

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

Middlesex, ss.

Kimberly Adams,
Petitioner,

Docket No.: OC-25-0719

v.

Department of Early Education and Care,
Respondent.

Appearances:

For Petitioner: Keith Bensten, Esq., Jane Kim, Esq.

For Respondent: Nicole Munroe, Esq.

Administrative Magistrate:

Eric Tennen

SUMMARY OF RECOMMENDED DECISION

The Department of Early Education and Care revoked Ms. Adams's family child care license following an investigation in which its own investigators found no regulatory violations. The issue involved Ms. Adams's dogs, and two unfortunate incidents with an EEC licenser. However, EEC has not proven that these incidents mean Ms. Adams violated any regulations. It cannot therefore revoke her license.

INTRODUCTION

The Petitioner, Kim Adams, timely appeals a decision by the Department of Early Education and Care ("EEC" or "the Department") revoking her family child care license. 102 Code Mass. Regs. § 1.08(2)(a); 606 Code Mass. Regs. § 14.14(2). On May 11, 2026, I conducted an in-person hearing. The Department presented four witnesses: Deborah Welch, an EEC licenser; Marisol Rosado-Ledoux, an EEC central supervisor; Dennis Faulkner, Ms. Welch's supervisor; and Christine Dunn, an EEC investigator. Ms. Adams and her husband, Phil Adams, both testified on Ms. Adams's behalf. I entered exhibits P1-P60 and R101-R113 into evidence.

The parties submitted closing statements on June 18, 2026, at which time I closed the administrative record.

FINDINGS OF FACT

1. Ms. Adams was first granted a family child care license in 2002, which allowed her to care for up to eight children. (Stipulations.)
2. Prior to the order of revocation at issue in this case, she had never been sanctioned. (Ms. Adams.)
3. The daycare program is in the basement of her house. It is accessible through a door in the garage, which itself is accessible through the garage door at the top of the driveway. The basement is also accessible from inside the house; but that access is used only by Ms. Adams and her family, not by the daycare children. From the basement, the children can access the backyard where they have a fenced in area for them to use. (Welch.)
4. Anyone wishing to get to the backyard must go through this space. As will become relevant later, this is also how Ms. Adams's dogs access the backyard. (Welch; Ms. Adams.)
5. The backyard is fairly big and has a separate fenced off area for the dogs. The dogs use this space often, including when they need to go outside during daycare hours. This way the dogs are separated from the children. (Welch; Ms. Adams.)
6. During the days, the dogs stay in the private parts of the house separate from the daycare space. However, to get to their outdoor space from the house, the dogs must walk through the daycare. (Welch; Ms. Adams.)

History of dog ownership

7. The Adamses have owned dogs for many years. Prior to the dogs they currently own, they had other dogs which the daycare families knew about, and which interacted with the children in the daycare with some regularity—and without incident. (Ms. Adams.)
8. They currently have three dogs, all mastiffs, two of which they adopted in 2020 and one in 2023. Before getting these dogs, Ms. Adams researched dog breeds to make sure the dogs were compatible with children and families. (Ms. Adams.)
9. Over the years, EEC was aware that she had dogs and that all her dogs sometimes interacted with the children. (Welch; Ms. Adams.)

Ms. Welch's encounters with Ms. Adams's dogs

10. Ms. Welch was Ms. Adams's licensor from 2015 to 2020, and then again starting in 2025. She and Ms. Adams got along well. (Welch.)
11. Her role required, among other things, to conduct site visits, sometimes unannounced. She is supposed to visit at least once a year so, for example, between 2015 and 2020 she visited five times without incident. (Welch.)
12. When she was reassigned to Ms. Adams in 2025, she went to conduct an unannounced visit in January 2025 (because it had been years since she was last there). (Welch.)
13. When she arrived, she knocked on the front door but there was no response; she then tried going through the garage door, but that was closed. She recalled an entrance to the

- daycare through the backyard, so she found an opening and went in.¹ (Welch; ex. 110.)
14. As soon as she got to the backyard, she saw three dogs. They jumped on her. One bit a hole in her pants; she also had a scratch on her leg, and her jacket sleeve was ripped. She panicked a little. She managed to get into the garage and knock on the daycare door, which Ms. Adams opened. (Welch; ex. 110.)
15. She told Ms. Adams what happened and Ms. Adams was apologetic. Ms. Adams was caring for children that day and apparently did not hear Ms. Welch knocking. (Welch; Ms. Adams.)
16. Later, Ms. Welch called to make sure the dogs were vaccinated and registered with the town—which they were. (Welch; Ms. Adams; Ex. 109.)
17. Ms. Welch also spoke to Ms. Adams about avoiding the children having contact with the dogs. Ms. Adams said that was already her practice. (Welch; ex. 110.)
18. Ms. Welch did not document this encounter, or seemingly tell anyone about it, until after a second encounter, described below. (Welch; ex. 110.)
19. In June, 2025, EEC received a complaint about Ms. Adams’s daycare. The complaint did not result in any discipline, but it provides the context for why Ms. Welch visited Ms.

