

**INTERLOCAL AGREEMENT
BETWEEN THE FORT BEND COUNTY SHERIFF'S OFFICE
AND HOUSTON COMMUNITY COLLEGE**

This Interlocal Agreement ("ILA") is entered into between **Fort Bend County ("County")**, a body corporate and politic under the laws of the State of Texas, by and through Fort Bend County Sheriff's Office (the "**Sheriff's Office**") and **Houston Community College ("HCC")**, a public community college district organized under Chapter 130 of the Texas Education Code, whose main office address is at 3100 Main Street, Houston, Texas 77002, pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001-791.037. Sheriff's Office and HCC are herein collectively referred to as the "**Parties**" and individually as a "**Party**."

RECITALS

WHEREAS, the Sheriff's Office provides instruction for cadets through a program of instruction ("**Sheriff's Office Training Academy**") that is consistent with the educational requirements of the Texas Commission on Law Enforcement ("**TCOLE**") Basic Peace Officer curriculum;

WHEREAS, HCC offers Continuing Education courses and can award certificates for completion of courses within a curriculum that reflects TCOLE competencies and can convert the certificates to college semester credit hours;

WHEREAS, Sheriff's Office and HCC desire to provide continuing education for Sheriff's Office employees, as stated in this ILA; and

WHEREAS, HCC finds the courses and programs offered under this ILA are consistent with HCC's educational purpose, mission, and goals.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this ILA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HCC and Sheriff's Office, intending to be legally bound, and subject to the terms, conditions and provisions of this ILA, hereby agree as follows:

TERMS

1.0 Purpose

1.1 Sheriff's Office provides instruction to its cadets through a program of instruction that is consistent with the education requirements of the set forth by TCOLE and those described in the applicable sections of 37 Tex. Admin. Code § 215. HCC offers Continuing Education courses and awards certificates for completion of courses within a curriculum that reflects TCOLE competencies and converts the certificates to college semester credit hours. Sheriff's Office and HCC desire to establish a program whereby Sheriff's Office employees can gain college semester credit for cadet and advanced training. Consequently, the purpose of this ILA is to assist Sheriff's Office in the development and implementation of a training program that provides Sheriff's Office employees with opportunities to pursue higher education and receive college semester credit for instruction completed.

1.2 Coordinators. The Sheriff, or his or her designee, shall designate a Sheriff's Office employee who

shall serve as the coordinator of the program described in this ILA. HCC shall designate an HCC employee who shall serve as the coordinator of the program described in this ILA and who shall be responsible for verifying grade rosters, attendance sheets, and other responsibilities imposed on HCC under this ILA comply with applicable HCC policies and procedures. Sherriff's Office's and HCC's respective coordinators shall comply with the requirements set forth in 37 Tex. Admin. Code § 215.9, as applicable, and shall cooperate with one another so as to facilitate optimum student success under this ILA. Sherriff's Office's and HCC's respective coordinators shall meet a minimum of once per semester to discuss the progress of the program and course(s) under this ILA.

1.3 **Governing Laws and Guidelines.** This ILA shall be governed by the laws of the State of Texas, and the exclusive venue for any dispute arising out of or relating to this ILA shall be in Harris County, Texas. This ILA shall further be governed by the mutually agreed-upon current **TCOLE** regulations and the **HCC student manual**. The Parties understand and agree that applicable Texas and federal laws shall govern this ILA, including, without limitation, Tex. Educ. Code § 130.0081, applicable sections of 19 Tex. Admin. Code Subchapters G and Z and applicable sections of Chapter 1701 of Tex. Occ. Code, as those laws currently exist or may hereafter be amended. The Parties further understand and agree that:

- this ILA must comply with all current guidelines of the Southern Association of Colleges and Schools Commission on Colleges ("**SACSCOC**"), as required by 19 Tex. Admin. Code §§ 9.123(b), 9.124(a)(1);
- the courses and programs offered under this ILA shall be consistent with HCC's educational purpose, mission, and goals, as required by 19 Tex. Admin. Code § 9.124(a)(2); and
- the courses and programs offered under this ILA and eligible for state appropriations must remain under the sole and direct control of HCC, as required by 19 Tex. Admin. Code § 9.124(a)(3).
- the Parties will continue the established Advisory Board to advise on the development of curricula, setting policies and procedures for the academy, and carry out other functions, as required by 37 Tex. Admin. Code § 215.7 and Texas Occupation Code § 1701.252.

