



educational excellence through leadership, partnership, and innovation

## 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 **Northern York County 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 speech/language itinerant purposes in the Early Intervention (EI) preschool program, in the location(s) listed below:

<u>LOCATION</u>	<u># OF CLASSROOMS</u>	<u>TYPE OF PROGRAM</u>
Northern Elementary	1	PS S/L Itinerant Space

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 agreement is for one (1) year for the period of July 1, 2016 to June 30, 2017 ("*contract year*"). *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 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 April 15 of the year in which the agreement would otherwise terminate.

All notifications to the *District* must be made to \_\_\_\_\_ at the following address: \_\_\_\_\_; email address: \_\_\_\_\_.

All notifications to the *Intermediate Unit* must be made in writing to Alicia M. McDonald, Director of Student Services, at the following address: CAIU Enola Office, 55 Miller Street, Enola, PA 17025-1640; email address: [amcdonald@caiu.org](mailto:amcdonald@caiu.org).

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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 \$1,400\* for a total of \$1,400. This amount shall be paid in two equal payments, during December and May of the *contract year*. \*(The amount of \$1,400 is 40% of \$3,500 based on usage of the space for the 2016-17 school 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: \_\_\_\_\_  
NORTHERN YORK COUNTY SD  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 10/3/2016 By:   
CAPITAL AREA INTERMEDIATE UNIT  
Alicia M. McDonald  
Director of Student Services