



August 13, 2019

The document enclosed is the revised Tyler Regional Day School Program for the Deaf (RDSPD) Shared Services Agreement. This document has been reviewed and approved by legal counsel as well as Tyler ISD Board of Trustees. This agreement allows students that are identified as having hearing loss, and meet eligibility criteria, to receive specialized services from a certified teacher of the deaf, and other related services providers, allowing for full and comprehensive educational access.

Your district may or may not currently have students receiving consult or direct services from Tyler RDSPD; however, please move forward in having your Board of Trustees review and sign this document so that we can meet the needs of future students. As always, we consider it a privilege to work collaboratively in providing systems of services to meet the needs of the deaf and hard of hearing students within your district.

Please contact me at 903-262-1032 if you have any questions.

Sincerely,

Kathy Robertson  
Coordinator Tyler RDSPD

Please return signed documents to the following address.

Tyler ISD RDSPD  
Kathy Robertson  
807 W. Glenwood  
Tyler, TX 75701

**TYLER REGIONAL DAY SCHOOL PROGRAM  
FOR THE DEAF**

**SHARED SERVICE AGREEMENT**

Tyler Independent School District (TISD), an accredited kindergarten through grade twelve (12) school district, shall provide a Regional Day School Program for the Deaf (RDSPD) as described herein under the authority of Education Code § 29.007 and Texas Government Code §791.001 et seq., as the Tyler Regional Day School Program for the Deaf (Tyler RDSPD) acting as fiscal agent, for students in the following member districts:

Anderson County Special Education Cooperative (Neches, Westwood, Slocum, Cayuga, Elkhart, Frankston ISDs), Athens ISD, Bullard ISD, Chapel Hill ISD, Cherokee County Special Education Cooperative (New Summerfield ISDs, Rusk ISDs), Brownsboro ISD (Chandler ISD), Jacksonville ISD, Lindale ISD, Palestine ISD, Rusk County SSA (Carlisle ISD, Laneville ISD, Leverett's Chapel ISD, and Overton ISD), Tyler ISD, Troup/Arp Special Education Cooperative (Troup ISD, Arp ISD), Van ISD, Canton ISD, Grand Saline ISD, Edgewood ISD, Martins Mill ISD, Fruitvale ISDs, Whitehouse ISD, Winnsboro ISD, Winona ISD, and Wood County Cooperative (Alba-Golden, Quitman, Hawkins, Mineola, Yantis ISDs), (hereinafter "Member Districts", agree to cooperatively operate the Regional Day School Program for the Deaf under the authority of the Texas Education Code §29.007 as provided below. Member districts and fiscal agent agree that:

**GENERAL COVENANTS AND PROVISIONS**

- 1.1 The Tyler RDSPD SSA will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. §1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S. C. §794; the American with Disabilities Act, 42 U.S.C § 12101 et seq.; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; TEA's Financial Accountability System Resource Guide Volume 13, section 1.3; and the Tyler RDSPD SSA policies and administrative guidelines approved by the Management Board, if any.
- 1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.
- 1.3 The purpose of this written contract is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students who are deaf or hard of hearing. It is agreed and understood that any student who has a hearing loss which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for

the Tyler RDSPD, subject to the Admission, Review, & Dismissal (ARD) Committee recommendations.

- 1.4 PEIMS student data will be reported to TEA by the District in which the student is enrolled and receiving RDSPD services. The District that submits PEIMS student data will be considered the district of accountability for all state performance measure considerations. The Fiscal Agent and Member Districts must provide a PEIMS 011 record. Member Districts shall indicate the fiscal agent county district number (212-905) in the E0777 data element on the PEIMS 011 record.
- 1.5 Special education services for deaf or hard of hearing children will be continuously improved as necessary to meet Texas Education Agency requirements and the effectiveness of the special education services for the deaf and hard of hearing will be evaluated as a part of the annual performance report.
- 1.6 The SSA will operate under the direction of a formal management board.

