

**TRUMBULL PUBLIC SCHOOLS
TRUMBULL, CONNECTICUT**

Superintendent's Contract

2024-2027

Board of Education of Trumbull, Connecticut

It is hereby agreed by and between the Board of Education of the Town of Trumbull (hereinafter called the "Board") and MARTIN SEMMEL (hereinafter called the "Superintendent") that the said Board in accordance with its action by election pursuant to C.G.S. 10-157 elected said Martin Semmel as Superintendent of Schools of the Trumbull School District and that the said Superintendent accepted such employment.

1. DUTIES

The Superintendent of Schools is the Chief Executive Officer of the Trumbull School District. In harmony with the policies of the Board of Education, state laws and regulations of the State Board of Education, the Superintendent has executive authority over the school system and the responsibility for its supervision. He has the general authority to act at his discretion, subject to later approval by the Board of Education, upon all emergency matters and those as to which his powers and duties are not expressly specified or limited. He advises the Board on matters of planning and policy, and is expected to take the initiative in presenting such matters to the Board for its consideration.

The Superintendent or his designee, as approved by the Board of Education, shall attend all meetings of the Board and may, except when matters relating to his own employment are under consideration, or when otherwise excused by the Board from attendance, participate in all Board deliberations.

2. OUTSIDE PROFESSIONAL ACTIVITIES

The Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations provided that such activities do not interfere with the performance of his duties as Superintendent.

The Board shall pay the full cost required for the Superintendent to maintain professional association memberships in education organizations as mutually agreed by the Superintendent and the Board. In addition, the District shall pay for other professional and civic group memberships which the Superintendent feels are appropriate to maintain and improve professional skills and community obligations, provided that these memberships are approved in writing in advance by the Chairperson of the Board.

The Board shall pay or reimburse the Superintendent for professional development expenses as approved in advance by the Board.

3. TERM

The term of said employment is from July 1, 2024 to June 30, 2027. Extension of the term of the Superintendent's employment under this agreement shall be in accordance with the following procedure:

- A. Prior to the expiration of the first year of this agreement, the Board of Education, at the request of the Superintendent, may vote for a new three-year agreement.
- B. In the absence of such a vote, the Board of Education shall, prior to the expiration of the second year of this agreement, vote upon the question of whether or not to elect the Superintendent to an additional term not to exceed three years. At least three months prior to the expiration of the second year of this agreement, the Superintendent shall provide the Board with a copy of this provision and a written request that the question of the extension of his employment be placed upon the Board's agenda for consideration.

Other than for reasons of non-renewal, anything in this section to the contrary notwithstanding, the provisions of Section 7 of this agreement shall control all questions regarding termination of the Superintendent's employment.

4. COMPENSATION

The Superintendent's base salary shall consist of two components: (a) an annual salary of \$261,902 for 2024-2025 plus a doctoral stipend of \$2,000; the salary in the second and third year of this contract shall be negotiable between the parties, but shall in no event be less than as set forth hereinabove; and (b) an additional sum equal to 12% of his salary in equal installments which the Superintendent will arrange to have an elective deferral deducted from his/her salary on a pre-tax basis as permitted by Section 403(b) of the Internal Revenue Code as amended, and then contributed to a 403(b) annuity he chooses or from a list provided by the Board and generally available to Board employees. Any adjustment in salary made during the life of this contract shall be in the form of an amendment and shall become part of this contract. No such salary amendment shall be deemed to evidence either a new contract or an extension of the term of this contract.

5. FRINGE BENEFITS AND WORKING CONDITIONS

- A. Except where the same may conflict with other provisions of this contract, the Board will provide the Superintendent with and shall pay the premiums (subject to a cost-share contribution) for those insurance benefits which it provides to administrators belonging to the Trumbull Administrators' Association.

- B. The Superintendent shall be eligible for 18 days of sick days per year, cumulative to 222 days. The Superintendent will be credited with 50 accumulated sick days upon the commencement of his employment.
- C. The Superintendent shall be entitled to annual vacation time of twenty-seven (27) working days, which may be taken at times and in increments agreeable to the Board. Unused days not to exceed five (5) in one year may be carried over into the following school year but not later, or paid out to the Superintendent at his then current rate.
- D. The Superintendent shall have fourteen (14) paid holidays which will be consistent with the school calendar.
- E. The Superintendent shall be entitled to up to five (5) personal days per year, for religious observance and personal matters which cannot be addressed outside of the regular work day.
- F. The Board shall provide the Superintendent with a \$500.00 per month transportation allowance, which shall be payable on a monthly basis.
- G. Except where the same may conflict with other provisions of this contract, the Superintendent shall be eligible for all other welfare provisions and benefits set forth in Articles VII of the then current Agreement between the Board of Education and the Trumbull Administrators' Association.
- H. In the event the Superintendent retires from education directly from the Trumbull Public Schools, he shall be eligible for the same benefits provided to retiring administrators under the Trumbull Administration Association collective bargaining agreement, Article X, subject to the same terms and conditions under said Article, however, solely for purposes of that provision will be deemed as hired before July 1, 2008.

