

**Ruidoso Municipal School District ~ Board of Education
Special Meeting**

Tuesday, March 16, 2021 - 5:30 PM

Ruidoso Middle School & Online Technology

124 Warrior Drive

Ruidoso, NM 88345

Join Zoom Meeting

<https://us02web.zoom.us/j/88991055189?pwd=dTNqQWt4VjlvRVIZNy96Qzl3K0k0dz09>

Meeting ID: 889 9105 5189

Passcode: 716566

AGENDA

I. CALL TO ORDER

II. DETERMINATION OF A QUORUM

III. MOMENT OF SILENCE AND PLEDGE

IV. ADOPTION OF AGENDA

V. PUBLIC COMMENT

***If you wish to make a public comment to the Board of Education, Please email
Veronica Prieto at prietov@ruidososchools.org by 5:00 pm on March 16, 2021.**

VI. REPORTS

A. Superintendent's Report

VII. ACTION ITEMS

A. Consideration of Approval of Budget Adjustment Requests. 2

B. Consideration of Approval for RMSD to conduct in-person learning, five days a week, beginning April 5, 2021.

C. Consideration of Approval of Joint Powers Agreement with Village of Ruidoso for FY22 School Resource Officer. 3

VIII. ITEMS SUGGESTED FOR FUTURE MEETINGS

IX. UPCOMING EVENTS

A. Regular Board Meeting, April 13, 2021.

X. ADJOURNMENT

Memorandum:

To: Board of Education
Dr. George Bickert, Superintendent

From: Clint H. Taylor, Director of Business & Finance 

Date: March 16, 2021

Re: State, Local, and Capital Program Budget Adjustment Requests

This is to request Board Approval for establishing, initial budget, increasing, decreasing, transferring and maintaining various budgets for the following programs:

TRANSFER

CARES Act (24301) 0050-T	\$	116,360
Transfer budget from functions 2100, 2400, and 2600 to function 1000.		

**JOINT POWERS AGREEMENT
BETWEEN THE VILLAGE OF RUIDOSO
AND
THE BOARD OF EDUCATION
FOR
THE RUIDOSO MUNICIPAL SCHOOL DISTRICT**

REGARDING PLACEMENT OF A SCHOOL RESOURCE OFFICER AT RUIDOSO SCHOOLS

The Village of Ruidoso and the Ruidoso Municipal Schools mutually agree as follows:

1. Term: This JPA will remain in effect from the first day of school, 2021, to the last day of school, 2022, but may be rescinded or terminated with or without cause by either party upon 30 days prior written notice. The Agreement may be renewed and extended annually for additional and successive school year terms. Any future school year renewals or extensions may be terminated with or without cause by either party upon 30 days prior written notice.
2. Intent: The goals of this JPA are to assist the Ruidoso Municipal Schools in providing a safe learning environment and improve relationships between law enforcement officers and today's youth. This JPA also attempts to promote a better understanding of the law enforcement officer's role in society while educating students, parents, and school personnel which will build a better community while also providing a role model in the educational system.
3. Provision of SRO: The Village of Ruidoso will provide to the Ruidoso Municipal Schools one (1) School Resource Officer (SRO) for regular school days beginning with the date of this JPA and continuing through June 30, 2022, to carry out specific duties as outlined in this JPA.
4. Consideration: In consideration of the assignment of a police officer to work with the School district as provided herein, the School District agrees to pay the Village one-half (1/2) of the SRO's salary and benefits for the term that this Agreement is in effect.
5. Assignment of SRO: In consideration of the full and complete payment of the cost of providing the SRO for the assigned time period, the SRO will be assigned to the Ruidoso Municipal Schools on a full-time basis. The Village will endeavor to have police officers available for duty at their assigned school each day that school is in session during the regular school year. The Village is not required to furnish substitute officers on days when regular School Resource Officers are absent due to illness or police department requirements. The SRO shall be assigned and dispatched within the Ruidoso Municipal Schools by the Superintendent of Schools or his or her designee. The officer's SRO activities will be restricted to their assigned school grounds except for:

