

COMMONWEALTH OF MASSACHUSETTS

DIVISION OF ADMINISTRATIVE LAW APPEALS

**Deborah Hood,**  
Petitioner

v.

Docket No. CR-24-0617

**Massachusetts Teachers' Retirement System,**  
Respondent

**Appearance for Petitioner:**

Jesse Gibbings, Esq.

**Appearance for Respondent:**

Ashley Freeman, Esq.  
Senior Legal Counsel  
Massachusetts Teachers' Retirement System

**Administrative Magistrate:**

Kenneth Bresler

**SUMMARY OF DECISION**

A collective bargaining agreement (CBA) established extended school days for an assistant principal in Cambridge. Her extended-day duties were the same as her other duties. Although the CBA provided that she would receive \$4,000 per year for extended-day duties, she received \$10,000. The full \$10,000 was regular compensation.

**DECISION**

The petitioner, Deborah Hood, appeals the decision by the Massachusetts Teachers' Retirement System (MTRS) that some of her compensation was not regular compensation.

The parties originally submitted their positions through documents. When I realized that

the documents left factual gaps, I scheduled a hearing, which I held on July 23, 2025. Because I needed only to fill in some factual gaps, the hearing lasted approximately 20 minutes. Ms. Hood testified and called as a witness Dan Monahan, former president of the Cambridge Education Association (which this decision will call “the union”). I admitted 14 exhibits for Ms. Hood and one exhibit for MTRS; the exhibits are clearly marked in the file. (Since MTRS’s one exhibit duplicated one of Ms. Hood’s exhibits, all of my references to exhibits are to Ms. Hood’s.)

After the hearing, MTRS relied on its Respondent’s Submission on the Papers, dated March 11, 2025, as its post-hearing brief. Ms. Hood submitted a post-hearing brief in September 2025.

### **Findings of Fact**

1. Ms. Hood was the assistant principal in the Fletcher-Maynard Academy, an elementary school that is part of the Cambridge Public Schools, from the 2007-08 school year to the 2023-24 school year. (Ex. 13 (Hood affidavit))

2. On April 30, 2014, the Cambridge School Committee (the Committee) and the union signed an agreement about an Extended Learning Time (ELT) program at the Fletcher-Maynard Academy and a second school. (Ex. 4, p. 103)

3. On ELT days (Mondays, Tuesdays, Thursdays, and Fridays), the school day for students was extended from 1:45 p.m. to 3:45 p.m. (Ex. 13) It started at 7:45 a.m. (Tr. 4)

4. The ELT agreement referred to “additional time” (twice) and “additional hours beyond the regular workday” for teachers. (Ex. 4, p. 105) Elsewhere, it referred to “additional hours” (three times) and “additional salary” (twice). (Ex. 4, p. 106)

5. Under the ELT agreement, if the assistant principal in the Fletcher-Maynard Academy and the second school were required to work ELT and did perform assistant principal duties, the assistant principal received a \$4,000 stipend. (Ex. 4, p. 106)

6. Ms. Hood was required to work ELT; it was a condition of her being hired. (Tr. 7)<sup>1</sup>

7. Ms. Hood's work day was from 7:30 a.m. to 4:15 p.m. (Tr. 4) Her duties were the same on both ELT days and Wednesdays. (Ex. 13)

8. The Committee and the union signed a collective bargaining agreement (CBA) effective from September 1, 2021 through August 31, 2023. (Ex. 4)

9. The same two parties signed a CBA effective from September 1, 2023 through August 31, 2026. (Ex. 5)

10. Both CBAs contained an Appendix G, which consisted of the 2014 agreement about ELT. (Ex. 4, p. 106; Ex. 5, p. 105)

11. From fall 2007 to October 2023, Ms. Hood received a \$10,000 stipend "for performing my regular duties on the ELT days," according to her affidavit (Ex. 13)

12. Ms. Hood was paid the \$10,000 stipend as part of her biweekly salary, not in a lump sum. (Ex. 13)

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<sup>1</sup> The first school year that Ms. Hood was assistant principal was 2007-08. (Ex. 13) The first clear mention of ELT in the record is the Committee and union signing the ELT agreement on April 30, 2014. (Ex. 4) If ELT was in place when Ms. Hood became assistant principal, then an ELT agreement from before 2014 must have existed. It may have been signed in 2006. (Tr. 13) This apparent discrepancy or gap in the record is ultimately not significant.

13. Ms. Hood does not know why she received \$10,000 and not \$4,000, as specified under the ELT agreement. (Tr. 5) See also Tr. 13 (former union president did not know how that happened either).

