KANSAS STATE DEPARTMENT OF EDUCATION
SPECIAL EDUCATION AND TITLE SERVICES

REPORT OF COMPLAINT
FILED AGAINST
UNIFIED SCHOOL DISTRICT #469
ON JULY 24, 2026

DATE OF REPORT: AUGUST 23, 2026

This report is in response to a Complaint filed with our office on behalf of a student, -------, by a complainant, -------. In the remainder of the report, the student will be referred to as "the Student" and the complainant as "the Complainant." The Complaint is against Lansing USD 469. In the remainder of the report, "the School" and the "local education agency (LEA)" shall refer to USD #469. 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. The Kansas State Department of Education (KSDE) allows for a 30-day timeline to investigate a child complaint. A complaint is considered to be filed on the date it is delivered to both the KSDE and the LEA. In this case, the KSDE initially received the Complaint on July 24, 2026, and the 30-day timeline ended on August 23, 2026.

Allegations

The following issues will be investigated:

ISSUE ONE: Failing to ensure meaningful parent participation in the IEP process by conducting IEP decision-making related to the Student's April 21, 2026, IEP and a July 20, 2026 meeting, without providing the Complainant with proper notice of the IEP meeting, without affording the Complainant a meaningful opportunity to participate as a required member of the IEP Team, and by impeding the Complainant participation in educational decision-making.

ISSUE TWO: Failing to accurately document the April 21, 2026, IEP Team meeting and the decisions reached by the IEP Team, resulting in an IEP that did not accurately reflect the Team's determinations and failing to maintain documentation necessary to implement the Student's educational program.

ISSUE THREE: Failing to provide Prior Written Notice (PWN) adequately describing the actions proposed or refused, the basis for those decisions, and the procedural safeguards available to the Complainant, and failing to provide such notice within a reasonable time before

implementing the LEA's decisions impacting the Student's transition to increased inperson instruction.

ISSUE FOUR: Failing to provide the Complainant with a copy of the finalized IEP within a reasonable time following the April 21, 2026, IEP meeting, thereby denying the Complainant meaningful access to the document underlining the Student's special education program and impeding the Complainant's ability to review the IEP, verify that it accurately reflected the IEP Team's decisions, monitor implementation, and exercise IDEA procedural safeguards.

ISSUE FIVE: Failing to implement the special education services, related services, accommodations, supports, and/or service minutes agreed upon by the IEP Team on April 21, 2026, and required by the Student's IEP, thereby failing to provide the Student with a free appropriate public education (FAPE) in conformity with the IEP.

Investigation of Complaint

The Complaint Investigator interviewed the Complainant on July 31, 2026. The Special Education Director was interviewed on August 5, 2026. There was an additional interview with Special Education Director and the Special Education Coordinator, General Education Teacher, and Special Education Teacher on August 7, 2026. The Student's outside school Applied Behavior Analysis (ABA) provider was interviewed on August 14, 2026. The Special Education Director submitted written responses to additional questions on August 7, 2026.

In completing this investigation, the Complaint Investigator reviewed documentation provided by the LEA in addition to the complaint submission which included Complainant exhibits. The Complainant provided emails for review. Although additional documentation was provided and reviewed, the following materials were used as the basis of the findings and conclusions of the investigation:

1. Attendance and Schedule 2025-2026
2. Annual IEP, Prior Written Notice, Meeting Notes February 3, 2026
3. Email Correspondence April – August 2026
4. Emails for ABA in May 2026
5. Meeting Notes April 21, 2026
6. Prior Written Notice July 20, 2026
7. Procedural Manual (Special Education) for the LEA June 17, 2026
8. Progress Report 2025-2026
9. State of Kansas Memo ABA Therapies – KSDE Guidance January 2026
10. Text Messages April 2026

Background Information

The Student is an 8-year-old who just completed first grade attending USD #469. The Student has been determined eligible for special education and related services under the category of Developmental Delay. The Student has autism, ADHD and a heart condition. The Student was enrolled in the Virtual Academy per parent request for part of the school day and attended in-person for 90 minutes to 2 hours daily.

Findings of the Investigation

The following findings are based on a review of documentation and interviews with the Complainant and staff in the LEA.

1. On February 3, 2026, there was an annual IEP meeting to also discuss possible changes to the Student's IEP. The IEP participants were the Complainant, Grandparent, Special Educator, General Educator, LEA Representative, Occupational Therapist, Special Education Coordinator, and Director of Special Education. The IEP stated that the Complainant was pleased with the Student's current services and placement. The Student had two goals, one for writing functionality (Occupational Therapy – OT) and another for sitting in close proximity to peers (Social Emotional). According to the IEP, the Student's other area of need was in Communication. The Complainant declined speech services; however, needs will be addressed through general education support and accommodations/modifications. The Student has health needs that were addressed through general education support and accommodations/modifications. The IEP included these services: OT 20 min 1x per week in G setting; Structured Learning (special education services) 30 min 5x per week in G setting; Inclusion for social/behavioral skill support (special education services) 120 min 3x per week in C setting; Inclusion for social/behavioral skill support (special education services) 100 min 1x per week in C setting; and, Inclusion for social/behavioral skill support (special education services) 90 min 1x per week in C setting. The Student qualifiedfor special education transportation services, but the Complainant has chosen to transport currently. The Student qualified for Extended School Year (ESY) services to work on motor and social emotional goals.
2. There was a Functional Behavior Assessment dated January 23, 2025, in the Student's current IEP with targeted behaviors of eloping from instructional behaviors, eloping from room or building, unsafe climbing, and aggression. The functionality of the behaviors tend to be escape/avoidance and obtain/gain access to sensory or tangible items. A functional behavior hypothesis stated, "We believe that when the Student was presented with non-preferred task or asked to transition from a preferred to a non-preferred task, he exhibited [those target behaviors] in order to avoid the nonpreferred task." The Student had a Positive Behavior Intervention Plan (BIP) which is monitored by a behavior tracking sheet/report. The IEP stated his Social Emotional goal is where his needs are met by the BIP.

