

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

Division of Administrative Law Appeals

Jean-Marie Johnson,
Petitioner

v.

Docket No. CR-24-0373
Date: October 17, 2025

**Massachusetts Teachers’
Retirement System,**
Respondent

Appearance for Petitioner:

Jean-Marie Johnson, pro se

Appearance for Respondent:

Lori Curtis Krusell, Esq.

Administrative Magistrate:

Kenneth J. Forton

SUMMARY

A teacher received a series of stipends for her “additional duty” as an instructor in a state-mandated professional development course for new teachers. G.L. c. 32, § 1. This additional duty and its remuneration were “set forth” in the professional development article of the collective bargaining agreement, rather than the typical list of additional duties in an appendix to the agreement. 807 CMR 6.02(1)(a), (c). Instructing new teachers in a professional development program centered on improving teaching is “educational in nature.” 807 CMR 6.02(1)(b). The stipends for this “additional duty” are therefore regular compensation.

DECISION

Petitioner Jean-Marie Johnson appeals Respondent Massachusetts Teachers’ Retirement System’s (MTRS) decision not to treat stipends she received for being an

instructor in her school's new teacher induction program as regular compensation. See G.L. c. 32, § 16(4). The parties filed pre-hearing memoranda and 6 proposed exhibits. On September 9, 2025, I held an evidentiary hearing by Webex video conference platform. It was digitally recorded. I entered the 6 proposed exhibits into evidence as marked. (Exs. 1-6.) Ms. Johnson testified on her own behalf. MTRS called no witnesses. The parties made oral closing arguments at the conclusion of the hearing.

FINDINGS OF FACT

Based on the Petitioner's testimony and the documents in evidence, I make the following findings of fact:

1. In 1988, Ms. Johnson obtained her bachelor's degree in mathematics and secondary education and began working for Springfield Public Schools, thereby becoming an active member of MTRS. She also has a master's degree in mathematics and secondary education. (Testimony.)
2. In 1998, Ms. Johnson began working as a teacher for Shrewsbury Public Schools. At some point, she became the math director at the high school. (Testimony.)
3. For the relevant period, Ms. Johnson worked subject to a collective bargaining agreement under which she earned a salary and stipend payments for additional services she performed. (Exs. 3, 6; Testimony.)
4. One of those stipends was for being an instructor in the Strategies for Effective Teaching (SET) program. Ms. Johnson was an instructor in the SET program for 17 years, including her final three years teaching. (Exs. 4, 6; Testimony.)

5. The Department of Elementary & Secondary Education (DESE) requires schools like the ones in Shrewsbury to develop and offer an “induction program” for new teachers with the goal of helping incoming teachers acclimate to the school and become more effective educators. *See* 603 CMR 7.12. (Testimony.)

6. Shrewsbury’s induction program consisted of 3 components. First, there was an orientation program before the school year started. Second, once the year began, new teachers were assigned to mentors. Third, teachers in their first three years of teaching participated in the SET program, which was broken into two parts. “SET I” was for first-year teachers and “SET II” was for second-year teachers. In the third year, teachers participated in an independent book study group that was not part of the SET program. SET I and SET II met jointly throughout the school year. (Exs. 2, 4, 6; Testimony.)

7. Any teacher could apply to be an instructor. Ms. Johnson first applied to be an instructor for the SET programs and started in the position in 2007. Each year, she re-applied for the position and was approved by the Assistant Superintendent. She taught both SET I and SET II every year until her retirement. (Ex. 5; Testimony.)

8. As an instructor, Ms. Johnson planned and facilitated orientation for new teachers at the beginning of the school year (August or September) and then ran weekly meetings until the end of the school year (April or May). The schedule of these weekly meetings varied but always totaled 36 hours at the end of the school year. (Testimony.)

9. Ms. Johnson’s duties as an instructor included: introducing the teachers to the evaluation system and teaching them how they would be evaluated, helping them

to reflect and improve on their teaching strategies, coordinating with presenters to provide insight into other necessary areas, such as IT support, introducing them to peers, lesson planning, and acclimating them to the school's policies. (Testimony.)

