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Contract Number: C-00018919

CONTRACT

This Contract is entered into between WestEd and Davis Joint Unified School District (JUSD)

SECTION A: CONTACTS

Davis Joint Unified School District (JUSD) Technical Contact:

Amari Watkins
Associate Superintendent of
Business Services
526 B Street
Davis, CA 95616
P: 530-757-5300 x 122
awatkins@djud.net

WestEd Technical Contact:

Dona Meinders
Project Director
P: 916.492.4013
dmeinde@wested.org

WestEd Contracts Contact:

Contracts Management
Department
730 Harrison Street
San Francisco, CA 94107
P: 415.615.3136
contracts@wested.org

WestEd Billing Contact:

Tulin Wu
A/R Manager
4665 Lampson Avenue
Los Alamitos, CA 90720
P: 562.799.5188
twu@wested.org

SECTION B: WORK OR SERVICES

1. Contract Term:

Start Date: 01/17/2022

End Date: 09/30/2022

2. Work or Services to be completed by WestEd (brief description):

See Exhibit 1, Scope of Work.

3. Maximum Fees and expenses: **\$48,000.00**

4. Attachments:

The parties agree to comply with the terms and conditions of the following attachments which are by this reference made a part of this Contract.

See Attached:

<input checked="" type="checkbox"/>	WestEd Terms and Conditions
<input checked="" type="checkbox"/>	Exhibit 1, Scope of Work
<input type="checkbox"/>	Additional Attachments:

SECTION C: PAYMENT

Payment Schedule:

This is a Fixed Price contract.
50% shall be due upon execution of contract.
50% shall be due upon completion of services.

Checks Made Payable to:

WestEd
Attn: WestEd Operating Account
P.O. Box 889001
Los Angeles, CA 90088-9001

Electronic Fund Transfers (EFT):

Wells Fargo Bank
ABA Number 121000248
Account Number: 4029113164

All payments must include a reference to Contract Number: C-00018919

SECTION D: AUTHORIZED SIGNATORIES

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

WestEd

Agreed and accepted:

Authorized Signature

Name: Rajwant Virk

Title: Contracts & Grants Manager II

Date: Feb 2, 2022

Davis Joint Unified School District (JUSD) ("Funder")

Agreed and accepted:

Authorized Signature

Name: Amari Watkins

Title: Associate Superintendent of Business Services

Date: Feb 24, 2022

1.0 Key Personnel: At all times during the term of this Contract, WestEd's performance shall be under the personal supervision and direction of the WestEd Technical Contact provided in Section A of the Contract cover page.

2.0 Independent WestEd Status and Responsibilities: In performing its services, WestEd shall be an independent contractor with authority and responsibility to control and direct the performance of the services required under this Contract, subject to Funder's general right to inspect work in progress to determine whether the services are being performed in accordance with this Contract. All persons hired and/or contracted by WestEd shall be WestEd's employees and/or subcontractors. WestEd shall be responsible for the accuracy, completeness, and adequacy of all services performed by WestEd's employees and/or subcontractors and shall ensure that all applicable Federal, State and County licensing and operating requirements and all applicable accreditation and other standards of quality generally accepted in the field of WestEd's activities are complied with and satisfactorily met. WestEd voluntarily and knowingly assumes the entire liability (if any such liability is determined to exist) to its employees and/or subcontractors or to other persons for all loss, damage, or injury caused by WestEd's employees and/or subcontractors in the course of their employment and/or contract. WestEd shall be responsible for payment of applicable income, social security, and other Federal, State or County taxes and fees, and all statutory benefits including, without limitation, Workers' Compensation, Unemployment Insurance and Temporary Disability Insurance.

3.0 Non-Discrimination in Employment: No person shall on the ground of race, religion, citizenship, color, disabilities, national origin, sex, age, political affiliation, service in the uniformed services, genetic information or genetic characteristics, ancestry, marital status, sexual orientation, gender identity, pregnancy, physical or mental disability, medical condition or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded or otherwise financially assisted, in whole or in part with funds made available hereunder.

