

The claimant brought about her own unemployment and is disqualified under G.L. c. 151A, § 25(e)(1), because she did not show continuous progress toward her social worker licensure by the state-mandated deadline. Her given reason, that she was not aware she had continuous licensure requirements, is not credible.

**Board of Review
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**Paul T. Fitzgerald, Esq.
Chairman
Charlene A. Stawicki, Esq.
Member
Michael J. Albano
Member**

Issue ID: 334-FHJ6-34TL

Introduction and Procedural History of this Appeal

The employer appeals a decision by a review examiner of the Department of Unemployment Assistance (DUA) to award unemployment benefits. We review, pursuant to our authority under G.L. c. 151A, § 41, and reverse.

The claimant was discharged from her position with the employer on June 17, 2024. She filed a claim for unemployment benefits with the DUA, effective June 17, 2024, which was denied in a determination issued on August 6, 2024. The claimant appealed the determination to the DUA hearings department. Following a hearing on the merits attended by both parties, the review examiner overturned the agency's initial determination and awarded benefits in a decision rendered on November 20, 2024. We accepted the employer's application for review.

Benefits were awarded after the review examiner determined that the claimant had not engaged in deliberate misconduct in wilful disregard of the employer's interest or knowingly violated a reasonable and uniformly enforced rule or policy of the employer and, thus, was not disqualified under G.L. c. 151A, § 25(e)(2). After considering the recorded testimony and evidence from the hearing, the review examiner's decision, and the employer's appeal, we remanded the case to the review examiner to obtain additional evidence regarding the circumstances of the claimant's separation from work. Only the employer attended the remand hearing. Thereafter, the review examiner issued his consolidated findings of fact. Our decision is based upon our review of the entire record.

The issue before the Board is whether the review examiner's decision, which concluded that the claimant did not intentionally fail to meet the employer's expectation to make continuous progress towards her social worker licensure and is eligible for benefits under G.L. c. 151A, § 25(e)(2), is supported by substantial and credible evidence and is free from error of law.

Findings of Fact

The review examiner's consolidated findings of fact and credibility assessment are set forth below in their entirety:

1. The claimant worked full-time for the employer, a city, as a school adjustment counselor, beginning February 12, 2024. The claimant was paid \$72,547.00 annually.
2. The claimant was hired based upon an emergency licensure waiver.
3. At the time of hire, the claimant was told she had 5 years to secure licensure.
4. Employees are sent email notifications of correspondence sent to their electronic portal which only they can access.
5. On February 1, 2024, the claimant was issued correspondence in her electronic portal, which stated, in part:

Dear [Claimant],

This memorandum serves as a reminder to educators hired under a licensure waiver to send evidence of progress toward licensure to Human Resources. Principals begin making hiring decisions for SY25 based on documentation received by April 30, 2024. Please send evidence of continuous progress activities that you have not submitted to Human Resources as soon as possible. *Failure to submit documentation demonstrating either attainment of appropriate subject area licensure or meeting DESE's continuous progress requirements will result in non-renewal as an unlicensed teacher at the end of the 2023/2024 school year.*

DESE's licensure waivers expire on June 30th each year. [City] Public Schools expects educators employed on licensure waivers to pass all necessary MTEL to obtain licensure within the school year. If an educator is unable to obtain licensure in an area with a competency review within the school year, SPS may request an additional waiver if the educator has met DESE's definition of continuous progress. DESE's website outlining the guidelines to calculate continuous progress is found at [web address]. The following chart outlines how DESE calculates Continuous Progress:

1. Passing a Massachusetts Test for Educator Licensure.
2. Passing a subtest of an MTEL one or more Performance Assessment for Leaders (PAL) tasks.
3. DEI Endorsement requirement completed and approved.
4. Enrollment and progress in or completion of an approved preparation program.
5. *Meeting a "coverage of..." competency through 10 Professional Development Points or 10 hours of mentored experience (see Competency

Review Guide and Form Download Word Document) *These activities are only applicable to documenting progress for certain license applications where completion of a seminar is an option, and/or a competency review is specifically required. Licenses that may require a competency review include: General Science 1-6, History 1-6, Digital Literacy & Computer Sciences, Library. Moderate Disabilities, Severe Disabilities, Teacher of the Deaf and Hard of Hearing, Teacher of the Visually Impaired.

6. Enrollment and progress in or completion of an MTEL preparation course or equivalent effort to deepen knowledge and/or skills aligned with MILL test objectives (e.g. college course in the subject area, district-run sessions, etc.).

