

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, August 21, 2014

Zia Room – Library

4:00 p.m.

AGENDA

- | | |
|---|-----------------|
| A. Welcome | Pat Chappelle |
| B. Adoption of Agenda | Pat Chappelle |
| C. Approval of Minutes of June 26, 2014 | Pat Chappelle |
| D. New Business | |
| 1. Monthly Expenditures Report | Dan Hardin |
| 2. Monthly Revenue Report | Dan Hardin |
| 3. Oil and Gas Revenue Report | Dan Hardin |
| 4. Schedule of Investments | Dan Hardin |
| 5. Consideration of Donner Plumbing Blanket Purchase Order | Dan Hardin |
| 6. Consideration of HED Grant Agreement | Dan Hardin |
| 7. Consideration of Employee Handbook | Bill Morrill |
| 8. Consideration of Mobile Lab Trailer Purchase | Jeff McCool |
| 9. Consideration of Housing Supervisors Change | Phillip Roybal |
| 10. Personnel Consideration – Professor of Reading/Writing Transitional Studies | Dennis Atherton |
| E. Public Comments | Pat Chappelle |
| F. Announcement of Next Meeting | Pat Chappelle |
| G. Closure of Open Meeting | Pat Chappelle |
| H. Adjournment | Pat Chappelle |

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

JULY 24, 2014

MINUTES

The New Mexico Junior College Board met on Thursday, July 24, 2014, beginning at 4:00 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Guy Kesner, Chairman; Ms. Patricia Chappelle, Secretary; Mr. Travis Glenn; Mrs. Mary Lou Vinson; Mr. Ron Black; Mr. Zeak Williams; and Mr. Hector Baeza.

Mr. Kesner called the meeting to order and welcomed visitors and guests present: Denise Marquez, News-Sun.

Upon a motion by Mrs. Vinson, seconded by Mr. Glenn, the agenda was unanimously adopted, as presented.

Upon a motion by Mr. Baeza, seconded by Mr. Williams, the Board unanimously approved the minutes of June 24, 2014.

Under New Business, upon a motion by Mr. Baeza, seconded by Mr. Williams, the Board unanimously appointed Mr. Manny Gomez for District III Board position vacated by Mr. Guy Kesner. Dr. McCleery administered the Oath of Office to Mr. Gomez. Upon a motion by Mr. Williams, seconded by Mr. Glenn, the Board appointed Ms. Chappelle Chairperson and with a motion by Mr. Baeza, seconded by Mrs. Vinson, the Board appointed Ron Black Secretary.

Dan Hardin presented the June financial reports and with a motion by Mr. Black, seconded by Mr. Glenn, the Board unanimously approved the expenditures for June, 2014.

Joshua Morgan presented a list of Lea County Distance Education Consortium computers from the NMJC inventory to be donated to various Lea County schools.

Mr. Morgan presented Request for Proposals #113 – Professional Legal Services. The administration recommended acceptance of the proposal of Maddox, Holloman & Kirksey, P.C. for professional legal services. Upon a motion by Mr. Glenn, seconded by Mr. Baeza, the Board unanimously accepted the recommendation.

Darrell Beauchamp recommended Nancy Sexton and Guy Kesner to serve as members of the Advisory Board of the Western Heritage Museum and Lea County Cowboy Hall of Fame. Upon a motion by Mr. Black, seconded by Mrs. Vinson, the Board unanimously approved the recommendation.

Dr. McCleery recommended Mr. Phillip Roybal for Vice President for Student Services. Mr. Roybal has served as the Acting Vice President for Student Services for the past year. Upon a motion by Mrs. Vinson, seconded by Mr. Gomez, the Board unanimously approved the employment of Mr. Roybal.

Dennis Atherton recommended Dr. Steve Hill for a full time position as Director of Cosmetology/Coordinator of Early College, effective immediately. His recommended salary is \$68,640. Dr. Hill is currently filling the position of Director of Cosmetology which has been vacant for the past year. Upon a motion by Mrs. Vinson, seconded by Mr. Glenn, the Board unanimously approved the recommendation.

Dennis Atherton recommended Mr. Aaron Prebenda for the Learning Center Tutoring Specialist position at an annual salary of \$42,102. Upon a motion by Mr. Glenn, seconded by Mr. Williams, the Board unanimously approved the employment of Mr. Prebenda, effective August 1, 2014.

Dr. Atherton recommended Ms. Amanda Thompson for the Learning Center Tutoring Specialist position at an annual salary of \$36,543. Upon a motion by Mr. Williams, seconded by Mr. Black, the Board unanimously approved the employment of Ms. Thompson, effective August 1, 2014.