4.0 Termination: It is mutually agreed that either party may terminate this Contract by giving thirty (30) calendar days advance, written notice. Should Funder choose to exercise this termination clause, WestEd shall be paid for all work completed up to and including the date of termination and any non-cancelable obligations. WestEd agrees to submit all final invoices with respect to this Section 4.0 within ninety (90) days of termination of this Contract. See Section 11.0 for specifics regarding notice.

5.0 Intellectual Property Ownership: WestEd is the sole and exclusive owner of any newly created work developed by WestEd under this Contract. WestEd hereby grants to Funder a nonexclusive, non-transferable, royalty-free license to use the newly created work for non commercial purposes.

All pre-existing WestEd data and materials provided to Funder by WestEd to assist in the performance of this Contract shall remain WestEd's property. Upon expiration or termination of the Contract for any reason, Funder shall request instructions from WestEd regarding whether Funder should: (i) Erase or destroy any WestEd data and/or materials maintained by Funder; or (ii) Return the data and/or materials to WestEd. This provision shall survive termination of this Contract.

6.0 Indemnification: Funder agrees to indemnify and hold harmless WestEd, its officers, employees and agents from all claims, liabilities and losses by whomever asserted arising out of acts or omissions by Funder, its officers, employees and agents in the performance of this Contract, except those arising by reason of the sole negligence of WestEd, its officers, employees and agents. This provision shall survive termination of this Contract.

7.0 No Alteration of Contract: No alteration, addendum, modification, or waiver of the terms of this Contract shall be valid unless made in writing and signed by both parties, and no oral understanding or agreement not incorporated herein shall be binding on either of the parties. No inline delineation or alteration shall be accepted or bind WestEd.

8.0 Authority to Sign: Both parties executing this Contract acknowledge and warrant that they possess the authority to enter into this Contract on behalf of their respective companies.

9.0 Conflict of Interest: Funder and WestEd agree that, to the best of each party's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined as, activities or relationships with other persons, organizations or any other third party which would cause either party to be unable or potentially unable to render impartial assistance or advice to the other party or the other party's objectivity in performing the work might be otherwise impaired, or resulting in an unfair competitive advantage, or that Funder or WestEd has disclosed all such relevant information to the other party. Funder and WestEd agree that if an actual or potential organizational conflict of interest is discovered after this Contract is executed, each party will make a full disclosure in writing to the

other party. This disclosure shall include a description of actions which the party has taken or proposes to take, after consultation with other party, to avoid, mitigate, or neutralize the actual or potential conflict. WestEd or Funder may terminate for convenience this Contract, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If Funder or WestEd was aware of a potential organizational conflict of interest prior to the execution of this Contract or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the other party, the Contract may be terminated for default, or the parties may pursue such other remedies as may be permitted by law or this Contract.

10.0 Confidential Information: "Confidential Information" shall mean with respect to a party hereto (the "Disclosing Party"), collectively, all technical, financial and business information of any kind whatsoever, including, where appropriate and without limitation, all data, specifications, research projections, processes, techniques, technology, ideas, know-how, improvements, inventions (whether or not patentable or copyrightable), trade secrets, formulae, information concerning research or development by or for the Disclosing Party, information which is or has been generated or received in confidence by or for the Disclosing Party by or from any person, and any other information as well as any and all tangible and intangible embodiments thereof of any kind whatsoever; in each case disclosed by the Disclosing Party to the other party hereto (the "Receiving Party"), or obtained by the Receiving Party through observation or examination of the foregoing, regardless of whether such information or embodiment has been marked as confidential. Confidential Information shall include disclosures in any form, whether in writing, in an electronic format (including without limitation emails, tapes, diskettes, compact disks, or other similar media), and orally (in the case of oral disclosures, only if such disclosure is identified as confidential prior to disclosure). Each party agrees: (a) to hold the other party's Confidential Information in strict confidence in accordance with this Section 10.0; (b) to exercise at least the same care in protecting the other Party's Confidential Information from disclosure as the party uses with regard to its own Confidential Information; (c) to restrict dissemination of Confidential Information within its organization to employees/personnel having a need to know in connection with the stated or defined purpose herein; (d) not to disclose such Confidential Information to third parties without the prior, written consent of the disclosing party; and (e) not to use any Confidential Information for any purpose except for the stated or defined purpose herein without the prior written consent of the disclosing party.

