



FAIRHAVEN SCHOOL COMMITTEE MINUTES

May 20, 2026

FAIRHAVEN TOWN CLERK
RCUD 2026 AUG 13 AM 8:19

MEMBERS PRESENT: Brian Monroe, Nicole Pacheco, Erik Andersen, Stephanie Pickup, Kelly Ochoa, Donna McKenna

STAFF PRESENT: Superintendent Tara Kohler, Assistant Superintendent Mark Balestracci, School Business Manager Nicole Potter

The meeting was called to order by Mr. Monroe at 6:30 pm.

Approval of Minutes:

A motion was made by Mrs. Pacheco to approve the March 31, 2026 Acushnet Sub-Committee Minutes, seconded by Mr. Monroe, approved (2-0).

A motion was made by Ms. McKenna to approve the March 31, 2026 Joint Session Minutes with the Select Board and Finance Committee, seconded by Ms. Ochoa, approved, with one abstention of Mr. Eriksen (5-0-1).

A motion was made by Ms. Ochoa to approve the April 15, 2026 Regular Session Minutes, seconded by Ms. McKenna, approved with two abstentions of Mr. Monroe and Mrs. Pickup (4-0-2).

A motion was made by Ms. Ochoa to approve the April 15, 2026 Executive Session Minutes, seconded by Mrs. Pacheco, approved with two abstentions of Mr. Monroe and Mrs. Pickup (4-0-2).

A motion was made by Ms. Ochoa to pause the Open Session Meeting to enter Executive Session to conduct strategy in preparation for negotiations with nonunion personnel and to conduct contract negotiations with nonunion personnel, i.e., Superintendent of Schools and School Business Manager, seconded by Mrs. Pickup, roll call vote, passed unanimously (6-0).

Open Session paused at 6:34 pm.

Open Session reconvened at 6:48 pm.

Superintendent Kohler told the Committee about the break in and vandalism that occurred at the High School over the weekend. The investigation is ongoing and will update the Committee as she has more details.

Reports & Recommendations of the Superintendent:

Update on the FY27 Budget

Superintendent Kohler told the Committee she attended a meeting regarding the override last night with the Town Administrator. She stated that the numbers warrant filling the K-2 Behavioral Program at the Leroy L. Wood School. This will cost approximately \$300,000. If the override does not pass, cuts in other areas may be needed to fund the program, stating they will get as creative as possible.

Update on DECA Trip to Nationals

The DECA Advisor, Ally Nason, and students Leigha Nightlinger and Averi Pereira gave a presentation to the Committee about the club itself and the details of the trip to Nationals. (Attachment A was provided as well).

2026 - 2027 School Choice

The Committee discussed the options for opening up School Choice in the 2026-2027 school year.

A motion was made by Ms. McKenna to approve school choice for grades Kindergarten, First, and Second for the 2026 - 2027 school year, seconded by Mrs. Pacheco, approved (6-0).

A motion was made by Mrs. Pacheco to approve school choice for grades Three through Twelve for the 2026 - 2027 school year, seconded by Ochoa, motion failed unanimously, (0-6).

Turf Field Occupancy Agreement

Superintendent Kohler asked the Committee to receive and place on file the signed Occupancy Agreement with the Town for the Turf Field Restrooms (attachment B).

Upcoming Events:

There will be a School Committee Meeting training on June 24, 2026 at 4:30 pm.. The next School Committee meeting is June 24, 2026.

New Business:

Mr. Monroe read the results of Superintendent Kohler's 25 - 26 evaluation (attachment C).

A motion was made by Ms. McKenna to approve the contract for the Superintendent of Schools , seconded by Mrs. Pacheco, approved (6-0).

A motion was made by Mrs. Pacheco to approve the contract for the School Business Manager , seconded by Ms. McKenna, approved (6-0).

A motion was made by Ms. Ochoa to accept the 2026-2027 School Committee meeting dates, seconded by Ms. McKenna, approved (6-0).

A motion was made by Ms. Ochoa to authorize an end of the year transfer from the salary line to the operations line, seconded by Mrs. Pacheco, approved (6-0).

A motion was made by Ms. McKenna to approve the renaming of the Elizabeth Hastings Middle School Softball Field to the Gail Isaksen Softball Field per the approval of the Softball Renaming Committee, seconded by Mrs. Pacheco, approved (6-0).

A motion was made by Ms. McKenna to accept donations of \$2,057.50 for the 6th grade, \$2,319.72 for the 7th grade, and \$2,403.50 for the 8th grade from the Elizabeth Hasting Middle School PTO, seconded by Mrs. Pacheco, approved (6-0).

A motion was made by Ms. Ochoa to accept a \$290 donation from the Massachusetts Music Association Inc. for the Fairhaven High School Music Program, seconded by Mrs. Pacheco, approved (6-0).

A motion was made by Ms. Ochoa to accept a donation of 50 toy cars from Cumberland Farms for the Elizabeth Hastings Middle School Family Center, seconded by Ms. McKenna, approved (6-0).

A motion was made by Ms. Ochoa to establish a Class of 2030 account, seconded by Ms. McKenna, approved (6-0).

Unfinished Business:

Update on Acushnet Tuition Agreement:

Superintendent Kohler told the Committee that we have been going back and forth with Acushnet trying to secure the next Subcommittee date. She then read an email for the Acushnet Superintendent Paula Bailey regarding the Subcommittee meeting and tuition agreement (attachment D). Superintendent Kohler noted that Acushnet reoffered some dates that have been 'off the table' from the beginning due to schedule conflicts. She reminded the Committee that Acushnet also asked us to match the tuition rate of \$10,000 for the next year for the Ninth Grade, and she suggested it was too late due to money allocation that occurred at the Town Meeting.

Superintendent Kohler let the Committee know she received the tuition agreement that Old Rochester Regional signed with Acushnet and read article 26 to the Committee (attachment E) and stated she has serious concerns about that agreement.

