

FOURTH AMENDMENT TO EVALUATION AGREEMENT

THIS FOURTH AMENDMENT TO EVALUATION AGREEMENT (this "Fourth Amendment") is effective September 1, 2023 (the "Effective Date") by and between the Learning Community of Douglas and Sarpy Counties, a Nebraska political subdivision (the "Learning Community"), and Board of Regents of the University of Nebraska, for and on behalf of University of Nebraska Medical Center, a Nebraska political subdivision, on behalf of the Monroe-Meyer Institute for Genetics and Rehabilitation ("MMI" and collectively, "UNMC").

RECITALS:

WHEREAS, the Learning Community and UNMC are parties to that certain Evaluation Agreement entered into by and between the parties and effective as of September 1, 2020, as amended by that certain First Amendment to Evaluation Agreement, that certain Second Amendment to Evaluation Agreement, and that certain Third Amendment to Evaluation Agreement by and between the parties (collectively, the "Agreement");

WHEREAS, under the Agreement, the Learning Community engaged UNMC to conduct the CAP evaluation and program evaluation services for the ELC Programs;

WHEREAS, pursuant to Section 2 of the Agreement, the parties desire to work cooperatively on a new Project and to set forth a new Plan and Term Amount for the period of September 1, 2023 through August 31, 2024; and

WHEREAS, pursuant to Section 21 of the Agreement, the parties hereby amend the Agreement in accordance with the terms and conditions set forth in this Fourth Amendment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. All capitalized terms contained in this Fourth Amendment that are not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
2. New Plan and Project Fee. The parties agree to the new Project and new Plan, with a Term Amount for the scope of services related to the same not to exceed \$448,067 as detailed on the sequentially numbered Exhibit "4" attached hereto ("Exhibit 4").
3. Performance Period. The Term of the Agreement shall be extended to, and continue for a twelve (12) month period until, August 31, 2024, unless earlier terminated as provided in the Agreement.
4. Payment and Billing.
 - a. The parties agree that the reference to "October 5, 2022" in Section 4(a) of the Agreement, as amended, shall be replaced with "October 5, 2023."
5. Conflict of Terms. In the event of a conflict between the terms and conditions of the Agreement and this Fourth Amendment, the terms and conditions of this Fourth Amendment shall apply.
6. Ratification and Reaffirmation. The parties do hereby ratify, reaffirm, adopt, contract for, and agree to be or continue to be, as the case may be, bound by all of the terms and conditions of the Agreement. Except as modified herein, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this Fourth Amendment by the parties is not intended to and shall not constitute a release of the parties from any and all obligations

or liabilities which they have to each other under and pursuant to the terms of the Agreement, and the parties are not released from any such liabilities or obligations.

7. Integration. The Agreement together with this Fourth Amendment, including the recitals to this Fourth Amendment, each of which are incorporated herein by this reference, constitutes the entire agreement of the parties relating to the subject matter hereof, and supersedes any prior agreements or understandings, written or oral, between the parties with respect to the subject matter hereof.

8. Counterparts. This Fourth Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which, once executed, shall be deemed an original, but all counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed and entered into this Fourth Amendment as of the date first set forth above.

LEARNING COMMUNITY OF DOUGLAS AND SARPY COUNTIES, a Nebraska political subdivision

BOARD OF REGENTS OF THE UNIVERSITY OF NEBRASKA by and on behalf of the UNIVERSITY OF NEBRASKA MEDICAL CENTER

By: 
Chief Executive Officer

By: Anne Barnes
~~XXXXX~~, ~~Director, Business & Finance~~
Finance vice Chancellor for Business & Finance

Date: July 13, 2023

Date: 7/17/2023

MUNROE-MEYER INSTITUTE FOR GENETICS AND REHABILITATION

By: Karoly Mirnics, M.D., Ph.D
Karoly Mirnics, Director

Date: 7/14/2023

EXHIBIT "4"

PROGRAM EVALUATION AGREEMENT

**Elementary Learning Centers Evaluation
Learning Communities of Douglas & Sarpy Counties
Program Evaluation Budget Justification
9/1/2023-8/31/2024**

Scope of Work:

- The scope of work covers the evaluation of programs funded through the ELC funding stream, including school and family support initiatives and projects. MMI staff will work individually with funded sites to develop an appropriate implementation of the overall Learning Community evaluation plan.
- The MMI Principal Investigator will work with the Learning Community to implement the work scope as outlined in the logic models.
- All results will be synthesized and reported for Learning Community Leadership Staff and council members. Schools will also provide administrative and outcome data for use in the evaluation.
- Data will be compiled and shared with teachers, parents, and school districts as appropriate.
- The MMI PI will complete evaluation tasks as related to the Strategic Plan as determined by the CEO.

