



## Appeals Committee

### Item number 3 – Open session

**Subject:** Consideration of the Proposed Administrative Decision: In the Matter of the Retirement Benefits of: Carol Garrison

**Presenter(s):** Charles Glauberman; Nicole Snyder

**Item type:** Action

**Date and time:** May 28, 2026 – 20 minutes

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**Attachment(s):** Attachment 1 – Proposed Decision

Attachment 2 – Written Statement from Respondent

**PowerPoint presentation(s):** None

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#### **PURPOSE**

The purpose of this item is to consider the proposed decision issued in the above-referenced matter.

#### **EXECUTIVE SUMMARY**

Administrative Law Judge (ALJ) Brian Weisel received evidence at an administrative hearing on November 17, 2025, for the above-referenced matter. The record was held open to allow CalSTRS and Respondent Carol Garrison to submit closing briefs, and for the parties to object to evidence presented at hearing. CalSTRS and Ms. Garrison, through their respective legal counsel, timely submitted closing briefs. On January 30, 2026, the record closed and the matter was submitted for decision.

On March 2, 2026, ALJ Weisel delivered the proposed decision denying Ms. Garrison's appeal, and affirmed CalSTRS' conclusions that the additional compensation she received as Title I coordinator and English Language Learner students program coordinator should be credited to her Defined Benefit Supplement (DBS) account. (Attachment 1).

Ms. Garrison submitted a written statement in response to the proposed decision contending that the Appeals Committee should reject the proposed decision. (Attachment 2). Ms. Garrison's written statement does not change staff's recommendations.

Staff recommends that the Appeals Committee adopt the proposed decision with the technical or other minor changes identified below.

## **BACKGROUND**

Carol Garrison accepted her first position with the Kern Union High School District (District) in 1988 when the District hired her in a temporary position as a Spanish teacher. After accepting a permanent position, Ms. Garrison worked as an English as a Second Language (ESL) teacher for the District from 1989-1994. In 1994, Ms. Garrison ceased working as an ESL teacher and began performing duties as her school's Title I program coordinator (Title I coordinator) and English Language Learner students program coordinator (ELL Coordinator) (referred to collectively as "Coordinators"). Ms. Garrison's job duties changed when she began working as her school's Coordinators, although she continued to be paid salary as a certificated teacher under the certificated employees salary schedule. Instead of managing a classroom directly teaching students as she had as an ESL teacher, Ms. Garrison maintained budgets, program priorities and plans, and collaborated with District administration to ensure Title I and ELL program compliance with the state and federal requirements. Ms. Garrison continued serving as her school's Coordinators until her 2017 retirement. Prior to her retirement, Ms. Garrison requested CalSTRS review her account to determine what compensation would be included in her calculation for retirement.

Upon receiving her request, CalSTRS reviewed Ms. Garrison's employment history and the compensation paid to her by the District. CalSTRS also reached out to the District to gather all relevant information to assist with its review. The District provided documents and information to CalSTRS, which included its 2013-2016 and 2016-2019 collective bargaining agreements (CBAs) with the Kern High School Teachers Association. Ms. Garrison's salary was based on the certificated employees salary schedule, one of only two salary schedules included in the 2019 CBA, the other being for counselors. The 2019 CBA also included an appendix titled "Schedule for Extra Services" that listed additional compensation schedules as a percent of salary or flat fee amount for teachers who took on additional roles within their school. Of the more than 30 additional roles listed in this appendix, both the Title I coordinator (labeled as the ESEA coordinator in the CBAs) and ELL coordinator were listed as receiving an additional salary percentage or flat stipend for those additional duties.

The District also provided a series of pay advices for Ms. Garrison from 1988 to her retirement. Beginning in 1994, the pay advices showed three separate line items for Ms. Garrison's annual compensation: 1) her annual teacher salary; 2) additional compensation for her Title I coordinator duties; and 3) additional compensation for her ELL coordinator duties. The pay advices separated the three items of compensation consistently from 1994 through Ms. Garrison's retirement.

Through email correspondence, the District provided additional information regarding Ms. Garrison's role as Title I coordinator and ELL coordinator. In a January 17, 2017, email to CalSTRS, the District stated that Ms. Garrison was originally hired as a Spanish teacher, but that the District placed her on release time<sup>1</sup> to perform the duties as Coordinators. The District stated that if Garrison's duties as Coordinators were to end, her extra duty compensation would be eliminated, and she would continue to receive her teacher salary according to the certificated salary schedule. Nothing from the District indicated Ms. Garrison was placed in a different classification from other teachers.

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<sup>1</sup> "Release time" is a term commonly used to refer to the time an employer excuses a teacher from performing their usual duties to allow them to perform separate or extra duties.

