



**FAIRHAVEN SCHOOL COMMITTEE MINUTES
ACUSHNET SUB COMMITTEE MEETING MINUTES
August 25, 2026**

MEMBERS PRESENT: Nicole Pacheco, Michael Sherman

STAFF PRESENT: Superintendent Tara Kohler, Executive Assistant Sheri Souza

The meeting was called to order by Mrs. Pacheco at 12:02 pm.

The Subcommittee reviewed the background of tuition negotiations in order to bring new members up to speed on ongoing developments. Superintendent Kohler reviewed materials, including a timeline (Attachment A), the current Tuition Agreement (Attachments B) and a draft of a map detailing school choice and non-high school sending districts across the Commonwealth (Attachments C).

The subcommittee confirmed that students currently registered at Fairhaven High School for the FY27 academic year remain fully covered under the existing contract. Tuition under this agreement is calculated using the Department of Elementary and Secondary Education (DESE) formula, which incorporates a 4% annual inflation cap despite actual cost increases reaching roughly 7% per year. As a reference point, the baseline FY26 tuition rate was approximately \$12,500 per student.

Superintendent Kohler went over the recent agreements Acushnet has with Old Rochester Regional and New Bedford. Acushnet entered into a contract with Old Rochester at a reduced rate of \$10,000 per student for the first two years and \$10,500 for years three through five, plus special education adjustments. This agreement contains a clause that Old Rochester's rate will automatically increase if Acushnet agrees to pay another district a higher rate. New Bedford waived tuition entirely for two years. Acushnet requested that Fairhaven match the \$10,000/\$10,500 rate for FY27 and subsequent successor agreements but the Subcommittee reaffirmed its position to continue billing at the contractually established rate.

The Superintendent provided an update on a recent meeting with the DESE Commissioner regarding systemic flaws in state education financing. She stated they spoke about the outdated \$5,000 School Choice cap that was set in 1991 and statutory loopholes allow districts to essentially bid out student placements in ways that undercut standard educational costs. Superintendent Kohler gave an example of state approved Online Schooling rates being set at \$13,733 per student, where a physical school does not exist. She emphasized that Chapter 70 aid is intended to follow the specific students for whom it is allocated rather than being redirected. The Commissioner acknowledged these concerns, noting that Massachusetts school choice laws are dated, and indicated he would ask DESE's Chapter 70 team to review the situation. The Subcommittee also discussed whether Fairhaven has legal standing to seek an injunction while these statutory issues are reviewed, and the Superintendent agreed to consult legal counsel on this possibility.

Superintendent Kohler told the Subcommittee she will conduct a follow up meeting with the DESE Commissioner's office prior to the next Subcommittee Meeting and speak to legal counsel regarding agreement terms. The Subcommittee agreed to have a joint meeting between the School Committee and the Fairhaven Select Board in October. The Subcommittee will also ask the Town Administrator to join their next meeting in September.

A motion was made by Mr. Sherman to table as possible tuition agreement with Acushnet, seconded by Mrs. Pacheco, passed unanimously (2-0).

A motion was made by Mr. Sherman to adjourn, seconded by Mrs. Pacheco, passed unanimously (2-0).
Adjourned at 1:01 pm.

Sheri Souza
Secretary to the School Committee
Fairhaven Public Schools

Approved September 16, 2026

Acushnet Timeline

January 6, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

2:00 PM

Hi Andy and Tara:

Happy New Year! I hope this email finds you well. I wanted to check in because my staff heard that FHS is no longer offering Spanish. Can you confirm?

Thanks,

Paula

2:38 PM

Good afternoon,

For this year, we are not offering any foreign language classes due to COVID restrictions. Our classes rely so much on the spoken language that we took the precaution and decided not to run the courses out of safety. In terms of normal programming, we do intend on resuming Spanish classes when safe, hopefully next year.

I hope this helps. Please let me know if you have any other questions.

Andy

2:42 PM

Hi Andy:

Makes sense. I was told a different version so I thought I'd check with you. You know how that goes....

I hope all is well and thanks again,

Paula

September 1, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

8:03 AM

Hi Andy:

I know I'm a day late, but wanted to thank you for hosting our district for Dr. Brown's inspirational convocation! I had to move my daughter into college yesterday so I'm just catching up on things now... Sorry I didn't recognize you with your mask on! LOL Hopefully, the pandemic will get better as the year progresses.

Best wishes for a great year ahead!

Paula

9:13 AM

Hi Paula,

It was great having your educators join us at FHS. Dr. Brown was amazing and he had such a great message to start the school year.

Have a great school year and I look forward to more opportunities to work together.

Take care.

Andy

September 7, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

10:13 AM

Hi Andy:

I need to respond to this email from a school committee member. I am also checking in with Angie, our Curriculum Director, to be sure our students are on track when they enter 9th grade at FHS. Please let me know if you have concerns about Acushnet students in math. I am assuming they are offered all of the same courses as the incoming Fairhaven students?

Thanks,

Paula

9:59 AM

Hi Paula, can you please let me know if this year we are going to be on track for our eighth graders to be ready to take geometry in ninth grade next school year. Let me know when you have a chance. Thanks!

Sarah Gomes
Acushnet School Committee

1:52 PM

Hi Paula,

Incoming 9th grade students have three choices for a math course based on their skill, knowledge, and 8th grade teacher recommendation. They can take CP Algebra, Honors Algebra, or Honors Geometry. We offer those choices to all our incoming students, from Fairhaven or Acushnet.

I would suggest having our Academic Lead for Math and your Curriculum director connect with each other and talk about 8th and 9th grade math curriculum and pathways. Our math department Lead is Scott Francis. Scott has also mentioned an interest in collaborating with your 8th grade math teachers. I can have Scott reach out to your curriculum director if you send me their contact.

Scott's email is sfrancis@fairhavenps.net

Let me know your thoughts on this. Hope the start of the year was smooth.

Andy

September 10, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

11:04 AM

Hi Andy:

This is going to seem like a random request but here it goes.... I've done a lot of work in the past with a promoter for music, etc. and have had some "big" names come through my schools for concerts, etc. My friend, Billy Dufresne, asked if I would be willing to shoot a music video in our school library. When I sent him the pictures of our middle school library, the video people were looking for something larger and older -- high school or college. I thought I'd reach out to you first to see if you have an interest.

Here's some info:

They are shooting a video for Nicole Michelle (you can Google her) and they are doing a flip of "Breakfast Club" movie. They want to shoot it in the library like the movie was....there will be a small party scene within the school. Saturday or Sunday shoot would work best.

No pressure at all. If you are not interested I have other contacts. If you are interested, I would send you his contact info and he would probably want a couple of pics of your library to see if it's what they are looking for.

Thanks,

Paula

TGIF!!!

September 14, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

10:14 AM

Hi Paula,

Sorry for the delay in responding. This could be interesting. Let me know if you want me to send a few pics of our library to see if they are interested.

Hope all is well.

Andy

10:49 AM

Hi Andy:

Yes, definitely send me pics as soon as you can.

Thanks,

Paula

12:02 PM

Hi Paula,

Here are a few pics of our library.

Let me know if you need anything else.

Andy

1:16 PM

Hi Andy:

Thank you so much for sending these. I forwarded them to Billy. Your library is absolutely beautiful! So much character!

I will keep you posted when Billy gets back to me.

Thanks again,

Paula

September 15, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

2:00 PM

Hi Andy and Billy:

I'd like to electronically introduce you to each other. Billy Dufresne (my friend and manager/producer) please meet Andy Kulak -- principal of Fairhaven High School.

Andy, they LOVED your library! They would definitely be interested in filming at your school. They are interested in the possible dates: Oct. 9, 10 or 11 OR Oct. 16 or 17.

They are also looking for "extras" for a partying scene in the library.

Let me know if either of you need anything else from me! (Billy -- do I get a finder's fee? LOL)

Thanks,

Paula

September 17, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

1:38 PM

Hi Paula,

Would you have a few minutes on Monday to talk through a scenario of an Acushnet student trying to enroll in FHS? I know we don't normally talk about enrollments but this one is of particular concern.

Let me know what works best for you.

Thank you.

Andy

2:26 PM

Sure. I'm available Monday morning after 9. Do you want to give me a name and I can see what we know about the student on my end? Or, if that's not necessary, no worries.

Have a great weekend, Andy!

Paula

3:39 PM

The student is *****.

I'll try you around 9:15 Monday.

Thanks. Have a good weekend yourself.

Andy

September 20, 2021: Email Exchange Acushnet Superintendent w/ Principal FHS:

3:39 PM

Hi Andy:

We did a bit more digging now that I had an Acushnet address. ***** showed up on our McK-V Homeless list. Do you have a prior address in New Bedford for him?

We know his sister, *****, who was at NBHS and wanted to transfer to FHS. She's been residing at the Acushnet address with the grandparents for several years as they have custody.

I'm thinking ***** lived with someone else in New Bedford...a parent? Who has legal custody?

Here's my cell in case you need it: 508-***-****. It's easier to get me that way.

Thanks,

Paula

July 5, 2022: Email Exchange Principal FHS w/ Acushnet Superintendent:

11:09 AM:

Hi Paula,

Hope you're enjoying some of the summer.

I just wanted to reach out because Ana Raposa listed you as a reference. She applied for one of our secretarial positions here at FHS.

Would you be available to talk or maybe let me know some of your thoughts?

Thanks,

Andy

12:00 PM:

Hi Andy:

Summer has already been crazy. My brother got married this past weekend so it was a weekend full of family celebrations. I'm exhausted! LOL

I worked with Ana at Winslow School. Call me anytime -- cell: [REDACTED]

Thanks,

Paula

****Email exchanges above requested after the February 1, 2024 meeting between Acushnet & Fairhaven****

May 10, 2023: Fairhaven School Committee Meeting Minutes:

Mr. Monroe noted he was approached about reopening regionalization with Acushnet. Mrs. Kohler stated if something more formal comes regarding the topic we will put it on the agenda for further discussion.

October 11, 2023: Fairhaven School Committee Meeting Minutes:

Mr. Monroe also mentioned that it was brought to his attention in a non formal capacity that Acushnet may be looking for regionalization with Old Rochester Regional. Mr. Veitch stated he will attempt to reach out to the Acushnet School Committee for more information.

October 24, 2023: Email from School Committee Chair Colin Veitch to Acushnet School Committee Chair Jennifer Downing:

Dear Jennifer:

I am following up on two matters that have come to our attention and that are significant to our district.

The first arises from a brief conversation that occurred during the FHS open house on October 5, 2023. During that event your Vice Chair Sarah Gomes approached our Vice Chair Brian Monroe and informed him that Acushnet was discussing an arrangement with Old Rochester Regional School District regarding a tuition/attendance arrangement under which Acushnet students would commence attending Old Rochester Regional High School in lieu of attending Fairhaven High School. This is the first we had knowledge of this possibility. Obviously, this change would have a substantial impact on FHS, as well as on the current Tuition Agreement between Acushnet and Fairhaven which expires on August 31, 2026. Initially, I need confirmation from you as to the current status of any discussions with Old Rochester and that the effective date of any transition to Old Rochester would be September 1, 2024. Upon receiving this information I will be in an informed position from which we can further address this issue.