- a. Follow up home visits when needed as a result of school related student problems.
 - b. School related off-campus activities when officer participation is requested by the principal and approved by the Agency.
 - c. In response to off-campus, but school related, criminal activity.
 - d. In response to emergency police activities.
6. Village of Ruidoso Employee: The SRO shall remain a term employee of the Village of Ruidoso, for the term of this JPA, and not an employee of the Ruidoso Municipal Schools. The SRO shall abide by the policies and procedures of the Village of Ruidoso, and of the Ruidoso Municipal Schools when these are not in conflict with the policies and procedures of the Village of Ruidoso. The SRO shall not accrue leave, retirement, insurance, or other benefits provided to employees of the Ruidoso Municipal Schools as a result of this JPA.
7. Job Performance: The Village of Ruidoso shall periodically evaluate the SRO with regard to his or her job performance in coordination with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools. In the event that the Ruidoso Municipal Schools has evaluated the SRO to have job performance deficiencies or unsatisfactory job performance, the SRO's immediate supervisor within the Village of Ruidoso shall meet with the Superintendent of Schools or his or her designee to discuss whether remedial action can be taken to improve the SRO's job performance or whether the SRO shall be replaced, including the sharing of the cost for any proposed remedial action or replacement. The SRO will have an opportunity to challenge any adverse evaluation in accordance to the village of Ruidoso Policy and Procedures.
8. SRO Qualifications: Notwithstanding any qualifications set forth in the normal course of employment as a Police Officer by the Village of Ruidoso , the SRO shall meet the following qualifications:
- a. Be a certified law enforcement officer by the State of New Mexico.
 - b. Have successfully completed the Basic SRO course of the National Association of School Resource Officers.
 - c. Have excellent communications skills.
 - d. Be able to relate well to children of all ages.
 - e. Posses good coordinating and planning skills.
 - f. Be knowledgeable of the juvenile and adult criminal justice systems.

9. SRO Duties:

- a. The SRO shall take law enforcement action as required. The SRO shall conduct his or her law enforcement activities pursuant to all of the Police Department's operating guides, policies, and operation directives, except as otherwise provided in this JPA. As soon as practical, the SRO shall make the Superintendent of Schools and/or his or her designee aware of such action, and shall complete all reports as may be required for a Police Officer and transmit said reports or copies of said reports to the Village of Ruidoso. At the request of the Superintendent of Schools or his or her designee, the SRO shall take appropriate law enforcement action against intruders and unwanted visitors who may appear at the Ruidoso Municipal Schools and school-related functions, to the extent the SRO may do so under the authority or color of law.
- b. The SRO shall maintain a detailed and accurate record of all his or her operations and activities on the property of the Ruidoso Municipal Schools.
- c. The SRO shall give assistance to other police officers in matters regarding his or her assignment to the Ruidoso Municipal Schools whenever necessary, including the apprehension of criminal suspects engaged in criminal activities and execution of warrants when appropriate.
- d. The SRO will be responsible for determining the need for additional police 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 police units except as otherwise provided by the Village of Ruidoso pursuant to its policies and procedures.
- e. The SRO shall 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 the Ruidoso Municipal Schools.
- f. The SRO shall adhere to all state and federal laws and the policy/procedure manual of the Village of Ruidoso in the performance of his or her law enforcement duties within the property of the Ruidoso Municipal Schools.
- g. The SRO will be expected to be present at school functions such as athletic events, dances, PTA programs and other school-sponsored events when the Superintendent of Schools or his or her designee and the SRO agree his or her attendance is advantageous to maintaining order in the schools. The SRO will coordinate such activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools by adjusting his schedule to avoid any requirement for overtime pay.
- h. The SRO shall wear the appropriate uniform of a School Resource Officer with the Village of Ruidoso during his or her working hours unless otherwise

approved by the Police Chief, and by the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools.

