

## **THE STATE OF TEXAS**

### **FIRST AMENDED INTERLOCAL AGREEMENT**

#### **COUNTY OF TARRANT**

This First Amended Interlocal Agreement ("Agreement") is between Tarrant County, ("County"), and Arlington Independent School District ("AISD"). When referred to collectively, the County and AISD are referred to as the "Parties."

WHEREAS, the County's Dispute Resolution Program has previously partnered with AISD in the past to provide mediator volunteers to set up and facilitate the re-entry process for students returning to their class or campus; and

WHEREAS, the County and AISD originally entered into an Interlocal Agreement on November 8, 2022 in Commissioners Court Order 139625, which this present Agreement now amends and supersedes; and

WHEREAS, the County, through its Dispute Resolution Program ("DRP"), conducts dispute resolution processes and training in order to provide individuals and organizations with timely, procedurally consistent, non-adversarial, voluntary processes which promote resolution to conflict and disputes through use of trained volunteers; and

WHEREAS, studies have shown higher rates of school suspensions are associated with lower rates of achievement in reading, math, and writing and states with higher rates of out-of-school suspensions also have higher overall rates of juvenile incarceration; and

WHEREAS, AISD has developed a Restorative Practices Continuum ("Program") to focus on reparation in conflict rather than punishment; and

WHEREAS, addressing the educational, social, and emotional needs of children through local school districts is clearly identified as a significant component to prevent suspensions and truancy and to decrease incarceration which positively increases the economic well-being of the County; and

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, the Commissioners Court of the County and AISD make the following findings:

- a. This Agreement serves the common interests of both parties;
- b. This Agreement will benefit the public;
- d. AISD and the County have authorized their representatives to sign this Agreement.

NOW, THEREFORE, the County and AISD agree as follows:

This Agreement is for the purpose of providing trained mediator volunteers on the roster of the County's Dispute Resolution Program to assist in AISD's Restorative Practices Program .

## **1. SCOPE OF SERVICES AND RESPONSIBILITIES OF THE PARTIES**

- (a) AISD's Program shall include the following:
  - 1) Tier 1 processes, such as affective statements and questions, two-minute stand and share sessions, respect agreements, and community building circles in the class;
  - 2) Tier 2 processes, including restorative conversations for issues involving a single person, restorative conferences for issues involving two people, and restorative circles for issues involving groups of more than two people; and
  - 3) Tier 3 processes consisting of a "re-entry circle" to support and assist students in re-entering the class or school in a healthy and positive way after suspension or incarceration.
- (b) DRP has trained mediators who already have many of the skills necessary to assist in facilitating processes as needed in AISD.
- (c) AISD shall conduct trainings for the DRP's trained mediator volunteers in AISD's processes for which DRP volunteers are needed.
- (d) The processes conducted shall be confidential unless otherwise determined by AISD. Student participant identities shall remain confidential unless otherwise directed by AISD.
- (e) Prior to participation in the process, designated AISD program personnel will provide the parent or guardian the AISD Authorization to Participate and Release Information for review and signature.

## **2. TERM**

The term of Agreement is in effect from September 15, 2023 and ends on September 15, 2024 and is contingent on the availability of volunteers.

## **3. AGENCY-INDEPENDENT CONTRACTOR**

Neither County nor any employee thereof is an agent of AISD and neither AISD nor any employee thereof is an agent of County. This agreement does not and may not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege or other amenities of employment by the other party.

## **4. ASSIGNMENT**

Neither party may assign, in whole nor in part, any interest in this contract without the prior written consent of the other party.

## **5. THIRD PARTY BENEFICIARY EXCLUDED**

No person not a party to this Agreement shall be regarded as a third party beneficiary of this

Agreement. This Agreement may not be interpreted to waive governmental immunity, sovereign immunity, or any other defense or immunities otherwise available by law of any party to this contract, or the employees or representatives of such party, to the extent such party may have immunity under Texas or Federal law.

## **6. ENTIRE CONTRACT**

This Agreement represents the entire understanding of and between the parties and supersedes all prior representations. This contract may not be varied orally, but must be amended by written document of subsequent date duly executed by these parties. The law of the State of Texas governs this contract and venue for any cause of action regarding this contract is in the district courts of Tarrant County, Texas.

## **7. NOTICE OF REQUESTS FOR DATA BY THE PUBLIC**

The Parties acknowledge they are both governmental entities subject to the Public Information Act. If either Party receives a Public Information Act request under Texas Government Code chapter 552 for the data collected and transmitted as part of this Agreement, third party notice will be sent to the other Party pursuant to Texas Government Code section 552.305 so both Parties may assert objections to the release of this information.

## **8. TERMINATION**

This contract may be terminated by either party by providing written notice to the other party at least thirty (30) days prior to the intended date of termination. Any notice or other writing required by this contract, is deemed given when personally delivered or mailed by certified or registered United States mail, return-receipt, postage prepaid, addressed as follows:

## **9. COMPLIANCE WITH LAWS**

In providing the services required by this Agreement, AISD and County must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. AISD and County shall be responsible for ensuring compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

### COUNTY:

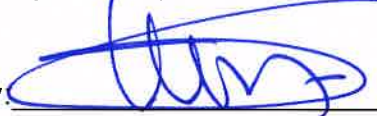
Chandler Merritt  
County Administrator  
Tarrant County  
100 E. Weatherford Street  
Fort Worth, Texas 76196

AISD:

Dr. Steven Wurtz  
Interim Superintendent of Schools  
690 E. Lamar Blvd  
Arlington, Texas 76011

Signature and Acknowledgement by the parties:

Arlington Independent School District

By:  (S)

Date 9/1/23

Title: Interim Superintendent

Tarrant County

By: \_\_\_\_\_

Date \_\_\_\_\_

Title: \_\_\_\_\_

*APPROVED AS TO FORM:*

\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).