10. MTRS assumed that compensation for the instructor services would be found in the New Employee Mentoring/Orientation program outlined in Appendix E of the CBA. Appendix E lists compensation for "mentors" and "facilitators/presenters." Mentors worked directly with new teachers in their first year, and facilitators/presenters worked at the annual new teachers' orientation before the school year started. Ms. Johnson was neither a mentor nor a facilitator/presenter. (Ex. 6; Testimony.)

11. However, Appendix E did not list compensation for *instructors* in the SET program. Nor were the instructor services listed along with the typical laundry list of "extra duty assignments" in Appendix D. (Exs. 3, 6.)

12. Instead, Ms. Johnson's instructor compensation was listed earlier in the CBA in Article IV ("Professional Improvement"), Section E ("In-District Credit"). That section covered "professional development offerings" that were "designed to benefit both the District and the staff by contributing to the overall capacity of the staff to enhance student learning." (Ex. 6.)

13. Section E does not specifically list the new teacher induction program, SET I, or SET II. Rather, Section E describes a category of professional development courses to which SET I and SET II belong. (Ex. 6.)

14. Section E provides that participants in "professional development offerings" received "in-district credit" and professional development points (PDPs) for

participating in those courses. Section E provided that 12 hours of participation equaled one in-district credit and 12 PDPs. SET I and SET II were 18 hours each. Using this formula, participants and instructors received 1.5 in-district credits and 18 PDPs for each of SET I and SET II. This means that each year, because she was an instructor for both courses, Ms. Johnson was responsible for 3 in-district credits. (Exs. 2, 6; Testimony.)

15. Section E provided compensation of \$900 per in-district credit. (Ex. 6.)

16. Ms. Johnson retired effective June 30, 2024. (Ex. 3; Testimony.) In her last three years of teaching, which were 2021-2022, 2022-2023, and 2023-2024, Ms. Johnson was a SET I and SET II instructor. Using the formula in Article IV, Section E of the CBA—3 credits at \$900 per credit—she was compensated \$2,700 for each of her last three years for her SET I and SET II instructional services. (Exs. 3, 6; Testimony.)

17. For each additional service teachers performed, they signed a short annual agreement that listed the duty and the compensation for it. In each of her last three years, Ms. Johnson signed agreements for SET I and SET II. (Testimony.)

18. Each year, the SET I agreement listed compensation of \$1,200 and the SET II agreement listed compensation of \$1,500. Thus, she received a total of \$2,700 each year for teaching the courses. (Exs. 3, 4, 5; Testimony.)

19. Ms. Johnson understood her \$2,700 annual payment as payment of \$900 for each of the 3 in-district credits each year for both courses. She does not know why the school district broke the compensation down into the two different payments of \$1,200 and \$1,500, as she spent equal time on each course. (Testimony.)

20. Ms. Johnson filed her retirement application on February 27, 2024. In the salary verification section, her employer listed the additional services for which Ms. Johnson was compensated. For each of her last three years, the school system listed \$2,700 for “SET II Program Instructor Stipend (1200 + 1500).” (Ex. 3.)

21. By letter of June 20, 2024, MTRS informed Ms. Johnson that the “\$1,200 and \$1,500 SET II program instructor stipends for all years” did not qualify as regular compensation because “[a]ny stipend must be specifically listed by name and remuneration within the contract to be considered regular compensation.” Ms. Johnson timely appealed MTRS’s decision. (Ex. 1.)

CONCLUSION AND ORDER

Upon retirement, teachers may receive a superannuation retirement allowance that is based in part on their “regular compensation” during certain years. Regular compensation for the relevant period is defined as the “full salary, wages or other compensation in whatever form, lawfully determined for the individual service of the employee by the employing authority.” *Id.* § 1. “Wages” are defined in turn as “base salary or other base compensation of an employee paid to that employee for employment by an employer,” not including overtime, bonuses, and other additional ad hoc forms of payment. *Id.* This definition describes “recurrent or repeated amounts of compensation not inflated by extraordinary ad hoc payments.” *Boston Ass’n of Sch. Adm’rs & Sup’rs v. Boston Ret. Bd.*, 383 Mass. 336, 341 (1981).

