

SERVICE AGREEMENT
between
DOÑA ANA COUNTY, DOÑA ANA COUNTY SHERIFF'S
DEPARTMENT
AND
GADSDEN INDEPENDENT SCHOOL DISTRICT
for
SCHOOL RESOURCE OFFICER SERVICES

This agreement is made this ___ day of _____, 2023 by and between the BOARD OF EDUCATION FOR THE GADSDEN INDEPENDENT SCHOOL DISTRICT and the BOARD OF COUNTY COMMISSIONERS OF DOÑA ANA COUNTY and the DOÑA ANA COUNTY SHERIFF'S DEPARTMENT as follows:

WHEREAS the BOARD OF EDUCATION FOR THE GADSDEN INDEPENDENT SCHOOL DISTRICT ("GISD") implement a School Resource Officer ("SRO") program with the GISD; and

WHEREAS, GISD seeks to obtain services from the COUNTY and DASO to implement the SRO program; and

WHEREAS, the COUNTY and DASO agree to provided services to GISD to implement the SRO program; and

WHEREAS, the parties desire to set forth in this Service Agreement the specific terms and conditions to the services to be performed and provided by the COUNTY, DASO, SROs and GISD; and

WHEREAS, it is understood by the parties that the role of the SROs is to improve school safety and avoid inappropriate referrals to law enforcement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1.0 COMPENSATION/CONSIDERATION

1.1 GISD agrees to compensate the COUNTY the actual cost of providing SROs to GISD. For and in consideration of the COUNTY and DASO providing the SRO Program as described herein, the GISD agrees to reimburse the COUNTY for the of actual expenditures set forth in Attachment "A".

1.2 DASO will submit an original quarterly invoice to GISD finance department for expenditures incurred in the previous quarter. The quarterly invoice amount is to be accompanied by documentation sufficient to support the expenditures and details all activities conducted by the SRO. The quarterly invoice will be processed for payment and a check issued within ten (10) business days from the date the invoice is received in the GISD Finance Department. In order not to delay payment any items of cost that

are disputed or do not contain sufficient documentation, GISD will pay the non-disputed amount within ten (10) business days and notify DASO, in writing, of the reasons for the dispute. DASO will provide written explanation and/or documentation to resolve the disputed items in a timely manner.

2.0 Employment and Assignment of School Resource Officers

2.1 The COUNTY and DASO agrees to employ up to five (5) SROs during the term of this Agreement. The SROs shall be Commissioned and Certified Law Enforcement Officer and employees of the COUNTY and DASO and shall be subject to the administration, supervision and control of DASO.

2.2 It is agreed and understood that the deployment of up to five (5) SROs may not be accomplished at the same time and that the actual number of SROs that can be deployed during the course of the agreement will be dependent upon the staffing levels with DASO.

2.3 The COUNTY and DASO, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.

2.4 The SROs shall be assigned to specific schools as needed by agreement between the Superintendent and DASO or by any other person designated by the Superintendent and Sheriff.

2.5 In the event an SRO is absent from work, the SRO shall notify both his supervisor in the SHERIFF'S OFFICE and the Superintendent or other person designated by the Superintendent. If daily available staffing permits the SHERIFF'S OFFICE agrees to assign another officer to substitute for the absent SRO.

2.6 DASO shall periodically evaluate the SRO program in coordination with GISD's Superintendent and GISD's Security Coordinator. In the event that GISD has evaluated the SRO program to have deficiencies or is unsatisfactory, the Sheriff or Sheriff's designee shall meet with the GISD Superintendent and Safety and Security Coordinator to discuss whether remedial action can be taken to improve the SRO program.

2.7 The SRO shall provide a monthly activity log to their Sheriffs Office supervisor as well as the principal of the assigned school documenting their daily activities. This activity log will aid in the evaluation of the program.

2.8 GISD shall provide office space, office supplies, and access to a computer with internet access.

3.0 Duty Hours

3.1 Regular duty time shall be on scheduled school days between the hours of 08:00 AM through 04:00 PM Monday through Friday. On recognized holiday's that do not coincide with the COUNTY's holiday schedule SRO's will report to their assigned

DASO supervisor for daily work.

