

This is all just my opinion, and only mine. Ed Burnham

So... How did the Plains School District get to the point of firing their Speech Language Pathologist (SLP, Lisa Burnham)? (See [1 RIF notice](#)). Some people will take issue with the word firing in the preceding sentence because she is being RIFed (Reduction in Force) to provide comprehensive and consistent services to the students of the Plains School District. Here is why I use the word fired. During the February 16, 2026 regular board meeting the board voted unanimously "to fully join the Cabinet Mountain Cooperative." The problem is that about a year and a half ago, in an August 14, 2024 informational meeting, prior to when Plains first partially joined the co-op, Taylor (Director of the Cabinet Mountain Cooperative) proposed a second path for full membership. Since Plains already had a Speech Language Pathologist (SLP - Lisa Burnham) on staff, Plains could fully join the co-op with an exemption for her position until she retired or quit. Payment for her position would flow through the co-op, just like it has for the last year, and she would remain a district employee, a union member, retain her sick leave, grow her retirement and the school would retain about \$7000 in Qualified Educator payments for her Masters Degree and for her being a specialist. So the choice of words "to fully join the Cabinet Mountain Cooperative" was an intentional decision made by the board to remove Lisa from the school.

But why would they do that? I believe that the board chairman told us. At the Feb 16 board meeting the public was informed by Lana that "We are not in compliance with special education and funding currently." (February 16, 2026 Regular Meeting; 53:05 ; <https://www.youtube.com/watch?v=OevaL9FnJ1s>) There are two big issues here, out of compliance in special ed and some vague funding issue. Let's deal with compliance in special ed first.

On November 20, 2025 the school lawyer received a letter from the Disability Rights of America (See [2 Out of compliance](#)) stating that they had started looking into our district being out of compliance. I have it on good authority (special ed people) that any lawyer specializing in special ed law and the information provided by Disability Rights of America complaint would lead to a file review that would quickly show that Plains was out of compliance in special ed. So before Thanksgiving 2025 the school administration knew of a major compliance problem. While the investigation by Disability Rights of America may not be appropriate to discuss in an open meeting, the major compliance problem and any solution to it should have been reported to the public and the board ASAP. It was not. The superintendent's report at both the January and February regular meetings never mentioned the problem. After some public comment at the Feb 16 board meeting where the public was informed by Lana compliance problems the chairman said "I will answer and I will not wait. We are not in compliance for special education and that is a big deal and we need to take effort to show on some other fronts that we are willing to become compliant." Another board member commented "it's got to start somewhere and it's going to start now." These are odd things to say when you are discussing restructuring special ed, handing over more than \$55000 to the co-op and firing your SLP. At this point it is quite easy to infer that the "other fronts" that Lana was referring to is a legal issue with Disability Rights of America and it had been going on in the background for months, with no public knowledge and an unknown amount of board involvement. Here is the problem. Joining the co-op is a big deal. It should involve lots of public comment, open discussion, financial review and more importantly why Plains was out of the co-op for about the last 40 years. Instead, the reason for joining appears to be to placate Disability Rights of America and not have anything to do with what's right for the school or what is best for the children receiving special ed services. The

legal issues the school has have provided what I will call a "cover of darkness" that allows them (administration, lawyers and the board) to conduct much of their business in executive session or private meetings. It was quite apparent that the February 16, vote to join the co-op was just a formality and that the real discussion and solution had been made either in the last Executive session of the Feb 5 meeting or in private consultations between board members and the superintendent.

Now on to the funding issue. Lana said that "We are not in compliance with special education and funding currently." This will seem like a stretch but please stay with me. Lets fully expand the sentence to (We are not in compliance with special education and we are not in compliance with special education funding currently.) Because of who my spouse is and the countless discussion we have had about the topic I now know exactly what the second half of the sentence refers to... it's Medicaid billing. So using this line of reasoning the actual topic is (We are not in compliance with special education Medicaid billing for speech therapy services.) Disclaimer: This was never said by anyone but I think you will see why it makes sense as a topic to discuss.

Aw, Medicaid billing. A topic that no one really understands or really wants to.