A motion was made to by Mrs. Pacheco to appoint Mr. Andersen to the Acushnet Subcommittee, seconded by Ms. Ochoa, passed unanimously (6-0).

Questions From Individual Committee Members:

Committee members, former Committee members, as well residents from Fairhaven came to honor and thank Mr Monroe and Mrs. Pickup for their service and commitment to the Fairhaven School Committee over the years..

A motion was made by Mrs. McKenna to adjourn, seconded by Mrs. Pickup, roll call vote, approved (6-0).

Adjourned at 8:42 pm.

Sheri Souza
Secretary to the School Committee
Fairhaven Public Schools

Approved June 24, 2026

Fairhaven High School

DECA



What is DECA?

DECA is a club that prepares high school and college students for careers in marketing, finance, hospitality, and management. Combining classroom learning with real-world business simulations and competitive events. It is one of the most respected high school business organizations.

Benefits of DECA:

- College Resume
- Real world experiences.
- Advances leadership and decision making skills.
- Enhances creativity
- Networking

2026 – 2027 Officers

President – Leigha Nightlinger
Vice President – Averí Pereira
Secretary – Marcio Coutinho
Public Relations – Bre Seivers
Treasurer – Elodie Cook

AGREEMENT

THIS AGREEMENT (this “Agreement”) is made this 12th day of May, 2026, by and between Town of Fairhaven School Committee (“School Committee”), Town of Fairhaven Building Inspector (“Building Inspector”) and Town of Fairhaven Select Board (“Select Board” together with Building Inspector, the “Town”).

WHEREAS, in 2021, a building permit was issued to the School Committee for the construction of the new turf athletic field at Fairhaven High School (“Athletic Field Permit”);

WHEREAS, in 2021, the School Committee recognized and acknowledged that it was required to build permanent restroom facilities under the Athletic Field Permit;

WHEREAS, in 2021, the School Committee worked with Traverse Landscape Architects, LLC (“Traverse”) to plan and design permanent restroom facilities;

WHEREAS, in 2021, Traverse communicated with the Town of Fairhaven’s prior Building Inspector regarding his interpretation and expectations related to occupancy of the new turf athletic field at Fairhaven High School (“Field”) and minimum required permanent restroom facilities;

WHEREAS, in 2021, the prior Town of Fairhaven’s Building Inspector recommended that the School Committee provide (1) handicap restroom and (2) standard restrooms for females and (1) handicap restroom and (2) urinals for males for the Field;

WHEREAS, in 2022, the prior Town of Fairhaven’s Building Inspector recommended that the School Committee provide (1) handicap restroom and (1) standard restroom for females and (1) handicap restroom and (1) urinal for males for the Field;

WHEREAS, the construction of the restrooms was halted due to ongoing disputes related to the location of the required restrooms at the Field;

WHEREAS, the Town of Fairhaven’s prior Building Inspector issued temporary portable restroom permits for the Field pending completion of the permanent restrooms;

WHEREAS, in or around August 10, 2021, the Town of Fairhaven’s prior Building Inspector conducted a final inspection of the Field and issued a partial final sign-off on the Athletic Field Permit;

WHEREAS, in 2023, the School Committee proposed the addition of a storage facility adjacent to the Field;

WHEREAS, in March 2024, the School Committee applied for a building permit to construct the storage facility ("Storage Shed"), which was issued on April 1, 2024 as a residential building permit ("Residential Building Permit");

WHEREAS, after construction commenced on the Storage Shed, purported abutters expressed concerns related to the issuance of the Residential Building Permit;

WHEREAS, on May 16, 2024, the Town of Fairhaven's prior Building Inspector issued an informal zoning determination that the Storage Shed did not comply with the Fairhaven Zoning Code;

WHEREAS, on June 18, 2024, the Town of Fairhaven's prior Building Inspector issued a formal zoning determination under M.G.L. c. 40A, §8 that the Storage Shed was exempt under the Dover Amendment;

WHEREAS, on September 11, 2024, the Town of Fairhaven's current Building Inspector revoked the Residential Building Permit and requested that the School Committee reapply for a commercial building permit, which it did on September 20, 2024;

WHEREAS, on October 15, 2024, the Town of Fairhaven's current Building Inspector issued a commercial building permit (#C-24-0738) to the School Committee for the construction of the Storage Shed ("Commercial Permit");

WHEREAS, certain abutters appealed the Residential Building Permit to the Town of Fairhaven's Zoning Board of Appeals, which granted the abutters' appeal and rescinded the Residential Permit ("Decision");

WHEREAS, the School Committee filed an appeal pursuant to M.G.L. c. 40A, §17 in the Massachusetts Land Court styled *Town of Fairhaven School Committee v. Town of Fairhaven Zoning Board of Appeals, et al.*, 25MISC000064(LER) ("Zoning Appeal"), and on December 29, 2025, the Massachusetts Land Court (Reznick, J.) ordered, adjudged and declared that the Decision was annulled and declared invalid and of no force and effect and the Commercial Permit was reinstated;

WHEREAS, on or about March 19, 2025, the Town of Fairhaven's current Building Inspector issued a letter to the School Committee declaring his intention to revoke the Commercial Permit that he issued in October 2024 based on the School Committee's failure to comply with the Athletic Field Permit and construct the requisite permanent restrooms;

WHEREAS, the Building Code Appeals Board ("BCAB") overturned the Town of Fairhaven's current Building Inspector's revocation of the Commercial Permit as improper;

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

1. The Agreement

1-1. Storage Shed. The Town has expressed its recognition and understanding that the Storage Shed is currently being built and will continue to be built. The Town does not intend to oppose the School Committee's Zoning Appeal. The Building Inspector agrees to lift the suspension on the Commercial Permit and will conduct the pertinent inspections on the Storage Shed, so to allow the School Committee to obtain a final sign-off on the Commercial Permit. The Building Inspector agrees to issue a Certificate of Occupancy for the Field with the condition that the School Committee shall adhere to the terms of this Agreement, and the Town has agreed to treat the restrooms for the Field as a separate issue from the Athletic Field Permit. The Building Inspector agrees to renew and continue to renew the Temporary Permit for portable restrooms presently located at the Field until permanent restrooms are constructed at the location, provided that permanent restrooms are constructed in accordance with the provisions of this Agreement.