To the extent allowed by applicable law, Sherriff's Office further agrees to provide HCC with any information required in order for HCC to comply with applicable laws, rules, and regulations, including those detailed above.

2.0 **Term**

2.1 The effective date of this ILA (the "**Effective Date**") shall begin on the date the document is signed by the respective individuals authorized to enter into this ILA. The initial term of this ILA is for five years from the Effective Date of this ILA ("**Initial Term**"). The Parties may agree, in writing, to extend the Initial Term, as permitted by applicable law (each a "**Renewal Term**"). The Parties hereto further agree that this ILA allows for completion of a course or training program in the event that a course or program extends beyond the ILA Term.

3.0 Closed Courses

- 3.1 For the purposes of this ILA, Closed Courses shall be defined as those closed to enrollment of students except for those trained at the Sherriff's Office Training Academy. The Parties agree that the Closed Courses shall meet the standards of regular HCC programs, as set forth in applicable HCC publications, as required by 19 Tex. Admin. Code § 9.124(b)(1)(B).

4.0 Curriculum

Sherriff's Office and HCC shall jointly develop and evaluate the curricula for the Closed Courses. Sherriff's Office shall provide the educational requirements for the **TCOLE Curriculum** to be included in the curriculum for the Closed Courses. The curriculum for the Closed Courses, including the student learning outcomes, is determined by HCC according to the terms and processes of the HCC Curriculum Handbook, a copy of which can be found at: <http://www.hccs.edu/hccs/faculty-staff/curriculum/curriculum-development/curriculum-handbook>. The Sheriff may submit additional suggestions for curriculum to HCC at a reasonable time prior to the final approval of the curriculum for the Closed Courses. HCC shall evaluate curriculum, coursework, and all instructional services for the Closed Courses on an on-going basis to ensure that they each meet all criteria required by the Texas Higher Education Coordinating Board and the SACSCOC.

5.0 Responsibilities of Sheriff's Office

- 5.1 Instructors and Credentials. The Sheriff shall appoint, at no expense to HCC, instructors ("**Instructors**") for the Closed Courses meeting the minimum qualification and licensing standards as set forth by the TCOLE and the applicable sections of 37 Tex. Admin. Code § 215. Sherriff's Office shall inform instructors of their obligations under this Agreement. Sherriff's Office shall be responsible for all payment, including salary and benefits, for instructors teaching Closed Courses. Instructors of Closed Courses must meet qualifications as stipulated by HCC in this ILA, as required by 19 Tex. Admin. Code § 9.124(b)(1)(8). Sherriff's Office shall ensure that all Instructors assigned by Sherriff's Office to teach Closed Courses satisfy HCC's instructor credentialing requirements, as detailed in the then-current HCC Credentialing Handbook; at the time of the execution of this ILA, an associate's degree or 60 college-level credit hours, TCOLE certification, and sufficient work experience are acceptable for credentialing purposes. Sherriff's Office shall further ensure that Instructors fulfill any criminal history and background checks required by applicable law. Instructors teaching Closed Courses must submit their Sherriff's Office biographies, which shall include their education, experience, and credentials (including TCOLE certification), and any applicable transcripts (if required) to HCC when first appointed. Instructors will be credentialed by HCC as Semester Credit Faculty and considered HCC adjunct faculty. Instructors shall remain Sherriff's Office employees and shall not receive any of the benefits or privileges to which HCC adjunct faculty or employees are entitled.
- 5.2 Admission and Registration of Students. Sherriff's Office shall timely provide the information needed to enroll Sherriff's Office employees and/or trainees into HCC's student system to ensure official enrollment in HCC.