The second matter initially arose from a brief, casual mention to Brian by Sarah at an FHS track meet in May 2023 followed by a brief text from her to Brian in late August. The gist of these communications was that Acushnet is entertaining the possibility of entering into a regional school district agreement with Fairhaven. It goes without saying that this is clearly of importance on our end. I am therefore looking for an update regarding Acushnet's exploration of this possibility so that our School Committee can have a meaningful internal discussion about this and whether further steps in that direction would make sense.

Thanks for your anticipated response.

Colin Veitch

Chair, Fairhaven School District

October 25, 2023: Fairhaven School Committee Meeting Minutes:

Mr. Veitch reminded the Committee of Mr. Monroe's update at the last meeting regarding his unofficial communication with the Vice-Chair of the Acushnet School Committee. Mr. Veitch wrote an email to the Chair of the Acushnet School Committee and will be sending a formal letter as well. Mr. Monroe had shared at the last meeting that the Acushnet Vice Chair reached out to him back in May and then again in August via text stating Acushnet is entertaining the possibility of entering into a regional school district agreement with us. Then in October during an open house the Acushnet Vice Chair mentioned to Mr. Monroe that Acushnet had a meeting with Old Rochester Regional about a possible tuition attendance agreement with them. Mr. Veitch stated this is two conflicting points of data, again stating with no formal communication as of yet. Mrs. Kohler stated to the committee that in September she received a formal text from Mr. Monroe that she would be hearing from the Superintendent's secretary in Acushnet about setting up a meeting regarding the regionalization. She would like to go on record stating they have not reached out to her office yet. Mr. Veitch reiterated the formal letter will go out tomorrow and we will place the Acushnet topic back on the agenda at the next meeting.

November 1, 2023: Email from Acushnet School Committee Chair Jennifer Downing to School Committee Chair Colin Veitch
Hello Colin,

Thanks for your email. I am following up with Dr. Bailey and the administration on these matters and will be back in touch with more information soon. Thanks for your patience.

Best regards,
Jennifer

November 10, 2023: Email from Acushnet School Committee Chair Jennifer Downing to School Committee Chair Colin Veitch
Hello Colin,

Thank you for your patience. Attached please find a letter responding to your recent questions. Please be in touch with Dr. Bailey or me if you have further questions or concerns.

With best regards,
Jennifer Downing

Attachment A: Letter dated 11.7.23



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Paula J. Bailey, Ed. D.
Superintendent of Schools

November 7, 2023

Mr. Colin Veitch
Chair
Fairhaven School Committee

Re: Response to October 24, 2023 correspondence

Dear Colin:

I'm writing on behalf of the Acushnet School Committee ("Acushnet") to respond to your correspondence dated October 24, 2023. In your email correspondence, you raise two questions. The first question is broadly whether Acushnet is contemplating an arrangement with Old Rochester Regional School District "regarding a tuition/attendance arrangement under which Acushnet students would commence attending Old Rochester Regional High School in lieu of attending Fairhaven High School." Your second question arose from a "brief, casual mention" by an Acushnet member to a member of the Fairhaven School Committee that Acushnet is "entertaining the possibility of entering into a regional school district agreement with Fairhaven."

As you may be aware, the Acushnet School Committee has periodically reviewed its arrangements with the three (3) school districts to which it tuitions its high school students to determine if they are meeting the needs of the students. In response to your first question, Acushnet has been informally exploring whether adding another high school to its menu of options would be beneficial to its students. While many Acushnet parents and their students who attend Fairhaven High School are very happy with its course of studies and their experience, some parents have raised concerns about Fairhaven's offerings. In particular, several parents have raised concerns about the relatively small number of Advanced Placement (AP) offerings at Fairhaven High School. In comparison to other high schools on the South Coast, Fairhaven offers the least options for AP courses on the South Coast, along with two other school districts. Compounding this issue is that the time at which the AP classes are offered forces students to choose between taking a rigorous course which may help them with college applications, and a

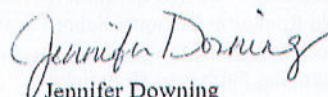
desirable elective. Acushnet has not received any indication that the number of AP offerings will grow at Fairhaven. To the contrary, the perception is that AP offerings have diminished over time.

A second unrelated issue is that there is a growing perception that Acushnet students are not able to access the same level of services as Fairhaven students, particularly, access to adjustment counselors. As you know, Acushnet contributes to Fairhaven the dollar value of a 0.4 FTE to provide an adjustment counselor two days a week. Multiple students have attempted to access adjustment counselor services on days other than when the "Acushnet" 0.4 FTE adjustment counselor is present, only to be discouraged from accessing full-time adjustment counselors.

For these reasons, Acushnet is exploring the feasibility of adding another high school to its offerings that would meet the needs of those Acushnet families who feel that they are not being met in Fairhaven. To be clear, Acushnet's goal would be to supplement, not replace Fairhaven High School as an option based on the fact that many families are happy and satisfied with their Fairhaven experience.

In response to the second question, Acushnet is not, at this time, contemplating regionalizing with Fairhaven. In the event that Acushnet's view on regionalization with Fairhaven changes, we would certainly notify the Fairhaven School Committee in a timely manner so that the parties could take the appropriate steps for regionalization.

Sincerely,



Jennifer Downing
Chair
Acushnet School Committee

Cc: Dr. Paula Bailey, Superintendent

November 10, 2023: Email from School Committee Chair Colin Veitch to Acushnet School Committee Chair Jennifer Downing
Hi Jennifer. Thank you for the thoughtful response.

Could I propose that the two of us have a meeting, or at the least, a phone call sometime soon? I think talking about these issues in person would be really productive and more pleasant than letters.

I work in town and have a pretty flexible schedule with no travel in the near future. If that sounds good, please call/text me when you have time.

Cell: 508-264-1490

Enjoy your weekend.

Colin

November 15, 2023: Fairhaven School Committee Meeting Minutes:

Mr. Veitch explained to the Committee he has not received a response back from Acushnet in writing regarding his letter. He will be reviewing this issue at a meeting tomorrow morning with the Administration and will report out at the next meeting. Mrs. Kohler noted she reached out to the Superintendent of Schools in Acushnet. The Acushnet School Superintendent shared that they do not want to stop having an agreement with us, the idea is to broaden the opportunities and they have an interest in discussing possible regionalization. She also shared that she has watched some of the Acushnet School Board meetings, and believes it is important to stay on top of what we are about and protect what we have here. The perception of budget cuts from the Town is a big part of why this conversation is happening. Mr. Monroe asked if the Acushnet Superintendent has been informed by the Acushnet School Committee

in regards to our budget situation? Mrs. Kohler stated she is not and she will be meeting with her in the next few weeks and will inform her of what she has observed and heard.

November 15, 2023: Fairhaven School Committee Meeting information not stated in the Minutes:

Mr. Veitch stated he has had email correspondence with the Acushnet School Committee Chair regarding having a meeting in order to move forward in a productive and friendly way towards a goal. He has not heard back as of today regarding a time and or date.

December 13, 2023: Fairhaven School Committee Meeting Minutes:

Mr. Veitch stated he has not received a response back from Acushnet. Mrs. Kohler will be reaching out to the Acushnet Superintendent of Schools to see if they would still like to have a conversation. Mrs. Kohler also noted that FHS created a video for the eighth graders potentially coming into the school. It was well done, she will share with the committee.

December 20, 2023: Email from Acushnet Superintendent to Fairhaven Superintendent

Hi Tara,

I missed you yesterday at the Old Colony Roundtable. I hope all is well. As you know, my SC Chair responded to your SC Chair regarding Acushnet wanting to add another high school option -- ORR. Our district wants to continue the strong relationship we have with Fairhaven and continue to have Fairhaven be an option for our 8th graders who must choose a high school placement.

We have not heard anything back and my School Committee is wondering if we are all set to add ORR to our list of high school choices. Is this something you are okay with or do you want to schedule a meeting with my committee members. They are eager to get moving with this.

Thanks and I look forward to hearing from you,
Paula

(Attachment B)

December 20, 2023: Email from School Committee Chair Colin Veitch to Acushnet School Committee Chair Jennifer Downing

Hello. I wanted to check in again about a meeting to talk about this. I think a face to face about what would work best for both of us would be valuable. I know the holidays are a little busy so maybe sometime soon after? Please let me know. Thanks!

December 20, 2023: Email from Acushnet School Committee Chair Jennifer Downing to School Committee Chair Colin Veitch

Hi Colin,

Apologies for the delayed response. It seems I missed your first email. I was traveling overseas for work at that time.

I understand that Superintendent Kohler and Bailey met for lunch today. I'm happy to meet to discuss the matter further, but I would like to include Tara and Paula in a future conversation, as well Sarah Gomes, our Vice Chair of the SC here at Acushnet.

Do you want to look at dates after the New Year?

Best regards,
Jennifer

February 1, 2024 Meeting Fairhaven & Acushnet:

Attendees: Fairhaven - Colin Veitch, Mark Balestracci, Nicole Potter

Acushnet - Paula Bailey, Kim Bettencourt, Patrick McIntyre, Jennifer Downing, Sarah Gomes

Acushnet shared concerns about AP offerings and wanting to add Old Rochester Regional to the tuition agreement.

February 6, 2024:

Received email communications noted above between Principal, Fairhaven High School, Andy Kulak and Acushnet Superintendent, Paula Bailey.

February 7, 2024: Fairhaven School Committee Meeting Minutes:

Mr. Veitch informed the committee that there had been a meeting with the Acushnet School Superintendent, Acushnet School Business Manager, Acushnet School Committee representatives, Mrs. Potter, Mr. Balestracci, and himself. He will update the committee on the details of that meeting once he updated and discussed the requests with Mrs. Kohler.

Mr. Veitch stated that at the meeting with the Acushnet School Committee, Acushnet has been talking to Old Rochester Regional (ORR) as a possible supplement to Fairhaven, citing more programs, AP classes, etc. He stated a lot of the issues revolving around budget, resources, programs, staff, and access to things they believe Fairhaven kids have. There is some frustration on their part, and he noted there is also frustration on our part, as we also want to offer more programs, etc. for all students. Mr. Veitch asked the Committee to note how important that relationship is while discussing the budget. We want to provide for all our kids, and their kids are also our kids.

(Attachment C)

March 13, 2024: Fairhaven School Committee Meeting Minutes:

Mr. Veitch started by providing the Committee with some background information on the Town of Acushnet's School District. Acushnet does not have their own High School, they have an agreement with New Bedford High School and Fairhaven High School to tuition their students with transportation and a tuition agreement that runs 10 - 12 years at a time. Mr. Veitch stated we have two years left of our current agreement with Acushnet. These agreements have been going on for decades. Acushnet also has the opportunity for their students to apply to Old Colony Regional Vocational Technical High School. Mr. Veitch noted there is also a totally separate program, School Choice, that Fairhaven does not opt into, but other local schools such as Dartmouth, and Old Rochester Regional (ORR) do. Mr. Veitch went on to say if a child from Fairhaven wants to utilize School Choice and go to a district such as Dartmouth, the District pays approximately \$5,000 per child, and the parent must supply transportation. Acushnet has a population of students that does School Choice in the districts around the area as well.