#### **MANAGEMENT BOARD**

- 2.1 The Tyler RDSPD will be governed by a management board (the "Tyler RDSPD Board") composed of the Special Education Directors/Coordinators, or their designees, for the participating Member District.
- 2.2 The designee of the Fiscal Agent will serve as chairperson of the Tyler RDSPD Board and the chairperson shall designate a person or persons to maintain minutes of each Management Board meeting.
- 2.3 Actions shall require the approval of a majority of a quorum of the Tyler RDSPD Board at specified annual meeting or through electronic voting.
- 2.4 The Tyler RDSPD Board shall annually designate its regular meeting dates for conducting and reviewing the administration and operation of the shared service agreement. Unless otherwise designated, the meetings will be held by June 1. Special meetings may be called by the Chairman or the Coordinator of Tyler Regional Day School Program for the Deaf. Members of the Tyler RDSPD Board may submit requests for special meetings to the Chairman or the Coordinator.
- 2.5 The Tyler Regional Day School Program for the Deaf SSA administrator, on behalf of the Fiscal Agent, may purchase goods and services necessary to administer and operate the Regional Day School Program for the Deaf.
- 2.6 The role and responsibility of the Management Board shall be to act in an advisory capacity to the Fiscal Agent.

## **FISCAL AGENT**

- 3.1 Tyler Independent School District shall serve as the Fiscal Agent. Tyler ISD acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through grade 12. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.**
- 3.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the adopted budget. The Fiscal Agent shall provide accounting services, reports, Tyler RDSPD records, suitable facilities for special education administrative and support staff and shall perform any other responsibilities required by all Tyler RDSPD staff. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain effort.**
- 3.3 The Fiscal Agent will account for salaries and expenses of all Tyler RDSPD personnel; Tyler RDSPD operating expenses; IDEA, Part B funds; Part C funds; and in kind contributions. The Fiscal Agent will maintain personnel records and payroll systems for all Tyler RDSPD staff.**
- 3.4 The Fiscal Agent will prepare and submit, on behalf of the Tyler RDSPD, any reports or applications required by federal or state law.**
- 3.5 The Fiscal Agent may negotiate contracts with outside service providers for special education and related services from students with disabilities in accordance with law and Fiscal Agent policies. The Fiscal Agent shall require ADA compliance by each service provider.**
- 3.6 The Fiscal agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the Tyler RDSPD by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before February 1 one year preceding the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit of the Tyler RDSPD accounts, the transfer of Fiscal Agent status will become effective July 1 of the last fiscal year.**
- 3.7 Should the Fiscal Agent cease to serve, for any reason, the Tyler RDSPD Board will, by majority vote of a quorum, appoint another Member District as Fiscal Agent.**
- 3.8 Should a Local Education Agency (LEA) seek to become a Member District of the Tyler RDSPD SSA, a written request must be provided to the Program Coordinator for consideration. The Program Coordinator will submit notice of request to the Management Board for review. A motion will be made to accept or deny the requesting district into Tyler RDSPD SSA. A quorum vote may be obtained via electronic or written submission. Upon approval of the Management Board, the reconfiguration shall be submitted to each Member District Board or Trustees for approval.**

## **PERSONNEL**

- 4.1 The chief administrator of the Tyler RDSPD will be the Program Coordinator, who will be recommended for employment to the Board of Trustees of the Fiscal Agent. The Coordinator shall serve under a contract with the Fiscal Agent district and be subject to the personnel policies of the Fiscal Agent. Administrative decisions regarding daily operations of the instructional program, recommendations for employment of Tyler RDSPD staff, and approved budgeted expenditures consistent with Tyler ISD policy are within the authority of the Program Coordinator.
- 4.2 Tyler RDSPD employees are employed by the Fiscal Agent and are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Tyler RDSPD SSA operating guidelines and procedures. Additionally, the Fiscal agent retains final hiring and termination authority regarding employment of Fiscal Agent personnel.
- 4.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent with whom the employee has a contractual or employment relationship.

## **MEMBER DISTRICTS' GENERAL OBLIGATIONS**

- 5.1 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal and student records for the Tyler RDSPD operations.
- 5.2 Each Member District agrees to accurately report PEIMS student data and indicate the Fiscal Agent county district number on the PEIMS 011 record or future equivalent.
- 5.3 Student PEIMS reporting will be made by the Member District the student attends.
- 5.4 A Member District may withdraw from the Tyler RDSPD by notifying the other Member Districts of its intention to withdraw by December 1 preceding the last fiscal year the Member District intends to remain in the Tyler RDSPD. Upon delivery of such notice, the Member's withdrawal from Tyler RDSPD SSA shall be effective July 1 of the last fiscal year. The withdrawing Member District shall return any supplies, equipment, or fixtures in its possession, purchased with SSA funds, to the Tyler RDSPD offices, prior to or by the effective July 1 of the last fiscal year. Upon withdrawal of an individual Member District, the funds due the withdrawing Member District, after charges and liabilities, shall be calculated and the withdrawing Member District's share, if any, shall be distributed based on its proportionate share.
- 5.5 Each Member District shall be responsible for the employment of interpreters serving deaf or hard of hearing students attending school in the home district.