3. The BIP was revised on February 3, 2026, and it was noted that the Student received his academic instruction through Acellus. He currently has an A- in math. He currently has an A- in language arts/reading. The Student does not independently write for content currently. He is practicing the fine motor and task completion skills required to write efficiently and legibly as part of his goals.
4. A Prior Written Notice [undated] was issued for the meeting. The team discussed special education and related services, educational placement, and changes/modifications. For special education services, the Student required fulltime support and supervision for safety while developing social emotional skills. The Student required Occupational Therapy services in a special education setting due to having more opportunities to engage in fine motor skills within a quieter and more controlled environment. The IEP team considered offering full day services, but the Complainant declined. The IEP team considered reducing minutes in General Education for direct instruction minutes instead. The Student has been enrolled in the Virtual Academy per parent request for the remainder of the 2025-2026 school year. The Student attended partial school days, which impacted how many minutes of Special Education Services he can receive.
5. The February 3, 2026 IEP meeting minutes covered virtual school, writing, medication/health, OT, social emotional, increasing behaviors, academics, accommodations/modifications, special transportation, service changes (add 30 minutes to the Student's in-person day), parent input, and next steps. For parent input, the notes captured that the Complainant wanted the LEA's help with the Student engaging and interacting with peers and reducing the number of virtual hour schooling since the Student is attending in person for part of the day.
6. The LEA provided the Student's schedule. As of the February 2026 IEP meeting, the Student attended the School in person from 9:00 am-11:30 am each day, except for Thursdays when the Student attended 9:30 am-11:00 am.
7. Since the February 3, 2026, IEP meeting, progress on Goal 1 (Social Emotional) was a 5-Maintained Performance for March 13, 2026, and May 21, 2026. For Goal 2 (Motor), the Student's progress was a 5-Maintained Performance for March 13, 2026, and on May 21, 2026, a 6-Slight Improvement.
8. On April 12, 2026, the Complainant emailed the Special Education Director with a request for Medically Necessary ABA Services in the school setting. "These services have been prescribed by his qualified healthcare providers as medically necessary based on his diagnosis of Autism Spectrum Disorder (ASD) and associated needs." The Complainant referred to new guidance from KSDE recognizing ABA as medically necessary and that schools must review these requests on an individualized, case by case basis under Americans with Disabilities Act (ADA) and Section 504. The Complainant clarified that the Student's therapy team would not be providing educational instruction and this would not interfere with special education services nor his classroom placement. She cited pg. 338 of the relevant KSDE guidance document.

The Complainant wanted to know if it would be appropriate to schedule an IEP meeting to formally review, and if other administrators needed to be involved.

9. On April 14, 2026, the Special Education Director responded in email and stated,"we should schedule a meeting to discuss further and review and determine what accommodations are appropriate to meet the Student's educational needs."
10. The Complainant emailed the Special Education Director back on April 15, 2026, and stated that it did not have to be an IEP Team meeting with the whole team -meeting with the admin part of the team "would probably work." "Since Kansas is moving forward with the ABA Services in Schools Act, I would like to move forward with this so we can see what it will look like for the next school year with [the Student]. I figure if it is not an official IEP meeting then we can get it planned quicker and won't have as much paperwork when really all we need is a discussion first."
11. The Special Education Director responded on April 17, 2026, with five date options from the meeting calendar of which the Complainant selected April 21st. The Complainant wrote in her complaint submission [the Special Education Director] provided available dates from the IEP Team meeting calendar which indicated to the Complainant an IEP meeting would be taking place.
12. 12.A meeting notice for an April 21, 2026, was not submitted as evidence, nor a waiver document for when a parent requests a meeting or agrees to meeting prior to 10 calendar days with the ten-day notice waived in order to meet sooner.
13. An undated screen shot of text showed the Complainant thanking the General Educator for her input at the meeting and willingness to have an outside provider Registered Behavior Technician (RBT) in the classroom working with the Student. The General Educator texted that she thought it would be "amazing" for the Student to have access to the outside RBT and the [school] RBT in the classroom. The General Educator texted she was enthusiastic to learn from the outside BCBA "in the brief time we'll have for the remainder of the year."
14. The Complainant texted the General Educator on April 26, 2026, with questions about if they are starting with the outside RBT coming into school on Mondays, and the General Educator responded that she has not heard anything from the Special Education Director nor the Special Education Coordinator.
15. The Special Education Director confirmed through email on April 29, 2026, that the outside BCBA would be coming to the School from 9:00 am-12:00 pm on Mondays for the remainder of the school year.
16. On April 30, 2026, the Director acknowledged receipt of the outside BCBA's paperwork and requested a copy of the Student's treatment plan.
17. The Complainant emailed the Special Education Director on July 1, 2026. The Complainant requested information on documentation she needed to provide for the individuals coming in to the school to provide RBT services each day the Student attends [for 2026-27 School Year]. She stated she would like to stop virtual schooling for her child and increase his time being educated in person with his peers. She

requested four hours a day of in person during core academic instruction, with the Student working on academic and behavioral goals [in the resource room] during specials. She stated she could provide a medical form so the Student would not be considered truant. She wanted the Student to access STEM, art, and adaptive PE if that was an option. She requested bus transportation for the end of the shortened day. The Complainant stated in her complaint submission was that these requests were all discussed at the April 21st meeting. The Complainant resent the email on July 17, 2026.

18. On July 20, 2026, the Special Education Director responded that the LEA was unable to permit direct ABA services by an outside provider, she acknowledged the request to return the Student to in-person services and stated they would have an IEP meeting before the school year to review the IEP, determine educational needs and subsequent programming and transportation. She attached a Prior Written Notice.
19. The Prior Written Notice stated on July 20, 2026, the IEP Team met to review the evaluation/assessment data to determine any additions, changes or modifications to the special education and related services or educational placement that are needed to enable this student to meet the measurable annual goals set in the IEP and to participate, as appropriate, in the general curriculum. The checkbox selected was Other Changes to the IEP, Not Involving Services or Placement – Consent not required. The Special Education Director stated in interview there was no meeting on July 20, 2026.
20. The Prior Written Notice stated the LEA refused the Complainant's request to allow privately funded ABA services to be delivered by an outside provider during the school day on district property. The IEP team reviewed the Complainant's request and discussed the proposed involvement of an outside ABA provider during the school day. The LEA carefully considered the request, the information provided by the Complainant, and the student's current educational program. The LEA determined that privately funded therapeutic services delivered by non-LEA providers will not be implemented during the school day on district property. This determination does not prevent the LEA from collaborating with outside providers, with parent consent, to support consistency between the student's educational program and outside therapeutic services.
21. The Prior Written Notice stated that the data used for the refused actions were the Complainant request, ABA treatment recommendations, Teacher input, Current IEP, Progress monitoring, Classroom observation. Behavioral data, Parent Input, and Discussion during the IEP meeting. The LEA remains committed to working collaboratively with the Complainant and, with appropriate consent, communicating with the Student's outside providers to support the student's educational success. The IEP team will reconvene prior to the start of the school year to review updated information and determine the student's educational program, including services, supports, transportation, schedule, and placement based on the student's individual educational needs.
22. On July 21, 2026, in response to the Complainant's request to have the LEA send a copy of the Student's IEP and all paperwork, the Special Education Director stated "We didn't make any IEP changes during the meeting in April, and no meeting notes are saved in

his file. I will ask the team who took notes and ask them to send them to me at their earliest convenience; since they are out for summer break, there will be a delay, but I will send them to you as soon as I receive them."

