

**AGREEMENT BETWEEN  
PACE CAREER ACADEMY AND SAU# 53**

This agreement, dated January 18, 2012 is made and entered by and between New Hampshire School Administrative Unit # 53 (“SAU #53”) and PACE Career Academy (“PACE”), a New Hampshire public charter school.

1. Purpose and Mission Statement. The mission of PACE, as described in more detail in PACE’s Charter School Application (“Application”), is hereby accepted by SAU #53 to the extent it is consistent with the purposes of RSA 194-B. Both parties agree that PACE will serve students who are residents of Allenstown, Chichester, Epsom and Pembroke School Districts, as well as other students who are determined to benefit from the educational programs offered by PACE, subject to the enrollment provisions of this Agreement as provided in Section #8 below.

2. Policies. PACE agrees that it will adopt its own policies and regulations using, as a model, the New Hampshire School Board Association’s policies, as well as the policies adopted by the school districts within SAU #53; and will ensure that all policies comply with New Hampshire and federal laws including, but not limited to, attendance laws, student discipline and appeal rights, and student safety and welfare, as provided in further detail below.

3. Governance and Authority of Trustees. The parties agree that PACE is governed by a seven member Board of Trustees whose membership is composed of individuals who represent specific constituencies as articulated in its By-Laws. The parties agree that the PACE Board of Trustees, to the extent permitted by law, shall have the same authority and responsibility as a New Hampshire school board administering a public school, and the PACE Board of Trustees agrees to comply with all state statutory requirements which govern the operation and function of a school board.

4. Reporting, Financial Records and Annual Audit. PACE agrees to establish, maintain and retain appropriate financial records in accordance with all applicable federal and state laws, rules and regulations, and to make such records available to SAU #53, from time to time. PACE agrees to conduct an annual audit by a certified public accountant of its financial and administrative operations. Alternatively, PACE may elect to participate in SAU #53's annual audit, the incremental cost of PACE's portion to be borne by PACE.

5. Contracts. PACE may enter into any contract in the name of PACE Career Academy, including employment contracts.

6. Services. PACE shall be responsible for all costs associated with its operations, including the cost of contracting for goods and services. PACE shall be responsible for payroll, accounts payable, and other business services. SAU#53 will consult with PACE and offer assistance filling out state reports during the first year of operation. The following services may be addressed under a separate agreement with The Pembroke School District: computer linkage, website support, nursing and health services, facilities management, student assessment support, services for the repair and maintenance of equipment and facilities, food service, leasing of school district vehicles, use of the film/video library; staff development activities, printing and copying services, and the parties may enter into joint purchasing agreements for the purchase of any other foods or services.

(a) Legal Services: PACE will assume responsibility for all legal services.

7. Employment Matters. PACE may hire personnel, including teachers, administrators, support staff, and any other position required to operate PACE, subject to compliance with all federal and state law, rules and regulations including, without limitation,

requirements concerning the recruitment of applicants and the use of background and criminal record checks.

(a) Employee Evaluation, Supervision and Discipline: The Board of Trustees of PACE shall be independently responsible for the supervision, evaluation, and discipline of the teaching staff within PACE as prescribed by the Application. PACE shall adopt its own written policies in compliance with federal and state law, concerning the discipline, non-renewal, and dismissal of personnel, methods for evaluating performance, and a plan for resolving employee-related problems, including complaint and grievance procedures, if so required by other agreement or law. Final administrative appeals and matters regarding employment and employee discipline shall be determined by the Board of Trustees of PACE

PACE shall notify SAU #53 and other appropriate authorities, in accordance with state law, of discipline of PACE employees arising from misconduct that brings direct harm to students or others or from violations of law or policy.

(b) Payroll: Employees shall be paid directly by PACE Academy.

(c) Benefits: PACE may purchase on behalf of its employees, coverage under health, dental and vision insurance.

