

January 17, 2021

Dear Members of the Lincoln School Committee,

The Board of LEAP would like to formally request a 50% reduction in rent for the 2020 - 2021 school year to ensure ongoing stability of the LEAP program for future years. We recognize that the rent is already fair and reasonable, but felt that given this year's unprecedented circumstances, we may be able to approach the committee with this request.

Prior to school re-opening, we worked through the difficult task of budget projections with so many unknowns. We have had to reduce our capacity of enrolled students by over 50% given EEC's COVID-19 guidelines requiring social distance and smaller student cohorts. Additionally, the COVID-19 guidelines require LEAP to staff a higher teacher/student ratio (than in non COVID times) due to the smaller cohorts and social distancing. Overall, our income would be drastically decreasing while our expenses were increasing.

Assuming that we would be able to remain open throughout the year, we calculated that we would be required to raise the tuition for the program by approximately 30% to cover operating costs. However we also recognized that many parents rely on the program, some are also under financial strain during these times, and that this tuition increase would likely be too great a burden. Therefore, the Board approved a budget with a plan to increase rates by 10% (our typical annual increases have been ~0-3%) and operate at a loss for the year to continue to support the community and the program's mission. Thankfully with responsible financial control over the past few years, we are able draw on our reserves, though these are being quickly depleted. With our current burn rate and monthly tuition accounted for, and assuming we are able to remain open throughout the year, we will see a loss of approximately \$80,000 for 2020-2021.

As you consider our request, we wanted to provide you with an overview of our accomplishments this year. We opened our doors to students on September 21<sup>st</sup> and have been able to successfully remain open. While things look different at LEAP this year, there is no doubt that students are still learning and having plenty of fun! Our staff here at LEAP are incredible and have quickly adapted to the new normal. They continue to work hard keeping our space safe and students engaged. Key activities and adjustments this year include:

- Re-engagement of our spectacular staff - Last spring the LEAP Board voted to pay our staff through the end of April although we were not receiving tuition payments. This was done to treat our staff as well as we could afford, as well as to ensure available staffing if or when school was reinstated. We are thrilled that we were able to re-engage most of last year's staff, ensuring the high quality of care and providing continuity to our students.
- Encouraging enrollment and continued interest – While reduced, LEAP has an encouraging number of students currently enrolled. and we continue to get inquiries from interested families now that school has been in session for a few months.
- Individually staffed and attended grade level cohorts – Keeping students in their own grade level cohorts ensures no mixed grade level and limited staff interaction. In the event of a confirmed case, tracing and notification can be done easily.
- Right-sized staffing and activities planning – LEAP's previous staffing and activities structure was unable to be followed this year. As such we require a higher number of staff than we would have in previous years even with reduced enrollment numbers. We

believe the program is staffed adequately to ensure staff can self-isolate if necessary and still be able to run all programs for students if a staff member stays home as a precaution.

- Air filtration and ventilation – Due to its age, the LEAP facility does not have an HVAC system capable of adding the recommended HEPA filters for COVID-19. The LEAP program has purchased large capacity air purifiers with HEPA filtration for all of our classrooms. This will allow us to close windows and doors during the cold weather.

We have been so thrilled to be able to keep LEAP open to the Lincoln community, but have been watching our budget and spend quite closely. Given the uncertainty of how the remainder of the year will go, we recognize there is a potential our program will need to close for an extended period of time. Depending on circumstances, the worst-case scenario for us would be an extended closure period where we would not receive tuition payments but also require paying staff should we be able to reopen.

We are happy to join an upcoming school committee meeting to discuss the potential for rate reduction, or provide any additional information that you may need as you consider this request.

Thank you for your time and consideration,

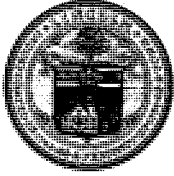
The LEAP Board

Julie Graves (president)

Andy Wang (treasurer)

Anne McLaughlin (secretary)

Jen Brown, Tammy Rip, & Sara Morneau (parent representatives)



# LINCOLN PUBLIC SCHOOLS

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## LICENSE

### Lincoln Campus -- Pod C

This License (hereinafter "the License"), made this **16th day of April 2020**, 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 **thirty-two thousand one hundred fifty dollars and no cents (\$32,150.00)**, 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, 2020 and shall terminate on June 30, 2021**. Said non-exclusive use shall include every activity reasonably incidental to the conduct of the normal activities of the Licensee, which

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## Lincoln Campus -- Pod C – FY21

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. The Parties recognize that the current COVID-19 emergency may affect the operations of the Lincoln School. Should the Lincoln School not reopen in September 2020, or close for COVID-19 - related reasons during the term of the License, the Parties will discuss the financial effects of the closure on the terms of the license.

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, 2020, and ending on approximately June 26, 2021.** The Licensee shall not be

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- 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

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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.

- 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.

**Signatures follow on this page**

IN WITNESS WHEREOF, the District hereby issues this License.

Lincoln Public Schools (“the District”)

By:

Tara Mitchell, Chair, Lincoln School Committee

Dated: April 30, 2020

Lincoln Public Schools (“the District”)

By:

Rebecca McFall, Superintendent

Dated: April 30, 2020

Terms of this License Accepted By:

Lincoln Extended day Activities Program (“the Licensee”)

By:

Julie Graves, President

Dated: \_\_\_\_\_