



OPERATION AND MAINTENANCE AGREEMENT FOR DISTRICT CLASSROOM SPACE – SCHOOL AGE

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*”).

As provided by §22 PA Code 14.144 (Facilities), the *District* intends to operate and maintain space within the school building for use by the *Intermediate Unit* for special education instructional purposes, in the location(s) as indicated below:

<u>BUILDING LOCATION</u>	<u># OF CLASSROOMS</u>	<u>TYPE OF PROGRAM</u>
Downey Elementary	2	Multiple Disabilities Support

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, 2026, and each July 1st thereafter, unless otherwise terminated as provided herein.

The classroom(s) provided to the *Intermediate Unit* by the *District* shall conform to all requirements set forth in PA Code 14.144; this includes the requirement that classrooms must be maintained in the same building location for a minimum of three (3) years. *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* has met the three (3) year minimum stated above and intends not to renew 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.

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 original 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