1-2. Restrooms. The School Committee acknowledges that it needs to construct restrooms in support of the Field. The Town and the School Committee recognize the cost prohibitive nature of constructing the number of restrooms required under the International Building Code and the lack of available space to construct the requisite number of restrooms. The Building Inspector has acknowledged that the Town will issue a permit for the permanent restrooms with fewer than the number required by the International Building Code if the School Committee obtains a variance from the Commonwealth of Massachusetts.

The School Committee hereby agrees to work with and in conjunction with the Building Inspector, and hereby agrees to remain in contact with the Building Inspector through written and/or oral communications concerning the construction of the restrooms. The Building Inspector, based on his expertise, agrees to provide his input and suggestions to the School

Committee concerning the number of restrooms and location of the restrooms, and to coordinate with the Town of Fairhaven Water and Sewer Department regarding same.

The School Committee will engage appropriate architects and/or engineers to prepare plans for (1) handicap restroom and (1) standard restroom for females and (1) handicap restroom and (1) urinal for males . The Town agrees to allow the School Committee six (6) months from the date of this Agreement to obtain plans for the restrooms.

Then, the School Committee shall have another six (6) months to seek proper permitting and/or variances for the restrooms.

The School Committee shall also have at least one (1) year to secure financing for the construction of the restrooms.

Thereafter, upon receipt of the requisite permits and/or variances and financing, the School Committee will submit the construction of the restrooms for bid.

The School Committee shall have eighteen (18) months from the date this Agreement to complete construction of the restrooms.

The Town and the School Committee agree that the aforementioned deadlines are not mandatory and are intended to be flexible to accommodate reasonable extensions if needed due to hardship, so long as the School Committee stays in open communication with the Town.

3. Termination

3-1. This Agreement shall continue in full force and effect until the restrooms have been constructed in support of the Field.

4. Miscellaneous Provisions

4-1. Any notice, demand and other communication under this Agreement shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, (d) transmitted by telecopy, or (e) sent as electronic mail,

in each case delivered or sent to the party to whom notice is being given to the business address, telecopier number, or email address set forth below or, as to each party, at such other business address, telecopier number, or e mail address as it may hereafter designate in writing to the other party pursuant to the terms of this Section. All such notices, requests, demands and other communications shall be deemed to be an authenticated record communicated or given on (a) the date received if personally delivered, (b) three (3) days after deposited in the mail if delivered by mail, (c) the date following the day delivered to the courier if delivered by overnight courier, or (d) the date of transmission if sent by telecopy or by e mail.

If to School Committee: Meghan E. Hall, Esq.
Ruberto Israel & Weiner, P.C.
255 State Street, 7th Floor
Boston, MA 02109
meh@riw.com

If to Town: Heather White, Esq.
Petrini & Associates, P.C.
372 Union Avenue
Framingham, MA 01702
hwhite@petrinilaw.com

4-2. This Agreement shall be governed and construed in accordance with the law of the Commonwealth of Massachusetts.

4-3. School Committee and Town each waive the right to jury trial in any action arising out of the within Agreement.

4-4. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

4-5. If any portion of this Agreement is determined to be invalid or unenforceable, the remainder shall be enforceable to the maximum extent possible.

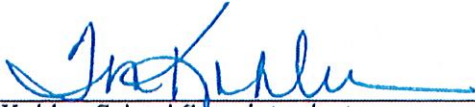
4-6. The parties hereto agree that this Agreement shall constitute the entire agreement between the parties regarding the subject matter of this Agreement and that this Agreement

supersedes all prior and contemporaneous written or oral agreements of the parties with respect to the subject matter hereof. Any agreement, understandings or representations of any kind between the parties shall not be binding on either party except to the extent specifically set forth herein or subsequently agreed to in writing, signed by the parties and made a part hereof.

4-7. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

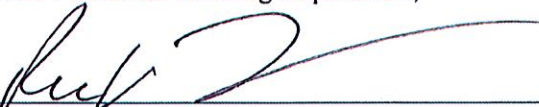
This Agreement shall take effect as an instrument under seal.

Town of Fairhaven School Committee,

By: 

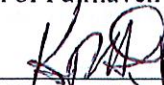
Tara Kohler, School Superintendent

Town of Fairhaven Building Department,

By: 

Richard Forand, Building Inspector

Town of Fairhaven Select Board,

By: 

Keith Hickey, Town Administrator

End-of-Cycle Summative Evaluation Report: Superintendent



Superintendent:

Tara Kohler

Tara Kohler

05/20/2026

Evaluator:

Brian Monroe

Brian Monroe

05/20/2026

Name

Signature

Date

Step 1: Assess Progress Toward Goals (Reference performance goals; check one for each set of goal[s].)

Professional Practice Goal(s)
Student Learning Goal(s)
District Improvement Goal(s)

☐ Did Not Meet ☐ Some Progress ☒ Significant Progress ☐ Met ☐ Exceeded
☐ Did Not Meet ☐ Some Progress ☒ Significant Progress ☐ Met ☐ Exceeded
☐ Did Not Meet ☐ Some Progress ☐ Significant Progress ☐ Met ☐ Exceeded

Step 2: Assess Performance on Standards (Reference Performance Ratings per Standard; check one box for each Standard.)

Unsatisfactory = Performance on a standard or overall has not significantly improved following a rating of Needs Improvement, or performance is consistently below the requirements of a standard or overall and is considered inadequate, or both.

Needs Improvement/Developing = Performance on a standard or overall is below the requirements of a standard or overall but is not considered to be Unsatisfactory at the time. Improvement is necessary and expected.