Now for a lesson on the role of a SLP giving school-based services (SBS) and their relation to Medicaid billing. This is going to come as a shock to most of you but legally NO ONE can order a SLP to bill Medicaid for anything in a school. This is a feature not a bug. Medicaid has set this up this way to prevent fraud and remove the ability to blame shift to another party by saying they made me do it. It is the responsibility of the SLP to ensure services are medically necessary and furnished under the provider's direction. If there is a problem with a student's Medicaid bill the school may have to repay Medicaid with interest, but it is the SLP that get in trouble. In essence the SLP has a dual obligation: one to Medicaid to ensure everything meets their requirements for billing and another to the school to ensure they get to keep the payments and not put the school district in a bad financial position if funds are clawed back. If for some reason the school administration has a concern with billing for a student, they can prevent the SLP from billing but they cannot force billing. Forcing a SLP to bill Medicaid is analogous to forcing a business manager to double bill Medicaid and similar to forcing a bank guard to bring you money out of the bank's vault. It is fraud. The key statute is the [False Claims Act, 31 U.S.C. § 3729\(a\)\(1\)\(A\)](#). It states that any person who "knowingly presents, or causes to be presented, a false or fraudulent claim for payment or approval" to the United States (which includes Medicaid claims because of federal funding) is liable. Forcing an SLP to do so makes the person applying the pressure liable for "causing" the false claim. Below is a section of the current School-Based Services Manual (The bible for SLPs and Medicaid billing. <https://medicaidprovider.mt.gov/manuals/schoolbasedservicesmanual>) 04/14/2022. This is a list of services that Medicaid Can NOT be billed for.

- *A provider's time while attending member care meetings, Individual Educational Plan (IEP) meetings, individual treatment plan meetings, or member-related meetings with other medical professionals or family members.*
- *Services considered experimental or investigational.*
- *Services that are educational or instructional in nature.*
- *Services that are not medically necessary. The Department may review for medical necessity at any time before or after payment.*

One other item that should be noted. Even if a child is covered by Medicaid and the SLP says, yes let's bill, whether an actual bill is generated is determined by how the session with the child goes. Say you're doing a 15 minute session. 8 minutes of the session have to be therapy that directly address the medical necessity of the child and is successfully carried out. That mean that if for 8 minutes the child is talking about a bad name they were called at recess and 7 minutes they did exactly what the SLP wanted, that is an unbillable session. Worse is if there is a medication change that affects a child's behavior. It might take a month or even longer for the child to return to a state where an SLP can achieve a billable session. Even a full session of quality work done by a child that is not directly related to their medical necessity is not billable.

The special ed staff, principals and some teachers are aware that there have been some heated conflicts between the school's SLP and the superintendent. Most of these conflicts center around Medicaid billing. In their very first encounter, (See [3 Lisa's first meeting](#)) Lisa presented Dr. Walsh with her first "random moment." (<https://medicaidprovider.mt.gov/docs/training/2026/RMTSCoordinatorTraining.pdf> and <https://medicaidprovider.mt.gov/docs/schools/mactimestudyguide032019.pdf>). This is a bookkeeping item that is required to be filled out by a certain staff (SLP, nurse, counselors and administrators) about what they were doing at a random time. Medicaid uses these random moments to help calculate reimbursement. Dr. Walsh refused to fill out the form and accused Lisa of using this form to commit some type of unspecified fraud. In a later meeting (4/15/24) Dr. Walsh said that she determined "medical necessity" and "you will bill for it." ([4 Notes 42524](#) and [5 Later emails](#)) On Sunday, 19 May, 2024 a former board member called Lisa at home and asked for some information. Monday morning she sent an email describing the events from a Medicaid talk she had with Dr Walsh.(See [6 Email sent to former board member](#)) This was Lisa's first whistleblower protected act.(<https://www.phillipsandcohen.com/montana/>) Ref [5 Later emails](#) shows two emails. The meeting the May 9 email refers to is the one described in ref [4 Notes 42524](#) and ref [6 Email sent to former board member](#) and it shows continued pressure to bill for students that do not qualify for Medicaid billing. Again, in my opinion, fraud. In a later email Dr. Walsh said "we should look into how we can serve students for whom we may be reimbursed".(See [7 Reimbursed](#)) To be clear only the SLP that actually sees the students determines "medical necessity" for speech related services and qualification for these services. From Medicaid's point of view it does not matter if a different SLP says, you can bill for them all. The attending SLP is the only one with any say in the matter.(Until an audit by Medicaid determines that the SLP has done something wrong.) The point is that Dr. Walsh does not like Lisa and really doesn't like being told no by her.