3.2 Whenever possible, it is the intent of the parties that the SROs duty hours shall conform to the school day, student lunch schedule, and approved GISD calendar.

3.3 In the event of an emergency one or more SROs are ordered by their supervisor to leave their school duty station during normal duty hours and to perform other services for DASO, the time spent shall not be considered hours worked under this Agreement. In such an event, the monthly reimbursement paid by GISD to the COUNTY shall be reduced by the number of hours of SRO service not provided to GISD. This subsection shall not apply to time spent by SROs attending magistrate court, juvenile court, and/or criminal cases arising from and/or out of their duties as an SRO and shall be considered as hours worked under this Agreement.

3.4 Hours worked by an SRO exceeding 40 hours per work week shall be considered overtime and shall be compensated at the overtime rate established by the COUNTY. The COUNTY shall pay for any overtime compensation as a result of suffered or permitted overtime under the Fair Labor Standards Act of 1938 ("FLSA"), 29 U.S.C. § 201 *et. seq.*, and in accordance with applicable collective bargaining agreements. GISD is responsible only for the payment of overtime authorized or requested by the Superintendent or other person designated by the Superintendent. GISD authorized overtime will include but not limited to school functions such as athletic events, dances, PTA programs and other school-sponsored events.

4.0 Basic Qualifications of School Resource Officers (SROs)

4.1 To be a SRO, an officer must be a certified law enforcement officer and meet all of the basic qualifications included within the current DASO job description herein incorporated by reference. The SRO must also receive all training required by NMSA 1978, section 29-7-14.

5.0 Duties of School Resource Officers

5.1 To protect lives and property for the citizens, including GISD students;

5.2 To take law enforcement action as required. The SRO shall conduct his or her law enforcement activities pursuant to all of DASO operating guides, policies, and operation directives, except as otherwise provided in this Agreement. As soon as practical, the SRO shall make the SRO supervisor and/or the GISD principal for assigned school aware of such action, and shall complete all reports as may be required for a Sheriff's Deputy and transmit said reports or copies of said reports to DASO.

5.3 To investigate criminal activity committed on or adjacent to school property to include giving assistance to other DASO deputies in matters regarding his or her assignment to DASO whenever necessary, including the apprehension of criminal suspects engaged in criminal activities and execution of warrants when appropriate.

5.4 To be responsible for determining the need for additional law enforcement

presence or assistance on campus and will make such request when needed. In the event the SRO requests additional patrol units on campus, he or she will act as the primary unit directing and assisting the additional DASO units except as otherwise provided by DASO policies and procedures.

5.5 To provide for the protection of students and staff from negative influences and from criminal conduct, and he or she shall assist in the maintenance of peace and order on the property of GISD.

5.6 To be present at school functions such as athletic events, dances, PTA programs and other school-sponsored events when the GISD Safety and Security Coordinator and the SRO Supervisor agree his or her attendance is advantageous to maintaining order in the public schools. The SRO Supervisor will coordinate such activities with the GISD Safety and Security Coordinator to minimize the requirement to provide overtime pay.

5.7 To be armed at all times working at GISD, unless otherwise directed by DASO policies, procedures or directives.

5.8 The SRO Supervisor shall act as an advisor to the GISD Safety and Security Coordinator in safety and security matters, violence reduction strategies and legal aspects of the activity of students.

5.9 The SRO Supervisor will assist the Superintendent of Schools and the GISD Safety and Security Coordinator in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student conduct.

5.10 The SRO is not a school disciplinarian. The SRO will not administer discipline or punishment. If members of the staff of GISD believes a violation of the law has occurred they shall contact the SRO who will determine whether law enforcement action is appropriate except when an affirmative duty exists under state law to report a matter directly to law enforcement such as the duty of GISD personnel to report suspected child abuse or neglect.