Delores Thompson recommended Ms. Belinda Rincones for the Professor of Nursing position at a nine month salary of \$56,461. Upon a motion by Mr. Black, seconded by Mr. Gomez, the Board unanimously approved the employment of Ms. Rincones, effective August 11, 2014.

Dennis Kelley recommended Mr. Clinton Agnew for the Public Safety Officer position at an annual salary of \$52,000. Upon a motion by Mrs. Vinson, seconded by Mr. Williams, the Board unanimously approved the employment of Mr. Agnew, effective August 1, 2014.

Dan Hardin recommended Ms. Julie Buchanan for the Assistant Director of Bookstore Services position at an annual salary of \$38,185. Upon a motion by Mr. Black, seconded by Mr. Glenn, the Board unanimously approved the employment of Ms. Buchanan, effective August 1, 2014.

Jeremy Capo recommended Mr. James Berry for the Professor of Physical Education/Head Golf Coach position at a nine month salary of \$46,200. Upon a motion by Mr. Black, seconded by Mr. Gomez, the Board unanimously approved the employment of Mr. Berry, effective August 11, 2014.

Dr. McCleery presented a retirement resolution for Patsy Lewis. Ms. Lewis has served the college for 25 years and has elected to retire July 1, 2014. Upon a motion by Mr. Gomez, seconded by Mrs. Vinson, the Board unanimously adopted the resolution.

Ms. Chappelle called for comments from the public. There being none, the next regular board meeting was scheduled for Thursday, August 21, 2014, beginning at 4:00 p.m.

Mr. Gomez moved the board go into closed session for the discussion of limited personnel matters under the provisions of section 10-15-1-H (2) of New Mexico Statutes Annotated 1978. Mrs. Vinson seconded the motion. The roll call vote was as follows: Mr. Glenn – yes; Ms. Chappelle – yes; Mr. Black – yes; Mrs. Vinson – yes; Mr. Baeza – yes; Mr. Williams – yes; and Mr. Gomez – yes.

Upon re-convening in open meeting, Ms. Chappelle stated that the matters discussed in the closed meeting were limited only to those specified in the motion for closure.

Upon a motion by Mr. Glenn, seconded by Mrs. Vinson, the board meeting adjourned at 5:15 p.m.

NEW MEXICO JUNIOR COLLEGE
Expenditure Report
July 2014

8% of Year Completed

Fund	2013-14			2014-15			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	9,106,822	607,984	7%	9,731,091	553,554	553,554	6%
Academic Support	2,259,588	159,985	7%	2,273,743	228,476	228,476	10%
Student Services	1,823,694	127,358	7%	1,840,687	129,720	129,720	7%
Institutional Support	3,337,419	268,579	8%	3,528,284	375,561	375,561	11%
Operation & Maintenance of Plant	3,288,327	401,767	12%	3,541,829	451,880	451,880	13%
Subtotal - Instruction & General	19,815,850	1,565,673	8%	20,915,634	1,739,191	1,739,191	8%
Student Activities	0	0	0%	0	0		0%
Research	0	0	0%	0	0		0%
Public Service	0	0	0%	0	0		0%
Internal Service Departments	84,909	1,688	2%	87,145	52,025	52,025	60%
Student Aid	568,551	24,462	4%	593,551	81,075	81,075	14%
Auxiliary Enterprises	1,799,060	299,153	17%	1,800,693	282,370	282,370	16%
Athletics	1,019,727	35,061	3%	1,029,348	31,209	31,209	3%
Total Current Unrestricted Fund	23,288,097	1,926,037	8%	24,426,371	2,185,870	2,185,870	9%
CURRENT RESTRICTED FUND							
Grants	1,280,443	60,433	5%	1,157,859	63,984	63,984	6%
Student Aid	5,033,468	228,206	5%	5,033,468	38,426	38,426	1%
Total Current Restricted Fund	6,313,911	288,639	5%	6,191,327	102,410	102,410	2%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	7,014,013	4,363,898	62%	8,757,760	194,323	1,628,067	38%
Projects from State GOB Funds	0	0	0%	3,050,000	0	2,456,022	0%
Projects from State STB Funds	427,000	0	0%	0	0	0	0%
Projects from General Fund	0	0	0%	0	1,983	1,983	7%
Projects from Private Funds	0	0	0%	0	0	0	0%
Projects from State ER&R	332,720	34,545	10%	332,720	30,724	30,724	44%
Projects from State BR&R	597,281	325,094	54%	597,281	21,173	21,173	56%
Subtotal - Capital and BR&R	8,371,014	4,723,537	56%	12,737,761	248,203	4,137,969	32%
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
Total Plant Funds	8,371,014	4,723,537	56%	12,737,761	248,203	4,137,969	32%
GRAND TOTAL EXPENDITURES	37,973,022	6,938,213	18%	43,355,459	2,536,483	6,426,249	15%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
July 2014