7. Additional MTEL or PAL attempts, even if unsuccessful as long as there are supports in place to improve performance moving forward (such as 1-7).

8. The assignment of a subject-matter expert/coach and the additional district support (e.g., release time or financial incentives) to provide at least 25 hours of content-specific coaching in the individual's classroom. This support is in addition to any standard induction and mentoring support provided to first-year educators. Documentation of this would include a letter from the district outlining the supports in place as well as a time log signed by the individual on the waiver and the assigned subject-matter expert/coach.

Acceptable documentation demonstrating continuous progress requirements include:

- Official transcripts of graduate coursework relating to the licensure area.
- Score sheets confirming successful completion of appropriate licensure area MTEL
- Professional development certificates and/or mentoring letters (for competency review subject area licenses only)

If you have questions about the waiver process or uploading documentation into an ELAR profile, feel free to contact [Name]@[website].

Attached Workflow

Employee Signature

Current Status:

Approved

Workflow Steps 1. Signed by [Claimant] on 02/19/2024 at 1:31 PM
Signature: [Claimant]

[Claimant]

Completed: 2/19/2024 1:31:49 PM

6. The email notification to the claimant of February 1, 2024, correspondence in her electronic portal did not come back to the employer
7. The February 1, 2024, correspondence stated that the claimant, as an educator under a licensure waiver, must send evidence of continuous progress towards licensure to Human Resources by April 30, 2024.
8. On February 19, 2024, at 1:31:49, the claimant electronically signed for the February 1, 2024, correspondence.
9. On February 9, 2024, the claimant was issued correspondence in her electronic portal, which stated, in part:

You are hereby notified of your appointment as a teacher in the [City] Public Schools for the 2023-2024 effective 02/12/2024.

You have been appointed at an annual salary of \$72,547.00, BACH, Step 12. This salary will be the base for the 2023-2034 school year, and is contingent upon verification of previous employment experience. For example, if you are scheduled to work 188 days, and you work less than the full 180 days, your salary will be prorated based on your actual days worked. Teachers who are licensed by the Massachusetts Department of Elementary and Secondary Education (DESE) in critical shortage areas (Mathematics, Science, Special Education, and English as a Second Language) and who are assigned to their area of licensure are provided enhanced compensation.

Your assignment for the 2023-2024 school year is as follows:

<u>SCHOOL</u>	<u>POSITION</u>
<i>SPFLD PUBLIC DAY SCHOOL</i>	<i>ADJUSTMENT COUNSELOR</i>

Please contact the Principal(s) for details of your assignment.

If you do not hold a Massachusetts Department of Elementary and Secondary Education license (DESE) in the area in which you have been assigned, the district will request a one-year waiver from the DESE. Your continued employment with the [City] Public Schools is contingent upon your continued eligibility and documented proof of continuous progress towards completing licensure requirements set forth by the DESE. These requirements include attaining a passing score on the required Massachusetts Test for Educator Licensure (MTEL) and/or the completion of appropriate courses that will lead to provisional, preliminary, or initial licensure.

The [City] Public Schools is requiring that any non-licensed staff member enter into an approved program of studies at an accredited college or university that will lead to Initial Licensure by the DESE or to pass required

MTEs for provisional licensure. For information regarding continuous progress please access the following website: [website address]

Proof of continuous progress must be sent to the Senior Administrator in the Human Resources Department by April 15, 2024.

Your contract is subject to the rules and regulations of the [City] School Committee and all the subsequent amendments thereto. Additionally, there is a Collective Bargaining Agreement between the [City] Education Association and the [City] School Committee that contains the terms and conditions of employment. Please see the [City] Education Association (SEA) building representative as soon as possible upon assignment to ensure that you are to receive information related thereto.

Please contact the Benefits Department at [City] City Hall [Telephone Numbers] beginning your employment to review the available medical coverage and cost with joining a specific health plan.

In addition, you are required as a condition of employment, to be enrolled into the Massachusetts Retirement System (MTRS). This is an 11% mandatory, contributory plan and is the same plan that covers all teachers in the Commonwealth of Massachusetts.