After its review and consideration of all of the information and documentation, CalSTRS issued a Decision then Determination, both of which found that only Ms. Garrison's salary from her teacher classification could count as compensation creditable to her Defined Benefit (DB) account for final compensation and retirement calculation purposes. The remainder of Ms. Garrison's reportable compensation from her Title I coordinator and ELL coordinator duties were creditable to her DBS account only as compensation for extra duties. Ms. Garrison timely appealed CalSTRS' Determination.

The issue at hearing was whether Ms. Garrison's additional duties as Title I coordinator and ELL coordinator, and compensation from those duties, should be credited to her DB or DBS account. CalSTRS argued that only a single full-time assignment can be reported to the member's DB account, that Ms. Garrison was classified by the District as a teacher and was paid according to the certificated employees salary schedule, and that Ms. Garrison's Coordinators' duties and compensation were in addition to that which she already received for her classification as a full-time teacher. Because creditable compensation must be paid in the same amount to all individuals in the same class of employees pursuant to Education Code section 22119.2, subdivisions (a), (d)(1), and (g), and the extra earnings Ms. Garrison earned were not paid to all other members of her class of full-time teachers, her extra earnings for the Coordinators' duties were required to be reported to her DBS account.

Ms. Garrison argued that the District classified her as Coordinators and not as a full-time teacher, and that all of the compensation from her Title I coordinator and ELL coordinator duties were included in her salary and creditable to her DB account. In support of her position that the District classified her as Coordinators, Ms. Garrison pointed to: 1) the CBAs' listing of classroom teachers and Title I coordinators as separate classifications bound by the CBAs' terms; 2) 2023 and 2024 organizational charts showing Title I coordinators in a grouping with administrators and not teachers; 3) her pay advices and pay stubs with billing codes that Ms. Garrison alleges indicate her classification by the District as Coordinators and not a teacher; and 4) her performance of the Coordinators' duties, without working in a classroom as a teacher, from 1994 until her 2017 retirement.

ALJ Weisel rejected all of Ms. Garrison's arguments and upheld CalSTRS' conclusions that the extra Title I coordinator and ELL coordinator earnings were correctly credited to her DBS account because Ms. Garrison was always classified and paid as a teacher. Although Ms. Garrison did not work as a traditional classroom teacher, Ms. Garrison's salary remained identical to other teachers with her level of seniority consistent with the CBAs. The District's pay advices confirmed Ms. Garrison's classification as a teacher, showing that her additional Title I coordinator and ELL coordinator compensation was paid by the District for extra services, and did not increase her base salary and was paid in addition to her teacher salary. The District's email correspondence also confirmed the District classified Ms. Garrison's as a teacher and not a coordinator. Moreover, there was no evidence to show that Ms. Garrison belonged to a class of one, or that the District created a separate class of employees for the Coordinators positions. (See Ed. Code § 22115.5, subd. (b); and 5 CCR § 27300, subd. (a)(1)(E)).

Because only compensation from a single full-time position can be reported to the DB account for each member, ALJ Weisel concluded that, consistent with statute, case law and CalSTRS' precedential decisions, all additional reportable service and compensation from Ms. Garrison's

Title I coordinator and ELL coordinator duties must only be credited to her DBS account. Accordingly, ALJ Weisel rejected Ms. Garrison’s appeal to credit her additional compensation from her Title I coordinator and ELL coordinator duties to her DB account.

### **RECOMMENDATIONS**

Pursuant to Government Code section 11517, subdivision (c)(2)(C), staff recommends that the Appeals Committee adopt the proposed decision with the following technical or other minor changes that do not affect the factual or legal bases of the proposed decision:

1. On page 3, paragraph 3, line 5, and page 11, paragraph 32, line 2, change “final salary” to “salary.”
2. On page 4, paragraph 8, line 2, change “1989” to “1994.”
3. On page 6, paragraph 14, line 5, change “revert to” to “continue with.”
4. On page 7, paragraph 18, line 2, change “present” to “retirement.”
5. On page 7, change paragraph 19, lines 2-5, from “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.” to “The Education Code requires CalSTRS to treat each member in the same class the same when identifying salary versus additional income. Salary is credited to a member’s DB account for up to one year of service credit. Any additional income that results in more than one year of service must be credited to a member’s DBS account.”
6. On pages 10-11, paragraph 31, line 2, change “final salary” to “salary for up to one year of service credit.”
7. On page 17, paragraph 7, change “creditable service” to “compensation creditable to her DB account.”

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Strategic Plan Linkage: Goal 1 (trusted stewards) to ensure a well-governed, financially sound trust fund

Board Policy Linkage: Section 7.C. [Guidelines for Consideration of Proposed Decisions in Appeals](#)

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