8% of Year Completed

Fund	2013-14			2014-15			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	3,684,200	460,311	12%	3,684,200	533,247	533,247	14%
State Appropriations	5,933,300	490,950	8%	6,047,200	498,485	498,485	8%
Advalorem Taxes - Oil and Gas	6,455,000	400,000	6%	7,235,000	465,000	465,000	6%
Advalorem Taxes - Property	5,455,000	0	0%	6,003,500			0%
Interest Income	5,000	0	0%	5,000			0%
Other Revenues	356,361	9,810	3%	367,161			0%
Subtotal - Instruction & General	21,888,861	1,361,071	6%	23,342,061	1,496,732	1,496,732	6%
Student Activities	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	24,000	0	0%	27,000			0%
Auxiliary Enterprises	2,213,000	369,871	17%	2,251,000	276,130	276,130	12%
Athletics	330,900	27,425	8%	483,400	40,283	40,283	8%
Total Current Unrestricted	24,456,761	1,758,367	7%	26,103,461	1,813,145	1,813,145	7%
CURRENT RESTRICTED FUND							
Grants	1,179,460	0	0%	1,157,859	66,474	66,474	6%
Student Aid	5,033,468	249,242	5%	5,033,468	699	699	0%
Total Current Restricted	6,212,928	249,242	4%	6,191,327	67,173	67,173	1%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	0	0	0%	3,300,000	308,002	308,002	0%
Projects from State STB Funds	427,000	0	0%	0	0	0	#DIV/0!
Projects from General Fund	0	0	0%	0	0	0	0%
Projects from Private Funds	0	0	0%	0	0	0	0%
Interest Income (LGIP)	30,000	0	0%	10,000			0%
Total Plant Funds	457,000	0	0%	3,310,000	308,002	308,002	9%
GRAND TOTAL REVENUES	31,126,689	2,007,609	6%	35,604,788	2,188,320	2,188,320	6%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

June 2014

100% of Year Completed

		OIL		GAS		COMBINED		
Month of		Price	Lea County	Price	Lea County	Monthly	2013-14	Variance
Sales	Distribution	per BBL	BBLs sold	per MCF	MCF sold	Revenue	Original	Over (Under)
							Budget	Budget
Actual	July	\$78.08	3,279,028	\$4.85	14,257,158	876,131	400,000	476,131
Actual	August	\$101.07	3,476,512	\$5.42	14,665,344	954,096	400,000	554,096
Actual	September	\$98.84	3,762,573	\$5.45	14,007,090	1,125,403	400,000	725,403
Actual	October	\$95.40	3,762,573	\$5.33	14,009,326	1,088,774	400,000	688,774
Actual	November	\$85.92	3,557,485	\$5.01	11,154,125	1,116,908	400,000	716,908
Actual	December	\$90.13	3,923,578	\$5.26	14,457,089	975,616	400,000	575,616
Actual	January	\$86.42	4,119,290	\$5.78	14,875,094	1,077,205	400,000	677,205
Actual	February	\$86.78	4,180,229	\$6.48	15,047,473	1,007,147	400,000	607,147
Actual	March	\$89.97	4,259,131	\$5.43	15,804,432	1,023,905	400,000	623,905
Actual	April	\$89.49	4,554,723	\$5.33	14,952,547	1,250,041	400,000	850,041
Accrual	May					1,109,141	400,000	709,141
Accrual	June						400,000	(400,000)
Y.T.D. Production Tax Revenue						11,604,367	4,800,000	(6,804,367)
Y.T.D. Equipment Tax Revenue						1,825,535	1,655,000	(170,535)
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						<u>13,429,902</u>	<u>6,455,000</u>	<u>(6,974,902)</u>

Source: New Mexico Taxation and Revenue Department

NEW MEXICO JUNIOR COLLEGE
Schedule of Investments
July 2014

8% of Year Completed

Financial Institution	Amount Invested	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	9,589,592	7102-1348	0.147%	1,196
Plus deposits	0			
Less withdrawals	0			
Total LGIP investments	<u><u>9,589,592</u></u>			<u><u>1,196</u></u>