11.0 Notices: Any notice or other communication shall be in writing, and will be considered to have been given if delivered by hand or sent by certified United States mail, return receipt requested, or by commercial courier service to the other party at the address stated above or to such other address as may be specified by either party in a notice to the other. Notice is effective upon receipt.

12.0 Force Majeure: WestEd will not be liable for any failure to perform as required by this Contract, if the failure to perform is caused by circumstances reasonably beyond WestEd's control, such as labor disturbances or labor disputes of any kind, accidents, failure of governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease, theft, or other such occurrences.

13.0 Governing Law: This Contract shall be governed by the internal substantive laws, but not the choice of law rules, of the State of California.

14.0 Entire Agreement: This Contract, together with Exhibits hereto, is the entire agreement of the parties and supersedes any prior agreements between them, whether written or oral, with respect to the subject matter hereof.

15.0 Severability: If any provision of this Contract is found by a court to be void, invalid or unenforceable, this Contract will either be reformed to comply with applicable law or the provision in question will be stricken so as not to affect the validity or enforceability of the remainder of this Contract.

16.0 Counterparts: This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17.0 Order of Precedence: In the event of a discrepancy between these terms and conditions and any additional exhibits or attachments, the language of these terms and conditions will prevail.



Davis Joint Unified School District Scope of Work for a Review of Special Education Services

ABOUT WESTED

WestEd is a Joint Powers Agency, authorized by a California Joint Powers Agreement and governed by public entities in Arizona, California, Nevada, and Utah, with Board members representing agencies from these states and nationally. WestEd (www.wested.org) is a preeminent educational research, development, and service organization with 800 employees and 17 offices nationwide. WestEd's mission—to work with education and other communities to promote excellence, achieve equity, and improve learning for children, youth, and adults—is addressed through a full range of projects. Over the past 45 years, WestEd and its two predecessors, Far West Laboratory for Educational Research and Development and Southwest Regional Laboratory, have carried out nearly 2,000 successful projects representing major contributions to the nation's R&D resources. WestEd has from 450 to 700 active contracts and grants at any given time. Current work extends to include most states in the nation and an increasing number of other countries.

WestEd works with state and local educational agencies to support the development, effectiveness, and efficient delivery of programs to support students with disabilities. Our team includes special education program experts with experience teaching, leading, and evaluating special education programs around the nation. The team also includes experts in education finance and operations with a proven track record of assisting local education agencies to identify and implement improvements that maximize program revenues and manage or reduce program costs.

WestEd has developed a reputation for high-quality research and evaluation over the past 45 years, which makes us uniquely suited to partner with the Davis Joint Union School District to review their special education services with the goal of identifying and implementing strategies to increase effective and efficient delivery of services for students with disabilities. WestEd staff work within the culture and context of each school and district, adapting our approach to address specific challenges and leverage existing assets while building on proven strategies to support student learning.



Davis Joint Unified School District
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EXPERIENCE OF THE PROPOSING FIRM

Staff Qualifications

WestEd's evaluation team includes special and general education program, operations, and fiscal experts. The team members have worked together over the last 10 years to develop an evaluation approach that reflects their collective expertise and experience as well as the research base on effective special education systems.