Proficient = Proficient practice is understood to be fully satisfactory. This is the rigorous expected level of performance.

Exemplary = A rating of Exemplary indicates that practice significantly exceeds Proficient and could serve as a model of practice regionally or statewide.

	Unsatisfactory	Needs Improvement	Proficient	Exemplary
Standard I: Instructional Leadership	☐	☐	☐	☒
Standard II: Management and Operations	☐	☐	☐	☒
Standard III: Family and Community Engagement	☐	☐	☐	☒
Standard IV: Professional Culture	☐	☐	☒	☐

End-of-Cycle Summative Evaluation Report: Superintendent

Step 3: Rate Overall Summative Performance (Based on Step 1 and Step 2 ratings; check one.)

☐ Unsatisfactory
 ☐ Needs Improvement
 ☐ Proficient
 ☒ Exemplary

Step 4: Add Evaluator Comments

Comments and analysis are recommended for any rating but are required for an overall summative rating of *Exemplary*, *Needs Improvement* or *Unsatisfactory*.

Comments:

Superintendent Tara Kohler has earned an overall Exemplary rating for her visionary, resilient, and student-centered leadership across the district. She has proven to be an outstanding instructional leader, driving significant academic growth and post-secondary readiness through the integration of the Profile of a Learner, the expansion of Innovation Pathways, and the implementation of highly effective intervention models such as the elementary WIN programs and EHMS Academic Labs. Her unwavering commitment to equity and community is demonstrated by her removal of barriers to participation, providing free, district-wide enrichment programming and cultivating robust, strategic partnerships with local organizations and businesses. Operationally, Superintendent Kohler is a stellar steward of district resources, successfully executing major capital improvements, including the on-time and under-budget Phase I Gable project, while proactively addressing long-term facility, safety, and ADA needs. She has demonstrated steady leadership in cultivating a resilient professional culture; despite navigating severe municipal budget constraints and resulting staffing challenges outside of her control, she has maintained a transparent, empathetic, and focused environment for her educators. Through her comprehensive, strategic, and collaborative approach, Superintendent Kohler continues to propel the district forward, ensuring a safe, inclusive, and highly effective learning environment that prepares all students for future success.

Superintendent's Performance Goals



Superintendents must identify at least one student learning goal, one professional practice goal, and two to four district improvement goals. Goals should be SMART and aligned to at least one focus Indicator from the Standards for Effective Administrative Leadership.

Goals	Focus Indicator(s)	Description	Did Not Meet	Some Progress	Significant Progress	Met	Exceeded
Student Learning Goal	I-A, I-F	Cultivate and support increased exposure to career and college pathways, preK-12.	☐	☐	☒	☐	☐
Professional Practice Goal	I-B, I-C, I-D	Implement "Breakthrough Coach" training District wide. This training and practice will improve the principals ability to proactively lead and coach teachers to improve student and staff engagement.	☐	☐	☒	☐	☐
District Improvement Goal 1	I-F, I-E, I-C, III-A, III-B	To improve learning outcomes for all students by implementing high-quality, culturally responsive, inclusive core instruction, curriculum, and professional development aligned with UDL, POL, and SEL practices.	☐	☐	☒	☐	☐
District Improvement Goal 2	III-A, III-C, III-D, IV-C	Develop and implement a clear and cohesive communication plan at the school and district levels, accessible to all.	☐	☐	☒	☐	☐
District Improvement Goal 3	IV-A, IV-B, IV-E, IV-F	Foster a district culture that is collaborative, inclusive, accessible, and welcoming to all.	☐	☐	☒	☐	☐
District Improvement Goal 4	II-A, II-C	Ensure current building conditions are safe, accessible, and sustainable by implementing a Long Range Facilities Plan (5-year).	☐	☐	☒	☐	☐

Standards and Indicators for Effective Administrative Leadership

Superintendents should identify 1-2 focus Indicators per Standard aligned to their goals.

I. Instructional Leadership	II. Management & Operations	III. Family & Community Engagement	IV. Professional Culture
I-A. Curriculum I-B. Instruction I-C. Assessment I-D. Evaluation I-E. Data-Informed Decisionmaking I-F. Student Learning	II-A. Environment II-B. HR Management and Development II-C. Scheduling & Management Information Systems II-D. Law, Ethics and Policies II-E. Fiscal Systems	III-A. Engagement III-B. Sharing Responsibility III-C. Communication III-D. Family Concerns	IV-A. Commitment to High Standards IV-B. Cultural Proficiency IV-C. Communication IV-D. Continuous Learning IV-E. Shared Vision IV-F. Managing Conflict

Superintendent's Performance Rating for Standard I: Instructional Leadership

Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)

	U	NI	P	E
I-A. Curriculum: Ensures that all instructional staff design effective and rigorous standards-based units of instruction consisting of well-structured lessons with measurable outcomes. ☐ Focus Indicator (check if yes)	☐	☐	☐	☒
I-B. Instruction: Ensures that practices in all settings reflect high expectations regarding content and quality of effort and work, engage all students, and are personalized to accommodate diverse learning styles, needs, interests, and levels of readiness. ☐ Focus Indicator (check if yes)	☐	☐	☐	☒
I-C. Assessment: Ensures that all principals and administrators facilitate practices that propel personnel to use a variety of formal and informal methods and assessments to measure student learning, growth, and understanding and make necessary adjustments to their practice when students are not learning. ☐ Focus Indicator (check if yes)	☐	☐	☐	☒
I-D. Evaluation: Ensures effective and timely supervision and evaluation of all staff in alignment with state regulations and contract provisions. ☐ Focus Indicator (check if yes)	☐	☐	☒	☐
I-E. Data-Informed Decision Making: Uses multiple sources of evidence related to student learning—including state, district, and school assessment results and growth data—to inform school and district goals and improve organizational performance, educator effectiveness, and student learning. ☐ Focus Indicator (check if yes)	☐	☐	☐	☒
I-F. Student Learning: Demonstrates expected impact on student learning based on multiple measures of student learning, growth, and achievement, including student progress on common assessments and statewide student growth measures where available. ☐ Focus Indicator (check if yes)	The Student Learning Indicator does not have corresponding descriptions of practice. Evidence of impact on student learning based on multiple measures of student learning, growth, and achievement must be taken into account when determining a performance rating for this Standard.			
OVERALL Rating for Standard I: Instructional Leadership The education leader promotes the learning and growth of all students and the success of all staff by cultivating a shared vision that makes powerful teaching and learning the central focus of schooling.	☐	☐	☐	☒