- 5.3 Facilities. All Closed Courses shall be taught at the Sherriff's Office Training Academy, or at other Sherriff's Office approved facilities, at no charge to HCC. Sherriff's Office shall be responsible for classroom standards or requirements, and use of training equipment, in consultation with HCC, to ensure curriculum standards are satisfied. Sherriff's Office shall not teach any Closed Courses on HCC property or under a facility under HCC control unless approved by HCC.
- 5.4 Testing. Sherriff's Office shall administer the TCOLE testing and be responsible for paying any associated fees. All testing shall be administered in compliance with the applicable sections of 37 Tex. Admin. Code§ 219. Sherriff's Office shall provide HCC with any necessary test scores and attendance records to document compliance and completion of the approved curriculum while complying with the Federal Family Educational Rights and Privacy Act of 1974 ("**FERPA**") and not provide any student information, including grades and Social Security numbers, to any person unless the student expressly authorizes disclosure of such information or the disclosure is otherwise allowed by applicable law.
- 5.5 ILA Notice to Instructors. Sherriff's Office shall advise each instructor, before teaching any course covered by this ILA, about the requirements set forth in this ILA.
- 5.6 Recruitment of Students. As required by 19 Tex. Admin. Code§ 9.124(b)(1)(B)(i), the Parties agree that Sherriff's Office shall be responsible for recruiting students to enroll in Closed Courses.
- 5.7 Removal of Students. The Sherriff's Office reserves the right to remove students from the program at any time.
- 5.8 Instructors' Submission of Documentation. Sherriff's Office instructors shall submit documentation regarding the course(s) covered by this ILA to HCC at the close of each semester, including the syllabus for the course, the final exam, the grade roster, an explanation of how the final grades were calculated, attendance records, TCOLE certification exam scores, and completed student evaluations of Sherriff's Office instructors.
- 5.9 Non-Appropriation. The Parties recognize and agree the County has not appropriated or allocated any funds for carrying out the County's obligations under this Agreement; and notwithstanding any other provision of this Agreement that might otherwise be construed to the contrary, the County shall have no obligation to expend any County funds except to the extent that the County, at its sole discretion, appropriates such funds.

6.0 Responsibilities of HCC

- 6.1 Evaluation of Curriculum and Student Progress. HCC shall review Sherriff's Office instruction, testing, and use of training equipment to ensure that the curriculum complies with HCC requirements for course credit. All equipment and facilities must meet the standards of TCOLE. As required by 19 Tex. Admin. Code § 9.124(b)(1)(B) and/or applicable SACSCOC regulations and in order for HCC to award Continuing Education certification and/or credit hours to Sherriff's Office employee students, the Parties understand and agree that the Closed Courses must remain under the sole and direct control of HCC, which exercises ultimate and continuing responsibility for the performance of the functions reflected in this ILA and the Closed Courses. HCC is responsible for evaluating the quality of educational programs, curriculum, coursework, and all instructional

services for the Closed Courses offered through this ILA, ensuring ongoing compliance with SACSCOC principles and regulations, and periodically evaluating the ILA against HCC's mission. As required by 19 Tex. Admin. Code § 9.124(b)(1)(viii), HCC shall employ at least one full-time faculty member per degree program.

