

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Gina Fraser,
Petitioner

Docket No. CR-25-0266

v.

State Board of Retirement,
Respondent

Appearances:

For Petitioner: Gina Fraser, pro se

For Respondent: Matthew Szafranski, Esq.

Administrative Magistrate:

Judi Goldberg

SUMMARY OF DECISION

Petitioner is not entitled to purchase of service credit under G.L. c. 32, § 4(1)(s) because her work as an adult basic education teacher for the Hampden County Sheriff's Department (HCSD) was not substantially similar to her work as a reentry coordinator II for the HCSD.

DECISION

Petitioner Gina Fraser timely appealed, under G.L. c. 32, § 16(4), respondent State Board of Retirement's (SBR) denial of her request to purchase contract service under Section 4(1)(s) of Chapter 32. I held and recorded a virtual hearing on April 8, 2026, during which Ms. Fraser was the only witness. I admitted into evidence Petitioner's Exhibit 1 and Respondent's Exhibits 2 through 9. At the hearing, Ms. Fraser indicated that she would like to have admitted four additional exhibits. The SBR did not object. I now admit those as Petitioner's Exhibits 10 through 13. The parties submitted closing briefs on June 15, 2026, at which time I closed the administrative record.

Findings of Fact

Based on the evidence in the record and reasonable inferences drawn from it, I make the following findings of fact:

1. Ms. Fraser began working for the Hampden County Sheriff's Department (HCSD) in 1989 as a switchboard operator. She then managed inmate accounts and later became a correctional officer and case worker. She joined the MSERS in July 1998. She left state service in 2001 and moved to the Midwest where she became a librarian at an elementary school. (Testimony; Board's Statement of Additional Relevant Facts.)

2. Ms. Fraser moved back to western Massachusetts in 2009 and rejoined the HCSD in January 2017 as a part-time adult basic education teacher. She held the part-time position with the HCSD until June 2021. From 2017 until 2021, Ms. Fraser worked different hours each year, ranging from 35% to 56% of full-time hours. (Exs. 2, 6; Testimony; Respondent's Statement of Additional Relevant Facts.)

3. Ms. Fraser, her supervisor, and the HCSD all described her adult basic education teaching as "per diem" work. (Ex. 2; Testimony.)

4. As an adult basic education teacher, Ms. Fraser was "responsible for providing individualized and group instruction for inmate students participating in the education program[.]" She was in a classroom with approximately 16 students. Approximately 15% to 20% of the inmates she taught were Title I students (people under 21 years old who need a high school diploma or general educational development diploma). She spent approximately half of her time "facilitating" in the classroom, which meant that she assisted students who were engaging in self-paced learning on computers. She spent the other half of her time conducting assessments,

screenings, and interviews. She evaluated whether some of the students could take part in a culinary program, reviewed a career assessment tool with the students, and identified different kinds of jobs that seemed appropriate for students. She also assisted students who needed resumes. (Ex. 4; Testimony.)

5. The job description for an adult basic education teacher states that the general duties and responsibilities include:

- Preparing and implementing weekly lesson plans for each student;
- Developing competency-based curricula to evaluate students' needs and progress;
- Creating, implementing, and supplementing curriculum materials to enable students to accomplish their academic goals;
- Evaluating, testing, and tracking students' progress;
- Assessing new students for entry into the program;
- Establishing and maintaining educational relationship with the students;
- Providing individual and group instruction for adult learners;
- Completing required reporting and documentation; and
- Attending meetings.

(Ex. 4.)

6. In June 2021, Ms. Fraser became a re-entry assistant II with the HCSD. There is a dispute about whether her job title was re-entry assistant I or re-entry assistant II. Based on her testimony and that of her supervisor, I find that her job title was re-entry assistant II. (Exs. 1, 5; Testimony.)

7. As a re-entry assistant II, approximately 15% to 20% of the inmates with whom she worked were Title I students. A re-entry assistant II's general duties include providing intensive case management, conducting weekly visits with inmates, and providing support, accountability, and relationship building. In this role, Ms. Fraser's work involved "less facilitating and more advising, more entry career building, [and more] resume building." She also

administered career assessments and screened inmates for vocational programs. (Exs. 1, 6 & 12; Testimony.)

8. The job description for a re-entry assistant II includes:

- Establishing and maintaining rapport with inmates who are preparing to reenter the community;
- Managing a specialized caseload of offenders;
- Conducting programming on psycho-educational topics;
- Assessing and meeting with inmates to address individual needs, discuss the intake process, and make referrals to community agencies;
- Finalizing release plans;
- Assisting students to obtain documents, benefits, and employment before release; and
- Facilitating group meetings.

(Ex. 1.)

9. She rejoined MSERS as a full-time employee in June 2021. (Ex. 3.)

10. On February 8, 2024, Ms. Fraser completed a Contract Service Buyback Form to purchase contract service for time that she worked for the HCSD from January 2017 to June 2021.

(Ex. 2.)

11. The SBR denied her application to purchase her contract service on April 2, 2025, on the ground that Ms. Fraser’s work for the HCSD as an adult basic education teacher was not “the same or similar” as her work as a re-entry assistant. (Ex. 6.)