This WestEd team will be led by Dona Meinders, Project Director with the support of Maura Mall, Kimberly Salomonson, and Ann Hern. The team brings deep expertise in conducting district reviews of special education programs and services, having led, or participated in more than 24 over the last 10 years. They have also led numerous special education systemic improvement and program design projects and blend their practical knowledge of special education with systemic change theory and project management skills. Hern is known in the field for her expertise on effective resource management and school finance. Hern has assisted many districts and schools with budget reviews, special education studies, program evaluations, and other consulting support.

APPROACH TO THE PROGRAM REVIEW

The DJUSD educates roughly 8300 students, 1200 of whom qualify for special education services. The District consists of nine elementary schools, three junior high schools, one comprehensive high school, one dependent charter school grades 7-12, one continuation high school, and one K-12 independent study school. DJUSD operates special education programs for students in preschool from age three through 12th grade. Adult students who require special education services through age 22 attend school through a Yolo County Office of Education program or non-public schools in the area.



Davis Joint Unified School District Scope of Work for a Review of Special Education Services

WestEd's Team Philosophy of Practice

Special education programs around the nation have received increasing attention as the accountability requirements have highlighted the learning gaps between students in such programs and their peers, while program costs continue to rise. Alarming disparities exist between the educational experiences and outcomes of students with disabilities and their peers without disabilities. The average reading scores of students with disabilities on the National Assessment of Educational Progress (NAEP) are consistently well below the scores of students without disabilities (U.S. Department of Education, 2019). National graduation rate data show that only 67 percent of students with disabilities achieved a regular diploma, compared to 85 percent of all students, in the 2016–17 school year (U.S. Department of Education, 2018b). Students with disabilities face more disciplinary action than their classmates. Although they constitute only 12 percent of the total student population, they represent 26 percent of out-of-school suspensions and 24 percent of expulsions (U.S. Department of Education, 2018a). In addition to these striking gaps between the experiences of students with disabilities and those of their peers, there are important inequities *within* the population of students who receive special education services.

There is clearly more work to be done to ensure that students with disabilities are appropriately identified for special education services, are not subject to disproportionate disciplinary action, receive high-quality instruction in the least restrictive environment, and benefit from responsive, data-driven interventions and supports that help them to achieve in the Pre-K–12 setting and beyond.

Scope of Work

WestEd's approach to reviewing the District's special education services is drawn from research that shows program quality is the foundation to providing effective and efficient special education supports and services. While our approach includes analyzing the District's special education services in terms of quantifiable productivity measures (such as staffing ratios, workflow efficiency, and assignments), we are equally attentive to the quality of supports and services and the outcomes they produce for students with disabilities.



Davis Joint Unified School District Scope of Work for a Review of Special Education Services

The Davis Joint Unified School District (DJUSD) is seeking a firm to conduct a comprehensive review of the District's Special Education program and services in order to understand more deeply what the District is doing well and what can and should be improved. The District has identified a desired scope of work to accomplish this. The WestEd team has reviewed the requested items and combined them into four tasks that are outlined below.

The table below outlines the District's desired scope of work along with the alignment to the task list that WestEd is proposing.

Table 1: Alignment of the District's Desired Scope of Work with the WestEd Tasks

DJUSD's Desired Scope of Work	WestEd's Suggested Tasks
1. Outreach (in-person, virtual, and/or written) to community of interests to understand their perspectives regarding the effectiveness of DJUSD Special Education programming, which will include outreach to: <ul style="list-style-type: none"> a. Parents b. Students receiving special education services c. DJUSD special education and general education staff d. DJUSD administrators 	Task 3
2. Review DJUSD performance and compliance reports from California Department of Education.	Task 2
3. Review the District's Special Education related policies, procedures, and student achievement data	Tasks 1 and 2
4. Review the district's implementation of the following programs as they relate to students receiving special education services; co-teaching, student success team meetings, response to intervention, and multi-	Task 3



