

**CONTRACT OF EMPLOYMENT BETWEEN
THE WEYMOUTH PUBLIC SCHOOLS
AND
MELANIE CURTIN, SUPERINTENDENT OF SCHOOLS**
January 1, 2025 - June 30, 2028

THIS AGREEMENT is effective on the 1st day of January 2025 between the Weymouth School Committee, hereinafter referred to as the “Committee,” and Melanie Curtin, hereinafter referred to as the “Superintendent.” The parties hereby acknowledge that the full execution of this contract deems all other contracts held by Ms. Curtin and Weymouth Public Schools¹ null and void.

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. EMPLOYMENT

The Superintendent shall be employed as the Superintendent of Schools from January 1, 2025, through June 30, 2028, except as this Agreement may be otherwise extended by mutual agreement or terminated as provided herein.

2. TERM

The Committee hereby agrees to employ Ms. Curtin as Superintendent of Schools commencing on January 1, 2025 through June 30, 2028, and the Superintendent accepts such employment on the terms and conditions contained in this Agreement. On July 1, 2027, the term of this Agreement shall be extended for one (1) additional year (July 1, 2028 through June 30, 2029) unless the Committee, prior to July 1, 2027, votes not to extend this Agreement. The Committee shall give notice to the Superintendent of its intent not to extend this Agreement by electronic mail and certified mail to the Superintendent’s residence no later than July 1, 2027.

3. COMPENSATION

The Superintendent will be paid a salary at the annual rate of \$225,000, pro-rated from the start date of this contract, if applicable. The Superintendent’s salary shall be subject to withholdings for state and federal taxes and other withholdings required by law or authorized by the Superintendent. The Superintendent’s salary shall be paid in equal installments in accordance with the procedures governing payment of other professional staff in the Weymouth Public Schools. Beginning July 1, 2026: On the first day of each fiscal year (July 1) through the duration of this Agreement, the Superintendent shall receive a 2.5% step increase, as outlined below:

Step	Annual Salary	Fiscal Year (7/1 - 6/30)
1	\$225,000	FY25
1 7/1/25	\$225,000	FY26
2 7/1/26	\$230,625	FY27
3 7/1/27	\$236,391	FY28

Should the Committee allow the Superintendent’s contract to automatically extend by one (1) additional year (July 1, 2028 through June 30, 2029) as outlined in Section 2 of this Agreement, she shall advance one step and receive a 2.5% salary increase.

¹ Contracts include: Interim Superintendent (May 23, 2024-June 30, 2025) and Assistant Superintendent of Instructional Service and Support (July 1, 2024-June 30, 2027)

4. DUTIES AND RESPONSIBILITIES

The Superintendent shall manage Weymouth Public Schools in a fashion consistent with state law and the policy determinations of the Committee per M.G.L. Chapter 71, Section 59 and related provisions. She shall fulfill all aspects of this Agreement. She shall faithfully, diligently, and competently perform their duties and responsibilities as provided herein and the statutes and regulations of the Commonwealth. She shall comply with the policies and procedures of the Committee.

The administration of school policy set by the Committee pursuant to M.G.L. c. 71 §37, and the operation and management of the schools, and the direction of employees, shall be through the “Superintendent” pursuant to M.G.L. c. 71, §59.

5. DISMISSAL OR SUSPENSION

The Superintendent shall not be dismissed or suspended during the term of this Agreement, or any extension or renewal thereof, except for “just cause.” In the case of dismissal, the Superintendent shall not be dismissed unless she has been furnished with a written notice of intent to dismiss and with an explanation of the grounds for the dismissal, and, if she so requests, has been given a reasonable opportunity within fifteen days after receiving such notice to review the decision with the Committee, and to present information pertaining to the bases for the decision and to the Superintendent’s status. The Superintendent may be represented by an attorney or other representative at such meeting. The meeting shall be held in executive session pursuant to MGL Chapter 30A section 21(a). It is understood and agreed that the non-reappointment of the Superintendent by the Committee upon the expiration of this Agreement, or any renewal or extension thereof, shall not be considered a dismissal, and “just cause” shall not be applicable in such case.

The Superintendent may appeal their dismissal for just cause by filing a petition with the American Arbitration Association within thirty (30) calendar days of the Committee’s vote to dismiss the Superintendent. In a challenge to a discharge of the Superintendent, the authority of the arbitrator shall be limited to an award for back pay damages for the balance of the contract term after the discharge and shall not include the authority to reinstate the Superintendent to any position.

6. CERTIFICATION

The Superintendent shall furnish to the School Committee and maintain throughout the term of this contract a valid and appropriate certificate qualifying them to act as a Superintendent in the Commonwealth, as required by Mass. General Laws, Chapter 71, Section 38 G.

7. INDEMNIFICATION

In accordance with and to the extent provided by applicable Massachusetts General Laws, the Committee agrees to provide indemnification to the Superintendent against all uninsured financial losses arising out of any proceeding, claim, demand, suit or judgment by the reason of alleged negligence or other conduct resulting in bodily or other injury to any person or damage to the property of any person committed while the Superintendent is acting within the scope of her employment or under direction of the Committee. The parties understand and agree that this indemnification provision shall not apply to actions by the Committee to suspend and/or terminate the Superintendent. The Superintendent shall, within four (4) calendar days of the time she is served with any summons, complaint, process, notice, demand or pleading, deliver a copy of the same to the Committee. This Section shall survive the termination of this Agreement.