23. On July 30, 2026, the Complainant asked the Special Education Director by email on steps for starting a complaint process, and the Director says first step is to see if they can come up with a resolution. The Complainant responded: "I would like the IEP that was discussed and agreed upon during the April IEP meeting to be finalized and implemented so that [the Student] can begin the school year with his peers and receive his outside support services within the school setting, as agreed upon by the IEP team." The Complainant went on to state that the April IEP meeting was the last meeting she participated in, and that the agreements reached there should remain valid, documented, and implemented. She objects to any changes or documentation from a July 20 meeting because they were not notified of or included in that meeting and therefore do not consent to or accept any decisions made then.
    The Complainant also stated that another IEP meeting is not necessary before school starts, but they are willing to meet after the agreed-upon supports are implemented to review the Student's progress and consider any needed adjustments.
24. On August 4, 2026, the Director emailed the Complainant stating July 20, 2026, was the date the Prior Written Notice was issued; there was not an IEP meeting held on July 20, 2026. She stated the notes were available, and that the meeting notes reflect that the team discussed the request for the Student to receive ABA services within the school setting and the discussion regarding the need for additional data to determine whether ABA services were necessary throughout the school day including increasing the Student's time in school. "The notes do not document a finalized decision by the IEP team to provide ABA services throughout the school day or an agreement to implement those services as part of the Student's educational program. Rather, the discussion identified additional information and data that would be needed to inform the team's decision-making regarding the Student's educational needs and programming. I understand that your position is that the April meeting resulted in an agreement to provide ABA services within the school setting. The LEA's understanding of the discussion differs, and I want to be transparent about that difference in understanding as we work toward resolution."
25. On August 4, 2026, the meeting notes from the April 21, 2026, IEP meeting were shared with the Complainant and had two dates – IEP Meeting February 3, 2026, with the additional date of April 21, 2026. The notes are contained here with excerpts verbatim as related to the complaint: [Complainant] states that as of July 1, 2026, the state will allow outside ABA services into the schools, [Complainant] stated that [the Student] requires ABA as a medical necessity. [Complainant] would like to see about getting ABA within the educational setting. [Outside RBT] states that [the Student] is missing opportunities to be with his peers due to receiving ABA services 1:1 outside of the school setting. [General Education Teacher] reports that [the Student] enjoys giving instructions for another person to draw. Special Ed Director explained that the IEP

team will need to review [the Student's] needs and whether ABA services would be necessary. [Complainant] and [Outside RBT] are requesting that [the Student] receive ABA services for 2.5 hours per day with a goal of increasing time in school (with an increase in ABA services). [Complainant] states that she would like to start with ABA services before the end of the school year to see what changes need to be made to his programming to have [the Student] be successful. The classroom teacher states that it may be beneficial for trialing these new services to get more of a baseline of how he behaves in the educational setting. Classroom teacher also states that [the Student] would benefit from having different paras work with him across the school day; built in breaks (e.g. break in the sensory room, SLC room). [Complainant] states that she would like [Outside RBT] to be able to interact with [the Student] while at school and not just observe at least one day per week for the remainder of the school year. [Outside RBT] will provide the LEA with the ABA treatment plan. [Complainant] states that ABA services would not replace a paraprofessional. Special Education Coordinator mentioned having an increase in meetings with the IEP team and ABA team for collaboration. Special Education Coordinator also mentioned having a time that he does not have ABA staff at some point in the school day. There needs to be more data taken to see whether there is a need for ABA for all school day. [Complainant] states that she would like [the Student] here [in School] for 5 hours, ideally. Next steps: ABA would come in one time per week (2 hours, maybe 2.5 hours). Possibly Mondays: until the end of lunch. Discussion of possible use of social skills groups, within the Special Ed room.

Complainant Interview

26. After she thought Senate Bill 441 passed, the Complainant requested that outside ABA agencies be permitted to enter the school to work with the Student. Following that request, the LEA stated that a meeting would be needed. The bill later stalled and the Complainant believes this contributed to the LEA's later denial of allowing the outside BCBA to provide support in school. The complaint is focused on the denial of services from the April IEP meeting/the denial given in July for the upcoming 2026-2027 school year.
27. The April IEP meeting was convened to discuss extending the Student's school time, including the possibility of transitioning from the LEA's virtual school program, which the Student attended because of ABA therapy, to in-person attendance for at least part of the school day. The meeting also addressed the Student's class schedule and planning for the next school year's IEP. During the meeting, the IEP Team agreed to allow the outside BCBA into the school to work with the Student, noting that the BCBA had already been permitted in the school for observation, had signed confidentiality paperwork, and had an existing relationship with the school. The Complainant requested that the outside support be available for the full day and potentially reduced once the Student became accustomed to school. The Complainant also explained that the BCBA's role was related to the Student's medical needs rather than educational services. The LEA further stated that it needed to prepare the necessary legal

paperwork. The Complainant received paperwork confirming the Complainant denied summer school but not the IEP paperwork.

28. On July 17, the Complainant contacted the Director of Student Services regarding the necessary paperwork and IEP notes. The Director responded on July 20, stating that the LEA would not allow the requested changes. According to the Director, the Team had met on July 20 to review evaluation assessment data for the Student; however, the Complainant and part of the IEP Team were not present, some team members were on summer break, and the Complainant had not been notified that a meeting would occur. The Director also stated that the person who had the April notes was away on vacation and that there was no paperwork because the Team had not made any changes. The Complainant wanted the changes discussed at the April IEP meeting to be implemented for the new school year and had understood that the Student would begin school with outside support, particularly because the IEP Team had appeared to support that arrangement during the meeting. The Complainant also believed that the evaluation would have relied on the BCBA's notes and observations and expressed concern that the Student's IEP contained minimal goals.
29. The Complainant stated that they do not feel like a meaningful member of the team and believe their voice does not matter. They explained that IEP decisions were often delayed, with the LEA frequently responding that it would "get back" to the family, only for the Complainant later to receive an email stating that the requested changes would not occur. The Complainant cited a prior example in which the Student was supposed to receive a behavioral evaluation, but the LEA forgot to complete it; at the next meeting three months later, the LEA lacked the necessary data because the evaluation had not been conducted. When the Complainant requested the reason for the denial of outside support, they received only the explanation that the LEA did not have to allow it, and the Complainant reiterated that the BCBA support was intended to address the Student's medical needs rather than educational services. The denial email referenced a July 20, 2026, team meeting, but the resulting document did not list meeting attendance. The Complainant stated that they have been requesting outside support since the Student started school, that denials are consistently based on policy without adequate explanation, and that the Director is not the appropriate person to make decisions related to the Student's medical needs. Because the Student is not attending school for a full day, the Complainant must work around others' schedules, and the Complainant wants the Student to be in school as much as possible.
30. The Complainant stated in an email to the Investigator that the complaint is not about whether the Student needs outside support, but about the school allowing that support after the April IEP meeting and then failing to properly document it in updated IEP paperwork. At the April meeting, the team agreed to allow outside support, and the Complainant believes the LEA's failure to document that meeting was intentional so it would not have to continue permitting those services. "I left there with my copy of my meeting notice. I didn't keep that because I figured the updated paperwork would be sent over to me, but it never was." The Director later documented that the team met on