Members of the educator unit (Unit A), the school nurse unit (Unit N), and student attendance officers are paid on an equalized 22-pay period basis. However, members of the units are eligible to adjust their compensation to a 26-pay period basis which stretches the annual compensation over 26 pay periods, rather than the 22 pay periods. This option will extend paychecks into the summer months. The Election to Defer Receipt of Pay task in Records must be submitted to the [City] Public Schools on or before July 31 in order to comply with IRS regulations. Because compensation for employees in these units is equalized, it is recommended that employees starting work after the school year begins opt to remain in the 22-pay period basis. Employees who opt into the 26-pay period basis may experience adjusted paychecks during the transition period to the equalized schedule. Please contact Payroll to confirm the date you will receive pay.

In the event of a decrease in our operating budgets, it may become necessary to dismiss personnel. Teachers serving *Without Professional Teacher Status* will be dismissed first before any dismissal action is taken that impacts teachers *With Professional Teacher Status*.

In the event that you offer your resignation at any time during the school year, the Superintendent of Schools and the Human Resources Department shall be notified, in writing, at least thirty (30) days before such resignation is to take effect.

Please review this contract, then sign and date the fields below, within five (5) days, indicating that you will accept this position. Once the signed document is received by the Human Resources Department, your hire Information will be entered Into the city payroll system.

Sincerely,

[Name]

Superintendent of Schools

By signing this contract, I UNDERSTAND AND ACCEPT THE CONDITIONS SET FORTH IN THE ABOVE CONTRACT AND I ACKNOWLEDGE RECEIPT OF THIS CONTRACT.

Attached Workflow

Employee Signature

Current Status:

Approved

Workflow Steps
1:31 PM

1. Signed by [Claimant] on 02/19/2024 at

Signature: [Claimant]

[Claimant]

Completed: 2/19/2024 1:31:25 PM

10. The February 9, 2024, correspondence required proof of continuous progress toward licensure be sent to the Senior Administrator in the Human Resources Department by April 15, 2024.
11. The email notification to the claimant of the February 9, 2024, correspondence in her electronic portal did not come back to the employer.
12. On February 19, 2024, at 1:31:25 the claimant electronically signed for the February 9, 2024, correspondence.
13. On April 10, 2024, the claimant was issued correspondence in her electronic portal, which stated, in part:

Dear [Claimant],

Human Resources sent continuous progress reminders to educators employed under licensure waivers in November 2023 and February 2024. Per district policy, educators who are employed on subsequent waivers should be appropriately licensed to be eligible for recall/rehire. Educators who are currently in their first year of teaching on a waiver and who have met

continuous progress requirements will be eligible for re-hire for the upcoming school year.

Please access DESE's website outlining continuous progress requirements at the following web address [web address].

The following items outline how DESE calculates Continuous Progress: Complete at least one aspect of the licensure requirements for the role. This can include any of the following

- Passing a Massachusetts test for Educator Licensure.
- Passing a subtest of an MTEL one or more Performance Assessment for Leaders (PAL) tasks.
- Meeting a "coverage of..." competency through 10 Professional Development Points or 10 hours of mentored experience (see Competency Review Guide and Form) *These activities are only applicable to documenting progress for certain license applications where completion of a seminar is an option, and/or a competency review is specifically required. Licenses that may require a competency review include: General Science 1-6, History 1-6, Digital Literacy & Computer Sciences, Library, Moderate Disabilities, Severe Disabilities, Teacher of the Deaf and Hard of Hearing, Teacher of the Visually Impaired.
- Enrollment and progress in or completion of an MTEL preparation course or equivalent effort to deepen knowledge and/or skills aligned with MILL test objectives (e.g. college course in the subject area, district-run sessions, etc.)
- Enrollment and progress in or completion of an approved preparation program.
- The assignment of a subject-matter expert/coach and the additional district support (e.g., release time or financial incentives) to provide at least 25 hours of content-specific coaching in the individual's classroom. This support is in addition to any standard induction and mentoring support provided to first-year educators. Documentation of this would include a letter from the district outlining the supports in place as well as a time log signed by the individual on the waiver the assigned subject-matter expert/coach.
- Additional MTEL or PAL attempts, even if unsuccessful as long as there are supports in place to improve performance moving forward (such as e-g above).

• **Additionally for Special Education Waivers**

If "enrollment in an approved educator preparation program" was selected in year 1 of the waiver then the district must submit the following two letters:

1. A letter on official college/university letterhead signed by the Registrar or Head Administrator indicating the educator is actively enrolled in the approved educator preparation program for the specific licensure field. **AND**

2. A letter signed by the Superintendent/Executive Director on official school or district letterhead stating “From [Start Date - End Date], [District] provided intensive supervision that consisted of structured guidance and regular ongoing support/teacher mentoring program for [educator] and [he/she] received high-quality professional development that was sustained, intensive, and classroom-focused.

