

**GATEWAY REGIONAL SCHOOL DISTRICT
ADMINISTRATIVE LETTER OF EMPLOYMENT**

THIS AGREEMENT, is made as of July 1, 2024 by and between the Gateway Regional School District (hereinafter referred to as "District") and Kurt Garivaltis (hereinafter referred to as "Administrator").

This agreement will continue in full force and effect until a successor is executed by the District and the Administrator.

In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT:** The District hereby employs the Administrator as the Director of Pupil Services and the Administrator hereby accepts employment.
2. **TERM:** The Administrator shall be employed commencing on July 1, 2024 and terminating on June 30, 2027. Any extension or renewal of this contract shall be in accordance with the provisions of the Education Reform Act.
3. **WORK YEAR:** The work year of the Administrator will be on a twelve (12) month basis between July 1 and June 30.
4. **HOLIDAYS:** The Administrator is not expected to work on the holidays listed below. Holidays occurring on Saturday will be celebrated on Friday, and holidays occurring on Sunday will be celebrated on Monday. If school is in session on Friday or Monday, the Administrator will be granted a floating holiday. If the day before Thanksgiving or New Years is a school day, the Administrator must work that day. If the day is a non-school day, the Administrator will have the full day off with pay.

New Year's Day
Martin Luther
King Day
President's Day
Veterans Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Patriot's Day

Day After Thanksgiving
Day Before Christmas
Christmas Day
Good Friday
Thanksgiving Day
Juneteenth

5. **COMPENSATION:** The Administrator shall be paid an annual salary based on the following schedule:
 - \$121,339 effective July 1, 2024 through June 30, 2025
 - \$124,979 effective July 1, 2025 through June 30, 2026
 - \$128,103 effective July 1, 2026 through June 30, 2027

The salary will be payable in equal installments convenient to the parties, but not less often than once every two weeks or a total of twenty-six (26) pay periods during the course of a work year.

The Administrator will be provided with an online payroll deduction slip, each paycheck showing total gross earnings, itemized deductions, and net earnings for the pay period. Reimbursement for approved travel will be at the federal rate per mile as of January 1 of each year. Direct deposits of paychecks is mandatory.

6. **TERMINATION**: In the event that the Administrator desires to terminate this contract before the term of services shall have expired, the Administrator may do so by giving at least a ninety (90) day notice of the Administrator's intention to the District. The District shall give at least a ninety (90) day notice of its intention not to renew this contract.

This Agreement may be terminated at any time prior to the expiration date of the Agreement for good cause and/or for financial exigencies. In the case of financial exigencies, the Superintendent may terminate the Agreement, cause a reduction of the workday or work year, or demote the Administrator to a less skilled position. If the workday or work year is reduced, there will be a corresponding proration of the salary to reflect the changed workday or work year. In the event of a demotion, the parties will negotiate the salary rate of the new position.

If the Administrator leaves employment in any contract year prior to fulfilling the work year requirement contained in this agreement, a calculation shall be made to determine the amount of monies that should have been earned up to that point (i.e., how many days have actually been worked) based upon the Administrator's per diem rate of compensation. If the Administrator has been overpaid, the administrator shall owe the District said amount shall be deducted from the administrator's last paycheck. If the last paycheck is insufficient, then the Administrator shall make payment to the District within fifteen (15) days of separation from employment for any remaining amount due. If the Administrator has been underpaid, the District shall make payment to the Administrator in the Administrator's last paycheck.

7. **DUTIES**: The Administrator shall perform faithfully, to the best of the Administrator's ability, the duties of Director of Pupil Services as outlined in the job description and other duties as may be assigned from time to time by the Superintendent of Schools or by direction of the School Committee.

The Administrator will also serve as the District's lead Title IX and Civil Rights Coordinator, responsible for facilitating and executing these federal processes with fidelity. Support, including professional development, will be provided by the District to ensure compliance with these expectations. The Administrator will be paid a stipend of Three Thousand Dollars (\$3,000) for this appointment annually, subject to appropriation by the Superintendent.