At a recent meeting, Mr. Veitch learned that Acushnet has chosen to start talking to ORR about entering into a tuition agreement with them. Mr. Veitch also stated at the meeting, Acushnet expressed concern about our program of studies, scheduling, AP courses, and they feel that there is a small population of children where needs aren't being met by Fairhaven therefore they would like to enter a tuition agreement with ORR. During the meeting with Acushnet it was reiterated that within our existing agreement, Acushnet is required to only have their students come to Fairhaven or New Bedford. Mr. Veitch stated Acushnet has requested we modify the existing agreement, and remove the word 'only' so they can then enter into an agreement with ORR now. Mr. Veitch noted that Acushnet would be paying double for the children who would want to go to ORR and they would also have to supply transportation. Mr. Veitch asked how many children they were referring to, Acushnet could not supply that number, they did not know how many kids were being refused or if they were even being refused by ORR, so he was not sure what the urgency was regarding the request. Mr. Veitch proposed they discuss the option of an agreement extension or a brand new agreement instead. Acushnet did not agree, they wanted our Committee to immediately vote on whether we should modify the existing agreement with them.

Mr. Veitch told the Committee that was the news he had at this time and he has brought it forward so the Committee can discuss this option. Mrs. Kohler reiterated it was going to cost Acushnet more money and transportation for them to go to ORR, Mr. Veitch noted it would be multiple hundreds of thousands of dollars in addition to what they are already paying. Mr. Andersen asked if this request was coming from the students. Mr. Veitch answered that they only met with the Chair of the School Committee, the Vice Chair, the Superintendent, the Student Services Director, and the Business Manager. Mr. Andersen asked if the Acushnet Select Board was involved as this is a hot financial item. Mr. Veitch stated from what he understands, the Town of Acushnet's budget and deficit is larger than Fairhaven's. Mr. Andersen is shocked they would be making these major financial decisions without the input of hire ups.

Mrs. Kohler added that she had asked Mr. Kulak if he was aware of any concerns from our parents or students from Acushnet regarding the issues brought up at the meeting. Mr. Kulak stated he was unaware of any issues. That being said, Mrs. Kohler was a bit taken aback by the whole situation. Mr. Veitch said he would have preferred more communication from Acushnet sooner. Mr. Monroe also stated he was taken aback. It is normal for students in high school and college, and as well as in life to not always get the courses, etc that they may want. He reiterated that

when he was approached by an Acushnet School Committee member in the fall at a track event, they had mentioned they would be reaching out to Fairhaven regarding regionalization and that phone call never came. Mr. Monroe stated he believes requests of this nature should be formal from one Chair to another. He does not believe at the meeting that Acushnet asking to remove the wording 'now' is negotiating in good faith. It did not give Fairhaven time to digest what this would mean, and he does not see this as a positive for either party. Mrs. Kohler also stated she shared with the Superintendent of Acushnet Schools in December that we say no to School Choice because we maintain room for our Acushnet students, we welcome every one of them that want to come, there is no restriction, application, no nothing. If we start getting the message that Acushnet does not want to be here, we may have no choice but to open School Choice slots, which could go back to having a limit of slots for the Acushnet students. Mrs. Kohler noted neither Superintendent wants to have that type of relationship within the Districts. Mr. Monroe said with full assurance that he would not be making a motion to alter any agreement this evening. Mr. Andersen then stated he believes this is highly inappropriate and bad faith to ask this in the middle of the year. Mrs. Pickup asked if the Acushnet families had been asked about this. She believes a decision should not be made until they have feedback from our Acushnet families. Mrs. Kohler agreed and noted that is a good point. Discussion ensued. Mr. Veitch said becoming a region would be a good choice and would be a good discussion.

A motion was made by Mr. Andersen, to direct Mrs. Kohler to draft a response to the Acushnet School Committee, seconded by Mrs. McKenna, approved (6-0).

Mrs. Kohler ended the discussion by saying she would like to keep a good relationship with Acushnet moving forward.

(Attachment D)

April 10, 2024: Fairhaven School Committee Meeting Minutes:

Mrs. Pickup requested Mrs. Kohler re-explain the risk of falling below NSS and also the effect of Acushnet regionalizing with Old Rochester Regional would have on FPSD. Mrs. Kohler stated there is a baseline in which we are supposed to meet to say that we've done the foundation, the very bottom level of what our students and staff need, the foundation budget. There is also NSS, which about two years out, you get that figure for two years prior. Mrs. Potter constantly monitors that we are hitting NSS, we are very close to that figure. It is all the money that goes into education minus certain things. If the number dips under NSS, the first year there is a warning issued, if it continues there is a penalty of a dollar amount that comes off of the Chapter 70 money that does not get lifted.

Mrs. Kohler then explained the General Fund that the Town has is a number of things that we help contribute to things such as documenting medicaid, and those monies go back to the Town. Same thing happens with Acushnet tuition. It is approximately 2.3 to 2.5 million dollars that goes to the Town from tuition expenses. Mrs. Kohler stated we are about a year and a half out from having the Acushnet tuition agreement expire. She went on to say that at one point Acushnet expressed interest in the possibility of regionalizing with FPSD, that is no longer their intent. Acushnet has expressed interest in adding another school to their tuition agreement which could have an impact on us. She also noted that if that money goes down, it will affect the entire Town, not just the schools. She stated that because of this the vision people are seeing, that we are taking a lot of hits, or not being valued sends messages that extend way beyond Fairhaven. Mrs. Smith asked what percentage of the 2.3 million from Acushnet do we get back from the Town and is the Town aware that the contract with Acushnet is expiring in a year and a half, and are they already saying they are not going to continue with us? Mrs. Kohler answered they are not saying they are not going to continue, she believes they hope to have multiple High School options. Our contract states they need our approval to go ahead and enter in an agreement with another District, our stance is unless we are going to extend our contract, we do not have a desire to do that. Mr. Veitch reiterated that the tuition money goes into the "one big pot theory", the General Fund, with things like tax levy, excise taxes, etc. It gets divided up with certain calculations and we get about 45% of that, where it used to be 57%. It all goes in and out according to Town Meeting votes, that is why Town Meeting is so important.

January 22, 2025: Fairhaven School Committee Meeting Minutes:

Mrs. Pickup asked the Committee if there was already a partnership in place between the Acushnet and Old Rochester School Districts, this is what she heard from an Acushnet parent. Superintendent Kohler stated not that she is aware, there is still a contract between Fairhaven and Acushnet and she will reach out to the Acushnet Superintendent to clarify. Mr. Veitch and Mr. Monroe also stated they will reach out to the Chair and Vice Chair of the Acushnet School Committee to begin discussing the future of this partnership. (Attachment E)

Email Exchange from FPS Student Services Director to Laura Barillo, Acushnet Parent, FPS Superintendent

January 29, 2025:

Hello, Laura!

Thank you for taking the time to speak with me this afternoon.

Per our conversation, we will have to look into the following items as it appears that Achushnet is departing from Fairhaven:

-I will reach out to Kim B and ask if they are forming their own

Based on that information we will have to consult the SEPAC guidance from DESE. Look into the joint bank account. And update our website.

Let's try and connect again tomorrow.

Thanks you, Tanya

February 3, 2025, 8:00AM:

Good morning,

What exactly happened? I'm so confused by this.

Laura can you just update me what happened and forward any communications please.

Appreciate any information you can provide.

Tara

8:03AM

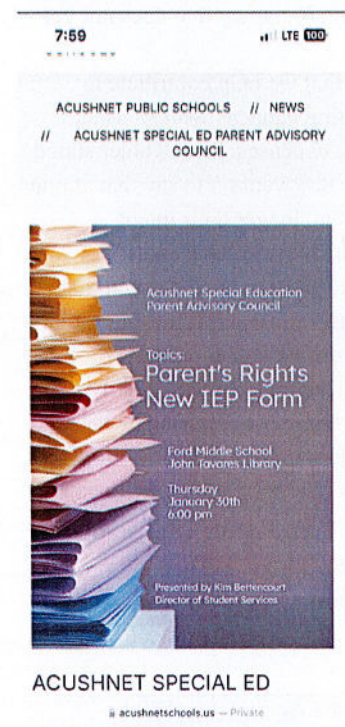
Good Morning!

The screenshot is from the website. I spoke to Kim Bettoncourt and she stated that they have decided not to partner with Fairhaven.

They have already changed their website.

Laura, can you check Facebook?

Tanya



2:46 PM:

Yes, they have created their own page.

As into what happened I'm completely unsure, I had received a message via fb on the SEPAC page back in December asking if we were disbanding from Acushnet from Kim which I stated not to my knowledge. I had extended my wishes to meet via in person or zoom to begin planning for the new year. I as well messaged Ebony informing her we were holding the parents rights meeting and I would be posting information on our shared page regarding the upcoming event. Ebony had stated she would not be able to attend the meeting as it was not enough notice. I had asked her about plans to hold Acushnet rights meetings and she said it was to be determined. I believe they are just now holding this meeting this month. I then reached out to Tanya when I saw the new page as I was confused, and did not expect it. I am fine with moving forwards separately however I want to make sure we are following the guidelines. This is all the information which I have at this time.

Laura

(Attachment F)

February 3, 2025: Email from Kimberli Bettencourt Acushnet Student Services Director to FPS Student Services Director

Sorry...I never got a chance to call you yesterday. I also got a message from Megan in your office about SEPAC; is that what you were texting me about?

Ebony, our Acushnet PAC parent, and I decided a couple of months ago to move toward our own SEPAC. I think you and I spoke or emailed about this. It appears that the Fairhaven PAC chair had quite a bit of activity and meetings since the beginning of the year but never reached out to Ebony to collaborate, as has always happened in the past. Additionally, our families were not provided with the information to attend the meetings scheduled by Laura and the Fairhaven PAC people so we had no way of knowing what was going on.

I had reached out to Laura via FB with questions but no follow up from her.

At this point we are moving forward with an Acushnet SEPAC and I'd like to schedule a meeting with you, me, Ebony and Laura to do the official separation of the 2 SEPACs. I'll have Lucy reach out to Megan for some dates then I'll have you connect with Ebony and Laura if you'd like.

I'll most likely see you later at SMEC so we can touch base then!

Kimberli A. Bettencourt

(Attachment G)

February 12, 2025: Fairhaven School Committee Meeting Minutes:

Mrs. Pickup asked the Committee if there was an update on the Acushnet and Old Rochester School rumor she questioned at the last meeting. Superintendent Kohler answered she had reached out to the Acushnet Schools Superintendent, our agreement with them still stands, students do have the option of School Choice. She also mentioned that Mr. Veitch will be reaching out to the chair of the Acushnet School Committee to discuss the future.

March 3, 2025: Email from FPS Student Services Director to FPS Superintendent

Hi! I have been told by Kim B. of Acushnet that they are separating from Fairhaven. I was also informed by Kim that there is \$800.00 in the checking account that will need to be divided.

