



OPERATION AND MAINTENANCE AGREEMENT FOR DISTRICT CLASSROOM SPACE – EI, PRESCHOOL

This agreement for the operation and maintenance of the facilities identified below is entered into between the **Harrisburg School District** (“*District*”) and the **Capital Area Intermediate Unit** (“*Intermediate Unit*”).

The *District*, in consideration of the payment hereinafter mentioned, intends to operate and maintain space for use by the *Intermediate Unit* for instructional purposes in the Early Intervention (EI) preschool program, in the location(s) listed below:

<u>BUILDING LOCATION</u>	<u># OF CLASSROOMS</u>	<u>TYPE OF PROGRAM</u>
Scott Elementary	5	EI, Preschool

These classrooms shall be equipped with basic furniture for both pupils and teachers, and shall be operated and maintained by the *District* in the same manner as it maintains regular district classrooms including, but not limited to, cleaning of bathrooms and classrooms, emptying trash on a regular basis, and regular maintenance and upkeep. In addition, all utilities shall be provided and paid for by the *District*.

The term of this Operation and Maintenance Agreement is for one (1) year for the period of July 1, 2026 to June 30, 2027 (“*contract year*”). This Operation and Maintenance Agreement shall renew automatically for an additional term of one (1) year commencing July 1, 2027, and each July 1st thereafter, unless otherwise terminated as provided herein.

District shall notify *Intermediate Unit* of any building closings during the agreement year within one half hour (1/2 hour) of making the decision to close. If the *Intermediate Unit* intends not to renew this agreement for an additional year, the *Intermediate Unit* shall notify the *District* in writing on or before June 1 of the current contract year. If the *District* intends not to continue this contract, the *District* shall so notify the *Intermediate Unit* in writing prior to March 1 of the year in which the agreement would otherwise terminate.

The *Intermediate Unit* Program Supervisor will create and review a Building Agreement with the *District* Principal on an annual basis. The purpose of the Building Agreement is to operationalize the day-to-day procedures, practices, and communications between the *Intermediate Unit* and the *District*.

All notifications to the *District* must be made to Dr. Benjamin Henry at the following address: 1010 N 7th Street, Harrisburg, PA 17102; email address: bhenry@hbgsd.us.

All notifications to the *Intermediate Unit* must be made in writing to Andrew E. McCrea, Director of Student Services, at the following address: CAIU Enola Office, 55 Miller Street, Enola, PA 17025-1640; email address: amccrea@caiu.org.

For purposes of this agreement, an email between two individuals above-listed shall satisfy the requirement for notification in writing. It is further agreed that the *Intermediate Unit* shall pay to the *District* for each classroom provided, equipped and maintained as indicated above, the sum of \$3,500 for a total of \$17,500. This amount shall be paid in two equal payments, during December and May of the *contract year*.

The *District* and the *Intermediate Unit* mutually agree that neither one shall be liable to the other for any loss or damage that may be sustained by either one of them whether or not due to the negligence of either, and each party waives the right to recovery against the other for any such loss or damage that may occur during the term of the Operation and Maintenance Agreement or any extension or renewal thereof.

In the event a student served by the *Intermediate Unit* in a *District* classroom is responsible for having caused physical damage to *District* property, the *District* shall bill the *Intermediate Unit* the cost of repairs only, with no markup for profit, lost time, or the like.

The terms and conditions of this agreement shall not be changed or altered except by a writing signed by an authorized representative of each party at the time of such change.

Each party, as indicated by the signatures of their authorized representatives below, hereby accepts this agreement in its entirety.

Date: _____

By: _____

SCHOOL DISTRICT

Name: _____

Title: _____

Date: _____

By: _____

CAPITAL AREA INTERMEDIATE UNIT

Name: Dr. Andria Saia

Title: Executive Director