KANSAS STATE DEPARTMENT OF EDUCATION
SPECIAL EDUCATION AND TITLE SERVICES

REPORT OF COMPLAINT
FILED AGAINST
UNIFIED SCHOOL DISTRICT #458, BASEHOR-LINWOOD SCHOOLS
ON JULY 24, 2026

DATE OF REPORT: AUGUST 26, 2026

This report is in response to a complaint filed with the Kansas State Department of Education against USD #458 (Basehor-Linwood Public Schools) on behalf of -------by his mother, -------. In the remainder of the report, ------- will be referred to as "the student" and ------- as "the mother" or "the complainant."

The complaint is against USD 458 (Basehor-Linwood Public Schools). In the remainder of the report, USD #458 will be referred to as "the Local Education Agency" or "LEA". When a special education complaint is filed against a school district that is a member of a special education cooperative or interlocal, or that uses any other state recognized public agency to serve children with disabilities, the term " local education agency (LEA)" in this report will include the school district, the special education cooperative or interlocal, and any other agency that is recognized by the state as an administrative agency for public elementary or secondary schools and is serving the educational needs of this student." In this case USD #458 contracts with the Tonganoxie, Basehor, Linwood Special Education Cooperative (TBLSEC). The TBLSEC staff will be referred to In the remainder of this report as follows:

- Chris Cullinan, Special Education Director
- Melanie French, Special Education Assistant Director
- Ashlee Loseke, SLC Teacher, Elementary School
- Megan Carman Rader, Director of Clinical Operations, Astra Day School at the Kansas City Autism Training Center
- Mia Gonzalez, Director of Business and Development, Behavioral Health Allies
- Lesleigh Cetiguc, Director of Special Education, Sherwood Autism Center
- Laura Wiedner-Smith, Director of SAC South, Summit Behavioral Services
- Lindsey Schultz, School Social Worker, Lakemary Center
- Samantha Osgood, Chief Operating Officer, Limitless ABA, LLC

The Kansas State Department of Education (KSDE) allows for a 30-day timeline to investigate a complaint from the date in which it was filed. A complaint is considered filed on the date in which it was received by KSDE. In this case, the KSDE initially received the complaint on July 24, 2026.

Evidence Reviewed

During the investigation, the Complaint Investigator, Donna Wickham, reviewed all evidence and documentation provided by the Local Education Agency and the Complainant. The following materials were used as the basis of the findings and conclusions of the investigation:

- Notice of Meeting dated April 3, 2026 for April 13, 2026
- Email exchange between assistant special education director and Astra Day School dated between April 10, 2026 at 4:13 p.m. and April 22, 2026 at 3:22 p.m. discussing the process for enrolling and touring on behalf of a 9 year old student currently in 2nd grade, who is being recommended for a special day school placement.
- Email exchange between Assistant Special Education Director and Behavioral Health Allies dated between March 10, 2026 at 4:10 p.m. and July 15, 2026 at 1:17 p.m. discussing the process for enrolling and touring on behalf of a 9 year old student currently in 2nd grade, who is being recommended for a special day school placement.
- Evaluation/Eligibility Report, dated April 13, 2026, including meeting notes, parent signed agreement
- Functional Behavior Assessment, dated April 13, 2026
- Behavior Intervention Plan, dated April 13, 2026
- Excusal of General Education Teacher from Attendance at IEP Meetings of Required IEP Team Members, signed by parent on April 13, 2026
- Prior Written Notice for Identification, Initial Services, Placement, Change in Services, Change of Placement, and Request for Consent, dated April 13, 2026, parent signed consent on April 20, 2026
- Individualized Educational Program, dated April 13, 2026
- Authorization for Request and/or Release of Information for Astra Day School, consent signed by Parent on April 13, 2026.
- Authorization for Request and/or Release of Information for Behavioral Health Allies, consent signed by Parent on April 13, 2026.
- Authorization for Request and/or Release of Information for Sherwood Autism Center, consent signed by Parent on April 13, 2026.
- Authorization for Request and/or Release of Information for Summit Behavioral Services, consent signed by Parent on April 13, 2026.
- Authorization for Request and/or Release of Information for Lakemary Center, consent signed by Parent on April 13, 2026.
- Email from Director of Special Education at Sherwood Autism Center to Assistant Special Education Director dated April 14, 2026 at 2:42 p.m. discussing logistics for Assistant Special Education Director to tour the facility on behalf of the student.
- Email exchange between School Social Worker, Lakemary Center and Director of Special Education dated between April 17, 2026 at 2:05 p.m. and May 1, 2026 at 8:43

a.m. discussing the process for enrolling and touring on behalf of a 9 year old student currently in 2nd grade, who is being recommended for a special day school placement.