Capital Projects	7/31/2014
Vehicles	63,589.92
Technology Upgrade	150,633.13
JASI	49,908.94
WHM South Gallery	264,884.43
Baseball Field	30,162.95
Rodeo Arena	58,447.07
Original Entrance Landscaping	0.00
Luminis Software	2,993.00
Campus Signage	2,801.67
Landscaping	200,000.00
Roof Replacement	27,382.26
Dorm/Apartment Refurbish	401,636.00
Campus Construction	404,518.77
Maintenance Equipment	3,452.01
Public Sector	19,227.00
Campus Security	100,956.69
Track/Arena Area Enhancement	15,396.78
Lumens Software-Distance Learnng	5,000.00
Copier Replacement	50,000.00
Non-Recurring Compensation	152,169.10
Athletics	154,043.00
Student Life Programming	16,223.00
Warehouse/Cont Ed Remodel	1,640.92
Succession Plan	108,152.25
Energy Technology Equipment	563,948.00
WHM Exhibits	72,599.00
Mansur Hall Upgrades	102,345.00
Senior Warm Water Wellness Ctr	1,500,000.00
Paradigms Users Fees	0.00
Track Upgrades	84,841.00
Driving Range Upgrades	200,000.00
Lockheed Martin Nuclear Training	500,000.00
Cosmetology Remodel	700,000.00
Equine Program	15,109.00
Entertainment Technology	1,300,215.30
Cafeteria Upgrade	47,094.53
New Horizons Resources	450,000.00
Channel 19 Upgrade	25,000.00
FERPA & Title IX	9,459.00
Professional Development HS	14,036.29
Equestrian Center	3,000,000.00
Bob Moran Upgrades	825,000.00
Campus/Hospital Fencing	200,000.00
Turf Replacement	200,000.00
Watson Hall Theater	300,000.00
Infrastructure Upgrade	1,473,937.50
Workforce Training Contingency	5,794.60
Total	13,872,598.11

NOTE: Capital projects total does not include encumbered funds

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway
Hobbs, NM 88240
Phone: (575)492-2770
Fax: (575)492-2768

To: NMJC Board Members
From: Dan Hardin
RE: Donner Plumbing
Date: August 14, 2014

Board Members,

The NMJC Business Office and Dr. Charley Carroll are asking for your approval for two blanket Purchase Orders for Donner Plumbing. As you know Donner Plumbing is a CES vendor and has done most of the plumbing and HVAC work on the NMJC campus for the past 15 years or more. Every year, Donner Plumbing is working on the NMJC campus for new and renewal projects. Currently, Donner Plumbing is greatly involved in the Infrastructure project in the tunnels of the campus. We are asking for your approval of a Blanket Purchase Order in the amount of \$200,000.00 to be paid out of BR&R (93001) funds. Each year in the budget process the College puts \$597,281.00 into the BR&R fund for Building Renewal & Replacement projects. Upon receiving your approval, the Business Office will create a Purchase Order to CES for \$200,000.00. The BR&R fund will show an encumbrance of \$200,000.00 from which Dr. Carroll will charge work that Donner Plumbing completes during the FY 15 fiscal year for campus plumbing and HVAC issues. Additionally, we are asking for your approval of a blanket purchase order to Donner Plumbing to be used for the Dorms and Apartments. The \$25,000.00 blanket purchase order will be paid out of Dorm/Apartment Refurbish (91539). As you will recall, during the budget process the Board approved \$500,000.00 for Dorm/Apartment Refurbishing.

Your consideration is greatly appreciated,

Respectfully,

Dan Hardin

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway
Hobbs, NM 88240
Phone: (575)492-2770
Fax: (575)492-2768

To: NMJC Board
From: Dan Hardin
RE: HED Grant Agreement
Date: August 14, 2014

Board Members,

The Higher Education Department (HED) has developed new requirements concerning Severance Tax Bonds (STB) and General Obligation Bonds (GOB). Attached is the 19 page agreement that has new requirements and guidelines that must be completed before any expenditure can be made. First, the NMJC Board must approve the acceptance of the STB. Next, before any expenditures, we must submit the vendor list to the HED, how much will be spent with each vendor, and the supporting information so that the HED staff can verify the expenditures meet the language in the STB or GOB. In this STB most, if not all, funds will be spent with Lockheed Martin. When a draw is requested, the HED must verify the draw meets the guidelines.

We are asking the NMJC Board to accept the STB 14-2111 in the amount of \$425,000.00. The language in the STB is as follows: to be used to purchase and install information technology for an energy technician training program, including related equipment, furniture and infrastructure at New Mexico Junior College in Hobbs in Lea County.