I had a meeting scheduled with Kim, however, she canceled due to the chairs not being able to attend.

(Attachment H)

April 4, 2025: Email exchange between FPS Business Manager and Patrick McIntyre, former Acushnet Business Manager

9:25AM

There has been a lot of discussion recently with our Town about the future of Acushnet. Do you have any information on what Acushnet intends to do regarding our partnership?

Thanks,

Nikki

9:36 AM

As far as the relationship with FHS - I don't see anything changing (in my own opinion). We are far from any sort of regionalization and I believe your district received a letter about our process on having you and our other partner HS present at a SC meeting on the opportunities your HS offers for our students which will parlay into entering a new HS tuition agreement.

Patrick McIntyre

May 5, 2025:

Text exchange between Paula Bailey, Acushnet Superintendent and Tara Kohler, Fairhaven Superintendent regarding budget and hiring. Superintendent Kohler asks "Could we get creative and share anything?" Superintendent Bailey responds "I'm not sure that we can share at this point..."

May 16, 2025, 8:37 AM: Email from [REDACTED] to Acushnet Superintendent:

Dear Dr. Bailey,

We are the parents of an eighth grade Acushnet resident. Our [REDACTED] however, has attended Fairhaven Public Schools since kindergarten. I am a teacher at [REDACTED], and for transportation reasons, we opted to enroll her in Fairhaven as per a clause in my contract that allows me to seek permission from the Superintendent of Fairhaven Public Schools to enroll my children. [REDACTED] has continued through the past 8 years in Fairhaven and I have repeated the process of seeking permission for her to continue enrollment over the years.

As an eighth grader and Acushnet resident she has the option of various high schools to attend which is a benefit awarded to residents and is one of the reasons we chose to live in Acushnet. [REDACTED] has chosen to attend Fairhaven High School in the fall, which, again, as an Acushnet resident, [REDACTED] has a right to legally attend. I have been in contact with Mrs. Poulos since the fall for guidance in regards to registration. She was wonderful and incredibly helpful. A few weeks ago, I submitted the residency statement as well as a copy of my license, mortgage statement and utility bill as required to prove residency to Mrs. Poulos. I was contacted Friday by Ms. Bettencourt questioning my route of registration because by registering her as a resident, I will be costing the town of Acushnet tuition money. I explained to her that I did not pursue the contractual clause because [REDACTED] is a legal resident and no longer needed permission from the Superintendent to attend Fairhaven High School. She then responded that she was going to have to refer this to the business manager for him to look into this matter.

We have been taxpayers in Acushnet since 2009. We did elect to enroll our children in Fairhaven schools. However, at this point, our [REDACTED] has a legal right to enroll in Fairhaven High School as an Acushnet resident and we have properly proven our residency. We are questioning why our registration is being forwarded to the business manager. I did email Mr. McIntyre proactively upon receiving Ms. Bettencourt's email to explain our situation just as I have explained it to you in this email. Seeing as this all transpired on a Friday afternoon, I obviously have not heard back from him yet. I will also be contacting Mrs. Potter, the Fairhaven business manager, to keep her abreast of the situation.

We wanted to bring this matter to your attention since we feel we are wrongfully being questioned about our rights to enroll our Acushnet resident [REDACTED] legally at Fairhaven High School. We are looking forward to resolving this matter so that her residency paperwork can be filed along with all the other Acushnet eighth graders who will be attending Fairhaven High School in the fall. We are happy to come in for a meeting to discuss the matter in more detail with you if there are any further questions.

Thank you for your time and attention to this matter,

[REDACTED]

May 16, 2025, 10:37 AM: Email exchange Acushnet Director of Student Services and Acushnet Parent:

Hi [REDACTED]

I received the registration information for [REDACTED] but I'm a bit confused as to why [REDACTED] wouldn't be staying in Fairhaven Schools per your contract.

If [REDACTED] has been able to attend Fairhaven Schools all this time under your contract, I would assume that would continue into high school. I'm not sure if you are aware that Acushnet is required to pay tuition for any student attending Fairhaven High School which is why I'm questioning this. If your contract allows [REDACTED] to remain in Fairhaven Schools, I would expect that [REDACTED] continues in that manner.

Please reach out with any questions,

Kim Bettencourt

12:49 PM:

Hi Kim,

There is a process that we must go through in order to receive permission for staff children to attend Fairhaven Public Schools which I have had to do repeatedly over the years for [REDACTED] to attend Fairhaven schools. Because she now can enroll as a proper residential student, I don't know if permission would have been granted for her to continue on in this manner. As a result, I proceeded with enrollment this year as an Acushnet resident. This also opens the door for us to receive bus transportation to and from Fairhaven High School should that need arise for us as a family which has not been the case over the past eight years. I, therefore, would like to continue enrollment of [REDACTED] as an Acushnet resident to Fairhaven High School. Please let me know if you need any additional information from me to continue in this manner.

Thank you,

[REDACTED]

12:53 PM:

Thank you for the information [REDACTED]. I will have to refer this to our Business Manager so someone will get back to you.

Kim Bettencourt

8:51 PM: Email from [REDACTED] to Fairhaven School Business Manager:

Hi Nikki,

I wanted to keep you in the loop with a situation that is arising with the enrollment of my [REDACTED] at Fairhaven High next year. Since kindergarten, [REDACTED] has attended Fairhaven schools with permission of the Superintendent as per our Unit A contract. [REDACTED] is currently in eighth grade and has elected to attend Fairhaven High next year. Since we are Acushnet residents, I no longer would need to seek out permission for her to enroll and could register her properly as a resident. I have been in contact with Erika Benevides at Fairhaven High and Kacie Poulos at Ford who have both been incredibly helpful. I submitted the residency paperwork to Mrs. Poulos as was required by Acushnet residents. Today, I received an email from Kim Bettencourt in Acushnet questioning my course of action in registering my daughter because I will be costing Acushnet tuition money this way. She advised me to pursue the contractual route instead as I have been doing all these years. I responded back, explaining that I would not need permission, nor would I think permission even be granted, because my [REDACTED] is a resident and can legally enroll now at Fairhaven. She then told me that she would need to refer my case to the business manager in Acushnet. I have emailed Dr. Bailey to question the route that is being taken about registering my [REDACTED] and just wanted to make you aware of the situation also seeing as they are bringing in their business manager to assess my situation. Am I correct that there should be no hindrance in enrolling my Acushnet resident [REDACTED] in Fairhaven High School?

Thanks,

[REDACTED]

May 19, 2025: Email from Acushnet Student Services Director to [REDACTED]:

Hi [REDACTED]

I wasn't trying to be difficult but I needed to make our Business Office aware. [REDACTED] registration is all set. Please complete the bus registration if you haven't already done so.

Please reach out with any questions.

Kim Bettencourt

May 20, 2025, 3:12 PM: Email from Acushnet Superintendent to [REDACTED]:

Dear Ms. [REDACTED]:

Thank you for your email. If your district advised you to register, then that's what should happen. We can discuss the issue with the Superintendent.

Best regards,

Dr. Bailey

May 20, 2025, 4:02 PM: Email from Acushnet Superintendent to Fairhaven Superintendent:

Re: [REDACTED] Grade Teacher at [REDACTED] School) 8th grade [REDACTED]

Hi Tara,

I hope this message finds you well. I'm reaching out regarding a situation that was recently brought to our attention involving a Fairhaven Public Schools teacher who is also an Acushnet resident. She is seeking to register her [REDACTED] -- a current 8th grader and long-time Fairhaven student -- for enrollment at Fairhaven High School this fall.

As you may know, the student has attended Fairhaven Public Schools since kindergarten under the provision in the Fairhaven teachers' collective bargaining agreement that allows staff to request permission to enroll their children in-district. The family has followed this process consistently over the years. However, as their [REDACTED] transitions to high school, they are now seeking to enroll [REDACTED] as a resident student of Acushnet. This change would shift the financial responsibility to our district through the tuition agreement we have in place with Fairhaven.

This raises an important question and concern for us:

**** Is it possible for the student to continue [REDACTED] education at Fairhaven High School under the provisions of your collective bargaining agreement, rather than as a tuitioned Acushnet student? In this case, Fairhaven would still receive Chapter 70 funding for the student, and Acushnet would not incur additional tuition costs.**

As you are aware, our district is currently facing significant financial challenges. We are being level-funded and are in the process of making difficult staffing cuts due to the town's fiscal constraints. Absorbing an unexpected additional high school tuition would further strain our already limited resources and could necessitate even deeper cuts.

We recognize that this situation involves nuanced considerations around residency, tuition, and contractual language, and we are hopeful that it can be resolved in a way that is fair and sustainable for both districts. It is our hope that the student may continue at Fairhaven High School under the same contractual provision that has been in place throughout her educational journey.

I appreciate any clarity you can provide on Fairhaven's position and would be happy to connect further to discuss this in person or over the phone if that would be helpful.

Thank you for your time and consideration.

Kind regards,

Paula

May 29, 2025, 12:36PM: Email exchange forwarded to Fairhaven Superintendent from [REDACTED]

May 29, 2025, 12:37 PM: Email exchange forwarded to Fairhaven Superintendent from [REDACTED]

May 29, 2025, 12:46 PM: Email from [REDACTED] to Fairhaven Superintendent & Business Manager

Hi Tara and Nikki,

I just forwarded you my email thread with Kim Bettencourt and Paula Bailey. I also emailed the business manager on the same day that this all began, however, I do not have a copy of that email. I clicked on his email address via the Acushnet Schools site and sent my email that way and unfortunately, that method didn't provide me with a copy of what was sent. I basically restated my situation to him as I did with Dr. Bailey and Ms. Bettencourt, but he never responded.

I never responded to Dr. Bailey because I had heard the day before from Ms. Bettencourt that [REDACTED] was all set so I just dropped the matter. I reached out to Erika Benevides and she did confirm with Acushnet that my residency documents were approved and [REDACTED] is all set to enroll. I was fearful that my paperwork would somehow get "lost" as a result of this hoopla so I just wanted to make sure that there wouldn't be any further issues.

Please let me know if you need anything more from me.

Thank you,

[REDACTED]

July 1, 2025: Email from Acushnet Executive Assistant to the Superintendent:

Good afternoon,

I am writing to inform you that there has been a date and time change on the school committee meeting for the high school presentations. The new date is August 26th at 5:30. Please find the revised invitation attached.

Thank you,
Suzy Nunes-Bilhete

(Attachment I: High School Tuition Criteria Invite)



Acushnet Public Schools

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Superintendent of Schools

Kimberli Bettencourt
Director of Student
Services

Aldo Petronio
Business Manager

Patrick Mistler
Director of Technology

Angela Ruggeri
Director of Curriculum,
Instruction & Assessment

July 1, 2025

Acushnet Public Schools - High School Tuition Criteria Presentation Invitation

Dear Superintendent Kohler,

Acushnet Public Schools is committed to providing our PreK-8 students with access to high-quality high school education options. To assist our School Committee in making informed decisions regarding tuition agreements, we invite your school to present a 20-30 minute overview highlighting the exceptional opportunities and programs available to our students.