- Email exchange between Director of SAC South, Summit Behavioral Services and Director of Special Education dated between April 20, 2026 at 3:24 a.m. and April 21, 2026 at 11:32 a.m. discussing the process for enrolling and touring on behalf of a 9 year old student currently in 2nd grade, who is being recommended for a special day school placement.
- Email exchange between Director of SAC South, Summit Behavioral Services and Director of Special Education dated between April 29, 2026 at 5:50 p.m. and May 7, 2026 at 1:17 p.m. further discuss the process for enrolling and touring the student
- Email exchange between Complainant and SLC Teacher at elementary school dated May 8, 2026 between 1:14 p.m. and 2:20 p.m. with the Complainant stating that the practices of Summit Behavioral Services made it not appropriate as the student's outside agency.
- Email exchange between School Social Worker, Lakemary Center and Director of Special Education dated between May 8, 2026 at 4:20 p.m. and May 12, 2026 at 3:41 p.m. arranging onsite observation for parent and staff.
- Email exchange between School Social Worker, Lakemary Center and Director of Special Education dated between May 14, 2026 at 2:17 p.m. and May 20, 2026 at 10:23 a.m. discussing cancellation and agreeing to reschedule onsite observation for parent and staff after getting new dates from Complainant.
- Email exchange from Complainant to LEA staff dated between May 21, 2026 at 12:47 p.m. and June 11, 2026 at 1:21 p.m. discussing placement options and updates.
- Email exchange between Chief Operating Officer, Limitless ABA, LLC and Assistant Director of Special Education dated between May 27, 2026 at 9:50 p.m. and May 29, 2026 at 1:04 p.m. to schedule a time to talk about proposal for student services.
- Letter from the Chief Operating Officer Limitless ABA to Special Education Assistant Director, dated June 4, 2026 with information about the program and schedule for the student.
- Email exchange between Chief Operating Officer, Limitless ABA, LLC and Assistant Director of Special Education dated between June 4, 2026 at 2:08 p.m. and August 9, 2026 at 11:50 a.m. discussing and clarifying the proposal as an outside agency.
- Email exchange between School Social Worker, Lakemary Center and Director of Special Education dated between June 8, 2026 at 8:25 a.m. and July 20, 2026 at 9:04 a.m. checking in on whether the tour would occur and learning what the calendar was for startup..
- Email from Special Education Director to Complainant dated June 12, 2026 at 10:40 a.m. requesting Complainant availability for tour of one placement option for student.
- Prior Written Notice for Identification, Initial Services, Placement, Change in Services, Change of Placement, and Request for Consent dated July 21, 2026

- Email exchange between Complainant and Special Education Assistant Director, dated July 13, 2026 at 9:18 a.m. and July 21, 2026 at 10:25 a.m. discussing student's fall placement and PWN rejecting the parent's preferred agency for services.
- Email from Complainant to Special Education Director dated July 23, 2026 at 10:49 a.m. in response to the LEA PWN from the July 21, 2026 email including email exchange between Complainant and LEA staff through August 4, 2026 at 7:50 a.m. discussing IEP meeting and LEA meetings.
- Email exchange between Complainant and LEA staff dated between July 23, 2026 at 7:18 p.m. and August 4, 2026 at 3:41 p.m. responding to Parent request for IEP meeting and LEA agreeing and determining a date.
- Email exchange between Director of Special Education and Complainant dated between August 6, 2026 at 4:42 p.m. and August 7, 2026 at 12:40 p.m. discussing next steps for student outside agency and school year.
- Notice of Meeting dated July 28, 2026 for August 7, 2026 meeting.
- Response to Allegations, posted to Egnyte on August 7, 2026.
- IEP meeting notes dated August 7, 2026.
- Email between Director of Special Education and Complainant dated August 11, 2026 between 8:06 a.m. and 10:54 a.m. discussing next steps for student outside agency and school year.
- Email from Complainant to Investigator dated Aug 13, 2026 at 6:53 p.m.
- Comprehensive Educational Program Description for Student including Transition and Fading Plan dated August 2026

