

Board of Education

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Heather Gutierrez Superintendent

Capitan Municipal Schools

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CAPITAN MUNICIPAL SCHOOLS BOARD OF EDUCATION

AGENDA ITEM EXECUTIVE SUMMARY

1. Board Meeting Date: October 19, 2026
2. Item Title: V.A.1 Consideration of and possible approval of amendment to SRO Memorandum of Understanding for 2026-2027 SY
3. Name of Presenter: H. Gutierrez, Superintendent
4. This item is for: XX Action ____ Consent Agenda ____ Discussion ____ Report/Information
5. Proposed Motion (Action Items Only): I move that we approve the amended SRO Memorandum of Understanding for 2026-2027 SY.

Executive Summary: Please see attached.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF CAPITAN AND
CAPITAN MUNICIPAL SCHOOL DISTRICT**

WHEREAS, in **October 2026**, Capitan Municipal Schools (the "District") engaged with the Village of Capitan, a local governmental entity in New Mexico (the "Village") (collectively the Village and the District are the "Parties"), in discussions regarding the need for a School Resource Officer ("SRO") to better serve and protect the students of the District; and

WHEREAS, the Village Police Department ("CPD"), currently responds to police service calls within the District and has never previously provided an SRO to the Capitan Municipal Schools (collectively the "Schools"); and

WHEREAS, dedicated SROs in the Schools will foster a positive relationship between the CPD, its law enforcement officers, and the District's students, while providing those students with both a role model and an additional on-site security presence.

NOW THEREFORE, in exchange for the mutual obligations contained herein, the Parties agree as follows:

I. TERMS

This Memorandum of Understanding ("MOU") regarding the placement of a SRO at Capitan Municipal Schools is made and entered into as of the Effective Date, by and between the Village and the District, upon the following terms and conditions.

II. PURPOSE OF MEMORANDUM OF UNDERSTANDING

Schools and law enforcement share the responsibility for school safety and must work together with complimentary policies and procedures. This MOU formalizes the partnership between the Capitan Municipal Schools and the Village of Capitan Police Department for the implementation of an SRO Program at the District. The parties are committed to this collaborative effort in order to promote a safe and healthy school community.

III. GOALS

The goals of the SRO Program are to promote a safe and healthy school environment, bridge the gap between law enforcement and youth, and create strong relationships between the Capitan Municipal Schools and the Village of Capitan Police Department.

IV. OBLIGATIONS OF THE VILLAGE OF CAPITAN

The Village will assign one (1) sworn police officer to act as an SRO for the Schools during the regular academic school year ("School Year") for forty (40) hours per week. The SRO will maintain a physical presence on the campuses of the schools to which they are assigned.

The Village will provide all hiring costs, required law enforcement training costs, salary, benefits, service vehicles, uniforms, and equipment costs, to include firearms and ammunition,

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for the SRO. An SRO must be clearly identified as law enforcement. The uniform apparel and law enforcement equipment shall be defined by the CPD. If a "soft" uniform is agreed upon, the uniform should not detract from clearly identifying the SRO as law enforcement. Normal duty gear is to be defined by the CPD. In the event additional weapons or gear are to be utilized, the storage of these items shall be defined by the law enforcement agency.

The Village also agrees to provide annual situation and firearms training to the SRO, along with school-site training and training in working with adolescents, to include students with special needs and cultural competency and prohibited profiling practices. The school security personnel framework NMAC 6.12.12.9 requires proof or prior law enforcement certification and commission for three years in good standing; a 16-hour special needs training program approved by PED/NMPSIA; a 4-hour cultural competency training program approved by PED/NMPSIA; an 8-hour use-of-force training program. As per training requirements under NMSA 29-7-14(8), initial training shall cover responsibilities and limitations of an SRO, the New Mexico Public School Code, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SROs into a positive school environment. In addition, efforts shall be made to provide SROs additional training each year on topics such as trending school-based law enforcement topics, child development, adolescent psychology, trauma, conflict resolution, mental health and addiction, children with disabilities, juvenile and education law and policy, and cultural competence.