(d) Equal Opportunity Employer: PACE affirms that it shall not discriminate against any employee on the basis of race, creed, color, sex, national origin, religion, marital status, sexual orientation, age, disability, or veteran status, in its recruitment, selection, training, utilization, termination or other employment-related activities.

(e) Employee Welfare and Safety: PACE shall adopt policies and comply with all applicable federal and state laws concerning employee welfare, safety and health issues, including, without limitation, the requirements of federal law for a drug free workplace.

(f) Employee Records: PACE shall be responsible for establishing and maintaining personnel records for its employees in compliance with applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including without limitation, the requirements of New Hampshire RSA 91-A.

8. Enrollment. PACE will serve high school age students with a geographical emphasis in those residing within SAU #53's five towns, Allenstown, Chichester, Deerfield, Epsom and Pembroke, with admissions preference being given to the four towns participating in the AREA agreement, Allenstown, Chichester, Epsom and Pembroke. PACE may set maximum enrollment as it deems appropriate.

9. Attendance. PACE agrees to comply with applicable state laws and New Hampshire Department of Education rules and regulations regarding compulsory attendance as provided in RSA 189:1, 189:1-a and 193:1 and shall be permitted to use innovative scheduling to comply with such attendance requirements.

10. Curriculum: SAU #53 agrees to waive its curricular requirements, to the extent permitted by state law, but subject to the implementation by PACE of its instructional programs as follows:

(a) PACE shall have the authority and responsibility of designing and implementing its educational program as outlined in its Application, subject to the conditions of this Agreement, and in a manner which is consistent with state law including, without limitation, requirements regarding content standards.

(b) The educational program, pupil performance standards and curriculum designed and implemented by PACE shall meet or exceed any content standards adopted by SAU #53 and shall be designed to enable each pupil to achieve such standards. PACE agrees to offer students

a high school diploma that meets the minimum state graduation requirements for 20 high school credits in the approved subject area and shall ensure that it has provided an adequate education for its pupils.

11. Assessment. SAU #53 acknowledges PACE's methods for assessing and evaluating pupil performance as provided in its Application and agrees to provide assessment tools such as NECAP and NWEA (MAP testing) supports to PACE in order to enable PACE to measure academic attainment in the sending towns of SAU #53. PACE agrees to evaluate the educational progress of each pupil using age-appropriate measures of literacy and numeracy skills, including spelling, reading, science, and mathematics, at least annually and at the end of each school year.

12. Health and Safety. PACE agrees to comply with all applicable state, federal and local laws and regulations concerning student welfare, safety and health, including without limitation, laws and regulations addressing the reporting of abuse and neglect, accident prevention, safe school and drug free school zones, bullying, harassment and discrimination, immunization and vaccination requirements. The parties agree that PACE may enter into a Memorandum of Understanding (MOA) with the local police agency.

13. Special Education Services. PACE agrees to provide a free and appropriate education ("FAPE") for special education students attending its program and will adopt policies and procedures to guarantee and document response to the special education process. SAU #53 agrees that the sending district, as defined in RSA 194-B:1, XII, will be the local education agency ("LEA") with primary responsibility for matters pertaining to any required special education services, including without limitation, the identification, evaluation, Individualized Educational Plan ("IEP") development, implementation, and revision, and placement for any

student requiring special education services. The sending district shall only be required to provide and/or fund those special education and related services that are set forth in students' IEPs and required of the sending districts by law; PACE shall be responsible for funding any services, that it chooses to provide, beyond what is expressly set forth in the IEP. PACE shall be responsible for compliance with Section 504 of the Rehabilitation Act and the Americans with Disabilities Act.

14. Transportation. PACE will not provide transportation to the chartered public school location as such transportation is not provided to students of Pembroke Academy. PACE may provide transportation to vocational sites on a contracted school bus and may enter into cost-sharing agreements with SAU #53 or the Pembroke School District to provide such transportation.

