

Memorandum of Understanding
Parker County Crime Stoppers, Inc.
And
Aledo Independent School District

This Memorandum of Understanding (the Memorandum) is made on this July 28, 2016, by and between Parker County Crime Stoppers, Inc., a tax-exempt corporation registered in Texas, with the address at PO Box 463, Weatherford, TX 76086, hereinafter referred to as PCCS and Aledo Independent School District, 1008 Bailey Ranch Road, Aledo, Texas 76008, hereinafter referred to as Aledo ISD for the purpose of achieving the various aims and objectives relating to the Campus Crime Stoppers, (the Project).

WHEREAS, PCCS and Aledo ISD desire to enter into an agreement in which PCCS and Aledo ISD will work together to complete the Project;

AND WHEREAS, PCCS and Aledo ISD are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contracts regarding the Campus Crime Stoppers between PCCS and Aledo ISD. CRIME STOPPERS USA, has developed a Campus Crime Stoppers Program where students can call Campus Crime Stoppers with information to solve or prevent crime from occurring at their school or on school property. (For the purposes of this program, school property shall include buildings, grounds, vehicles or any area under direct control of the school.) If that student tipster's information leads to another student who is in violation of their school conduct code, (or is arrested for a felony/misdemeanor crime), that the tipster may well receive reward. Crimes like drugs, weapons, vandalism, threats, theft, gang activity, larceny, bullying, underage *drinking* parties, drug/tobacco/alcohol use, arson, sexting, assault of any nature, are just some of the crimes that could possibly be called into the tip line.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Program Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

1. Services to rendered by PCCS include:
 - a. Develop a Campus Crime Stoppers Program to solve and prevent crimes which may include possession of drugs, weapons, vandalism, threats, theft, gang activity, larceny, bullying, underage *drinking* parties, drug/tobacco/alcohol use, arson, sexting, assault of any nature, or other serious offenses that are in violation of the school conduct code. It is the goal of PCCS to offer Campus Crime Stoppers Programs to school districts in its County.
 - b. Provide Campus Crime Stoppers several anonymous means to provide tip information. Students are promised anonymity, i.e. their identity will not be known thus will never be revealed if they contact Campus Crime Stoppers to provide information about the crimes listed above occurring in their school or on school property.

The secure and anonymous ways to report a Campus Crime Stoppers tip:

1. Submit a web tip at pccs.tips
 2. Download tip submit from the app store (Text the tip)
 3. Scan the QR code on the school posters (takes you to the Crime Stoppers website)
 4. Crime Stoppers Facebook page – click submit a tip
 5. Call the local Crime Stoppers tip line at 817-599-5555 (not recorded and no caller ID)
- c. When student tipsters submit anonymous information to the Campus Crime Stoppers, they must provide the name of the suspect, the name and location of the school, and a description of the crime.
- The tipster will be given a unique ID code number and will not ever be asked to provide their name. The student tipster **must** save their ID code number to see if the tip earned a reward. **The ID code number is needed to claim any reward.**
- d. Campus Crime Stoppers will then immediately send the anonymous tip information to designated school administrators and/or school law enforcement personnel for appropriate action.
 - e. Campus Crime Stoppers will not market school specific incidences to the general public. All information and tips received are kept confidential.

- f. Design promotional materials, signage, and training for the schools to print and distribute.
 - g. Provide orientation and online training materials regarding Campus Crime Stoppers.
 - h. Assist with determining whether to use rewards as incentive to students who report information through Campus Crime Stoppers that results in a student found by school administrators in violation of the school conduct code for crimes as outlined in section 1a.
2. School agrees to:
- a. Participate in this CRIME STOPPERS Campus Crime Stoppers Program to solve and prevent crime from occurring at their school or on school property. For the purposes of this program, school property shall include buildings, grounds, vehicles or any area under direct control of the school. If that student tipster's information leads to another student in violation of their school conduct code, or arrest for misdemeanor/felony crime, that student tipster will receive a reward. Crimes like drugs, weapons, vandalism, threats, theft, gang activity, larceny, bullying, underage *drinking* parties, drug/tobacco/alcohol use, arson, sexting, assault of any nature, are just some of the crimes that could possibly be called into the tip line.
 - b. The participating school must provide a "live" contact person to Campus Crime Stoppers so information can be passed to the schools in a timely manner. When a tip is received by Crime Stoppers, the information will be communicated in a secure encrypted method acceptable to all parties, and to the designated liaison with a process including verification of tip receipt. **The decision for police intervention will be left to the involved school.** The Campus Crime Stoppers contact person at the school will be responsible for informing Parker County Crime Stoppers designated contact, in a timely manner, of the action and disposition of the tip.
 - c. Protect the caller's identity/anonymity by following the unique Campus Crime Stoppers system which assigns a code number to each caller as set by the parent CRIME STOPPERS, PCCS program.

- d. Provide a liaison at each participating school to be responsible for assistance in the following:
- i. Provide appropriate time and facilities for all students, school personnel and security/law enforcement agency personnel at all middle school and high school campuses to attend (video) orientation and training on Campus Crime Stoppers.
 - ii. Accept, print and distribute, or allow PCCS to distribute, program promotional materials including a link on school website to the Crime Stoppers tip portal, information sent to parents on the program and training videos for district-wide distribution. School has the right to review all materials prior to their distribution or posting.
 - iii. Partner schools will agree to promote Campus Crime Stoppers by adding the link, or local Crime Stoppers link, to the school's website, adding an excerpt in student handbook, announcing Campus Crime Stoppers to parents/guardians and/or inviting us to speak during a staff meeting. Promote Campus Crime Stoppers through timely announcements over the public address system, at Parent-Teacher Organization/Association meetings, and in materials sent home for parent review, as well as by posting program fliers on school campuses. School has the right to review all materials prior to distribution or posting.
 - iv. A participating Campus Crime Stoppers Program may decide to offer rewards in the event of the recovery of property at a school or a student is found in violation of the school conduct code or arrested for a felony/misdemeanor crime.
Partner schools should designate a private phone area for tips to be made if needed by students and school personnel.

Communication Strategy

Marketing of the vision statement and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Co-coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place from the date first written above until _____. The term can be extended only by agreement of all of the Partners.

Termination

This Memorandum of Understanding may be terminated prior to the expiration of the term hereof as follows:

1. By mutual written Memorandum of Understanding of the parties;
2. By either party, with or without cause, upon thirty (30) days prior written notice to the other party.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, remaining provisions will continue to be valid and enforceable, but that by limiting such provisions could become valid and enforceable, then such provision will be deemed to be Written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.

The following Partners support the goals and objectives of the Campus Crime Stoppers:

Signatories

This Agreement shall be signed on behalf of Parker County Crime Stoppers, Inc., by Kim Chilcutt, Chairman, and on behalf of Aledo ISD by _____.

_____ Date _____
Parker County Crime Stoppers, Inc.
By Kim Chilcutt, Its Chairman

By _____, Its _____

Date _____