- 6.2 Admission and Registration of Students. HCC shall be responsible for registering the students for participation in this program Closed Courses. HCC must receive a completed registration form for each student from Sherriff's Office for each student before it will record the student as enrolled in each Closed Course. HCC is responsible for reviewing Sherriff's Office employee students' information to ensure enrollment and eligibility.
- 6.3 Tuition. HCC shall exempt from the payment of tuition and laboratory fees any eligible student enrolled in a Closed Course as required by applicable law and HCC policy governing exemption for peace officers enrolled in criminal justice or law enforcement-related courses, including Tex. Educ. Code § 54.3531 and 19 Tex. Admin. Code Subchapter Q. Applicable tuition and/or fee charges, receipts and disbursements offunds, and refunds shall be governed by HCC's then-existing policies and procedures.
- 6.4 Funding. HCC shall hold all state funding arising from this ILA, including funding stemming from contact hours for Closed Course instruction eligible for state appropriations.
- 6.5 Student Privacy. HCC shall comply with FERPA and not provide any student information, including grades and Social Security numbers, to any person unless the student expressly authorizes disclosure of such information or applicable law permits disclosure.
- 6.6 Grade Rosters. HCC shall be responsible for the official HCC grade rosters for Closed Courses. HCC shall provide copies of the official grade roster to the Sherriff's Office instructors to track the progress of cadets under consideration for HCC course credit. HCC shall document those Sherriff's Office cadets under consideration for HCC course credit who pass the sections of the cadet training that have been identified as coinciding with HCC courses.
- 6.7 Coordinator. HCC will designate a Coordinator to be responsible for (i) verifying that the grade rosters and attendance sheets shall comply with all applicable HCC policies; and (ii) carrying out the obligations of HCC's Coordinator, as set forth in Section 8.1, below.
- 6.8 Continuing Education Certification. Upon receipt of the grade rosters, HCC shall grant Continuing Education Certifications to Sherriff's Office employees who a) have completed the enrollment process and b) have attended and passed the sections of the cadet training that have been identified as coinciding with the HCC Basic Peace Officer Certification Courses, in accordance with 37 Tex. Admin. Code Chapter 218.
- 6.9 Credit Hours. HCC agrees to convert certificates of academy completion into equivalent college semester credit hours (24) when a Sherriff's Office employee has completed the requirements for establishing a college credit transcript (see attached steps in **Exhibit "A"**). A letter grade, instead of pass/fail, shall be posted on the HCC Continuing Education Transcript only. It is the intent of this ILA that Sherriff's Office employees shall be able to utilize courses completed under this ILA to fulfill the minimum college hour requirement for Basic Peace Officer.
- 6.10 Administrative Costs. HCC shall be responsible for and shall pay the administrative costs associated with

the matriculation of the Sherriff's Office Cadets in the Continuing Education Courses.

6.11 Counseling of Students. As required by 19 Tex. Admin. Code § 9.124(b)(1)(B)(i), HCC shall make available to students enrolled in Closed Courses and prospective Sherriff's Office employee students all academic advising, counseling, and support services available to HCC students and prospective HCC students.

6.12 Supervision and Evaluation. As required by 19 Tex. Admin. Code § 9.124(b)(1)(B)(vii), HCC will supervise and evaluate Sherriff's Office instructors as follows:

- HCC will verify and approve Sherriff's Office instructors' credentials;
- HCC will require Sherriff's Office instructors to participate in HCC assessment activities related to student learning outcomes;
- an HCC chair/subject matter expert will observe/evaluate each Sherriff's Office instructor at least once annually; and
- Students enrolled in Closed Courses will complete an evaluation of each Sherriff's Office instructor on an evaluation form mutually agreed to by HCC and Sherriff's Office.

7.0 Testing and Grading

7.1 In addition to any quizzes and major exams that are part of the Closed Courses, the Parties shall jointly evaluate students' progress in Closed Courses and shall work together to ensure students' success, including, but not limited to, an evaluation of the passing rates on the TCOLE certification exam.

8.0 Coordinating Board and/or SACSCOC Approval

8.1 The Parties understand and agree that the Closed Courses must be approved through procedures established by the Texas Higher Education Coordinating Board, as required by 19 Tex. Admin. Code § 9.124(b)(1)(A). The Parties further understand and agree to comply with any requirement imposed by SACSCOC for approval of this ILA.