- 5.6 Each Member District will purchase assistive technology for deaf and hard of hearing students attending school in their home district.
- 5.7 Cost of residential placement for each child shall be the sole responsibility of the Member District of which the student is a legal resident with no joint or several liability of member districts.

#### **NONMEMBER PARTICIPATION:**

- 6.1 The Tyler RDSPD may provide services to students of any district that is not a member of the Tyler RDSPD SSA or to any Member District who has a student that is not enrolled in the Tyler RDSPD conditioned upon said district contracting and agreeing to pay for said services by executing a contract in the form as attached hereto as Exhibit A.
- 6.2 In order for services to continue for the following year, the district shall submit a written request, by January 10 of the current year, to be added as a Member District into the Tyler RDSPD SSA. Upon approval, the requesting LEA must provide verification of Board of Trustees approval of Tyler RDSPD SSA contract and the acceptance of the LEA as a Member District must be approved by the Fiscal Agent's Board of Trustees. Fiscal Agent will notify TEA of any changes to the Tyler RDSPD SSA on or before February 1 of the current year. Procedures will be followed as mentioned in Section 3.8 herein.

#### **FISCAL AND MEMBER DISTRICT RESPONSIBILITIES:**

- 7.1 The Tyler RDSPD will operate on a budget prepared by the Program Coordinator and Fiscal Agent Special Education Director and approved by the Fiscal Agent's Board of Trustees.
- 7.2 The Fiscal Agent shall be responsible for submitting the Tyler RDSPD proposed budget to Member Districts by June 30. Invoices for services will be distributed on or before December 1.
- 7.3 Member Districts will be charged a consult fee for services based on ARD representation for students that do or do not meet eligibility criteria.
- 7.4 Tyler RDSPD will provide annual, three-year evaluations, Audiological Evaluations, Otological Evaluations, Communication Assessments, and other special evaluation requests as deemed necessary by an Admission, Review & Dismissal Committee for students receiving direct daily services at Tyler RDSPD Fiscal Agent site-based locations.
- 7.5 For students who remain in the Member District for itinerant services, the Member District is responsible for Audiological Evaluations, Otological Evaluations.
- 7.6 For students who remain in the Member District for initial evaluation, re-evaluation or special evaluation request as a potential or existing student in need of specialized instruction that is deaf or hard of hearing, Tyler RDSPD will work directly and collaboratively with respective diagnosticians and/or campus staff to write and complete

AI evaluations. This is to include all areas of the evaluation related to implications of hearing loss. This is not to include procurement or obtainment of Audiological and/or Otological Evaluations. Member District employed Speech Language Pathologists will be responsible for securing evaluations in the area of expressive language, receptive language, and articulation as requested within the evaluation plan. Member District Speech Language Pathologists and Tyler RDSPD team member will work collaboratively to complete requested AI evaluations.

- 7.7 Member District student billing will be determined by number of individuals served as birth to two, itinerant, and site-based services as documented by enrollment and level of services per ARD, on or before the culmination of first semester and second semester according to the Fiscal Agent school calendar.
- 7.8 Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, parent advisors, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the Tyler RDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among Member Districts based upon the number of students enrolled in the Tyler RDSPD. Member Districts will be notified in writing, by June 1 of the fiscal year regarding the excess costs to be charged back to Member Districts as well as the estimated maximum total of their shared excess costs.
- 7.9 A Member District shall not be responsible for any costs associated with the Tyler RDSPD unless such Member District has a student receiving services from the Tyler RDSPD.

## **DISSOLUTION**

- 8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. Upon dissolution of Tyler RDSPD funds and any other remaining assets, after any charges and liabilities will be divided among the Member Districts, prorated in the same manner as administrative costs.

## **RISK OF LOSS**

- 9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorney fees, and settlement costs.
- 9.2 Each Member District will insure its owned or leased vehicles used in transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

## **TRANSPORTATION**

- 10.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation eligible students to each facility at which services are provided.

