

SUPREME COURT OF NEW MEXICO

State v. Johnson, 147 N.M. 177

218 P.3d 863 (2009) · No. No. 31,215 · Decided September 24, 2009

SUMMARY

The Supreme Court of New Mexico held that contracted security guards providing services to a school district qualify as "school employees" under NMSA 1978, Section 30-3-9. The court applied the ordinary meaning and legislative purpose of the statute, concluding that the statute encompasses security guards even though they were employed and paid by a private security contractor. The court reversed the dismissal of three battery charges and remanded for reinstatement.

CASE DETAILS

COURT	Supreme Court of New Mexico
WRITING FOR THE COURT	Chávez, Chief Justice; Patricio M. Serna; Petra Jimenez Maes; Richard C. Bosson; Charles W. Daniels
JURISDICTION	New Mexico
DECIDED	September 24, 2009
DOCKET	No. 31,215
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	The State sought review of the district court's dismissal of three battery-on-school-personnel charges. The Court of Appeals affirmed, and the Supreme Court of New Mexico granted certiorari.
STANDARD OF REVIEW	De novo review of the legal question whether the contracted security guards qualified as school employees under the statute.
PRECEDENTIAL VALUE	published precedential opinion
PARTIES	State of New Mexico v. Derrick Johnson

TOPICS

statutory interpretation

plain meaning rule

rule of lenity

ejusdem generis

appellate procedure

PRACTICE AREAS

criminal law

statutory interpretation

criminal procedure

appellate practice

QUESTIONS PRESENTED

1. Whether security guards providing services to a school district under a contract with the school board are "school employees" within the meaning of NMSA 1978, Section 30-3-9.
2. Whether the rule of lenity or ejusdem generis excludes contracted security guards from the statutory term "school employee."

HOLDINGS

1. Security guards providing services for a school pursuant to a contract with the school board are included within the statutory definition of "school employee" and may be protected by the battery-on-school-personnel statute.
2. Neither the rule of lenity nor ejusdem generis excludes contracted security guards because the statute is not insurmountably ambiguous and including guards best serves the statute's text, context, and purpose.

KEY QUOTATIONS

"Therefore, 'using two important rules of construing criminal statutes, the plain meaning rule and the rule that criminal statutes should be construed to further their purpose,' Ogden, 118 N.M. at 244-45, 880 P.2d at 855-56, we conclude that security guards providing services at a school pursuant to a contract with the school board are included within the definition of 'school employee' in Section 30-3-9." (867)

"We hold that the contracted security guards providing services for a school are 'school employees' within the meaning of Section 30-3-9." (868)

FACTUAL BACKGROUND

Derrick Johnson allegedly struck three security guards while visiting Gallup High School. The guards were supplied by Gallup Security Service under a contract with the Gallup-McKinley County Board of Education, rather than being hired or paid directly by the school board. The school principal controlled the guards' work hours, locations, and assignments, and could prevent a particular guard from working at the school. The parties stipulated that the relevant facts were undisputed and that the guards' statutory status presented a question of law.

PROCEDURAL HISTORY

Johnson was charged with three counts of battery on school personnel after allegedly striking three security guards at Gallup High School. The district court dismissed the charges after concluding that the guards were not school employees under NMSA 1978, Section 30-3-9; the Court of Appeals affirmed in a split decision. The Supreme Court reversed both courts and remanded with instructions to reinstate the case on the district court's docket.

DISPOSITION

reversed_and_remanded

REMAND INSTRUCTIONS

Reverse the dismissal of the three battery-on-school-personnel counts and reinstate the matter on the district court's docket.

CASES CITED

- State v. Powell, 114 N.M. 395, 404, 839 P.2d 139, 148 (Ct. App. 1992)
- State v. Smith, 2009-NMCA-028, ¶ 7, 145 N.M. 757, 204 P.3d 1267
- State v. Johnson, 2008-NMCA-106, ¶¶ 1, 8-12, 20-22, 144 N.M. 629, 190 P.3d 350
- State v. Ogden, 118 N.M. 234, 880 P.2d 845 (1994)
- State v. Lucero, 2007-NMSC-041, ¶ 8, 142 N.M. 102, 163 P.3d 489
- State v. Grayson, 50 N.M. 147, 154, 172 P.2d 1019, 1023 (1946)
- Gooch v. United States, 297 U.S. 124, 128, 56 S. Ct. 395, 80 L. Ed. 522 (1936)
- State v. Johnson, 2008-NMCERT-008, 145 N.M. 255, 195 P.3d 1267

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