V. OBLIGATIONS OF CAPITAN MUNICIPAL SCHOOLS

In consideration for placing one (1) SRO at Capitan Municipal Schools, the District shall pay to the Village of Capitan **Three Thousand Six Hundred Eighty-seven dollars and Five cents (\$3,687.05) per month in ten (10) monthly installments. The total amount payable to the Village of Capitan under this MOU shall not exceed Thirty-six Thousand Eight Hundred Seventy dollars and Fifty cents (\$36,870.50).** In addition, the District will provide the SRO with a dedicated private office space in which the SRO may conduct official business.

VI. SCHOOL RESOURCE OFFICER SELECTION

Selection of a law enforcement officer to act as SRO will be at discretion of the Village with consent of the District Superintendent. The Village will seek the Superintendent's participation and advice in the evaluation of candidates for the SRO positions, including allowing the Superintendent to be present for, and to ask questions at all interviews for the SRO position. The SRO candidates will have, at a minimum, a valid and current law enforcement certification and shall not have any formal disciplinary action related to excessive use of force. It is desired that the SRO have at least three years of law enforcement experience. An SRO candidate must also possess strong communication, public speaking, and conflict resolution skills.

VII. BACKGROUND CHECKS AND EMPLOYMENT HISTORY VERIFICATIONS

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SROs are not employees of the District, and the Village shall be responsible for conducting proper background checks and employment history verifications, and complying with all applicable laws including licensing laws, and certifications and training requirements of its agency prior to an SRO being selected. The Village shall not permit any individual to deliver services to the District as contemplated by the MOU who does not meet the licensing, certification, and/or staff training and supervisions requirements of its agency.

Additionally, the Village will comply with the provisions of New Mexico School Personnel Act and Section 22-10A-5 NMSA 1978, by requiring two fingerprint cards from any SOU having unsupervised access to students or providing services under this MOU. The cards shall be submitted to the District for obtaining the employees' Federal Bureau of Investigation record. The Village shall pay for the cost of this background check by the District.

Unsatisfactory results of such background checks, in accordance with the District's policies and regulations, shall result in the rejection of an SRO candidate.

VIII. SCOPE OF WORK

During the School Year, the SRO will dedicate forty (40) hours per week to duties related to his/her role as the SRO. The SRO is expected to be on campus during normal Capitan Municipal Schools regular student contact hours.

SRO duties include, but are not limited to the following:

- As a law enforcement officer, an SRO shall abide by federal, state, and local laws, and take law enforcement action as required. The SRO shall conduct his/her law enforcement activities pursuant to all of the operating guides, policies and operation directives of the Village, except as otherwise provided in the MOU. Law enforcement approaches (such as arrest, citations, ticketing, or court referrals) shall be used only as a last resort, and never to address instances of non-violent behavior that do not pose a serious and immediate threat to school safety.
- As an informal counselor/mentor, the SRO may address school violations in an effort to positively impact student behavior and character and may refer students to school personnel, as necessary.
- As an educator/classroom presenter, the SRO may address school-related education law to positively impact student behavior and character to mitigate more serious behaviors.
- The SRO shall:
 - Foster educational programs/activities to increase each student's knowledge of and respect for the law and the function of law enforcement;
 - Attend extracurricular activities when feasible and promote a positive relationship between students and law enforcement officials;
 - Be familiar with and adhere to District policy;
 - Understand District policy regarding how to distinguish disciplinary infractions to be handled by school personnel versus criminal activity that warrants SRO involvement;

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- Review enforcement and investigative techniques and work with District personnel to provide in-service training to staff with regard to active shooter, crisis management and school security;
- Work with the District's personnel to provide recommendations concerning vehicular and traffic safety on and around the school campuses;
- Work collaboratively with the District to create safe and drug free schools and promote healthy youth development;
- Provide direct intervention to students who are victims, witnesses, or perpetrators of violent crime;
- Provide assistance in the development of a Safe School Plan and crisis preparedness guidelines for schools; and
- Consider diversion opportunities for youth, rather than arrest, when appropriate.

Duties may also include related activities such as community outreach, specialized training, criminal investigations, court appearances, serving as a liaison between the District's administration and the Village of Capitan Police Department, and assisting in developing protocols to address on-site crime, crisis response, truancy, parental abuse and neglect, and community justice initiatives.