July 20, 2026, but then claimed the meeting did not happen, even though that statement appeared on a legal document. Emails from school staff show that the private BCBA provided support in the school setting, which should establish that the school allowed the service and extended the Student's school day. "I am asking the school to honor the services discussed and agreed upon at the April meeting rather than relying on late notes sent at the end of July instead of formal IEP paperwork."

Interview with Outside/Private Provider BCBA

31. The Student's private BCBA has worked with the Student for a few years and has collaborated with the LEA in the past, including during the Student's early childhood. The BCBA also worked with the Psychologist who completed the Student's formal testing to provide suggestions and continues to observe areas of difficulty that can be practiced at home. Although insurance has allowed these services, it has been difficult to support the Student in that [School] environment. Through the Family, the BCBA has maintained a relationship with the LEA to varying degrees. For the past 2 years, the Student receives 25-30 hours of behavior analytics services at home/community. "Because he needs so many hours and has made limited progress in the school setting, he goes to school for a few hours in the morning and then comes home to receive therapy." The Student's needs include Social communication – asking for the things that he wants and asking for them appropriately and Social interaction – sustain engagement, following directions, maintaining safety. BCBA has observed that things that are being asked of the Student in the school setting are things he was doing at home 2-3 years ago.
32. The BCBA and the Complainant did not go into it [April 21, 2026 meeting] together thinking it was an IEP meeting, "but when we got there, the Director said since we have everyone here, we'll just make it an IEP meeting but the Complainant said they weren't there to make an IEP meeting but the Director insisted that it would be. Director stated "Everyone's here. We'll make this an IEP meeting, but then we'll also be discussing the other stuff.""
33. "We have been working on this as a whole team, and the Complainant has been pushing for a long time, because the Student needs more services and support at School." The Student has medically necessary services prescribed, and insurance has approved them, but the LEA has said, "We don't allow third party people in." Based on the Kansas Board of Education meeting vote and the discussions that had been taking place, the Complainant went into the April meeting saying it was no longer acceptable to simply state that third-party providers were not allowed. Instead, the LEA needed to look at what the Student actually needs, review the data, speak with everyone on the team, and identify either what services are needed or the reason why the Student could not receive these medically necessary services. The BCBA opined there had also been a history of one thing being said [in an IEP meeting] and then the written documentation not matching what was discussed -when information was put in writing, it was often incomplete or not an accurate reflection of the discussion.

34. The BCBA reported that the Complainant was frustrated from the beginning and questioned why the meeting was happening if the request was simply going to be denied. The response [from LEA] was, "I'm not denying it, we need more information as a team." Throughout the meeting, the LEA staff indicated that it did not see why the requested services could not be provided and that they should be helpful. The Complainant was not asking for additional educational services. The Student's team felt that the support would be helpful. The BCBA and the Complainant were "shocked and excited" that progress seemed to be occurring. However, the Director stated that the LEA was still figuring out its policies and how to respond to the new information and guidance from the Board of Education recognizing ABA protocols. The team discussed whether it would make sense to begin during the current school year, one day per week, to extend the Student's day. At that time, one ongoing struggle had been that the BCBA was allowed to observe only, with an administrator present, which made scheduling difficult. The BCBA was strictly there to observe and was told she could type up thoughts to be distributed.
35. At the meeting, the Complainant and the BCBA received clarification about whether the BCBA would be able to provide services at the School, train the Paras, and work more collaboratively with the Teachers. They were told yes, that a new agreement would be signed, and that the BCBA's role had changed. The Director of Special Education agreed and stated that the number of hours did not matter. The plan was to begin at the end of the school year to build momentum, then continue the services the next school year and add an RBT. The LEA agreed to complete the paperwork to get the BCBA started in this new role. The frustrating part had been explaining what they were asking for and making clear that this was a request for medically necessary services, not a request to change Para support or IEP goals.
36. While the BCBA was providing services [at the end of the school year], School Staff working with the Student said multiple times that the support was really helpful and that they wished they had had it before. The BCBA continued services and did not hear anything from the LEA until the Complainant sent an email over the summer asking about paperwork, so everything would be lined up before the next school year, which led to receipt of the PWN in July.

LEA Interviews

37. The Director reported that the Complainant is typically the person who initiates conversations or requests meetings regarding the Student's IEP and services. The Director serves as the point of contact for questions and meeting requests, and the Complainant is included in conversations with the team. The ABA provider or the Student's grandmother usually attends meetings as well. The Complainant provides suggestions to the Director and the team, particularly regarding the request to allow an ABA provider into the school setting. The Director explained that discussions often become difficult because the Complainant views the Director as a barrier to allowing ABA services in school. The Director stated that the LEA has been working with its attorneys to determine what is allowable, noting that the KSDE guidance referenced by

the Complainant was state guidance rather than law. According to the Director, the LEA initially indicated during the April conversation that it was open to considering the Student's needs and the new guidance; however, after consultation with attorneys over the summer, the LEA concluded that it could not bring in outside services because of tax-law concerns and believed it could meet the Student's needs through special education services.