External evaluation:

District Initiatives

- *Jump Start to Kindergarten.* MMI staff will utilize the Minnesota Executive Function Scale (MEFS) pre and post with all students to measure the impact of programming on students preparing to enter kindergarten. Parent surveys will also be collected, analyzed, and reported. A kindergarten teacher survey will be administered in the fall to determine the extent the Jump Start Program supported the students' readiness to entering kindergarten. Results will be synthesized and reported for Learning Community Leadership Staff and sub-council members.
- *Extended Learning.* Parent surveys will be collected, analyzed, and reported. Student level achievement data will be requested from districts and then analyzed.
- *Literacy and/or Instructional Coaching.* MMI staff will collaborate with area schools implementing an Instructional Coaching Model (Bellevue, Millard Omaha, Ralston, and Westside). Locally collected administrative data will be used to measure student progress (e.g., AimsWeb, MAP, Accuity, and NeSA). Focus groups and/or survey data will be conducted with staff in the spring to evaluate the implementation of literacy coaching (coaches, teachers).

Learning Community Centers

- *Learning Community Center of South Omaha.* MMI staff will work closely with LCCSO to

collect adult and child participant data (focus groups with parents, parent surveys, administrative data, adult (e.g., CASA), parent-child assessments (e.g. KIPS) and student assessments (Bateria, MEFS). Data will be collected from participants at LCCSO including the CASAs and other adult measures.

- *Learning Community Center of North Omaha*
 - *Intensive Early Childhood Program (At Kellom, Conestoga, Lothrop, Franklin, Minne Lusa and Skinner. It is anticipated there will be 17 classrooms across the 6 schools involved in the evaluation process.*
 - *PreK Classroom Observation tools: Classroom Assessment Scoring System (CLASS) will be used for veteran teachers. This tool focuses exclusively on teacher-child and child-child interactions within the classroom.*
 - *Child Outcomes:*
 - *Devereux Early Childhood Assessment (DECA) will be used to measure children’s social-emotional development.*
 - *Minnesota Executive Function Scale (MEFS) will be used to measure children’s executive functioning skills in English or Spanish*
 - *Peabody Picture Vocabulary Test (PPVT) will be used to measure children’s receptive vocabulary*
 - *Bracken School Readiness Assessment (Bracken) will be used to measure children’s readiness for kindergarten*
 - Focus groups and/or surveys will occur with coaches, teaching staff and/or principals.
 - *Family Navigators: Review of service plans by UNMC LCSW to examine quality, goals, and progress of families. Feedback is provided twice per year to the service providers and supervisor(s).*
 - *Parent University: analyses of family data (e.g., surveys, administrative data, and KIPS, course outcome data as relevant), child data and focus groups.*
- *Third Learning Community Center*
 - Develop logic model in collaboration with stakeholders
 - Evaluate pilot programming
 - Track participants including numbers, demographics and the subcouncils represented.
 - Participate in Advisory Committee meetings to develop programming and evaluation pieces in collaboration with other committee members.

Impact Evaluation Planning

- Develop an impact evaluation plan in collaboration with stakeholders including the management team, ELD members and other interested parties
- Schedule and facilitate planning meeting to identify evaluation questions, data sources, key performance indicators, and potential measures
- Present the plan for approval to begin in 2024-2025

Administrative Activities:

- The MMI Principal Investigator will participate in the Learning Community Evaluation Management Team meetings (approximately monthly).
- The MMI Principal Investigator will work with the Nebraska Department of Education and districts as applicable to collect student demographics and assessment data including NWEA-MAP and the statewide assessment scores.
- The MMI Principal Investigator and her team will also serve in a planning role regarding developing birth to five programs across the LC.
- FAN trained personnel will deliver FAN training and mentoring to the staff members selected by LC leadership at both LCCNO and LCCSO.
- MMI staff will collaborate with members of individual districts to obtain approvals including district research requests, where applicable.

- MMI staff will analyze all observation, participation, demographic, and survey data and prepare an Annual Evaluation Report to be submitted to the Executive Director.
- PI will co-present at national and local conferences as requested.