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tiered system of supports (MTSS), Positive Behavior Intervention Systems (PBIS).	
5. Review professional development opportunities designed for general education teaching staff that promotes access to curriculum for all students.	Task 1
6. Review staffing allocations regarding special education paraeducators, including any education code requirements and/or industry standards.	Task 1
7. Review the procedures and practices for identifying the student need for paraeducator support in their IEP.	Tasks 1, 2
8. Review the procedures and practices for assessing and monitoring the ongoing student need for paraeducator support that align with the philosophy of least restrictive environment.	Tasks 1, 2
9. Review the organizational structure and staffing of the special education department to determine whether it is aligned with those of districts of comparable size and structure. a. This review will include, but is not limited to: b. Special education teacher staffing ratios, class and caseload size using statutory requirements for mandated services and statewide guidelines. c. Staffing and caseloads for related service providers, including but not limited to speech pathologists, psychologists, occupational/physical therapists, behavior specialists, ERMHS clinicians and other staff who may be related service providers.	Task 1
10. Determine whether the district overidentifies students for special education services compared to the statewide average.	Task 1



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11. Determine whether the district overidentifies students in specific race or ethnicity subgroups for special education services compared to the statewide average.	Task 1
12. Analyze whether the district provides an appropriate continuum of special education and related services for students from preschool through age 22, including placements in the least restrictive environments.	Tasks 1, 2
13. Create a report including noteworthy program achievements and prioritized program improvement recommendations that can be phased in over time.	Task 4

Overview of Tasks

WestEd's goal for this review is to provide the District with an objective analysis of its special education program, supports and services considering both effectiveness and efficiency and to make concrete recommendations for improvements moving forward. Our recommended culminating activity brings together a cross-divisional leadership team to review the data and findings and walks the team through a self-assessment process using the data to prioritize next steps and actions into a systemic approach designed to develop an overarching System of Support for all students. Our approach organizes the review into the following tasks:

- **Task 1:** Review program structures and processes through interviews with key district staff, district supplied data (i.e., district organizational chart and staffing, utilization of the District's Special Education Services program personnel, program placements, IEP process, and special education policies and procedures, etc.),
- **Task 2:** Review district and state extant data related to outcomes for students with



Davis Joint Unified School District Scope of Work for a Review of Special Education Services

disabilities and compare with a few selected comparison districts (i.e., student performance, pre-referral rates, special education indicator data including data reported to the state, and a sample of IEPs for Educational Benefit, etc.)

- **Task 3:** Collect qualitative data from district stakeholders (e.g., district staff and parents/family members) via focus groups, interviews, and surveys.
- **Task 4:** Analyze all above data to identify strengths, challenges, inconsistencies in policy implementation, and opportunities for improvement and create a report that will provide concrete recommendations for ways to improve the quality of special education programs and services as well as address cost effectiveness.

For each task, we have provided a table highlighting potential review questions that are aligned to the original scope of work. Before the project begins, the project director will meet with the District's internal leadership team to validate the review questions and ensure that the questions reflect the District's unique needs. WestEd's team will work closely throughout the review process with the internal leadership team to inform and engage them in the design of the project meaningfully and actively. Regular, ongoing meetings between the WestEd review team and the District's internal committee will provide a formal feedback loop whereby data can be collected, shared, examined, and refined. The review team has found much success building virtual communication loops and will utilize electronic media for the majority of these meetings.

Task 1: Review of Program Structures and Processes

For Task 1, WestEd will conduct a review of documents, including the Local Education Agency Plan, staffing allocations, and collective bargaining agreements. WestEd will rely on interviews and a comparison group of districts (selected in consultation with the District that are of similar size and complexity) to analyze the operational and programmatic effectiveness as well as efficiency of the current structure.



