



LINCOLN PUBLIC SCHOOLS

LICENSE

Lincoln Campus -- Pod C

This License (hereinafter "the License"), made this 6th day of March, 2014, 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 a certain building under the care, custody, and control of the Lincoln Public Schools, Ballfield Road, Lincoln, MA 01773, being more specifically described as **Pod C, Hartwell Complex, Ballfield Road Campus** and depicted in the drawing appended hereto at Exhibit A ("the Licensed Premises"), and the Licensee's use of the Smith and Brooks Gyms, in cooperation and after consultation with the administration of the Lincoln Public Schools. The Licensee understands that, consistent with historical practice and policy, the gym and locker room use will go first to the Lincoln Public Schools and second to the Lincoln Recreation Department. 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, subject to the conditions outlined herein and subject to the payment of an annual license fee of twenty-eight thousand eight hundred dollars and no cents (\$28,800.00), payable in two (2) equal payments, the first on December 1 and the second on June 1, the non-exclusive use of the Licensed Premises, for the license period, which shall commence on July 1, 2014 and shall terminate on June 30, 2015. 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 the District. Said use shall also include reasonable ingress/egress to the Licensed Premises.

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B. 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.

C. 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. If the Lincoln Public Schools, in its sole discretion, undertakes a major public school building construction project requiring the relocation of students or staff at any of the facilities under its control during the term of the License, which thereby makes it necessary, in the sole opinion of the School Committee, to use Pod C, it may modify the terms of the License to provide for shared use of Pod C or to provide alternate space on the Lincoln Campus for the Licensee's program upon one hundred twenty (120) day's written notice to the Licensee.

D. As expressed earlier in this License, the Licensee's use of the property shall be subject to the following conditions:

1. 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 August 25, 2014, and ending on approximately June 26, 2015. The Licensee shall not be allowed to use the Licensed Premises from two (2) days after the last day of classes to one (1) week before classes begin.
2. 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.
3. The Licensee shall ensure as follows: (1) that use of the Licensed Premises is safe and reasonable; (2) that no unlawful activity occurs on or near the Licensed Premises; (3) that the Licensed Premises are reasonably maintained; and (4) 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; and (2) to ensure that the cleanliness of the Licensed Premises complies with applicable federal, state, and local health standards. The District shall supply all water, electricity, sewer, heating and custodial services 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.

4. The Licensee shall avoid scheduling activities that would interfere in any way with school activities.
5. The Licensee shall not improve, repair, alter, restore, construct, or reconstruct the Licensed Premises, or permit any improvements, repairs, alterations, restorations, 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.
6. This License invests no property interests or contractual rights in the Licensee.
7. 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.
8. Mandatory Criminal Record (CORI) Checks. Because of the close proximity between the proposed use and the Lincoln Preschool and 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.
9. At least once each school year, all after-school program students shall participate in emergency building evacuation drill(s) at the Pod C location.
10. 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.
11. The Licensee shall appear for conferences with the Superintendent or his/her designee when requested.

2. **INSURANCE AND INDEMNIFICATION**

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.

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- A. 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.
- B. General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit; \$100,000 of replacement cost of personal property at replacement.
- C. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- D. Excess Liability Insurance/Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate limit.
- E. 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.

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.

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 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.

**Nothing
follows on
this page**

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IN WITNESS WHEREOF, the District hereby issues this License.

Lincoln Public Schools ("the District")

By:

Jennifer Glass, Chair,
Lincoln School Committee
Dated: March 6, 2013

Lincoln Public Schools ("the District")

By:

Rebecca McFall, Superintendent
Dated: March 6, 2013

Terms of this License Accepted By:

Lincoln Extended day Activities Program ("the Licensee")

By:

Daryl Miller, President
Dated: _____