38. The Director stated that the April 21 meeting was not an IEP meeting but rather a parent-requested meeting. During that meeting, the Complainant shared the new guidance and requested that ABA providers be allowed in school. The Director explained that the IEP had been developed in February and that no IEP changes were made in April. The LEA acknowledged that a meeting occurred in April but stated that the meeting was "more of a conversation" about determining the Student's needs, whether the Student was making progress, and what level of support might be needed. The LEA's position was that more data was needed before determining whether changes to the IEP were appropriate.
39. The Director further stated that there was no July meeting; rather, July was the date of the prior written notice. The July PWN informed the Complainant that ABA providers would not be allowed on site and was not connected to a specific team meeting. The LEA explained that it had been waiting for guidance to pass through as law and consulting with attorneys, and once it received answers, it notified the Complainant in July.
40. The Director stated that the LEA wants to continue collaborating with the Complainant and schedule an IEP meeting if changes need to be considered. The Complainant wanted to explore whether the Student could attend a full school day with ABA support on site, but the Director stated that there had not yet been an IEP meeting to address such changes. The Complainant believes the April meeting was an IEP meeting, and that changes were made at that time, while the LEA maintains that no changes were made and that the February IEP remains the most recent IEP.
    Regarding additional data collection after April, the Director stated that school ended at the end of May and that the Complainant declined extended school year services or summer school, limiting the opportunity to collect additional data during April, May, or June. The Director also addressed the Complainant's concerns about participation in meetings, explaining that the documentation included a checkbox labeled "meeting," but that this reflected when the documentation was sent rather than indicating that a formal IEP meeting occurred. The Director asked whether every parent-requested meeting should be classified as an IEP meeting and reiterated that the latest IEP provided to the Complainant was the February IEP.
41. .A second interview with the Director included staff that the Director recommended the Investigator speak to: the Gen Ed Teacher, Special Ed Teacher, and Special Education Coordinator/Administrator (at the elementary school level). When asked about the April meeting, the Investigator was told "We were under the impression that the Complainant requested a change in ABA services and wanting to have access to those services in the

school setting and we were meeting to discuss that.
This conversation happened multiple times over the course of the Student's time at our School, the Complainant requested for the outside therapist to come in. During this particular meeting the Team got more specifically into it, but that wasn't the case previously. The Complainant requested that they were able to come in and provide him with his ABA services so the services he was receiving outside of school, in their home, they would be able to do those inside of our school."

42. LEA staff: "If you're talking about the specifics of the IEP meeting [April], that wasn't an IEP meeting; it was a meeting that the Complainant requested. We had that IEP meeting in February. This was an additional meeting that the Complainant requested specifically to have a conversation about the new guidance from the state on ABA in school. She said it was in her understanding that schools have to allow it now, so what are we going to do for the Student to allow that to happen now? We didn't go over the IEP. It was solely about the request of ABA in school. We try to follow a really great "norms" set up for our meetings with parents. We didn't' do any of that for this. We immediately let the [Complainant] share her concerns and requests and then we talked though that."
43. LEA staff: I thought it [April meeting] was more of a discussion; [the Complainant] shared requests and then our Director talked about her understanding of what the information from the state was. I tried to ask a lot of questions to help us hear what they were really requesting and what they thought those services looked like in our setting. There was parent input and Director gave guidance from the State. These things are determined by the IEP Team; there wasn't any documentation at that time that said that schools had to do it. It was a case-by-case situation at that time. We only changed his schedule; the IEP did not change. Added an additional 20-30 minutes to include lunches. It was an additional support they wanted to provide through the end of this past [school] year. It was a month from the meeting until the end of the school year.
44. LEA staff: Their home provider came in on Mondays [remainder of SY 2025-2026]. The Student doesn't enjoy lunch so "we compromised that home service can do that with him. It was a good back and forth." There were 3 Mondays left for the rest of the year. [BCBA] worked well with him. As far as next year, I think it was just kind of open and depending on what happened in July. From what she said, the understanding was it (the bill) was supposed to be signed in July, and the next year is dependent on that. "Everyone agreed, there was a plan in place, and paperwork was sent to make sure we had signatures on things as far as liability. We did not change the IEP. We did have a good discussion that there's no way to tell what kind of service he needed for next year at that time."
45. LEA Staff: We do try to collaborate with our outside providers. They work with a BCBA and RBTs in their home and we would collaborate with them and we would let them come in and observe and we would work together to try to help the Student out in that way so we have met at least one of the providers {with one LEA staff meeting two providers).

46. 46.When asked about parent input, LEA Staff stated that the Complainant had a lot of requests in kindergarten. Requests included keeping his twin brother in the same class, type of kindergarten teacher, specific Paras, specific types of services, book requests, seating, what his day could look like/how we could work with him. BCBA would come in and model for the team on how to work with him. A lot of the requests from the past year centered around the kind of services. The Complainant's big request was to allow his home therapy team to come in and provide that Para support or do some of the things they work on at home at the school location. That was one of the bigger requests the LEA was working on based on guidance coming from the state as far as the liabilities, etc. The Complainant also requested that Paras and Staff received training on the methods that the home team used so there was collaboration. Home and School BCBA partnered up to train the Paras together. "We weren't able to meet all of their requests while we were still working on guidance from the state with ABA but overall, we definitely considered parent requests."
47. 47.In an email response to follow-up questions from the Investigator, the Director stated that after reviewing the records, a meeting notice was not provided for the April 21, 2026, meeting. Further, the PWN dated July 20th was for the April 21st meeting. "The delay was due to the District seeking guidance from our attorneys on regulations related to private services being provided in the school setting as well as awaiting the pending legislature ruling related to ABA services in the school setting."

Positions of the Parties, Applicable Regulations, and Conclusions

The Complainant and the LEA provided information on KSDE Guidance issued November 24, 2025, on Case-By-Case Consideration of Applied Behavior Analysis (ABA) Therapy Access in Schools. This memo was intended to provide the LEA clarity on the standard for reviewing requests for the provision of medically necessary ABA therapy for students with ASD within school settings as prescribed by the student's qualified healthcare provider. The memo stated this consideration as falling under the ADA and Section 504 of the Rehabilitation Act, which places a legal requirement on public schools to accommodate the special needs of students with disabilities, which includes those diagnosed with ASD.

Accommodation requests under the ADA or Section 504 must be reviewed individually and on a case-by-case basis. The focal point of this matter is that the provision of ABA therapies by outside providers does not appear to be an IDEA issue, but rather an issue reviewed under 504 or the ADA lenses which is outside the scope of this investigation. However, the Complaint Investigator did consider in this instance, if the Complainant requested the BCBA therapist be allowed in and requested it through the IEP Team process, and the extent to which IEP Team/LEA issued a PWN denying the request, and whether or not the denial was appropriate.

Issue One

Failing to ensure meaningful parent participation in the IEP process by conducting IEP decision-making related to the Student's April 21, 2026 IEP and a July 20, 2026 meeting, without providing the Complainant with proper notice of the IEP meeting, without affording the Complainant a meaningful opportunity to participate as a required member of the IEP Team, and by impeding the Complainant's participation in educational decision-making, in violation of 20 U.S.C. §§ 1414(d)(1)(B) and 1415(b), and 34 C.F.R. §§ 300.321 and 300.322, and K.S.A. 72-3429(b)(1), K.S.A. 72-3430(b)(1)-(2), and K.A.R. §§ 91-40-17(a)-(e) and 91-40-25(a)-(d).