15. Tuition. Tuition shall not be charged to individual students, but student tuition shall be charged to the student's sending district, in accord with State Law (RSA 194-B:11). Residents of the Pembroke School District and non-resident students may be admitted to PACE, and PACE will charge the student's sending district a student tuition fee not to exceed 80% of the sending district's average cost per pupil, as determined by the New Hampshire Department of Education, using the most recent available data as reported by the school district to the Department, as provided in RSA 194-B:11, I(a). PACE reserves the right to charge sending districts participating in the AREA Agreement an amount less than the student tuition fee as determined by the PACE Board of Trustees. Student tuition amounts shall be prorated on a per diem basis for pupils attending the school for less than a full school year.

16. Records. PACE agrees to comply with all record keeping and reporting requirements set forth in RSA 194-B. Except as otherwise agreed by the parties, Pembroke shall

have no obligation to maintain records for PACE and PACE shall be responsible for meeting all reporting obligations set forth in federal and state law, including but not limited to, the reporting obligation set forth in RSA 193-F. Student records include, without limitation, immunization records, class schedules, records of academic performance, disciplinary actions, attendance and standardized test results and documentation required under federal and state law regarding education of students with disabilities. PACE shall comply with applicable federal and state laws and regulations concerning the maintenance, retention and disclosure of both student and personnel records, including without limitation, New Hampshire RSA 91-A and the Family Educational Rights and Privacy Act of 1974 (“FERPA”). PACE agrees to provide Pembroke and the appropriate school districts with a copy of relevant student records for purposes of maintaining a copy of the student’s cumulative file.

17. Nondiscrimination. PACE shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, statutory and constitutional provisions prohibiting discrimination on the basis of disability, age, race, creed, color, religion, sex, sexual orientation, marital status, national origin or veteran status.

18. Insurance. PACE agrees to carry all required insurance coverages including, without limitation, property insurance, liability and professional liability insurance, errors and omissions coverage, workmens’ compensation insurance and premises liability insurance, such policies being consistent with the coverages available to SAU #53. PACE agrees that it will coordinate risk management activities through SAU #53’s risk management office. This will include the prompt reporting of any and all pending or threatened claims, filing of timely notices of claims, cooperating fully with SAU #53 in the defense of any claims. PACE shall be

responsible for the cost associated with obtaining and maintaining all required insurance coverage.

19. Indemnification. In accord with the Application for Charter, PACE agrees to indemnify and hold SAU #53, its board, agents and employees, harmless from all liability, claims and demands on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever which arise out of or are in any manner connected with PACE's operations. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of applicable limitations of liability as provided by New Hampshire state law.

20. Property Ownership and Leasing. SAU #53 agrees that PACE shall have the ability to acquire real property from public or private sources by purchase, by lease, by lease with an option to purchase, or by gift for use as a school facility, provided that such acquisition is consistent with established purposes for the operation of a public charter school.

21. Revocation/Dissolution. PACE agrees that its charter could be revoked at an annual district meeting of the Pembroke School District or by the New Hampshire State Board of Education as provided in RSA 194-B:16.

22. Secular. PACE is a non-secular public charter school.

23. Duration. This agreement will continue in force until such time as both parties agree to negotiate revisions and ratify same no later than ninety (90) days prior to the start of the succeeding fiscal year.

24. Assignment. Neither party may assign this agreement.

25. Location. The physical location of PACE Career Academy at the time of this agreement is as follows: PACE Career Academy, 65 Pinewood Road, Suncook, New Hampshire

03275. PACE may move its location to any location within the geographic area covered by the Pembroke School District as determined by the Board of Trustees.

26. Amendment. This agreement may be modified or amended by further written agreement executed by the parties.

27. Entire Agreement. This agreement contains all terms, conditions and provisions hereof and the entire understandings and all representations of understandings and discussions of the parties relating thereto and all prior representations, understandings and discussions are merged herein and superseded and cancelled by this agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this 18<sup>th</sup> day of January, 2012.

Clinton A. Hansar

Dated: 1/18/12

Duly authorized on behalf of PACE Career Academy Charter School

Tammy Lee Bowler

Dated: 1-18-12

Duly authorized on behalf of SAU #53