

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Lee-Mary Sklepowicz-Carey,
Petitioner,

Docket No.: CR-25-0579

Dated: October 2, 2026

v.

Massachusetts Teachers' Retirement System,
Respondent.

Appearances:

For Petitioner: Lee-Mary Sklepowicz-Carey (pro se)

For Respondent: Lori Curtis Krusell, Esq.

Administrative Magistrate:

Yakov Malkiel

SUMMARY OF DECISION

The petitioner, a teacher, also served as a "testing coordinator," a responsibility for which she received fluctuating annual stipends. Because the applicable collective bargaining agreements did not provide for the stipends, they did not qualify as regular compensation for purposes of calculating the petitioner's retirement benefits.

DECISION

Petitioner Lee-Mary Sklepowicz-Carey appeals from a decision of the Massachusetts Teachers' Retirement System (board) declining to treat certain stipends as regular compensation for purposes of calculating the petitioner's retirement benefits. The appeal was submitted on the papers without objection. I admit into evidence exhibits marked 1-12 and S1-S4 in the case file, with the latter markings denoting the exhibits that the petitioner offered in September 2026.

Findings of Fact

I find the following facts.

1. The petitioner is an educator. In 2001, she became a paraprofessional and a member of a public retirement system. In 2021, she became a full-time special-education teacher in the Greenfield public schools and a member of the retirement system administered by the board. (Exhibit 8.)

2. In the school years 2023 and 2024, on top of her usual duties, the petitioner served as a “testing coordinator.” A letter from the school superintendent assigned this responsibility to the petitioner each year, with accompanying stipends of \$1,000 in 2023 and \$1,051 in 2024. (Exhibits 1-2.)

3. The petitioner’s work in Greenfield was governed by collective bargaining agreements between the teachers’ union and the school committee. Two of the agreements are pertinent here (first and second CBAs). The first CBA was scheduled to run from July 2019 until June 2021. Its appendix D prescribed stipends for specified extracurricular activities in an array of amounts, ranging from \$1,040 for the French club to \$4,062 for “student government.” The list did not mention a “testing coordinator.” Its only open-ended item was a “New club placeholder,” with an assigned sum of \$520. (Exhibit 10.)¹

4. As of June 2021, when the first CBA was set to expire, the bargaining parties had not negotiated another agreement. This development triggered the first CBA’s “evergreen” clause, which said in part: “[T]he provisions of this Agreement will remain in full force and effect until [a] successor agreement is executed.” (Exhibit 10.)

¹ The record presented sheds no light on the specific duties of a testing coordinator; but the parties agree implicitly that a stipend for the role would not have been out of place in appendix D to each CBA.

5. The second CBA was finalized twenty-two months later, in April 2023. The bargaining parties gave the second CBA a retroactive start date of July 2022 and a scheduled end date of June 2025. A separate memorandum applied the key terms of the second CBA retroactively to the 2022 school year. (Exhibits 9, 10a.)

6. In the second CBA, appendix D again stated varying stipend amounts for enumerated activities, now with increases from year to year. On the low end of the spectrum, the stipends for the library club were in the range \$1,020-\$1,082. Student government was assigned sums above \$4,200 in each year. The sum attached to the “new club placeholder” increased to \$546-\$580. The appendix did not include any other catch-all, and did not list the specific item “testing coordinator.” (Exhibit 9.)

7. The petitioner retired in June 2025. The years in which she received her highest rates of compensation were 2023-2025. The board determined that it was required to exclude the petitioner’s testing-coordinator stipends from the benefit calculations. It notified the petitioner of this determination in a letter dated September 9, 2025 and postmarked the next day. The petitioner received the letter four days after that, on September 14,² and filed a timely appeal on September 29. (Exhibits 6, 7, S1.)

² The board does not dispute the petitioner’s account of when the letter arrived, which is consistent with *Town of Rockland v. Civil Serv. Comm’n*, 99 Mass. App. Ct. 1127, 2021 WL 2222597, at *3 (2021) (unpublished memorandum opinion) (three to four business days), and *Town of Falmouth v. Civil Serv. Comm’n*, 447 Mass. 814, 816 & n.3 (2006) (two to five calendar days). See also 801 C.M.R. § 1.01(4)(c) (three days, as a rebuttable presumption).