8. **GOALS**: As a condition of employment, by October 1, the Administrator must develop and submit to the Superintendent at least two (2) goals of professional improvement for review and agreement. At least one (1) goal must align with the approved District Strategy Plan.
9. **PROFESSIONAL KNOWLEDGE/CERTIFICATION**: It is the Administrator's professional responsibility to maintain throughout the term of this contract valid and appropriate certification qualifying the Administrator to perform the duties of the District's Director of Pupil Services.
10. **BENEFITS**: The Administrator shall be entitled to the following employment benefits.

Sick Leave: The Administrator will be entitled to twenty (20) days of sick leave each contract year, accumulative to two hundred and twenty-five (225) days. The Administrator is not entitled to buy-back any unused days upon separation for employment for any reason, except as noted in the retirement incentive below.

Vacation: The Administrator will be entitled to twenty-five (25) vacation days with the ability to roll over ten (10) days to the next year if not used (i.e., the Administrator is allowed to accumulate unused vacation days up to a maximum of thirty-five (35) days). If the Administrator leaves employment prior to the conclusion of a contract year, the Administrator shall be compensated at the Administrator's per diem rate for a prorated number of unused vacation days. For example, if the Administrator separated employment one-half (½) way through the contract year and had not used any vacation days, then the Administrator would be paid for twelve and one-half (12.5) vacation days.

Compensatory Time: If the Administrator commits time working for the District that is clearly above and beyond normal professional obligations, then the Administrator may receive compensatory time at the sole discretion of the Superintendent of Schools.

All time off, including flexible work day hours, must be requested and approved through the Superintendent's Administrative Assistant.

Because the Administrator's workday is flexible and frequently extends beyond normal working hours, reasonable time off during the day for personal reasons or emergencies will be allowed without loss of pay or deduction from personal or vacation leave.

Sick Leave Incentive: At the end of each school year, the Committee will make the following payments to the Administrators who have used no more than the following number of sick leave days:

Sick Leave Days	Payment
0	\$500
1	\$400
2	\$300

Administrators shall be informed at the beginning of each contract year as to the number of sick leave days they have accumulated. The School Committee may allow sick leave beyond the above limits.

Retirement Incentive:

- a. After thirty (30) years of service in any capacity within the District or any school now in the system, the Administrator, upon retirement from the District, or upon death, the Administrator's estate shall be paid for accumulated unused sick leave up to a maximum of seventy-eight (78) days.
- b. After twenty-five (25) years of service in any capacity within the District or any school now in the system, the Administrator, upon retirement from the District, or upon death, the Administrator's estate shall be paid for accumulated unused sick leave up to a maximum of seventy (70) days.
- c. After twenty (20) years of all service in any capacity within the District or any school now in the system, the Administrator, upon retirement from the District, or upon death, the Administrator's estate shall be paid for accumulated unused sick leave up to a maximum of sixty-two (62) days.

- d. After fifteen (15) years of all service in any capacity within the District or any school now in the system, the Administrator, upon retirement from the District, or upon death, the Administrator's estate shall be paid for accumulated unused sick leave up to a maximum of forty-seven (47) days.
- e. If the Administrator retires from the District with accumulated sick time, the Administrator will receive three (3) days pay for each year of service in any capacity to the extent that sick leave has been earned through fourteen (14) years of service. After fourteen (14) years of service the above pay system will be applied instead of this section.

