

Sheriff
Chad Hawkins
Gaston County



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gastoncountysheriffsoffice.com

Sheriff

Community Public Charter School
Memorandum of Understanding
School Resource Officer Program
Gaston County Sheriff's Office

This Agreement, made and entered on the 14th day of August 2023, by and between the Gaston County Sheriff's Office ("Sheriff"), and Community Public Charter School, ("School"), a not-for-profit corporation.

WHEREAS, Gaston County Sheriff's Office employs sworn law enforcement officers within Gaston County; and

WHEREAS, the School is a state-recognized Charter School and educates children; and

WHEREAS, School operates a school, located at 400 Ralph Handsel Blvd. Stanley NC, 28164 : and

WHEREAS, a School Resource Officer (SRO) is needed to promote safety of the faculty, staff and students; and

WHEREAS, School agrees to provide payment to Gaston County Sheriff's Office for the various expenses associated with a School Resource Officer.

NOW THEREFORE, both parties agree to the following:

1. The term of this agreement shall be for a period commencing on August 1, 2023 and ending on August 1, 2028. This agreement shall be governed by the State of North Carolina.
2. The Gaston County Sheriff's Office shall assign one (1) uniformed, sworn law enforcement officer to serve as the School's School Resource Officer ("SRO") during regular school hours. The primary functions of the SRO are to help the school provide a safe and secure learning environment, foster a positive school climate, reduce/ prevent crime, and serve as a liaison between the school and the Gaston County Sheriff's Office.
3. The SRO shall perform his job functions during regular school hours. The School will provide the SRO with a workspace and any equipment, such as but not limited to, internal communication equipment as the school deems necessary.

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4. Any work beyond the scope of the school day must have prior approval. Prior approved work beyond the scope defined above will be processed on a separate payroll form and will not be part of this agreement or process.
5. Community Public Charter School will process payment as follows:
 - a. In recognition of substantial financial commitment to this program by Community Public Charter School and the Sheriff, Community Public Charter School agrees to:
 - i. Process and remit payment for SRO Services.
 - ii. The invoice will show hours per school day worked, and will be billed in equal payments at 83% of the yearly salary and benefits for the deputy sheriff permanently assigned as SRO at Community Public Charter School.
 - iii. Any work beyond the scope of the school day must have prior approval of the Superintendent of designee who supervises school security/safety. Prior approved work beyond the scope defined above will be processed on a separate payroll form and will not be part of this agreement or process.
 - iv. Provide funding for a marked Sheriff's office vehicle to include emergency warning equipment, prisoner partition, mobile data terminal and mount, licensing for the mobile data terminal, patrol rifle with optic, personal equipment (uniforms and gear), sidearm with optic, ballistic shield and other equipment as determined by the Sheriff.
 - b. The Sheriff will provide the following for implementation of the SRO program. In recognition of the substantial funding commitment by Community Public Charter School to this program, the Sheriff agrees to:
 - i. The Sheriff will invoice the school system by the 15th of August, September, October, November, December, January, February, March, April, May and June of each school year.
 - ii. Assure the appropriate Sheriff's Office representative will notify the school principal if no one is available to serve on a specific day. The Sheriff will make every effort to have a Deputy Sheriff replace the regular assigned SRO in the event he is absent for an entire school day.
 - iii. Assure the Deputy Sheriff arrives by 0700 each day and works until 1530 each day.
 - iv. Assure Deputy Sheriff's assigned for SRO duties have the Basic SRO course, at a minimum, if permanently assigned to Community Public Charter School. Additional training in Active Assailant Response and Solo Active Assailant Response are required as time permits.
6. Both parties agree that the SRO is exclusively an employee of the Gaston County Sheriff's Office, and is not an employee the School. The Gaston County Sheriff's Office shall be responsible for insurance and liabilities of the SRO within the scope of

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the officer's duties as a Deputy Sheriff. This Agreement is not intended to establish an employee/employer relationship, agency, partnership, joint venture ship, or other legal relationship between Gaston County Sheriff's Office and Community Public Charter School.

7. Law enforcement reports originated by the SRO will be filed and maintained by the Gaston County Sheriff's Office with copies provided as requested to the School, unless restricted by law.
8. Any SRO working at the School shall be managed, disciplined, and supervised by the Gaston County Sheriff's Office. The SRO is prohibited from engaging in non-official police duties. Additionally, the SRO is not responsible for traffic control during the period of student pick-up and drop-off.
9. Both parties agree to the following miscellaneous provisions:
 - a. This Agreement shall be performed in accordance with applicable laws and regulations. If any provision of this Agreement or application to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and shall be enforced to the greatest extent permitted by law.
 - b. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one agreement.
 - c. This Agreement constitutes the entire agreement between both parties and supersedes all prior proposal, written and written, negotiations, representations, writings, agreements, and communications between them.
 - d. This Agreement shall be governed and interpreted in accordance with the laws of Gaston County, North Carolina, and the venue for any legal dispute arising out of this Agreement shall be Gaston County, North Carolina.
 - e. Any notices or other communications required under this Agreement shall be in writing and mailed by way of certified mail, return receipt requested, postage prepaid, to the persons and addresses indicated below or to such other as either party may provide written notice to the other. Notices shall be directed to:

To School:

Community Public Charter School
ATTN: Monica Dellinger
400 Ralph Handzel Blvd
Stanley, NC 28164

To County:

Gaston County Sheriff's Office
ATTN: _____
Box 1578
Gastonia, NC 28053

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- f. "No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions." NCGS 115C-218.105(b).
- g. The parties to this agreement shall review the agreement annually to make adjustments as needed. However, this agreement may be amended only by written mutual agreement of the parties hereto.
- h. Termination- The agreement may be terminated without cause by either party upon 30 days prior written notice.

In witness whereof, Community Public Charter School and the Gaston County Sheriff's Office have executed this Agreement this _____ day of August, 2023.

The Gaston County Sheriff's Office

By: Chad E Hawk Date: 09/01/2023

Community Public Charter School

By: Monica Dellinger Date: 09/01/2023