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Task 1 Review Questions	Data Collection Activities			
Task 1: Review staffing, organization structures, and utilization of the District's Special Education Services program personnel	Document Review	Data Analysis	Comparison District Data	Key Staff Interviews
1. How does the District's organizational and management structure compare to other comparable districts?	X	X	X	
2. Are current levels of staffing effective, efficient, and comparable to comparison districts?	X	X	X	
3. Are there recent changes in the District's incidence of disabilities (by type) relative to others? What practices may lead to over identification and/or services that could be offered more cost-effectively?	X	X	X	X
4. Does the District's overall organization structure contribute to effectively and efficiently complying with the law and meeting the individual needs of students?	X	X	X	X
5. Does the District have special education policies and procedures with regard to referral, evaluation, and eligibility?	X	X	X	X

Task 1 will also consider adherence with state and federal laws, and review of student demographic data to analyze the incidence of disabilities over time, key staff position descriptions, and caseload (identified students per teacher, related service providers, paraprofessional use/distribution, etc.) and workload (activities performed inclusive of caseload and other duties not reflected as caseload). For this portion of the analysis, staffing levels will be compared to state averages and data from the comparison group in a normalized metric of students per position. From this analysis, WestEd will provide the District with specific recommendations that support maximizing organizational



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effectiveness and efficiency that aligns both human and fiscal resources to meet the needs of students with disabilities.

Task 2: Review and Analysis of District and State Extant Data Related to Outcomes for Students with Disabilities

The effectiveness and efficiency of pre-referral intervention processes and support processes (MTSS, RtI, PBIS, Co-teaching, etc.), are integrally related to the overall success of special education services offered in a district. WestEd’s analysis will be multifaceted and include consideration of student achievement and performance data, participation and exit criteria and data for intervention programs, referral rates, and post-intervention support to special education programs to identify trends among students referred to special education.

Task 2 Review Questions	Data Collection Activities				
Task 2: Review and analysis of district and state data related to outcomes for students with disabilities for Davis Joint Union School District and a few selected comparison districts (i.e., student performance, special education indicator data, pre-referral process, IEP process, review of a sample of IEPs for Educational Benefit, etc.).	Document Review	Data Analysis	IEP Reviews	Focus Groups	Classroom Observation
1. What is the current pre-referral process?	X		X	X	
2. How effective is the current pre-referral process? a. Is it being implemented with fidelity across the district? b. Are the number of pre-referrals/referrals consistent over time and across the District?	X	X	X	X	
3. To what extent does the general education program embed tiered interventions and supports for students with disabilities?	X	X	X	X	X



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Task 2 Review Questions	Data Collection Activities				
Task 2: Review and analysis of district and state data related to outcomes for students with disabilities for Davis Joint Union School District and a few selected comparison districts (i.e., student performance, special education indicator data, pre-referral process, IEP process, review of a sample of IEPs for Educational Benefit, etc.).	Document Review	Data Analysis	IEP Reviews	Focus Groups	Classroom Observation
4. Does the current IEP development process attend to required elements and offer services consistent with the identified needs of students?	X	X	X	X	
5. Does the current IEP development process attend to required elements and offer services consistent with the identified needs of students?	X	X	X	X	X
6. Are staff adequately trained to prepare and support effective and efficient IEPs?	X	X	X	X	X

WestEd will review extant data to determine the effectiveness of all programs and services provided to the students receiving special education services. We will also evaluate the effectiveness of the pre-referral process by examining the effectiveness of general education intervention mechanisms, the SST process, and the existing special education identification processes including District policies, procedures and processes regarding referral, evaluation, eligibility, and placement.

WestEd will review a sample of IEPs that are representative of the district's special education population in terms of disability category, gender, age, ethnicity, and English learner status to determine if the design of the IEP was reasonably calculated to provide educational benefit. The Educational Benefit Review process provides a structured way to determine whether an IEP is reasonably calculated to provide educational benefit. The purpose of the review is to look for alignment in and cohesion of the IEP in meeting



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student's needs. The review will gauge whether the selected sample of IEPs are designed to enable students to make progress. Each IEP will be reviewed with guiding questions developed through collaboration with the district to look for consistent connections between the components of the IEP.

