

Because the claimant would not complete her training program within two years, she did not qualify for training benefits pursuant to G.L. c. 151A, § 30(c), and 430 CMR 9.04(2)(c).

**Board of Review
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Issue ID: 334-FHK5-2PLR

Introduction and Procedural History of this Appeal

The claimant appeals a decision by a review examiner of the Department of Unemployment Assistance (DUA) denying an extension of the claimant's unemployment benefits while she participated in a training program. We review, pursuant to our authority under G.L. c. 151A, § 41, and affirm.

The claimant became separated from employment and filed a claim for unemployment benefits with the DUA, effective July 12, 2024, which was ultimately approved by the DUA. On October 29, 2024, the claimant submitted an application to the DUA for an extension of benefits to attend a training program, which the agency denied in a determination issued on January 30, 2025. The claimant appealed that determination to the DUA hearings department. Following a hearing on the merits attended by the claimant, the review examiner affirmed the agency's initial determination and denied training benefits in a decision rendered on March 1, 2025. We accepted the claimant's application for review.

Training benefits were denied after the review examiner concluded that the claimant would not be attending her program on a full-time basis throughout the duration of her enrollment in the program, and, thus, the claimant did not meet the requirements for training benefits pursuant to G.L. c. 151A, § 30(c), and 430 CMR 9.00 *et seq.* After considering the recorded testimony and evidence from the hearing, the review examiner's decision, and the claimant's appeal, we remanded the case to the review examiner to take additional evidence. The claimant attended the remand hearing. Thereafter, the review examiner issued her 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 was ineligible for training benefits because she would not be attending her program on a full-time basis throughout the duration of her enrollment in the program, 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 are set forth below in their entirety:

1. The claimant graduated from high school in 2000. She took English Composition at Quincy College in the fall of 2002.

2. The claimant was not enrolled in any training programs in 2020.
3. In January 2012, the claimant started working for a bank as a financial examiner. On July 24, 2024, she was laid off from this job. Through this employment, she gained years of experience in cyber security but no credential.
4. The claimant applied for similar positions to what she had been doing but found that most employers required applicants to have a credential in cyber security.
5. The clamant filed an unemployment claim, effective July 14, 2024.
6. On October 10, 2024, as part of her participated [sic] in the RESEA program, the claimant acknowledged that she was made aware of the Training Opportunities Program (TOP), including the 20 compensable week deadline for filing an application.
7. On October 29, 2024, the 11th [sic] week of her claim, the claimant filed a TOP application requesting to receive training benefits while attending an associate's degree program in computer science, Networking and Securities offered at Northern Essex Community College (NECC) with a major in Cyber security/Computer Information Sciences. This program is hereafter referred to as "The Program".
8. The Program requires 63 credits. NECC allowed the claimant to transfer the 3 credits she had from Quincy College so that she only needs to complete 60 credits to finish The Program.
9. NECC's Fall 2024, Full Semester (15 weeks) and Session 1 (7 weeks) courses began on September 4, 2024. The Fall 2024 Session 1 courses ended on October 21, 2024. The Fall 2024 Session 2 (7 weeks) classes began on October 29, 2024. The Fall 2024 Full semester and Session 2 classes ended on December 16, 2024.
10. The claimant began attending NECC classes on September [sic] 29th, the start of Fall 2024 Session 2. She finished the semester on December 16, 2024. She took three classes for a total of 9 credits. NECC considered her to be a half-time student.
11. The claimant took one accelerated 3 credit class during the winter intercession, January 2, 2025, to January 24, 2025. This course is included by NECC, as part of the claimant's spring 2025 schedule.
12. NECC's Spring 2025 Full Semester (15 weeks) and Session 1 (7 weeks) courses began on January 22, 2025. The Spring Session 1 courses ended on March 8, 2025. The Spring 2025 Session 2 (7 weeks) classes began on March 24, 2025. The Spring 2025 Full semester and Session 2 classes ended on May 10, 2025.