11. LONGEVITY: The parties agree to an annual longevity schedule, based upon continuous service in the District as an Administrator as follows:

6 continuous years of service to 10 years of service:	\$2,700
11 continuous years of service to 15 years of service:	\$3,100
16 continuous years of service to 20 years of service:	\$3,600
21 or more years of service:	\$4,100

12. DEDUCTIONS: The District agrees to authorize the Treasurer to make the following deductions when properly authorized by the Administrator:

- a. Deductions other than for life insurance and tax annuities shall be made equally in each of the first two paychecks of the month.
- b. Payments will be made to the Administrator's chosen bank by the Treasurer within seven (7) working days of the withholding. Changes in deductions requested by the Administrator will be limited to September and January. This does not preclude the Administrator from making a change in the event of an emergency.
- c. Health insurance program deductions will be made in the amounts determined by this Agreement.
- d. Tax Sheltered Annuities will be deducted in accord with the individual annuity contract. The Administrator must select among the three (3) offered annuities with the largest number of participation.
- e. The Administrator shall be eligible to participate in the District's 403(b) plan.
 - i. The District shall annually contribute up to two (2) percent of the Administrator's salary to the plan if the Administrator contributes a matching amount. This sum shall be in addition to, and not deducted from, the salary paid to the Administrator.
 - ii. The Administrator may contribute more money to the plan if the Administrator so chooses, but the District will only match the annual contribution equal to the first two percent (2%) of the Administrator's salary.
 - iii. The Administrator must complete five (5) years of service as an Administrator in the District before vesting in the 403(b) plan. If the Administrator has less than five (5) years of service as an Administrator in the District and leaves the District, then the Administrator shall only recover the Administrator's 403(b) contributions. If the Administrator has five (5) years or more of service as an Administrator in the District (i.e., is vested) and leaves the District, then the Administrator shall recover all 403(b) contributions made by the Administrator and the District.

13. INSURANCE: The District contributes seventy percent (70%) of the premium payment of the Blue Cross/Blue Shield P.P.O. plan of the type presently available to other employees with the Administrator contributing the remaining thirty percent (30%). The District's contribution to the

H.M.O. plan will be seventy-five percent (75%) with the Administrator contributing the remaining twenty-five (25%).

Health Insurance for Retirees: The Administrator, if eligible, will be entitled to participate in the District's offering of group health insurance for retirees in accordance with the requirements thereof.

The District contributes seventy-five percent (75%) of term life insurance, death and dismemberment of the type presently available to other employees with the Administrator contributing the remaining twenty-five percent (25%).

14. TEMPORARY LEAVES WITH PAY: The Administrator will be entitled to the following leaves of absence with pay, in addition to any sick leave to which the Administrator is entitled, provided reasonable notification is given to the Superintendent.
- a. Two (2) days for personal reasons with written notice given to the Superintendent at least twenty-four (24) hours in advance of leave, except in cases of emergency. At the end of each school year, if the Administrator has unused personal days, the Administrator will be compensated at the rate of One Hundred Dollars (\$100) per unused day.
 - b. In the event of the death in the immediate family of the Administrator, the Administrator will be granted up to five (5) days at any one time to arrange for and attend said service. Up to two (2) of these days can be used at a later time in the same school year to attend the memorial service, funeral, or other related bereavement events. Immediate family of an Administrator is defined as spouse, life partner, child, (including pregnancy loss), parent, parent in-law, legal guardian, grandchild, sibling, and shall include 'step' relationships listed herein.
 - c. Up to three (3) days at any one time to arrange for and attend the funeral in the event of death of the Administrator's sister-in-law, brother-in-law, daughter-in-law, son-in-law, niece, nephew, and grandparent.
 - d. Similar leave of one (1) day will be granted in the event of the death of other members of the Administrator's family including aunt, uncle, and 1st cousin.
 - e. In the event of death of other persons as close as family, one (1) day may be granted at the discretion of the Superintendent of Schools.
 - f. Such time as is necessary to comply with Selective Service Examinations and Reserve Duty in the Armed Forces.
 - g. At least one (1) day each contract year for the purpose of visiting other schools or attending meetings or conferences of an educational nature, subject to the approval of the Superintendent.
 - h. The administrator will receive up to three (3) days leave of absence each school year with pay for religious purposes. Such leave is to be in addition to any other leave provisions contained herein.
 - i. The District agrees to make up the difference in the Administrator's wages between normal pay and compensation for jury duty, exclusive of travel or other allowances, up to three (3) days per year.
15. LEAVES OF ABSENCES WITHOUT PAY: All leaves of absences without pay require that the Administrator is to return to the District at the conclusion of the leave.
- a. Leaves of absence without pay may be requested for up to one (1) year by the Committee after three (3) years of continuous employment within the District. If approved, accrued benefits, including unused sick leave, will be restored to the Administrator upon the

Administrator's return and such Administrator will be returned to a substantially equivalent position. Benefits will not accrue during the leave of absence.

