CONTRACT BETWEEN

MIDDLETOWN SCHOOL ADMINISTRATORS’ ASSOCIATION

and

MIDDLETOWN BOARD OF EDUCATION
Middletown, Connecticut  06457

2013-2016
THIS AGREEMENT, is made and entered into by and between the MIDDLETOWN BOARD OF EDUCATION (hereinafter called the "Board") and the MIDDLETOWN SCHOOL ADMINISTRATORS ASSOCIATION (hereinafter called "MSAA").

ARTICLE I

GENERAL

A. This Agreement is negotiated under Section 10-153, Connecticut Statutes of the Connecticut General Assembly, as amended, in order (a) to fix for its term the salaries and harmonious working relationships between the Board and the MSAA in order that the cause of public education may be best served in Middletown.

B. The provisions of this Agreement shall constitute Board Policy for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the Board which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changed pre-existing Board policy, rules or regulations shall operate retroactively unless expressly so stated.

C. Nothing in this Agreement shall in any way limit or contravene the authority of any Municipal, State or Federal Board, commission, agency, or other governmental body or authority.

ARTICLE II

RECOGNITION

A. The Board recognizes the Middletown School Administrators Association as the exclusive bargaining representative for all certified employees who are not represented by the Middletown Federation of Teachers excluding the Superintendent, Assistant Superintendent for Administration, and Assistant Superintendent for Curriculum/Instruction for the purposes of negotiating with respect to salary schedules, working conditions, personnel policies and other conditions relative to employment.

B. The MSAA agrees to represent equally all Administrators without regard to membership or participation in, or association with the activities of the MSAA or any other employee organization.

1. All employees who are members of the MSAA on the effective date of this Agreement, or who thereafter voluntarily become members of the MSAA, and all employees in the bargaining unit who are hired after the effective date of this Agreement, shall as a condition of employment either (1) become and/or
remain members of the MSAA for the duration of this Agreement, or (2) pay to the MSAA a representation fee not to exceed the amount of dues uniformly required of members.

2. The MSAA shall establish and notify the Board in writing of the amount of the representation fee, and shall provide an appropriate mechanism for a proportional reimbursement to employees who object to expenditure of a portion of their representation fee on political or ideological activities or causes, to the extent required by law.

C. The Board of Education shall not appoint employees without an intermediate or principals certificate to positions in the bargaining unit represented by the MSAA. In the event that a vacancy in the Administrators’ bargaining unit occurs, the Board of Education will observe the following procedure with respect to interim appointments, unless a regular appointment is made or until a regular appointment is made.

1. The fact of the vacancy will be made known to all members of the Administrators’ bargaining unit.

2. Members of the bargaining unit at that time will be permitted to volunteer to fill such vacancy.

3. Such vacancy will be filled from among said volunteer applicants or by the appointment of any others who are members of the Administrators' bargaining unit at that time, unless otherwise mutually agreed.

4. If the position is filled by a current member of the bargaining unit, the salary shall be the same step of the salary schedule for the position being filled as the individual has attained in their regular position. If the position is being filled from outside the bargaining unit, the individual's salary shall be the minimum step of the salary schedule for the position in question.

D. Whenever a regular vacancy occurs in a MSAA bargaining unit position for which a member of the MSAA bargaining unit is certified or certifiable, the following procedure will be observed:

1. The fact of the vacancy will be made known to all members of the administrative bargaining unit. Prior to posting and/or advertising for said vacancy, any administrator may apply for a transfer to said position and the Superintendent, if he/she approves, may make such transfer.

2. Members of the MSAA who apply for the said vacancy shall be granted an interview with the Screening Committee. In the event that a member is not recommended for a Board interview, he/she may request a conference with the Superintendent and the Assistant Superintendent for an explanation.
E. The MSAA recognizes that the Superintendent has the prerogative to transfer its members within the MSAA bargaining unit. Prior to initiating such a transfer, the Superintendent will consult with the President of the MSAA. At no time should a transfer result in a promotion (i.e., a position with a higher maximum). Consultation will be made in the following manner:

1. The Superintendent of Schools will meet with the President of the Middletown School Administrators Association and one representative of the Association's Executive Committee whenever any assignment to a different school for the next school year is contemplated.