5.11 The SRO will not take part in any school disciplinary actions; he or she will only accompany the school administrator/interviewer if there is a threat of violence. If the incident is a violation of the law, the SRO may assist the school's administration in determining if law enforcement action is appropriate.

5.12 Should it become necessary for the SRO to conduct formal law enforcement interviews with the students, the SRO shall adhere to applicable legal requirements and DASO policies with regard to such law enforcement interviews.

5.13 The SRO shall follow DASO policy with regards to keeping a copy of all law enforcement and school reports regarding criminal incidents at GISD and shall provide a copy of each report to the GISD Safety and Security Coordinator when requested.

5.14 The SRO may assist the school's administration in escorting students who are violent or have threatened violence toward school administration or others from the

campus. It shall be the responsibility of the school's administration to release the juvenile according to GISD policy, or if applicable, according to DASO policies, procedures or directives. In the event of a conflict between the policies and procedures GISD and DASO, the policies and procedures of DASO control, except as expressly limited by this Agreement.

5.15 The SRO will, whenever possible, attend meetings of GISD's parent and faculty groups to solicit their support and understanding of the duties and responsibilities of the SRO and promote awareness of the SRO's law enforcement functions.

5.16 The SRO will, whenever possible, be available for conferences with students, parents and faculty members to assist them with problems for a law enforcement or crime prevention nature.

5.17 In the performance of their duties, SROs shall coordinate and communicate with the principal or the principal's designee of the school to which they are assigned, and with the GISD Safety and Security Coordinator.

5.18 The SRO shall receive a copy of this Agreement and be responsible for compliance with it, which compliance shall be supervised and enforced by DASO.

5.19 SROs shall not use their positions, their influence, or their authority over students to make personal demands upon students unrelated to the purposes of their education or their safety. SROs shall not become intimately involved with students, shall not engage in or respond to romantic, sexually oriented, or other intimate relations, or activities with students, nor participate in any unethical behaviors or conduct with them. If GISD should suspect that a SRO has engaged in inappropriate conduct with a student, GISD has the authority under this Agreement to prohibit the SRO's presence on GISD property on or off duty, and DASO shall provide a substitute SRO until such time as an investigation is completed and appropriate action taken, if any, with regard to the SRO. DASO shall be responsible for completing the appropriate investigation and taking such as employment action as necessary under its own policies and procedures.

5.20 There shall be no enforcement of federal immigration law on GISD property, which is a sensitive location. This means that SROs shall not, except as required by law:

- a. Inquire about or record a student's or a family member's immigration status;
- b. participate in any immigration enforcement efforts of federal authorities, such as holding people on Immigration and Customs Enforcement (ICE) detainees;
- c. respond to ICE notification or transfer requests;
- d. make arrests based on civil immigration warrants; and
- e. allow ICE to use campus facilities for immigration enforcement purposes.

5.21 SROs shall follow all GISD policies and policies of the assigned school that are

not duplicated or conflict with DASO Policies and Procedures.

6.0 Chain of Command

6.1 As employees of DASO, SROs shall follow the chain of command as set forth in the DASO Policies and Procedure Manual.

7.0 Training/Briefing

7.1 All SROs shall be required by DASO to attend monthly training and briefing sessions. These sessions will be held at the direction of DASO. Briefing sessions will be conducted to provide for the exchange of information between DASO and SRO's.

7.2 All SROs will attend all mandated DASO and Department of Public Safety training, which includes but is not limited to firearms, ECDs (Electronic Control Devices), legal updates and defensive tactics.

7.3 All SRO's shall be required to attend GISD designated training when mutually agreed upon by the Superintendent of Schools and SRO's supervisor.

7.4 All SRO's shall attend staff meetings and/or other GISD meetings as determined by the Superintendent of Schools with the approval of the SRO's supervisor.