Respectfully,

Dan Hardin

STATE OF NEW MEXICO
HIGHER EDUCATION DEPARTMENT
FUND 14-2111 CAPITAL APPROPRIATION PROJECT

THIS AGREEMENT is made and entered into as of this 31st day of July, 2014, by and between the **Higher Education Department**, 2048 Galisteo St., Santa Fe, NM 87505, hereinafter called the "Department" and the **New Mexico Junior College**, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2014, Chapter 66, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

WHEREAS, the Department is granting to Grantee, and the Grantee is accepting the grant of, funds from this appropriation, in accordance with the terms and conditions of this Agreement; and

WHEREAS, Section 21-1-26 NMSA 1978 gives the Department the authority to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the parties hereby mutually agree as follows:

ARTICLE I. PROJECT DESCRIPTION, AMOUNT OF GRANT AND REVERSION DATE

A. The project that is the subject of this Agreement is described as follows:

Appropriation Code:	14-2111
Fund Code:	STB
Appropriation Amount:	\$425,000.00
Appropriation Reversion Date:	06/30/16
Laws of 2014, Chapter 66, Section 26/1	

Four Hundred and Twenty Five Thousand Dollars (\$425,000.00) to purchase and install information technology for an energy technician training program, including related equipment, furniture and infrastructure, at New Mexico junior college in Hobbs in Lea county.

The Grantee's total reimbursements shall not exceed the appropriation amount of Four Hundred and Twenty Five Thousand Dollars (\$425,000.00) minus the allocation for Art in Public Places (\$0.00)¹, if applicable,

¹The AIPP amount is "an amount of money equal to one percent or two hundred thousand dollars (\$200,000), whichever is less, of the amount of money appropriated for new construction or any major renovation exceeding one hundred thousand dollars (\$100,000)." Section 13-4A-4 NMSA 1978.

In the event of a conflict among the Appropriation Amount, the Reversion Date, as defined herein and/or the purpose of the Project, as set forth in this Agreement, and the corresponding appropriation language in the laws cited above in this Article I(A), the language of the laws cited herein shall control.

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description". The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DEPARTMENT'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Department's Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the Grantee's legal procurement and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement ;

² "Reimburse" as used throughout this Agreement includes Department payments to the Grantee for invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee.

FUND 14-2111 CAPITAL APPROPRIATION PROJECT

New Mexico Junior College

July 31, 2014

(v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:

- a. must be approved by the applicable oversight entity (if any) in accordance with law; or
- b. if no oversight entity is required to approve of the transaction, the Department must approve of the transaction as complying with law.

Prior to the sale, lease, license, or operating agreement being approved pursuant to subparagraph (a) or (b) above, the Department may, in its discretion and unless inconsistent with New Mexico State Board of Finance imposed conditions, reimburse the Grantee for necessary expenditures incurred to develop the Project sufficiently to make the sale, lease, license, or operating agreement commercially feasible, such as plan and design expenditures; and

(vi) The Grantee's submittal of documentation of all Third Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement as follows:

- a. The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- b. Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such expenditures.
- c. The Department may, in its absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 3.
- d. The date the Department sends, by mail or email, the Notice of Obligation is the date that the Department's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party begin work.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND DEPARTMENT DESIGNATED REPRESENTATIVES

Whenever written notices, including written decisions, are to be given or received, related to this Agreement, the following provisions shall apply.

The Grantee and the Department hereby designate the persons listed below as their official representative concerning all matters related to this Agreement:

Grantee: New Mexico Junior College
Name: Dan Hardin
Title: Vice President for Finance
Address: 5317 Lovington Highway Hobbs, NM 88240
Email: dhardin@nmjc.edu
Telephone: 575-492-2770 FAX: 575-492-2768

Department: Higher Education Department
Name: H. Ronald James
Title: Capital Projects Coordinator
Address: 2048 Galisteo Street Santa Fe, NM 87505
Email: Ronald.James@state.nm.us
Telephone: 505-476-8434 FAX: 505-476-8543

The Grantee and the Department agree that either party shall send all notices, including written decisions, related to this Agreement to the above named persons by facsimile, email, or regular mail. In the case of mailings, notices shall be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever shall first occur. In the case of facsimile transmissions, the notice shall be deemed to have been given and received on the date reflected on the facsimile confirmation indicating a successful transmission of all pages included in the writing. In the case of email transmissions, the notice shall be deemed to have been given and received on the date reflected on the delivery receipt of email.

ARTICLE IV. REVERSION DATE, TERM, EARLY TERMINATION

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both

parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on 06/30/2016, the Reversion Date unless Terminated Before Reversion Date (“Early Termination”) pursuant to Article V herein.

B. The Project’s funds must be “expended” on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to “encumber” the Project funds on its books on or before the Project’s Reversion Date or Early Termination Date. Funds are “expended” and an “expenditure” has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* “expended” and an “expenditure” has *not* occurred as of the date they are “encumbered” by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

A. Early Termination Before Reversion Date Due to Completion of the Project or Complete Expenditure of the Adjusted Appropriation or Violation of this Agreement

Early Termination includes:

- (i) Termination due to completion of the Project before the Reversion Date; or
- (ii) Termination due to complete expenditure of the Adjusted Appropriation Amount before the Reversion Date; or
- (iii) Termination for violation of the terms of this Agreement; or
- (iv) Termination for suspected mishandling of public funds, including but not limited to, fraud, waste, abuse, conflicts of interest.

