

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

Middlesex, ss.

Michelle McArthur,
Petitioner,

Docket No.: CR-24-0111

v.

Date: August 1, 2025

Massachusetts Teachers' Retirement System,
Respondent.

Appearances:

For Petitioner: Michelle McArthur, pro se

For Respondent: Lori Curtis Krusell, Esq.

Administrative Magistrate:

Eric Tennen

SUMMARY OF DECISION

The Massachusetts Teachers' Retirement System properly determined that the Petitioner is ineligible to purchase creditable service under G.L. c. 32, § 4(1)(p) for her employment at the New England Center for Children. The Petitioner was unable to prove by a preponderance of the evidence that "the tuition of all such pupils taught was financed in part or in full by the Commonwealth."

INTRODUCTION

Pursuant to G.L. c. 32, § 16(4), the Petitioner, Michelle McArthur, timely appeals a decision by the Massachusetts Teacher's Retirement System ("MTRS") denying her request to purchase non-public school service under G.L. c. 32, § 4(1)(p) for her work at the New England

Center for Children (“NECC”).¹ I held an in-person hearing on June 30, 2024. The Petitioner was the only witness. I admitted exhibits A-L.

FINDINGS OF FACT

1. The Petitioner is an active member of MTRS and is currently employed by Lowell Public Schools. (Ex. K; testimony.)
2. From May 4, 1992 through September 3, 1994, the Petitioner worked as a teacher at NECC. (Ex. K; testimony.)
3. On August 27, 2021, the Petitioner submitted her application to purchase creditable service for her work at NECC. (Ex. K.)
4. Her application included a section filled out by NECC’s Executive Advisor, Catherine Welch. (Ex. C.)
5. Ms. Welch explained that, depending on the year, anywhere from 6% to 30% of students came from a state other than Massachusetts. In total, 6% of students paid private tuition. More specifically, each year anywhere from 70% to 94% of students taught by the Petitioner had at least part of their tuition paid for by the Commonwealth or by a Massachusetts public school district. (Ex. C.)
6. Ms. Welch incorrectly noted that the Petitioner taught at NECC from May 14, 1992 to September 3, 1997. (Exs. C & J.)

¹ The school was previously called the New England Center for Autism, but I will refer to it by its current name throughout this decision.

7. On January 3, 2024, MTRS contacted Ms. Welch to confirm the dates of the Petitioner’s employment and, given that confusion, whether her initial percentage estimates of out-of-state students was still accurate. (Ex. J.)
8. Ms. Welch responded and gave a more detailed breakdown of the number of students whose tuition was paid, at least in part, by the Commonwealth.
 - a. From May 1992 to September 1992, 93% of the students the Petitioner taught received at least partial tuition from the Commonwealth of Massachusetts or from a Massachusetts public school district.
 - b. During the 1992-1993 school year, 94% of the students she taught received at least partial tuition from the Commonwealth of Massachusetts or from a Massachusetts public school district.
 - c. During the 1993-1994 school year, 80% of her students received at least partial tuition from the Commonwealth of Massachusetts or from a Massachusetts public school district.(Ex. J.)
9. On February 26, 2024, MTRS denied the Petitioner’s application because she did not meet the requirement that the “tuition of all such pupils taught was financed in part or in full by the commonwealth.” (Ex. E.)
10. In support of her appeal, the Petitioner submitted two letters, each from a former colleague at NECC. Each letter states that they worked with the Petitioner in the “same position” and for the same number of hours. Her colleagues also said they received creditable service for their time at NECC. (Exs. I & L; testimony.)

DISCUSSION

The Petitioner seeks to purchase creditable service for work at a non-public school under G.L. c. 32, § 4(1)(p). Among other things, the Petitioner must prove that “the tuition of all

such pupils taught was financed in part or in full by the commonwealth.” *Goldberg v. MTRS*, CR-15-7 (Div. Admin. Law Apps. Sep. 16, 2016). “All such pupils taught” refers to the students that the Petitioner herself taught. *Fraser v. MTRS*, CR-04-789 (Contributory Ret. App. Bd. May 14, 2008).

Here, the Petitioner has failed to prove that all of her students at NECC received at least partial tuition from the Commonwealth. “All” means all, not just some or most. The evidence, which I credit, is that anywhere from 70% to 94% of the Petitioner’s students had at least part of their tuition paid for by the Commonwealth. However, that means the remaining 6%-30% of students had their tuition paid by an entity other than the Commonwealth. It is likely these figures are very close estimates, and not exactly precise. But there is little doubt that the Petitioner taught some students that had tuition paid by an out-of-state entity.

The Petitioner argues that she appealed MTRS’s decision based on “the inaccuracies of the information provided by [NECC].” (Petitioner’s Pre-Hearing Memorandum, Ex. C). While it is true that NECC originally incorrectly stated the years in which the Petitioner worked, this discrepancy was addressed by MTRS before it denied the Petitioner’s application. It asked Ms. Welch to clarify the dates and percentages, which she did—unfortunately to the detriment of the Petitioner’s position.

The Petitioner also explained that two of her colleagues received creditable service for their time teaching at NECC. She insists that allows me to draw an inference that, if they were allowed to purchase this service, all their students’ tuition must have been paid at least in part by the Commonwealth. And if she taught the same students, that must mean the same for her.

The first problem with this argument is the precision of the evidence. The letters only say her colleagues worked in the same position, which I presume means teacher, and for the same hours, which I presume means full-time. But the letters do not say they taught in the same classrooms and the same students for the exact same time periods. Moreover, the Petitioner's testimony is simply not persuasive enough to prove, even by a preponderance of the evidence, the point she is trying to make. She said she worked with the same team and students as one colleague and her other colleague taught students that eventually graduated to her classroom. However, I am not convinced the Petitioner's memory now of these events almost 30 years ago is accurate. It is much more likely that her colleagues taught some different students or that her colleagues were erroneously allowed to purchase this prior service. And in any event, Ms. Welch was in a better position to know who paid the students' tuition; her answers were consistent and detailed, and I credit them.

Lastly, the Petitioner argues that, as a matter of fairness, because her colleagues received credit for this service, she should too. But simply because her colleagues may have been entitled to purchase this service, or were erroneously allowed to, is not enough to entitle the Petitioner to the same result. Her colleagues' situations are "of no moment because I am unable to grant [the Petitioner] anything 'beyond what the retirement law provides.'" *Drake v. MTRS*, CR-23-0119, 2024 WL 4010774 (Div. Admin. Law App. July 5, 2024), *citing McLaughlin v. State Bd. of Ret.*, CR-19-0515. *13, 2022 WL 16921450 (Div. Admin. Law App. Dec. 23, 2022); *Wylie v. Hampden Cnty. Reg. Ret. Bd.*, CR-15-484, 2018 WL 11682019 (Contributory Ret. App. Bd. Nov. 28, 2018) ("benefits may not be enlarged, even by 'an erroneous interpretation' by SBR, any of its employees, or CRAB.").

CONCLUSION AND ORDER

For these reasons, the MTRS's decision denying the Petitioner's request to purchase non-public school service is affirmed.

DIVISION OF ADMINISTRATIVE LAW APPEALS

Eric Tennen

Eric Tennen
Administrative Magistrate