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

Superintendent Tara Kohler has demonstrated Exemplary performance in Instructional Leadership by successfully cultivating a shared vision that makes powerful teaching, inclusive learning, and student wellbeing the central focus of the schools. She has spearheaded the integration of the Profile of a Learner (POL), Universal Design for Learning (UDL), and Social and Emotional Learning (SEL) into a calibrated, rigorous curriculum. Under her leadership, the district has successfully implemented robust, data-informed intervention and enrichment programming, such as the elementary WIN programs and the successful EHMS Academic Labs, which are already yielding measurable student growth. Furthermore, Superintendent Kohler has prioritized continuous educator growth through multi-year professional development initiatives, including the DESE SEB Academy, paraprofessional training, and teacher-led peer-to-peer learning. Her visionary approach is perhaps most evident in the expansion of student opportunities beyond the traditional classroom, successfully securing new Innovation Pathway designations, launching the FHS Business/Finance pathway, and establishing partnerships like the "After Dark" vocational program and the Northeast Maritime Institute. Through these initiatives, Superintendent Kohler ensures that all students are provided with high-quality and equitable pathways to academic and post-secondary success.

Superintendent's Performance Rating for Standard II: Management & Operations



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)		U	NI	P	E
II-A. Environment: Develops and executes effective plans, procedures, routines, and operational systems to address a full range of safety, health, emotional, and social needs. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
II-B. Human Resources Management and Development: Implements a cohesive approach to recruiting, hiring, induction, development, and career growth that promotes high-quality and effective practice. ☐ Focus Indicator (check if yes)		☐	☐	☒	☐
II-C. Scheduling and Management Information Systems: Uses systems to ensure optimal use of data and time for teaching, learning, and collaboration, minimizing disruptions and distractions for school-level staff. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
II-D. Law, Ethics, and Policies: Understands and complies with state and federal laws and mandates, school committee policies, collective bargaining agreements, and ethical guidelines. ☐ Focus Indicator (check if yes)		☐	☐	☒	☐
II-E. Fiscal Systems: Develops a budget that supports the district's vision, mission, and goals; allocates and manages expenditures consistent with district- and school-level goals and available resources. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
OVERALL Rating for Standard II: Management & Operations The education leader promotes the learning and growth of all students and the success of all staff by ensuring a safe, efficient, and effective learning environment, using resources to implement appropriate curriculum, staffing, and scheduling.		☐	☐	☐	☒

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

Superintendent Tara Kohler has earned an Exemplary rating in Management and Operations through her proactive, strategic approach to district facilities, safety, and capital planning. Demonstrating outstanding fiscal stewardship and operational foresight, she successfully executed numerous critical infrastructure improvements, most notably completing the Phase I FHS Gable project on time and under budget, while also securing town capital funding for the Tripp School roof replacement. Superintendent Kohler has prioritized a safe, healthy, and accessible learning environment by conducting district-wide HVAC and facility needs assessments, partnering, and resolving long-standing issues such as the FHS water infiltration. Furthermore, her implementation of modernized systems, including the digitization of building plans for proactive maintenance and the contracting of E911 for upgraded exit numbering, highlights her commitment to emergency preparedness and operational efficiency. From finalizing outdoor classrooms to completing major window and structural upgrades, Superintendent Kohler's exceptional ability to manage resources, collaborate with municipal departments, and deliver tangible facility improvements ensures a safe, sustainable, and highly effective learning environment for all students and staff.

Superintendent's Performance Rating for Standard III: Family and Community Engagement



Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)		U	NI	P	E
III-A. Engagement: Actively ensures that all families are welcome members of the classroom and school community and can contribute to the effectiveness of the classroom, school, district, and community. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
		☐	☐	☐	☒
III-B. Sharing Responsibility: Continuously collaborates with families and community stakeholders to support student learning and development at home, school, and in the community. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
		☐	☐	☐	☒
III-C. Communication: Engages in regular, two-way, culturally proficient communication with families and community stakeholders about student learning and performance. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
		☐	☐	☒	☐
III-D. Family Concerns: Addresses family and community concerns in an equitable, effective, and efficient manner. ☐ Focus Indicator (check if yes)		☐	☐	☐	☒
		☐	☐	☐	☒

OVERALL Rating for Standard III: Family & Community Engagement

The education leader promotes the learning and growth of all students and the success of all staff through effective partnerships with families, community organizations, and other stakeholders that support the mission of the district and its schools.

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

Superintendent Tara Kohler has earned an Exemplary rating in Family and Community Engagement by actively fostering a district culture that is collaborative, inclusive, and connected to the broader community. She has championed equitable access and shared responsibility by removing barriers to participation, most notably through providing four comprehensive sessions of K-12 After-School Enrichment Programming completely free of charge, inclusive of transportation. Superintendent Kohler has successfully engaged families through targeted, high-impact events like the EHMS Mental Health Awareness Night and elementary Literacy Nights, while also expanding inclusive programming such as Unified Sports. Her approach to community outreach has cultivated strategic partnerships that directly benefit student learning; under her leadership, the district launched its first Innovation Pathway, expanded Early College and Dual Enrollment opportunities, and increased access to internships. Furthermore, her dedication to civic engagement was demonstrated through the FHS Day of Service, which connected students with over ten local organizations. Through these efforts, Superintendent Kohler ensures that families, businesses, and community stakeholders are active, valued partners in the educational success of all students.