IX. SRO OVERTIME

As discussed above, during the School Year, the SRO will dedicate forty (40) hours per week to duties related to his/her role as the SRO. However, the District may request to have the SRO present for certain District-sponsored functions, activities, athletic events, meetings, or other school-related events occurring outside of the SRO's regularly scheduled 40 hours of duty. If an SRO's attendance at any of these events puts them over 40 hours per week, the District shall be responsible for the payment of the SRO's overtime associated with such requested attendance.

Overtime compensation shall be calculated upon the actual hours worked by the SRO in connection with the District-requested, scheduled, or approved after-hours function or event. The hourly rate an SRO will be paid is subject to the Village hourly rates for overtime as reflected in Appendix A of this MOU.

For an SRO to be eligible for overtime compensation, the SRO's attendance at any of these events must specifically be requested, scheduled, or approved of by the District. The District shall not be responsible for overtime incurred by the SRO for activities that are not specifically requested, scheduled, or approved by the District, unless otherwise agreed to in writing by the parties.

The District and CPD shall coordinate in advance, when reasonably practicable, regarding the date, time, duration, and anticipated overtime associated with any District-requested, scheduled, or approved after-hours function or event. Nothing in this MOU shall be construed to require the SRO to work overtime when such overtime is prohibited by applicable law, CPD policy, collective bargaining agreement, or other governing requirements.

X. RECOGNITION OF SEPARATION OF POWERS AND COMMITMENT TO COOPERATION

The SRO will neither be an employee of the District nor be responsible for enforcing formal school discipline. Public-order level offenses involving students including, without limitation, disorderly conduct, disruption of a public assembly, trespass, loitering, profanity, and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be addressed by the District rather than criminal issues requiring law enforcement intervention. Except for cases where a student's behavior presents an imminent danger of serious physical harm to the student or others and less restrictive interventions appear insufficient to mitigate the imminent danger of serious physical harm, the SRO shall not use physical force or restraints on any student.

The SRO will at all times operate under the authority of the Village of Capitan Police Department and, accordingly, the SRO will report through the CPD chain-of-command. The Superintendent of the Capitan Municipal Schools remains the person in authority for all administrative processes and personnel actions related to the SRO's services on school campuses. In addition, serious legal violations and threats to public safety will be handled in accordance with CPD policies and procedures. School Administrator, including the Superintendent, may request to have the SRO present for certain school related events and activities that are outside normal school hours.

The District, School Administrators, and CPD shall coordinate in good faith regarding the scheduling, training, responsibilities, and particular duties of the SROs.

XI. FERPA COMPLIANCE

The SRO shall be knowledgeable of and will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA), and 34 C.F.R. Part 99. Education records shall not be shared with an SRO unless a FERPA exception applies.

Access and use of body-worn cameras shall adhere to FERPA and must be agreed to by the Parties, in writing, prior to such use on school premises.

A. Law Enforcement Records

1. Law Enforcement Officer records are records that are:
 - a. created by a law enforcement officer;
 - b. created for a law enforcement purpose; and
 - c. maintained by the law enforcement unit.
2. As set out in FERPA, the District's Law Enforcement Officer includes any individuals that are officially authorized or designated by the District to:
 - a. enforce any local, State, or Federal law, or refer to appropriate authorities a

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- matter for enforcement of any local, State, or federal law, against any individual or organization other than the School District itself; or
 - b. maintain the physical security and safety of the District.
3. The SRO shall serve as the District's Law Enforcement Officer, and act as a liaison between the District and the CPD as provided in this Agreement.
 4. The parties understand that Law Enforcement records are not protected by FERPA because they are specifically excluded from the definition of "education records" and, thus, from the privacy protections afforded to parents and eligible students by FERPA. Law Enforcement records shall include but not be limited to surveillance videos.

