

DIVISION OF ADMINISTRATIVE LAW APPEALS  
(DALA)

Bureau of Special Education Appeals  
(BSEA) Memorandum of  
Understanding (MOU)

Updated on October 7, 2025

DALA, 14 Summer Street, 4th Floor Malden, MA 02148

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into as of October 7, 2025, by and between the Massachusetts Department of Elementary and Secondary Education ("DESE") and the Division of Administrative Law Appeals ("DALA").

WHEREAS, pursuant to § 2A of chapter 71B of the General Laws as added by Chapter 131 of the Acts of 2010 (the "Transfer Legislation"), the Bureau of Special Education Appeals (the "BSEA") was transferred from DESE and established as a separate subdivision of DALA, independent of DESE; and

WHEREAS, under the Transfer Legislation, the BSEA is authorized and directed to provide adjudicatory hearings, mediation and other forms of alternative dispute resolution as determined by the BSEA for resolution of disputes between and among parents, school districts, private schools, and state agencies concerning (i) any matter relating to the identification, evaluation, education program or educational placement of a child with a disability or the provision of a free and appropriate public education to the child arising under chapter 71B of the General Laws and its implementing regulations or under the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 et seq., and its implementing regulations or (ii) a student's rights under § 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations (collectively, the "Program Legislation"); and

WHEREAS, pursuant to the Transfer Legislation, the costs incurred by DALA and the BSEA in carrying out their duties pursuant to the Program Legislation are to be borne by DESE; and

WHEREAS, consistent with federal statutes and regulations, the Transfer Legislation provides that DESE shall retain responsibility for general supervision of the BSEA; shall ensure that the BSEA's dispute resolution system complies with the said statutes; shall perform all oversight necessary for carrying out these responsibilities; and shall receive periodic reports from the BSEA regarding hearings and mediations necessary to respond to the reporting requirements;

WHEREAS, DESE requires certain data from the BSEA in order to carry out its responsibilities under the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. §§1400 et seq. and its implementing regulation, and as set forth in the Transfer Legislation;

WHEREAS, the BSEA is authorized to provide data to DESE, including pursuant to 34 CFR 300.622(b)(1) and section 17 of Chapter 248 of the Acts of 2024.

WHEREAS, the Transfer Legislation provides that the Commissioner of Elementary and Secondary Education (the "Commissioner") and the Chief Administrative Magistrate of DALA shall enter into a memorandum of understanding, which may be amended periodically, to set forth their respective agreements and obligations under the Transfer Legislation.

NOW THEREFORE, in conformance with the Transfer Legislation, DESE and DALA hereby agree as follows:

1. In accordance with § 2A of chapter 71B, DALA shall provide, through the BSEA, adjudicatory hearings, mediations, facilitations and other forms of alternative dispute resolution as determined by the BSEA for resolution of disputes between or among parents, school districts, private schools, and state agencies concerning:

(i) any matter relating to the identification, evaluation, educational program or placement of a child with a disability or the provision of a free and appropriate public education to the child

arising under chapter 71B and its implementing regulations or under the IDEA, 20 U.S.C. §§1400 et seq., and its implementing regulations or (ii) a student's rights under § 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and its implementing regulations. The BSEA shall also continue to hear appeals pursuant to 603 CMR § 28.10(9), and to conduct mediations and hearings for the Department of Public Health with respect to Early Intervention cases pursuant to a duly executed interdepartmental service agreement.

2. The BSEA shall be maintained and operated as a separate subdivision of DALA, and its hearing officers and mediators shall be employed solely in matters related to those set forth in paragraph 1 above. The Director of the BSEA ("Director") shall not assign matters subject to the jurisdiction of the BSEA to non-Bureau hearing officers or other DALA employees provided, however, that the Director may on a temporary basis, assign matters to hearing officers or mediators outside the BSEA if necessary due to temporary caseload increases or temporary absences of BSEA staff; provided further, that any such outside hearing officer or mediator shall meet the same standards and qualifications as required for BSEA staff and shall only be assigned special education cases for the duration of such temporary assignment not to exceed six months unless otherwise extended by agreement for additional six-month intervals if a continued need exists; and provided further, that the Director shall make every effort to hire additional hearing officers and mediators as necessary to meet the BSEA's on-going caseload; and provided further, that any such temporary assignments shall be reported to the Bureau of Special Education Appeals Advisory Council not less than every 6 months.