We will include supplementary aids and services that help the student access the general education curriculum in the IEP review. The review of IEPs will ideally occur before site visits so that instruction can be observed against which the IEP can be assessed. IEP data will be collated and interpreted for themes to provide recommendations in developing IEPs that meet compliance and educational benefit.

The above data will be complemented by information gathered through policy and data reviews, interviews, and observations to identify differences between policies and procedures and current practice. WestEd will provide recommendations on the efficiency of the pre-referral process through examining progress monitoring data, current pre-referral implementation patterns, and the existing special education referral, evaluation, and eligibility determination process.

Task 3: Collection of Qualitative Data from District Stakeholders Via Focus Groups, Interviews and Surveys



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Task 3 Evaluation Questions	Data Collection Activities				
Task 3: Collection and analysis of data from focus groups, interviews and surveys from district stakeholders including parents.	Surveys	Document Reviews	Focus Groups	Interviews	Classroom Observation
1. Does the current organizational and management structure positively impact the provision of supports to schools? a. Is the current structure appropriate for ensuring optimal outcomes for students receiving special education support and services? b. Are practices being implemented bridging any gaps in services?	X	X	X	X	X
2. Is the current structure of special education services optimal for ensuring improving outcomes and progress for students receiving special education support and services?	X	X	X	X	
3. Are site leaders able to provide support and teachers in the development of services for students with IEPs?	X	X	X	X	
4. Are students with IEPs provided with equitable access through inclusion in general education classes to the greatest extent possible?	X	X	X	X	X
5. How are eligibility and placement decisions for special education services made? a. Are the special education identification processes and placement procedures clearly communicated to all staff? b. Are procedures in place for appropriate exit strategies from special education?	X	X	X	X	



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Task 3 Evaluation Questions	Data Collection Activities				
Task 3: Collection and analysis of data from focus groups, interviews and surveys from district stakeholders including parents.	Surveys	Document Reviews	Focus Groups	Interviews	Classroom Observation
6. Are appropriate discipline policies and procedures in place for students receiving special education services?	X	X	X	X	
7. Are students who are English Learners and also have an IEP receiving the appropriate culturally responsive services and supports in addition to their special education supports and services to address their language needs?	X	X	X	X	X

Task 4: Develop a Report to Provide an Analysis of Data to Identify Strengths, Challenges, Inconsistencies, and Opportunities for Improvement

WestEd will assess the structure and quantity of related services, out of district placements (including but not limited to, nonpublic schools and agencies, other districts), and contracted services by assessing the level of and criteria for providing related services (e.g., transportation, speech and language pathologist, occupational therapy, physical therapy, behaviorist, etc.) with the goal of identifying possible cost saving opportunities by restructuring current program offerings and/or policies that contribute to out of district placements.



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Task 4 Review Questions	Data Collection Activities					
Task 4: Analysis of all data to identify areas of inconsistency and provide recommended strategies for quality program delivery.	Document Review	Data Analysis	Comparison Group Data	Interviews	Focus Groups	Classroom Observations
1. To what degree are current special education instructional methods efficient in supporting students to meet grade level standards?	X			X	X	X
2. To what degree are current special education instructional methods efficient in supporting student progress in the grade level curriculum?	X	X		X	X	X
3. What percentage of students are receiving instruction in the general education classroom?		X	X		X	X
4. Is the quality of services aligned to District resources?		X		X	X	X
5. To what degree are current special education instructional methods efficient in supporting students to meet grade level standards?		X		X	X	X
6. To what degree are current special education instructional methods efficient in supporting student progress in the grade level curriculum?	X	X		X		X
7. What recommendations could be made for changes or improvements to districts processes, procedures, staffing, and organizational structure to increase/maximize efficiency and effectiveness of special education programs and services?	X	X	X	X	X	X

This task will include interviewing key staff to understand who provides the services and how providers are assigned to students. We will review district documents to determine the number of available service providers and their caseloads. We will also analyze any



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available data to determine service provider turnover and retention rates, and other factors, which could be related to the ability to provide the services. We will compare the results to similar school districts to determine whether the existing methods are efficient.