In the distant past, when Lisa had a student she felt qualified for Medicaid billing she discussed it with the appropriate principal. They then agreed to either bill or not depending on other factors. There was trust between the SLP and the administration. If it did happen that a student was billed and if the claim was rejected, she knew that everything had been done in good faith and she would not be "thrown under the bus" by them. That all changed in the last three years. The straw that broke the camel's back was when Dr. Walsh emailed "We should look into how we can serve students for whom we may be reimbursed".(See [7 Reimbursed](#)) To me, this sounded a lot like a request to qualify children for speech therapy services for which they didn't actually qualify for the sole purpose of Medicaid billing. In my opinion, I believe this is referred to as Medicaid fraud in most parts of the state. By all rights, Lisa should have reported Dr. Walsh to the

Montana Department of Public Health and Human Services (DPHHS) for this, trying to force her to bill (in one case she questioned why Lisa wasn't billing for a student that graduated), and for Dr. Walsh claiming that she determined medical necessity and seen DPHHS's reaction to that. Unfortunately, Lisa did not. There was no reason to put a black mark on the school and she simply followed the law and told Dr. Walsh that if there was an appropriate student to bill for, she would do so. Lisa also emphasized that she determined if the therapy was medically necessary and if it was restorative (billable) or maintenance (not billable). Without Lisa's signature on the Medicaid billing forms, there was no way any impropriety could happen under her name. At the time, I believe this actually had no effect on students Medicaid billing because there were zero that qualified. My understanding for today is that there are two children that could be setup to bill Medicaid for but neither one has ever made it to 8 minutes of the 15 to actually be truly billable in a session. Dr. Walsh continued to insist that she had the final say on appropriateness of which students to bill for Medicaid for their speech therapy.

Other things to point out. Lisa's contract doesn't mandate Medicaid billing. There has been no formal disciplinary action taken against Lisa in this or any other area. There is a good reason that there is no formal reprimand for refusing to bill Medicaid. Lisa could send this to DPHHS telling them that the services were not billable and DPHHS would then contact Dr. Walsh and clarify the situation to her. When it comes to Medicaid billing, Lisa is their local representative that ensures that fraud is not occurring in the school. DPHHS does not take kindly to anyone trying to coerce, force or manipulate their representative into fraudulent billing. I wonder how DPHSS would feel if they found out that their local Medicaid rule enforcer was discussed in an executive session of the school board and deemed a problem to their increased funding goals.***note below*** The board may have also felt that their authority was being circumvented due to things like [board policy 7210](#) which states: "The District will seek and utilize all available sources of revenue for financing its educational programs, including revenues from non-tax, local, state, and federal sources." This is such a broad policy that I would think that every employee has violated it. Did you ask your dying uncle to leave all or part of their estate to the school? Everyone must fund their own position with some left over for legal fees. Then the board decided to "fully join the co-op" rather than "fully join the co-op with an exemption for our SLP" to remove the block on their billing, placed there intentionally by Medicaid, from ever interfering again. Then in an open session "We are not in compliance with special education and funding currently" was stated which immediately drew everyone's attention to "compliance with special education" and the funding part faded away. Plains joined the co-op with no financial analysis, no real discussion and with the audience never knowing all of the things that had been predetermined in an executive session. This is only a guess. Unless I had a mic hidden in the room there is no way I could know what was actually said in an executive session.

Concerning the February 16, 2026 regular board meeting. While there were several minor numerical inaccuracies in Taylor's board packet presentation on the value of the co-op, (See [8 Feb 16 board packet part.pdf](#)) the most egregious error is myth 3, which states, "No district employee's job would be lost when districts join the cooperative..." From the perspective of the Plains School District, the moment the votes were cast, all of the money that pays for specialists like SLP's and other special education expenses like paraprofessionals (about \$150000) was given to the co-op. With no funding for the position, there is no position. The really odd part about this is that the school currently employed a tenured SLP that has no future job with the district. There are only two paths to rectify this conundrum. The SLP quits or the SLP is RIFed. In Montana SLP's

are considered a critical need position because statewide there is a shortage of more than 200 of them. As far as I can tell from my searches and consultation with AI's this could be the first time in the history of Montana that a tenured SLP was RIFed by a school with no cause.