B. Access to Education Records

1. The SRO shall be considered a "school official," for purposes of FERPA. Although not an employee of the District, the Parties understand and agree that the SRO shall be considered a school official for purposes of FERPA because the District has outsourced to the SRO the function of providing safety and security for the Schools.
2. As school official, the SRO may be provided access to personally identifiable information protected under FERPA when he or she has a legitimate educational interest in that information.
3. The Village and the CPD understand and agree that the SRO shall be under the direct control of the District with respect to the use and maintenance of education records.
4. The Village and the CPD understand and agree that the SRO shall be subject to FERPA's use and re-disclosure requirements in 34 CFR § 99.33(a):
 - a. Personally identifiable information from education records may be used only for the purposes for which the disclosure was made (e.g., to promote school safety and the physical security of students); and
 - b. The SRO shall comply with FERPA's limits on re-disclosure of personally identifiable information from education records. An SRO who is acting as a "school official" under FERPA may not re-disclose, without appropriate consent or authority, personally identifiable information from education records to outside parties, including other employees of his or her police department who are not acting as school officials, unless the disclosure satisfies an exception to FERPA's general written consent requirement (e.g., if the re-disclosure is made pursuant to a lawfully issued subpoena or court order or to appropriate parties under the health and safety emergency exception).
5. It shall be the responsibility of the Superintendent or District designee to make the ultimate determination as to whether information about a threat is sufficiently significant and articulable to warrant disclosure without consent to appropriate parties under the health and safety emergency exception. As a member of the District's law

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enforcement unit, the SRO may assist the District in gathering information (including personally identifiable information from education records), evaluating facts, and making District determinations, such as whether a health or safety emergency exists, and how the District should respond. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the CPD that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence. If confidential student record information is needed by the CPD, but no emergency situation exists, the information may be released only as allowed by law.

6. The parties understand and agree that the SRO meets the criteria specified in the District's annual notification of FERPA rights for being school officials with legitimate educational interests in the education records.

The SRO shall sign an acknowledgement of his or her responsibilities for safeguarding student information under FERPA, and the limits on re-disclosure under FERPA.

XII. REMOVAL OF A SCHOOL RESOURCE OFFICER

The Village agrees to remove the SRO from the District upon the written request of the Superintendent. In addition, the Village may remove any SRO from a School with twenty (20) days' written notice to the District. At the written request of the Superintendent, the Village will replace any removed SRO with a new SRO within twenty (20) days. If there is a disagreement between Parties regarding the SRO, the Parties will participate in good faith discussions to resolve any issues. The Joint Oversight Committee (made up of the Superintendent, School Board President, the CPD command and the Village of Capitan Mayor) will conduct such discussions. If those discussions fail, either Party may invoke the termination clause under Section XI. of this MOU.

XIII. TERMINATION OF MOU

With or without cause, either Party may terminate this MOU upon thirty (30) days written notice delivered to the other Party in person or by Certified U.S. Mail at the address provided in Section XII of this MOU. If terminated early, reimbursements under Section V above shall be made on a pro-rated basis only.

XIV. NOTICE

For the purpose of providing notice under this MOU, the Parties addresses are as follows:

To the City:	Attn: Mayor
	Village of Capitan
	114 Lincoln Ave.

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Capitan, New Mexico 88316
(575) 354-2247

With Copy to: Attn: Chief of Police
Village of Capitan
114 Lincoln Ave.
Capitan, New Mexico 88316
(575) 354-2247

To the District: Attn: Superintendent
Capitan Municipal School District
519 Smokey Bear Blvd.
Capitan, New Mexico 88316
(575) 354-8511

XV. TERM

Subject to any extension, amendment, or termination of this MOU in accordance with the provisions herein, the term of this MOU shall be from the Effective Date until May 21, 2027 ("MOU Term").

XVI. NO THIRD-PARTY BENEFICIARIES

This MOU only ensures to the benefit of the Parties hereto. No term or provision of this MOU shall benefit any person or entity not a Party hereto. The Parties shall cooperate fully in opposing any attempt by any third person or entity attempting to claim any benefit, protection, release or other consideration under this MOU.

XVII. SEVERANCE

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed amended to the minimum extent necessary to render it valid and enforceable and the remainder of this MOU will not be affected.