2. At this meeting, the Superintendent of Schools shall notify the Association representatives of any contemplated assignments and/or reassignments for the next school year and will explain his reasons for said contemplated changes.

3. At the request of the President of the Association, the Superintendent will postpone his decision for a reasonable period of time to permit the President of the Association to inform the members of the Superintendent's intentions and/or to solicit the views of the membership and report such views to the Superintendent.

4. The Superintendent of Schools will give the utmost consideration to the views of the Middletown School Administrators Association President and/or membership and will not effect any involuntary transfers of any administrator from one position to another except after reaching a conclusion that overriding educational considerations require such a transfer.

F. A member of the bargaining unit who is involuntarily transferred to a lower paid position in the bargaining unit shall be placed on the same step in the new position as he/she held in the previous position, but his/her salary shall remain unchanged until the salary level at the appropriate step in the new position meets or exceeds the former account.

G. No Administrator shall be disciplined or demoted without just cause, and no administrator shall be involuntarily reduced to a teaching position except in accordance with Board Policy 4117.3.

ARTICLE III

PROTECTION

A. Administrators shall immediately report to the Superintendent in writing all cases of assault suffered by them or any other employee of the Board.
B. Such report shall be forwarded to the Board which shall comply with any reasonable request from any administrator for information in its possession not privileged under law which relates to the incident or the persons involved.

C. The Board shall provide legal counsel who shall be selected by mutual agreement between the Board and MSAA, and shall protect and save harmless any Administrator from financial loss and expense, arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental damage to or destruction of property, within or without the school building, provided such Administrator, at the time of the accident resulting in such injury, damage or destruction, was acting in the discharge of his duties within the scope of his employment or under the direction of the Board.

D. Section 10-235 of the Connecticut General Statutes, as amended through 1980, concerning indemnification of professional employees, shall continue to be binding upon the parties for the duration of this Agreement.

E. Whenever an Administrator is absent from school as a result of personal injury, compensable under the Connecticut Workers' Compensation laws, and caused by an assault (physical or mental) arising out of and in the course of his employment, he shall be paid his full contractual salary rate for the period of such absence for up to one calendar year without having such absence charged to his annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of Workers' Compensation award for temporary disability due to the said assault (physical or mental) for the period for which such salary is paid. The Board shall have the right to have the Administrator examined by a physician designated by the Board for the purpose of establishing the length of time during which the Administrator is temporarily disabled from performing his duties; and in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of said physician as to the said period shall control.

ARTICLE IV

ACCIDENT BENEFITS

Where an Administrator is absent from school as a result of accidental injury or illness (caused by other than an assault), compensable under the Workers' Compensation Laws of the State of Connecticut the Administrator's benefits shall be as follows:

A. All related medical costs, in accordance with the Workers' Compensation Statutes as provided;
B. Full payment, minus Workers' Compensation payments, for the first thirty school days during any fiscal year or related to a specific accident, whichever is applicable, to the Administrator's advantage, and thereafter to the extent of an Administrator's accumulated sick leave, unless the Administrator instructs the central office to the contrary, in which case Paragraph C shall govern.

C. Insurance compensation payments according to the insurance company formula, until such time as the Administrator returns to regular duty.

ARTICLE V

SICK LEAVE

A. Each Administrator is entitled to sick leave with full pay up to seventeen (17) working days in each year (15 working days for Administrators who became members of the MSAA bargaining unit after June 30, 2004). Unused sick leave shall be accumulated from year to year so long as the Administrator remains continuously in the service of the Board, up to but not in excess of two hundred and ten (210) working days unless increased by the State Statutes.

B. The Superintendent may grant up to thirty (30) extra days of sick leave to a newly hired Administrator, making a total of forty-five (45) days during the Administrator’s first year of employment, but one-third of such extra days shall be deducted from the Administrator’s available sick leave in each of the next three years of employment.

C. In the event of absence of an Administrator for illness or injury in excess of three (3) consecutive working days, the Board may require a medical opinion regarding the Administrator's illness. Costs for securing any such medical opinion shall be borne by the Board.

D. For absence in excess of the allowable sick leave, an Administrator, upon application and at the discretion of the Board, may receive the difference between his pay and the amount paid his substitute.