3. The Board of Elementary and Secondary Education has authority under the Transfer Legislation to issue regulations establishing minimum standards for the dispute resolution system for special education, including minimum standards for the qualifications, competence,

and impartiality of hearing officers and mediators, and such other standards and requirements as needed to ensure compliance with all applicable federal laws and regulations and quality standards. DALA and the BSEA agree that they will comply with all such duly promulgated regulations in carrying out their duties under § 2A of chapter 71B. The BSEA may issue hearing rules consistent with said regulations and consistent with chapter 30A of the General Laws and 801 CMR 1.01 et seq. At all times, proceedings will be conducted in a manner consistent with the due process rights of the litigants. Where appropriate, and as determined by the Director, the BSEA shall make available alternative dispute resolution mechanisms, where doing so is likely to resolve disputes more efficiently and effectively. In addition to mediation, the BSEA may also offer to provide facilitated individualized educational program ("FIEP") Team meetings. Other methods of alternative dispute resolution provided by the BSEA shall include those provided by hearing officers, such as pre-hearing conferences and such other alternative dispute resolution mechanisms as may be assigned to them by the Director to facilitate efficient resolution of disputes; and settlement conferences provided by the Director and other staff persons as she may designate from time to time.

4. In order to carry out its duties pursuant to § 2A of chapter 71B, DALA shall be entitled to employ staff as specified in Attachment 1. The costs of employing said personnel shall be included in the annual Spending Plan as provided for herein and shall be paid from funds provided by DESE. To the extent that a Spending Plan adopted by DALA on behalf of the BSEA does not reflect the full cost of the personnel provided for in Attachment 1, the Chief Administrative Magistrate shall give DESE 90 days' notice of the BSEA's intent to fill any vacant position and upon mutual agreement by DALA and DESE the applicable Spending Plan shall be modified accordingly. DESE funds may also be used to pay for an allocated portion of the salary of DALA's Chief Administrative Magistrate proportionate to the time and effort allocated by the

Chief Administrative Magistrate to the BSEA, provided that DALA shall maintain such time reporting records as are required by the federal government to support such expense. Such portion shall not exceed 50% of the salary of the Chief Administrative Magistrate.

5. Within 90 days prior to the beginning of each fiscal year (July 1-June 30), the Chief Administrative Magistrate will submit to DESE a proposed spending plan (*i.e.*, a budget request) for that fiscal year. The proposed spending plan shall reflect all costs for agreed-upon service levels, mutually agreed upon additions and changes to the services provided by the BSEA, changes in federal approval of indirect cost rates and cost allocation plans, and changes in the availability of federal funds.

6. Upon receipt and approval of a spending plan, but no later than September 1st of each year, DALA and DESE shall execute an Interdepartmental Service Agreement to provide for transfer to DALA of the funds necessary to support the BSEA as set out in the spending plan.

7. The BSEA shall collect and report data regarding its activities as is required for the DESE State Performance Plan ("SPP") for special education, the annual IDEA Part B Dispute Resolution Survey, or as otherwise reasonably requested by the state director of special education (the "State Director") and shall provide such information in such form and format as requested. The BSEA Director shall also provide such information as is reasonably requested by the State Director for the purposes of carrying out DESE's oversight and general supervision responsibilities, to the fullest extent permitted by law. Such data and information shall include but is not limited to:

- a. Data for fiscal year (July 1-June 30) federal reporting held by the BSEA and needed by DESE to complete the annual IDEA Part B Dispute Resolution Survey (Table 7), as required by the U.S. Department of Education:

1. The number of (i) due process complaints filed; (ii) hearings held resulting in full decisions; (iii) decisions issued; (iv) decisions issued within 45 days; and (v) decisions issued within an extended timeline.
  2. The number of "resolution sessions" conducted by school districts prior to the conduct of formal hearings to the extent that such data is provided to the BSEA by school districts or parents; and the number of "resolution sessions" in which a settlement agreement was reached.
  3. The number of expedited hearings held and the BSEA's compliance with the federal requirement of 30 school days for full adjudication of due process hearing requests in expedited matters.
  4. The number of requests for mediation, mediations held both related to and unrelated to due process complaints, and the results of such mediations.
- b. Data for state reporting held by the BSEA:
1. The number of substantive rulings issued.
  2. The number of settlement conferences held and resolved.
  3. Data regarding outcomes with respect to representation of the parties in all due process hearings resulting in a decision.
  4. The number of requests for mediation received, the number of mediations conducted, and the aggregate agreement rate of such mediations;
  5. The number of facilitated IEP and 504 accommodation team meetings ("FIEP team meetings") requested and the number of FIEP team meetings held.
  6. The total number of rejected IEPs received.
8. Every two weeks, the Director shall provide a list of mediations the BSEA held in the previous two weeks. The list shall include the names of the parties to the mediation, including the educational entity involved; whether an agreement was reached; and whether a subsequent mediation has or will be scheduled between the same parties on the same matter.
9. The Director shall provide DESE notice of each request for hearing filed with the BSEA within a reasonable period of time after the filing of the hearing request or at regular intervals to be agreed upon by the parties. The notice shall include the name of the parties involved, including the educational entity. If DESE identifies a complaint that is simultaneously pending with DESE

and the BSEA, the Director agrees to provide DESE with information necessary to ensure that DESE is able to comply with its obligations pursuant to 34 C.F.R. § 300.152(c)(1).

10. The Director shall provide a copy of each hearing decision and substantive ruling to the State Director of Special Education, the Director of the Problem Resolution System, and any other individuals agreed upon by the parties, within a reasonable period of time after the BSEA hearing officer issues the decision or ruling to the parties. The hearing decision and substantive ruling provided to DESE shall identify the parties involved by name, rather than pseudonym.

11. DESE will use the information and records the BSEA shares pursuant to paragraphs 7-10 above only to carry out its obligations under federal and state law. DESE shall not disclose, to any third party, any information or records the BSEA provides to DESE under paragraphs 7-10 above, unless otherwise legally required to do so.

12. The Director, the Chief Administrative Magistrate, and the Commissioner shall consult in the development of a plan to offer professional development opportunities to hearing officers and mediators to support and strengthen their knowledge and understanding of the Individuals with Disabilities Education Act, 20 USC §§1400 et seq; 34 CFR Part 300; Section 504 of the Rehabilitation Act of 1973, as amended; 34 CFR Part 100; G.L. c. 71B; 603 CMR 28.00; and legal interpretations of such laws and regulations by Federal and State courts and other federal and state adjudicatory tribunals and agencies.


13. The Chief Administrative Magistrate, the Director or her representatives, and the Commissioner or her representatives shall meet periodically, but not less than annually, for the purpose of determining whether there are areas of ambiguity or inconsistency in this memorandum of understanding that might require regulatory or statutory clarification, or an amendment to the memorandum of understanding

14. The Commissioner designates the State Director to be the primary liaison of DESE in carrying out DESE's oversight responsibilities under this memorandum of understanding. The State Director or her designee, the Chief Administrative Magistrate and the Director of the BSEA shall meet regularly to review mutual performance under this memorandum of understanding.

15. This agreement may be executed in multiple copies, any one of which shall be considered an original for all purposes.

16. This agreement shall remain in effect until amended or superseded by a subsequent agreement evidenced by a writing executed by both parties.

DIVISION OF ADMINISTRATIVE LAW APPEALS (DALA)

  
Natalie Monroe, Esq.  
Chief Administrative Magistrate  
Division of Administrative Law Appeals

October 22, 2025

Date

DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION (DESE)



Pedro Martinez  
Commissioner  
Department of Elementary and Secondary  
Education

10.7.25

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Date

## ATTACHMENT 1

to DESE-DALA Memorandum of Understanding, dated October 7, 2025

DALA is authorized to employ the following personnel to be assigned full-time to the BSEA; provided, however, that staffing levels different from the following may be determined on an annual basis, upon the agreement of the parties, during each fiscal year budget proposal:

- One Director .
- One Manager (half-time only).
- Six Hearing Officers ).
- One Supervising Mediator ).
- Seven Mediators ).
- One IEP Facilitator.

DALA is authorized to employ the following administrative support personnel to be assigned full-time to the BSEA; provided, however, that staffing levels different from the following may be determined on an annual basis, upon the agreement of the parties, during each fiscal year budget proposal:

- One Scheduling Coordinator).
- Three Administrative Assistants).
- Technical Administrative Function Coordinator.

DALA is authorized to employ temporary contractor equivalents in case of leave pursuant to the Family Medical Leave Act or other temporary vacancies in any of these positions