Either the Department or the Grantee may early terminate this Agreement prior to the Reversion Date by providing the other party with a minimum of fifteen (15) days’ advance, written notice of early termination. Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(A).

B. Early Termination Before Reversion Date Due to Non-appropriation

The terms of this Agreement are expressly made contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. Throughout this Agreement the term “non-appropriate” or “non-appropriation” includes the following actions by the New Mexico Legislature: deauthorization, reauthorization or revocation of a prior authorization. The Legislature may choose to non-appropriate the Appropriation referred to Article I and, if that occurs, the Department shall early terminate this Agreement for non-appropriation by giving the Grantee written notice of such termination, as of the effective date of the law making the non-appropriation. The Department’s decision as to whether sufficient appropriations or authorizations are available shall be accepted by the Grantee and shall be final. Grantee hereby waives any rights to assert an impairment of contract claim against the

Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department pursuant to Article V(B).

C. Limitation on Department's Obligation to Make Grant Disbursements to Grantee in the Event of Early Termination

In the event of Early Termination of this Agreement by either party, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth Article II.

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

A. The Department may choose, in its absolute discretion, to direct the Grantee to suspend entering into new and further obligations.

- (i) The Grantee shall immediately suspend entering into new or further written obligations with third parties upon the date the Grantee receives written notice given by the Department; and
- (ii) The Department is, upon the date the Grantee receives written notice given by the Department, suspending issuance of any new or further Notice of Obligation under this Agreement; and
- (iii) The Department may direct the Grantee to implement a corrective action plan in accordance with Article VI(D) herein.

B. In the event of Suspension of this Agreement, the Department's sole obligation to reimburse the Grantee is expressly conditioned upon the limitations set forth in Article II herein.

C. A suspension of new or further obligations under this Agreement shall remain in effect unless or until the date the Grantee receives written notice given by the Department informing the Grantee that the Suspension has been lifted or that the Agreement has been Early Terminated in accordance with Article V herein. If the Suspension is lifted, the Department will consider further requests for Notice of Obligation.

D. Corrective Action Plan in the Event of Suspension

In the event that the Department chooses, in its absolute discretion to direct the Grantee to suspend entering into new or further written obligations with third parties pursuant to Article VI(A), the Department may, but is not obligated to, require the Grantee to develop and implement a written corrective action plan to remedy the grounds for the Suspension. Such corrective action plan must be approved by the Department and be signed by the Grantee. Failure to sign a corrective action plan or meet the terms and deadlines set forth in the signed corrective action plan, is hereby deemed a violation of the terms of this Agreement for purposes of Early Termination, Article V(A)(iii). The corrective action plan is in addition to, and not in lieu of, any other equitable or legal remedy, including but not limited to Early Termination.

ARTICLE VII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by instrument in writing duly executed by both the parties hereto.

ARTICLE VIII. REPORTS

A. Paper Periodic Reports

In order that the Department may adequately monitor Project activity, the Grantee shall submit to the Department Paper Periodic Reports for the Project. Paper Periodic Reports shall be submitted on a form prescribed by the Department. The Paper Periodic and Paper Final Report form are attached hereto as Exhibit 1. The Department shall provide the Grantee with a minimum of thirty (30) days' advance written notice of any change to the Periodic Report format or content.

The Paper Periodic Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Paper Final Report for the Project. The Department may, in its discretion, change the reporting period from time to time by giving Grantee a minimum of thirty (30) days' advance, written notice of any change to the reporting period; provided, however, that in no event shall the reporting period be less than one month.

B. Paper Final Report

The Grantee shall submit to the Department and the Department of Finance and Administration a Final Report for the Project. The Final Report shall be submitted on a form provided by the Department and contain such information as the Department may require. The Periodic and Final Report form is attached hereto as Exhibit 1. The Department shall provide Grantee with a minimum of thirty (30) days' advance, written notice of any change to the Final Report format or content. The Paper Final Report must be submitted within twenty (20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

C. Paperless Reporting

In addition to the paper reports described in subparagraphs A and B of this Article, the Grantee shall report periodic and final Project activity by entering such Project information as the Department and the Department of Finance and Administration may require directly into a database maintained by the Department of Finance and Administration. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report on a paperless basis. The Paperless Report shall be due monthly on the last day of each month, beginning with the first full month following execution of this Agreement by the Department and ending upon the submission of a Final Report for the Project. The Paperless Final Report along with a Paper Final Report must be submitted within twenty

(20) days after the Project's Reversion Date or within twenty (20) days of the date of Early Termination, which ever first occurs.