XVIII. LIABILITY

Neither Party waives or relinquishes any immunity or defense, including, without limitation, immunity under the New Mexico Tort Claims Act on behalf of itself, its governing body members, trustees, officers, employees, and agents as a result of the executions of this MOU or the performance of the obligations contained herein.

The Parties are solely and individually liable for their actions of the trustees, officers, employees, and agents and no Party to this MOU shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU.

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This MOU shall be implemented by the Parties in compliance with District policies and the "New Mexico Public School Insurance Authority (NMPSIA) Mandatory Standards for School Security Personnel" adopted on March 8, 2018, and as periodically amended.

XIX. INTEGRATION AND AMENDMENTS.

This MOU is the entire agreement between Parties and supersedes any and all oral agreements or other understandings between Parties regarding its subject matter. Modification, amendments, or extensions to this MOU shall be enforceable only if they are in writing and are signed by an authorized representative of each Party hereto.

XX. NO WAIVERS

The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

XXI. NONDISCRIMINATION

Parties to this MOU shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by state or federal law.

XXII. MODIFICATION

This MOU may be amended by the Parties only upon written consent of the Parties and may not be modified by oral agreement or actions of the Parties that are inconsistent with or contrary to the requirements of this MOU. This MOU shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties upon the Effective Date.

XXIII. EFFECTIVE DATE

This MOU shall be effective from the date of the last signature hereto (the "Effective Date").

IN WITNESS WHEREOF, the Parties have agreed to the terms and conditions in this MOU and have executed this MOU as of the Effective Date.

VILLAGE OF CAPITAN, NEW MEXICO

MINERVA DAVALOS
MAYOR

Date

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BETWEEN THE VILLAGE OF CAPITAN AND
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CAPITAN MUNICIPAL SCHOOL DISTRICT

HEATHER GUTIERREZ
SUPERINTENDENT

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF CAPITAN AND
CAPITAN MUNICIPAL SCHOOL DISTRICT**

WHEREAS, in October 2026, Capitan Municipal Schools (the "District") engaged with the Village of Capitan, a local governmental entity in New Mexico (the "Village") (collectively the Village and the District are the "Parties"), in discussions regarding the need for a School Resource Officer ("SRO") to better serve and protect the students of the District; and

WHEREAS, the Village Police Department ("CPD"), currently responds to police service calls within the District and has never previously provided an SRO to the Capitan Municipal Schools (collectively the "Schools"); and

WHEREAS, dedicated SROs in the Schools will foster a positive relationship between the CPD, its law enforcement officers, and the District's students, while providing those students with both a role model and an additional on-site security presence.

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X. RECOGNITION OF SEPARATION OF POWERS AND COMMITMENT TO COOPERATION

The SRO will neither be an employee of the District nor be responsible for enforcing formal school discipline. Public-order level offenses involving students including, without limitation, disorderly conduct, disruption of a public assembly, trespass, loitering, profanity, and fighting that does not involve physical injury or a weapon, may be considered school discipline issues to be addressed by the District rather than criminal issues requiring law enforcement intervention. Except for cases where a student's behavior presents an imminent danger of serious physical harm to the student or others and less restrictive interventions appear insufficient to mitigate the imminent danger of serious physical harm, the SRO shall not use physical force or restraints on any student.

The SRO will at all times operate under the authority of the Village of Capitan Police Department and, accordingly, the SRO will report through the CPD chain-of-command. The Superintendent of the Capitan Municipal Schools remains the person in authority for all administrative processes and personnel actions related to the SRO's services on school campuses. In addition, serious legal violations and threats to public safety will be handled in accordance with CPD policies and procedures. School Administrator, including the Superintendent, may request to have the SRO present for certain school related events and activities that are outside normal school hours.

The District, School Administrators, and CPD shall coordinate in good faith regarding the scheduling, training, responsibilities, and particular duties of the SROs.

XI. FERPA COMPLIANCE

The SRO shall be knowledgeable of and will comply with the requirements of the Family Educational Rights and Privacy Act of 1974 (FERPA), and 34 C.F.R. Part 99. Education records shall not be shared with an SRO unless a FERPA exception applies.

Access and use of body-worn cameras shall adhere to FERPA and must be agreed to by the Parties, in writing, prior to such use on school premises.