Personnel:

J. Johnson, Ed.D. (.20 FTE), Principal Investigator (PI) will be responsible for developing, overseeing, and implementing the evaluation plan for all programs funded by the Learning Community of Douglas and Sarpy Counties' Elementary Learning Centers funding stream. She will supervise the evaluation staff in data collection and debriefing activities. Dr. Johnson will also be responsible for overseeing data collection, data analysis, dissemination of formative and summative findings, participation with the Learning Community management team, participation in the 3rd Center Advisory Committee and completion of identified reports.

Ananya Tiwari, Ph.D. (.15) will support the analyses and report writing on the project. Dr. Tiwari will also be involved in the planning and development of an impact evaluation plan.

K. Price (.40) Assistant Project Director will assist in the evaluation of the project, data collection, and will be responsible for coordinating the components of IEC and Parent University of the evaluation project. She is also the lead FAN trained facilitator and will guide the work and mentoring with another FAN trained program evaluator, K. Jones.

S. Baird, J. Harmon, C. Villanueva, N. Buchholz, K. Dietrich, Y. Estrada, L. Villagomez, J. Finkle, L. Fritz, O. Arroyo-Martinez, N. Orozco, S. Spencer, A. Baldwin, B. Zessin, and K. Jones (3.35 FTE) will assist in evaluation of the project including administering individual child-level assessment, conducting classroom observations, collecting family data, translating survey and focus group items, and conducting focus groups and interviews as required by the projects.

Chloe Hackett Data Entry (0.15)—will be responsible for data entry.

Andreea Schroeder-Stangler (0.10) will assist with any data entry checks, double scoring, and other administrative duties as assigned to support the project.

M. Young-Oestmann, (.20 FTE) will be responsible for day-to-day administrative tasks including editing and working with the communication team of the Learning Community.

Fringe Benefits: University benefits include contributions to health insurance, life insurance, retirement, and social security.

Travel: This will include local travel to assist in site visits and to attend meetings as identified and travel for presentations.

Supplies/Equipment: Supplies will include general office supplies and assessment materials (Bracken SRA kits, assessment protocols, CLASS protocols, CASA and online reliability processes). Equipment will include iPads, computers and office furniture as needed.

Operating:

MEFS Contract: Fees for MEFS online protocols.

Fees for certifications. Will include payments for staff members to obtain and maintain reliability on the Pre-K, K-3 CLASS and KIPS certification. Includes training on the newest version of CASA.

Incentives. Will be gift cards to pay teachers, childcare staff, and parents to participate in focus groups and complete assessments.

Copy and Print: Will be used to make copies of materials for site reviews and meetings and funds to support the printing of reports.

Telephone: Will be used to support costs of webinar, conferencing, surveying and telephone

support for ongoing coordination with local sites and the Learning Community.

Administrative Costs: This will include support for ongoing administrative support, computer maintenance, information technology, and accounting support for business and other administrative activities related to the contract.

Learning Community
Elementary Learning Center Evaluation
 Education and Child Development
 09/01/2023 - 08/31/2024

	FTE ----- -	Total -----
Personnel:		
J. Johnson	0.20	27,567
A. Tiwari	0.15	11,759
L. Villagomez	0.10	5,900
K. Price	0.40	28,175
A. Baldwin	0.25	14,621
J. Finkle	0.15	8,460
L. Fritz	0.15	9,798
C. Villanueva	0.25	17,278
S. Spencer	0.25	14,492
J. Harmon	0.25	17,742
O. Arroyo-Martinez	0.35	19,202
C. Hackett	0.15	7,347
K. Dietrich	0.20	12,311
M. Young-Oestmann	0.20	10,662
N. Buchholz	0.25	16,939
R. Zessin	0.20	13,782
K. Jones	0.20	12,940
S. Baird	0.10	6,801
N. Orozco	0.35	18,296
A. Schroeder-Stangler	0.10	3,848
Y. Estrada Garcia	0.30	17,336
Sub-total	4.55	295,257
Fringe Benefits		90,677
Travel		1,200
Supplies		3,000

Operating:

Contractors for Assessments	2,000
MEFS contract	3,000
Fees for Certifications	4,000
Incentives	6,000
Printing / Copy Services	1,500
Telephone	700
Administrative Service Fee	40,733

Total	448,067
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