

BEFORE THE
TEACHERS' RETIREMENT BOARD
STATE OF CALIFORNIA

CALSTRS LEGAL REC'D
MAR 04 2026
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In the Matter of the Retirement Benefits of:

CAROL GARRISON, Respondent

Agency Case No. STRS20190002

OAH No. 2025040803

PROPOSED DECISION

Brian Weisel, Administrative Law Judge (ALJ), Office of Administrative Hearings (OAH), State of California, heard this matter by videoconference on November 17, 2025, from Sacramento, California.

Charles Glauberman, Senior Litigation Counsel, represented complainant Jeff Zimmer, Chief Benefits Officer of the California State Teachers' Retirement Board (CalSTRS).

Ernest H. Tuttle III, Attorney at Tuttle & McCloskey, represented respondent Carol Garrison, who appeared throughout the hearing.

Evidence was received on November 17, 2025. Complainant's Exhibits 1 through 27 and respondent's Exhibits A through T and W through Y were tentatively admitted, pending written closing arguments and objections from the parties.

Complainant timely filed a closing brief and objections to several of respondent's exhibits, arguing that they are irrelevant, contain hearsay, and constitute argument. Complainant's objections are considered. Throughout respondent's exhibits are hand-written notes or computer-generated tables or summaries drafted by respondent. The exhibits are relevant, do not contain inadmissible hearsay, and are admitted. However, any notes or summaries drafted by respondent contained in any exhibit are considered as argument only.

Respondent timely filed a closing brief. Respondent did not object to any of complainant's exhibits. Complainant's exhibits are all admitted. Respondent also included three additional exhibits attached to her closing brief. Those exhibits are excluded and not considered for any purpose.

The parties' closing arguments, objections, and rebuttals were received by January 30, 2026, at which point the record was closed and the matter submitted for decision.

ISSUE

Did respondent's additional compensation as a Title I program coordinator and ELL program coordinator qualify as creditable compensation for the purposes of retirement calculations?

FACTUAL FINDINGS

Background Jurisdictional Matters

1. Respondent was employed by the Kern Union High School District (District) from 1989 until her retirement in 2017. At the time of her retirement, the District reported to CalSTRS she had more than 25 years of service credit. Respondent also received compensation for her service as a District coordinator of its program under Title I of the Elementary and Secondary Education Act (Title I coordinator) and as the coordinator for English Language Learner students program (ELL coordinator).

2. On September 29, 2016, respondent requested CalSTRS review her service credit to determine what her reportable creditable compensation would be upon retirement. On April 24, 2017, CalSTRS issued a decision letter to respondent (Decision). In its Decision, CalSTRS determined that only respondent's reported base salary would be credited to her defined benefit account (DB account) as her final compensation for retirement calculation purposes. CalSTRS determined that respondent's additional compensation as Title I coordinator and ELL coordinator exceeded the allowed 1.0 years of service credit as a full-time teacher. Therefore, pursuant to Education Code section 27200, et seq., her additional compensation would be credited to her defined benefit supplement account (DBS account).

3. Generally, CalSTRS determined that only respondent's reported salary would be used to calculate her monthly pension award. Any additional compensation she received as Title I or ELL coordinator would be credited to her DBS account as a withdrawable cash balance instead of including that compensation to calculate her final salary and monthly pension award.

4. On June 1, 2017, respondent requested CalSTRS conduct an Executive Review of its Decision. She asserted that her final compensation should include her Title I and ELL coordinator compensation and all monies should be credited to her DB account. Respondent retired from the District effective June 3, 2017.

5. On October 18, 2018, CalSTRS notified respondent that it reviewed its original determination and upheld that determination. CalSTRS also notified respondent of her right to request an administrative hearing.

6. On January 9, 2019, respondent appealed CalSTRS's determination and requested an administrative hearing. It is unclear what action, if any, CalSTRS took between 2019 and 2024 with respect to respondent's appeal request.

7. On November 26, 2024, complainant, in his official capacity, signed and thereafter filed a Statement of Issues seeking to deny respondent's appeal. The Statement of Issues alleges that CalSTRS correctly calculated respondent's final compensation by including only her full-time teacher's salary as creditable compensation to her DB account and crediting her compensation as Title I and ELL coordinator to her DBS account. The matter was set for an evidentiary hearing before an ALJ of the OAH pursuant to Education Code section 22219 and Government Code section 11500 et seq.