If “supported through the SG&S process” was selected in year 1 of the waiver then the district must submit the completed three-page SG&S Form appropriate to the license sought.

A person who has not yet met the full requirements for SG&S can still demonstrate

Principals will begin making staffing decisions based on the continuous progress documentation submitted by April 15, 2024. Please forward any additional evidence of continuous progress (e.g. official transcripts, MTEL score sheets, TeachPoint transcript) to your Human Resources Analyst as soon as possible. If you meet continuous progress requirements after April 15, please contact the principal and your Human resources Analyst to determine if a teaching position is available. If you have questions regarding this process, contact your Human Resources Analyst, [Name]@[website].

Please review this document, then sign and date the fields below, within five (5) days. By signing below, I understand and accept the conditions set forth in the above document and I acknowledge receipt of this document.

Sincerely,

[Name]

Senior Administrator of Human Resources & Educator Development

14. The April 10, 2024, correspondence informed the claimant [sic] educators who are currently meeting continuous progress requirements will be eligible for rehire in the upcoming school year.
15. The April 10, 2024, correspondence further stated that principals will begin making staffing decisions based on the continuous progress documentation submitted by April 15, 2024.
16. The email notification to the claimant of the April 10, 2024, correspondence in her electronic portal did not come back to the employer.
17. On April 12, 2024, the school principal (SP) met with the claimant and told her that she had until April 15, 2024 [sic] to meet continuous progress requirements.
18. The claimant did not take any steps toward continuous progress prior to April 12, 2024.

19. The claimant scheduled a DESE MTEL social worker licensure exam for April 17, 2024.

20. On May 17, 2024, SP and the assistant school principal (ASP) met with the claimant and [sic] was issued a letter dated May 17, 2024, which stated, in part:

Dear [Claimant],

I regret to inform you that as a non-licensed, waiver teacher without Professional Teacher Status, [Employer] is unable to continue your employment after the close of the current school year, which is currently scheduled the end of the business day, June 17, 2024.

If you hold a valid MA DESE teaching license in another area, or attain a license in the future, you are eligible to re-apply for a position for which you are licensed and Highly Qualified. Please do so by applying on-line: [www.\[Employer\].com](http://www.[Employer].com).

21. On May 21, 2024, at 1:21 p.m., the claimant electronically signed for the May 21, 2024, correspondence in her electronic portal:

Attached Workflow
Current Status:

Employee Signature
Approved

Workflow Steps
Signature:

1. Signed by [Claimant] on 05/21/2024 at 1:21 PM
[Claimant]

22. The claimant was notified she passed one (1) of two (2) parts of the DESE MTEL social worker licensure test after the due date for continuous progress.

23. On August 6, 2024, the claimant was placed on another waiver and recalled for the 2024-2025 school year.

24. On August 7, 2024, at 12:40:10 p.m., the claimant electronically signed for the April 10, 2024, correspondence.

25. The requirement to demonstrate continuous progress toward licensure by April 30, 2024, is a requirement of the Department of Secondary Education (DESE).

26. The claimant had no circumstances beyond her control which prevented her from providing evidence of continuous progress toward initial licensure by the April 15, 2024, due date.

27. The employer was not aware of any circumstances preventing the claimant from providing evidence of continuous progress toward initial licensure.

Credibility Assessment:

The claimant testified in the initial hearing that she did not receive the employer's February 1, 2024 and February 9, 2024 correspondence by email, in her inbox, or U.S. Mail, and that she was not aware of an April 15, 2024 due date for submission of proof of continuous progress until she met with SP on April 12, 2024. The employer submitted correspondence dated February 1, 2024, February 9, 2024, April 10, 2024, and May 17, 2024, each with the claimant's electronic signature. It is unreasonable to believe the claimant did not receive the correspondence dated February 1, 2024, February 9, 2024, April 10, 2024, and May 17, 2024, when each was electronically signed in her name and only she could sign into her electronic portal and access her correspondence. Though April 30, 2024 stated in the February 1, 2024 correspondence was the date principals began making hiring decisions for School Year 2025 based on documentation received by April 30, 2024, the February 9, 2024 offer of employment letter, which the claimant acknowledged and signed, clearly stated in bold lettering: ***"Proof of continuous progress must be sent to the Senior Administrator in the Human Resources Department by April 15, 2024."*** The claimant's testimony that she was not aware of an April 15, 2024, due date for submission of proof of continuous progress until she met with SP on April 12, 2025, is not credible.

