**

SCHOOL COMMITTEE MEETING OF MARCH 20, 2025

9.0 FACILITIES AND FINANCIAL

AGENDA ITEM:

9.2 First Reading - LEAP License Agreement for the 25-26 School Year

Supporting Documents: ☒ Enclosed ☐ N/A ☐ Forthcoming

RECOMMENDED ACTION:

☐

Information Only

☒

Discussion/Review

☒

First Reading

☐

Second Reading

☐

VOTE to:

BACKGROUND:

Administrator for Business and Finance Angela Wang will provide an overview of the LEAP License Agreement for the 2025-2026 School Year for discussion and review by the School Committee. This is a first reading of the license agreement. It will be brought back for a second reading and vote at an upcoming meeting.



Lincoln Public Schools

Ballfield Road
Lincoln, MA 01773

LICENSE Lincoln School

This License (hereinafter "the License"), made this **XXX day of XXX 2025**, by the **Lincoln Public Schools**, a public school district of the Town of Lincoln, Massachusetts, duly organized under M.G.L. c. 71, and having an address at Ballfield Road, Lincoln, MA 01773 (hereinafter "the District"), to **Lincoln Extended-Day Activities Program**, having an address of PO Box 298, Lincoln, MA 01773 (known hereinafter "the Licensee").

WITNESSETH:

WHEREAS, the District desires to memorialize an understanding with the Licensee to govern the Licensee's use of areas of certain buildings under the care, custody, and control of the Lincoln Public Schools, Ballfield Road, Lincoln, MA 01773, being more specifically described as the **first floor double office of the Hartwell Complex, Ballfield Road Campus; and the K-4 Gym, Dining Commons, and Matloff Lab of the Lincoln School K-8**, as depicted in the drawings appended hereto at Exhibit A ("the Licensed Premises"). Use of all space is subject to the School Committee's guidelines.

WHEREAS, the foregoing License involves no net cost to the District;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

1) SCOPE OF LICENSE/CONDITIONS/TERMINATION/RENEWAL

- a) The District hereby grants a revocable license to Licensee, exercisable by Licensee and its employees, agents and contractors, subject to the conditions outlined herein and subject to the payment of an annual license fee of **thirty-four thousand nine hundred thirty-one dollars and no cents (\$34,931.00) for July 1, 2025 through June 30, 2026**. Annual payments are payable in two (2) equal payments, the first on December 1 and the second on June 1.
- b) The District grants to Licensee the non-exclusive use of the Licensed Premises, for the license period, **which shall commence on July 1, 2025 and shall terminate on June 30, 2026**. Said non-exclusive use shall include every activity reasonably incidental to the conduct of the normal activities of the Licensee, which are the operation of a licensed, affordable after-school and school year recess period care program for school-aged children, using the Licensed Premises on the Lincoln Campus of the Lincoln Public Schools, in a proper and thorough and workmanlike manner and to the satisfaction of

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- the District. Said use shall also include reasonable ingress/egress to the Licensed Premises.
- c) The Parties recognize that unknown health or hazardous emergencies may affect the operations of the Lincoln School. Should the Lincoln School not reopen after such an emergency, or close for related reasons during the term of the License, the Parties will discuss the financial effects of the closure on the terms of the license.
 - d) The effective period of this License shall be for the term stated above; provided, however, that this License is subject to the continued sole consent of the District. This License may also be extended at the sole consent of the District. This license is subject to revocation at the sole discretion of the District.
 - e) Failure of the Licensee to adhere to the terms of this License shall constitute grounds for termination. In the event of termination, the District shall owe nothing in damages to the Licensee. In the event of termination or at the end of the term of the License, the Licensee also shall surrender its use of the Licensed Premises to the District in working condition; should it fail to do so, it shall be liable for clean-up costs and any damage beyond normal wear and tear to the Licensed Premises. This License also may be terminated for convenience by the District. Without prejudice to its rights, the District, should it terminate this License for convenience, may decide to give the Licensee ninety (90) days' notice of its decision.
 - f) As expressed earlier in this License, the Licensee's use of the property shall be subject to the following conditions:
 - i) Both the District and the Licensee understand the Licensee's use of the premises shall be limited to approximately ten (10) months of the year, **commencing on approximately July 1, 2025, and ending on approximately June 30, 2026**. The Licensee shall not be allowed to use the Licensed Premises from five (5) business days after the last day of classes to one (1) week before classes begin. Extension of time may be granted by the Superintendent after consultation with Parks and Recreation Director for days in June, and with consultation with the Lincoln Public School Facilities Director for days in June and the week prior to school beginning.
 - ii) The Licensee shall perform an annual inspection to the Licensed Premises, and shall advise the District of any unsafe/hazardous conditions at the Licensed Premises.
 - iii) The Licensee shall ensure as follows: (1) that use of the Licensed Premises is safe and reasonable, and that the Licensee shall follow all safety and security expectations for the building; (2) that at no time shall building exterior doors be propped open; (3) that no unlawful activity occurs on or near the Licensed Premises; (4) that the Licensed Premises are reasonably maintained; and (5) that District is immediately notified of any necessary repairs to the Licensed Premises. The Licensee also agrees as follows: (1) to keep the Licensed Premises clean and neat; (2) to ensure that, at the end of the Licensee's daily operations (6:30 PM with cleanup), all spaces are ready to be used for school activities the next morning; (3) to ensure that food is only consumed in the K-4 gym, and in no other areas used by the Licensee; and (4) to ensure that the cleanliness of the Licensed Premises complies with applicable