Superintendent's Performance Rating for Standard IV: Professional Culture

Rate each focus Indicator and indicate the overall Standard rating below. (*Focus Indicators are those aligned to superintendent goal(s).)

	U	NI	P	E
IV-A. Commitment to High Standards: Fosters a shared commitment to high standards of service, teaching, and learning with high expectations for achievement for all. ☐ Focus Indicator (check if yes)	☐	☐	☐	☒
IV-B. Cultural Proficiency: Ensures that policies and practices enable staff members and students to interact effectively in a culturally diverse environment in which students' backgrounds, identities, strengths, and challenges are respected. ☐ Focus Indicator (check if yes)	☐	☐	☒	☐
IV-C. Communication: Demonstrates strong interpersonal, written, and verbal communication skills. ☐ Focus Indicator (check if yes)	☐	☐	☐	☒
IV-D. Continuous Learning: Develops and nurtures a culture in which staff members are reflective about their practice and use student data, current research, best practices, and theory to continuously adapt practice and achieve improved results. Models these behaviors in his or her own practice. ☐ Focus Indicator (check if yes)	☐	☐	☒	☐
IV-E. Shared Vision: Successfully and continuously engages all stakeholders in the creation of a shared educational vision in which every student is prepared to succeed in postsecondary education and become a responsible citizen and global contributor. ☐ Focus Indicator (check if yes)	☐	☐	☒	☐
IV-F. Managing Conflict: Employs strategies for responding to disagreement and dissent, constructively resolving conflict and building consensus throughout a district or school community. ☐ Focus Indicator (check if yes)	☐	☐	☒	☐
OVERALL Rating for Standard IV: Professional Culture The education leader promotes the learning and growth of all students and the success of all staff by nurturing and sustaining a districtwide culture of reflective practice, high expectations, and continuous learning for staff.	☐	☐	☒	☐

Comments and analysis (recommended for any overall rating; required for overall rating of Exemplary, Needs Improvement or Unsatisfactory):

Superintendent Tara Kohler has earned a Proficient rating in Professional Culture, demonstrating steadfast leadership during a challenging fiscal period. The district is currently navigating external budgetary constraints from the town, which have unfortunately led to less than need support staff and less than competitive compensation. While these financial realities, and the resulting loss of key personnel, have made the cultivation of a deeply rooted professional culture difficult, these systemic issues are mostly outside of Superintendent Kohler's direct control. Despite these significant obstacles, she has navigated the situation with professionalism and grace. She has worked diligently to maintain a shared commitment to high standards and keeps the remaining staff focused on the district's core educational vision. Her transparent communication skills and her empathetic approach to managing staff morale have been vital in supporting her team through this transition. By continuously advocating for her educators and modeling steady, reflective leadership in the face of adversity, Superintendent Kohler provides a stabilizing presence that sustains the district's professional environment to the greatest extent possible given current resources.

Follow up on Fy26-27 High School Tuition Rate Request

Paula Bailey <paulabailey@acushnetschools.us>

Thu, May 14, 2026 at 10:31 AM

To: Tara Kohler <tkohler@fairhavenps.net>

Cc: "Nicole Pacheco (SC)" <nicolepacheco@fairhavenps.net>, Ronald Houde <ronaldhoude@acushnetschools.us>, Sheri Souza <ssouza@fairhavenps.net>, Melissa Cordeira <melissacordeira@acushnetschools.us>, Susana Nunes-Bilhete <susananunesbilhete@acushnetschools.us>, Aldo Petronio <aldopetronio@acushnetschools.us>, Nicole Verronneau Potter <npotter@fairhavenps.net>, Brian Monroe <bmonroe@fairhavenps.net>, Keith Hickey <khickey@fairhaven-ma.gov>

Hi Tara,

Thank you for your response and for sharing the School Committee's concerns, particularly in light of the timing of the town's budget process.

At this time, we would respectfully request moving the July negotiations meeting to June 17. If that date is not feasible, we would propose either June 29 or June 30 as alternatives. We also ask that your team come prepared with its best and final offer so that we may bring the matter back to our full committee for consideration and a decision regarding a long-term successor agreement.

Thank you for your consideration. We look forward to continuing our discussions and working toward a resolution.

Best regards,

Paula

Acushnet Public Schools

708 Middle Road, Acushnet MA 02743

**Dr. Paula J. Bailey****Superintendent**paulabailey@acushnetschools.us
(508) 998-0260 option 5

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AGREEMENT
REGARDING OUT OF DISTRICT STUDENTS

This Agreement dated the ____ day of _____, 2026 by and between the Acushnet School Committee (hereinafter referred to as "Acushnet") and the Old Rochester Regional School Committee (hereinafter referred to as "Old Rochester") (collectively, the "Parties.").

WHEREAS, Acushnet and Old Rochester wish to enter into this agreement pursuant to Massachusetts General Laws Chapter 76, section 12, which allows students residing in Acushnet (hereinafter, "Acushnet students") to attend Old Rochester Regional High School upon terms to be negotiated by the two Parties;

THEREFORE, in consideration of the promises contained herein, the Parties agree as follows:

1. Subject to appropriation and the terms and conditions of this Agreement, Old Rochester agrees to accept all students residing in Acushnet who wish to attend Old Rochester Regional High School for grades 9 through 12, commencing with the school year beginning August 2026. The Parties agree to cooperate in good faith to provide reasonable assistance and information to all Acushnet students enrolling in Old Rochester hereunder. Old Rochester agrees to provide all instruction to students, and all associated services that are ordinarily and customarily provided to its own students, according to all applicable laws and regulations. Acushnet students will be subject to all of the privileges and restrictions applicable to resident students, including as outlined in the applicable program of studies, student handbook, and discipline code. Unless expressly allowed by this Agreement, Old Rochester agrees not to exclude Acushnet students from programs or services based on their Acushnet residency. Old Rochester reserves the right to refuse enrollment or terminate the enrollment of any Acushnet student in the event Old Rochester determines in its reasonable discretion that the student warrants expulsion under applicable law. Notwithstanding the above, Acushnet acknowledges and agrees that resident students of Old Rochester member towns have statutory rights to attend Old Rochester, and nothing herein shall be deemed to require the enrollment of Acushnet students to the extent it interferes with or limits the rights of Old Rochester resident students to attend Old Rochester due to lack of appropriation, staff, and/or availability of space, as determined by Old Rochester in its reasonable discretion..
2. Acushnet agrees to provide proof of residency for all students who participate in this Agreement with Old Rochester, prior to initial enrollment. Proof of residency will consist of, without limitation, such documentation as is required by Old Rochester School Committee Policy for resident students. Subject to applicable law, Acushnet agrees to provide Old Rochester with all other student, school, health, or other data or records of any prospective or current Acushnet student as may be reasonably requested by Old Rochester.
3. Acushnet will use good faith efforts to identify all Acushnet students who wish to attend Old Rochester in any particular school year, Acushnet will provide the names of all such students to Old Rochester on or before March 31 preceding such school year.

4. Both Parties agree to comply with any and all applicable federal, state or local laws, regulations and guidance, including but not limited to the Family Educational Rights and Privacy Act of 1974 in relation to any personally identifiable information obtained and/or shared hereunder related to Acushnet students.
5. Acushnet shall pay to Old Rochester the amount of Ten Thousand Dollars (\$10,000.00) per student enrolled under this Agreement for the school year 2026-2027, 2027-2028, and 2028-2029. Acushnet shall pay to Old Rochester the amount of Ten Thousand Five Hundred Dollars (\$10,500.00) per student enrolled under this Agreement for the 2029-2030 and 2030-2031 school years. Any amounts payable by Acushnet under this Paragraph shall be prorated based upon the number of days the student attended Old Rochester over the total number of days in Old Rochester's school year. Old Rochester agrees to immediately notify Acushnet when a student subject to this Agreement disenrolls from Old Rochester and, subject to applicable law, Old Rochester will provide Acushnet with information reasonably requested by Acushnet related to the terms of this Agreement. Old Rochester agrees to notify Acushnet of any Acushnet student absences in excess of 10 continuous school days to determine whether payment need still be made under this Agreement. Payments under this Paragraph shall be suspended during any out of district placement or home schooling.
6. The Parties acknowledge and agree that nothing in this Agreement shall be construed to affect the rights of students eligible to attend Old Rochester under the provisions of M.G.L. c.76, §12B. For those Acushnet students currently enrolled at any Old Rochester school under the school choice program as of the date of execution of this Agreement, Acushnet shall pay an amount equal to the agreed upon Tuition rate in this Agreement. For any Acushnet student enrolled at the Old Rochester High School under the school choice program after the execution of this Agreement, Acushnet shall pay an amount equal to agreed upon Tuition rate in this Agreement.
7. Acushnet shall pay to Old Rochester all athletic fees on behalf of Acushnet students subject to this Agreement who participate in athletics at Old Rochester, at the rates applicable to all Old Rochester students. Old Rochester will notify Acushnet of any change in fees. Acushnet reserves the right to pass these fees on to the affected students. Old Rochester agrees to provide all students under this Agreement with the same electronic devices that are provided to Old Rochester students, at Old Rochester expense.
8. Acushnet is responsible for transporting Acushnet students to and from Old Rochester, including all costs related thereto. The Parties agree to meet and confer in good faith to determine the most efficient mechanism for fulfilling this obligation; provided, Old Rochester shall maintain sole and exclusive authority over its arrival and dismissal procedures. Acushnet agrees that Old Rochester is not responsible for Acushnet students prior to their arrival or after their dismissal, but that any disciplinary action taken against students as a result of activities on buses before and after school will be the responsibility of Old Rochester, and Acushnet will provide information to Old Rochester to allow Old Rochester to fulfill that responsibility.

9. Each party agrees to immediately provide notice to the other party when an Acushnet student notifies it of an address change outside of Acushnet or either party otherwise determines that a student no longer resides in Acushnet. Acushnet has no responsibility to pay for students under this Agreement after such notice if in fact the student no longer lives in Acushnet.
10. Acushnet shall pay to Old Rochester for Special education students subject to this Agreement an amount equal to the School Choice Special Education Increment Template calculated and posted by the Massachusetts Department of Elementary and Secondary Education annually. All other payment terms and conditions in this Agreement apply to special education students. Should a special education student subject to this Agreement need out of district services, the parties agree to meet and confer on the appropriate placement as Acushnet is financially responsible for all out of district costs including but not limited to tuition, transportation, and other related costs. Acushnet shall further be financially responsible for all extended school year services, extended day services, independent educational evaluations, 1:1 educational assistants or nurses, special transportation, and other IEP services, evaluations, and placements which are not generally available within Old Rochester programs. Old Rochester shall meet and confer with Acushnet, and to the extent permitted by law, invite Acushnet to any applicable team meeting discussions, where Old Rochester expects imposition of these costs to be at issue.
11. Other than the payments and expenses described herein, Acushnet has no responsibility for any payment or expense incurred by Old Rochester on behalf of students subject to this Agreement.
12. Acushnet students attending Old Rochester under this Agreement will be considered for all purposes students of Old Rochester and entitled to participate in all programs or services of Old Rochester, including all extracurricular and athletic programs. Such students shall be subject to all rules, regulations and policies of Old Rochester.
13. Old Rochester shall invoice Acushnet three times per year, on or before December 1, March 1, and June 1 of a particular school year for payment under this Agreement. Invoices and payment shall be submitted to the office of the school business administrator of the receiving party or such other address as the receiving party may designate by written notice to such school business administrator. Said invoice shall contain the identity of all students who are subject to this Agreement and confirm their continued attendance at Old Rochester. Payment for undisputed amounts due shall be paid by Acushnet within thirty (30) calendar days of receipt of the invoice. Every attempt will be made by Acushnet to pay the final bill for June of each year as soon as possible and no later than June 30th of that year.
14. Termination.

