

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Douglas Trudeau,
Petitioner,

Docket No.: CR-24-0020

v.

Massachusetts Teachers' Retirement System,
Respondent.

Appearances:

For Petitioner: Douglas Trudeau (pro se)

For Respondent: Lori Curtis Krussell, Esq.

Administrative Magistrate:

Yakov Malkiel

SUMMARY OF DECISION

The petitioner, a school administrator, was paid a one-time stipend for leading a major scheduling project. The stipend was not “regular compensation” for retirement purposes because it was not recurrent and because neither the project nor the corresponding remuneration were prescribed by the petitioner’s employment contract.

DECISION

Petitioner Douglas Trudeau appeals from a decision of the Massachusetts Teachers’ Retirement System (MTRS) declining to treat a certain stipend paid to Mr. Trudeau as “regular compensation” for retirement purposes. I held a hearing on September 10, 2025. The witnesses were Mr. Trudeau and his former supervisor, Sarah Kent. I admitted into evidence Mr. Trudeau’s exhibits marked 1-14 and MTRS’s exhibits marked 1-10.

Findings of Fact

I find the following facts.

1. Mr. Trudeau became a part-time teacher in 1981 and an MTRS member in 1999.

In 2009, Mr. Trudeau went to work for the Waltham school district, which includes seven

elementary schools, two middle schools, and one high school. Mr. Trudeau last served in Waltham as the district's director of fine and performing arts (arts director). (Kent¹; Trudeau; MTRS exhibits 3, 8.)

2. As arts director, Mr. Trudeau oversaw the teaching of art, music, drama, and dance in the district's schools. He was responsible for curricula and for teacher performance. Each year, Mr. Trudeau was also in charge of constructing a schedule for art, music, drama, and dance classes: this process revolved around collecting students' class preferences, arranging for the necessary number of teachers, and matching between interested students and available offerings. On average, Mr. Trudeau spent roughly 10-12 days per year on these responsibilities. (Kent; Trudeau.)

3. The high school was by far the largest school in the Waltham system. Each year, the high school needed to construct a "master" schedule, which combined the class assignments of all students in all subjects, both required (e.g., English) and elective (e.g., art). A district administrator was assigned to lead the "master" scheduling project each year. Mr. Trudeau filled that role twice: in 2022—the focus of this case—and on another occasion a few years earlier. (Kent; Trudeau.)

4. In 2022, the master schedule needed to be assembled using software that the district had only recently acquired. Mr. Trudeau was asked to lead the scheduling project in part because he had some experience with that software. He agreed. In exchange, letters issued by the district entitled Mr. Trudeau to be "compensated at [his] per diem rate for 16

¹ The testimony is cited by witness name.

days of work,” amounting to a stipend of \$10,000. Ultimately, the 2022 scheduling project occupied closer to 2-3 hours per day of Mr. Trudeau’s time over a six-month period. Roughly half of that time involved training-related and support-related calls and meetings with the software company. (Kent; Trudeau; MTRS exhibit 10.)

5. Mr. Trudeau’s work in Waltham was governed by a collective bargaining agreement (CBA) between the school district and its administrators. Mr. Trudeau and the district understood that his stipend for the 2022 scheduling project was being paid to him under the following CBA provision:

The Superintendent or his designee may . . . assign [any] administrator to work in excess of his/her regular work year in order to perform work of the type normally performed by that administrator. When so assigned, the administrator shall be paid his/her per diem rate.

(Kent; Trudeau; Trudeau exhibits 4-7; MTRS Exhibit 4.)

6. Mr. Trudeau and the district both understood that the 2022 scheduling project exceeded Mr. Trudeau’s responsibilities as arts director. They both understood that Mr. Trudeau was free to either accept or decline the assignment. When the assignment was offered to him, Mr. Trudeau expressed a hope that the accompanying stipend would be pensionable. In response to an inquiry on this point from the school district, an MTRS representative wrote: “You can take MTRS deductions on those earnings. We do not have sufficient reason to reject the payments at this time, but the payments will be reviewed at the time of [any] benefit application.” (Trudeau; Trudeau exhibit 8; MTRS exhibits 5, 6.)

7. In December 2023, Mr. Trudeau retired for superannuation. The years of compensation pertinent to the calculation of his retirement allowance are 2020-2023. Upon

reviewing Mr. Trudeau's application, MTRS declined to treat his stipend for the 2022 scheduling project as regular compensation.² Mr. Trudeau timely appealed. (MTRS exhibits 1-3.)

Analysis

The retirement allowance of a Massachusetts public employee is derived from the employee's "regular compensation" in certain years. See G.L. c. 32, § 5. The issue presented is whether Mr. Trudeau's regular compensation should be calculated as including the stipend he received for leading the 2022 scheduling project. That issue implicates both general principles and a rule specific to teachers (a category that, the parties agree, covers Mr. Trudeau).

In general, regular compensation means "wages," which in turn are an employee's "base salary or other base compensation." G.L. c. 32, § 1. These definitions are intended to capture only "ordinary, recurrent, or repeated payments 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).