E. Each Administrator shall be notified by November 15th of each school year of his total accumulated sick leave.
ARTICLE VI

LEAVES OF ABSENCE

A. Upon approval of the Superintendent, each Administrator shall be entitled to the following leaves of absence without same being charged against sick leave and with full pay, unless otherwise noted.

1. Up to two (2) emergency days per year for activities over which the Administrator has no control and which require absence from assigned responsibilities. When approved leave requires travel in excess of 500 miles each way, an additional two (2) days for travel may be allowed.

   a. "Emergency leave" may be granted for matters of personal need. Such leave will not be granted with full pay. Deduction, depending upon the circumstances, may be either full or partial.

   b. Prior approval must be received for all leaves (other than sick leave) except in those instances when the nature of the "emergency" makes it impossible to receive prior approval.

2. Up to a total of five (5) days on each occurrence, for death of an Administrator's spouse, child, parent, grandparent, brother, or sister of the Administrator or his or her spouse or members of his or her immediate family.

3. Up to a total of three (3) days for major religious holidays.

4. Upon approval of the Superintendent, each Administrator shall be entitled up to fifteen (15) days per year, with full pay, for sickness, injury, or quarantine in the immediate family or household, provided, however, any such leave shall be supported by a certificate of an attending physician and shall be charged against the Administrator's sick leave.

5. The Superintendent may grant leave at no loss of pay to Administrators for the following:

   a. Attending education meetings which have direct value to the pupils.

   b. School visitations which have been planned in advance.

   c. Six (6) personal days per year for members to attend Union conferences, no more than three (3) of these to be used while teachers and pupils are in session.
6. Administrators shall have the right to appeal to the Board any decision made by the Superintendent.

B. Upon recommendation of the Superintendent, the Board may grant a sabbatical leave for professional study. Such leave may be with or without pay, or with partial pay, as proposed by the Administrator and approved by the Board. The Board's decision on any such proposed leave shall take into consideration the merit of the proposal, the availability of funds, and the needs of the school system.

C. Leave of absence for maternity purposes shall be governed by applicable federal and state legislation.

D. Leaves and rates of pay not covered by this Article may be granted and set at the sole discretion of the Superintendent.

ARTICLE VII

INSURANCE

The following health insurance and prescription coverage is available to members of the Unit, their spouses and their children (including unmarried children between the ages of 19-26 years, either living at home or attending an accredited college or university) according to their enrollment based upon the provisions set forth hereinbelow:

A. Health Insurance/Prescription Program: Aetna Plan in effect immediately prior to the effective date of this agreement, or equivalent.

B. Premium Cost Share: Members of the bargaining unit shall pay by payroll deduction nineteen percent (19%) of the premium cost for such coverage through June 30, 2016.

C. Family Security: Continuation of all of the benefits as provided herein for a period of two (2) years after date of death of the employee at no cost to the employee's family.

D. Retirees: All Administrators under age sixty-five (65), and those over age sixty-five (65) who are not eligible for Medicare, shall be allowed to purchase the coverage outlined above at no cost to the Board, at group rates as designated by the carrier. Such coverage shall be subject to change in the same manner and at the same time as changes may be made for actively employed members of the Unit, so the Board is not required to maintain a separate health insurance plan for retirees only. An administrator who has completed at least ten (:0) years of service in the MSAA bargaining unit, and who retires from teaching or administration in Connecticut public schools after either reaching age 60 or reaching age 55 and completing thirty five (35) years of service as a teacher or
administrator in Connecticut, shall be eligible for a health insurance premium subsidy until reaching age 65, computed as follows:

1. The Board shall pay a percentage equal to two (2) times the number of completed years of service in the MSAA bargaining unit.

2. The Board's share must be deducted from the total member's premium cost, then the $110 state subsidy should be applied to the member's portion.

E. **Term Life Insurance:** The Board shall provide each Administrator with $50,000 term life insurance, or coverage equal to the annual salary rounded to the next higher $1,000, whichever is greater. In addition, each Administrator shall be entitled to purchase through the Board, at his or her own expense, additional group life insurance coverage up to two (2) times the Administrator's salary.

F. **Dental Care Benefits:** The Board shall provide and pay for individual and family coverage for employees under a plan reasonably comparable to the Aetna (Plan II) Dental Program in effect immediately prior to the effective date of this agreement.