Background Information

The subject of this complaint is a nine-year-old, entering third grade who qualifies for special education and related services under the primary eligibility category of autism and continues to need the related services of speech and language, occupational therapy, and special transportation according to the reevaluation dated April 13, 2026. The subsequent IEP dated April 13, 2026 proposed that the student should attend a full day special day school setting to meet the student's current level of need and receive the following services: Attendant care services in the general education setting for 50 minutes, 5x per week; Special education services in the special education setting for 370 minutes, 2x per week and 350 minutes, 3x per week; Speech/Language services in the special education setting for 20 minutes 2 days per week; Indirect speech/language therapy services one time per month for 20 minutes; Occupational Therapy services in the special education setting for 20 minutes, 1x per week, indirect services 20 minutes, 1 day every 4th week to address fine motor needs, and support for school personnel 20 minutes, 1 day every 4th week to provide staff training for sensory needs. The IEP includes seven IEP goals and thirteen accommodations. The Functional Behavior Assessment and Behavior Intervention Plan were additionally updated. The Student

qualifies for extended school year. The parents signed consent for the IEP change in goals and services on April 16, 2026.

Issues Investigated

Issue One

Did USD #458 provide the parent with an appropriate Prior Written Notice on July 21, 2026 when refusing the parent's proposed agency to provide the special day school placement for the student during the 2026-27 school year?

Applicable Law

Under 34 C.F.R. § 300.503(a) and K.S.A. 72-3432, a school district must provide parents with written notice a reasonable time before proposing or refusing to change the identification, evaluation, or educational placement of the child or the provision of FAPE to the child. According to 34 C.F.R. § 300.503(a) the PWN must contain: 1) A description of the action proposed or refused. 2) An explanation of why the district is taking or refusing that action. 3) A description of other options considered and why they were rejected. 4) A description of each evaluation, assessment, record, or report used as a basis. 5) A description of any other factors relevant to the proposal or refusal.

In addition, Kansas state regulations at K.A.R. § 91-40-27(a)(3) require school districts to obtain parent consent before making a substantial change in placement or a material change in services. "Substantial change in placement" is defined at K.A.R. § 91-40-1(sss) as the movement of an exceptional child for more than 25% of the child's school day from a less restrictive environment to a more restrictive environment or from a more restrictive environment to a less restrictive environment. "Material change in services" is defined at K.A.R. 91-40-1(mm) as an increase or decrease of 25% or more of the frequency or duration of a special education service, related service, or supplementary aid or service specified in the child's IEP. .

Parent Position

The parent alleged in the state complaint that on May 21, 2026 …"the IEP Team determined that [Student] required a Special Day School placement. "On May 21, 2026 I formally requested that the IEP Team consider Limitless ABA as the location of [Student's] Special Day School placement after Limitless ABA developed a dual ABA and academic educational program specifically for [Student]." "On July 21, 2026, the District informed me that it had completed its review and proposed Lakemary Center as [Student's] placement while refusing my request for Limitless ABA." Following receipt of the PWN, the Complainant stated that an IEP Team meeting was not reconvened before refusing the Limitless ABA refusal, that the PWN did not identify the specific portions of the Student's IEP that Limitless ABA allegedly could not implement, the

PWN did not explain what evidence supported the LEA's conclusion nor explain how the extensive documentation submitted by Limitless ABA was evaluated.

The Complainant further clarified the allegation in an August 13, 2026 email to the Investigator writing, "My concern with this PWN remains that the explanation for refusing Limitless was generalized and did not adequately identify the specific information, evaluations, data, records, reports, or criteria upon which the district relied. For example, the PWN did not clearly identify: 1) which specific components of [Student's] IEP Limitless allegedly could not implement; 2) what information the district believed was missing from Limitless; 3) what specific educational or programmatic deficiencies had been identified; 4) what evaluation or comparison criteria were used; 5) what information provided by Limitless was considered; 6) what evaluation procedures, assessments, records, or reports formed the basis for the refusal; 7) how the district reconciled Limitless's representations concerning its licensed special education teacher, educational programming, data collection/progress monitoring, and integrated ABA/education model with the district's conclusions; or 8) the complete reasons and other relevant factors actually relied upon in refusing the option."

Local Education Agency Position

The LEA Response to Allegation document states that following the Complainant's May 21, 2026 request to consider Limitless ABA for the Student's outside agency the LEA gathered information from Limitless ABA to fully consider the request. Within a fifteen school day period of consideration the LEA responded with the July 21, 2026 PWN rejecting the Complainant's request, providing a refusal along with a rationale, other options considered along with the data and other relevant factors relevant to the refusal.

Analysis: Findings of Fact

The following findings of fact are based on interviews, clarifications, and a review of documentation.