federal, state, and local health standards. In the event of any damage to or disturbance of the Site caused by Licensee or any of its employees, contractors, or agents, Licensee shall be responsible for the same, shall restore the damaged and/or disturbed areas to their pre-damaged/disturbed condition, and shall also perform such other work or fulfill such other obligations, if any, as may be imposed on the Licensee. This obligation of restoration is in addition to and not in limitation of any other rights and remedies available to the District.

- iv) The District shall supply all water, electricity, sewer, heating and custodial services during normal operating hours to the Licensed Premises, which shall remain at all times under the ultimate control and ownership of the District. The Licensee's use of water, sewer, heating and electricity and the custodial services in conjunction with the Licensed Premises shall not be measured separately, but shall be included with the license fee. Any use of custodial staff outside of normal operating hours will be billed at the School Building Use Policy Rates. The District shall provide building badge access to all Licensee staff members. Licensee access to Internet service and wireless networks is detailed in Exhibit B ("Service Level Agreement").
- v) The Licensee shall avoid scheduling activities that would interfere in any way with school activities. On Mondays, Tuesdays, Thursdays, and Fridays the identified spaces will be available for use by the Licensee from 3:00 PM - 6:00 PM (6:30 PM with cleanup). On Wednesdays the identified spaces will be available for use by the Licensee from 12:45 PM - 6:00 PM (6:30 PM with cleanup). Access for daily setup by the Licensee in the K-4 gym will not start until the end of the last scheduled gym class of the school day. Access to the Matloff classroom will begin daily at 3:15 PM on every school day other than Wednesdays, when access will begin at 1:00 PM. All program entry and exit during the Licensee's operational hours will occur through the doors located between the Kindergarten and Preschool sections of the Lincoln School and the K-4 gym entrance to the rear ballfields. Use of building spaces outside of the identified times will be dependent on space availability. Requests for building space outside of identified times should be made through the building use form, and additional costs may be incurred pursuant to the building use policy.
- vi) The District shall provide up to two temporary unconditioned storage units, which shall be located on the School grounds. The Licensee is responsible for any additional long term storage. The District shall provide designated areas in the hallway outside the K-4 Gym for any temporary storage cabinets, which would be purchased by the Licensee. Any temporary storage cabinets must fit in the designated area, and cannot block the hallway, violate building or safety code, or negatively impact school operations. At the end of the Licensee's operational day, all Licensee materials and equipment will be returned to the designated storage areas by 6:30pm, to allow for custodial cleaning time before evening activities begin. Any and all costs of moving furniture, materials, or equipment to the Lincoln School or at the Lincoln School shall be borne by the Licensee.
- vii) The Licensee shall not improve, repair, alter, restore, construct, or reconstruct the Licensed Premises, or permit any improvements, repairs, alterations, restorations,

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constructions, or reconstructions at or to the Licensed Premises, without the approval of the District. The decisions regarding whether improvements, repairs, alterations, restorations, constructions, and/or reconstructions should be made to the Licensed Premises lie solely with the District, which at all times retains sole ownership and ultimate control thereof. All costs associated with the Licensee meeting their governing body compliance requirements will be borne by the Licensee.

- viii) This License invests no property interests or contractual rights in the Licensee.
- ix) The Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, applicable CORI (Criminal Record Offender Information) and SORI (Sex Offender Registry Information) requirements.
- x) Mandatory Criminal Record (CORI) Checks. Because the proposed use shall occur at the Lincoln School, it is presumed that Licensee employees and contractors will have the opportunity for direct and unmonitored contact with children. Consequently, the Licensee shall submit all of its employees, parent volunteers (if any) and contractors who provide services in support of the Licensee's programs to the District for CORI checks sponsored by the District.
- xi) At least once each school year, all after-school program students shall participate in emergency building evacuation drill(s).
- xii) The Licensee shall have a telephone connection through which the School Department may make quick contact with the operator and/or her/his agent. The phone number(s) must be submitted upon signing of the Agreement. The district will provide a VOIP phone for use in the designated office area.
- xiii) The Licensee shall appear for conferences with the Superintendent or his/her designee when requested.