Facts Not in Dispute

8. Respondent accepted her first position for the District in 1988. The District originally hired respondent as a Spanish teacher. In 1989, respondent accepted a position as her school's Title I coordinator and ELL coordinator. She worked as coordinator for those programs until her retirement in 2017.

9. Respondent received the standard base salary for a teacher from 1988 through her retirement. Her final compensation was at the highest step for an annual salary of \$103,654.73. In addition to her base salary, respondent received \$5,182.76 in compensation for her assignment as a District Title I coordinator and \$1,036.53 for her assignment as an ELL coordinator. Respondent received similar base salaries and either an additional percentage or a flat fee for her additional responsibilities each year she worked for the District.

Complainant's Evidence

10. Nicole Snyder is the assistant director of employer services at CalSTRS. She has worked for CalSTRS for 14 years, previously as a program manager and analyst. Ms. Snyder and her team work with retiring members and their school districts to determine their defined benefits and defined supplement benefits.

11. On behalf of complainant, Ms. Snyder's team reviewed respondent's first retirement benefit estimate request and her subsequent requests for review. They also reviewed several documents provided by the District and spoke with District administration to determine respondent's final compensation, employment title, additional compensation, and service credits.

12. Complainant ultimately determined that respondent's employment position was classified as a teacher. Respondent also worked as Title I coordinator and ELL coordinator for nearly all her time working for the District. However, respondent received the same base salary as any other District teacher. Ms. Snyder determined that the District classified respondent as a teacher and provided supplemental compensation for her additional duties. Complainant therefore contends that only respondent's base teacher salary is eligible for consideration for

her final compensation to determine her pension award. According to complainant, respondent's supplemental compensation for her additional duties is properly credited to her DBS account, which is available as a cash award to supplement her pension.

13. Complainant provided several documents in support of its position. In a January 17, 2017 email, Michael Zulfa, associate superintendent of the District, told CalSTRS staff that respondent was originally hired as a Spanish teacher. However, the District provided respondent several years of release time to perform duties as a Title I coordinator and ELL coordinator.

14. Respondent's compensation consisted of her certificated base teacher salary schedule, an additional percentage of that salary for each period respondent worked as the Title I coordinator, and a flat fee for additional duties as the ELL coordinator. Mr. Zulfa wrote that should respondent's Title I or ELL coordinator assignments end, she would revert to her teacher base salary schedule, and her additional compensations would be eliminated. Nothing in Mr. Zulfa's email indicates respondent was placed in a different classification from other teachers. The email also does not provide information that respondent's job duties were in common use by at least two other employers.

15. Complainant also provided a copy of the 2013-2016 and 2016-2019 collective bargaining agreements between the Kern High School Teachers Association and the District (CBAs). The 2019 CBA includes an appendix titled "Schedule for Extra Services" that lists additional compensation schedules as a percent of salary or flat fee amount for teachers that take on other roles within their school. More than 30 additional roles and their corresponding compensation schedules are listed in the

CBA appendix, including compensation for sport coaches, student club masters, and department chairs.

16. Both Title I coordinator and ELL coordinator are listed in the additional compensation schedules with corresponding salary percentages or flat fees earned for those additional duties. The CBAs list only two distinct salary schedules - a "base salary" for certificated employees, and a separate salary schedule for counselors.

17. The appendix provides that a teacher serving as the Title I coordinator (labeled "ESEA Coordinator" in the CBA) receives additional compensation of one percent per period spent working on those duties. It also provides that an ELL (or English as a Second Language "ESL") coordinator receives a flat stipend per year for those additional duties based on the number of students in that program.

18. Complainant also provided several pay advices for respondent from 1988 to present. As early as 1994, respondent's pay advices show three separate line items for her annual salary, compensation as Title I coordinator, and compensation as ELL (or ESL) coordinator. The pay advices continue to separate the three types of compensation consistently from 1994 through respondent's retirement in 2017.

19. Based on the documents provided by the District, complainant determined that respondent was in the same class as other teachers. The Education Code requires CalSTRS to treat each member in the same class the same when calculating final salary versus additional income. Final salary is credited to a member's DB account. Any additional income must be credited to a member's DBS account. Therefore, complainant credited only respondent's base salary to her DB account. Respondent's other compensation was credited to her DBS account.