In a recent case, the Supreme Judicial Court made clear that compensation amounts are required to be "recurrent" and "repeated" from a year-by-year perspective. The employees in that case were able to elect annually whether to receive vacation "buyback" payments. Alongside other points, the Court said: "Such payments are not by their nature 'recurrent' or 'repeated' The employer cannot predict year to year whether an eligible employee will opt to receive these buyback payments." *O'Leary v. Contributory Ret. Appeal Bd.*, 490 Mass. 480,

² MTRS reasoned at that time that Mr. Trudeau's stipend was paid to him for "tasks which are not performed on a year to year basis." 807 C.M.R. § 6.02(2)(a).

484 (2022), *superseded in part by statute*, Acts 2022, c. 147. The Court also characterized payments that “will last only one year” as having “a limited . . . term.” *Id.*

Applying *O’Leary’s* approach, Mr. Trudeau’s stipend for the 2022 scheduling project was not “recurrent” and “repeated,” and thus did not qualify as “base” or “regular” compensation. The essential point is that Mr. Trudeau received an extra \$10,000 in 2022 that neither his employer nor MTRS would have expected to see paid—and that generally was not paid—in other years as well. If such sums were to be treated as regular compensation, the resulting benefits would impose retirement-long burdens on the retirement systems disproportionate to the pertinent members’ career-long contributions. *See Boston Ass’n of Sch. Adm’rs & Supervisors v. Boston Retirement Bd.*, 383 Mass. 336, 341 (1981).

A teacher-specific rule provides that “wages” and therefore “regular compensation” include “salary payable under the terms of an annual contract for additional services.” G.L. c. 32, § 1.³ The “annual contract” in this context is the CBA, not including any “side agreements.” *See* 807 C.M.R. § 6.01; *Kozloski v. Contributory Ret. Appeal Bd.*, 61 Mass. App. Ct. 783, 787 (2004). Salary is “payable under” a CBA if the CBA “sets forth” the pertinent services and “provides” for the accompanying “remuneration.” 807 C.M.R. § 6.02(1)(a), (c).

The CBA in this case did not adequately prescribe either Mr. Trudeau’s services or his remuneration. Starting with the former element, recent decisions have held that a label as elastic as “clubs” may sufficiently identify the member’s services. *See Florio v. Massachusetts*

³ An examination of whether the 2022 scheduling project was a true “additional” service for Mr. Trudeau within the meaning of cases such as *Fonseca v. Massachusetts Teachers’ Ret. Syst.*, No. CR-12-164, 2024 WL 2880049 (Contributory Ret. App. Bd. Feb. 14, 2024), would serve no practical purpose in the circumstances of this case.

Teachers' Ret. Syst., No. CR-18-509, 2025 WL 1092638 (Contributory Ret. App. Bd. Mar. 26, 2025). But Mr. Trudeau's CBA was vaguer by another order of magnitude: it allowed the district to pay for any "work of the type normally performed by [the] administrator." A "blank check" that does not meaningfully distinguish between the services that will and will not be covered is not enough in this context. See *Caruso v. Massachusetts Teachers' Ret. Syst.*, No. CR-09-367, 2015 WL 14085594, at *1 (Contributory Ret. App. Bd. Dec. 2, 2015).

Turning to Mr. Trudeau's remuneration, the CBA allowed him to be "paid [his] per diem rate." This type of provision does not satisfy the governing statute and regulation because it places no limit on the sums that the member may receive. The majority of qualifying CBAs will name an "exact amount of money." *Florio*, 2025 WL 1092638, at *1. In some cases, using more elaborate provisions, a CBA may still prescribe an "effectively preordained" stipend that "[can]not be bumped up through impromptu adjustments to [the member's] workload." *Beford v. Massachusetts Teachers' Ret. Syst.*, No. CR-18-493, 2021 WL 9583593, at *3 (Div. Admin. Law App. Oct. 15, 2021), *aff'd in pertinent part*, 2025 WL 1092632 (Contributory Ret. App. Bd. Mar. 26, 2025). Mr. Trudeau's compensation for the 2022 scheduling project was specified in advance—but only in "side letters," which cannot be considered in this context, because MTRS cannot be asked to "sift through" them. *Kozloski*, 61 Mass. App. Ct. at 787. The CBA itself was altogether open-ended.

Mr. Trudeau maintains that MTRS's guidance justified him in believing that the 2022 stipend would count as regular compensation. MTRS's representative actually offered judicious guidance in this case, specifically noting that "the payments will be reviewed at the time of [any] benefit application." But the result would not change even if MTRS had firmly and

unfairly misdirected Mr. Trudeau. "Because the statute defines and limits the benefits to which [retirees] are entitled, those benefits . . . may not be enlarged, even by an erroneous interpretation by [a board] or any of its employees." *Clothier v. Teachers' Ret. Bd.*, 78 Mass. App. Ct. 143, 146 (2010). *See O'Malley v. Contributory Ret. Appeal Bd.*, 104 Mass. App. Ct. 778, 783 (2024). *See also Bulger v. Contributory Ret. Appeal Bd.*, 447 Mass. 651, 659-60 (2006).

Conclusion and Order

MTRS's decision is AFFIRMED.

Dated: October 17, 2025

/s/ Yakov Malkiel
Yakov Malkiel
Administrative Magistrate
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