Presentation Details:

Date: August 26, 2025

Time: 5:30pm

Location: Ford Middle School Library, 708 Middle Road, Acushnet, MA

What We're Looking For

We request your presentation to address the following criteria, which align with our district's values and priorities for student success:

Academic Offerings

- **Advanced Placement (AP) Courses:** Number and variety of in-person courses
- **Early College Pathways:** Opportunities for dual enrollment and college credit
- **Curriculum:** Career Vocational Technical Education (CVTE) programming and Green-rated options
- **Course Delivery:** Emphasis on in-person vs. online (Apex) offerings

Student Experience

- **Extracurricular Activities:** Variety and accessibility of clubs, organizations and arts programs
- **Athletics:** Comprehensive sports programming and levels offered
- **Transportation:** Availability of late buses and after school options
- **Sense of Belonging:** Programs fostering inclusion and connection for Acushnet students

Support Services

- **Special Education:** Comprehensive services and resources for diverse learners
- **Counselor Access:** Availability of direct services and student-to-counselor ratios

Equity and Diversity

- **Demographics:** Representation, equity initiatives, and diversity programming
- **SEI Endorsement:** Proportion of SEI-endorsed staff

The Acushnet Public School Department does not discriminate because of race, color, national origin, sex, gender identity, sexual orientation, religion, disability, or age.



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Paula J. Bailey, Ed. D.
Superintendent of Schools

School Performance & Environment

- Class Sizes: Student-teacher ratios
- Teacher Longevity: Experience and retention of teaching staff
- School Performance: VOCAL survey results, graduation rates, and accountability measures
- Facilities: Modernity and upkeep of school buildings
- Safety and Security: Presence of School Resource Officers (SROs) and safety measures

What Makes Your High School Standout?

- In your opinion, why are you a good fit for Acushnet students?

Family and Community Engagement

- Parent Involvement: Opportunities such as PTOs and SEPAC

Fiscal Responsibility

- Cost per pupil expenditures and student fees (i.e. transportation fees, athletic/club fees, etc.)
- Historical data on Net School Spending (NSS) and evidence of NSS being met

What to Bring

Please bring data, visuals, and examples that demonstrate how your school meets these criteria. Feel free to highlight unique programs or initiatives that set your school apart. All presentations should be submitted 48 hours prior to the scheduled school committee meeting.

Next Steps

To confirm your participation or for additional information, please contact Executive Assistant, Suzy Nunes-Bilhete, susananunesbilhete@acushnetschools.us or 508-998-0260.

We look forward to learning more about the opportunities your school can provide for Acushnet students. Thank you for your time and dedication to education!

Sincerely,

Ronald Houde
Acushnet School Committee, Chair

Paula J. Bailey, Ed.D.
Superintendent of Schools

The Acushnet Public School Department does not discriminate because of race, color, national origin, sex, gender identity, sexual orientation, religion, disability, or age.

September 10, 2025 School Committee Minutes:

Superintendent Kohler advised the Committee were invited to present what our District has to offer at the Acushnet School Committee meeting on August 26th. Our administration team presented along with testimonials from our students. Three other school districts presented as well, New Bedford, Old Rochester Regional, and Freetown Lakeville. The agreement with Acushnet expires in August of 2026, and she will continue to monitor the situation. Superintendent Kohler stated this decision will have financial implications to the Town.

Superintendent Kohler stated the students from Acushnet that are currently enrolled in Fairhaven can stay until they graduate. They stay at the tuition rates that have been previously established. She advised the Committee an email was sent to our families (Attachment A) regarding the status of those children in an attempt to address the concerns with the current Acushnet families, stating the children will continue to be welcomed and safe at Fairhaven High School.

Mrs. Pacheco asked if this would go in front of the Town of Acushnet for a vote. Superintendent Kohler believes it may be a School Committee vote, but is unsure if it will have to go in front of the Town. She also mentioned people move to Acushnet knowing the children will have two choices for high school, being us and New Bedford. Superintendent Kohler stated during the presentations the other districts were able to produce how many children they have at their high school via school choice, reiterating the students can already go to other districts if they choose. She believes Acushnet's decision to "shop around" is purely budgetary, and this is not what education is about.

Mr. Monroe asked when our School Choice decision needs to be made. Superintendent Kohler stated it is made in June.

Mr. Andersen asked if the Committee should authorize Superintendent Kohler to work with legal and get the agreement ironed out now. Superintendent Kohler stated she will continue to monitor the issue, and come to the Committee when it is necessary.

September 22, 2025: Letter from Acushnet Public Schools Superintendent regarding High School Tuition Update:
(Attachment J)



Paula J. Bailey, Ed. D.
Superintendent of Schools

Acushnet Public Schools

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Kimberly Battenscourt
Director of Student Services

Aldo Polonio
Business Manager

Patrick Minter
Director of Technology

Angela Reggisi
Assistant Superintendent of
Curriculum, Instruction &
Assessment

September 22, 2025

High School Tuition Agreements Update

Dear Families,

As you may know, the current Acushnet Public Schools (APS) high school tuition agreements with Fairhaven High School (established in 2014) and New Bedford High School (established in 2005) will conclude at the end of the 2024–2025 school year.

We recognize the deep community and personal connections that have grown through these long-standing agreements. The Acushnet School Committee is committed to a thoughtful, transparent process, with the best interests of our students at the forefront. Next week, the Committee will hold a meeting to establish a clear process and timeline that balances timeliness with careful deliberation.

A key consideration moving forward is ensuring that our district remains fiscally responsible while sustaining whichever option we pursue. Although APS is legally required to maintain only one tuition agreement, we have always valued providing students with choices to find the high school that best matches their needs and aspirations. Preserving this commitment to student choice will continue to be an important factor in our discussions.

In the coming weeks, we will meet with superintendents of the high schools involved to review financially feasible options while prioritizing the educational opportunities available to Acushnet students.

Please be assured that for our current high school students and families, the existing agreements with Fairhaven and New Bedford guarantee that all students already enrolled may complete their education there, even if a new agreement is not reached.

We also know our middle school students – particularly our eighth graders – are eager to learn more about their options. During the August 26, 2025, School Committee meeting, four schools (Apponequet High School, Fairhaven High School, New Bedford High School, and Old Rochester Regional High School) presented information about their programs. You can view that presentation [here](#). As always, students interested in applying to Old Colony Regional



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Kimberly Battencourt
Director of Student Services

Aida Polanco
Business Manager

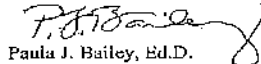
Patrick Misner
Director of Technology

Angela Ruggeri
Assistant Superintendent of
Curriculum, Instruction &
Assessment

Vocational Technical High School or Bristol County Agricultural High School should continue their application process with support from our middle school staff. Our annual High School Night will be held later this fall, with more details to follow.

We understand how important these decisions are for your family and appreciate your patience and trust as we move through this process. Together, we will ensure that every Acushnet student has access to a high school experience that helps them thrive. I will continue to keep you informed as plans develop and decisions are made.

Sincerely,


Paula J. Bailey, Ed.D.
Superintendent of Schools

September 24, 2025: Fairhaven School Committee Meeting Minutes:

Superintendent Kohler reminded the Committee that they have the right to approve the budget number for the District. She stated that the Town has made it clear that they would like us to be a bit earlier in our process. We have decided to move up the process with the Principals approximately a month. Doing this will allow the District to get numbers to you a little sooner. Superintendent Kohler also stated the new Town Administrator (TA) starts next week and she will wait to see what type of timeline he is hoping for. She reminded the Committee this is an ebb and flow process. Mr. Andersen asked if the new TA hasn't started yet, who is asking for the numbers early, Superintendent Kohler confirmed Assistant Town Administrator, Town Accountant, Anne Carreiro. Mrs. Pacheco asked how the expiring agreement with Acushnet will impact the budget numbers if we don't know it will be renewed. Superintendent Kohler stated Acushnet has a meeting coming up to form a timeline to make a decision well before August. She also reminded everyone, students enrolled in Fairhaven High School prior to August will be eligible to stay until they graduate. Superintendent Kohler also stated she shared with the new TA how fragile the Acushnet situation is, and there will be hard conversations had, because it is not ok for someone else's budget problems to impede on us.

October 1, 2025: Email from Paula Bailey to the Districts of ORR, New Bedford, Fairhaven, Freetown / Lakeville:

Dear Superintendents,

The Acushnet School Committee met last night, Sept. 30, 2025, to discuss the upcoming high school tuition agreements, including the logistics and development of a planning timeline.

Ultimately, the Committee's goal is to reach a decision regarding future high school agreements by December 2025.

As part of this process, Committee members are interested in touring your high schools. They would appreciate a range of options for these visits, including:

Times during the school day when students are present
Evening options
Weekend availability

Please let us know what dates and times might work best for your team to accommodate these tours so that we can coordinate accordingly.

In addition, our central leadership team would like to schedule meetings with you and your business managers as soon as possible to exchange ideas and begin negotiations for a potential high school agreement.

Here are some proposed dates and times for these initial meetings:

-- Wednesday, October 8 @ 9 or 10 a.m. or 1 or 2 p.m.

- Thursday, October 16 @ 11, 1, 2, or 3 p.m.
- Friday, October 17 @ 9:30, 10:30, 11:30, or 1
- Tuesday, October 21 @ 9:30, 10:30
- Friday, October 24 @ 9:30, 10:30, 11:30, or 1

To help families make informed decisions, we plan to postpone our annual High School Night at Ford Middle School until after a final decision has been reached. However, we will continue to share information about the application processes for Old Colony Vocational High School and Bristol Agricultural High School, in alignment with their respective deadlines.

Please contact my assistant, Suzy Nunes-Bilhete, (cc'd) to confirm your tour availability and meeting time. Once confirmed, we will send a calendar invitation.

Thank you for your time, partnership, and interest in working with the Acushnet Public Schools. We look forward to collaborating with you throughout this process.

Best regards,
Paula

October 6, 2025: Email to Fairhaven Superintendent from Acushnet

Good afternoon Superintendent Kohler,

I am just writing to follow up on the email that Dr. Bailey sent last week in regards to the high school tuition agreement planning and meeting request. Please take a moment to review the dates provided below and let me know if any of these dates work for you and your team to stop by for an initial meeting.

Thank you,
Suzy Nunes-Bilhete

October 7, 2025, 8:43 AM: Email to Acushnet from Fairhaven Superintendent

Morning Susana,

I've copied Sheri Souza (was waiting for her to get back from vacation). She will coordinate with our attendees to determine the best dates.

Thanks for your patience.
Tara

October 7, 2025: Email exchange with Fairhaven Superintendent Office & Acushnet Superintendent Office:

12:10 PM:

Good Morning Susana,

For the Business Manager meeting, if October 21st, at 10:30 am is still available, that would be perfect for us. Let me know.

For the School Tours:

During the School Day: Anything on Tuesdays or Thursdays works best

Evenings & Weekends: We will have to get back to you on. Are there any particular dates / times you are looking for?

Thanks!
Sheri

1:09 PM:

Hi Sheri,

I will confirm 10/21 and get back to you. As for the school tours. We can work around your schedules so whatever options you can provide, we will try to accommodate.