6. **EVALUATION FORMAT**

The Board shall evaluate and assess the performance of the Superintendent within 90 days but not less than 60 days prior to the expiration of each year of this contract. Said evaluation and assessment shall be reasonably related to the goals and objectives of the district for the year in question. The Superintendent shall submit to the Board a recommended format for such evaluation and assessment of his performance (hereafter "evaluation format"), which shall be reasonably objective, and shall contain at least the following criteria: board-superintendent relations, community relations, personnel relations, educational program, business matters, professional leadership and personal qualities. The evaluation format shall provide for a rating system both as to overall performance and as to the specific criteria set forth therein. The Board shall meet with the

Superintendent and shall attempt in good faith to agree on the development and adoption of a mutually acceptable evaluation format. The Board shall adopt an evaluation format within 90 days of the commencement of each year of this agreement.

Using the evaluation format, the Board shall develop a written evaluation to be placed in the Superintendent's personnel file. In the event that the Board determines that the performance of the Superintendent is deficient in any respect, it shall describe the same in its written evaluation in reasonable detail, including specific examples, where appropriate. The evaluation shall include recommendations for improvement in all instances in which the Board has noted deficient performance, and may include such additional recommendations, as the Board shall judge necessary and/or appropriate.

A copy of the written evaluation shall be provided to the Superintendent within 30 days of its completion, and the Superintendent shall have the right to respond in writing. Any such written response shall be lodged in the Superintendent's personnel file as an attachment to the evaluation to which it is directed. Within 30 days of the Superintendent's receipt of the evaluation, the Board and the Superintendent shall meet in executive session to discuss the same.

Whenever the Board has deemed the Superintendent's performance or any aspect thereof to be deficient, or has made recommendations as to areas of improvement, the Chairman of the Board shall appoint a committee of not less than two of its members to meet in executive session with the Superintendent and endeavor to assist him in improving his performance as to such matters. Said committee shall report to the full Board, in the presence of the Superintendent, as to activities and the results thereof within 90 days. Thereafter the Board may continue the committee and require additional reports when necessary.

At the first Board meeting to be held during the evaluation period, the Superintendent shall provide the Board with a copy of these contract provisions. Time limits relating to evaluation of the Superintendent may be waived by mutual agreement of the parties.

7. **TERMINATION**

- A. The parties may, by mutual consent, terminate the contract at any time upon such terms and conditions as they may then deem appropriate and agreeable.
- B. The Superintendent shall be entitled to terminate this contract upon ninety (90) days written notice.
- C. The Board may terminate this contract during its term for one or more of the following reasons:
 1. Incompetence, ineffectiveness or inefficiency;
 2. Insubordination with respect to reasonable rules or requests of the Board of Education;

3. Moral misconduct;
4. Disability as shown by competent medical evidence; or
5. Other due and sufficient cause.

In the event the Board seeks to terminate the contract for one or more of the above reasons, it shall serve upon the Superintendent written notice that termination of his contract is under consideration. Such notice shall be accompanied by a written statement of reasons. Within fifteen days of receipt of such notice, the Superintendent may file with the Board a written demand for a hearing before the Board. Such hearing shall be held within twenty days of the Board's receipt of such demand. The Board's decision shall be based upon evidence and testimony presented at the hearing. Such hearing may be in executive or public session, at the option of the Superintendent. The Superintendent shall have the right to be represented by his own counsel at his expense. The Board shall render its decision in writing, setting forth the reasons and evidence relied upon, within fifteen days of the conclusion of the hearing, and shall send a copy thereof to the Superintendent. Any time limits established herein may be waived by mutual consent of the parties.

D. If the Superintendent is terminated on account of disability as shown by competent medical evidence, the Board shall pay sick leave and insurance benefits provided in this agreement.

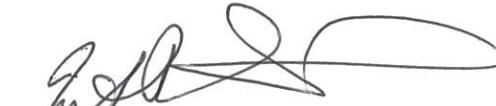
8. **GENERAL PROVISIONS**

- A. If any part of this agreement is found to be invalid, the remainder shall nevertheless be binding upon and effective against all parties.
- B. This contract contains the entire agreement of the parties. It may not be amended orally, but only by writing signed by both parties. Commencing upon signing, this agreement supersedes all prior agreements between the parties.

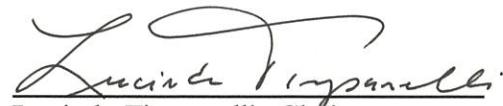
IN WITNESS WHEREOF, the parties have executed this Contract as of this 17 day of June, 2024.



Witness



Martin Semmel
Superintendent of Schools



Lucinda Timpanelli, Chairman
Board of Education