Analysis

The retirement benefits of a Massachusetts public employee are based on the employee's "regular compensation" during certain years. G.L. c. 32, § 5(2)(a). The general rule is that regular compensation means "wages," which in turn are the employee's "base salary or other base compensation." *Id.* § 1. To satisfy these definitions, payments must be "ordinary, recurrent, or repeated," and "not inflated by any extraordinary ad hoc amounts." *Public Emp. Ret. Admin. Comm'n v. Contributory Ret. Appeal Bd. (Vernava I)*, 478 Mass. 832, 835 (2018).

The petitioner's testing-coordinator stipends did not qualify as regular compensation under these general principles: they did not recur predictably from one year to the next. *See O'Leary v. Contributory Ret. Appeal Bd.*, 490 Mass. 480, 484 (2022), *superseded in part by statute*, Acts 2022, c. 147; *Rotondi v. Contributory Ret. Appeal Bd.*, 463 Mass. 644, 654 (2012); *Trudeau v. Massachusetts Tchrs.' Ret. Syst.*, No. CR-24-20, 2025 WL 3002778, at *2-3 (Div. Admin. Law App. Oct. 17, 2025).

An exception applicable only to teachers extends their regular compensation to cover "salary . . . for additional services," as long as that salary is "payable under the terms of an annual contract." G.L. c. 32, § 1. The "annual contract" means one of two things:

In the case of a member covered by a collective bargaining agreement—the collective bargaining agreement In the case of a member not covered by a collective bargaining agreement—the individual employment agreement

807 C.M.R. § 6.01 (punctuation altered, additional text omitted). The annual contract must state both the "additional services" and the "remuneration" for them. *Id.* § 6.02(1)(a), (c). That said, "it is sufficient for the [agreement] to specify the exact amount of money that will be paid to a teacher who advises . . . any extracurricular club not otherwise specified." *Florio v.*

Massachusetts Tchrs.' Ret. Syst., No. CR-18-509, 2025 WL 1092638, at *1 (Contributory Ret. App. Bd. Mar. 26, 2025).

For the sake of applying these rules to the current case, it is convenient to assume at first that the petitioner's "annual contract" was the second CBA, which on its terms governed both pertinent years, i.e., 2023-2024 (in part, retroactively). The petitioner's stipends did not qualify as "payable under" that agreement. No portion of the agreement can be read fairly as prescribing a stipend for a testing coordinator. No language in the agreement entitled the teachers of all unspecified extracurricular activities to the same sums that the petitioner received.

The petitioner's essential argument is that the second CBA could not have been her annual contract before April 2023, when that agreement was actually signed. In the petitioner's view, her annual contracts until April 2023 were the letters she received from the school commissioner, which did prescribe the petitioner's additional duty and accompanying stipends. On another set of facts, the theory might have force: after all, in obverse situations, when CBAs have been modified after the fact to *authorize* stipends for additional services retroactively, the case law has declined to treat the amendments as controlling. *See Kozloski v. Contributory Ret. Appeal Bd.*, 61 Mass. App. Ct. 783, 785, 788 (2004); *Cliggott v. Massachusetts Tchrs.' Ret. Syst.*, No. CR-23-342, 2024 WL 4491680, at *2 (Div. Admin. Law App. Aug. 16, 2024) (collecting cases).

But the first CBA's evergreen clause is pivotal here. Given that clause, even if the second CBA is removed from the analysis, the petitioner's annual contract was the first CBA. That agreement was effectively identical to its successor as far as the material details: it, too,

did not award the stipends that the petitioner received either to testing coordinators in particular or to all teachers responsible for unenumerated extracurriculars.

Conclusion and Order

For the foregoing reasons, the board's decision is AFFIRMED.

/s/ Yakov Malkiel

Yakov Malkiel

Administrative Magistrate

Division of Administrative Law Appeals