20. Ms. Snyder stated that a district can create small classes of employees, or even a "class of one" for unique positions. There is no required procedure to create a class of one. Complainant determines if a district has created a separate class of employees on a case-by-case basis. If a teacher is in a unique class, their compensation may be viewed differently when calculating what funds should be credited to the DB versus DBS accounts. It is possible to create a position such as Title I coordinator that is distinct from the position of teacher, with its own salary schedule or other benefits.

21. However, Ms. Snyder and CalSTRS staff did not find that respondent was in a class of her own in this instance. Respondent's base salary as listed on each pay advice is the same as any other teacher for the District. Each year respondent received a standard step salary increase consistent with the CBA like any other teacher. The District provided duty statements for the position of "Academic Teacher" to CalSTRS. There is no duty statement for the position of Title I coordinator, ELL coordinator, or similar.

Respondent's Evidence

22. In 1983, respondent received her master's degree in science education from North Carolina State University. She taught biology and Spanish in North Carolina for five years.

23. In 1988, respondent accepted a temporary position with the District. She then accepted a permanent position and taught ESL from 1989 through 1994. In 1994, she accepted a position as ELL and Title I coordinator. She remained in that position until her retirement in 2017. She worked as the ELL and Title I coordinator for more than 22 years.

24. When she accepted the coordinator position of the ELL and Title I programs, respondent's duties changed "drastically." Respondent did not directly teach students. Respondent's position included maintaining budgets, program priorities, and plans. She collaborated with District administration to further her school's Title I and ELL programs and ensured continued compliance with state and federal requirements.

25. Respondent kept the same hours as a classroom teacher. She arrived at her office 15 minutes before the school day and left 15 minutes after the end of the school day. Most teachers had one period per day where they did not instruct students to prepare lesson plans or other materials for the next day (prep period). As respondent did not have her own students, she did not have a prep period. She worked in her office from her arrival until she left at the end of the day. Essentially, she contends she worked one more hour per day than other teachers.

26. Respondent provided several documents at hearing in support of her position. For example, she provided decades of pay stubs from her time at the District. Respondent contends that the billing codes on her pay stubs are the same for her annual salary and her additional compensation for her coordinator duties. She testified that she reviewed a District accounting manual to make her determination. Respondent contends the billing codes indicate that the District intended for her coordinator compensation to be considered salary in the same manner as her designated teacher salary. She did not provide an explanation why her base salary, Title I coordinator compensation, and ELL compensation were listed on separate lines on her pay advices.

27. Organizational charts from several schools within the District in 2023 and 2024 show certain positions are separated, highlighted, and shown in a group

with administration, including assistant principal, athletic director, Title I coordinator, head counselor, and dean of student behavior. Respondent contends this shows the District's treatment of Title I coordinator and similar positions as distinct from classroom teachers. Respondent's employment evaluations since 1994 show her title as "Title I Coordinator," "I.A.S.A. Coordinator," or "ELL Coordinator" instead of teacher.

28. The last CBA during respondent's employment lists 12 classifications of employees that are bound by its terms. The list mentions "Classroom Teachers on Contract" and "Title I Coordinators" separately. It also lists "teacher librarians," counselors, and program specialists. Respondent contends that the CBA evidences that Title I coordinators are a separate class from classroom teachers.

29. Respondent provided several copies of CalSTRS statutes, regulations, legislative analyses, and presentation slides at hearing. She provided copies of recent District budget allocations to the schools within the District. She also provided District budget presentation documents showing a large percentage of students in her district were from low-income families and spoke minimal English.

30. Finally, respondent raised several additional arguments in her appeal, at hearing, and in her briefs. They include objections to statutes enacted in 2002 that changed the CalSTRS pension formula, alleged underground regulations relied upon by CalSTRS, due process violations, and violations of respondent's contractual rights under the California Constitution.

Analysis

31. Education code section 22703 requires CalSTRS to only credit a member's final salary to their DB account, which is then used to calculate a member's

final pension benefit. Any additional compensation a teacher earns must be credited to the member's DBS account, which is available as a cash award that earns interest.