Ruling of the Board

In accordance with our statutory obligation, we review the record and the decision made by the review examiner to determine: (1) whether the consolidated findings are supported by substantial and credible evidence; and (2) whether the review examiner's conclusion is free from error of law. Upon such review, the Board adopts the review examiner's consolidated findings of fact and deems them to be supported by substantial and credible evidence. We further believe that the review examiner's credibility assessment is reasonable in relation to the evidence presented. However, as discussed more fully below, we reject the review examiner's legal conclusion that the claimant is eligible for benefits.

The first question is whether the claimant's eligibility for benefits is properly analyzed under G.L. c. 151A, § 25(e)(1) or (2). Section 25(e)(1) pertains to voluntary resignations. Discharges are analyzed under § 25(e)(2). In this case, the claimant's employment ended because she did not demonstrate continuous progress toward her social worker license until after the April 30, 2024, deadline set by the Massachusetts Department of Secondary Education (DESE). Because of this, the employer could not retain her in this teaching position after the end of the 2023–24 school year. *See Consolidated Findings ## 20, 22, and 25.* The employer informed her that her last day of work would be June 17, 2024, effectively discharging her. *See Consolidated Finding of Fact # 20.*

However, when a claimant precludes an employer from continuing to lawfully employ her, the claimant is deemed to have brought on her own unemployment, and G.L. c. 151A, § 25(e)(1), the section applicable to voluntary separations, applies. *See Olmeda v. Dir. of Division of*

Employment Security, 394 Mass. 1002 (1985) (claimant who could not get to work because he lost his license brought unemployment upon himself and is disqualified under G.L. c. 151A, § 25(e)(1)); Rivard v. Dir. of Division of Employment Security, 387 Mass. 528, 528–529 (1982) (“a person who causes the statutory impediment that bars his employment leaves his employment ‘voluntarily’ within the meaning of Section 25(e)(1) when the employer realizes the impediment and terminates the employment”); Borroni v. Dir. of Division of Unemployment Assistance, No. 13-P-442, 2014 WL 2861755 (Mass. App. Ct. June 25, 2014), *summary decision pursuant to rule 1:28* (upholding disqualification under G.L. c. 151A, § 25(e)(1) for teacher, who failed to take action toward obtaining standard educator certificate when she knew that her provision certificate would soon lapse).

In order for the claimant in this case to retain her school adjustment counselor position, the DESE required evidence of continuous progress by April 30, 2024. *See Consolidated Finding # 25*. To be eligible for rehire in the employer’s school system, the employer requested that the claimant show evidence of continuous progress towards her DESE by April 15, 2024. *See Consolidated Findings ## 10 and 14*. Because the claimant did not meet the state-mandated requirement of demonstrating continuous progress, the employer could not lawfully retain her. Her eligibility for benefits is therefore properly analyzed pursuant to G.L. c. 151A, § 25(e)(1), which provides, in pertinent part, as follows:

[No waiting period shall be allowed and no benefits shall be paid to an individual under this chapter] . . . (e) For the period of unemployment next ensuing . . . after the individual has left work (1) voluntarily unless the employee establishes by substantial and credible evidence that he had good cause for leaving attributable to the employing unit or its agent . . . [or] if such individual established to the satisfaction of the commissioner that his reasons for leaving were for such an urgent, compelling and necessitous nature as to make his separation involuntary.

Under this section of law, the claimant has the burden to show that she is entitled to benefits. Crane v. Comm’r of Department of Employment and Training, 414 Mass. 658, 661 (1993).

When determining whether the separation was for good cause attributable to the employer, the focus is on the employer’s conduct and not on the employee’s personal reasons for leaving. Conlon v. Dir. of Division of Employment Security, 382 Mass. 19, 23 (1980).

The claimant testified that she was unaware of the continuing education requirements and did not receive the employer’s correspondence that was sent to her through the employer’s electronic portal.¹ Effectively, she asserts that the employer failed to provide notice of the deadlines.