- b. FMLA/MPLA - The Committee shall abide by the provisions of the Family Medical Leave Act (FMLA) and M.G.L. c. 149 § 105D (the so-called Massachusetts Parental Leave Act (MPLA)). The Committee's policies regarding the above-referenced laws will be posted in each administrative office. Leaves eligible under FMLA and MPLA shall run concurrently with any contractual leave, and the more liberal of the provision shall apply.
- c. All requests for extension or renewal of leaves will be applied for and granted/denied in writing.

16. INDEMNIFICATION: The Administrator will report, as soon as possible, all cases of assault suffered by them in connection with their employment to the Superintendent of Schools.

Whenever the Administrator is absent from school as a result of an accident or injury arising out of and in the course of employment the Administrator will, if all conditions are met, be paid their full salary less any amount paid under Workers' Compensation, in accordance with Chapter 152 s. 69 of the General Laws of Massachusetts to the extent the Administrator has accumulated sick leave to cover the difference in pay.

The District will reimburse the Administrator for clothing or personal property damaged or destroyed subject to a One Hundred Dollar (\$100) deductible for each incident if not covered by other insurance coverage and the cost of medical, surgical or hospital service incurred as the result of an injury sustained in the course of the Administrator's employment will be paid to the extent provided by worker's compensation insurance.

The District shall provide the Administrator with indemnification to the extent provided under Chapter 258, Section 9 of the General Laws of Massachusetts.

17. PROFESSIONAL ACTIVITIES AND EDUCATIONAL IMPROVEMENT: The Administrator may accept speaking, writing, lecturing or other engagements of a professional nature as the Administrator see fit, provided they do not derogate from the Administrator's duties with the approval of the Superintendent.

The District recognizes and encourages participation at conferences and conventions. Attendance at conferences and conventions must be approved by the Superintendent.

18. REIMBURSEMENT FOR EXPENSES: The Committee shall reimburse the Administrator for all budgeted expenses reasonably incurred in the performance of duties under this contract, provided the Superintendent has approved said expenses in advance. Some examples of such expenses are: costs of transportation and attendance at appropriate local, state, and national meetings and conferences.

19. EVALUATION AND SUPERVISION: The Administrator shall meet with the Superintendent at least once each year for the purpose of discussing with the Superintendent their job description and performance as well as the working relationship between the Administrator and the Superintendent.

The Administrator will be evaluated on an annual basis unless the Superintendent recommends that the evaluation be bi-annual. The Administrator has the right to discuss their evaluation report with

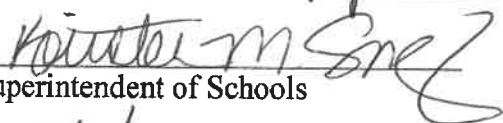
the Superintendent. Observations of the work performance will be conducted throughout the evaluation period and copies of the evaluation reports will be furnished to the Administrator.

- 20. MENTORING: If the Administrator is asked and accepts a role to be a mentor for another administrator in the District, the Administrator will be paid a stipend of Fourteen Hundred Dollars (\$1400).
- 21. EDUCATION: Upon obtaining an advanced graduate degree after being hired as an administrator in the District, the Administrator may request to negotiate a salary increase with the Superintendent.
Master's = \$3,500 C.A.G.S.= \$5,000 Doctorate= \$6,500

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 on and the same instrument.

IN WITNESS THEREOF, the parties have hereunto signed this Agreement and a duplicate thereof this

the 26th day of April in the year 2024.

By: 
Superintendent of Schools


Administrator