1. The IEP and PWN dated April 13, 2026 documents that the IEP team agreed that a Special Day School placement is most appropriate to meet the student's intense behavioral and safety needs. The names of five agencies were generated and the Parent signed Releases of Information (ROI) for the LEA staff to initiate communication and begin gathering information with select agencies to reconvene by the end of the school year to discuss findings. The parent signed consent to the PWN on April 16, 2026.
2. Emails between Outside Agencies 1-5 show that the Assistant Special Education Director emailed each agency between April 14, 2026 and May 8, 2026 to discuss the Student's IEP and BIP, inquire about class openings, calendar, transportation, service contracts and possible start dates.

3. An email chain shows that the LEA and Parent had confirmed a tour at Lakemary Center on May 20, 2026 but had to be cancelled due to a personal emergency that was not rescheduled.
4. The Complainant stated to the Investigator during the August 10, 2026 Interview that the Student was beginning to age out of the full-time program at Limitless ABA and upon learning that the IEP team was seeking an outside agency to implement the Student's IEP the agency offered to provide educational services to ensure continuity for the Student in a familiar setting with familiar staff. An email exchange between the Complainant and Assistant Special Education Director on May 21, 2026 documents that the Complainant requested that Limitless ABA be considered as the outside agency. After receiving a signed Release of Information (ROI) the LEA initiated communication with this additional agency. A phone record shows that Limitless ABA returned a call to the LEA on May 29, 2026 to discuss the Student's educational needs.
5. Emails, phone logs and documentation show that the LEA and Limitless ABA exchanged communications between May 29, 2026 and July 2026.
6. The PWN dated July 21, 2026 documented a refusal of the parent request for Limitless ABA to be the Student's special day school placement, explaining that the LEA determined that Limitless ABA does not have structures in place to implement the IEP and transition the student back to a less restrictive school setting. The PWN states that the student's current evaluation data, current IEP, parent input and information shared from Limitless ABA was the data used as the basis for refusing the action.
7. Upon receipt of the July 21, 2026 PWN the email from the Complainant to the LEA on July 23, 2026 documents that the Complainant registered disagreement with the LEA's refusal and requested that this email be maintained as part of the student's educational record. The email specifically stated, "On May 21, 2026, after learning that Limitless ABA had developed and approved a specialized dual ABA and academic program specifically for [Student], I formally requested that the IEP Team consider and recommend Limitless ABA as the location for [Student's] educational placement." The email continued outlining the steps that Limitless ABA had followed to provide additional information to the LEA for consideration, concluding "The District reviewed the contract, and no additional revisions or modifications were requested before the July 21, 2026, Prior Written Notice was issued." Further, the email explained errors with the Prior Written Notice as:

   To my knowledge, no IEP Team meeting was reconvened following my May 21, 2026, request to collectively review the information submitted by Limitless ABA, discuss the proposed location, or determine whether the proposal should be incorporated into [Student's] IEP before the July 21, 2026, Prior Written Notice was issued. Instead, the proposal was reviewed through communications involving District administration and Limitless ABA after which the District issued the Prior Written Notice refusing the requested location. During this review process, representatives of Limitless ABA advised me that, in their communications with District administration, comparisons were made between Limitless ABA and Lakemary

regarding their respective abilities to service [Student], including statements that Lakemary was more equipped than Limitless ABA. If those comparisons formed any part of the basis for the District's refusal, they are not identified or explained in the Prior Written Notice, nor were they presented to or discussed by the IEP Team before the District's decision was issued…After reviewing the Prior Written Notice, I respectfully disagree with the District's determination. While the Notice concludes that Limitless ABA 'does not have structures in place to implement the IEP and transition [Student] back to a less restrictive school setting when appropriate,' it does not identify the specific components of [Student's] IEP that the District determined Limitless ABA could not implement, specify which information submitted by Limitless ABA was considered insufficient, identify the records or evidence supporting the District's conclusion, or explain how the extensive documentation provided by Limitless ABA-including its educational proposal, staffing plan, educational programming, progress-monitoring procedures, requested service contract, and confirmation that it had hired a licensed special education teacher - was evaluated in reaching the District's determination. The PWN also does not explain how the District reconciled its conclusion with Limitless ABA's written representation that it was able and willing to serve [Student], implement [student's] educational program, provide, certified educational personnel, collect and report educational data, collaborate with the IEP team , and implement the goals , accommodations, supports, related services, behavioral interventions, and specially designed instruction within [Student's] IEP. As written, the Prior Written Notice provides a generalized conclusion but does not explain how the District reached that conclusion after requesting, receiving, reviewing, and discussing the information it requested from Limitless ABA.