The review examiner’s credibility assessment and the consolidated findings show that he did not credit this testimony. Such assessments are within the scope of the fact finder’s role, and, unless they are unreasonable in relation to the evidence presented, they will not be disturbed on appeal. *See School Committee of Brockton v. Massachusetts Commission Against Discrimination*, 423

¹ While not explicitly incorporated into the review examiner’s findings, this testimony and the testimony referred to below are part of the unchallenged evidence introduced at the hearing and placed in the record. They are thus properly referred to in our decision today. *See Bleich v. Maimonides School*, 447 Mass. 38, 40 (2006); Allen of Michigan, Inc. v. Deputy Dir. of Department of Employment and Training, 64 Mass. App. Ct. 370, 371 (2005).

Mass. 7, 15 (1996). “The test is whether the finding is supported by “substantial evidence.”” Lycurgus v. Dir. of Division of Employment Security, 391 Mass. 623, 627 (1984) (citations omitted). “Substantial evidence is ‘such evidence as a reasonable mind might accept as adequate to support a conclusion,’ taking ‘into account whatever in the record detracts from its weight.’” Id. at 627–628, *quoting* New Boston Garden Corp. v. Board of Assessors of Boston, 383 Mass. 456, 466 (1981) (further citations omitted).

Since the claimant signed for the receipt of both of the employer emails alerting her of the continuous progress deadlines, we believe that the review examiner’s assessment is reasonable in relation to the evidence presented.

Because the consolidated findings show that the employer provided notice of the claimant’s licensure obligation and deadlines, and nothing in the record indicates that the employer in any way prevented her from meeting this obligation, we are also satisfied that her separation was not for good cause attributable to the employer.

The next question is whether the claimant’s failure to show continuous progress before the deadlines was due to urgent, compelling, and necessitous circumstances. “[A] ‘wide variety of personal circumstances’ have been recognized as constituting ‘urgent, compelling and necessitous’ reasons under G.L. c. 151A, § 25(e)(1), which may render involuntary a claimant’s departure from work.” Norfolk County Retirement System v. Dir. of Department of Labor and Workforce Development, 66 Mass. App. Ct. 759, 765 (2009), *quoting* Reep v. Comm’r of Department of Employment and Training, 412 Mass. 845, 847 (1992).

Despite the February email notices, the record indicates that the claimant did not make any effort to complete her continuous progress obligation before the school principal spoke to her on April 12, 2024. *See* Consolidated Findings ## 17 and 18. Although the claimant scheduled a DESE sanctioned exam for April 17, 2024, the employer’s February 9, 2024, email had alerted her that it needed proof of continuous progress before that, by April 15, 2024. *See* Consolidated Finding # 9. These circumstances show that it was the claimant’s own lack of diligence which delayed getting the results of the exam until it was after the deadline.²

In addition, the claimant did not offer any evidence to suggest that compelling personal circumstances prevented her from taking steps toward continuous progress in time to meet the employer’s and DESE’s deadlines. *See* Consolidated Finding # 26. Thus, we cannot conclude that urgent, compelling, and necessitous circumstances caused her separation from employment.

We, therefore, conclude as a matter of law that the claimant is ineligible for benefits under G.L. c. 151A, § 25(e)(1), because the claimant caused her own statutory impediment to continued employment.

² It is unclear whether the statement in Consolidated Finding # 22 is referring to the employer’s April 12, 2024, deadline or the state’s April 30, 2024, deadline. Regardless, her test results showing that she passed only one of the two parts of the exam indicate that she did not meet the state requirement by either date.

The review examiner's decision is reversed. The claimant is denied benefits for the week ending June 16, 2024, and for subsequent weeks, until such time as she has had at least eight weeks of work and has earned an amount equivalent to or in excess of eight times her weekly benefit amount.

BOSTON, MASSACHUSETTS
DATE OF DECISION - June 30, 2025



Charlene A. Stawicki, Esq.
Member



Michael J. Albano
Member

Chairman Paul T. Fitzgerald, Esq. did not participate in this decision.

**ANY FURTHER APPEAL WOULD BE TO A MASSACHUSETTS
STATE DISTRICT COURT
(See Section 42, Chapter 151A, General Laws Enclosed)**

The last day to appeal this decision to a Massachusetts District Court is thirty days from the mail date on the first page of this decision. If that thirtieth day falls on a Saturday, Sunday, or legal holiday, the last day to appeal this decision is the business day next following the thirtieth day.

To locate the nearest Massachusetts District Court, see:
www.mass.gov/courts/court-info/courthouses

Please be advised that fees for services rendered by an attorney or agent to a claimant in connection with an appeal to the Board of Review are not payable unless submitted to the Board of Review for approval, under G.L. c. 151A, § 37.

MM/rh