7.5 GISD requests that when possible DASO trainings do not conflict with the first week of school.

8.0 Dress Code

8.1 SROs shall be required to wear a departmental uniform provided by DASO during his or her working hours.

9.0 Supplies and Equipment

Using funds received from GISD under Section 1.0 herein and funds from other sources, if any, DASO agrees to provide each SRO with the following equipment:

9.1 Motor vehicles. DASO shall provide a standard patrol vehicle for each SRO. The standard patrol vehicle shall be properly equipped for the performance of the SRO's law enforcement duties, including emergency response to all schools within the GISD pursuant to DASO policies and procedures for such use.

9.2 Weapons and Ammunition. DASO agrees to provide each SRO with DASO approved weapon or weapons and with sufficient ammunition for each SRO. SROs are authorized per departmental policy and procedures to carry patrol rifles during working hours on the property of GISD.

9.3 Office Supplies. GISD agrees to assist in providing each SRO with office supplies and school forms required in the performance of their duties. In addition, each SRO will be provided a private office on assigned school grounds. Each SRO shall be provided access to a computer with internet access, printer and a fax machine for confidential intelligence sharing with other SROs. SROs shall comply with all of GISD's computer use policies and regulations.

10.0 Transporting Students

10.1 It is agreed that SROs shall not transport students in their vehicles except:

- a. when the students are victims of a crime, under arrest, or some other emergency circumstances exist; and
- b. when students are suspended and sent home from school pursuant to criminal charges and the student's parent or guardian has refused or is unable to pick-up the child within a reasonable time period and the student is disruptive or disorderly and his/her continued presence on campus is a threat to the safety and welfare of the student, other students, or school personnel, as determined by the SRO or his/her supervisor.

10.2 If the student to be transported off campus is not under arrest, a victim of a crime, or violent or disruptive, GISD shall provide transportation for the student.

11.0 Bomb Threats

11.1 It is a felony to give false information concerning the placement of a bomb in a school building. School officials, the SRO and fire and safety officials shall cooperate in the implementation of procedures in the event of a bomb threat. In all cases, the principal shall report such incidents to the GISD Superintendent and to the SRO. In the absence of physical evidence, it is the school principals or the GISD Superintendent's decision to evacuate the school.

12.0 Controlled Substances and Weapons

12.1 School officials shall immediately notify the SRO in all cases involving ALL possessions, sales or distribution of controlled substances and weapons at school or school activities.

12.2 Any controlled substances or suspected controlled substances confiscated by school officials shall be turned over to the SRO.

12.3 If there is probable cause to believe that a student or any other person has sold or is selling controlled substances at or near a school, the SRO shall be notified and the SRO shall investigate.

12.4 The SRO shall be immediately notified of all criminal activity.

13.0 Access to Student Education Records

13.1 School officials shall allow SROs to inspect and copy any public records maintained by the school including student directory information such as yearbooks. However, law enforcement officials may not inspect and/or copy confidential student education records except in situations related to the investigation of suspected child abuse or neglect under N.M. Stat. Ann. § 32A-4-3(E) (1978) of the New Mexico Children's Code. SROs are otherwise limited in their access to confidential student records under the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C.A. 1232g ("FERPA").

13.2 If some information in a student's cumulative record is needed in an emergency to protect the health or safety of the student or other individuals, school officials may disclose to the SRO at their sole discretion 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.

13.3 If confidential student records information is needed, but no emergency situation exists, the information may be released only upon the issuance of a search warrant or subpoena to produce the records under FERPA following a reasonable attempt by the SCHOOL DISTRICT to inform the parents or guardians of the subpoena. See 34 C.F.R. § 99.31(9)(i).

14.0 Term of Agreement.

This Agreement shall commence **July 1, 2023**, and shall be effective through **June 30, 2024**. This Agreement may be renewed annually for additional twelve month periods. Written notice of the intent to renew the Agreement shall be issued by GISD by May of each contract period.

15.0 Insurance and Indemnification

15.1 DASO shall maintain in full force and effect a general comprehensive liability insurance policy during the term of this Agreement for the SRO's performance of his or her law enforcement duties providing coverage in an amount equal to or exceeding that required under the New Mexico Tort Claims Act at N.M. Stat. Ann. § 41-4-19 (2004) as amended or recodified in the future.

