



SELPA Policy C-9

Policy and Procedures for IEP Team Referral to a Special Day Class Placement

Approved by OSC September 2, 2026

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Policy

This policy governs the referral and placement of students with disabilities into Special Day Class (SDC) programs within the Marin County Special Education Local Plan Area (SELPA). Placements under this policy refer specifically to SDCs operated by any SELPA Local Education Agency (district), including the Marin County Office of Education.

The purpose of this policy is to ensure appropriate, collaborative, and legally compliant placements for students whose needs cannot be met in their District of Residence (DOR)/District of Special Education Accountability (DSEA). The policy promotes inter-agency cooperation while supporting the equitable distribution and utilization of regional special education programs.

The implementation of this policy and its associated procedures must align with applicable State and Federal laws and regulations governing special education, including provisions of the Individuals with Disabilities Education Act (IDEA) and the California Education Code.

Referrals must be facilitated through a coordinated Individualized Education Program (IEP) team meeting, with representation from both the sending and receiving districts. Parents and guardians are integral members of the IEP team and must be involved in all decisions regarding placement.

Any student enrolled in an SDC under this policy is considered a resident of the DSEA and is enrolled in the District of Service (DOS) for programmatic purposes. Placements shall not be deemed inter-district transfers, as the student remains the responsibility of the District of Special Education Accountability. Thus, the DOS is responsible for implementing the educational program provided in the student's IEP, initiating timely communication, and collaborating with the DSEA around all aspects of the student's IEP.

The DSEA retains primary responsibility for program development and the offer of a FAPE. The DSEA also remains a proper party to initiate and/or defend any and all legal disputes, claims, complaints, due process filings or civil litigation related to student's educational program pursuant to this policy. The DOS also may be a proper party to such disputes with respect to allegations regarding a failure to implement the IEP and may be found to be independently liable for such failure.

All data produced or compiled by either the DSEA or DOS in relation to a referral to a SDC shall be considered confidential unless it can be obtained as a public record and shall not be shared with a third party without the prior written consent of the other entity. Both the DSEA and DOS shall protect the said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as each entity requires of its own personnel. Pursuant to Education Code section 49076(a)(2)(G) and 34 CFR sections 99.31(a)(1) and 99.7(a)(3)(iii), a local educational agency may share information from student records with a contractor or consultant with a legitimate educational interest who has a formal

written agreements regarding the provision of outsourced institutional services or functions by the contract or consultant. Consistent with this authorization, the DSEA and DOS agree that the disclosure of information from student records under this policy will comply with the requirements of Education Code sections 49073 et seq., the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g; 34 CFR Part 99, as amended), and any other applicable state and federal laws and regulations regarding educational records, data privacy and confidentiality, and further agree to adhere to the requirements of such laws and regulations in carrying out their responsibilities under this policy.

The District of Service and District of Special Education Accountability will defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all claims, damages, and liability arising out of the performance of this policy but only in proportion to and to the extent such claims, damages, or liability are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees. The amount of the contribution shall be determined by an informal resolution between the superintendents, or designees, going before the SELPA Governing Board and identifying who will incur the cost of this process.

If concerns arise related to the terms of this policy, the District of Service and District of Special Education Accountability are encouraged to resolve concerns at the lowest level of authority as possible. If a resolution cannot be achieved, the SELPA's Governing Board will hear and decide any unresolved disputes related to the policy at the next scheduled SELPA governing board meeting.

Procedures for IEP Team Referral to a Special Day Class Placement

Working Definitions

- **District:** All districts located within the Marin County SELPA, including the Marin County Office of Education.
- **Sending District:** The District of Special Education Accountability (DSEA); also known as “District of Residence (DOR),” referring a student to a special day class.
- **Receiving District:** The District of Service (DOS); any other district that operates a special day class and may receive a student referral for placement consideration.
- **Special Day Class:** a self-contained special educational program with a special education teacher as the teacher of record, also known as an SDC.

Eligibility and Preliminary Considerations

Referrals may be initiated when:

- 1) The DSEA does not operate an appropriate SDC at the student’s grade level;
- 2) The student’s educational needs require specialized support and services not available within the DSEA;
- 3) The DOS recommends a change in placement because the student’s educational needs require support and services not available in the current program.