- i. The SRO when working at the Ruidoso Municipal Schools shall be armed at all times, unless otherwise directed by the Police Department's policies, procedures or directives.
- j. The SRO shall act as an advisor to the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools in safety and security matters, violence reduction strategies and legal aspects of the activity of students.
- k. The SRO will assist the Superintendent of Schools and his or her designee in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student conduct.
- l. The SRO is not a school disciplinarian. The SRO will not administer discipline or punishment. If members of the staff of the Ruidoso Municipal Schools 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 school district personnel to report suspected child abuse or neglect.
- m. The SRO will not take part in any school disciplinary actions. If the incident is a violation of the law, the SRO may assist the school district administration in determining if law enforcement action is appropriate. The SRO may accompany the school interviewer, when determined appropriate by the district administrator, to offer advice on Criminal, Civil, or Social issues regarding the circumstance surrounding the particular case. The district administrator may request that the SRO act as a witness.
- n. Should it become necessary for the SRO to conduct formal police interviews with the students, the SRO shall adhere to applicable legal requirements and the policies of the Board of Education and of the Village of Ruidoso with regard to such police interviews. In the event said policies conflict, the policies and procedures for such formal police interviews provided by the Village of Ruidoso shall control.
- o. The SRO shall keep documentation of all in-office counseling sessions, and he or she shall adhere to all school policies and procedures for counseling of students.
- p. The SRO shall keep a copy of all police and school reports regarding criminal incidents at the Ruidoso Municipal Schools. For security reasons these copies will be maintained at the Ruidoso Police Department's Records Division.
- q. Except in extraordinary emergency circumstances, the SRO will not transport a sick or injured child for medical assistance or provide escort with his or her police unit for school personnel, or use his or her police cruiser/unit for

personal use. The SRO may transport students in his or her police cruiser in a situation related to the SRO's law enforcement functions (arrest, etc.). The SRO may assist the 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 district administration to release the juvenile according to school policy, or if applicable, according to the Police Department's policies, procedures or directives. In the event of a conflict between the policies and procedures of Ruidoso Municipal Schools and the Village of Ruidoso, the policies and procedures of the Police Department shall control, except as expressly limited by this JPA.

- r. The SRO will, whenever possible, attend meetings of the School District'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.
- s. 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.
- t. The SRO will be familiar with the community agencies which offer assistance to students and their families, such as mental health clinics, drug treatment centers, etc.
- u. The SRO shall not act as school disciplinarian or counselor. Discipline, correction and direction of students are the school's responsibility.
- v. The SRO shall coordinate all his or her activities with the Superintendent of Schools or his or her designee for the Ruidoso Municipal Schools and shall seek permission, advice, and guidance from the Superintendent of Schools or his or her designee prior to enacting any program within the Ruidoso Municipal Schools.
- w. The SRO will teach law enforcement related topics at the request of the School District administration. The SRO may be requested to teach on a regular basis. The following list is not intended to be an all inclusive list of subjects covered by the SRO.
 - i. Justification for rules of law
 - ii. Consequences of crime
 - iii. Juvenile and adult criminal justice systems
 - iv. Career opportunities in law enforcement
 - v. Substance abuse prevention
 - vi. Violence and Crime prevention
 - vii. Conflict Resolution/Mediation

viii. Bullying

- x. With the assistance of the School District administration, the SRO will develop expertise in presenting various subjects such as understanding the laws, the police officer and the police mission.