Thank you!
Suzy

1:47 PM:

Good afternoon Superintendent Kohler,
Thank you for sending your availability to meet with our central leadership team.

I am reaching out to let you know that we have scheduled the first meeting to discuss the initial stages of high school negotiations. Please find the details below.

Date: Tuesday, October 21, 2025

Time: 10:30am

Location: Acushnet Public Schools - Superintendent's Office 708 Middle Rd. Acushnet, MA (Located behind Ford Middle School)

Regards,

Suzy Nunes-Bilhete
Executive Administrative Assistant to the Superintendent of Schools

3:11 PM:

Thank you Susana!

October 15, 2025: Email from the Acushnet Superintendent Office to Fairhaven Superintendent Office:

Hi Sheri,

I just wanted to check back on the Fairhaven High tours. Can you provide dates for our school committee to tour when you have a moment? I know you had said Tues/Thurs work best but if you could assign a couple dates and times that would be great.

Thanks!

Suzy

October 15, 2025: School Committee Minutes:

The Superintendent briefly updated the Committee that Acushnet will be making a decision regarding renewing the contract by the end of December. She had heard they may extend the current contract for one year if they can't come to a conclusion by the end of December. They will be coming to tour the High School as well as having a meeting with the herself and Mrs. Potter. Mrs. Pickup asked if Acushnet was surveying the parents regarding the decision. Superintendent Kohler said she had heard there may be a survey going out to parents but that there will also be public comment nights for current and upcoming kids.

October 20, 2025: Email exchange with Fairhaven Superintendent Office & Acushnet Superintendent Office:

2:02 PM:

Hi Susana,

Thank you so much for your patience.

Here you go.

Tuesday, 10/28 - 5:30pm

Wednesday, 10/29 - 5:30pm

Thursday, 11/6 - 5:30pm

Thanks,

Sheri

2:08 PM:

thanks Sheri!

October 21, 2025: Email exchange Acushnet Superintendent Office to Fairhaven Superintendent Office:

9:37 AM:

Hi Sheri,

Our School Committee is asking if there are any day time options available? Please advise.

Thank you.

Suzy

9:44 AM:

Hi Susana,

Superintendent Kohler can do almost any Tuesday or Thursday morning. The only exception, at the moment, is November 6th.

Let me know if there is a certain day / time that they are interested in.

Thank you,

Sheri

1:52 PM:

Hi Sheri,

Can we add Thursday, 10/30 at 9:30 and Tuesday, 11/4 at 9:30?

Suzy

2:31 PM:

Yes, will do! Thank you!

October 22, 2025: Email from the Acushnet Superintendent Office to Fairhaven Superintendent Office:

Thank you!

October 28, 2025: Email from Acushnet Superintendent Office to Fairhaven Superintendent Office:

Hi Sheri,

Is it possible to push the 10/30 Tour to 10:30? One of our School Committee members isn't available until 1030. Please advise.

Also, I wanted to confirm that we have 11/6 at 530 confirmed for Aldo Petronio, Dr. Bailey, Jesse Ellis and Ebony McGlynn.

Thanks.

Suzy Nunes-Bilhete

October 28, 2025: Email from Acushnet Superintendent Office to Fairhaven Superintendent Office:

3:02 PM:

Hi Sheri,

I am just following up on my email from yesterday. Please let me know if we are OK to proceed with the tour tomorrow at 10:30.

Thanks,

Suzy

3:29 PM:

Hi Sheri,

I am just copying Tara and Andy on this email in case you are out of office. We plan to be at FHS tomorrow morning for 10:30 (instead of 9:30). It will be Aldo Petronio, Dr. Bailey, Jesse Ellis and Ebony McGlynn.

I then have 11/6 at 5:30 on our calendar with Aldo, Dr. Bailey, Jesse Ellis, Melissa Cordeira, and Ron Houde attending.

Thank you.

Suzy

October 30, 2025: Email exchange with Fairhaven Superintendent Office & Acushnet Superintendent Office:

8:15 AM:

Good Morning Susana,

Confirmed. Superintendent Kohler and Principal Kulak will be leading the tour today.

Also confirmed for 11/6 at 5:30.

Thanks

Sheri

8:31 AM:

Thank you.

Suzy

11:29 AM:

Hi!

Just following up regarding Tuesday, 11/4. Do you still need this day / time?

Or is it just 11/6 at 5:30?

Thanks!!

Sheri

11:42 AM:

Hi Sheri,

No, our school committee members are not available to attend on 11/4. Between today's tour and the 11/6 tour we should have our bases covered. Please confirm that Tara and Andy are aware of the upcoming date/time.

Thank you.

Suzy

11:42 AM:

Thank you!

Confirmed.

Sheri

November 11, 2025: Email Acushnet Superintendent to Fairhaven Superintendent:

1:00 PM:

Dear Tara,

Thank you for your continued interest in continuing to develop a high school agreement with Acushnet Public Schools, and thank you for taking the time to offer our administrators and School Committee members tours of your campus. The visits were informative and very much appreciated as we work to evaluate the best fit for our students and community.

We are addressing many elements regarding these contracts, but as we prepare for our next School Committee meeting, we would like to understand where you stand regarding these two proposed terms:

Tuition/Funding Basis

We will offer 70% of the Acushnet Chapter 70 "High School" (Column 6) funding rate from the DESE foundation page of the annual Chapter 70 final budget report. This represents exactly what the Chapter 70 formula calculates for Acushnet students. The other 30% will be applied toward transportation.

Transportation

Acushnet will assume all busing costs within the Town. We will need to discuss transportation logistics – whether Acushnet will transport from Pope Park or another agreed-upon location, or if partner districts would instead come to Acushnet to pick up their students.

We would appreciate it if you could share how you feel about these terms NO LATER than 12 Noon, Friday, November 14, 2005. Our School Committee may plan to discuss these options during our next School Committee meeting next week.

Additionally, please confirm whether your district's stance remains that you wish to remain as one of the existing districts -- along with New Bedford. When we met, you stated that if our district were to consider adding other districts (in addition to New Bedford), you preferred that we went with the other district(s). Our district would like to know if you still feel this way or if you would be open to Acushnet contracting with multiple districts regarding high school tuition agreements.

Thank you again for your time, collaboration, and willingness to engage in this process. We look forward to your feedback and to continuing these productive discussions.

Best regards,

Paula

1:11 PM:

Hi Tara,

Our chairperson, Ron Houde, and I would like to request a virtual meeting to take place on Tuesday, Nov. 18th. Could you let us know what time you would be available?

Many thanks,

Paula

November 13, 2025: Email exchange with Fairhaven Superintendent Office & Acushnet Superintendent Office:

10:59 AM:

Good morning Sheri and Tara,

I'm following up as Dr. Bailey has not yet received a response from Tara regarding her previous email about scheduling a meeting to discuss the high school tuition agreement. Our School Committee Chair, Mr. Houde asked that I check in to see if we might arrange this meeting prior to our upcoming School Committee session.

Would you be available for a virtual meeting next Tuesday, November 18th? Please let me know your availability at your earliest convenience.

Thank you.

11:11 AM:

Hi Susana,

Tara just received Dr. Bailey's email yesterday and is working to clear her schedule in order to offer available dates / times. Will get back to you soon!

Thanks for checking in!

Sheri

11:15 AM:

Awesome. Thank you!

2:37 PM:

Hi Susana,

Tara has cleared her schedule, what time works best for you on Tuesday the 18th?

Thanks!

Sheri

3:02 PM:

Hi Sheri,

Let me check with Ron and Paula and get right back to you. Is there a timeframe that is better? Morning, afternoon or evening? I know Ron has a hectic work schedule and would probably prefer evening but he has some flexibility.

Suzy

3:21 PM:

Hello again,

I was just on the phone with Ron. Does 4pm on Tuesday work for Tara? I can send a google meet link once confirmed.

Thanks.

November 13, 2025: Email exchange with Fairhaven Superintendent Office & Acushnet Superintendent Office:

8:00 AM:

Hi Susana,

Happy Friday!

4pm on Tuesday works.

Thanks!

Sheri

8:12 AM:

Thanks Sheri! I will send the invite now!

Suzy

9:04 AM:

Hello again,

Is Tara's chairperson going to be joining the meeting as well?

Suzy

9:04 AM:

Hi Suzy,

I don't believe he is joining Tara.

Thanks!

November 14, 2025: Fairhaven Superintendent Email to the Acushnet Superintendent

Dr. Bailey,

Please be advised that the Fairhaven Public Schools is still very committed to continuing our partnership to support Acushnet students. Our School Committee has requested to be at the table for these conversations. As such, I have invited one of the members to our meeting on Tuesday.

See you then,

Tara

November 18, 2025, 4:00 PM: Fairhaven meeting with Acushnet

Participants: Fairhaven: Tara Kohler, School Committee Chair Brian Monroe, School Committee Vice Chair Nicole Pacheco

Acushnet: Paula Bailey, Aldo Petrino, School Committee Chair, Ron Houde, School Committee Member Melissa Cordeira

Meeting Recap (Attachment K)

November 19, 2025: Email from the Acushnet Superintendent to Fairhaven Superintendent and School Committee:

Hi Tara, Brian, and Nicole:

Thank you all again for meeting with us yesterday. We truly appreciated the open and productive conversation.

As we discussed yesterday, our Chair, Ron Houde, wanted me to follow up regarding the possibility of extending the current Fairhaven agreement for one additional year, with some minor tweaks. Ron shared that he would be willing to bring this concept to the Acushnet School Committee for discussion at our meeting on Thursday, should Fairhaven have interest in exploring it further.

The idea of a one-year extension could provide a helpful bridge while we continue working through decisions related to the long-term high school tuition agreements. After speaking with a couple of 8th-grade parents yesterday, we believe that clarity around Fairhaven remaining an option for next year would be reassuring for families.

We understand that you may not be in a position to provide a response by Thursday, and that you may be waiting to meet with your full School Committee after 12/3. That is absolutely fine – we simply wanted to keep the door open to this possibility and let you know that our committee may be open to discussing it if there is mutual interest.

Additionally, as a reminder, once you have the opportunity to meet with your full School Committee regarding your proposals for the upcoming high school contract negotiations, we are requesting the following information:

Your proposed tuition figure

Whether Fairhaven would still participate if other high schools are included in the agreement

Any preferences or recommendations regarding transportation logistics

We look forward to hearing from you whenever you are able – especially regarding whether a one-year extension is something Fairhaven would consider.

Thank you again, and we appreciate your continued collaboration.

Warm regards,

Paula

November 20, 2025: Email from the Fairhaven School Committee Chair to Acushnet Superintendent:

10:08AM:

Hi Paula,

Thank you for the follow-up and for considering our perspective in this matter. We appreciated the open dialogue as well.

I wanted to let you know that we were able to adjust our schedules and move our next School Committee meeting up to December 3rd. We'll be able to discuss your proposal for a one-year extension at that time. The Committee will need to carefully consider all aspects of the proposal and its potential impact on our long-term goals.

We will also be prepared to discuss your requests for information regarding our proposed tuition figure, our perspective on including other high schools in the agreement, and any transportation preferences we may have.