G. The Board may substitute insurance carriers as it sees fit so long as the new carrier provides reasonably comparable coverage and administration. Disputes as to comparability shall be resolved forthwith by final and binding arbitration before a mutually agreeable arbitrator or as appointed in accordance with the rules of the American Arbitration Association. The Arbitrator selected shall be selected from a pool of arbitrators who are experienced in matters of insurance coverage. No changes regarding carriers shall occur until at least sixty (60) days after the Board serves notice of intent to make such change, unless otherwise mutually agreed.

H. The Board of Education shall provide, at no cost to the Administrator, a long term disability policy, the full premium cost of which shall not exceed one-half of one percent (.5%) of bargaining unit payroll.

**ARTICLE VIII**

**SALARIES**

A. The Salary Schedule for Administrators, designated as Schedule A, is affixed hereto and made an integral part of this Agreement.

B. Credit will be granted for prior certificated administrative experience for person beginning their employment in the Middletown School system. However, placement on the salary schedule will be commensurate with the placement of
Administrators having similar experience or prorated so that newly appointed Administrators and incumbent Administrators are treated in a fair and equitable manner.

C. Consistent with sound management principles, the Board, subject to the resources available to it, shall maintain a salary differential sufficient to reflect the separate responsibilities and work load between its teaching staff and its Administrators.

ARTICLE IX

HEARING PROCEDURE

A. When a member of the Administrators unit, or group of Administrators, feels that as to him or them there has been (i) a violation, misinterpretation or misapplication of a specific provision of this Agreement, or (ii) a decision of the Board of Education or central office administration which adversely affects his or their positions, salaries, or other conditions of employment, the concern shall be reduced to writing promptly and submitted to the Superintendent.

1. The written document shall set forth the facts of the matter, the relevant portions of this Agreement or Board policy (if any), the remedy requested, and a statement of the fact that the procedure under this Article is being invoked.

2. The Superintendent shall meet promptly with the individuals involved, and shall thereafter render a written decision on the matter, including the reasons for his decision.

B. If the Administrator or group of Administrators is not satisfied with the decision of the Superintendent, he or they shall promptly submit to the Superintendent a written request for a hearing before the Board.

1. An informal hearing before the Board in executive session shall be scheduled and held within a reasonable time, and the Board shall thereafter render a written decision on the matter, including the reasons for its decision.

2. The Board shall consider only information presented during the hearing, including written material and oral statements.

C. If the grievance is not satisfactorily resolved, the Administrator or group of Administrators may, subject to the approval of the Association, submit the matter in writing to the American Arbitration Association within ten (10) days of receipt of the Board’s decision. Selection of the Arbitrator shall be according to regulations of the American Arbitration Association. The decision of this arbitrator shall be final and binding on both parties in cases where the grievance falls within the definition set forth in
paragraph A(i) of this Article. In all other instances it shall be advisory only. The cost of arbitration shall be shared equally by the Board and the Association.

D. Any Administrator who utilizes this procedure may be represented at either step by a person of his own choosing, except that such person may not act in the capacity of an officer of any other teacher or administrator organization other than the Association.

ARTICLE X

RENEGOTIATIONS

A. The Board or the MSAA may request in writing of each other during the term of this Agreement, the opportunity to renegotiate any particular article or articles.

B. Any such request shall be submitted to either the Superintendent or the President of the MSAA and shall contain therein the reasons for requesting renegotiation.

C. Either party may accept or reject the request for renegotiation. A rejection of renegotiation shall be in writing and contain therein the reasons for any such rejection.

ARTICLE XI

ACADEMIC FREEDOM

Administrators will be entitled to the full rights of citizenship and no activities of any Administrator exercised pursuant to these rights, provided the exercise is not conducted during working hours, will be subject to disciplinary action or discriminatory judgments with respect to the professional employment of an Administrator.

ARTICLE XII

WORK YEAR

A. Except as otherwise noted on Schedule A, all positions covered by this Agreement shall be year-round assignments excepting, however, that each Administrator shall be entitled to a four-week vacation period during the summer months when school is not in session.

B. During the regular school calendar year, no Administrator shall be obliged to attend during the scheduled school recess periods and holidays.
C. The Assistant Principal (Category V) and 6-12 Curriculum Supervisors (Category VI) will work a 195 day school year.