9.0 Confidentiality

9.1 The Parties agree to maintain the confidentiality of records as may be required by federal or state laws. The Parties also agree to promptly and timely consult with each other concerning requests for records or information shared by the Parties. To the extent that a Party is the sole owner of a record or document, disposition of a request shall be the responsibility of the Party.

9.2 Compliance with FERPA. Sherriff's Office, and HCC understand that the FERPA, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, governs the privacy and security of educational records and personally identifiable information of students and agree to abide by FERPA rules and regulations, as applicable. HCC agrees to release FERPA-protected information to Sherriff's Office for each student enrolled in a Closed Course from whom HCC has obtained written consent or as may otherwise be allowed by FERPA; written consent must be obtained on the form attached hereto as **Exhibit "B"** Notwithstanding any provision in this ILA to the contrary, HCC shall have no obligation to provide Sherriff's Office with any FERPA-protected information of any student who has not given HCC written consent to disclose such information

to Sherriff's Office or for which disclosure is not otherwise allowed by applicable law. Sherriff's Office shall not provide any FERPA-protected information obtained under this ILA to any entity or person ineligible to receive FERPA-protected information or prohibited from receiving FERPA-protected information from any entity by virtue of a finding under 34 CFR § 99.33.

10.0 Records Retention

- 10.1 The Parties shall maintain and submit their records relating to this ILA, including, but expressly not limited to, the documentation required in Section 5.8 of this ILA, in a manner that shall assure a full accounting for all services provided under this ILA, and in compliance with all applicable statutes, including, without limitation 37 Tex. Admin. Code § 218.1. These records shall be retained by each Party and made available for audit by HCC (as allowed by applicable law) for a period of not less than three (3) years from the date of completion of the services. If an audit has been announced, Sherriff's Office shall retain its records and accounts until such audit has been completed. HCC's right to audit under this provision shall be reasonable in scope and shall occur during Sherriff's Office's normal business hours.

11.0 Termination

- 11.1 All rights and remedies under this ILA are cumulative and are not exclusive of any other right or remedy provided by law.
- 11.2 In the event of a default by HCC, the Sherriff's Office shall have the right to terminate the ILA for cause, by written notice effective ten (10) days after the date of such notice, unless HCC within such ten-day period, cures such default, or provides evidence sufficient to prove to the Sherriff's Office's reasonable satisfaction that such default does not, in fact, exist. In the event of a default by the County, HCC shall have the right to terminate the ILA for cause, by written notice effective ten (10) days after the date of such notice, unless the County within such ten-day period, cures such default, or provides evidence sufficient to prove to HCC's reasonable satisfaction that such default does not, in fact, exist.
- 11.3 Either Party may terminate this ILA at any time by providing thirty (30) days' prior written notice to the other Party.
- 11.4 In the event of termination of this ILA, whether for cause, for convenience, or by expiration of the term of the ILA, the effective date of termination or expiration will be the day after the end of the semester during which the ILA is set to terminate or expire, or as otherwise mutually agreed to by the Parties, in order to allow students enrolled in Closed Courses to continue and to finish the course.

12.0 Insurance

- 12.1 Both Parties recognize that, as government entities, each is responsible for maintaining adequate insurance for its liability, if any. The Parties agree to provide and maintain during the Initial Term and any Renewal Term of this ILA insurance coverage with responsible insurers

licensed to do business in the State of Texas of the type and with coverage and in amounts equal or comparable to that provided and maintained at other similarly situated HCC and Sheriff's Office sites, respectively, or otherwise in accordance with prudent business practices consistent with providing educational services as contemplated by this ILA. The Parties are both individually self-insured and can use their self-insurance to comply with this section.

13.0 Nondiscrimination/ADA

- 13.1 It is the policy of both Parties not to discriminate on the basis of race, color, National origin, gender, limited English proficiency or handicapping conditions in its programs. The Parties agree not to discriminate against any employee or applicant for employment to be employed in the performance of this ILA, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Each Party's services and the Facilities shall comply with all applicable laws, including The Americans with Disabilities Act, relating to persons with disabilities.
- 13.2 The Parties may amend this ILA only through a written amendment signed by representatives of each Party who are authorized to sign contract amendments.