2) INSURANCE AND INDEMNIFICATION

- a) The Licensee shall provide and shall maintain throughout the term of this License and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required. Prior to the effective date of this License, the Licensee shall provide to the District a certificate or certificates of insurance which complies/comply with the requirements stated herein.
- b) Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and Employer's Liability Insurance in the amount of \$500,000/\$500,000/\$500,000.
- c) General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit; \$100,000 of replacement cost of personal property at replacement.
- d) Automobile Liability Insurance - Combined single limit of \$1,000,000.

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- e) Excess Liability Insurance/Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
- f) Additional Insureds - Each policy of liability insurance, other than Employer's Liability Insurance under Workers' Compensation Insurance, shall name The Town of Lincoln and the Lincoln Public Schools c/o the Lincoln School Committee, and their boards, commissions, committees, agents, employees, and assigns as additional insureds.

Said insurance policy shall be non-cancelable with respect to the interests of the Licensee as to the Licensed Premises without at least thirty (30) days prior written notice thereto. The Licensee shall conduct no activity which increases the cost of premises liability insurance for the District.

To the fullest extent permitted by law, the Licensee shall indemnify, defend (with counsel acceptable to the District), and hold harmless the District and its officers, employees, boards, committees, and agents from and against any and all loss, liability, damages, claims, causes of action, suits, and costs, including, without limitation, reasonable attorney's fees and expert witness fees, caused in whole or in part by the willful misconduct, negligent act or omission, or copyright or patent infringement of the Licensee or its officers, employees, or agents in connection with the use of the Licensed Premises.

- g) Licensee, and any party acting for, on behalf of, or at the direction of Licensee, enters the Site at its own risk. Licensors make no representations or warranties of any kind regarding the Site, including, but not limited to, its condition or suitability for any purpose or use.

3) SEVERABILITY

If any provision, or portion thereof, of this License is adjudged to be invalid or unenforceable by final judgment of a court of competent jurisdiction, the remaining provisions shall continue in effect to the extent permitted by law.

4) ASSIGNMENT

This License shall not be assigned by the Licensee.

5) NO THIRD-PARTY RIGHTS

This License shall not create any rights or benefits in favor of third parties.

6) AMENDMENT

This License may be amended only by written consent of the District.

7) GOVERNING LAW

The License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law principles.

8) MISCELLANEOUS

By accepting the terms of this License, the Licensee certifies that it is in compliance and shall remain in compliance with the Commonwealth's Conflict of Interest Law, M.G.L. c. 268A. By

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accepting the terms of this License, the Licensee certifies that it has accepted them fairly, in a *bona fide* manner, and without fraud or collusion against any person. By accepting the terms of this License, the Licensee certifies, pursuant to M.G.L. c. 62C, §49A, under the pain and penalty of perjury, that it has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

IN WITNESS WHEREOF, the District hereby issues this License.

Lincoln Public Schools (“the district”)
By:

Matina Madrick, Chair,
Lincoln School Committee
Dated: XXX
By:

Terms of this License Accepted By:

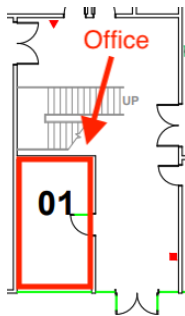
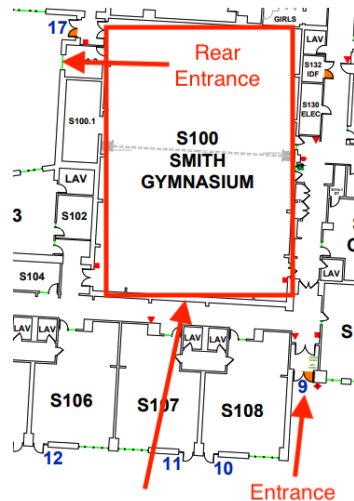
Lincoln Extended day Activities Program
 (“the Licensee”)

By:

XXX, President

Parry Graham, Superintendent
Dated: XXX

Dated: _____

Exhibit A Licensed Premises	
First floor double office of the Hartwell Complex 	K-4 Gym 
Dining Commons	Matloff Lab

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