

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

**Budget Analyst
Contract of Employment
(Revised – May 30, 2019)**

THIS AGREEMENT is made the day of , 2019, by and between Jennifer Fischer-Mueller, Superintendent of Schools (“Superintendent”) and Michelle Gobbi. In consideration of the promises herein contained, the parties hereto mutually agree as follows:

1. **EMPLOYMENT**: The Superintendent hereby employees Michelle Gobbi as a budget Analyst and Michelle Gobbi hereby accepts employment on the following terms and conditions.

2. **TERM**: The term of this Contract is for a period of two and one-half (2 1/2) years, commencing January 1, 2018 and ending June 30, 2020. The Superintendent and the Budget Analyst, provided each has notified the other in writing of their desire to commence negotiations for a successor agreement, will endeavor to reach agreement on a successor contract on or before July 1, 2020. For purposes of this Agreement, the anniversary date shall be considered to be July 1, of each year.

3. **COMPENSATION**: The Budget Analyst shall be paid an annual salary of sixty-five thousand one hundred thirty-seven (\$65,137) dollars, payable in bi-weekly installments, prorated for the period of July 1, 2019 through June 30, 2020. The Superintendent and the Budget Analyst shall meet at least ninety (90) days prior to July 1st of each subsequent year of the contract for the purpose of reviewing and establishing the Budget Analyst salary to take effect as of July 1 of the next contract year. It is anticipated that said review should result in a fair and reasonable salary increase, commensurate with a performance evaluation.

4. **TERMINATION**: In the event that the Budget Analyst desires to terminate this contract before the term of service shall have expired, the Budget Analyst may do so by giving at least 90 days written notice of such intention to the Superintendent, with a time for such termination to be jointly established between the Budget Analyst and the Superintendent.

The Superintendent may terminate this contract at any time during its term due to reduction in force or reorganization resulting from declining enrollment or other budgetary reasons

Notwithstanding any provision to the contrary, the Superintendent may dismiss or demote the Budget Analyst for good cause. As used herein, “good cause” shall mean any grounds put forth by the Superintendent which are not arbitrary, irrational, unreasonable, in bad faith or not relevant to the sound operation of the school system. In the event this contract is terminated for good cause, the Budget Analyst shall be so notified in writing. Upon request of the Budget Analyst she may meet with the Superintendent to review the decision.

In the event this contract is terminated, any and all financial and other obligations by either party shall cease.

5. **DUTIES**: Under the direction of the School Business Administrator, the Budget Analyst shall perform faithfully, and to the best of her ability, the duties listed in the position job description, which is made a part of this contract.
6. **PROFESSIONAL DAYS**: The Budget Analyst shall be granted professional days as approved by the Superintendent without loss of pay.
7. **STATE RETIREMENT ASSOCIATION**: The Budget Analyst shall be a member of the Norfolk County Retirement Plan.
8. **INSURANCE**: The Budget Analyst shall be entitled to all insurance (medical, hospital, life, and workman's compensation) benefits and all other fringe benefits currently available to teachers and other administrators, such benefits not to be reduced unless expressly provided for in her Contract or agreed upon in the future.
9. **VACATION**: The Budget Analyst shall, on an annual basis, earn ten (10) vacation days to be taken by June 30th (The Budget Analyst will have a one-time exception and receive 15 vacations days for the period of July 1, 2019 – June 30, 2020). After five years of employment with the Canton Public Schools, the annual number of vacation days shall increase to fifteen (15) days. In addition, after ten years of employment with the Canton Public Schools, the number of vacation days shall increase to twenty (20) days. Vacation days are exclusive of legal holidays. The vacation days in a given year may not be carried forward beyond June 30th except with the advance approval of the Superintendent. Maximum carryover shall be five (5) days.
10. **LONGEVITY PAY**:

5 Years	\$700	10 Years	\$825
15 Years	\$975	20 Years	\$1,100
11. **PAID HOLIDAYS**: The Budget Analyst will be granted the following holidays with pay:

New Year's Day, Martin Luther King Day, Washington's Birthday, Good Friday, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day.

The holidays specified above shall be observed on whatever calendar date they are observed in Massachusetts. Whenever any of the holidays listed above falls on a day during the Budget Analyst's vacation, she will receive a compensatory paid day off in lieu of said holiday.
12. **PERSONAL BUSINESS**: The Budget Analyst will be granted four (4) days leave each year without loss of pay for personal matters which require absence from work. Application for the personal leave must be made in writing to the Superintendent at least forty-eight (48) hours before the taking of such leave, except in case of an emergency.

At the close of each work year, if the Budget Analyst has not used her personal business days during that year, the days shall be added to the Budget Analyst's accumulated sick leave.

13. **SICK LEAVE**: The Budget Analyst is entitled to sick leave at a rate of fifteen (15) days per year. The sick leave days are available at the outset of the new year. The number of sick leave days the Budget Analyst may accrue will be unlimited. The Budget Analyst using extended sick leave must submit a periodic written statement from a physician affirming that personal ill health makes extended absences necessary.

Up to five (5) days per year may be used from accrued sick leave in the case of illness in the immediate family, those residing in the same household, with the approval of the Superintendent.

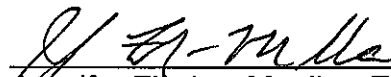
14. **BEREAVEMENT LEAVE**: In case of death during the work year of any member of the Budget Analyst's family (spouse, parent, child or relative living with the family), no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding five (5) days. In case of death during the work year of a grandparent, grandchild, brother, sister, brother or sister-in-law, or mother or father-in-law, no reduction of salary or reduction in accumulated sick leave shall be made for an absence not exceeding three (3) work days. In case of death during the work year of a nephew, niece, or other relative not mentioned above, one (1) day's leave without loss of pay or accumulated sick leave shall be granted on the day of the funeral.
15. **ANNUAL EVALUATION**: The Budget Analyst shall fulfill all aspects of this contract. The Budget Analyst shall meet annually with the Superintendent and/or his designee and establish management objectives which will become part of the Budget Analyst's annual evaluation. Performance shall be reviewed annually and new objectives set by the School Business Administrator with the input of the Budget Analyst on or before the first day of September. Evaluations will be based in part upon the Job Description herein attached and made a part of this contract.
16. **ENTIRE AGREEMENT**: This Contract embodies the whole agreement between the Superintendent and the Budget Analyst and supersedes all prior agreements between the parties. There are no other inducements, promises, terms, conditions or obligations made or entered into by either party other than those contained herein. This Contract may not be changed except by a writing signed by the party against whom enforcement thereof is sought.
17. **WAIVER**: The parties agree that any waiver of any term or provision of this Agreement, by either party, shall not be binding upon the parties unless said waiver is in writing and signed by both parties.
18. **INVALIDITY**: If any paragraph or part 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.
19. **CONSTRUCTION OF AGREEMENT**: This Agreement shall be executed in triplicate, each of which shall constitute an original and shall be construed in accordance with the laws of the Commonwealth of Massachusetts as they are in effect on the date of execution.

20. **APPROPRIATION:** The monetary provisions of this Contract are subject to approval and appropriation by the Canton Annual Town Meeting. If approval or funding is withheld by the Canton Annual Town Meeting, this contract will be immediately terminated, without further obligations by the Town of Canton or the Canton Public Schools.


IN WITNESS WHEREOF, the parties have hereunto signed and sealed this Agreement in triplicate this 30 day of May, 2019.

FOR THE Canton Public Schools by:

Assented to by:



Jennifer Fischer-Mueller, Ed.D
Superintendent of Schools



Michelle Gobbi
Budget Analyst