WestEd will conduct virtual interviews and focus groups to interview administrators and teachers regarding the implementation of current instructional methods being employed across special education settings on each campus. Interviews will allow the team to capture information about the various types of special education services being provided as well as the instructional methods that are aligned to the continuum of special education service delivery options at a site. This data will identify if current instruction within each special education setting is aligned to the standards and will reflect the content of the specialized instruction within the special education programs at each site. It will also highlight common standards aligned to special education instructional service delivery across the District, or if there are inconsistencies in instructional methods across special education programs. Classroom observations will be conducted virtually or in person, if safety protocols will allow for staff to be on site safely. If on site observations are not allowed, WestEd will be able to observe in online learning lessons. These classroom observations will allow the evaluation team to document effective inclusive practices within the LRE and identify the different types of services being provided within the continuum of special education service delivery options at a site. WestEd will adapt the observation tool to capture the information requested by the District in a succinct and standardized format. We will compare the classroom observation data with achievement and progress monitoring data to identify current instructional methods and practices across the district that produce the best student outcomes. From this analysis, WestEd will provide recommendations regarding the efficiency and efficacy of instructional methods related to grade level standards and instruction in the least restrictive environment and will have viable comparisons for the District for decision-making purposes.

Identifying the most efficient and effective instructional methods with cost-effectiveness in mind is central to this review. Ultimately, the District must provide for a “free and appropriate public education” (FAPE) that, if effective, addresses student needs and is evidenced by positive learning outcomes. Unfortunately, for many districts the highly litigious environment that has emerged around special education services has led to



Davis Joint Unified School District Scope of Work for a Review of Special Education Services

decisions that equate quantity of support with quality of services. This task focuses on examining how program services are organized and delivered to address student needs and what cost and other factors exist that impair effectiveness and efficiency.

WestEd will document all findings and recommendations into a report to the District. Our approach is designed to provide the District with a high-quality report that provides a description of all findings and recommendations, but we have found that reports require buy-in from stakeholders if their recommendations are to be followed. As a result, our approach involves providing for staff input as we conduct the review, and once the review is completed providing training and/or technical assistance to help with the implementation of recommendations.

As a culminating activity WestEd will collaborate with Davis Joint Union School District to establish and convene a cross divisional leadership team to engage in a review of data and findings from the Special Education Review completed by WestEd. The importance of a cross divisional team representing both special and general education leadership is boldly underscored as vital to the application of an equitable lens as decisions about next steps are determined. WestEd supposes special education data should not be reviewed in isolation and separate from the work of investigating how best to improve academic, behavioral, and social-emotional learning for each and every student.

PRICE PROPOSAL

Fees

Fee of \$48,000 for the comprehensive special education services review, inclusive of all project staff time, travel, and expenses. The proposal and budget are built to be flexible due to the uncertainties related to the possible school closures and travel bans due to the pandemic. If travel is not safe, staff are prepared to move to virtual school observations and increase the amount of classrooms observed equal to the travel cost savings.



Davis Joint Unified School District
Scope of Work for a Review of Special Education Services

This analysis will fully address the scope of work requested by the District, including preparation of a final report and a presentation of findings and recommendations to District staff as well as a presentation of the final report to the Governing Board. If additional meetings are required that are not described in this proposal (for example, additional days of follow-up), actual time and reasonable expenses will be negotiated. After reviewing the proposal, if the District decides the scope should be expanded or contracted, we would be happy to make modifications and provide a revised estimated fee.

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