¹ There was some dispute about how Ms. Welch accessed the backyard. It does not appear she went through a gate designed to get to the backyard from the driveway. Ms. Adams disputes Ms. Welch’s version of how she accessed the backyard. The dispute is meaningless. There is no question Ms. Welch entered Ms. Adam’s backyard, regardless of how she got there. And I do not discredit Ms. Welch’s testimony simply because she could not remember exactly which gate or door she went through to get to the backyard—an understandable confusion given what happened next.

Adams's house in July. (Welch.)

20. Ms. Welch needed to inspect unlicensed space, which here meant going into some private areas in Ms. Adams's home. She first tried on July 1, 2025. When she arrived at the property, the garage door was open; she accessed the daycare by going into the garage and through the door to the daycare. When she got there, the children were outside, so she went outside to speak with Ms. Adams. (Welch.)
21. The dogs were in their fenced in area. As soon as Ms. Welch came outside, Ms. Adams's husband took the dogs inside. (Welch.)
22. She told Ms. Adams why she was there and asked if she could go into the house and take a look. Ms. Adams said no, because her son was sick and the dogs were now up there. Ms. Welch indicated she would have to come back another time. (Welch.)
23. Ms. Welch returned on July 31, 2025, with her supervisor, Mr. Faulkner. They both parked on the street and then began walking up the driveway. (Welch; Faulkner.)
24. Before they could get to the garage, they heard dogs barking. They then saw three dogs charging at them. The dogs were barking and jumping all over them. Ms. Welch and Mr. Faulkner were pinned against a car in the driveway. This went on for about a minute. Finally, Mr. Adams came out and yelled at the dogs, who backed down and went to him. (Welch; Faulkner.)
25. Mr. Adams said the dogs were just trying to protect them and explained his wife was inside because she was sick and there was no daycare that day. (Welch; Faulkner; Mr. Adams.)

26. Ms. Welch and Mr. Faulkner were able to speak with Ms. Adams briefly, who said she was sick that day and not caring for children. Ms. Welch and Mr. Faulkner then left.

(Welch; Faulkner.)

27. As she was leaving, Ms. Welch felt a pain in her side. She realized she was bleeding. She ultimately went to urgent care where they identified a puncture wound—she had been bitten by one of the dogs. It took her about 2-3 months to fully heal, and she now has a scar where she was bitten. (Welch; exs. 103 & 104.)

Ms. Dunn's Investigation

28. The July incident prompted EEC to open a new investigation. Ms. Adams agreed to voluntarily close while she tried to resolve the issue. (Welch; Rosado-Ledoux.)

29. The matter was assigned to Christine Dunn, who conducted an extremely thorough investigation. She spoke with Ms. Adams, a town animal control officer, nine parents, Ms. Welch, Mr. Faulkner, and Ms. Rosado-Ledoux. (Dunn; ex. 112.)

30. Ms. Adams was very cooperative with her. She explained the dogs used to be out when the parents dropped off the kids. But after the January incident, she kept them upstairs. (Dunn; ex. 112.)

31. Ms. Adams said no parent had ever expressed concerns about the dogs. (Dunn; ex. 112.)

32. Nevertheless, Ms. Adams gave verbal assurances that the dogs would not be part of the child care program any longer “and was willing to put other perimeters in place.” She agreed to add locks to certain gates to prevent children from getting upstairs or people from entering the backyard without warning. She also added a warning sign. (Ms.

Adams; exs. 3 & 112.)

33. The animal control officer confirmed there were no past incidents on record with Ms. Adams's dogs. (Dunn; ex. 112.)
34. All nine parents had nothing but positive things to say about Ms. Adams and her daycare. All had met the dogs at some point, many before enrolling. No one expressed any concerns about the dogs. (Dunn; ex. 112.)
35. Ms. Dunn also documented the two incidents as described above. In addition to this description of events, Ms. Welch did volunteer to her that, during the January visit, she was "in a place I shouldn't have been." (Dunn; ex. 112.)
36. Ms. Dunn concluded that, "during the course of the investigation, there was no evidence to indicate the educator's dogs created a threat to the children in the child care setting." As for non-compliances, which I infer means regulatory violations, she noted "none." (Dunn; ex. 112.)
37. She added that Ms. Adams agreed to some safety upgrades, e.g. updating her gates, and that she would submit a safety plan to the licensing team that addressed notifying the parents and developing a plan for the dogs during daycare hours. (Dunn; ex. 112.)
38. I adopt the conclusions of Ms. Dunn's thorough investigation and independently find Ms. Adams did not violate any regulations.

