Kansas State Department of Education
District Dynamic Learning Maps (DLM) Assurances Form
2018-2019 DLM State Assessment Participation Data

Requirement 3 (§200.6(c)(4)(iii)): Provide assurances that the state has verified that each LEA that the state anticipates will assess more than 1.0 percent of its assessed students in a subject using the AA-AAAS (DLM) did the following: (A) followed the state's participation guidelines; and (B) will address any disproportionality in the students taking the AA-AAAS (DLM).

Note: This information will be available to the public. Do NOT include student personal identification information. (34 CFR 200.6(c)(3)(iv))

Section One: District Information

USD 373 - Newton Public Schools
District Name

373
District USD#

Reagan Seidl
Person to Contact about this Form

(316) 284-6580
Phone Number

Section Two: District Assurances

The LEA must submit assurances for each of the following five items:
Place an "X" in the box or boxes that apply to your district.

☒ 1. Individualized Education Program (IEP) teams have correctly identified students with the Most Significant Cognitive Disability. http://www.ksde.org/Default.aspx?tabid=887

☒ 2. The district has measured the achievement of, at least 95% of all students, including students with disabilities in tested grades.

☒ 3. Students who will be participating in an alternate assessment receive instruction aligned to the alternate academic achievement standards, the Essential Elements.
https://dynamiclearningmaps.org/erp_ie https://dynamiclearningmaps.org/sci_resources

☒ 4. Parents are informed of their child's participation in an alternate assessment and implications of participating.

☒ 5. Addresses any disproportionality in the percentage of students in any subgroup taking the alternate assessment.

Section Three: District Acknowledgement

I understand that the assurances submitted will be posted by KSDE in accordance with federal regulations. (34 CFR 200.6(c)(3)(iv))

By submitting this form, the district verifies that all students participating in the DLM meet the KSDE participation criteria (http://www.ksde.org/Default.aspx?tabid=887) or will request technical assistance to meet the criteria (https://www.ksdetasn.org/).

Deborah J. Herman
Signature of Superintendent

8-6-19
Date

Reagan Seidl
Signature of Special Education Director

8/6/2019
Date

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PresenceLearning

Service Order Form

Customer Name and Contact Information

Name: Harvey County Special Education Cooperative - KS
Address: 308 E 1st St Newton, KS

Customer Primary Point of Contact

Name: Reagan Seidl
Email Address: reagan.seidl@usd373.org

Customer Secondary Point of Contact

Name: Amber Warsnak
Email Address: amber.warsnak@usd373.org

PresenceLearning Contact Information

Name: Sarah Limberg
Email Address: sarah.limberg@presencelearning.com

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Service Order Form

1. Services

Service	Student Quantity	Price per Service	Service Total
Service License - SLP	63	$1,812.00	$114,156.00
Service License - OT	0	$1,812.00	$0.00
Service License - BMH	0	$1,812.00	$0.00

2. Assessments

Service	Student Quantity	Price per Service	Service Total
SLP Assessment	0	$375.00	$0.00
OT Assessment	0	$375.00	$0.00
BMH Assessment	0	$500.00	$0.00
Assessment Bilingual SLP	0	$500.00	$0.00
Screenings by SLP	0	$55.90	$0.00
Screenings by OT	0	$55.90	$0.00
Screenings by SLP BI	0	$100.90	$0.00
Evaluation Review of Records by SLP	0	$357.90	$0.00
Evaluation Review of Records by OT	0	$357.90	$0.00
Evaluation Review of Records by BMH	0	$357.90	$0.00

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Service Order Form

Minimum Fees Per Service Order	$114,156.00
Assessments Commitment	0
Flat Rate Assumptions	Assumed Average Therapy Prescription: 30 minutes Assumed Average Scheduled Group Size: 1.3 students
Psychoeducational Assessment Commitment	$0.00
Document Camera	$85.00 (each)
Term	July 1, 2019 through June 30, 2020

Modified Terms

Customer Form DA-146a and Data Sharing Agreement are hereby incorporated and made part of the Agreement. In the event of any conflict between this Service Order and the Master Service Agreement, this Service Order shall control, and which will control over the Customers Form DA-146a and Data Sharing Agreement.

The following modification to the MSA are hereby incorporated to this Service Order.

Section 5.1 The following sentence is added to this subsection: "To the extent allowed by Kansas law, Customer shall indemnify and hold PresenceLearning harmless against any and all claims, demands, damages, liabilities and costs (including attorney's fees) incurred by PresenceLearning which directly or indirectly result from, or arise in connection with, any breach of Customer's obligations or representations under this Agreement and/or negligent act or omission or willful misconduct of Customer, its agents, or employees, pertaining to its activities and obligations under this Agreement."

Section 10. The following sentence is added to this section: "To the extent not required to be disclosed by the Kansas Open Records Act, the district will comply with the confidentiality provisions of this agreement."

Section 12. Governing law is modified so that the agreement will be governed by the laws of the State of Kansas.

The following modification to the Data Sharing Agreement are hereby incorporated to this Service Order.

Section 1. The final sentence of Section 1 is modified as follows: “At the conclusion of this agreement Vendor agrees to destroy all personally identifiable information and data relating to USD 373's Students and/or Employees that Vendor may have in its possession, except that data which Vendor determines is necessary for business operations or required by applicable laws and rules and regulations.”

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Service Order Form

Except as expressly set forth in this Service Order, the parties agree to be bound by the terms of the PresenceLearning Master Services Agreement available at https://www.presencelearning.com/tc/flat-rate/, which is incorporated herein by reference. This Service Order and the MSA together constitute the entire agreement between PresenceLearning and Customer governing the services and products referenced above (the "Agreement"), to the exclusion of all other terms. To the extent there is any conflict between this Service Order and the MSA, this Service Order shall govern. The signatory below represents that he or she has the authority to bind Customer to the terms of this Agreement. The terms of this Service Order are PresenceLearning confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of July 1, 2019 (Effective Date).

PresenceLearning, Inc.	Customer
By:	By: DocuSigned by: Reagan Seidl D18D2A1425AC409...
Name:	Name: Reagan Seidl
Title:	Title: Director, HCSEC
Date:	Date: 2019-08-06