## **LEGAL RESPONSIBILITIES**

- 11.1 The Member District wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education (FAPE).
- 11.2 The Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.
- 11.3 If the Tyler RDSPD is named party in a legal action, costs shall be allocated between the Member Districts, who at the time of litigation have students in the Tyler RDSPD program. Shared allocated costs will be determined by student count within each district proportionally.
- 11.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship.
- 11.5 The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.
- 11.6 Should the Fiscal Agent incur costs as a result of any litigation against the Shared Service Arrangement, such costs shall be allocated between the Member Districts who at the time litigation have students in the Tyler RDSPD program. Shared allocated costs will be determined by student count within each district proportionally.
- 11.7 The Member Districts of this Shared Services Arrangement contract agree to negotiate in good faith in the effort to resolve any dispute related to the contract that may arise from Member Districts. If the dispute cannot be resolved by negotiation, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties of the dispute and shall share the cost of mediation services based upon an equal split between the Member Districts.



## **PEIMS**

- 12.1 Each Member District shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA requirements. Each Member District, in which a student attends school, will prepare all required PEIMS student data reports on the 163 Record for students receiving Tyler RDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that the Member District will reimburse the Tyler RDSPD in an amount to be equal to the amount of the PEIMS funds that would have been assigned to the student who received services.
- 12.2 Member Districts are held responsible for timely and accurate PEIMS reporting of all 3-21 (IDEA B) students receiving services from Tyler RDSPD.
- 12.3 Tyler RDSPD will provide timely and accurate PEIMS reporting of all birth-two (IDEA C) for both Member Districts and Fiscal Agent District.
- 12.4 Tyler RDSPD administrator will submit, to Member District PEIMS designee, an electronic PEIMS student and district specific data entry guide to support the completion of the 163 and 011 PEIMS Records. This electronic document will be submitted prior to PEIMS Snapshot in accordance with TEA dates. PEIMS student and district specific data entry guide will be simultaneously electronically copied to both Member District PEIMS designee and the Member District Director of Special Education Services.

## **THE AGREEMENT**

- 13.1 This agreement will be automatically renewed by each Member Districts annually unless notice of withdrawal or dissolution is given under the terms of this agreement.
- 13.2 This agreement will supersede all previous agreements among the parties in relation to the operation of the Tyler RDSPD and responsibilities under any prior Tyler RDSPD agreement.
- 13.3 This agreement is governed by the laws of the State of Texas.
- 13.4 This agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 13.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of the Agreement will remain in effect.
- 13.6 Citations of and references to any specific federal or state statute of administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

- 13.7 The effectiveness of this Agreement is conditioned upon the approval of the Texas Commissioner of Education, pursuant to Education Code §29.007.
- 13.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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**ALBA-GOLDEN INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

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**ATHENS INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

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**ARP INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

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**BROWNSBORO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

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**BULLARD INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

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**CANTON INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_  
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**CARLISLE INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_

**CHAPEL HILL INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_  
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**CAYUGA INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_  
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**EDGEWOOD INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_  
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**ELKHART INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_  
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**FRANKSTON INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_  
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**FRUITVALE INDEPENDENT SCHOOL DISTRICT**

Board President \_\_\_\_\_ Date \_\_\_\_\_

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**GRAND SALINE INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**HAWKINS INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**JACKSONVILLE INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**LANEVILLE INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**LEVERETT'S CHAPEL INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**LINDALE INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**MARTIN'S MILL INDEPENDENT SCHOOL DISTRICT**

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Board President

Date

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**MINEOLA INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**NECHES INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**NEW SUMMERFIELD INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**OVERTON INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**PALESTINE INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**QUITMAN INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**RUSK INDEPENDENT SCHOOL DISTRICT**

Board President

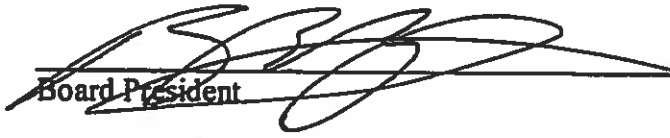
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**SLOCUM INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**TYLER INDEPENDENT SCHOOL DISTRICT**

  
Board President

6-17-19  
Date

**TROUP INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**VAN INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**WESTWOOD INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**WHITEHOUSE INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**WINNSBORO INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**WINONA INDEPENDENT SCHOOL DISTRICT**

Board President

Date

**YANTIS INDEPENDENT SCHOOL DISTRICT**

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**Board President**

**Date**