ARTICLE XIII

REDUCTION IN FORCE

A. Elimination of Professional Staff Positions

   The Board has the exclusive prerogative to eliminate professional staff positions, consistent with the provisions of applicable Connecticut General Statutes.

B. Definitions

   1. As used herein, the term “days” shall mean calendar days
   2. As used herein, the term “administrator” shall apply to any employee of the Board who holds a regular 092 certificate issued by the Connecticut State Board of Education and is employed in an administrative position.
   3. As used herein, the term “senior” shall refer to the number of years of service in the Middletown School System.

C. Procedure

   1. Prior to terminating an administrator’s contract, due to elimination of position, the Board will give due consideration to its ability to effect position elimination and/or reduction in staff by:

      a. voluntary retirements;
      b. voluntary resignations;
      c. transfer of existing staff members;
      d. voluntary leaves of absence.

   2. In the event that it becomes necessary to terminate an administrator’s contract due to the elimination of a professional staff position, the following procedure shall be utilized in selecting the administrator to be terminated:

      a. Non-tenured administrators shall be terminated on a system-wide basis before tenured administrators within the range of certification and qualification in which the elimination takes place.

      b. In making decisions regarding contract termination of non-tenured administrators, major emphasis shall be placed on the following factors:

         • areas of certification;
         • qualifications and ability, as determined by an objective evaluation of the administrators performance; and
         • administrator experience in other positions;

      c. Among tenured administrators, the least senior administrator within the relevant position shall be terminated, as long as no vacancy exists in that administrator’s range of certification and qualification.
d. Qualification shall be determined by reference to previous administrative experience in the position in question.

e. Under no circumstances shall an administrator be entitled to bump into a higher position.

3. Any administrator whose position is eliminated and who is unable to obtain another administrator position shall be entitled to seek a position in the teachers' bargaining unit pursuant to the layoff and recall language in the collective bargaining agreement between the teachers' representative and the Board.

ARTICLE XIV

MISCELLANEOUS

A. Whenever any individual reviews any portion of the personnel file of a member of the Administrators unit, a notation containing the individual's name and the date of the review shall be placed in such personnel file. This requirement shall not apply to members of the central office staff, or consultants such as auditors who may be required to have access to such files in the course of their duties.

B. If any portion of this Agreement is ruled invalid for any reason, the remainder of this Agreement shall remain in full force and effect.

C. Administrators who are required to provide their own transportation in order to carry out authorized duties for the system will be reimbursed at the rate determined by I.R.S. guidelines or for the cost of public transportation provided the latter is subject to prior approval by the Superintendent of Schools and is via the shortest and least expensive means of transportation available to the employee. In the event that during the term of this contract the Board of Education establishes by policy or otherwise a higher reimbursement per mile for any group of its certified professional employees, such higher rate shall apply in lieu of the rate specified herein.

ARTICLE XV

DURATION

The provisions of this Agreement shall be effective as of July 1, 2013 and shall continue and remain in full force and effect for the period of three years.
IN WITNESS WHEREOF, the parties hereunto have caused these presents to be executed by their proper officers, hereunto duly authorized and their seals affixed this 1st day of December, 2012.

MIDDLETOWN SCHOOL ADMINISTRATORS ASSOCIATION

By
Joseph Cassella
Its President

By
James Gaudreau
Its President

MIDDLETOWN BOARD OF EDUCATION

By
Eugene P. Nocera, Ph.D.
Its Chairperson
M.S.A.A. SALARY SCHEDULE

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**Retirement**

Lump sum payments for administrators who became members of the MSAA bargaining unit prior to July 1, 2003 and who are eligible for full retirement from the State Retirement System shall be made according to the following scheduled:

Year One 5,500; Year Two 4,300; Year Three 3,300

Eligible individuals may elect to advance the above payments by one, two or three years by announcing their retirement at least one, two or three years (respectively) prior to the effective date of their retirement. Payments advanced into the individual's final one, two or three years of employment shall be added to base annual salary and paid over the course of the year rather than in lump sum. Any such advance notice of retirement shall become irrevocable as soon as any such payments are made.

**Doctoral Stipend**

An administrator who has attained a doctoral degree shall receive an annual stipend in the amount of $2,000.00