

## COMMONWEALTH OF MASSACHUSETTS

**Middlesex, ss.**

**Division of Administrative Law Appeals**

**Lisa Martin,**  
Petitioner,

No. CR-24-0017

Dated: January 10, 2025

v.

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

### **Appearances:**

For Petitioner: Lisa Martin (pro se)

For Respondent: Salvatore Coco, Esq.

### **Administrative Magistrate:**

Yakov Malkiel

## SUMMARY OF DECISION

The petitioner, a teacher, was paid annual stipends for supervising an “international club.” The pertinent collective bargaining agreement did not cover that service. The respondent retirement board thus did not err by declining to treat the stipends as regular compensation for retirement purposes.

## DECISION

Petitioner Lisa Martin appeals from a decision of the Massachusetts Teachers' Retirement System (board) declining to treat certain stipends as regular compensation for retirement purposes. The appeal was submitted on the papers without objection. I admit into evidence exhibits marked 1-6 in the case file.<sup>1</sup>

---

<sup>1</sup> Exhibits 1-3 were filed and marked by the board. Exhibits 4-6 were filed unmarked by Ms. Martin. Exhibit 4 is an excerpt from a collective bargaining agreement. Exhibit 5 is a collection of photos and other clippings; Ms. Martin's handwritten notes on that exhibit are excluded from evidence, but I have considered them as argument. Exhibit 6 is an excerpt from Ms. Martin's retirement application.

### **Findings of Fact**

The following facts are not in dispute.

1. Ms. Martin worked as a teacher until her retirement in November 2023. The school years pertinent to the computation of Ms. Martin's retirement allowance are 2016, 2017, and 2018. In each of those years, Ms. Martin's pay included a \$1,374 annual stipend for supervising an "international club." (Exhibits 2-5.)

2. Ms. Martin's work was governed by collective bargaining agreements. The agreement or agreements applicable to 2016-2018 included a schedule of remunerable extracurricular activities. The schedule did not reference an international club. It did list "French," "German," and "Latin" clubs. (Exhibit 6.)

3. In its computation of Ms. Martin's retirement allowance, the board declined to treat her international club stipends as regular compensation. Ms. Martin timely appealed. (Exhibit 1.)

### **Analysis**

The retirement allowance of a Massachusetts public employee is derived from the employee's "regular compensation." *See* G.L. c. 32, § 5. Regular compensation means "wages," which ordinarily consist of the employee's "base salary or other base compensation." *Id.* § 1.

In the special case of teachers, wages also include "salary payable under the terms of an annual contract for additional services." § 1. The parties agree that Ms. Martin's international club stipends were payments for "additional services." *See generally Fonseca v. Massachusetts Teachers' Ret. Syst.*, No. CR-12-164, 2024 WL 2880049, at \*3 (Contributory Ret. App. Bd. Feb. 14, 2024). The question is whether the stipends were "payable under the terms of an annual contract." § 1.

The “annual contract” in this context is the collective bargaining agreement. *See* 807 C.M.R. § 6.01. A binding regulation requires the “services” to be “set forth” in the agreement and the corresponding “remuneration” to be “provided” there. *Id.* § 6.02(1). These requirements seek to allow the board to consult “clear records of approved stipends so as to avoid confusion and uncertainty.” *Kozloski v. Contributory Ret. Appeal Bd.*, 61 Mass. App. Ct. 783, 787 (2004). A board cannot be expected to “sift through a multiplicity of alleged oral or side agreements about which memories might well be hazy.” *Id.* The payability of the teacher’s additional services must emerge from the collective bargaining agreement itself, unsupplemented by external records or recollections. *Id.* at 788. *See Lutz v. Massachusetts Teachers’ Ret. Syst.*, No. CR-21-75, 2023 WL 8122653, at \*5 (Div. Admin. Law App. Nov. 17, 2023).

Mindful of these underlying purposes, the case law has not construed the phrases “under the terms of” an agreement, § 1, or “set forth in” an agreement, § 6.02(1), as demanding “exacting specificity.” *Marshall v. Massachusetts Teachers’ Ret. Syst.*, No. CR-19-460, 2023 WL 7213150, at \*4 (Div. Admin. Law App. Jan. 27, 2023). It is not essential for the collective bargaining agreement to anticipate the precise words ultimately appearing in the school’s coursebook or the teacher’s pay stubs. What matters is that the agreement, standing on its own two feet, must reassure a reasonable reader that the bargaining parties agreed to remunerate the pertinent services in the amount that the teacher received. *See Ducomb v. Massachusetts Teachers’ Ret. Syst.*, No. CR-23-111, 2024 WL 413693, at \*2 (Div. Admin. Law App. Jan. 26, 2024); *Hoppensteadt v. Massachusetts Teachers’ Ret. Syst.*, No. CR-22-0582, 2023 WL 7213153, at \*2-3 (Div. Admin. Law App. Oct. 27, 2023). *See also Fazio v. Contributory Ret. Appeal Bd.*, No. 17-664-D, at \*10 (Suffolk Super. Jan. 2, 2018).

This requirement is not satisfied here. Ms. Martin's core claim is that the international club was established as a combined successor to the French, German, and Latin clubs. There is no reason to doubt or try that assertion. The critical problem is that the successor club was not covered by the collective bargaining agreement. There certainly may exist correlations between a French club, a German club, a Latin club, and an international club. But an intentional club also may differ from the others in meaningful ways: it is more general in scope, and it may tend less to evoke a language-oriented aspect. As a result, a reasonable reader of the collective bargaining agreement, standing alone, would not necessarily have known whether its provisions for the French, German, and Latin clubs would carry over to an "international" variant. In this particular context, the universe of services "set forth" by the agreement must be ascertained without reference to any extra-agreement photos, memories, or other information. *See Kozloski*, 61 Mass. App. Ct. at 787-88.

### **Conclusion and Order**

In view of the foregoing, the board's decision is AFFIRMED.

Division of Administrative Law Appeals

/s/ Yakov Malkiel

Yakov Malkiel

Administrative Magistrate