- No meeting July 20, 2026, so there was no notice for a July 20th meeting – PWN stated that decisions were based on a July 20, 2026, meeting but this was an error.
- The Complainant participated in an April 21, 2026, meeting and input was considered – there was no meeting notice or waiver, although Complainant stated in email this didn't have to be an IEP meeting in order to accelerate the process
- The Outside BCBA attended and confirmed this was an IEP meeting per the LEA.
- There was a trial period of having the BCBA at school, but no paperwork or documentation.
- Meeting notes did not contain as clear parent participation documentation as it did in February 2026.

Noncompliant: The LEA violated its obligation to ensure meaningful parent participation in the IEP process in connection with the Student's April 21, 2026, IEP meeting and the LEA's subsequent documentation of a purported July 20, 2026, meeting. With respect to the July 20, 2026, meeting, the record does not establish that an IEP meeting occurred on that date. Accordingly, there was no July 20, 2026, meeting for which the Complainant could have received notice. The PWN, however, stated that educational decisions were based on a July 20, 2026, meeting. The LEA acknowledges that this reference was an error. Because no meeting occurred on July 20, the issue is not that the Complainant failed to receive notice of that meeting, but rather that the LEA inaccurately documented the date and circumstances of the decision-making process.

The April 21, 2026, IEP meeting was an IEP meeting at which the Complainant participated and provided input that was considered by the IEP Team. Although the Complainant did not receive a formal meeting notice, the Complainant had stated by email that the matter did not need to be treated as an IEP meeting in order to expedite the process. In addition, an outside BCBA attended the April 21 meeting and confirmed that, according to the LEA, the meeting was being conducted as an IEP meeting. Therefore, although the Complainant participated meaningfully in the April 21 meeting, the LEA did not document that the required notice was provided or that the Complainant waived the notice requirement.

Parents are to be provided notice of meetings related to eligibility, evaluation, reevaluation, IEP development, provision of a free appropriate public education (FAPE) for their child and educational placement decisions, to ensure that they have the opportunity to participate in the meetings (See Section G of this chapter.). (K.A.R. 91-40-17(a),(b)(1); K.A.R. 91-40-21(c),(d); K.A.R. 91-40-24(e); 34 C.F.R. 300.501(b)(2); 34 C.F.R. 300.322 (b)(c)).

The record also reflects that the LEA permitted a trial period for the outside BCBA to provide services or participate at the school, but there was insufficient paperwork and documentation concerning that arrangement. Further, the April 21 meeting notes did not document the Complainant's participation as clearly or comprehensively as the February 2026 IEP meeting notes.

Based on these facts, the LEA's violation is supported by its failure to provide and document proper procedural safeguards surrounding the April 21 IEP meeting, including the required meeting notice or a documented waiver, and by its inaccurate reference to a July 20, 2026, meeting that did not occur. Although the Complainant did participate in the April 21 meeting, and her input was considered, the LEA did not fully comply with the procedural requirements intended to ensure the Complainant's meaningful participation as a required member of the IEP Team. These deficiencies constitute a violation of the requirements governing parent participation and IEP Team membership under 20 U.S.C. §§ 1414(d)(1)(B) and 1415(b), and 34 C.F.R. §§ 300.321 and 300.322 and the LEA is noncompliant.

Issue Two

Failing to accurately document the April 21, 2026, IEP Team meeting and the decisions reached by the IEP Team, resulting in an IEP that did not accurately reflect the Team's determinations and failing to maintain documentation necessary to implement the Student's educational program, in violation of 34 C.F.R. § 300.320.

- The IEP was not amended or consent forms disseminated.
- The PWN indicates there were no proposed programmatic decisions accepted and that there would be a meeting before school starts for SY 26-27 to discuss the Student's educational needs.
- The Complainant does not agree with the meeting minutes from April 21, 2026, and believes there were decisions made for the end of the 2025-2026 SY that did not happen and there was a plan agreed on for SY 26-27. This is not reflected in PWN sent three months later.
- The Outside BCBA provider and the Complainant do not agree with the meeting minutes as what was discussed in the meeting.
- LEA staff assert the Student's IEP was not changed.

Noncomplaint: The LEA violated its obligation to accurately document the April 21, 2026, IEP Team meeting and maintain documentation necessary to implement the Student's educational program, as required by 34 C.F.R. § 300.320.

The record reflects inconsistencies between what the Complainant and outside BCBA recall being discussed and agreed upon during the April 21, 2026, IEP Team meeting and the documentation maintained by the LEA. The Complainant does not agree with the April 21 meeting minutes and asserts that the IEP Team made decisions concerning the remainder of the 2025–2026 school year and reached a plan for the Student's educational programming for the 2026–2027 school year. The outside BCBA likewise does not agree that the meeting minutes accurately reflect what was discussed during the meeting. In contrast, LEA staff maintain that the Student's IEP was not changed.

The LEA did not amend the Student's IEP following the April 21 meeting, nor were consent forms or other documentation disseminated to reflect any decisions that may have been reached. The PWN, which was not provided until approximately three months after the April 21 meeting, states that no proposed programmatic decisions were accepted and that a meeting would occur before the start of the 2026–2027 school year to discuss the Student's educational needs. This documentation does not address the Complainant and outside BCBA's understanding that the Team had discussed and reached decisions regarding the Student's programming for the remainder of the 2025–2026 school year and had established a plan for the upcoming school year. The Complainant maintains that changes to the Student's program, including an increase in the Student's time in school and other agreed-upon changes, were discussed and agreed upon at the April 21, 2026, meeting, and that at least some of those changes were subsequently implemented during the final weeks of the school year. Nevertheless, the LEA has maintained that no changes were made and that the February 2026 IEP remained the operative IEP. This discrepancy demonstrates that the Student's educational program was not accurately documented in a manner that clearly established the decisions reached by the IEP Team.

Accordingly, the LEA failed to maintain clear and accurate documentation of the April 21, 2026, IEP Team meeting and the decisions reached by the Team. The conflicting understanding of meeting minutes, the absence of an amended IEP or related consent documentation, and the delayed PWN created uncertainty regarding what decisions, if any, were made by the IEP Team and what educational program the LEA was responsible for implementing. Although LEA staff assert that the Student's IEP was not changed, the LEA's documentation was insufficient to clearly establish the Team's determinations and the basis for the Student's educational program.