D. Requests for Additional Information/Project Inspection

During the term of this Agreement and during the period of time during which the Grantee must maintain records pursuant to Article VIII, the Department may (i) request such additional information regarding the Project as it deems necessary and (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project. Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department. Requests made pursuant to this subparagraph D are in addition to and not in lieu of the periodic and final reporting described in subparagraphs A through C of this Article VIII.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

A. The Grantee shall request payment by submitting a Request for Payment, in the form attached hereto as Exhibit 2. Payment requests are subject to the following procedures:

- (i) The Grantee must submit one original and one copy of each Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee in the form of a notarized certification by Grantee's designated representative in Article III herein, that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee of services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing.

B. Deadlines

Requests for Payments shall be submitted by Grantee to the Department on the earlier of:

- (i) Twenty (20) days from the end of the calendar quarter in which the expenditure was incurred or liability of the Grantee was incurred as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor, if total unreimbursed expenditures or liabilities at calendar quarter end exceed \$25,000; or
- (ii) July 15 of each year for all unreimbursed expenditures incurred during the previous fiscal year; or
- (iii) Twenty (20) days from date of Early Termination; or

- (iv) Twenty (20) days from the Reversion Date.

C. The Grantee's failure to abide by the requirements set forth in Article II herein will result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The Department has the right to reject a payment request for the Project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Project Description and that the expenditures and the Grantee are otherwise in compliance with this Agreement, including but not limited to, compliance with the reporting requirements and the requirements set forth in Article II herein to provide Third Party Obligations. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

**ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS;
REPRESENTATIONS AND WARRANTIES**

- A. The following general conditions and restrictions are applicable to the Project:
 - (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Works Act, Section 13-4-10 through 13-4-17 NMSA 1978, if applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 B. NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the so-called "Anti-Donation Clause."

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- (iv) The Grantee shall not at any time convert any property acquired or developed with the Project's funds to uses other than those specified in the Project Description without the Department's express, advance, written approval.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.
- B. The Grantee hereby represents and warrants the following:
- (i) The Grantee has the legal authority to receive and expend the Project's funds.
 - (ii) This Agreement has been duly authorized by the Grantee, the person executing this Agreement has authority to do so, and, once executed by the Grantee, this Agreement shall constitute a binding obligation of the Grantee, enforceable according to its terms.
 - (iii) This Agreement and the Grantee's obligations hereunder do not conflict with any law or ordinance or resolution applicable to the Grantee, the Grantee's charter (if applicable), or any judgment or decree to which it is subject.
 - (iv) The Grantee has independently confirmed that the Project Description, including, but not limited to, the amount and Reversion Date, is consistent with the underlying appropriation in law.
 - (v) The Grantee's governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the Grantee to sign the Agreement and to sign Requests for Payment.
 - (vi) The Grantee shall abide by New Mexico laws regarding Conflict of Interest and Governmental Conduct and whistleblower protection. The Grantee specifically agrees that no officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this Grant, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed pursuant to this Grant. Further, Grantee shall require all of its contractors to incorporate in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest.

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- (vii) No funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of this or any agency or body in connection with the awarding of any Third Party Obligation and that the Grantee shall require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans and cooperative agreements. All subrecipients shall be required to certify accordingly.

ARTICLE XI. STRICT ACCOUNTABILITY OF RECEIPTS AND DISBURSEMENTS: PROJECT RECORDS

A. The Grantee shall be strictly accountable for receipts and disbursements relating to the Project's funds. The Grantee shall follow generally accepted accounting principles, and, if feasible, maintain a separate bank account or fund with a separate organizational code, for the funds to assure separate budgeting and accounting of the funds.

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

C. The Grantee shall make all Project records available to the Department and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor finds that any or all of these funds were improperly expended, the Grantee may be required to reimburse to the State of New Mexico, to the originating fund, any and all amounts found to be improperly expended.

ARTICLE XII. IMPROPERLY REIMBURSED FUNDS

If the Department determines that part or all of the Appropriation Amount was improperly reimbursed to Grantee, including but not limited to, Project funds reimbursed to Grantee based upon fraud, mismanagement, misrepresentation, misuse, violation of law by the Grantee, or violation of this Agreement, the Grantee shall return such funds to the Department for disposition in accordance with law.

