

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

Division of Administrative Law Appeals

Anne Marie Salvon,
Petitioner,

Docket No.: CR-24-0367

v.

Massachusetts Teachers' Retirement System,
Respondent.

Appearances:

For Petitioner: Anne Marie Salvon, pro se

For Respondent: Salvatore Coco, Esq.

Administrative Magistrate:

Eric Tennen

SUMMARY OF DECISION

The Petitioner is entitled to purchase some prior service. Specifically, during the 2000-2001 academic year, the Petitioner did work half-time (50% of the full-time equivalent). Additionally, she did not participate in a retirement plan for that school year. She is not, however, entitled to purchase her service for the other years because she did not work at least half-time and, for some of that time, she was entitled to a retirement benefit.

INTRODUCTION

The Petitioner, Anne Marie Salvon, timely appeals a decision by the Massachusetts Teacher's Retirement System ("MTRS") that she is not eligible to purchase creditable service for the time she spent teaching at a community college in Connecticut from 1999-2004. I held an in-person hearing on July 10, 2025. Ms. Salvon was the only witness. I entered Petitioner's exhibits A, B, D, and E into evidence.¹ The parties gave their closing statements at the end of the hearing at which point I closed the administrative record.

¹ I sustained MTRS's objection to proposed exhibit C and marked it for identification.

FINDINGS OF FACT

1. The Petitioner is an active member of the MTRS and is currently employed as a teacher with the Longmeadow Public School District. (Testimony; ex. A.)
2. Before becoming a member of MTRS, she taught at Asnuntuck Community College (“the College”) in Connecticut from August 30, 1999, through December 31, 2004. While there, the Petitioner was a member of Connecticut’s retirement system from June 1, 2002, to January 1, 2005, and is entitled to receive a retirement benefit from that time. (Testimony; ex. A.)
3. In 2024, the Petitioner applied to purchase all this prior service. The Petitioner filled out the appropriate portions of the application. A payroll official from the College, Erin Ransford, also filled out the portions of the application requiring the employer’s input. (Ex. A.)
4. On the application, Ms. Ransford reported that, during the Petitioner’s out-of-state employment, she worked as a part-time lecturer as follows:

8/30/1999-5/27/2000 – 20% of full-time
9/5/2000-5/31/2001 – 40% of full-time
9/4/2001-5/24/2002 – 20% of full-time
5/2/2002-6/26/2002 – 10% of full-time
8/26/2002-6/30/2003 – 30% of full-time
1/23/2004-5/25/2004 – 20% of full-time
8/27/2004-12/31/2004 – 20% of full-time

(Ex. A.)
5. The Petitioner provided a spreadsheet that further detailed she taught the following number of credits per school year:

1999-2000 school year – 6 credits
2000-2001 school year – 12 credits

2001-2002 school year – 9 credits
2002-2003 school year – 9 credits
2003-2004 school year – 6 credits
2004-2005 school year – 6 credits

(Testimony; ex. D.)

6. Combining the Petitioner's spreadsheet with Ms. Ransford's information, it reveals that Ms. Ransford based her percentage calculations on a full-time lecturer teaching 30 credits a year. Thus, for example, the Petitioner taught 6 credits between August 1999 and May 2000. Based on a 30-credit year, that would mean she taught 20% of a full-time schedule, which is what Ms. Ransford reported. (Exs. D & E.)
7. Relying on the information it had been given on the application, MTRS denied the Petitioner's application on the grounds that her prior service was not "rendered on at least a half-time (50%) basis." (Ex. B.)
8. While her appeal was pending, the Petitioner emailed Ms. Ransford asking her what formula the school used to calculate the percentage of full-time employment. (Ex. E.)
9. Ms. Ransford reached out to the College's retirement specialist to find out how they count credits for retirement purposes. She learned that the College calculates the percentage by converting the number of credits taught by a professor per school year into the appropriate number of months. For example, 3 credits are equal to 1.5 months, 6 credits are 3 months, 9 credits are 4.5 months, etc. Ms. Ransford added that "if you taught 12 total credits over the academic year, that would be equal to 6 months of employment." (Ex. E.)
10. Crediting that evidence, it shows Ms. Ransford incorrectly calculated the Petitioner's percentage of work per year. Because I conclude that a full year of teaching is

considered 24 credits, if the Petitioner taught 12 credits in any given year, that would translate to 50% of full-time. So, for the 2000-2001 school year, and this year alone, the Petitioner did teach 50% of a full-time schedule.