32. Education Code section 22119.2, et seq., requires CalSTRS to treat all members of the same class the same when calculating final salary versus additional compensation for additional duties. In *Blaser v. State Teachers' Retirement System* (2022) 86 Cal.App.5th 507, the Sixth Circuit Court of Appeals found that additional compensation for a teacher who worked during other teachers' prep period could not be credited to the teacher's DB account. Instead, her additional compensation for work during her prep period must be credited to her DBS account. The court stated that it is a "contravention of the Education Code" to treat "some member-teachers within the same class of employees...differently than others." (*Id.* at 534.)

33. If respondent is in the same class as other teachers, her additional compensation must be credited to her DBS account. Respondent bears the burden to establish she was a in separate class of employees from classroom teachers, one which included all her compensation in one base salary. Respondent failed to meet her burden.

34. It is undisputed that respondent did not work as a traditional classroom teacher. Respondent stopped directly educating students when she accepted her full-time coordinator roles. She did not have a prep period or a designated classroom. Instead, she worked in an office and reviewed grant and budget requirements to keep her school in compliance with state and federal laws.

35. The District could have created a separate classification for Title I or ELL coordinator positions. However, the evidence does not establish it did so. Respondent's salary remained identical to other teachers with her level of seniority,

consistent with the CBAs. Respondent's pay advices confirm the District designated respondent in the teacher classification, with separate compensation line items for her work as Title I coordinator and ELL coordinator.

36. The District provided respondent additional compensation for her work as Title I coordinator and ELL coordinator. However, the CBAs provide that those funds were intended to supplement a teacher's salary, listed as "extra services." They did not increase respondent's base salary and create a new class of employee.

37. Mr. Zulfa's email confirms this intent. He stated that if respondent left her ELL coordinator or Title I coordinator roles, she would revert to her full teacher salary and no longer earn the additional compensation for those duties. In his email, Mr. Zulfa made no mention of demotion into another classification or reversion to a different salary schedule in such a case. If the District intended to create a "class of one" for respondent, it did not demonstrate that job duties for that class are in common use by at least two other employers. (Cal. Code Regs. tit. 5, § 27300, subd. (a)(1)(E).)

38. The CBA distinguishes compensation for additional duties from a teacher's base salary. There are no separate salary schedules for any other role a teacher might undertake. The CBA only provides counselors with a separate salary schedule from other certificated employees. Every other classification or supplemental duty in the CBA is provided in the same base salary schedule. This indicates that all certificated employees, save counselors, are in the same classification. Thus, each employee in that classification's salary is credited to their DB account for retirement purposes. Any supplemental income they receive as track coach, head of the drama club, or Title I coordinator or any other "extra services" is credited to their DBS account.

39. Respondent's evidence to the contrary was not persuasive. The District's billing codes do not control the CBA or the District's employee classifications. Organizational charts provided show some positions are elevated into the same organizational block as administration, including Title I coordinator. However, the same organizational charts showed the teacher librarians, deans, and athletic directors in their own category. Teacher librarian, dean, and athletic director are all listed in the "extra services" section of the CBA. The CBA does not provide different base salaries for any of those positions.

40. If respondent is correct, each additional duty a teacher accepts would create a separate employee classification for retirement calculation purposes. This would mean the soccer coach, cross country coach, diving coach, softball coach, director of assemblies, webmaster, leader of the yearbook club, speech coach, assistant to the dean, special education program specialist, teacher librarian, and professional development leader, among many others, are all separate classifications, despite identical base salary schedules. The plain reading of the CBA is that each member is a teacher. Some members may receive additional compensation for duties beyond teaching. Nothing in the CBA indicates that the District employs dozens of different classes of teachers, each with their own salary structure not mentioned in the CBA.

41. CalSTRS has issued precedential decisions with similar findings. In *In the Matter of the Retirement of Margaret Deetz* (September 4, 2014) Precedential Decision No. 14-02, CalSTRS found that a full-time principal who received additional compensation for performing additional duties as assistant superintendent could only credit her superintendent salary toward her DB account. In *In the Matter of the Statement of Issues Against Barbara Pahre* (February 9, 2019) Precedential Decision

No. 18-1, CalSTRS found that an assistant superintendent who undertook additional duties and additional compensation for advising on budgets and serving as labor union representative could only credit her assistant superintendent salary toward her DB account. *Deetz* and *Pahre* also worked in unique positions for their districts. Their additional compensation was still properly credited to their DBS accounts.