Therefore, the LEA failed to accurately document the April 21, 2026, IEP Team meeting and maintain documentation necessary to clearly implement the Student's educational program, resulting in a violation of 34 C.F.R. § 300.320 and the LEA is noncompliant.

Issue Three

Failing to provide Prior Written Notice (PWN) adequately describing the actions proposed or refused, the basis for those decisions, and the procedural safeguards available to the Complainant, and failing to provide such notice within a reasonable time before implementing the LEA's decisions impacting the Student's transition to increased in-person instruction, in violation of 34 C.F.R. § 300.503, K.S.A. 72-3430(b)(2), K.S.A. 72-3432, and K.A.R. § 91-40-27.

- PWN for April 21, 2026, meeting disseminated three months later.
- Current IEP did not change, nor was it amended to reflect changes discussed in April. Complainant still thinks there are changes that were agreed upon and was prepared for those changes – School is starting and she received the PWN denying ABA therapist at the school, which is what was discussed in April to help Student access his education in the LRE.

Noncomplaint: The LEA violated the requirements of 34 C.F.R. § 300.503 by failing to provide the Complainant with timely and adequate Prior Written Notice (PWN) regarding the actions proposed or refused following the April 21, 2026 IEP Team meeting.

One of the procedural safeguards afforded to parents is the required Prior Written Notice of certain proposed special education actions. This notice must be provided to parents within a reasonable amount of time before the date the school proposes to initiate or change the

• identification,

• evaluation,

• educational placement of their child, or

• provision of special education and related services (FAPE) to their child. Prior Written Notice is also provided when the school refuses a parent's request to initiate or change the identification, evaluation, or educational placement of the child, or to make a change to the provision of special education and related services (FAPE) to the child (K.S.A. 72-3430(b)(2); 34 C.F.R. 300.503(a)(2)). Accordingly, unless there is an unusual circumstance, districts must provide parents with a Prior Written Notice within 15 school days in response to any parent request regarding identification, evaluation, placement or the provision of a FAPE.

The PWN related to the April 21, 2026, meeting was not provided to the Complainant until approximately three months after the meeting. This delay prevented the Complainant from receiving timely written notice of the LEA's decisions and the reasons for those decisions before the start of the 2026–2027 school year and before those decisions affected the Student's transition to increase in-person instruction.

The Student's current IEP was not amended following the April 21 meeting to reflect the changes the Complainant understood had been discussed and agreed upon. The Complainant

maintains that the IEP Team discussed changes to the Student's educational program, including the use of an outside ABA therapist at school to assist the Student in accessing education in the least restrictive environment (LRE). Based on her understanding of the April discussion, the Complainant prepared for the upcoming school year expecting these changes to occur.

Instead, as the school year was approaching, the Complainant received the PWN stating that the LEA was refusing to allow the outside ABA therapist to provide services at school. Because the PWN was issued approximately three months after the April 21 meeting, the Complainant did not receive meaningful advance notice of the LEA's refusal or an adequate opportunity to understand and respond to the decision before it affected the Student's educational programming.

The PWN also did not adequately resolve the discrepancy between the Complainant's understanding of the April 21 meeting and the LEA's position that the Student's IEP had not changed. The delayed PWN, combined with the failure to amend the IEP, left the Complainant without timely and sufficiently clear written documentation identifying the actions proposed or refused, the basis for those decisions, and the procedural safeguards available to her.

Accordingly, the LEA failed to provide PWN within a reasonable time before its decision affected the Student's educational program and failed to adequately communicate the basis for the action refused. These deficiencies constitute a violation of 34 C.F.R. § 300.503.

Issue Four

Failing to provide the Complainant with a copy of the finalized IEP within a reasonable time following the April 21, 2026, IEP meeting, thereby denying the Complainant meaningful access to the document underlining the Student's special education program and impeding the Complainant's ability to review the IEP, verify that it accurately reflected the IEP Team's decisions, monitor implementation, and exercise IDEA procedural safeguards, in violation of 20 U.S.C. § 1415(b) and 34 C.F.R. §§ 300.322, 300.501, and, where applicable, 300.503, as well as K.S.A. 72-3429(b)(1) and 72-3430(b)(1)-(2), and K.A.R. 91-40-18(d) and 91-40-25(a).

- The Director stated the IEP did not change, so there was no finalized IEP. The IEP from February 3, 2026, remains in place. There were no amendments.
- The Student increased time in School and the IEP was not amended. The Student receives support minute by minute whenever he is in person as indicated by the service grid. It is unclear what was amended to accommodate an increase in one of his school days.
- The Complainant reported there were other agreed upon changes at the April meeting, some of which were implemented in the last few weeks of school.

- The Complainant believes the April meeting was an IEP meeting, and that changes were made at that time, while the LEA maintains that no changes were made and that the February IEP remains the most recent IEP.

Noncomplaint: The April 21, 2026, meeting was convened to discuss the Student's educational program. The Complainant maintains that the meeting resulted in agreed upon changes to the Student's program, including an increase in the Student's time in school and other changes that were subsequently implemented during the final weeks of the school year. The LEA, however, maintains that no changes were made and that the February 2026 IEP remained in effect. The LEA's Director further stated that because the IEP did not change, there was no finalized IEP to provide to the Complainant.

The LEA's position does not resolve its IDEA obligations. Under 34 C.F.R. § 300.501(b), parents must be afforded an opportunity to participate in meetings concerning the identification, evaluation, educational placement, and provision of FAPE. 34 C.F.R. § 300.501(b). IDEA also expressly permits changes to an IEP to be made by the IEP Team at an IEP Team meeting or, where the parent and public agency agree, through a written document amending or modifying the current IEP. 34 C.F.R. § 300.324(a)(4), (6). When changes are made through an amendment, the LEA must ensure that the IEP Team is informed of the changes, and upon request the parent must be provided with a revised copy of the IEP incorporating the amendments.

Thus, if the April 21 meeting resulted in changes to the Student's IEP or educational program, the LEA was required to appropriately document those changes through the mechanisms provided by IDEA. The LEA could not simultaneously implement changes to the Student's educational program while maintaining that no changes had occurred and declining to provide the Complainant with documentation of the decisions allegedly made at the meeting. The fact that the Student's increased school time and other reported changes were implemented during the final weeks of school is evidence that the April 21 meeting concerned aspects of the Student's educational program and warrants review of whether the LEA properly documented the resulting decisions.