14. In fall 2023, Ms. Hood noticed that she was not receiving the biweekly share of the \$10,000 stipend. (Ex. 13)

15. Ms. Hood stopped receiving \$10,000 and received only \$4,000 because the state-funded ELT grant ended. Cambridge Public Schools assumed the responsibility of paying ELT stipends to Ms. Hood and teachers. (Tr. 5, 14)

16. Ms. Hood contacted the union (Ex. 13), which, on October 26, 2023, filed a grievance on behalf of Ms. Hood. The grievance referred to the “long standing practice” of paying \$10,000 to assistant principals for ELT. (Ex. 6)

17. On January 4, 2024, Ms. Hood told the Chief Talent Officer of the Cambridge Public Schools that she intended to retire on August 20, 2024. (Ex. 8) On March 4, 2024, the officer acknowledged Ms. Hood’s decision to retire. (Ex. 9)

18. On February 6, 2024, the two parties signed a settlement agreement about the grievance. (Ex. 7)<sup>2</sup>

19. In the agreement, the Committee denied that the grievance was substantively valid because it was based on “a past practice” and not the CBA. (Ex. 7)

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<sup>2</sup> Thus, this decision refers to three agreements: the ELT agreement, the collective bargaining agreement, and the settlement agreement.

20. The agreement acknowledged that Ms. Hood had received \$10,000 for school years 2021-22 and 2022-23. (The agreement apparently meant that she had received that amount for *each* school year.) (Ex. 7)

21. According to the agreement, Ms. Hood would receive a \$10,000 stipend for the 2024-25 school year. (Ex. 7)<sup>3</sup>

22. Further, according to the agreement, the agreement “shall be incorporated” into the 2021-22 and 2022-23 CBAs, “superseding the pre-existing stipend amount...in Appendix G...” The agreement similarly stated that the \$10,000 “supersedes the \$4,000 stipend” in Appendix G of the CBA. (Ex. 7)

23. On September 19, 2024, MTRS determined that two payments to Ms. Hood of \$6,000, one each in 2021-22 and 2022-23 for “Expanded<sup>4</sup> Learning Time [as an] Assistant Principal,” did not qualify as regular compensation. (Ex. 10)

24. MTRS continued its explanation:

The Expanded Learning Time amount for an Assistant Principal set forth in the ...9/1/2021-8/31/2023 and 9/1/2023-8/31/2026 collective bargaining agreements was \$4,000. You were erroneously paid \$10,000 per year. This error continued through the 2023-2024 school year.

Cambridge Public Schools executed a settlement agreement on 2/6/2024 to adjust the amount for assistant principals working in the ELT program to \$10,000 per year. The agreement could not be incorporated into the 9/1/2021-8/31/2023 collective bargaining agreement because that contract was expired prior to the ratification of the settlement agreement....

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<sup>3</sup> MTRS stated in its prehearing memorandum (unnumbered page) that the agreement amended the 2023-26 CBA “to allow an increase in pay to all Unit B members, not just the petitioner.” I do not see such an increase in the agreement.

<sup>4</sup> This should have been “Extended.”

Therefore, the amount of \$4,000 set forth in the contract was used in the calculation of your three-year salary average from 9/1/2021-6/30/2023.

The amount paid beyond what is set forth in the contract has been denied because it does not meet the definition of regular compensation....

(Ex. 10)

25. On September 30, 2024, Ms. Hood timely appealed. (Ex. 11)

### **Discussion**

#### Core duties vs. additional services

Before determining whether an MTRS member's duties constitute "additional services" under G.L. c. 32, § 1 and 807 CMR 6.02(1), one must first determine whether the duties are "core duties," part of the employee's "regular job," and the employee's "central focus" under *Carolyn Marletta v. Teachers' Retirement System*, CR-10-347 (Contr. Retire. App. Bd., March 31, 2016). The Contributory Retirement Appeal Board (CRAB) articulated this sequence – determining "core duties" before "additional services" – in a remand in one of my cases. *Anne Fonseca v. Massachusetts Teachers' Retirement System*, CR-12-164, 2022 WL 16921431 \*2 (Div. Admin. L. App., Jan. 28, 2022).

The notion of core duties has three drawbacks, as I wrote in *Fonseca*: the notion is not implied in or derived from G.L. c. 32, § 1 or the regulations under it; it is unclear or often unclear how to determine what constitutes an employee's core duties (although it is not hard in the instant case); and it examines the *purpose* of compensation, rather than, as in many previous cases, if not most cases, the *form* of compensation. *Id.*

After my *Fonseca* decision, CRAB wrote in *Fonseca*:

The distinction between core duties and additional services is critical in determining what payments can be included as regular compensation: payment

for core duties is regular compensation, because these payments are wages. Payments for additional services are subject to additional requirements....

....

While CRAB has encountered a limited number of cases requiring a distinction between core duties and additional services, the following factors can be used to distinguish between them. First, we consider whether the compensation the member received for the duties performed was predetermined, non-discretionary, and given to similarly situated employees. We also consider the amount of time spent on the duties in question; and lastly, we look at the relationship between the duties in question and the remainder of the individual's job responsibilities. Determining whether the performance of a specific duty is considered an additional service or a core dut[y] will depend on the specific individuals' responsibilities. In order for a particular function to be considered a core duty it must be a required element of the job and cannot be a discretionary aspect.

*Fonseca*, CR-12-164, 2024 WL 2880049 \*2 (Contr. Ret. App. Bd., Feb. 14, 2024) (footnotes omitted).