8. The Special Education Director explained to the Investigator that the LEA ultimately is responsible for selecting the outside agency since they must ensure that the Student receives a FAPE. The Special Education Director stated that the July 21, 2026 Prior Written Notice was specifically written rejecting the Limitless ABA agency because the parent had made a direct request for that agency, whereas the names of the other five agencies were generated during the April 13, 2026 IEP team meeting.
9. The Complainant stated during the Investigator's interview that no "preferred" agency was identified by the LEA during the April 13, 2026 IEP team meeting but felt that the Assistant Special Education Director was expressing a strong preference for the Lakemary Center as the Student's outside agency for placement.
10. During interview with the Investigator the Complainant stated that the Superintendent had expressed concern whether Limitless ABA had the educational experience to implement the Student's IEP as written and was concerned about liability as the LEA has ultimate responsibility for implementing the Student's IEP and ensuring a FAPE while the student is enrolled in the outside agency. The Special Education Director stated to the Investigator that several conversations had occurred with the KSDE regarding contracting with an outside agency without a record of providing special education services.

11. The Complainant and LEA agree that there were no allegations made regarding procedural safeguards not being provided.

Conclusion

Under 34 C.F.R. § 300.503(a) and K.A.R. § 91-40-27(a)(3) a district is required to provide parents with a PWN whenever it proposes to initiate or change the identification, evaluation, or educational placement of a child or the provision of a Free Appropriate Public Education (FAPE). In this case the PWN dated July 21, 2026 was related to the provision of a FAPE when it refused Limitless ABA as the outside agency; not a material change in services or a substantial change in placement as the previous decision regarding educational placement was addressed in the April 13, 2026 PWN. Therefore, the PWN was to provide notice and did not require parent consent.

The investigation of Issue One addressed the allegation that the content of the July 21, 2026 PWN does not contain all of the required components required by 34 C.F.R. § 300.503(b) concluding that it was generalized and did not adequately identify the specific information, evaluations, data, records, reports, or criteria upon which the district relied. The regulations state that the PWN must contain 7 mandatory content components.

1. A clear description of the action proposed or refused by the district. In this case the LEA clearly and completely communicated the proposed action that the LEA is refusing the parent's request for Limitless ABA to be the location for the Student's special day school placement.
2. An explanation of why the agency proposes or refuses to take the action. In this case, the LEA stated that their refusal was based on the conclusion that Limitless ABA does not have structures in place to implement the IEP or transition the Student back to the less restrictive school setting when appropriate. That is all that is required for the LEA to provide to meet this component of the regulation. They were not obligated to identify specific information in the proposal or point out specific data or match criteria in the PWN that contributed to the LEA's refusal.
3. A description of each evaluation procedure, assessment, record, or report the agency used as a basis for the proposed or refused action. In this case, the LEA referred to Limitless ABA documentation, the Student's IEP, evaluation, and parent input. The regulations do not require the LEA, nor the PWN document to provide the level of specificity that is requested by the Complainant. In making a decision about an outside day school the regulations related to consideration of placement specify that the IEP team consider the Student's IEP, evaluation, parent input and the agency's ability to implement the IEP..
4. A statement that the parents of a child with a disability have protection under the procedural safeguards of this part and, if this notice is not an initial referral for evaluation, the means by which a copy of a description of the procedural safeguards

can be obtained. The Complainant did not allege that procedural safeguards were not provided.

5. Sources for parents to contact to obtain assistance in understanding the provisions of this part. The Complainant did not allege that procedural safeguards were not provided.
6. A description of other options that the IEP Team considered and the reasons why those options were rejected. In this case the PWN was a refusal of the one outside agency and the reasoning for the refusal was a repeat of what was listed previously. As the LEA stated to the investigator the intent of this PWN was to respond to the Complainant's request to consider Limitless ABA and not a PWN stating the outside agency. As such, the consideration of other options was specific to reasons for the refusal, rather than a consideration of the other outside agencies.
7. A description of other factors that are relevant to the agency's proposal or refusal. The description of other factors states that the agency has not previously operated as a special day school and the district considered whether sufficient information was available to determine that the program could implement this Student's IEP, explaining that the proposed special day school location is an established special day school with experience providing the specialized instruction and related services required, monitoring and reporting progress toward the student's annual goals, and transitioning students back to a less restrictive school setting. While a restatement, the requirements of IDEA do not require the LEA to enumerate every possible reason. The PWN clearly stated a reason for refusing this outside agency.