Moreover, 34 C.F.R. § 300.322(f) requires the public agency to provide the parent with a copy of the child's IEP at no cost. To the extent the April 21 meeting resulted in changes to the IEP, the LEA's failure to provide a revised IEP or written amendment prevented the Complainant from determining whether the document accurately reflected the decisions made by the IEP Team, monitoring implementation of the Student's educational program, and exercising the parent's procedural rights under IDEA.

The LEA also had an obligation under 34 C.F.R. § 300.503 to provide Prior Written Notice at a reasonable time before proposing or refusing to initiate or change the Student's educational placement or the provision of FAPE. This requirement applies both when the LEA proposes a change and when it refuses a requested change. 34 C.F.R. § 300.503(a).

The required notice must describe the proposed or refused action, explain the basis for the decision, identify the information relied upon, and describe other options considered and rejected.

Accordingly, the LEA's failure to provide the Complainant with a written record of the decisions reached at the April 21, 2026 meeting, coupled with its subsequent implementation of at least some changes to the Student's school program while maintaining that the February 2026 IEP remained unchanged, resulted in a lack of clarity regarding the Student's operative educational program and impeded the Complainant's ability to meaningfully participate in the Student's educational decision-making and to monitor implementation of the Student's IEP.

If the LEA determined that no change to the Student's IEP or provision of FAPE was warranted and thereby refused to make changes requested or discussed at the April 21 meeting, the LEA was likewise obligated to provide Prior Written Notice explaining that refusal and the basis for its decision. 34 C.F.R. § 300.503(a)-(b).

For these reasons, the Complainant alleges that the LEA violated the IDEA by failing to appropriately document and communicate the outcome of the April 21, 2026, meeting and by failing to provide the Complainant with the documentation necessary to understand and monitor the Student's educational program, in violation of 20 U.S.C. § 1415(b) and 34 C.F.R. §§ 300.322, 300.324, 300.501, and, as applicable, 300.503.

Issue Five

Failing to implement the special education services, related services, accommodations, supports, and/or service minutes agreed upon by the IEP Team on April 21, 2026 and required by the Student's IEP, thereby failing to provide the Student with a free appropriate public education (FAPE) in conformity with the IEP, in violation of 20 U.S.C. § 1412(a)(1)(A) and 34 C.F.R. §§ 300.17, 300.101, and 300.323(c), K.S.A. 72-3404(p), K.S.A. 72-3429(b)(1), (c), and (f), and K.A.R. 91-40-16(b)(1)-(5).

- The Complainant said services were agreed on for SY 25-26 (end of school year) and SY 26-27 at the April meeting
- End of SY 25-26, The Outside BCBA delivered support services and the Student stayed longer at school on Mondays.
- The Investigator found that the current IEP was in effect and implemented as written.
- There was no documentation of an amended IEP.
- Meeting minutes.
- PWN denied outside therapists for SY 26-27 and stated a meeting was necessary to determine the Student’s educational needs for the upcoming school year
- IEP was not amended

Compliant: The LEA did not violate its obligation to implement the Student's special education services, related services, accommodations, supports, or service minutes required by the Student's IEP. The evidence does not establish that the IEP Team formally amended the Student's IEP at the April 21, 2026, meeting or otherwise changed the Student's required services.

The Complainant asserts that the IEP Team agreed upon additional or different services for the remainder of the 2025–2026 school year and for the 2026–2027 school year during the April 21 meeting, and that those services were not provided. However, the Investigator found that the Student's existing IEP remained in effect following the April 21 meeting and that the LEA implemented that IEP as written. There is no documentation establishing that an amended IEP was developed, finalized, or adopted to incorporate the changes alleged by the Complainant.

The April 21 meeting minutes and subsequent documentation do not establish that the Student's operative IEP was formally changed. Likewise, the PWN issued by the LEA reflects the LEA's position that the requested services involving outside therapists were not accepted. Because the IEP was not amended to include those services, the LEA was not required to implement them as part of the Student's IEP.

Accordingly, although the Complainant and LEA have differing understandings of what was discussed or proposed during the April 21 meeting, the evidence does not demonstrate that the Student had an amended IEP requiring the additional services identified by the Complainant. The Investigator therefore determined that the LEA implemented the Student's current IEP as written and did not fail to provide services required by the operative IEP.

Therefore, the evidence does not support a finding that the LEA failed to implement the Student's IEP or denied the Student a FAPE in conformity with the IEP. LEA is complaint under 20 U.S.C. § 1412(a)(1)(A) and 34 C.F.R. §§ 300.17, 300.101, and 300.323(c).

Corrective Actions

The Kansas Department of Education is required to ensure that corrective actions are taken when violations of the requirements are identified through the complaint investigation process. In this case, the Complaint Investigator found violations of Part B of the IDEA. The Department will make itself available to the [LEA or School] to provide technical assistance regarding topic (i.e. parent participation in the IEP process, PWN, notification protocols, etc.)

By September 15, 2026, the LEA shall:

Reconvene the IEP Team

- The LEA is required to convene an IEP meeting with proper written notice and ensure the Complainant is invited as a required member.
- Provide sufficient advance notice and a meaningful opportunity for the Complainant to participate.

- Review the disputed April 21, 2026, meeting and clarify what services, supports, accommodations, and placement decisions are currently appropriate.
- Review and correct the Student's IEP
- Require the LEA to review the current IEP and amend it if the Team determines that changes are necessary.
- Ensure that any agreed-upon services, accommodations, supports, or service minutes are clearly documented in the IEP.
- Provide the Complainant with a copy of the finalized IEP and any required consent documentation.

Issue corrected Prior Written Notice

- Require the LEA to issue a PWN that accurately identifies the actions proposed or refused, explains the basis for those decisions, and identifies the procedural safeguards available to the Complainant.
- Ensure that future PWNs are provided within the required timeframe and before the LEA implements the proposed or refused action.
- Correct the meeting documentation
- Require the LEA to review and, where appropriate, correct the April 21 meeting documentation so that it accurately reflects the meeting and the decisions actually reached by the IEP Team. The LEA should document disagreements when Team members do not agree rather than presenting disputed matters as unanimous decisions.

Staff training

- Require training for relevant administrators, special education staff, and IEP Team members regarding:
    - Parent participation and IEP Team membership;
    - IEP meeting notice requirements;
    - Prior Written Notice;
    - documenting IEP Team decisions;
    - amending IEPs when services or programmatic decisions change; and
    - implementing the operative IEP as written.

The LEA shall submit evidence of completion of all tasks, including training sessions with sign in sheets of staff trained with their roles to KDSE by September 30, 2026.

Respectfully submitted,

Jacqueline Kelleher
Jacqueline Kelleher, MA, PhD

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)