

**COMMONWEALTH OF MASSACHUSETTS
DIVISION OF ADMINISTRATIVE LAW APPEALS**

Jeremy Guay,
Petitioner

v.

Docket No. CR-24-0335

Massachusetts Teachers' Retirement System,
Respondent

Appearance for Petitioners:

Jeremy Guay

Appearance for Respondent:

Lori Curtis Krusell, Esq.

Administrative Magistrate:

Kenneth Bresler

SUMMARY OF DECISION

Petitioner applied to buy service credit for vocational work experience. Massachusetts Teachers Retirement System (MTRS) approved application and mailed him an invoice. Petitioner did not pay invoice by the deadline, possibly because he had changed his mailing address without telling MTRS. Petitioner applied a second time, and MTRS denied his application. Denial is affirmed.

DECISION

The petitioner, Jeremy Guay, appeals the denial by the Massachusetts Teachers' Retirement System (MTRS) of his second application to buy service credit for vocational work experience.

I held a hearing on July 28, 2026. Mr. Guay represented himself, testified, and was the only witness. I admitted five exhibits.

At the close of the hearing, Mr. Guay relied on the evidence, rather than submitting a written brief or closing orally. MTRS closed orally. After MTRS's closing, Mr. Guay conceded that he had not met the burden of proof.

Findings of Fact

Mr. Guay's addresses

1. When Mr. Guay applied in 2006 to buy service credit for vocational work experience, he used **P.O. 547**, Oxford, MA 01540 as his address. (Ex. 2)

2. When MTRS mailed a service purchase invoice to Mr. Guay in 2007, it did so to **P.O. Box 547**, Oxford, MA 01540. (Ex. 1(a))

3. In his 2024 appeal, Mr. Guay stated that **P.O. Box 547**, Oxford, MA was his mailing address until September 22, 2006, when he moved to **9 Hall Road**, Webster. (Ex. 1(b))

4. Mr. Guay believes that when he moved to **9 Hall Road**, Webster, he asked the U.S. Postal Service to forward his mail to that address from this post office box. He conceded that 20 years later, he has no evidence that he did so. (Testimony)

5. Mr. Guay has no memory or evidence of telling MTRS of his address change in 2006. (Testimony; Guay letter to DALA, July 29, 2024)

6. Mr. Guay did not have the post office box in 2007, but he does not know when he stopped having it. (Testimony)

Mr. Guay's applications

7. Mr. Guay is an MTRS member and former auto body instructor at the Southern Worcester County Regional Vocational School District. (Ex. 3)

8. On May 2, 2006, Mr. Guay applied to buy creditable service for vocational work experience under G.L. c. 32, § 4(1)(h½). (Ex. 2)

9. On his application, Mr. Guay used his address as P.O. 547, Oxford, MA 01540. (Ex. 2)

10. The application had a Q & A page. It read in part:

■ If you apply to purchase your eligible voc-exp service and we provide you with an invoice, within 180 days of receipt of your invoice, you must EITHER make full payment for your service purchase OR sign up for our installment payment plan. IF YOU DO NOT PURCHASE YOUR SERVICE OR SIGN UP FOR OUR INSTALLMENT PAYMENT PLAN **WITHIN 180 DAYS OF RECEIPT OF YOUR INVOICE YOU WILL NOT BE ABLE TO PURCHASE THIS SERVICE AT A LATER DATE.**

(Ex. 2) (capitals, underline, and bold in original)

11. In addition to the notice with the bullet point, the Q & A had this notice in an outlined box:

* IMPORTANT REMINDER *
IF YOU DO NOT **EITHER**
PURCHASE YOUR SERVICE **OR**
SIGN UP FOR OUR INSTALLMENT
PAYMENT PLAN
WITHIN 180 DAYS OF
RECEIPT OF YOUR INVOICE,
YOU WILL **NOT** BE ABLE TO PURCHASE
THIS SERVICE AT A LATER DATE.

(Ex. 2) (capitals, underline, and bold in original; enlarged font size omitted for “Important Reminder” and underlined text)

12. Mr. Guay was aware of the 180-day period. (Testimony)

13. On March 23, 2007, MTRS mailed a vocational experience service purchase invoice to Mr. Guay at P.O. Box 547, Oxford, MA 01540 (Ex. 1(a)), the address that Mr. Guay had provided.