10. Equipment, Supplies and Training:

- i. The Ruidoso Municipal Schools shall provide the supervising police officer and office and such equipment as is necessary at his/her assigned schools. This equipment shall include a telephone and filing space capable of being secured and access to a computer.
- b. The Village of Ruidoso shall provide, as necessary, to the SRO or reimburse the SRO for the following:
- i. The SRO's uniform, including associated belts, holsters, etc. to hold police equipment.
- ii. All necessary police equipment, including radios, weapons and emergency equipment. The police radio shall enable the SRO to have direct contact with the Village of Ruidoso.
- iii. Standard police cruiser unit, including required maintenance and repair of the assigned police unit and provision of a substitute or replacement unit when necessary. The standard police cruiser unit shall be equipped for the performance of the SRO's law enforcement duties, and the SRO shall be authorized to use the police unit for all transportation during working hours, including emergency response to all schools within the Ruidoso Municipal Schools pursuant to the policies and procedures of the Village of Ruidoso for such use. If permitted by the Village of Ruidoso, the SRO is authorized to use the police cruiser for transportation to and from the SRO's residence and work or any other transportation authorized by the Village of Ruidoso.
- iv. Membership dues and costs for continuing education and training as a SRO.
- v. All required and necessary police training and recurrent training necessary for a Police Officer.
- vi. All required police certification necessary for a Police Officer.

11. Required Approval/Effective Date: The JPA shall not become effective until it has been approved by the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council. The parties also acknowledge that this JPA constitutes an "Agreement" as that term is used in the New Mexico Joint Powers Agreement Act, NMSA 1978, §§ 11-1-1 *et seq.*, and will not be effective until approved by the State of New Mexico, Department of Finance and Administration. This JPA shall become effective upon the date of the last approval necessary to effectuate it.

12. Accountability for Funds and Records: Each party shall be strictly accountable for all receipts and disbursements under the JPA. 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 School District funds in accordance with the New Mexico Audit Act.
13. Termination: This JPA may be terminated by either party upon thirty (30) days written notice to the other party prior to the intended termination date. By such termination, no party may nullify obligations incurred for performance prior to the date of termination.
14. Integration of Contract: This JPA incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written JPA. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall become valid or enforceable unless embodied in this JPA.
15. Amendment: This JPA shall not be altered, changed or amended except by an instrument in writing and executed by the parties hereto. Such amendment shall be subject to the approval of the Board of Education for the Ruidoso Municipal Schools and by the Village of Ruidoso Council.
16. Liability: No party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this JPA. Any liability incurred in connection with this JPA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 *et seq.*, as the same may be amended from time to time. This JPA contains the understanding between the named parties 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.
17. Funding: Notwithstanding the provisions of Paragraph 4, above, the payment terms of this JPA are contingent upon sufficient authorizations and appropriations being or having been made by the New Mexico State Legislature for performance of this JPA in the fiscal year which begins July 1, 2021, and in succeeding fiscal years. If sufficient appropriations and authorizations are not made or have not been made by the New Mexico State Legislature in any fiscal year, this JPA shall terminate upon seven (7) days written notice from Ruidoso Municipal Schools to Village of Ruidoso provided that such termination shall not nullify School District's obligation to pay Village of Ruidoso for such sums as have been previously approved for payment. The decision of the Ruidoso Municipal Schools as to whether sufficient authorizations and appropriations are or have been made in any fiscal year shall be final. Termination of this JPA for lack of sufficient

appropriations shall not constitute a termination for fault of the part of the Ruidoso Municipal Schools. The parties further agree that the School District’s sole obligation to pay, in the event this JPA is terminated for lack of sufficient appropriations, is the obligation to pay Village of Ruidoso for work performed prior to notice of termination unless otherwise modified in writing by the parties.

- 18. Applicable Law: This JPA shall be governed by the laws of the State of New Mexico.
- 19. Waiver: No waiver of any breach of the contract 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. Insurance: The Village of Ruidoso agrees to maintain liability insurance for the SRO providing coverage in an amount equal to or exceeding the amount required by the New Mexico Tort Claims Act, including on all vehicles utilized by SRO.

For the Village of Ruidoso

For the Board of Education for the Ruidoso Municipal Schools

George Bickert, Ed.D. Date
Superintendent of Schools

Lynn Crawford Date
Mayor, Village of Ruidoso

Luther Light Date
President, RMSD Board of Education

ATTEST:

ATTEST:

Ron Sena Date
Village Clerk

Carrie Chavez Date
Secretary, RMSD Board of Education

(SEAL)

(SEAL)