42. In summary, respondent failed to prove by a preponderance of the evidence that she was in a separate class from other teachers. Therefore, she must be treated the same as the other members of her class. According to the CBA and the Education Code, only a teacher's base salary can be credited to their DB account. Any other compensation must be credited to their DBS account.

43. CalSTRS appropriately credited respondent's base salary toward her DB account and her additional compensation as Title I and ELL coordinator to her DBS account. Any other assertions raised by respondent that are not addressed above are outside the scope of this hearing and have been considered and rejected. Therefore, respondent's appeal is denied.

LEGAL CONCLUSIONS

Burden and Standard of Proof

1. Respondent has the burden to prove by a preponderance of the evidence that CalSTRS improperly credited her Title I and ELL coordinator compensation to her DBS account. (Evid. Code, § 500 ["Except as otherwise provided by law, a party has the burden of proof as to each fact the existence or nonexistence of which is essential to the claim for relief or defense that [s]he is asserting"]; *McCoy v. Bd. of Retirement* (1986) 183 Cal.App.3d 1044, 1051, fn. 5.) A preponderance of the

evidence means "evidence that has more convincing force than that opposed to it."
(*People ex rel. Brown v. Tri-Union Seafoods, LLC* (2009) 171 Cal.App.4th 1549, 1567.)

Applicable Law

2. "Creditable compensation" is "remuneration that is paid in cash by an employer to all persons who are in the same class of employees for performing creditable service in that position." (Ed. Code, § 22119.2, subd. (a).) Credible compensation includes salary in accordance with a public schedule, such as in a CBA for all members in the same class of employees in the same dollar amount of salary. (*Id.*) Section 22119.2 excludes remuneration that is not paid to all persons who are in the same class of employees. (*Id.*, subd. (d)(1).)

3. Creditable service includes activities performed in a position with certification qualifications authorized by the Commission on Teacher Credentialing. (Ed. Code, § 22119.5, subd. (a)(1).)

4. Creditable service is credited to a CalSTRS member's DB account, with certain exceptions. (Ed. Code, § 22703, subd. (a).) One such exception is a member's extra duty earnings, which is compensation for service that exceeds full-time service in one school year. (*Id.* at subd. (b).) Extra duty earnings are credited to a member's DBS account. (Ed. Code, § 22905, subd. (b)(1).) Upon retirement, members receive retirement benefits, paid monthly, from the DB account. (Ed. Code, § 22108, subd. (a).)

5. Earnable compensation is the sum of: (1) the average annualized pay rate, based on salary paid in a school year divided by the service credited for that school year; and (2) remuneration paid in addition to salary. (Ed. Code, § 22115, subd. (a).) Earnable compensation does not include contributions toward a member's DBS account. (*Id.* at subd. (c).) Creditable compensation is: (1) salary paid pursuant to a

contractual or employment agreement; and (2) remuneration in addition to salary.

(Ed. Code, § 22119.2, subd. (a).)

6. California Code of Regulations, title 5, section 27300 provides:

(a) One or more employees constitute a class of employees pursuant to Section 22112.5 of the Education Code on the basis of any of the following:

(1) Similarity of the job duties being performed.

(A) Job duties are those activities described as creditable service in Section 22119.5 of the Education Code.

(B) The job duties grouped within each paragraph and subdivision of Section 22119.5 of the Education Code are deemed similar for the purposes of this subdivision.

(C) An employer may establish a class that is comprised of employees whose assignment is a combination of two or more job duties.

(D) Employees performing similar job duties who are also performing activities that are related to, and an outgrowth of, the instructional and guidance program of the school belong to the class of employees performing the similar job duties, unless they are placed in a separate class pursuant to subparagraph (C).

(E) If an employer establishes a class comprised of one employee, the employer must demonstrate that job duties for that class are in common use by at least two other employers.

Conclusion

Considering all the evidence, respondent did not prove by a preponderance of the evidence that the additional compensation she received as Title I coordinator or ELL coordinator qualified as creditable service. Therefore, CalSTRS properly credited her salary to her DB account and her additional compensation to her DBS account.

ORDER

The appeal of Carol Garrison is DENIED.

DATE: March , 026

Brian Weisel
Brian Weisel (Mar 2, 2026 11:04:49 PST)
BRIAN WEISEL
Administrative Law Judge
Office of Administrative Hearings