8. PROFESSIONAL ACTIVITIES

The Superintendent may accept speaking, writing, lecturing, or other engagements of a professional nature as she sees fit, provided the activities do not interfere with, or derogate from, the performance of the duties and responsibilities of Superintendent. Before participating in any such activities, the Superintendent shall seek authorization from the Chairperson of the Committee. Such authorization shall not be unreasonably withheld.

9. REIMBURSEMENT FOR EXPENSES

The Superintendent is eligible for reimbursement for reasonable expenses incurred directly as a result of her work for the School District and with prior written approval of the School Committee. This includes, but is not limited to, professional dues, mileage, cell phone, expenses for workshops/conferences, and other professional improvement sessions. Such reimbursable expenses shall have been approved, in writing, in advance by the Chairperson of the School Committee.

10. TUITION REIMBURSEMENT

The Superintendent, subject to the following terms and conditions, shall be entitled to tuition reimbursement up to one thousand and six hundred dollars (\$1,600) each contract year:

- The course/s must be approved, in advance, by the Committee.
- The Superintendent must obtain a grade B or better.

11. LEAVES OF ABSENCE

A. SICK LEAVE

The Superintendent shall be granted, in the event of personal injury or personal illness, up to fifteen (15) sick leave days each year. Additional sick leave days may be granted, subject to the approval of the Chairperson of the Committee. Unused sick leave days may be accumulated under this and prior contracts up to a maximum of one hundred and eighty (185) days. Upon retirement or resignation, Ms. Curtin will be compensated for unused, accumulated sick leave at a rate of 20% and no more than \$4,000.00. In the event of death, such payment shall be made to Ms. Curtin's estate.

B. JURY DUTY

The Superintendent will be paid the difference between her regular salary and any amount paid by the court for any time she is required to serve as a juror for any jury duty in excess of three (3) days.

C. ANNUAL VACATION

The Superintendent shall be entitled to twenty-five (25) vacation days per contract year. The Superintendent shall notify the Chairperson of the Committee in advance of their desired vacation periods. The time taking said vacation shall be subject to the approval of the Chairperson of the Committee. Such approval shall not be unreasonably withheld. All vacation must be taken prior to June 30th or will be lost, provided, however, that in the event the Superintendent was not allowed or able to take vacation days to which they were entitled to prior to said date (either vacation they were allowed to carry over from prior years or any then-current year vacation to which they were entitled), they will be compensated for such time at the then applicable rate of pay.

If the Superintendent should resign or retire prior to June 30th, she will receive a pro rata share of vacation days based upon the number of months worked during the fiscal year in which the resignation or retirement occurs.

D. OTHER LEAVES OF ABSENCE

Because the Superintendent's workday frequently extends beyond normal working hours, reasonable time off during the day for personal matters or emergencies will be allowed without loss of pay or deduction from sick or vacation leave. In addition, periods of leave for personal reasons such as funerals or legal proceedings shall be subject to the approval of the Chairperson of the Committee. Such approval shall not be unreasonably withheld. Days so approved and utilized shall not be deducted from the Superintendent's sick leave or vacation leave.

12. PERFORMANCE

The Superintendent of Schools shall fulfill all aspects of this Agreement. Any exceptions thereto shall be by mutual agreement between the Committee and the Superintendent in writing. The Committee shall evaluate the performance of the Superintendent in writing, in accordance with Massachusetts DESE's Model Evaluation System for Superintendents. The goals, objectives, standards, and indicators by which the Superintendent's performance will be measured shall be mutually agreed upon by the Superintendent and Committee.

The Committee shall evaluate the Superintendent annually, consistent with state statutory requirements and applicable case law. Said evaluation shall be signed by the Superintendent and placed in her personnel file. Such signature shall not necessarily indicate agreement with the content thereof but rather acknowledge receipt of the document. The Superintendent may respond to the evaluation in writing and may attach her response to the evaluation in her file. In addition, the Superintendent shall meet with the Committee at least once every year for the purpose of negotiating the terms of this agreement in relation to her performance, as well as the working relationship between the Committee and the Superintendent.

13. STATE RETIREMENT ASSOCIATION

The Superintendent shall be a member of the Teachers' Retirement System as required by M.G.L. Chapter 32, Section 2.

14. HEALTH, DENTAL, AND LIFE INSURANCE

The Superintendent shall be eligible to participate in the same health, dental, and life insurance benefits provided by the Town to other central office administrative professional employees employed by the Committee, subject to the terms and conditions of said coverage and at the same rate of contribution applicable to said employees.

15. RESIGNATION

In the event the Superintendent desires to terminate this contract during its term, including any extension thereof, if applicable, they may do so by giving at least ninety (90) days prior notice of such termination to the Committee, unless the parties mutually agree to an earlier termination date.

16. ENTIRE CONTRACT

This contract embodies the whole agreement between the Committee and the Superintendent, and there are no inducements, promises, terms, or obligations made or entered into by either party other than those contained herein. The contract may not be changed except by agreement in writing signed by all parties.

17. INVALIDITY

If any paragraph, part of, or rider of this Agreement is invalid, it shall not affect the remainder of said Agreement, but said remainder shall be binding and effective against all parties.

18. COUNTERPARTS

This Agreement shall be executed in two counterparts, each of which shall be deemed to be an original, and both of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement and duplicate thereof this

_____ day of _____, 2025.

SUPERINTENDENT

WEYMOUTH SCHOOL COMMITTEE

Melanie Curtin, Superintendent

Tracey Nardone, Chairperson