

**COMMONWEALTH OF MASSACHUSETTS**

**Middlesex, ss.**

**Division of Administrative Law Appeals**

**Thomas Hoppensteadt,**  
Petitioner,

No. CR-22-0582

Dated: October 27, 2023

v.

**Massachusetts Teachers' Retirement  
System,**  
Respondent.

**Appearance for Petitioner:**  
Thomas Hoppensteadt (pro se)

**Appearance for Respondent:**  
Lori Curtis Crussell, Esq.

**Administrative Magistrate:**  
Yakov Malkiel

**SUMMARY OF DECISION**

Collective bargaining agreements entitled teachers serving as “club advisors” to annual stipends. The petitioner received such stipends for his work as an “environmental club advisor.” The stipends counted as “regular compensation” for purposes of computing the petitioner’s retirement allowance.

**DECISION**

Petitioner Thomas Hoppensteadt appeals from a decision of the Massachusetts Teachers’ Retirement System declining to include his stipends for serving as an “environmental club advisor” in his “regular compensation” for retirement purposes. The appeal was submitted on the papers. 801 C.M.R. § 1.01(10)(c). I admit into evidence exhibits marked 1-10 in DALA’s case file.<sup>1</sup>

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<sup>1</sup> Exhibits 1-4 were attached to MTRS’s prehearing memorandum. Exhibits 5-9 were attached to Mr. Hoppensteadt’s prehearing memorandum but originally unmarked. Exhibit 10 is Mr. Hoppensteadt’s notice of appeal.

**Findings of Fact**

The following facts are not in dispute:

1. Mr. Hoppensteadt is a teacher. He began working for the Mashpee Public Schools in the 1999 school year. He is now retired for superannuation, effective October 2022. The school years relevant to the computation of his retirement allowance are 2020, 2021, and 2022. (Exhibits 4, 5.)
2. Applicable collective bargaining agreements entitled Mashpee’s teachers to extra pay for certain “co-curricular” activities. Those activities included “club advisor.” Under the CBAs, a club advisor for a “full year” was entitled to an annual stipend of \$1,127 in 2020, \$1,138 in 2021, and \$1,150 in 2022. (Exhibit 5.)
3. Mr. Hoppensteadt’s pay during 2020, 2021 and 2022 included amounts labeled “environmental club advisor.” The amount of each stipend was identical to the sums stated in the CBAs. The environmental club’s activities were designed to educate the participating students about environmental science, activism, and policy. (Exhibits 4, 10.)
4. For purposes of computing Mr. Hoppensteadt’s retirement allowance, MTRS determined that his “environmental club advisor” stipends did not qualify as “regular compensation.” MTRS so informed Mr. Hoppensteadt in November 2022. He timely appealed. (Exhibits 1, 2.)

**Analysis**

The retirement allowance of a Massachusetts public employee depends in part on the employee’s “regular compensation” during certain years. Generally speaking, “regular compensation” means “wages . . . for services performed in the course of employment.” G.L. c. 32, § 1. This definition is designed to capture “recurrent or repeated amounts of compensation

not inflated by extraordinary ad hoc payments.” *Boston Ass’n of Sch. Administrators & Sup’rs v. Boston Ret. Bd.*, 383 Mass. 336, 341 (1981).

A teacher’s regular compensation also includes “salary payable under the terms of an annual contract for additional services.” G.L. c. 32, § 1. *See generally Welsh v. MTRS*, No. CR-22-402, 2023 WL 6037359 (DALA Sept. 8, 2023). To satisfy this rule, both the “additional services” and the “remuneration” for them must be “set forth in the annual contract.” 807 C.M.R. § 6.02(1)(a), (c). The “annual contract” in this context is the applicable CBA. § 6.01. The additional services also must be “educational in nature” and “performed during the school year.” § 6.02(1)(b), (d).

The dispute here concentrates on whether Mr. Hoppensteadt’s services as “environmental club advisor” were “set forth” in Mashpee’s CBAs. The purpose of the regulation so requiring is to “provide clear records of approved stipends so as to avoid confusion and uncertainty . . . when retirement boards are called upon to calculate pension benefits.” *Kozloski v. Contributory Ret. Appeal Bd.*, 61 Mass. App. Ct. 783, 787 (2004). The boards would be placed in an “untenable position” if they had to “sift through a multiplicity of alleged oral or side agreements about which memories might well be hazy.” *Id.*

Mindful of this regulatory agenda, DALA magistrates and the Superior Court have concluded that a teacher’s CBA is not required to describe his or her additional services with “exacting specificity.” *Marshall v. MTRS*, No. CR-19-460, at \*8 (DALA Jan. 27, 2023). A CBA may instead account for such services “by way of an open-ended category.” *Florio v. MTRS*, No. CR-18-509, 2021 WL 9697051, at \*3 (DALA May 7, 2021). *See Fazio v. Contributory Ret. Appeal Bd.*, No. 17-664-D, at \*10 (Suffolk Super. Jan. 2, 2018). In essence, the statute and regulations are satisfied if the pages of the CBA—without supplementation—

reassure a reasonable reader that the teacher's additional services were compensable under the CBA in the amount that the teacher received. *Marshall, supra*, at \*8-10; *Beford v. MTRS*, No. CR-18-493, 2021 WL 9583593, at \*4-6 (DALA Oct. 15, 2021). *But see Wood v. MTRS*, No. CR-15-439, 2022 WL 16921442 (DALA Feb. 11, 2022).

*Fazio, Florio, Beford* and *Marshall* applied the foregoing principles. In *Fazio*, the member's supervision of a jazz choir counted as regular compensation under a CBA that authorized pay for "5 clubs selected by [the] principal." In *Florio*, the member's work with an EMT club was covered by CBA language concerning "extracurricular . . . clubs." In *Beford*, the member taught a cooking club, which was sufficiently addressed by certain CBA provisions about "extracurricular activities and intramural programs." And in *Marshall*, the member's work on curriculum development came within the scope of a CBA provision about "mentors or curriculum task force members."

Mr. Hoppensteadt satisfies the governing statute and regulations as easily as the members in the foregoing cases. His CBAs authorized predefined stipends to "club advisors." Mr. Hoppensteadt was the "club advisor" of the "environmental club." To compute his retirement allowance, MTRS was not required to sift through any oral or side agreements. *See Marshall, supra*, at \*8. A commonsense reading of the CBAs, standing alone, sufficed to inform MTRS that Mr. Hoppensteadt's stipends were "payable under the terms of an annual contract." G.L. c. 32, § 1.

The overarching point of the retirement law's insistence on "regularity" is to prevent extraordinary, adventitious, ad hoc pay payments from imposing disproportionate burdens on the retirement systems' finances. *See Boston Ass'n of Sch. Administrators & Sup'rs*, 383 Mass. at 341. The type of CBAs presented here play their part in the statutory scheme by making clear

that the member's stipends were ordinary and preapproved. *Id.* See generally *Friends & Fishers of Edgartown Great Pond, Inc. v. Department of Env'tl. Prot.*, 446 Mass. 830, 837 (2006). There is no textual or purpose-based reason to insist that a CBA's language also must match the labels appearing on the member's pay stubs; the governing statute and regulations disclose no interest in regulating the granularity of the collective bargaining process.

### **Conclusion and Order**

The stipends that Mr. Hoppensteadt received for his work as an "environmental club advisor" were "regular compensation" for purposes of computing his retirement allowance. MTRS's contrary decision is REVERSED.

Division of Administrative Law Appeals

/s/ Yakov Malkiel

Yakov Malkiel

Administrative Magistrate