13. As of the hearing date, March 7, 2025 [sic], the claimant was enrolled in three 4 credit classes, one 3 credit class, and one 1 credit class, for a total of [16] credits. These were all full-term courses. With the addition of her winter session, she has [16] credits for the spring semester. NECC considers her to be a full-time student.
14. Summer 2025 session 1 will start on May 19, 2025, and end on June 27, 2025 (6 weeks).
15. Summer 2025 Session [2] will start on [June 30], 2025, and end on August 8, 2025 ([6] weeks).
16. The claimant is registered for three 4 credit classes and one three credit class during the summer 2025 term. One of the 4 credit classes is a full-term credit class, the other two are 8-week courses meeting on Mondays and Wednesdays. The three-credit course is an 8-week course meeting on Tuesdays and Thursdays.
17. The claimant is expected to take three 4 credit classes in the fall of 2025 (September 3, 2025, to December 16, 2025.)
18. After the fall of 2025, the claimant will still need four 4 credit classes to meet her degree requirements. Two of the classes are prerequisites for the other two. As such, they must be completed before the other two classes. Therefore, the 4 classes may not all be taken during the same semester. If one of these prerequisites is offered during the Winter Session (January 5, 2026, to January 30, 2026), the claimant intends to take it at that time.
19. If the claimant takes one of the prerequisites during the three-week Winter Session, she will take the requisite class during the spring 2026 term along with the other prerequisite course. If the claimant does not take one of the prerequisites during the three-week Winter Session, she will take both prerequisite courses in the 2026 spring semester. In either case, she will be taking 8 credits, during the 2026 spring semester.
20. The 2026 Spring Full semester and Session 1 will start on January 21, 2026. The 2025 Spring Session 1 will end on March 7, 2026. The 2025 Spring Session 2 will start on March 23, 2026. The 2025 Spring Full semester and Session 2 will end on May 12, 2026.
21. The claimant does not intend to take any classes during the summer 2026 term.
22. The claimant is expected to either take one or two classes during the 2026 fall semester. How many will depend on whether she takes one of the prerequisite courses during the winter 2026 term. She will therefore be taking either 4 or 8 credits during the fall 2026 semester.

23. The fall 2026 semester will start on or about September 3, 2026, and end on or about December 17, 2026.

24. The claimant is expected to complete The Program on or about December 17, 2026.

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. After such review, the Board adopts the review examiner's consolidated findings of fact except as follows.

First, in Consolidated Finding # 7, the review examiner found the claimant filed her TOP application on October 29, 2024, during the 11th week of her claim. Information in the DUA's electronic database system shows the claimant received her first payment of benefits on September 4, 2024. Thus, the week containing October 29, 2024, was the claimant's ninth compensable week on her claim and her application for training benefits was timely filed. Second, in Consolidated Finding # 10, the review examiner found the claimant began attending classes at NECC on September 29, 2024. The claimant's unrefuted testimony and her TOP application show she began attending classes on October 29, 2024.¹ Third, in Consolidated Finding # 13, the review examiner made two errors. The initial hearing was convened on February 18, 2025, while the remand hearing was convened on April 29, 2025. We note that there was no hearing convened on March 7, 2025, in this matter. Further, the review examiner's calculation of the credits earned by the claimant during the spring 2025 semester adds up to 16 credits, not 15. This is consistent with the claimant's transcript dated April 8, 2025, which was entered into evidence as Remand Exhibit # 19. Finally, NECC's academic calendar, submitted into evidence as Remand Exhibit # 15, shows the school's Summer Session II actually began on June 30, 2025, and ended on August 8, 2025, for a duration of 6 weeks.

In adopting the remaining findings, we deem them to be supported by substantial and credible evidence. Furthermore, we agree with the review examiner's legal conclusion that the claimant is not entitled to training benefits.

The review examiner's decision to deny the claimant's application for training benefits derives from G.L. c. 151A, § 30(c), which relieves claimants who are enrolled in approved training programs of the obligation to search for work and permits extensions of up to 26 weeks of additional benefits. Under G.L. c. 151A, § 30(c), it is the claimant's burden to prove that he fulfills all of the requirements to receive a training extension.

¹ The claimant's TOP application was entered into evidence as Exhibit 1a. While not explicitly incorporated into the review examiner's findings, the TOP application and the claimant's undisputed testimony, as well as Remand Exhibits 15 and 19 referenced below, are part of the unchallenged evidence introduced at the hearing and placed in the record, and 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).

Based on the review examiner's consolidated findings, we agree with the review examiner's initial conclusion that the claimant is ineligible for training benefits. One requirement for a claimant to qualify for training benefits is that she must complete her program within two years. *See* 430 CMR 9.04(2)(c).

The claimant began her training program on October 29, 2024. *See* Consolidated Finding # 10. Thus, in order to meet this two-year requirement, the claimant would have to finish her training program by October 29, 2026. However, the review examiner found that the claimant will still need to take one or two courses during the fall, 2026, semester, which would not end until December 17, 2026. *See* Consolidated Findings ## 22–24.

Because the claimant will not complete her training within the required two-year period, we need not address the issues of whether the program is necessary for the claimant to obtain appropriate employment or whether her attendance in the program meets the full-time requirements of 430 CMR 9.04(2)(b)(1).

We, therefore, conclude as a matter of law that the claimant's participation in her training program does not meet the requirements for training benefits under G.L. c. 151A, § 30(c), and 430 CMR 9.04(2)(c).

The review examiner's decision is affirmed. The claimant is not entitled to receive an extension of up to 26 times her weekly benefit rate while attending this training program, pursuant to G.L. c. 151A, § 30(c).

BOSTON, MASSACHUSETTS
DATE OF DECISION - August 20, 2025



Paul T. Fitzgerald, Esq.
Chairman



Charlene A. Stawicki, Esq.
Member

Member Michael J. Albano 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.

JPCA/rh