15.2 No Party to this Agreement shall be responsible for the liability incurred as a result of the other Party's acts or omissions in connection with this Agreement or in performance under this Agreement. Any liability incurred in connection with this Agreement or the acts or omissions of a Party performing under the Agreement is specifically subject to the immunities and limitations of the New Mexico Tort Claims Act, N.M. Stat. Ann. §§ 41-4-1 *et seq.*(1978), as the same may be amended or

recodified from time to time. This Agreement contains the understanding between the COUNTY, DASO and GISD only and shall not create or confer on any other person or entity any right or benefit, substantive or procedural, enforceable at law or otherwise against the named parties, their officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, consultants, or advisors.

16.0 Termination.

16.1 Either party may terminate this Agreement at any time by 60-day written notice. DASO reserves the right to remove the SRO's at any time DASO staffing levels fall below acceptable norms. Should removal of SRO's occur due to staffing levels the GISD Superintendent will be informed in writing and advised removal of the SRO's will occur within fifteen school days.

17.0 Non-appropriation of Funding.

17.1 If this Agreement depends upon the appropriation of funds from GISD or the COUNTY, and if either GISD or the COUNTY does not appropriate the funds necessary for performance, then the GISD or the COUNTY, may provide written notice to the other party and cancel this Agreement without further obligation except for payment due as mutually agreed for work in progress or completed by DASO.

18.0 Modifications.

18.1 This Agreement may be modified only by written amendment signed by both parties. Such amendment shall be subject to the approval of the GISD, DASO and the COUNTY.

19.0 Non-enforceability of Provisions.

19.1 If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect. No waiver of any breach of the Agreement or any of the terms or conditions thereof shall be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid, alleged or binding unless the same shall be in writing and signed by the Party alleged to have granted the waiver.

20.0 Entire Understanding.

20.1 This document and any supplement attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

21.0 Applicable Law

21.1 This Agreement shall be governed by the laws of the State of New Mexico.

22.0 Accountability for Funds and Records

22.1 Each Party shall be strictly accountable for all receipts and disbursements under the Agreement. It shall follow the requirements of the Manual of Procedure for Uniform Financial Accounting and Budgeting for the New Mexico Public Schools (Current Edition) in handling and accounting for all property or funds. All receipts and disbursements shall be subject to audit in the same manner as GISD funds in accordance with the New Mexico Audit Act.

23.0 Execution of Agreement

23.1 This agreement shall become effective only after execution by the Superintendent on behalf of GISD, the County Manager on behalf of the COUNTY and the Sheriff on behalf of DASO. Each individual signing this agreement represents that they have been granted authority by their respective governing to execute this agreement.

For Doña Ana County Sheriff’s Office

For Doña Ana County

Kim Stewart
Sheriff

Fernando R. Macias
County Manager

For the Gadsden Independent School District

Travis Dempsey
Superintendent

ATTACHMENT “A”

School Resource Officer Compensation Schedule

Pursuant to Section 1.0 of the Service Agreement between Doña Ana County, The Doña Ana County Sheriff's Department and the Gadsden Independent School District for School Resource Officer Services, the Gadsden Independent School District will reimburse Doña Ana County at the following rate for each School Resource Officer assigned to the Gadsden Independent School District.

Hourly Rate:

(Based on the actual rate of deputy assigned)

Deputy's hourly pay rate:	\$25.27 to \$35.45 per hour
Overtime hourly rate: (all hours over 40hrs/week):	\$37.88 to \$53.18 per hour
Benefits hourly rate (annual benefits costs divided by 2080 hrs)	\$10.38 to 22.01 per hour

Monthly Costs:

For each month that a SRO is assigned to a GISD school for over 14 calendar days the following monthly costs will be assessed:

Vehicle costs (\$105,000 per vehicle depreciated over 6 yrs)	\$1,458.33/mo
Liability Insurance cost: (\$4,600 divided by 12 months)	\$383.33/mo

Training costs:

All required annual training (includes LEA required annual training, required SRO training and any travel costs associated with the training)	Actual Costs
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