11. However, recalculating her percentages for her other years under this formula does not change the fact that she did not work more than 50% in any other year.

DISCUSSION

Members of the MTRS are allowed to purchase up to ten years of creditable service when a member has “rendered service in any other state for any previous period as a teacher, principal, supervisor or president in a state normal school, state teachers college or like institution or other college or like institution, or other college under exclusive public control and supervision.” G. L. c. 32, § 3(4). The central issue here is whether the Petitioner qualified as a “teacher” during her out-of-state service at the College. The retirement law defines a teacher as “any person who is employed by one or more school committees and boards on a basis of *not less than half-time* service as a teacher.” G. L. c. 32, § 1 (emphasis added). The dispute is whether the Petitioner worked on at least a “half-time basis” for any of the academic years while she was a lecturer in Connecticut.

MTRS uses different methods for determining if someone taught “not less than half-time.” Sometimes they use the number of days taught, basing the calculation off a 180-day school year so that someone who taught more than 90 days taught “not less than half-time.” *See, e.g., Hamm-Moylan v. MTRS*, CR-22-0243, 2024 WL 4010773, at *2 (Div. Admin. Law Apps. Jul. 5, 2024). That certainly makes sense for an elementary and secondary school teacher but not necessarily for a college professor. Thus, MTRS also relies on a school representative’s

portion of the application, where they sometimes report the amount of work as a percentage. *Id.*, citing cases; *Farricker v. MTRS*, CR-16-492, 2018 WL 6567964, at *4 (Div. Admin. Law Apps. Aug. 31, 2018). Here, the College reported the Petitioner's time as a percentage of full-time and MTRS relied on that in determining whether the Petitioner was eligible to purchase any of her prior service.

Based on the information MTRS was provided by the College, it is understandable why it said the Petitioner had not worked at the College at least half-time. In her application, the highest percentage of work that the Petitioner listed was 40% of a full-time schedule. However, after the College clarified how credits were counted and consequently its definition of full-time, it showed the Petitioner did work 50% of full-time for one year: 2000-2001. That year she taught 12 credits, which is the equivalent of 6 months service.

The Petitioner originally argued that she was entitled to purchase service for any semester in which she taught two three-credit classes. She based this on a Massachusetts state auditor's report that estimated how many hours full-time faculty worked per week in select Massachusetts institutes of higher learning. At the hearing, I sustained MTRS's objection to this document for various reasons: it referred only to "select" Massachusetts schools while the Petitioner taught in Connecticut, it did not cover the same period in which the Petitioner taught, every professor works varying hours, and, in any event, it was not how her College calculated half-time and full-time schedules. Accordingly, I defer to MTRS in relying on the College's method of calculation, here by calculating it in relation to credits taught, not hours worked.

In addition to being precluded from purchasing her 2002-2005 service because she did not teach 12 credits in any school year during this period, the Petitioner is also precluded from purchasing this service because she participated in a retirement system during those years at the College and is eligible to receive a benefit for that service. G.L. c. 32, § 3(4) states that “no credit shall be allowed and no payment shall be accepted for any service for which the member shall be entitled to receive a retirement allowance from any other states.” MTRS argues, and the Petitioner does not dispute, that she is ineligible to purchase any service during the time in which she received a retirement benefit regardless of whether she worked more than half-time. However, this is not a barrier to the Petitioner’s eligibility to purchase service for the 2000-2001 school year, as she was not yet enrolled in the retirement system at that time.

CONCLUSION AND ORDER

MTRS’s decision to deny Petitioner’s application to purchase creditable service for the time periods of September 1999 through May 2000 and September 2001 through May 2004 is **affirmed**.

MTRS’s decision to deny Petitioner’s request for creditable service for the time periods of September 2000 to May 2001 is **reversed**. The Petitioner is entitled to purchase creditable service for the 2000-2001 academic year.

DIVISION OF ADMINISTRATIVE LAW APPEALS

Eric Tennen

Date: October 24, 2025

Eric Tennen
Administrative Magistrate