12. Ms. Fraser timely appealed SBR’s denial. (Ex. 7.)

Analysis

Pursuant to Section 4(1)(s) of Chapter 32, a member can purchase creditable service for certain prior work as a contract employee for a state agency. G.L. c. 32, § 4(1)(s); 941 CMR 2.09; *Yutkins-Kennedy v. State Bd. of Ret.*, CR-19-0171, 2021 WL 9697064 (Div. Admin. L. App. Oct. 8,

2021). Section 4(1)(s) allows members to purchase up to four years of contract service if the member has ten years of creditable service with the MSERS “and *if the job description* of the member in the position which the member holds upon entry into service . . . is substantially similar to *the job description* of the position for which the member was compensated as a contract employee[.]” G.L. c. 32, § 4(1)(s) (emphasis added). An underlying rationale for this provision is that “[a] single employee may do the same job first as a contract employee and then as a permanent one. It is this scenario in which it may be incongruous for only some of the employee’s years of work to be retirement eligible.” *O’Connor v. State Bd. of Ret.*, CR-23-0609, 2024 WL 4869059, at *2 (Div. Admin. L. App. Nov. 15, 2024) (citing *Barker v. State Bd. of Ret.*, CR-07-155, 2007 WL 2262779, at *3 (Div. Admin. L. App. July 20, 2007)).

The question presented in this appeal is whether Ms. Fraser’s position as an adult basic education teacher was “substantially similar” to her position as a re-entry assistant II. As the petitioner, Ms. Fraser has the burden to demonstrate by a preponderance of the evidence, or that it is more likely than not, that the facts support her entitlement to purchase contract service under Chapter 32. *See, e.g., Byrne v. Massachusetts Teachers’ Ret. Sys.*, CR-15-609, 2018 WL 1473269 (Div. Admin. L. App. Jan. 26, 2018).

“‘Substantially similar’ is not a precise term, but it does not mean identical.” *Sullivan v. State Bd. Ret.*, CR-19-0100, 2023 WL 6195150 (Div. Admin. L. App. Sep. 15, 2023). What matters are the “core duties” of the two jobs. *Id.*; *Gearan v. State Bd. of Ret.*, CR-17-115 (Div. Admin. L. App. Jan. 4, 2019). If the core duties are similar enough, the member is entitled to purchase the credit. *Gearan, supra*. If they are different, then the member is not entitled to the credit. *Nagles*

v. State Bd. of Ret., CR-10-307 (Div. Admin. L. App. Nov. 15, 2013). There is no precise test; each case involves a fact-specific analysis. *Id.*

In this case, the SBR denied Ms. Fraser’s application because the job description for an adult basic education teacher is not “the same or similar” as the job description for a re-entry assistant II. The job description for the adult basic education teacher focuses on educating students and assessing their educational progress. It includes typical teaching duties such as preparing and implementing curricula, evaluating students’ progress, maintaining relationships with students, and reporting and documenting on the students’ work. In contrast, the job description for the re-entry assistant II focuses on preparing inmates to return to the community. It includes duties such as creating and maintaining rapport with the inmates, managing a caseload, connecting inmates with community resources, assisting inmates to obtain benefits and employment before release, and finalizing release plans. The job descriptions themselves do not present two jobs that are the same or similar.

Although the broad goal of these two positions are similar – preparing inmates to rejoin society – the tasks that Ms. Fraser performed in each job to meet that goal were fundamentally different. As a basic adult education teacher, Ms. Fraser spent half of her time facilitating the students’ use of self-paced educational programs and half of her time doing assessments, screenings, and interviews. As a reentry assistant II, Ms. Fraser continued to do some of the same work as when she was a basic adult education teacher, but she also had a caseload of inmates, provided case management, she engaged in “less facilitating and more advising, more career entry building,” she guided “a lot of” resume building and career exploration, she proctored more assessments and facilitated fewer self-paced programs, and she connected inmates with

community reentry services. There was overlap between the two positions, but the core responsibilities of the two positions were different. I conclude that Ms. Fraser has not sustained her burden of showing that the two positions are substantially similar and therefore she cannot purchase her prior service under Section 4(1)(s).

At the hearing and in her post-hearing submission, Ms. Fraser asserted that she was not a “contract” employee of the HCSD from 2017 to 2021 but rather was an “actual” employee. However, she applied to purchase contract service under Section 4(1)(s), the SBR analyzed her service and based its decision on the provisions of Section 4(1)(s), and the evidence developed related to whether the two positions were substantially similar for purposes of Section 4(1)(s). There are other sections of Chapter 32 that allow for purchase of prior service, but Ms. Fraser has not sought to purchase service under any of those provisions. *See, e.g.*, G.L. c. 32, §§ 3(5), 4(2)(c). Without the SBR having made any kind of decision relating to the other statutory provisions, and without a record developed based on those provisions, they are beyond the scope of this appeal.

Conclusion and Order

For the reasons set forth above, the decision of the SBR is hereby **affirmed**.¹

Dated: June 26, 2026

/s/ Judi Goldberg
Judi Goldberg
Administrative Magistrate
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¹ Ms. Fraser’s Motion to Strike the SBR’s brief as untimely is hereby denied as moot.