Safety plans and legal agreements

39. A few weeks later, Ms. Rosado-Ledoux wrote Ms. Adams a letter saying EEC "determined that there were no regulatory issues noted." She added that, because there were two

incidents involving her dogs, her “file has been referred to EEC legal unit for formal agreement.” (Ex. 34.)

40. At this point, EEC still did not allow Ms. Adams to reopen. Rather, it first wanted her to enter into a formal legal agreement. (Rosado-Ledoux.)
41. A licensee can enter into a safety plan without having to enter into a legal agreement. Both are enforceable. The difference is that a legal agreement requires disclosure to present and future parents that the licensee committed prior infractions, and it describes the infractions. (Rosado-Ledoux.)
42. The parties tried to negotiate an agreement but were unsuccessful. Ms. Adams submitted various safety plans to try and assuage EEC’s concerns. The plans assured EEC that Ms. Adams would keep the dogs away from the children but acknowledged the dogs needed to pass through licensed spaces to go outside for bathroom breaks. In those situations, “children will remain in the same room but will be positioned away from the path the dogs use, ensuring no contact occurs.” (Ms. Adams; ex. 47.)²
43. It also stated that the plan would be posted visibly in the home, each parent would receive a copy upon enrollment, and they would confirm receipt and agreement to it. (Ms. Adams; ex. 47.)
44. EEC seemed comfortable with Ms. Adams’s safety plan because it incorporated it into a draft legal agreement. (Ms. Adams; ex. 45.)

² A full copy of the proposed safety plan is attached in an addendum to this decision.

45. The legal agreement described the January and July incidents. Ms. Adams had already told the parents of the enrolled children about the January and July incidents. However, Ms. Adams did not want to sign the legal agreement because it required her to give a copy of the agreement to future parents. She also disagreed with some of the wording in the legal agreement that accused her of wrongdoing. (Ms. Adams.)
46. Because she would not sign the agreement, EEC issued an order of revocation. In an order signed by EEC counsel, it listed three reasons: she failed to exercise good judgment at all times, she did not ensure the premises would be safe and free from hazard, and she did not demonstrate that the pets in her home were appropriate for the children in her care or kept in a safe manner. (Ex. 48.)

DISCUSSION

A licensed educator must comply with many regulatory requirements. *See generally* 606

Code of Mass. Regs. § 7.09. Among them, they:

- Must “exercise good judgment at all times . . .,” *id.* at §§ 7.09(8) & 7.10(5)(b),
- Must ensure the program premises are “safe . . . and free from hazards,” *id.* at § 7.07(1), and
- Must demonstrate their pets are “appropriate for the children in care” and “kept in a safe . . . manner,” *id.* at § 7.11(16).

Failure to follow any of these (or other) regulations may have consequences. Sanctions include probation, suspension, revocation, or a refusal to renew a license. 102 Code of Mass. Regs. § 1.07 (4)(a). Because EEC is seeking to sanction Ms. Adams under these various grounds, it bears the burden of proof by a preponderance of the evidence that she committed an

infraction. *Dept. of Early Educ. & Care v. Andino*, No. OC-25-103, 2025 WL 3127144, at *7 (Div. Admin. Law App. Oct. 22, 2025).

Despite its argument to the contrary, the chronology of events makes clear that EEC is not seeking to revoke Ms. Adams’s license because she violated any regulations. Its own investigation confirmed this: Ms. Dunn concluded there were no “non-compliances” and nothing Ms. Adams did created a threat to the children in the child care setting; Ms. Rosado-Ledoux’s letter reiterated that there “were no regulatory issues noted.” Even despite these findings, Ms. Adams notified the parents about the incidents and drafted various safety plans, at least one of which EEC approved (as it incorporated it into the draft legal agreement).

The sticking point arose when EEC wanted Ms. Adams to sign a legal agreement and Ms. Adams balked; she did not want to admit to violations she did not believe she committed. Only then did EEC issue a notice of revocation, citing the same conduct its own investigation had already ruled out as amounting to a regulatory violation. It appears then that EEC is using the revocation process to force Ms. Adams to sign a legal agreement.

