

**Board of Education**

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J. Vance Lee Superintendent  
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## CAPITAN MUNICIPAL SCHOOLS BOARD OF EDUCATION

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### *AGENDA ITEM EXECUTIVE SUMMARY*

1. Board Meeting Date: April 20, 2026
2. Item Title: V.A.2 2024-25 MOU – Village of Capitan – SRO Amendment
3. Name of Presenter: V. Lee
4. This item is for: XX Action \_\_\_ Consent Agenda \_\_\_ Discussion \_\_\_ Report/Information
5. Proposed Motion (Action Items Only): I move that we approve the amendment to the 2024-25 MOU with the Village of Capitan for SRO services, as presented.
6. Executive Summary: Please see attached.

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

WHEREAS, in June 2022, the District engaged with the Village in discussions regarding the need for School Resource Officers ("SRO's") 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 SRO's 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 School Resource Officer (SRO) at Capitan Municipal Schools is made and entered into as of the Effective Date, by and between the Village of Capitan, a local governmental entity in New Mexico, (the "Village") and the Capitan Municipal School District (the "District") (collectively the Village and the District are the "Parties"), 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 Memorandum of Understanding ("MOU") formalizes the partnership between the Capitan Municipal Schools and the Village of Capitan Police Department for the implementation of a School Resource Officer ("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 twenty hours per week. The SRO will maintain a physical presence on the campuses of the schools to which they are assigned.

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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, for the SRO. An SRO must be clearly identified as law enforcement. The uniform apparel and law enforcement equipment shall be defined by the law enforcement agency. 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 SRO's law enforcement agency. In the event additional weapons or gear is 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, along with school-site training and training in working with adolescents. 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, it is recommended that SROs receive 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 at the rate of 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 ensure that the School provides each 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.

Convictions of felonies or misdemeanors contained in the FBI record shall be used in accordance with the Criminal Offender Employment Act; provided that other information contained in the FBI record, if supported by independent evidence, may form the basis for the Superintendent to reject placement of an SRO candidate.

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## VII. SCOPE OF WORK

During the School Year, each SRO will dedicate twenty (20) hours per week to duties related to his/her role as de 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.
- 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 and promote a positive relationship between students and law enforcement officials.
  - Be familiar with and adhere to District policy.
  - o Understand District policy regarding how to distinguish disciplinary infractions to be handled by school personnel versus criminal activity that warrants SRO involvement;
  - o 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;
  - o Work with the District's personnel to provide recommendations concerning vehicular and traffic safety on and around the school campuses;
  - o Work collaboratively with the District to create safe and drug free schools and promote healthy youth development;
  - o Provide direct intervention to students who are victims, witnesses, or perpetrators of violent crime;
  - o Provide assistance in the development of a Safe School Plan and crisis preparedness guidelines for schools; and
  - o 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.

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**VIII. 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 Administrators 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.

**IX. FERPA COMPLIANCE**

The SRO 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 a SRO unless a FERPA exception applies.

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

**X. REMOVAL OF A SCHOOL RESOURCE OFFICER**

The Village agrees to remove any SRO from a School upon the written request of the Superintendent. In addition, the Village may remove any SRO from a School with proper advance notice to the District. At the written request of the Superintendent, the Village will replace any removed SRO with a new SRO within a reasonable timeframe. If there is a disagreement between Parties regarding the SRO, the Parties will participate in good faith discussions to resolve any issues. If those discussions fail, either Party may invoke the termination clause under Section XI. of this MOU.

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**XI. TERMINATION OF MOU**

With or without cause, either Party may terminate this MOU upon sixty (60) days written notice delivered to the other Party contact 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.

**XII. 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. 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

**XIII. 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 the end of the June 30, 2025 ("MOU Term").

**XIV. 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.

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**XV. 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.

**XVI. 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-

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

**XVII. 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.

**XVIII. 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.

**XIX. 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.

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**XX. MODIFICATION**

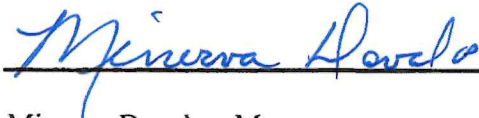
This MOU may be amended by the Parties only upon written consent of the Parties and may not be modified by oral agreement or actions of the Parties that are inconsistent with or contrary to the requirements of this MOU. This MOU shall not become effective until executed by each Party. Therefore, the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

**XXI. EFFECTIVE DATE**

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

In Witness Whereof, the parties have agreed to terms and conditions in this MOU and have executed this MOU as of the effective Date.

**VILLAGE OF CAPITAN, NEW MEXICO**



Minerva Davalos, Mayor

11-12-2024

Date

**CAPITAN MUNICIPAL SCHOOL DISTRICT**



J. Vance Lee, Superintendent

10-22-2024

Date