However, there is an exception to this definition for teachers, whose “salary payable under the terms of an annual contract for additional services” is considered

regular compensation. G.L. c. 32, § 1. An MTRS regulation requires that both the “additional services” and the “remuneration” for them must be “set forth in the annual contract.” 807 CMR 6.02(1)(a), (c). Another MTRS regulation defines “annual contract” as the applicable CBA. 807 CMR 6.01.

The dispute here is over whether Ms. Johnson’s services as a SET I and SET II Instructor, and the compensation for those services, were “set forth” in Shrewsbury’s CBA. The purpose of these requirements 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 Appeals Court has been concerned that boards not have to “sift through a multiplicity of alleged oral or side agreements about which memories might well be hazy.” *Id.*

Taking these goals into consideration, DALA magistrates, the Contributory Retirement Appeal Board, and the Superior Court have concluded that CBAs are not required to describe additional services with “exacting specificity.” *Marshall v. Massachusetts Teachers’ Ret. Sys.*, CR-19-460, at *8 (Div. Admin. L. App. Jan. 27, 2023). A CBA may instead account for additional services “by way of an open-ended category.” *Florio v. Massachusetts Teachers’ Ret. Sys.*, CR-18-509, at *3 (Div. Admin. L. App. May 7, 2021). *See Fazio v. Contributory Ret. App. Bd.*, No. 17-664-D, at *10 (Suffolk Super. Ct. 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.” *Hoppensteadt v. Massachusetts Teachers’ Ret. Sys.*, CR-22-0582, at *2 (Div. Admin. L. App. Oct. 27, 2023), *aff’d* (Contributory Ret. App. Bd. Mar. 26, 2025) (citations omitted).

Some examples help illustrate these 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.” *Fazio*, *supra*, at *10. In *Florio*, the member’s work with an EMT club was covered by CBA language concerning “extracurricular . . . clubs.” *Florio*, *supra*, at *3. In *Beford*, the member taught a cooking club, which was sufficiently addressed by certain CBA provisions about “extracurricular activities and intramural programs.” *Beford v. Massachusetts Teachers’ Ret. Sys.*, CR-18-493, at *4-6 (Div. Admin. L. App. Oct. 15, 2021). 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.” *Marshall*, *supra*, at *8-10.

It is easy to understand MTRS’s confusion with Ms. Johnson’s CBA. Typically, additional duties, like football coach and chess club moderator, are listed in an appendix to the CBA; in Ms. Johnson’s CBA, that was Appendix D. However, there is an additional appendix, E, that covered certain additional duties that were a part of the New Employee/Mentoring program. Appendix E provided compensation for “mentors” and “facilitators/presenters,” but not course instructors. The compensation for those services did not square with what Ms. Johnson received, so MTRS concluded that neither Ms. Johnson’s SET I and SET II instructor services nor the compensation for them were “set forth” in the CBA.

But, this is not the end of the analysis. Ms. Johnson credibly explained that her instructor duties and compensation were not covered in the appendices, but rather in the body of the CBA in Article IV, Section E, which covered in-district “professional improvement” courses. Section E provided compensation of \$900 per credit for in-district professional development course instructors, like Ms. Johnson. The SET programs together were a total of 3 credits, so Section E entitled her to compensation of \$2,700 for her services.

The “open-ended category” of professional improvement course instructor is at least as specific as the categories in *Fazio*, *Florio*, *Beford*, and *Marshall*, *supra*. It is not required that the specific position or course be listed in the CBA. *Fazio*, *supra*. Nothing in *Kozloski* or any other case concerned with “confusion” and “uncertainty” says piecing this information together must be effortless. The fact that Ms. Johnson had to explain where the CBA listed the compensation for her additional services is not unexpected. *Fazio*, *supra*. Only the service and its stipend must be set forth in the CBA; other records are usually required to prove that the member performed the duty and was paid for it. *Id.* See also *Wood v. Massachusetts Teachers’ Ret. Syst.*, CR-15-439, CR-15-491, at *6 (Div. Admin. L. App. Feb. 11, 2022) (theorizing there may be situations in which contracts contain “terms of art” that administrators, teachers, and union negotiators understand). There will always be some extrinsic evidence, outside of the CBA, needed to prove the services were rendered. *Florio*, *supra* at *5 (unreasonable to assume MTRS needs only to look at the CBA to determine the existence and actual performance of an additional duty).

