

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Dawn Samsel¹
Petitioner

v.

Docket No. CR-24-0717
Date: June 20, 2025

**Massachusetts Teachers'
Retirement System**
Respondent

Appearance for Petitioner:

Dawn Samsel, *pro se*

Appearance for Respondent:

Lori Curtis Krusell, Esq.

Administrative Magistrate:

Kenneth J. Forton

SUMMARY

MTRS correctly decided that annual \$2,000.00 stipends a teacher received for acting as Title I Coordinator were not regular compensation because neither the position nor the compensation for it were listed in the collective bargaining agreement, and the stipends were not paid for services that were educational in nature. 807 CMR 6.02(1)(a), (b), (c). Additionally, payment of the stipends was contingent on receiving certain federal funds and was for a limited term. Under PERAC regulations, such compensation is considered a “bonus” and is therefore not regular compensation. 840 CMR 15.03(2)(c).

¹ At various points in the life of this appeal, Ms. Samsel has been referred to as Ms. Samsal. It appears that this was in error.

DECISION

Petitioner Dawn Samsel appeals under G.L. c. 32, § 16(4) the decision of Respondent Massachusetts Teachers Retirement System (MTRS) not to treat as regular compensation stipends she received for her work as her school’s Title I coordinator. On January 6, 2025, DALA suggested to the parties that the appeal could be decided on written submissions under 801 CMR 1.01(10)(c). Neither party objected. On April 14, 2025, MTRS filed a legal memorandum and 8 proposed exhibits. Ms. Samsel did not submit a legal memorandum. I therefore rely on the argument she advanced in her appeal letter. She appended one document to her appeal letter, but that document has already been submitted by MTRS as proposed exhibit 5. I hereby admit the 8 exhibits into evidence as marked. (Exs. 1-8.)

FINDINGS OF FACT

Based upon the evidence presented by the parties, I make the following findings of fact:

1. Dawn Samsel was employed as a teacher with the Manchester Essex Regional School District, where she worked as a literacy specialist at the Essex Elementary School. (Ex. 3.)
2. At all times material to this appeal, Ms. Samsel was a member of MTRS. (Ex. 3.)
3. Teachers in the district were members of a collective bargaining unit represented by a union, the Manchester Essex Teachers’ Association. (Ex. 4.)

4. The school district and the union were parties to a series of collective bargaining agreements (CBAs) that cover from September 1, 2019 through August 31, 2027. (Ex. 4.)

5. Ms. Samsel was appointed Title I Coordinator of her school in 2009.² She continued in this position until her retirement in 2024. She received annual appointment letters from the school superintendent. (Exs. 6, 7.)

6. Title I Coordinator duties include:

- Becoming knowledgeable with Title I grant requirements and guidelines;
- Attending Title I information and planning meetings;
- Providing information related to grant requirements and documentation;
- Coordinating Title I services;
- Conducting needs assessments and making recommendations for research-based programs and services;
- Coordinating with other school programs to ensure effective service delivery;
- Providing appropriate parent information and notifications; and
- Assisting in evaluating the effectiveness of the program.

(Ex. 5.)

7. She received \$2,000.00 stipends for each of the following school years: 2019-2020, 2020-2021, 2021-2022, and 2023-2024. For the 2024-2025 school year, she received a \$1,000.00 stipend, as she retired for superannuation effective December 31, 2024. (Exs. 3, 6.)

8. The Title I Coordinator stipend was not included in the pertinent CBAs. In an undated letter submitted by Ms. Samsel to DALA along with her appeal letter, the

² Title I of the Every Student Succeeds Act (ESSA) “provides financial assistance to districts and schools with high numbers or high percentages of children from low-income families to help ensure that all children meet challenging state academic standards.” <https://www.doe.mass.edu/federalgrants/titlei-a/default.html> (last visited Jun. 17, 2025); *see also* Every Student Succeeds Act, Pub. L. No. 114-95, 129 Stat. 1804 (2015) (codified at 20 U.S.C. § 6301).

Superintendent Pamela Beaudoin explained that “[t]his stipend was awarded for work beyond her standard teaching responsibilities,” and that “[t]he stipend is not listed in the collective bargaining because it is classified as an administrative stipend due to the nature of the responsibilities.” (Ex. 5.)

9. MTRS asked the district’s payroll department where in the CBA it could find the Title I Coordinator stipend. The payroll department confirmed that the stipend was not included in the CBA. The payroll department explained that the

role of title I coordinator is dependent upon our district receiving ESSA funds. Due to our demographics that is not a guarantee that we will qualify for title I funding, therefore it is not included in our contract. While a role that we do utilize as a stipend, it is not a contractually identified role as it is tied to receipt of Title I/ESSA federal funds.

(Ex. 6.)

10. On December 3, 2024, MTRS informed Ms. Samsel that it had excluded the Title I Coordinator stipends from its calculation of her regular compensation for the period September 1, 2019 through December 31, 2024. (Ex. 1.)