To be fair, EEC does not couch its argument in these terms. It argues that Ms. Adams did not make enough changes after her dogs attacked Ms. Welch in January 2025 so that the second incident in July 2025 now means the children in her care could be in danger. That is an unfair argument for a few reasons. First, despite the two incidents, no child was harmed and EEC’s own findings found no reason to believe any child was at risk. Second, it is understandable that Ms. Adams did not make many changes after the January 2025 incident because that was an unusual encounter—Ms. Welch went into the backyard space unannounced at a time when the dogs were there alone. Finally, although the second incident happened for different reasons

than the first, that would have been the time to expect Ms. Adams to make some changes, and she did. She drafted a thorough safety plan that EEC approved, she made physical changes to her home, and she notified the parents at her daycare about what had occurred. EEC's argument that Ms. Adams violated its regulations is based on facts its investigator found, and now I find, did not amount to any regulatory violations while ignoring or discounting the changes Ms. Adams made on her own and on EEC's suggestion.³ In fact, Ms. Adams did exercise good judgment, and she ensured that her program was safe and free from hazards and that her pets were appropriate for children and kept in a safe manner.

I do not mean to minimize the terror and real harm Ms. Welch suffered. But both incidents were unfortunate anomalies that are not likely to recur today given Ms. Adams's awareness and the changes she has since made. EEC is right to be worried about its employees' safety when they visit a site. But requiring a legal agreement that forces Ms. Adams to tell parents she violated some regulations does not make EEC employees any safer. Moreover, a legal agreement is not necessary to notify the parents of the dogs' presence because Ms. Adams's safety plan would accomplish that. And in any event, the regulations for which EEC cited Ms. Adams concern the child care space and the children's safety, not the safety of visiting EEC employees in unlicensed spaces. There may be a regulation that speaks to that scenario, but I do not read the cited regulations as applicable to it.

³ EEC makes some other arguments that have no support in the facts. For example, it argues a child could unknowingly wander into unlicensed space where the Petitioner's dogs are kept. But that has never happened before or since, and EEC never expressed concerns about children in Ms. Adams's care doing that. Moreover, Ms. Adams added new locks to prevent that from happening. Nothing suggests that should be a concern now.

CONCLUSION AND RECOMMENDED ORDER

EEC has not proven by a preponderance of the evidence that Ms. Adams committed any regulatory violations. I therefore recommend the order of revocation be dismissed and her license be reinstated.

DIVISION OF ADMINISTRATIVE LAW APPEALS

Date: August 12, 2026

/s/ Eric Tennen

Eric Tennen
Administrative Magistrate

ADDENDUM

EXHIBIT

Ex. 47

Daycare Safety Plan Packet

Prepared by: Kimberly Adams, Circle of Friends Family Child Care Provider

Purpose:

This packet outlines the steps I will take to ensure the safety and well-being of all children and visitors during daycare operating hours. It is a voluntary, proactive measure to maintain a safe environment.

1. Safety Plan Measures

I, Kimberly Adams, commit to the following safety measures:

- * My dogs will be kept separate from children and visitors during daycare operating hours.
- * The dogs will remain in a secured area of the home to prevent contact with children.
- * Children will not have any direct contact with the dogs during daycare hours.
- * Appropriate barriers (such as closed doors, gates, or enclosures) will be in place at all times to ensure compliance.
- * When my dogs need to pass through the licensed childcare area to go outside for bathroom breaks, children will remain in the same room but will be positioned away from the path the dogs use, ensuring no contact occurs.

2. Parent and Visitor Communication

- * A written Safety Plan Notice will be posted visibly in the home.
- * Each parent or guardian of an enrolled child will receive a Parent Acknowledgment Form confirming that they understand and agree to the Safety Plan.
- * Copies of signed acknowledgments will be kept on file for reference.

3. Ongoing Commitment

- * I agree to implement this safety plan daily during daycare operating hours.
- * I will notify parents and EEC if there are any changes to the animals in my home or this safety plan.

Prepared and Signed by Provider:

Signature: _____

Name: Kimberly Adams

Date: _____

Parent Acknowledgment Form

Child's Name: _____

Parent/Guardian Name: _____

Date: _____

I, the undersigned parent/guardian, acknowledge that I have been informed of the

Safety Plan implemented by Kimberly Adams, Family Child Care Provider, to ensure the safety of all children during daycare operating hours.

I understand and agree that:

- * The dogs in the home will be kept separate from children and visitors during daycare hours.
- * On occasions when the dogs pass through the licensed childcare area to go outside for bathroom breaks, children will remain in the same room but will be positioned away from the path the dogs use, ensuring no contact occurs.
- * Appropriate barriers will be in place to maintain separation between dogs and children at all times.
- * This Safety Plan is a proactive measure to maintain a safe environment for all children.

Parent/Guardian Signature: _____

Date: _____

Provider Signature (Kimberly Adams): _____

Date: _____