- a. The initial term of this Agreement is for five (5) years, commencing August 1, 2026 and terminating July 31, 2031. This Agreement terminates automatically at the end of the initial term and shall not be renewed or extended except by mutual agreement of the Parties.
 - b. Upon request of either party prior to December 31, 2030, the parties shall meet and confer in good faith regarding any extension hereof. Absent mutual agreement regarding an extension, Old Rochester has the option to renew this agreement for five (5) additional, successive one (1) year periods at a Two Hundred Dollar (\$200.00) increase each year.
 - c. Either Party may terminate this Agreement for cause, in the event that the other Party has breached a material term of this Agreement. In the event of a material breach, the offended party shall provide a written notice to cure to the breaching party and provide the breaching party at least thirty (30) calendar days to remedy any breach before terminating this Agreement.
 - d. Either party may terminate this Agreement for convenience upon at least two hundred forty (240) calendar days' notice to the other party.
 - e. In the event the Parties terminate this Agreement other than for cause, any student remaining in Old Rochester at the time of termination may continue to attend Old Rochester at their option. In that event, the terms and conditions of this Agreement survive termination as to such student.
 - f. Notwithstanding the above, the effective date of any termination of this Agreement shall not be during an ongoing school year except by mutual agreement of the Parties.
15. To the fullest extent permitted by law, each Party shall indemnify, defend, and hold harmless the Other Party and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by a Party of its obligations under this Agreement, or the willful or negligent act or omission of a Party, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose willful or negligent acts or omissions they may be liable, regarding the work to be performed by a Party under the Agreement, or which arise out of the violation of any federal, Massachusetts or Town statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Party or any of its officers or employees regarding the subject matter of this Agreement. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Other Party and any judgment that may be obtained in any such claim or suit.

16. Old Rochester shall provide services under this Agreement as an independent contractor with Acushnet and not as an employee of Acushnet. The Parties agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Parties as joint ventures or partners, and no employee, agent or representative of either party shall be entitled to receive any benefits of employment with the other party, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation, solely by virtue of this Agreement.
17. Except as otherwise provided in this Agreement all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section.

If to Acushnet: Dr. Paula Bailey (or current superintendent)
 Superintendent of Schools
 Acushnet Public Schools
 708 Middle Road
 Acushnet, MA 02743

With copies to: Andrew Waugh, Esq.
 Murphy, Hesse, Toomey & Lehan, LLP
 50 Braintree Hill Office Park, Suite 410
 Braintree, MA 02184

If to Old Rochester: Michael S. Nelson (or current superintendent)
 Superintendent of Schools
 Old Rochester Regional School District
 135 Marion Road
 Mattapoisett, MA 02739

With copies to: Peter C. Sumners, Esq.
 Murphy, Lamere & Murphy, P.C.
 50 Braintree Hill Office Park, Suite 202
 Braintree, MA 02184

18. Any action at law or suit in equity instituted by either party as a result of the performance, non-performance or alleged breach of this Agreement shall be filed in a court of competent jurisdiction the Commonwealth of Massachusetts, and in no other court or jurisdiction.
19. No action or failure to act by either Party shall constitute a waiver of a right or duty afforded to such Party under the Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by

either Party shall be construed as a waiver or in any way limit the legal or equitable remedies available to such Party. No waiver by either Party of any default or breach by the other party shall constitute a waiver of any subsequent default or breach.

20. Neither Party may assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the other Party.
21. This Agreement may be amended only by written consent of the parties.
22. This Agreement constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Agreement. When executed, this Agreement supersedes any other agreement of any of the parties in connection with the transaction contemplated.
23. If any provision, or portion thereof, of this Agreement shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
24. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.
25. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
26. In the event that Acushnet enters into any similar agreement with another school regarding the subject matter of this Agreement, that contains terms that are superior to what Acushnet agrees to provide Old Rochester under this Agreement, Acushnet agrees to provide those terms to Old Rochester via amendment to this Agreement. Acushnet will immediately notify Old Rochester of any such similar agreement it enters into during the term of this Agreement and provide Old Rochester a copy of same.
27. The Parties agree to meet and confer to discuss matters related to this Agreement or future partnerships between the Parties including a possible regionalization study. The Parties agree to use good faith efforts to meet in a timely manner in order to effectuate the purposes of this Paragraph.
28. Nothing in this Agreement will provide any benefit to any third party or entitle any third party to any claim, cause of action, remedy or right of any kind.
29. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. Any proof of this Agreement shall require production of only one such counterpart duly executed by the Party to be charged therewith. The parties may sign and deliver this Agreement by facsimile or using other electronic means, including digital signatures. Copies of this Agreement shall be treated as originals.

30. Each of the undersigned representatives represents and warrants that they are duly authorized to enter into this Agreement on behalf of the party for whom they sign and to bind such party to its terms and conditions.

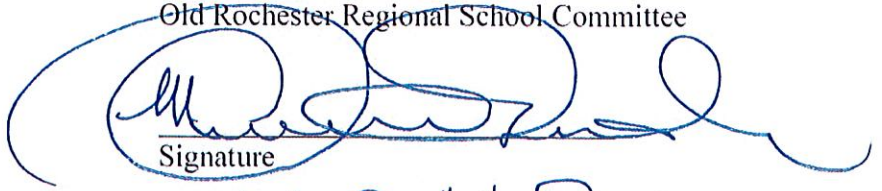
Acushnet School Committee

Signature

Printed Name

Printed Title

Old Rochester Regional School Committee


Signature

Michelle Ouellette Smith
Printed Name

School Committee Chair
Printed Title