That is not the only confusion in this appeal. As mentioned above, Ms. Johnson's stipend amount is set forth in Article IV, Section E of the CBA. She was entitled to \$2,700 for teaching 3 credits at \$900 per credit. Each year, she received a total of \$2,700 for her service, but for some reason the school system paid her in two unequal payments of \$1,200 and \$1,500. This made locating the remuneration for Ms. Johnson's services more confusing. But, again, there is nothing in the statute, regulations, or interpretive adjudication of them that prevents MTRS from recognizing as regular compensation additional services compensation that is paid in two or more installments. *See, e.g., Fazio, supra*, at *2, 10 (stipend not precluded from treatment as regular compensation if paid in more than one installment).

Finally, in its closing argument and for the first time, MTRS now contends that Ms. Johnson's services were not "educational in nature." 807 CMR 6.02 (1)(b). That phrase is not defined in the statute or regulations. "Not every activity that happens in or [is] related to a school is educational in nature." *Wood and Peitavino v. Massachusetts Teachers' Ret. Sys.*, CR-15-439, CR-15-491, at *6 (Div. Admin. Law App. Feb. 11, 2022). "[I]t is the Legislature's intention that only compensation paid for services that affect the educational experiences of students enrolled in regular public school programs is to be included in the retirement benefit calculation." *Varella v. Contributory Ret. App. Bd.*, 56 Mass. App. Ct. 384, 390 (2002). Though it is not a requirement, duties deemed educational in nature often include some "instructional" component. *Walker and Jacobson v. Teachers' Ret. Sys.*, CR-09-393, CR-10-847, CR-10-466, at *11 (Div. Admin. L. App. Mar. 28, 2014). DALA decisions have concluded that classroom teaching, tutoring,

classroom preparation, and professional development, for instance, qualify as “educational in nature.” *Samsel v. Massachusetts Teachers’ Ret. Sys.*, CR-24-0717, at *3 (Div. Admin. L. App. June 20, 2025), citing *Ketchum v. Massachusetts Teachers’ Ret. Sys.*, CR-19-0614, at *5 (Div. Admin. L. App. Aug. 30, 2024). On the other hand, purely administrative duties, such as performing staff evaluations, are not considered “educational in nature.” *Fonseca v. Massachusetts Teachers’ Ret. Sys.*, CR-12-164, at *6 (Contributory Ret. App. Bd. Feb. 14, 2024). *See also, e.g., Samsel*, *supra* (coordinating a Title I program); *Hurley v. Teachers’ Ret. Bd.*, CR-02-552 (Contributory Ret. App. Bd. Nov. 6, 2003) (running concession stand at school sporting events).

Ms. Johnson’s duties as a professional development instructor were educational in nature. Professional development programs, including the teacher initiation that Ms. Johnson performed, are required by the Department of Elementary & Secondary Education. *See* 603 CMR 7.12. Instructing new teachers in a state-mandated professional development program, at its core, is about improving the quality of education. Ms. Johnson was not merely filling out evaluation forms, as in *Fonseca*, *supra*. She was instructing them in order to increase their chances of success at teaching.

For the above-stated reasons, I conclude that the additional services performed by Ms. Johnson and their remuneration were “set forth” in the CBA and that those services were educational in nature. MTRS’s decision is therefore REVERSED. The stipends shall be included as regular compensation in Ms. Johnson’s retirement allowance calculation.

SO ORDERED.

DIVISION OF ADMINISTRATIVE LAW APPEALS

/s/ Kenneth J. Forton

Kenneth J. Forton
Administrative Magistrate

DATED: October 17, 2025