A. Law Enforcement Records

1. Law Enforcement Officer records are records that are:
 - a. created by a law enforcement officer;
 - b. created for a law enforcement purpose; and
 - c. maintained by the law enforcement unit.
2. As set out in FERPA, the District's Law Enforcement Officer includes any individuals that are officially authorized or designated by the District to:
 - a. enforce any local, State, or Federal law, or refer to appropriate authorities a

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- matter for enforcement of any local, State, or federal law, against any individual or organization other than the School District itself; or
 - b. maintain the physical security and safety of the District.
- 3. The SRO shall serve as the District's Law Enforcement Officer, and act as a liaison between the District and the CPD as provided in this Agreement.
- 4. The parties understand that Law Enforcement records are not protected by FERPA because they are specifically excluded from the definition of "education records" and, thus, from the privacy protections afforded to parents and eligible students by FERPA. Law Enforcement records shall include but not be limited to surveillance videos.

B. Access to Education Records

- 1. The SRO shall be considered a "school official," for purposes of FERPA. Although not an employee of the District, the Parties understand and agree that the SRO shall be considered a school official for purposes of FERPA because the District has outsourced to the SRO the function of providing safety and security for the Schools.
- 2. As school official, the SRO may be provided access to personally identifiable information protected under FERPA when he or she has a legitimate educational interest in that information.
- 3. The Village and the CPD understand and agree that the SRO shall be under the direct control of the District with respect to the use and maintenance of education records.
- 4. The Village and the CPD understand and agree that the SRO shall be subject to FERPA's use and re-disclosure requirements in 34 CFR § 99.33(a):
 - a. Personally identifiable information from education records may be used only for the purposes for which the disclosure was made (e.g., to promote school safety and the physical security of students); and
 - b. The SRO shall comply with FERPA's limits on re-disclosure of personally identifiable information from education records. An SRO who is acting as a "school official" under FERPA may not re-disclose, without appropriate consent or authority, personally identifiable information from education records to outside parties, including other employees of his or her police department who are not acting as school officials, unless the disclosure satisfies an exception to FERPA's general written consent requirement (e.g., if the re-disclosure is made pursuant to a lawfully issued subpoena or court order or to appropriate parties under the health and safety emergency exception).
- 5. It shall be the responsibility of the Superintendent or District designee to make the ultimate determination as to whether information about a threat is sufficiently significant and articulable to warrant disclosure without consent to appropriate parties

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under the health and safety emergency exception. As a member of the District's law enforcement unit, the SRO may assist the District in gathering information (including personally identifiable information from education records), evaluating facts, and making District determinations, such as whether a health or safety emergency exists, and how the District should respond. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the CPD that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety; the need of the information to meet the emergency situation and the extent to which time is of the essence. If confidential student record information is needed by the CPD, but no emergency situation exists, the information may be released only as allowed by law.

6. The parties understand and agree that the SRO meets the criteria specified in the District's annual notification of FERPA rights for being school officials with legitimate educational interests in the education records.

The SRO shall sign an acknowledgement of his or her responsibilities for safeguarding student information under FERPA, and the limits on re-disclosure under FERPA.

XII. REMOVAL OF A SCHOOL RESOURCE OFFICER

The Village agrees to remove the SRO from the District upon the written request of the Superintendent. In addition, the Village may remove any SRO from a School with twenty (20) days' written notice to the District. At the written request of the Superintendent, the Village will replace any removed SRO with a new SRO within twenty (20) days. If there is a disagreement between Parties regarding the SRO, the Parties will participate in good faith discussions to resolve any issues. The Joint Oversight Committee (made up of the Superintendent, School Board President, the CPD command and the Village of Capitan Mayor) will conduct such discussions. If those discussions fail, either Party may invoke the termination clause under Section XI. of this MOU.

XIII. TERMINATION OF MOU

With or without cause, either Party may terminate this MOU upon thirty (30) days written notice delivered to the other Party in person or by Certified U.S. Mail at the address provided in Section XII of this MOU. If terminated early, reimbursements under Section V above shall be made on a pro-rated basis only.