Although the Complainant alleges that the PWN did not contain specificity the regulations do not call for the level of detail the Complainant is requesting. The Complainant stated that the PWN was issued prior to the IEP team meeting to determine the outside agency and that is accurate, but it found that the purpose of this PWN was not to provide notice of the selected outside agency, but to refuse Limitless ABA as the outside agency since it was proposed at a later time than when the other five agencies were generated.

Based on the foregoing it is found that the *LEA in IN compliance* with 34 C.F.R. § 300.503(a) (b) and K.A.R. § 91-40-27(a)(3) when refusing the parent's proposed agency to provide the special day school placement in the July 21, 2026 PWN.

Issue Two

Was USD #458 required to reconvene the student's IEP Team when determining the agency to contract with during the 2026-27 school year to provide the special day school placement for the student?

Applicable Law

Federal regulations at 34 C.F.R. § 300.116(a)(1) and K.S.A. 72-3420(c)(2) state that in determining the educational placement of a child with a disability, each public agency shall

ensure that the placement decision is made by a group of persons, including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options.

Federal regulations at 34 C.F.R. § 300.325(a) describes that when the public agency (IEP team) determines that a student will receive special education services in a private school placement the agency must initiate and conduct a meeting to develop an IEP for the child and ensure a representative of the agency attends the meeting.

Federal regulations at 34 C.F.R. § 300.322(a) states that each public agency must take steps to ensure that one or both of the parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate.

Federal regulations at 34 C.F.R. § 300.324(b)(1)(ii) outlines five situations for reconvening the IEP team outside of the annual review to include (A) any lack of expected progress; (B) results of any reevaluation; (C) Information about the child provided to, or by, the parents; (D) the child's anticipated needs; or (E) other matters.

Parent Position

The complainant alleged in the state complaint that the LEA reached a placement determination without reconvening the IEP Team to collectively review and determine the appropriate agency to provide the special day school placement for the student. The complainant further clarified the allegation during an August 13, 2026 email to the Investigator that, "My concern is not that [LEA] was required to select the placement I preferred. I understand that parental preference alone does not determine educational placement. My concern is … whether I was afforded meaningful participation as [Student's] parent in the group making that decision.

Local Education Agency Position

The district responded that the Student's educational placement and specific physical service location are legally distinct, and that they did not violate 34 C.F.R. § 300.116 or K.S.A. 72-3420(c)(2) because the Student's parent had already participated in the placement determination during the April 13, 2026 annual IEP meeting.

Analysis: Findings of Fact

The findings of Issue One are incorporated herein by reference. The following findings of fact are based on interviews, clarifications, and a review of documentation.

1. The PWN dated April 13, 2026, with parent consent signed April 16, 2026 documents that the IEP team determined that the intense behavioral and sensory safety needs required a highly restrictive "Special Day School" placement on the LRE continuum. The PWN additionally noted that "The team will reconvene by the end of the school year to discuss next steps in the transition process to a special day school setting."

2. The Complainant and LEA agree that the IEP team was not reconvened between April 13, 2026 and August 7, 2026 to discuss any of the outside agency information.

3. The LEA staff stated to the Investigator that while the IEP Team collectively determines the Student's educational placement (Special Day School), the selection of the specific private agency or contracting facility (e.g., Lakemary Day School vs. Limitless ABA) is an administrative purchasing and contract function of the LEA, not an IEP team decision . Because the Student's IEP goals, accommodations, and service remained unchanged, the LEA stated it had the latitude to select one agency over another without reconvening the team for team consensus or recommendation.

4. The Complainant stated in the August 13, 2026 email to the Investigator that once the LEA engaged in the preparatory activities of gathering information, investigating potential options, and developing proposals for later consideration the LEA moved on to determining which placement would be refused without including meaningful parent participation in the refusal. The Complainant expanded by saying that this concern is expanded beyond simply the IEP meeting, but in any "other placement decision-making process in which I was included as a member of the group that made those placement decisions."

Conclusion

In this case, the LEA is not required to reconvene the IEP team to determine the agency to contract providing the special day school placement; that decision lies fully with the LEA. However, during the course of the investigation it was discovered that in the April 13, 2026 IEP it was recorded that the LEA team committed to reconvening by the end of the school year to discuss next steps in the transition process to a special day school and this IEP team meeting was not scheduled or held. This is consistent with the Complainant's concern that involvement was not in any other placement decision-making process. Therefore, it is found that the LEA is out of compliance with reconvening the Student's IEP team as specified in the April 13, 2026 PWN, not due to an IDEA regulation that required an IEP team to reconvene because they hold a role in selecting the outside agency to provide the special day school placement, but because the April 13, 2026 PWN stated that the IEP team would be reconvened to discuss the LEA efforts to gather information about the five agencies and later the agency proposed by the Complainant and this meeting was not held.