14.0 Independent Contractor Certification

- 14.1 The County and HCC are independent contractors and have no power or authority to assume or create any obligation or responsibility on behalf of the other Party. It is the intention of the Parties that the County is independent of HCC is not an employee, agent, joint venturer, or partner of HCC, and nothing in this ILA shall be interpreted or construed as creating or establishing the relationship of employer and employee, agent, joint venturer or partner, between HCC and the County or HCC and any of the County's agents. The County agrees that HCC has no responsibility for any conduct of any of the County's employees, agents, representatives, contractors, or subcontractors. HCC agrees that the County has no responsibility for any conduct of any of HCC's employees, agents, representatives, contractors, or subcontractors. By signing this ILA, each Party certifies that it is an independent contractor. Each Party shall be solely responsible for paying all applicable taxes and other governmental charges relating to its employees and contractors.

15.0 No Assignment

- 15.1 Neither Party may assign this ILA or any of its respective rights, duties, or obligations hereunder without the prior written approval of the other Party. Any attempted assignment of this ILA shall be null and void.

16.0 No Third-Party Beneficiaries

- 16.1 Nothing in this ILA shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any Party to this ILA.

17.0 Force Maieure

- 17.1 Neither the County nor HCC shall be deemed to have breached any provision of this ILA as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such Party's control.

18.0 Interpretation

- 18.1 The Parties agree that the normal rules of construction that require that any ambiguities in this ILA are to be construed against the drafter shall not be employed in the interpretation of this ILA.

19.0 No Waiver

- 19.1 No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this ILA shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

20.0 Immunities

- 20.1 The execution of this ILA and the performance by either Party of any of its obligations hereunder are not, and are not intended to waive or relinquish, and neither Party shall waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to either Party or their respective its trustees, officers, employees, or agents under federal or Texas laws.

21.0 Notice

- 21.1 Whenever, under the terms of this ILA, written notice is required or permitted to be given by any Party to any other Party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the Party to whom it is to be given, at the address hereinafter set forth:

Notice to the County
Fort Bend County Sherriff's
Office Attn: Sheriff Eric
Fagan 1840 Richmond
Pkwy.
Richmond, Texas 77469

Notice to HCC:
Houston Community College
Attn: Northeast College President
555 Community College Dr., Suite 220
Houston, Texas 77013

With a copy to:
Houston Community College Office of
General Counsel
Attn: Nicole Montgomery and Rodney
Nathan
3100 Main Street
Houston, Texas 77002

Any Party may designate a different address by giving the other Party ten (10) days prior written notice in the manner provided above.

22.0 Severability

22.1 In the event that any one or more of the provisions contained in this ILA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the ILA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

23.0 Entire Agreement

23.1 This ILA and the attached and incorporated exhibits and addendum, if any, contain the entire agreement of the Parties relative to the purpose(s) of the ILA and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the Parties to this ILA.

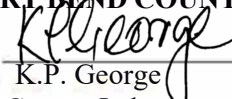
HOUSTON COMMUNITY COLLEGE

By: _____

Margaret Ford Fisher, Ed.D
Chancellor

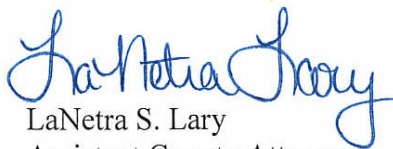
Date: _____

FORT BEND COUNTY



K.P. George
County Judge

Approved as to Form

By: 
LaNetra S. Lary
Assistant County Attorney

CAO File No. _____

EXHIBIT "A"