We look forward to sharing the outcome of our meeting with you as soon as possible after December 3rd.

Thanks again,

Brian

December 1, 2025: Email from Fairhaven School Committee to Acushnet Superintendent:

11:34 AM:

Hi Paula,

In preparation for Fairhaven's Wednesday school committee meeting, could you please send the listing of what tweaks Acushnet is proposing if we decide to move forward with a one year extension?

V/r,

Brian

12:44 PM:

Hi Brian,

Thanks for reaching out. I will send over the proposed draft that Acushnet is considering for a one-year extension. I'll get that to you as soon as I can.

Thanks,

Paula

5:05 PM:

Hi Brian:

I should have the document over to you tomorrow. I need to fill in some dates, etc.

Thanks,

Paula

December 2, 2025: Email from Acushnet Superintendent to Fairhaven School Committee & Superintendent

Hi Brian,

Attached is the proposed one-year extension to the existing tuition agreement between the Fairhaven School Committee and the Acushnet School Committee (originally dated August 5, 2014, with a September 10, 2014 addendum).

In plain terms, this amendment does six things:

Extends the agreement for one additional year: The renewal term is set for one year, running from July 2026 (start of the 2026-2027 school year) through June 30, 2027, and deletes the prior final sentence in that renewal paragraph.

Removes Acushnet's obligation to fund a school adjustment counselor: The addendum language requiring Acushnet to pay for this position is deleted.

Deletes an additional section of the original agreement: The third paragraph of Paragraph 5 is removed (per the amendment's wording).

Updates how regular education tuition will be set for 2026-2027: Tuition charged by Fairhaven to Acushnet for regular education will be equal to, but not exceed, the Preliminary School Choice Rate published by the Massachusetts Department of Elementary and Secondary Education for 2026-2027.

Clarifies future negotiations: If Acushnet chooses to negotiate with Fairhaven to continue the arrangement beyond this one-year extension, any new negotiated agreement would replace/supersede these amendment provisions. Keeps everything else the same: All other terms remain in effect, and if there's any conflict, the amendment controls.

Please let me know if you have any questions. If your committee votes to accept the terms, I would ask that they sign and return to us ASAP so I can put it on my Dec. 9th SC agenda for our committee's signatures.

Thanks,
Paula

**AMENDMENT
To
ACUSHNET TUITIONED STUDENTS AGREEMENT**

This Amendment to the Agreement between the Fairhaven School Committee (hereinafter referred to as "Fairhaven") and the Acushnet School Committee (hereinafter referred to as "Acushnet") originally dated August 5, 2014, as amended by an addendum dated September 10, 2014 (referred to as "Addendum") (collectively hereinafter referred to as "Agreement") is made this 3rd day of December, 2025.

WHEREAS, Fairhaven and Acushnet entered into the Agreement pursuant to 76 MGL 12, allowing children residing in Acushnet to attend Fairhaven High School upon terms as negotiated between the Parties; and

WHEREAS, the Parties wish to extend the terms of said Agreement in part, and amend said Agreement in part;

NOW, THEREFORE, the Parties agree as follows:

1. The first sentence of Paragraph 5 of said Agreement is amended to state: "The renewal term of this Agreement is for one (1) year, commencing the beginning of School Year 2026 and ending June 30, 2027." The final sentence of that Paragraph is deleted.
2. The second paragraph of Paragraph 1 of the Addendum requiring Acushnet to pay for a school adjustment counselor is deleted.
3. The third paragraph of Paragraph 5 of the Agreement is deleted.
4. Paragraph 2 of the Agreement is amended to read as follows: For the 2026-2027 school year, the regular education tuition to be charged by Fairhaven to Acushnet shall equal but shall not exceed the Preliminary School Choice Rate calculated and posted by the Massachusetts Department of Elementary and Secondary Education for the 2026-2027 school year.
5. A new Paragraph 14(g) shall state: In the event that Acushnet School Committee elects to commence negotiations with Fairhaven to continue the Agreement between the Parties beyond this extension, any negotiated agreement will supersede these provisions.
6. The remainder of the Agreement shall remain in full force and effect. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall prevail.

(Attachment L)

ACUSHNET TUITIONED STUDENTS AGREEMENT

This Acushnet Tuition Students Agreement (hereinafter "the AGREEMENT") is made this 5th day of August 2014, by and between the FAIRHAVEN SCHOOL COMMITTEE (hereinafter referred to as "FAIRHAVEN"), and the ACUSHNET SCHOOL COMMITTEE (hereinafter referred to as "ACUSHNET").

WITNESSETH THAT:

WHEREAS, the FAIRHAVEN SCHOOL COMMITTEE and ACUSHNET SCHOOL COMMITTEE wish to enter into this agreement pursuant to Massachusetts General Laws, Chapter 76, section 12, which allows children residing in Acushnet to attend high school in Fairhaven upon such terms as may be fixed by the two committees; and,

WHEREAS, ACUSHNET, has heretofore been enrolling resident children within its school system on a tuition basis in high schools located in other municipalities because of the lack of a high school within the Acushnet School System; and,

WHEREAS, applicable provisions of law authorize FAIRHAVEN to accept students from Acushnet because of the lack of a high school within the Acushnet School System; and,

WHEREAS, applicable provisions of law authorize FAIRHAVEN to accept students from other municipalities within the Commonwealth of Massachusetts on a tuition basis; and,

WHEREAS, FAIRHAVEN is willing to accept high school students residing in ACUSHNET, on a tuition basis, and ACUSHNET is desirous of having its resident high school aged students attend FAIRHAVEN's high school.

NOW, THEREFORE, in consideration of these promises and for further good and valuable consideration, the receipt whereof is herewith acknowledged, the undersigned agree as follows:

1. FAIRHAVEN herewith agrees to accept students from ACUSHNET for attendance at Fairhaven High School on a tuition basis for Grades 9 through 12, commencing with the school year starting in August/September 2014.

Acushnet students must first prove residency at the Acushnet Public Schools consistent with Acushnet School Committee policy before being enrolled in Fairhaven High School.

By March 1, Acushnet shall provide enrollment projections to Fairhaven for the subsequent school year for budget planning purposes.

Except as otherwise provided by the terms of this Agreement the Acushnet School Department shall allow its students the unrestricted right to attend Fairhaven High School.

2. The tuition to be charged by FAIRHAVEN for enrolled tuition students from ACUSHNET, excluding special needs students, shall be \$9,897 for the 2014-2015 school year and \$9,996 for the 2015-2016 school year. For the 2016-2017 school year, the regular education tuition to be charged shall equal the Preliminary School Choice Rate calculated and posted by the Department of Elementary and Secondary Education usually by December multiplied by a factor of 1.09 and multiplied by a factor of 1.08. The Preliminary School Choice Tuition Rate used for the 2016-2017 school year shall be the number based on the number derived from, or the tuition figure that would be calculated for, the "Preliminary FY16 School Choice Tuition, December 2016" document as posted on the School Choice page of the Massachusetts Department of Elementary and Secondary Education website. The next four (4) school years shall be calculated as follows:

2017-2018= FY17 Preliminary School Choice Rate x 1.09 x 1.07

2018-2019= FY18 Preliminary School Choice Rate x 1.09 x 1.06

2019-2020=FY19 Preliminary School Choice Rate x 1.09 x 1.05

2020-2021= FY20 Preliminary School Choice Rate x 1.09 x 1.04

For each subsequent school year, the regular education tuition to be charged shall use the formula as indicated above and shall equal the Preliminary School Choice Rate calculated by the Department of Elementary and Secondary Education usually by December multiplied by a factor of 1.09 and multiplied by a factor of 1.03. In regards to the regular education tuition rate as set forth above, it is understood that this rate shall not decrease from the previous school year. For example, if the regular education tuition rate as calculated by the formula is \$10,000 in a hypothetical school year 2 and \$10,100 in a hypothetical school year 1, then the regular education tuition rate charged shall be \$10,100 in school year 2. In addition, it is also understood that the regular education tuition rate, as set forth above, shall not increase from the previous school year by more than four (4) percent. For example, if the regular education tuition rate as calculated by the formula is \$10,500 in a hypothetical school year 2 and \$10,000 in a hypothetical school year 1, then the regular education tuition rate charged shall be no more than \$10,400 in school year 2. If \$10,400 is the figure in the hypothetical year 2, then the regular education tuition rate charged shall be no more than \$10,816 in a hypothetical school year 3. In addition to the regular education tuitions, each Fiscal Year, the Acushnet Public Schools will pay a lump sum payment equal to the cost of the salary and longevity benefits of a .4 FTE school adjustment counselor/social

worker. This amount shall be pro-rated based on the amount of days worked compared to Fairhaven's school year. For example, if this counselor/social worker works on Tuesdays and Thursdays and this constitutes seventy-six (76) school days in a school year, then the additional tuition amount shall equal the salary plus longevity multiplied by 76 divided by the number of days required per the Fairhaven collective bargaining agreement with the teachers. For the purposes of this section, "days worked" shall mean the number of actual days worked and any sick/personal/bereavement/jury duty leave days made available to the counselor/social worker. This school adjustment counselor/social worker shall be stationed at the Fairhaven High School and shall primarily serve Acushnet students who attend Fairhaven High School.

3. ACUSHNET agrees to pay the tuition rate set out herein to FAIRHAVEN, three times per school year, on or before November 30th, March 31st, and June 25th of each school year, and said payment shall reflect the enrollment of Acushnet students in the Fairhaven school system for that particular school year as of October 1st, February 1st, and April 1st. Invoices will be received no less than thirty (30) days prior to the dates of payment and FAIRHAVEN will render necessary tuition billing to ACUSHNET. FAIRHAVEN agrees to notify ACUSHNET of the date that an Acushnet tuition student moves or leaves Fairhaven High School.

Identical procedures employed for Fairhaven students to address student attendance will be employed for Acushnet residents attending Fairhaven High School up to the point of conducting home visits which ACUSHNET will carry out.

4. FAIRHAVEN will provide textbooks and standard pupil accident insurance for Acushnet tuition students at no additional cost. It is further agreed and understood that Acushnet tuition students shall be eligible to participate in all programs and be eligible for all services provided to all other students attending Fairhaven High School. ACUSHNET, however, will provide and pay for the costs of all transportation for its tuition students to and from Fairhaven High School, Fairhaven, Massachusetts.
5. The initial term of this AGREEMENT is for twelve (12) school years, commencing with the school year beginning in August/September 2014. It is further agreed and understood that ACUSHNET and FAIRHAVEN retain the right to terminate this AGREEMENT for good cause, said good cause being either failure of ACUSHNET to comply with the provisions hereof, or the inability of FAIRHAVEN to accommodate ACUSHNET tuitioned students because of lack of adequate school facilities due to unforeseen circumstances beyond the control of FAIRHAVEN, but shall not include a decision on the part of FAIRHAVEN to consolidate or close schools and other actions or policy decisions taken by

FAIRHAVEN which would cause a lack of adequate school facilities to accommodate ACUSHNET tuitioned students, pursuant to the provisions hereof. The said right to terminate shall be exercised by FAIRHAVEN giving to ACUSHNET written notice of its intent to terminate by December 31 of the school year prior to the next ensuing school year.