Consequently, it is found that the ***LEA is OUT of compliance*** with regulations 34 C.F.R. § 300.322(a) requiring them to reconvene the student's IEP Team as written into the April 13, 2026 IEP, but the LEA is IN compliance with regulations 34 C.F.R. § 300.324(b)(1)(ii) as the LEA is not required to meet the student's IEP when determining the outside agency for the 2026-27 school year as IDEA does not state that decision is an IEP team decision.

Further, it is found that Federal regulations at 34 C.F.R. § 300.116(a)(1) and K.S.A. 72-3420(c)(2) and 34 C.F.R. § 300.325(a) do not apply to this issue.

Issue Three

Did USD #458 respond to the parent's request for an IEP Team meeting after July 21, 2026 to re-consider the agency chosen by the LEA to provide the student's special day school placement?

Applicable Law

Federal regulations at 34 C.F.R. § 300.322(a) states that each public agency must take steps to ensure that one or both of the parents of a child with a disability are present at each IEP Team meeting or are afforded the opportunity to participate.

Under K.A.R. 91-40-17, the district is obligated to coordinate with the parent to schedule meetings at a mutually agreed-upon date, time, and place and that parents receive at least 10 calendar days' advance written notice of any IEP meeting, unless the parent explicitly signs a written waiver to hold the meeting sooner.

Federal regulations at 34 C.F.R. § 300.324(b)(1)(ii) outlines five situations for reconvening the IEP team outside of the annual review to include (A) any lack of expected progress; (B) results of any reevaluation; (C) Information about the child provided to, or by, the parents; (D) the child's anticipated needs; or (E) other matters.

Parent Position

The Complainant alleged in the state complainant that following receipt of the July 21, 2026 PWN a request was made for an IEP meeting to reconvene to vacate the July 21, 2026 placement determination and conduct a new placement determination consistent with IDEA that would consider the complete educational proposal by Limitless ABA and if the IEP team determines that Limitless ABA can implement the Student's IEP that the LEA be required to fund that placement.

Local Education Agency Position

The LEA responded to this issue stating that the Parent emailed the LEA on July 23, 2026 requesting a meeting and the school staff responded with a meeting proposal on July 24, 2026. The Parent replied that this proposed date and time did not work and that on July 28, 2026 parent and IEP team members were able to find a mutually agreeable date and time for an IEP meeting on August 7, 2026 and an IEP notice of meeting was subsequently sent to parent on that day.

Analysis: Findings of Fact

The findings of Issues One and Two are incorporated herein by reference. The following findings of fact are based on interviews, clarifications, and a review of documentation.

1. The email from the Parent to the LEA documents that an IEP team meeting was requested prior to the beginning of the upcoming school year to address the following

agenda items: 1) Functional Behavioral Assessment (FBA), Behavior Intervention Plan (BIP), and Crisis Planning; 2) Medical Supports, Medication, and Educational Access; 3) IEP Implementation, Staffing, and Personnel Responsibilities; 4) Educational Progress Monitoring and Data Review; and 5) Parent Concerns Regarding Implementation and System Coordination. Email exchanges document that alternate dates were discussed.

2. The Notice of Meeting dated July 28, 2026 documents that an IEP meeting was scheduled for August 7, 2026.
3. The LEA staff stated to the Investigator that the LEA administrators met with the Complainant prior to the August 7, 2026 IEP meeting to discuss the decisions regarding the selection of the outside agency and discuss possible collaborative efforts to address the Complainant's preference.
4. The meeting minutes from the August 7, 2026 meeting document that the Complainant "would like the district to reconsider its decision regarding Limitless as a special day school location. [Complainant] noted disappointment with the decision and would like the school to collaborate with Limitless to work toward a service plan that would get [Student] back in a school setting. [Limitless ABA Director] and [Parent] are very willing to work collaboratively with the school team…The team discussed the difference between private ABA and education placement…The team discussed collaboration efforts between the school and Limitless." Next steps were recorded as, "The district reiterated the current offer of FAPE of the special day school location of Lakemary stands. The district will continue to communicate and collaborate to explore solution to address parental concerns of location."

Conclusion

It is found that the LEA was contacted by the Complainant on July 23, 2026 requesting an IEP team meeting. The LEA responded, proposing an IEP team meeting on July 24, 2026, however that date did not work for the Complainant and finally an IEP team meeting was arranged for August 7, 2026 with additional administrator meetings occurring sooner to discuss the issues and outside agency selection. Although the date of the IEP meeting on August 7, 2026 is beyond the investigation timeframe of this complaint, it was documented in the meeting minutes that the team members discussed the decision and reconsidered the decision.