11. On December 18, 2024, Ms. Samsel timely appealed the Board’s decision. (Ex. 2.)

CONCLUSION AND ORDER

During the relevant period, “regular compensation” is defined as “compensation received exclusively as wages by an employee for services performed in the course of employment for his employer.” G.L. c. 32, § 1. Wages are “the base salary or other base compensation of an employee paid to that employee for employment by an employer; provided, however, that ‘wages’ shall not include, without limitation, overtime, . . . bonuses, . . . [or] amounts derived from salary enhancement or salary augmentation plans

which will recur for a limited or definite term” *Id.* The Public Employee Retirement Administration Commission (PERAC) has further clarified that regular compensation requires that qualifying payments “be ordinary, normal, recurrent, repeated, and of indefinite duration.” 840 CMR 15.03(1)(a)(3). Consequently, most of the time regular compensation does not include compensation beyond an employee’s base salary or wages. G.L. c. 32, § 1.

However, teachers who are members of MTRS enjoy a limited exception to this rule. Included in their regular compensation is “salary payable under the terms of an annual contract for additional services.” G.L. c. 32, § 1. The annual contract is the collective bargaining agreement. 807 CMR 6.01. MTRS regulations further require that pay for additional services may be included as regular compensation only if: the additional services are set forth in the contract; the additional services are educational in nature; the remuneration for these services is provided in the annual contract; and the additional services are performed during the school year. 807 CMR 6.02(1).

Moreover, case law and our decisions have “long interpreted the aforementioned definitions and regulatory scheme to mean that additional services and the stipends for same must appear in the [collective bargaining agreement].” *Burke v. Massachusetts Teachers’ Ret. Sys.*, CR-02-784, at *6 (Div. Admin. Law. App. Mar. 18, 2005), *aff’d* (Contributory Ret. App. Bd. July 5, 2005); *see also Kozloski v. Contributory Ret. App. Bd.*, 61 Mass. App. Ct. 783, 787-89 (2004) (stipend inadvertently omitted from CBA not regular compensation); *Vallente v. Contributory Ret. App. Bd.*, No. 04-P-441, 62 Mass App. Ct. 1122 (2005) (Rule 1:28) (stipend not included in CBA not regular compensation).

Ms. Samsel's stipends fail to satisfy MTRS's regulatory requirements.³ Neither the Title I Coordinator position nor the remuneration for it are listed in the CBAs, as required by 807 CMR 6.02(1)(a) and (c). The school superintendent and the payroll department confirmed this. Even Ms. Samsel herself does not contest this fact. For these reasons, Ms. Samsel's claim fails.

Additionally, as the stipend is for performing administrative tasks, the additional services are not educational in nature, as required by 807 CMR 6.02(1)(b). "Not every activity that happens in or 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). Educational activities may include "classroom teaching, tutoring, classroom preparation, [or] professional development." *Ketchum v. Massachusetts Teachers' Ret. Sys.*, CR-19-0614, at *5 (Div. Admin. Law. 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-12-0164, at *6 (Contributory Ret. App. Bd. Feb. 14, 2024).

The superintendent classified the position as administrative, explaining that the reason the position was not listed as an additional service in the CBA was that the stipend was for administrative duties. Indeed, the duties listed by the superintendent are administrative. Coordinating Title I grants, attending planning meetings, coordinating with other school programs, and evaluating the effectiveness of the Title I program,

³ The question whether her Title I Coordinator duties were a part of her "core duties" is not implicated here, as the school superintendent admitted that the "stipend was awarded for work beyond her standard teaching responsibilities." See *Fonseca v. Massachusetts Teachers' Ret. Sys.*, CR-12-164, at *4-6 (Contributory Ret. App. Bd. Feb. 14, 2024) (delineating difference between core duties and additional duties).

among others, are administrative duties. Stipends for performing these duties, then, do not qualify for the additional services exception.

Finally, the stipend is not regular compensation because, under PERAC’s regular compensation regulation, it is considered a bonus and bonuses are not regular compensation. “[A]ny payment to an employee or group of employees which will not recur or which will recur for only a limited or definite term will be considered a bonus.” 840 CMR 15.03(2)(c). *See also* G.L. c. 32, § 1. The decision to pay the Title I Coordinator stipend was made each year based on whether the school district received sufficient Every Student Succeeds Act funds. While it is true that Ms. Samsel received several annual appointments in a row and received the stipend consistently for an extended period, the position was not covered in her CBA and she held the position only for *ad hoc*, limited terms contingent on federal funding. *See* 840 CMR 15.03(1)(a)(3) (regular compensation must be “ordinary, normal, recurrent, repeated, and of indefinite duration”).

For the above-stated reasons, the Title I Coordinator stipends that Ms. Samsel received were not regular compensation. Accordingly, MTRS’s decision is affirmed.
SO ORDERED.

DIVISION OF ADMINISTRATIVE LAW APPEALS

/s/ Kenneth J. Forton

Kenneth J. Forton
Administrative Magistrate

DATED: June 20, 2025