In the event the parties are unable to negotiate a successor agreement prior to the end of the initial term of this agreement, Fairhaven shall continue to accept at Fairhaven High School only those Acushnet students who are already enrolled at Fairhaven High School at the end of the initial term of this agreement, provided that all other terms of this agreement shall apply to such students. Acushnet shall continue to allow those students the unrestricted right to attend Fairhaven High School. Unless otherwise agreed by the parties the tuition adjustments set forth in this agreement shall continue to apply with respect to those Acushnet students who continue to attend Fairhaven High School under the terms of this paragraph.

During the term of this AGREEMENT, Acushnet agrees to maintain the status quo and tuition its high school students to Fairhaven High School or New Bedford High School only. This provision is contingent upon Fairhaven accommodating all Acushnet students and does not include high school students who attend high schools via school choice, vocational high schools, agricultural high schools, and out-of-district placements in educational collaboratives, private schools, etc.

6. ACUSHNET agrees to obtain comprehensive public liability insurance in a minimum amount of \$1,000,000 protecting against claims emanating from attendance of ACUSHNET students at Fairhaven High School and to name FAIRHAVEN a co-insured in said insurance.
7. The respective school department administrators of FAIRHAVEN and ACUSHNET shall initially and annually thereafter meet and work together to provide guidelines and necessary articulation for the harmonious transfer and adjustment of students from Acushnet into the Fairhaven school system. Examples of items to be covered by the respective school administrators in such meetings shall include but not limited to tours, guidance coordination, sign-ups, etc.
8. Students from Acushnet enrolled in the school system of Fairhaven on a tuition basis, pursuant to the terms hereof, shall be subject to all teaching and administrative rules and regulations of Fairhaven High School and the Fairhaven School System. Such students shall be required to follow the published rules and regulations of said Fairhaven High School and the Fairhaven Public Schools generally. All actions arising from interpretation and application of such rules and regulations shall be administered by the Fairhaven Public Schools. Such actions shall include, but not be limited to matters of discipline, attendance, suspension

and expulsion of Acushnet tuitioned students. These rules and regulations shall be deemed applicable to all such Acushnet students from time of enrollment to time of departure from Fairhaven High School.

9. Fairhaven administrators and staff will work cooperatively with parents of Acushnet students in order to obtain the maximum educational experience for such Acushnet students attending the school system of Fairhaven on a tuition basis pursuant to the terms and provisions of this AGREEMENT.
10. In the case of special education students attending the public school system of Fairhaven on a tuition basis, pursuant to the terms and agreements, it is agreed that special education tuition shall be charged by adding the regular education tuition cost to a special education figure calculated based on the level of special education services for each special education student. The special education figure is tabulated for each special education student by using the Massachusetts Department of Elementary and Secondary Education's School Choice Special Education Increment Template. For example, for the 2014-2015 school year, the total tuition cost for each special education student from Acushnet that attends Fairhaven High School will equal the cost as determined by the "FY2014 School Choice Special Education Increment Template" posted in March/April of 2014 on the School Choice page of the Department of Elementary and Secondary Education website, plus the regular education tuition rate. Both Special Education departments will work together to calculate the figures for special education students.

Evaluations and re-evaluations, which can be conducted by staff employed by Fairhaven, will be done as part of the included cost of regular and special education tuition. In the event that individual students require specialized assessments by personnel not employed by Fairhaven, the cost of such assessments and independent evaluations will be the responsibility of Acushnet.

Notwithstanding the foregoing provisions, if the Administrators of Special Education in Fairhaven and Acushnet agree that there is no appropriate program available to students in the Fairhaven Public Schools for a student with special needs, the placement of such student shall be the sole and exclusive responsibility of ACUSHNET and FAIRHAVEN shall not be required to accommodate such special needs students, pursuant to the provisions of this AGREEMENT. It is further understood that Acushnet tuitioned students shall be eligible for admission to all special education programs and services available to all other students attending Fairhaven High School as per Article 4 of this AGREEMENT.

11. To the extent permitted by law, including, without limitation, Article 89 of the Articles of Amendment to the Massachusetts Constitution and Chapter 258 of the

Massachusetts General Laws, the Tort Claims Act, ACUSHNET shall and will, at all times, indemnify and keep indemnified, the Fairhaven School Department, Fairhaven, Massachusetts, and the Town of Fairhaven, Massachusetts from and against any and all claims and demands, losses, damages, costs, charges, expenses, suits, judgments, and adjudications, of whatsoever nature, that it shall or may for any cause, at any time, sustain or incur by reason of or in consequence of injuries incurred while students from Acushnet are attending the public school system of Fairhaven on a tuition basis, pursuant to the terms and provisions of this AGREEMENT. This indemnification provision, however, shall not be held to be applicable to claims, demands, losses, damages, costs, charges, expenses, suits, judgments, and adjudications of whatsoever nature, caused by acts or omissions of the agents, servants and employees of FAIRHAVEN.

12. Acushnet students will be entitled to participate in all courses and all programs, including academic, athletic, extra-curricular and special education programs, on the same basis as Fairhaven students.
13. Both parties will work to promote collaboration, which could lead to cost savings and the enhancement of educational opportunities for Fairhaven and Acushnet students. Examples of collaboration may include, but shall not be limited to, professional development, special education programming, sharing of personnel, curriculum development, purchasing, and transportation. Such collaboration shall exist to the extent permitted by federal, state, and local laws, rules, and regulations.
14. General Provisions
 - a.) Severability

Any provision of this AGREEMENT prohibited by law shall be considered severable and shall be void without invalidating the remaining provisions hereof.
 - b.) Third Party Claims

This AGREEMENT is intended to be solely for the benefit of the parties hereto, and should not be interpreted to be for the benefit of any third party. It is the intent of the parties that no other person or entity should have standing to make any claim under this AGREEMENT.
 - c.) Arbitration

Except as may otherwise be expressly provided by the terms of this AGREEMENT, any and all disputes between the parties may be submitted by demand of either party to final and binding arbitration. Unless otherwise agreed by the parties such arbitration shall be before the American Arbitration Association.
 - d.) Amendment

This AGREEMENT shall not be amended except in writing executed by a duly authorized officer of each of the parties.

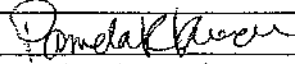
e.) Waiver

The failure of either of the parties to insist on the performance by the other of any of its obligations under the terms of this AGREEMENT, shall not constitute a waiver of its right to seek enforcement under this AGREEMENT.

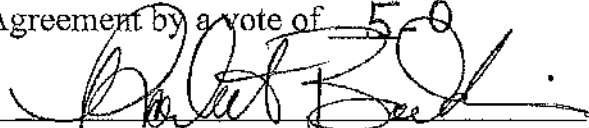
f.) Precedence of Agreement

This agreement supersedes any prior agreements entered into by the parties and represents the parties full and complete agreement on all issues covered herein.

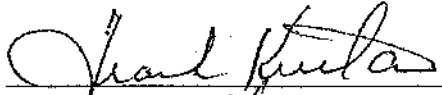
FAIRHAVEN SCHOOL COMMITTEE

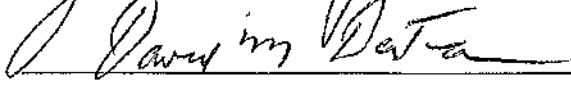
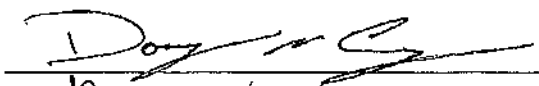
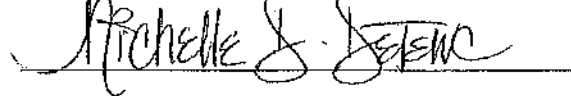
, Chairman
For the Committee

I, Robert N. Baldwin, Secretary to the Fairhaven School Committee, confirm that at its meeting of JULY 23, 2014 the Fairhaven School Committee formally approved the Acushnet Tuitioned Students Agreement by a vote of 50


Robert N. Baldwin Ed. D.
Secretary to the School Committee

ACUSHNET SCHOOL COMMITTEE



ACUSHNET TUITIONED STUDENTS AGREEMENT (ADDENDUM)

This Addendum to the Acushnet Tuition Students Agreement approved in August 2014 (hereinafter "the Addendum") is made this 10th day of September 2014, by and between the FAIRHAVEN SCHOOL COMMITTEE (hereinafter referred to as "FAIRHAVEN"), and the ACUSHNET SCHOOL COMMITTEE (hereinafter referred to as "ACUSHNET").

WITNESSETH THAT:

WHEREAS, the FAIRHAVEN SCHOOL COMMITTEE and ACUSHNET SCHOOL COMMITTEE agree to amend the current Acushnet Tuitioned Students Agreement; and,

WHEREAS, where the said Acushnet Tuitioned Students Agreement is not amended by this Addendum, then such provisions shall remain in full force and effect for the duration of the Agreement; and,

NOW, THEREFORE, the parties do hereby agree to the following:

1. In Section 2 of the Acushnet Tuitioned Students Agreement, delete the following language:

"In addition to the regular education tuitions, each Fiscal Year, the Acushnet Public Schools will pay a lump sum payment equal to the cost of the salary and longevity benefits of a .4 FTE school adjustment counselor/social worker. This amount shall be pro-rated based on the amount of days worked compared to Fairhaven's school year. For example, if this counselor/social worker works on Tuesdays and Thursdays and this constitutes seventy-six (76) school days in a school year, then the additional tuition amount shall equal the salary plus longevity multiplied by 76 divided by the number of days required per the Fairhaven collective bargaining agreement with the teachers. For the purposes of this section, "days worked" shall mean the number of actual days worked and any sick/personal/bereavement/jury duty leave days made available to the counselor/social worker. This school adjustment counselor/social worker shall be stationed at the Fairhaven High School and shall primarily serve Acushnet students who attend Fairhaven High School."

Replace this language with the following:

"In addition, the Acushnet Public Schools will provide a .4 FTE school adjustment counselor/social worker to Fairhaven. An objectively and professionally reasonable amount of time will be afforded to Acushnet to hire this school adjustment/social worker in fiscal year 2015, and to find a replacement in the case

of a retirement, resignation, or termination in subsequent fiscal years. This school adjustment counselor/social worker shall be stationed at the Fairhaven High School and shall primarily serve Acushnet students who attend Fairhaven High School."

FAIRHAVEN SCHOOL COMMITTEE

Pamela C. Welch
Pamela C. Welch, Chairman
For the Committee

I, Robert N. Baldwin, Secretary to the Fairhaven School Committee, confirm that at its meeting of SEPTEMBER 10, 2014 the Fairhaven School Committee formally approved the Acushnet Tuitioned Students Agreement by a vote of 5-0.

Robert N. Baldwin
Robert N. Baldwin Ed. D.
Secretary to the School Committee

ACUSHNET SCHOOL COMMITTEE

John C. Howcroft
David M. DeToro
Michelle A. Setwa
Frank L. Latta