14. The invoice noted that 180 days from the invoice mailing date was September 19, 2007. (Ex. 1(a))

15. Mr. Guay did not buy his service credit.

16. On January 21, 2022, Mr. Guay again applied to buy service credit for vocational work experience. (Ex. 3)

17. On May 16, 2024, MTRS denied Mr. Guay's service purchase application for vocational work experience. (Ex. 1(b))

18. The reason for the denial was that Mr. Guay did not purchase his service or arrange to do so within 180 days of the invoice mailing date in 2007. (Ex. 1(b))

19. On May 21, 2024, Mr. Guay timely appealed. (Ex. 1)

20. In his appeal, Mr. Guay stated that P.O. Box 547, Oxford, MA was his mailing address until September 22, 2006, when he moved to 9 Hall Road, Webster, MA. He stated that he did not receive the 2007 invoice. (Ex. 1)

21. On July 29, 2024, Mr. Guay wrote a letter to the Division of Administrative Law Appeals. He stated in part:

...I have no documentary evidence or memory of having ever notified the "MTRS" of a change of address between 1995 and 2007. It was my understanding that my employer at the time notified the MTRS as well as my healthcare provider of my address change, as I notified my employer of the change....I eventually received statements and such at my new address....[I]t was my understanding that the onus was on the employer.

....

I do not dispute the facts of this situation and believe that a hearing is not necessitated.¹ However, I find this to be more of a clerical error and not avoidance on my part of paying for the Vocational Experience Service Purchase.

(Guay letter to DALA, July 29, 2024) By clerical error, Mr. Guay meant that his school district did not notify MTRS of his address change, as he assumed it would. (Testimony)

Discussion

G.L. c. 32, § 4(1)(h½) provides that an MTRS member may generally purchase creditable service for

work experience in the occupational field in which the member became a vocational-technical teacher and which was required as a condition of the member's employment and licensure....

The statute requires MTRS to notify an eligible member that they must purchase the creditable service in a lump sum or arrange an installment agreement.

As for the mailing of a letter, the Supreme Judicial Court has stated:

The mailing of a letter properly addressed and postpaid...does not merely create a presumption...but rather constitutes prima facie evidence...of delivery to the addressee in the ordinary course of mail....But as soon as evidence is introduced that warrants a finding that the letter failed to reach its destination, the artificial compelling force of the prima facie evidence disappears, and the evidence of non-delivery has to be weighed against the likelihood that the mail service was efficient in the particular instance, with no artificial weight on either side of the balance.

Hobart-Farrell Plumbing & Heating Co. v. Klayman, 302 Mass. 508, 509–10 (1939) (ellipses indicate omitted citations).

If Mr. Guay asked the U.S. Postal Service to forward his mail from his post office box, the request was valid for only 12 months. USPS Domestic Mail Manual §507.1.2.1; 39 CFR §111.1.

¹ I held a hearing because the exhibits did not reveal certain facts that I thought were crucial to this decision.

Mr. Guay has not stated, in writing or at the hearing, that he did not receive MTRS's invoice. He so implied. A

self-serving statement that [the declarant] did not receive the letter is best understood as a statement that he has no memory of receiving the letter. This testimony is not sufficient to rebut the presumption that the letter was properly delivered.

Michael Roberts v. Worcester Regional Retirement System, CR-18-0434, 2022 WL 16921466 at *3, (DALA May 20, 2022). It is all the more true that Mr. Guay's implied assertion that he did not receive the invoice is insufficient to rebut the presumption.

Mr. Guay has the burden of proof. *Bagley v. Contributory Retirement Appeal Board*, 397 Mass. 255, 258 (1986). He did not prove, let alone explicitly assert, that he did not receive MTRS's invoice. When he did not pay it, he lost his opportunity to buy service credit for vocational work. He cannot revive his opportunity with a second application.

Conclusion and Order

MTRS's denial of Mr. Guay's second application to buy service credit for vocational work experience is affirmed.

Dated: August 21, 2026

/s/ Kenneth Bresler

Kenneth Bresler
Administrative Magistrate
DIVISION OF ADMINISTRATIVE LAW APPEALS
14 Summer St., 4th Floor
Malden, MA 02148
Tel: (781) 397-4700
www.mass.gov/dala