Therefore, it is found that the LEA responded to the Complainant's request for an IEP meeting and the decision about the agency chosen by the LEA is being reconsidered and the ***LEA is IN compliance*** with 34 C.F.R. § 300.322(a), K.A.R. 91-40-17 and 34 C.F.R. § 300.324(b)(1)(ii).

Summary of Conclusions/Corrective Action

ISSUE ONE: A violation of 34 C.F.R. § 300.503(a) (b) and K.A.R. § 91-40-27(a)(3) was not found. Corrective action is not required.

ISSUE TWO: A violation of 34 C.F.R. § 300.322(a) was found. Corrective action is required as follows.

1. The LEA shall provide to SETS assurances that it shall follow 34 C.F.R. 34 C.F.R. § 300.322(a) within two weeks of the completion of this investigation.
2. Within one month the LEA will schedule an IEP meeting to discuss each of the six outside agencies if agreement has not been reached between the LEA and Complainant as to the selected outside agency. Notices of Meetings, IEP amendments, meeting notes and PWNs will be provided to SETS to demonstrate the completion of the IEP team meeting.
3. The LEA will schedule an IEP meeting to offer the Complainant compensatory services in the amount listed in the Student's April 13, 2026 IEP for the timeframe between the first day of the school year and the date in which the student begins receiving special education services in the outside agency day school to offer compensatory services. For each meeting, the LEA will offer a maximum number of minutes with an action item that the Complainant will accept all, part or none of the offered services over a specified time period. Notices of Meetings, IEP amendments, meeting notes and PWNs will be provided to SETS to demonstrate the LEA's offer of compensatory services.

ISSUE THREE: A violation of 34 C.F.R. § 300.322(a), K.A.R. 91-40-17 and 34 C.F.R. § 300.324(b)(1)(ii) was not found. Corrective action is not required.

Donna Wickham
Donna Wickham, Ph.D., Complaint Investigator

Destruction of Records

In compliance with federal regulations, at 34 C.F.R. 300.624, notice is provided to both parties that, within 60 days of the date of a final decision, any personally identifiable information of any student obtained by the investigator in this investigation will be considered no longer needed to provide educational services to any such student and may be destroyed by the investigator. Any personally identifiable information regarding this complaint held by the Kansas State Department of Education will be deemed no longer needed to provide educational services to the above-named student six years after the date of the final decision and may be destroyed by the department at that time. After expiration of these timelines, a parent may request destruction of the information obtained in this complaint. If such a request is made, the information will be destroyed.

Right to Appeal

Either party may appeal the findings or conclusions in this report by filing a written notice of appeal with the State Commissioner of Education, ATTN: Special Education and Title Services, Landon State Office Building, 900 SW Jackson Street, Suite 620, Topeka, KS 66612-1212. The notice of appeal may also be filed by email to formalcomplaints@ksde.gov The notice of appeal must be delivered within 10 calendar days from the date of this report.

For further description of the appeals process, see Kansas Administrative Regulations 91-40-51(f).

K.A.R. 91-40-51(f) Appeals.

(1) Any agency or complainant may appeal any of the findings or conclusions of a compliance report prepared by the special education section of the department by filing a written notice of appeal with the state commissioner of education. Each notice shall be filed within 10 days from the date of the report. Each notice shall provide a detailed statement of the basis for alleging that the report is incorrect.

Upon receiving an appeal, an appeal committee of at least three department of education members shall be appointed by the commissioner to review the report and to consider the information provided by the local education agency, the complainant, or others. The appeal process, including any hearing conducted by the appeal committee, shall be completed within 15 days from the date of receipt of the notice of appeal, and a decision shall be rendered within five days after the appeal process is completed unless the appeal committee determines that exceptional circumstances exist with respect to the particular complaint. In this event, the decision shall be rendered as soon as possible by the appeal committee.

(2) If an appeal committee affirms a compliance report that requires corrective action by an agency, that agency shall initiate the required corrective action immediately. If, after five days, no required corrective action has been initiated, the agency shall be notified of the action that will be taken to assure compliance as determined by the department. This action may include any of the following:

(A) The issuance of an accreditation deficiency advisement;
(B) the withholding of state or federal funds otherwise available to the agency;
(C) the award of monetary reimbursement to the complainant; or
(D) any combination of the actions specified in paragraph (f)(2)