This last passage does not quite clarify how to determine what constitutes an employee's core duties, especially because it does not articulate or indicate what weight to give the criteria that it discusses. Nonetheless, CRAB has adopted both the notion of core duties and the sequence of examining core duties before additional services and I am bound by the notion and sequence.

CRAB's decision in *Fonseca* appears to have articulated six criteria for determining whether an employee's duties are core, including three criteria that the decision listed together (after "First"), and a criterion that comes after "lastly."

Was the compensation predetermined?

No evidence exists that Ms. Hood's compensation was predetermined. The CBA specified that she would receive \$4,000 and she received \$10,000 – until she received \$4,000.

That does not sound predetermined. This criterion does not weigh in Ms. Hood's favor.

Was the compensation discretionary?

The record does not reveal why Ms. Hood received \$10,000 and not \$4,000 until she did indeed receive \$4,000. Apparently, the chief financial officer of the Cambridge Public Schools exercised discretion. (Tr. 14) This criterion does not weigh in Ms. Hood's favor.

Was the compensation given to similarly situated employees?

The record does not show that all assistant principals in Cambridge received an ELT stipend. Rather, the record shows that two assistant principals – Ms. Hood and the assistant principal at a second school – were *eligible* for an ELT stipend. The record does not reveal whether the other principal received a stipend. And the relevant fact is not whether the other assistant principal received an ELT stipend; the relevant fact is whether the other assistant principal received an ELT stipend *of \$10,000* despite the specification of \$4,000 in the ELT agreement. The settlement agreement applied to Ms. Hood alone, not the other assistant principal (Ex. 7), indicating that the other assistant principal did *not* receive a \$10,000 ELT stipend. This criterion does not weigh in Ms. Hood's favor.

The amount of time spent on duties

Since Ms. Hood's regular duties and extended-day duties did not differ and since she was required to work in the ELT program when she first started as an assistant principal, it cannot be determined how many more hours she was spending on extended-day duties. This criterion does not weigh in or against Ms. Hood's favor.

Relationship between the duties in question and the employee's other duties

CRAB's decision in *Fonseca* does not explain (1) what is meant by the relationship and

(2) what one is to do after determining the relationship. Assuming that CRAB's *Fonseca* decision means that one should compare the duties in question with the employee's other duties, in Ms. Hood's case, they were the same. Assuming that CRAB's *Fonseca* decision means that the closer are the duties in question to an employee's other duties, the likelier it is that the duties are core duties, then this criterion weighs in Ms. Hood's favor.

Were the duties in question a required element of the job or a discretionary aspect?

On one hand, Ms. Hood's ELT work was required. (Tr. 7) On the other hand, her ELT duties was not distinguishable from the rest of her duties as an assistant principal. (Ex. 13) Presumably, a duty that is a required element of the job is more likely to be core. This criterion weighs in Ms. Hood's favor.

Ultimately, I do not know how to weigh the six criteria. However, it seems to me that if an employee's duties at issue are the same as the rest of the employee's duties, the duties at issue are core. Ms. Hood's extended-day duties were core, part of her "regular job," and her "central focus." *Marletta v. Teachers' Retirement System*. Therefore, her compensation for her extended-day duties was regular compensation.

I am aware of other decisions about core duties, *Marcia Pereira v. Massachusetts Teachers' Retirement System*, CR-17-136 (Div. Admin. L. App. July 31, 2020), and cases cited, but they predate CRAB's 2024 decision in *Fonseca*.

Having decided that Ms. Hood's compensation was for core duties, I need not examine whether it was for additional services. I need not and do not examine 807 CMR 6.02(1)(c) and *Kozloski v. Contributory Retirement Appeal Board*, 61 Mass. App. Ct. 783 (2004) It does not matter what the CBA specified and that Ms. Hood was paid more than the CBA specified. Ms.

Hood was paid what she was paid, whether in error or not, she was paid for core duties, and payment for core duties is regular compensation.

MTRS's argument

In its memorandum, MTRS offers another reason for its decision that some of her compensation was not regular compensation (apart from that the CBA provided that the Committee pay Ms. Hood \$4,000, not \$10,000, and that the extra \$6,000 does not meet the criteria of additional services): Regular compensation does not include

[a]ny amounts paid as a retroactive increase in salary provided in an annual contract that has been renegotiated as a result of the employer having knowledge of the member's retirement.

807 CMR 6.03(1)(b). The key words are "as a result of." Ms. Hood's employer knew that she planned to retire. But the renegotiation was not "as a result" of that knowledge; it was a result of the union grievance. The union grievance was filed more than two months before Ms. Hood announced that she would retire. I reject MTRS's argument.

### Conclusion and Order

The petitioner's compensation was for core duties and was therefore regular compensation. MTRS's decision that the extra \$6,000 that she received was not regular compensation is reversed. The full \$10,000 that Ms. Hood received for her extended-day duties was regular compensation.

Dated: May 1, 2026

/s/ Kenneth Bresler

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