Referral Process

- 1) **Parent Notification and Consent:** Parent/guardian consent is required for exchange of student information between sending and receiving district. Both the sending and receiving district shall protect student data and information for confidentiality.
 - a) The current IEP and current assessments must be provided to the receiving district at least five (5) school days in advance of any scheduled program visit. In case of preschool data, the timeline is within six (6) months.
 - b) The receiving district will acknowledge receipt of referral within five (5) business days.
- 2) **Program Observation:** Receiving district staff may observe the student as part of the placement consideration process.
- 3) **Determination of Placement:** The receiving district may deny the referral if there is no appropriate SDC at the student’s grade level, the SDC program has reached district-capacity, and/or the site lacks appropriate general education inclusive opportunities or necessary behavioral supports.
- 4) **Placement Appropriateness:** The receiving district shall provide written confirmation to the sending district that they can serve the student within fifteen (15) school days from date of referral.
- 5) **Joint IEP Meeting:** A joint IEP team meeting that includes at least one (1) district administrative designee of both the sending and receiving districts shall be convened no more than twenty (20) business days from date of referral to discuss student information

and observation by receiving district staff. The sending district will accommodate IEP team member participation by video, phone, or in-person.

- a) The sending district representative attending the IEP will facilitate the IEP meeting, designate a note-taker prior to the IEP meeting, which may be the receiving district representative, and make the formal offer of FAPE.
- b) The sending district shall finalize the IEP document within seven (7) calendar days of the IEP team meeting and distribute the IEP for signatures from all relevant parties and affirm the IEP in SEIS.

Placement Process

Transportation, Specialized Equipment, and Records: Upon receipt of parental consent, the sending district will coordinate transportation, transfer of specialized equipment, and records.

- 1) The sending district will transfer the student record in SEIS to the receiving district.
- 2) The receiving district will provide access to the DSEA identified administrator and all service providers.
- 3) The sending district will arrange for and provide all necessary specialized equipment and materials consistent with the student's IEP upon placement.
- 4) The receiving district will collaborate with the DSEA in the identification of any necessary low incidence materials and equipment and potential sources to acquire low incidence materials and equipment in a timely manner.
- 5) The sending district will coordinate special education transportation and bears fiscal responsibility for transportation.

After Placement Process

- 1) **Schedule Annual (Plan Review) IEP Meeting:** The DOS representative will contact the DSEA and other IEP team members at least sixty (60) calendar days prior to the due date of an annual (plan review) IEP to schedule an IEP meeting.
- 2) **Parent Request for IEP Meeting:** Within one (1) business day of receipt of a request by a parent for an IEP meeting, the DOS will notify the DSEA and facilitate scheduling of meeting.
- 3) **Notice of Meeting:** The DOS will send Notice of Meeting with an excusal form, if appropriate, at least ten (10) calendar days prior to the IEP meeting.
- 4) **IEP Attendance:** A DSEA administrator/administrative designee will attend all IEP meetings in cooperation with DOS personnel.
- 5) **IEP Note-Taker:** The IEP Note-Taker will be identified and mutually agreed upon at the start of the IEP meeting.
- 6) **Draft IEP:** The DSEA will have access to review IEP documents in SEIS prior to the IEP meeting. The DOS will ensure that the DSEA representative receives a copy of all draft IEP documents sent to the parent/guardian prior to the IEP meeting.
- 7) **Interpretation/Translation Services:** The DOS will attempt to provide IEP-related interpretation or translation services utilizing appropriate staff members, when necessary. When staff are unable to provide the service, the DSEA will be notified accordingly and the DOS shall arrange for a private agency to provide the service, to be billed at cost to the DSEA, unless the DSEA elects to provide the interpreter or translator.
- 8) **Delivery of FAPE:** The DOS will provide all services identified as its responsibility in the

IEP. If the DOS is unable to implement any portion of the IEP and believes the student cannot receive a FAPE in its program, the DOS shall provide written notice thereof to the DSEA. As necessary, the DSEA and DOS shall coordinate and conduct an IEP meeting.