On December 11, 2025 this email was sent to Lisa:

You have been identified as an individual with direct knowledge related to a Uniform Grievance filed with the Plains Public Schools' Board of Trustees. You are scheduled to meet with an investigator regarding these claims Monday, December 15th at (10:30-11:00 a.m.). Coverage will be provided for your classes during your interview time. The meeting will take place in the Opportunity Room.

This was regarding a Form 1700 safety complaint against Dr. Walsh. The details of the complaint don't matter because Dr. Walsh was cleared of all responsibility but what happened next does matter. At the end of the interview the attorney said "You now have whistleblower protection. Notify me if there is any change to your employment status" and handed Lisa a handwritten note with her email address. It turns out this was the second event that qualified her for whistleblower protection.

So let me summarize. Before Thanksgiving the school superintendent knew of a major compliance problem in special ed. It was not important enough to inform the people or the special education staff. On December 15th, Lisa provided information regarding Dr. Walsh's poor handling of the safety event. On January 19 special ed compliance and the need to restructure special ed was not mentioned by Dr. Walsh to the people or board at the regular board meeting. In the beginning of February the board was told of the compliance problem (and undoubtedly more) and given the only and final solution. On or before February 12th (the day the agenda was posted) Dr. Walsh set the timing and wording of the agenda. Again, the person Lisa had whistleblower protection from set the agenda and chose the wording of the motion to remove her job from the School District when Taylor had previously proposed a solution where Plains was fully in the co-op except for the speech therapist. The timeline raises questions about retaliation. To me this is why the second method of joining the co-op was never mentioned. Dr. Walsh successfully had the board remove Lisa from the school with an excuses that, she won't bill for the students I tell her to bill for, even though that would clearly be fraud in my opinion. In no way did the board do their due diligence in this matter.

If none of the preceding Medicaid section was ever mentioned in executive sessions or private meetings, then why didn't the February 16, agenda item read join the Cabinet Mountain Cooperative as full members with an exemption for our SLP? It would have given the school an extra \$7000. The Board has an entire school full of professionals. At any point did they actually talk to anyone about the school related problems or questions other than the Dr. Walsh and the school attorney? Did the school attorney ever point out to Dr. Walsh that the SLP determines medical necessity and that trying to coerce her into billing would not be in the best interests of the school or the SLP? Was the Board aware that there is a critical state-wide shortage of SLPs and that Lisa's position may be very difficult to fill? Lisa has two separate whistleblower protection giving events against Dr. Walsh. One of them being confirmed by an attorney at Kaleva Law. To me the Board has not done their due diligence in this matter or in many matters in past months and years.

Note

<https://x.com/i/grok/share/1693817172ed4da4a3ec92e531278a64>

This is a link to a conversation with Grok about my guess on how the entire process of removing Lisa took place. Did I mention that I don't like lawyers. I always thought that executive sessions were a place where open discussions were had to protect privacy and come to a truthful decision, not a place where you have SUPER free speech rights that allow you to basically lie, slander and plot someone's demise with no consequences. This was a well executed legal maneuver but it only effects from February till now, not any of the earlier actions. The school still has a real serious legal problem.

The last page of ref [1 RIF notice](#) shows a Page from the March 12, 2026 Budget Workshop. It shows Lisa's name near the bottom right. Next to her name it says vacancy. She didn't receive the RIF papers until March 17. Oops.

[9 Board summary](#) is a talk I prepared to give at a school board meeting. Basically things that the public needs to know.

Now, if you would like to hear about maximizing Medicaid revenue and more on medical necessity, that is a longer story.

This is all just my opinion, and only mine. Ed Burnham

For fun ask your favorite AI these questions:

In Montana who determines medical necessity in schools for Medicaid paid speech therapy services?

Can a SLP be ordered, by say a superintendent, to bill Medicaid for a child that is eligible for Medicaid but does not have a medical necessity?

It works best if the AI can search the web for the state laws and rule books.