CONVERSION AND CREDIT STEPS

1. Upon satisfactory completion of the Sherriff's Office Training Academy, HCC will provide a Continuing Education Certificate or the necessary CEU hours. HCC will convert those CEU hours to 24 semester credit hours (SCH).
2. It shall be the responsibility of HCC to convert the Sheriff's Office Training Academy curriculum into HCC credits (total of 24 semester credit hours) without changing the established curriculum and training academy format.
3. The 24 semester credit hours will be documented as part of the cadets' permanent school record at HCC and will allow the cadet to continue with a degree plan at HCC, if he so desires.
4. HCC will assist in the registering of each student to obtain a declared degree plan.
5. HCC shall approve the Sherriff's Office Training Academy basic peace officer training, recognizing the training is dictated by Sherriff's Office and TCOLE standards.
6. HCC shall not impose any requirements upon the Sheriff's Office staff or facilities except as otherwise provided for by the terms of this ILA and/or applicable law.

EXHIBIT "B"

CONSENT TO RELEASE STUDENT RECORDS UNDER
THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (20 U.S.C § 1232g)

Student Name: _____
Student Date of Birth: _____
Student Address: _____

I, _____ the above-named eligible student hereby give written consent to Houston Community College ("HCC") and to Fort Bend County Sheriff's Office ("Sherriff's Office") to release the following personally identifiable information and educational records of the above-named student to Sherriff's Office, HCC, and Texas Commission on Law Enforcement for the purpose of detennining the student's participation, success, and/or completion of the Sheriff Training Academy, obtainment of Continuing Education Certification and/or course credit through HCC, and/or other legally permissible purposes:

- First and last name
- Date of birth
- Student ID#
- Address
- Registration and emollment information
- Coursework
- Grades, including, but not limited to, grades on quizzes and exams
- Results of all testing and credentialing/licensing exams
- Attendance information
- Transcript information
- Continuing Education Certification information

I hereby release HCC, Sheriff's Office, and their respective employees and agents from any liability under the Family Educational Rights and Privacy Act (20.U.S.C § 1232g) for the release of this information to the individual/entity and for the purposes stated above.

I (DO OR DO NOT) want a copy of the records disclosed. *(Please circle one.)*

DATED: _____ **SIGNATURE:** _____
(ELIGIBLE STUDENT)

PRINTED NAME: _____ PHONE NUMBER: _____

ADDRESS: _____

A COPY OF THIS CONSENT WILL BE PROVIDED TO THE PERSON(S) OR ENTITY (IES) TO WHOM THE RECORDS ARE RELEASED.

WARNING: 34 CFR §99.33 PROVIDES THAT THIS EDUCATIONAL INSTITUTION MAY DISCLOSE PERSONALLY IDENTIFIABLE INFORMATION FROM AN EDUCATION RECORD ONLY ON THE CONDITION THAT THE PERSON OR ENTITY TO WHOM THE INFORMATION IS DISCLOSED WILL NOT DISCLOSE THE INFORMATION TO ANY OTHER PARTY WITHOUT THE PRIOR CONSENT OF THE PARENT OR ELIGIBLE STUDENT. VIOLATION OF THIS CONDITION MAY RESULT IN THIS EDUCATIONAL INSTITUTION DENYING THE VIOLATOR ACCESS TO PERSONALLY IDENTIFIABLE INFORMATION FROM EDUCATION RECORDS FOR AT LEAST FIVE YEARS.

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Fort Bend County, Texas, convened at a meeting of said Court at the Fort Bend County Administration Building in the City of Richmond, Texas, on _____, 2025, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN FORT BEND COUNTY AND HOUSTON COMMUNITY COLLEGE

Commissioner Meyers introduced an order and moved that Commissioners Court adopt the order. Commissioner Prestage seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge KP George	☒	☐	☐
Comm. V. Morales	☒	☐	☐
Comm. G. Prestage	☒	☐	☐
Comm. A. Meyers	☒	☐	☐
Comm. D. McCoy	☒	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Fort Bend County an Interlocal Agreement with Houston Community College for continuing education of Fort Bend County Sheriff's Office employees. The Interlocal Agreement is incorporated herein as though fully set forth word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.