- 9) **Request for Assessment:** If the parent/guardian requests that a student placed in a special education program operated by the DOS be assessed for additional IEP eligibility and/or services, or makes any request requiring action by the DSEA, the DOS shall within one (1) business day provide notice to the DSEA so that the DSEA may evaluate the request/recommendation and respond within the appropriate timeline. In collaboration with the DOS, the DSEA will identify the appropriate assessor(s) to complete the requested assessment.
 - a) If Prior Written Notice (PWN) is required, the PWN will be written by the DSEA in collaboration with the DOS. The DSEA shall be responsible for sending the PWN to the student and their parent/guardian.
- 10) **Triennial (Re-evaluation):** The DOS will conduct triennial (re-evaluation) and/or assessments to determine student eligibility for additional related services.
 - a) Under any circumstance, the DSEA may request to utilize its own service provider(s) by making a request in writing to the DOS representative/designee.
 - b) The agency that conducts the assessment is responsible for developing the Assessment Plan, soliciting parent consent, completing the assessment(s) in timelines outlined in state and federal law, and scheduling an IEP meeting to share assessment results.
 - c) The DOS will contact the DSEA and other IEP team members at least thirty (30) days prior to the due date to schedule an IEP team meeting.
- 11) **Related Services¹:** Unless otherwise agreed by the DSEA and DOS, the DOS will be responsible for the provision of related service(s) for which the student is deemed eligible.
- 12) **IEP Implementation:** The DOS will track the delivery of IEP services at the end of each month and make available for review by the DSEA, upon request.
- 13) **Attendance Logs:** The DOS will provide the DSEA with a monthly attendance log of all DSEA students enrolled in the DOS programs, upon request.
- 14) **Student Discipline:** The DOS will notify the DSEA when a student has received a suspension. The DOS will provide the DSEA with a copy of the suspension notice sent to the parent/guardian.
- 15) **Manifestation Determination:** A Manifestation Determination meeting will be held in accordance with IDEA through the cooperation of the DSEA and DOS when necessary.
- 16) **Progress Reporting:** Progress reports will be provided as specified in the student's IEP. The DOS will provide the DSEA with notice via email that progress has been reported.
- 17) **Costs/Billing:** Students served in an SDC outside their DSEA may be transferred from the DOS's count to the DSEA's count for the purpose of determining MCOE Regionalized Excess Costs. This adjustment provides a "credit" to the DOS in the MCOE Excess Cost distribution for services rendered.
 - a) The DOS and DSEA will enter into a written agreement specifying financial

¹ The DOS shall provide the DSEA with information regarding the services offered by the DOS in the DOS SDC upon referral. If a student is deemed eligible for a service not provided by the DOS within its SDC, then it is the responsibility of the DSEA to provide the required service(s) upon placement.

responsibility for any costs associated with services in excess of the standard level of service² provided within the SDC. Unresolved cost disputes may be referred to SELPA mediation or formal dispute resolution.

- b) The DOS and DSEA may enter a Memorandum of Understanding for the provision of special education services to a student served in a special day class and not be included in the count for determining MCOE Regionalized Excess Costs. A copy of the Memorandum of Understanding between the DSEA and DOS shall be provided to the SELPA Director.

Legal Disputes and Resolution Process

When an appropriate placement cannot be identified:

- 1) The sending district notifies the SELPA Director in writing, providing documentation of rejected placements and justifications.
- 2) The SELPA Director reviews all materials, consults with districts, and may direct participation in a placement IEP meeting.
- 3) If disagreement persists, either party may appeal to the Operational Steering Committee (OSC), whose decision is binding unless formally contested through dispute resolution or due process channels outlined in the Local Plan.
- 4) If a legal dispute arises regarding a student's educational program and/or the DOS assessment(s), the DOS will fully cooperate with the DSEA, including but not limited to making its employees and documents available for testimony and documentary evidence.

The DOS shall indemnify and hold the DSEA harmless from any adjudicated liability related to the DOS's negligent, reckless, unlawful or intentional acts arising out of its obligations under this policy and procedures. In the event that an administrative body or court of law determines that the claim of a student arises out of the negligent, reckless, unlawful or intentional acts of the DOS, the DOS will be obligated to provide a contribution to the DSEA in accordance with its proportionate share of liability. The amount of the contribution shall be determined by an information resolution between the superintendents, or designees, going before the SELPA Governing Board and identifying who will incur the cost of this process.

Addendum: Incarcerated or Unidentified DOR Youth

In cases involving court-dependent or incarcerated youth without a Marin-based DOR, the SELPA assumes responsibility for coordination of identification, assessment, and placement. SELPA may contract with Marin districts to provide services, with funding drawn from designated SELPA budget allocations. Responsibility reverts to an identified district upon change in legal status or determination of residency.

² The DOS shall provide the DSEA with information regarding the standard level of service offered by the DOS in the DOS SDC upon referral. If a student is deemed eligible for a service not provided by the DOS within its SDC, then it is the responsibility of the DSEA to provide the required service(s) upon placement.

Legal References

34 CFR §300.00 FAPE
34 CFR §300.42 IEP
34 CFR §300.343 IEP Meetings
34 CFR §300.344 IEP Team
34 CFR §300.345 Parent Participation

California Education Code §56340-56347
Instructional Planning and Individualized Education Program