XIV. NOTICE

For the purpose of providing notice under this MOU, the Parties addresses are as follows:

To the City:	Attn: Mayor
	Village of Capitan

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114 Lincoln Ave.
Capitan, New Mexico 88316
(575) 354-2247

With Copy to: Attn: Chief of Police
Village of Capitan
114 Lincoln Ave.
Capitan, New Mexico 88316
(575) 354-2247

To the District: Attn: Superintendent
Capitan Municipal School District
519 Smokey Bear Blvd.
Capitan, New Mexico 88316
(575) 354-8511

XV. TERM

Subject to any extension, amendment, or termination of this MOU in accordance with the provisions herein, the term of this MOU shall be from the Effective Date until May 21, 2027 ("MOU Term").

XVI. NO THIRD-PARTY BENEFICIARIES

This MOU only ensures to the benefit of the Parties hereto. No term or provision of this MOU shall benefit any person or entity not a Party hereto. The Parties shall cooperate fully in opposing any attempt by any third person or entity attempting to claim any benefit, protection, release or other consideration under this MOU.

XVII. SEVERANCE

If any provision of this MOU is held to be invalid or unenforceable by a court of competent jurisdiction, such provision will be deemed amended to the minimum extent necessary to render it valid and enforceable and the remainder of this MOU will not be affected.

XVIII. LIABILITY

Neither Party waives or relinquishes any immunity or defense, including, without limitation, immunity under the New Mexico Tort Claims Act on behalf of itself, its governing body members, trustees, officers, employees, and agents as a result of the executions of this MOU or the performance of the obligations contained herein.

The Parties are solely and individually liable for their actions of the trustees, officers, employees, and agents and no Party to this MOU shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this MOU.

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This MOU shall be implemented by the Parties in compliance with District policies and the "New Mexico Public School Insurance Authority (NMPSIA) Mandatory Standards for School Security Personnel" adopted on March 8, 2018, and as periodically amended.

XIX. INTEGRATION AND AMENDMENTS.

This MOU is the entire agreement between Parties and supersedes any and all oral agreements or other understandings between Parties regarding its subject matter. Modification, amendments, or extensions to this MOU shall be enforceable only if they are in writing and are signed by an authorized representative of each Party hereto.

XX. NO WAIVERS

The failure by one Party to require performance of any provision shall not affect that Party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this MOU constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

XXI. NONDISCRIMINATION

Parties to this MOU shall not discriminate in this Program on the basis of race, color, religion, gender, national origin, age, disability, sexual orientation, gender identity, gender expression, or any other basis prohibited by state or federal law.

XXII. MODIFICATION

This MOU may be amended by the Parties only upon written consent of the Parties and may not be modified by oral agreement or actions of the Parties that are inconsistent with or contrary to the requirements of this MOU. This MOU shall not become effective until executed by each Party. Therefore, the Parties to this Agreement shall begin their respective duties upon the Effective Date.

XXIII. EFFECTIVE DATE

This MOU shall be effective from the date of the last signature hereto (the "Effective Date").

IN WITNESS WHEREOF, the Parties have agreed to the terms and conditions in this MOU and have executed this MOU as of the Effective Date.

VILLAGE OF CAPITAN, NEW MEXICO

MINERVA DAVALOS
MAYOR

Date

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HEATHER GUTIERREZ
SUPERINTENDENT

Date

VILLAGE OF CAPITAN

PO BOX 1380

CAPITAN NM 88316

Hourly Rate of Pay for SRO	Overtime Calculated 1.5 times regular rate of pay	Holiday calculated 2.5 times regular rate of pay
29.00	43.50	72.50

Any amount billed to the District for SRO overtime will be the rate of pay times the number of hours worked. If the hours worked by an SRO exceeds 40 hours and are due to a District-requested, scheduled, or approved after-hours function or event, the officer will be paid overtime. Overtime shall be calculated at the above rate as overtime. If the officer works overtime on a holiday the amount paid will be 2.5 times the hourly rate.

The Village of Capitan is responsible for all payroll taxes, both state and federal, PERA deductions, and all fringe benefits.

Melanie Dean, Finance Officer
PO Box 1380
Capitan NM 88316
(575) 937-0998