ARTICLE XIII. LIABILITY

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIV. SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Grantee and Department concerning the subject matter hereof. The Agreement supersedes any and all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XV. REQUIRED NON-APPROPRIATIONS CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

The Grantee acknowledges and agrees that Grantee shall include a “non-appropriations” clause in all contracts between it and other parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement that states:

“The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, New Mexico Junior College may immediately terminate this Agreement by giving Contractor written notice of such termination. New Mexico Junior College’s decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. Contractor hereby waives any rights to assert an impairment of contract claim against New Mexico Junior College or the Higher Education Department or the State of New Mexico in the event of immediate or Early Termination of this Agreement by New Mexico Junior College or the Department”

ARTICLE XVI. REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS AGREEMENT

Grantee acknowledges and agrees that Grantee shall include the following or a termination clause in all contracts that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into after the effective date of this Agreement:

“This contract is funded in whole or in part by funds made available under a Higher Education Department Grant Agreement. Should the Higher Education Department early terminate the grant agreement, New Mexico Junior College may early terminate this contract by providing Contractor written notice of such termination. In the event of termination pursuant to this paragraph, New Mexico Junior College’s only liability shall be to pay Contractor for acceptable goods delivered and services rendered before the termination date.”

Grantee hereby waives any rights to assert an impairment of contract claim against the Department or the State of New Mexico in the event of Early Termination of this Agreement by the Department.

XVII.COMPLIANCE WITH UNIFORM FUNDING CRITERIA.

A. Throughout the term of this Agreement, Grantee shall:

1. submit all reports of annual audits and agreed upon procedures required by Section 12-6-3(A)-(B) NMSA 1978 by the due dates established in 2.2.2 NMAC, reports of which must be a public record pursuant to Section 12-6-5(A) NMSA 1978 within forty-five days of delivery to the State Auditor;
2. have a duly adopted budget for the current fiscal year approved by its budgetary oversight agency (if any);
3. timely submit all required financial reports to its budgetary oversight agency (if any); and
4. have adequate accounting methods and procedures to expend grant funds in accordance with applicable law and account for and safeguard grant funds and assets acquired by grant funds.

B. In the event Grantee fails to comply with the requirements of Paragraph A of this Article XVII, the Department may take one or more of the following actions:

1. suspend new or further obligations pursuant to Article VI(A) of this Agreement;
2. require the Grantee to develop and implement a written corrective action plan pursuant to Article VI(D) of this Agreement to remedy the non-compliance;
3. impose special grant conditions to address the non-compliance by giving the Grantee notice of such special conditions in accordance with Article III of this Agreement; the special conditions shall be binding and effective on the date that notice is deemed to have been given pursuant to Article III; or
4. terminate this Agreement pursuant to Article V(A) of this Agreement.

ARTICLE XVIII. SEVERANCE TAX BOND AND GENERAL OBLIGATION BOND PROJECT CLAUSES

A. Grantee acknowledges and agrees that the underlying appropriation for the Project is a severance tax bond or general obligation bond appropriation, which is administered by the New Mexico State Board of Finance (BOF), an entity separate and distinct from the Department. Grantee acknowledges and agrees that (i) it is Grantee's sole responsibility to determine through BOF staff what (if any) conditions are currently imposed on the Project; (ii) the Department's failure to inform Grantee of a BOF imposed condition does not affect the validity or enforceability of the condition; (iii) the BOF may in the future impose further or different conditions upon the Project; (iv) all BOF conditions are effective without amendment of this Agreement; (v) all applicable BOF conditions must be satisfied before the BOF will release to the Department funds subject to the condition(s); and (vi) the Department's obligation to reimburse Grantee from the Project is contingent upon the then current BOF conditions being satisfied.

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B. Grantee acknowledges and agrees that this Agreement is subject to the BOF's Bond Project Disbursements rule, 2.61.6 NMAC, as such may be amended or re-codified.

[THIS SPACE LEFT BLANK INTENTIONALLY]

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IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date of execution by the Department.

GRANTEE

Signature of Official with Authority to Bind Grantee

By: _____
(Type or Print Name)

Its: _____
(Type or Print Title)

Date

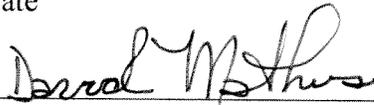
HIGHER EDUCATION DEPARTMENT

Jose Z. Garcia, Cabinet Secretary

Date

Jose Z. Garcia, Chief Financial Officer

Date



David Mathews, General Counsel

8-7-14

Date

STATE OF NEW MEXICO CAPITAL GRANT PROJECT PAPER PERIODIC/FINAL REPORT EXHIBIT 1
--

PERIODIC REPORT FINAL REPORT

Grantee: _____

Project Number: _____ Reporting Period: _____

1. Please provide a detailed status of project referenced above.

A. Third Party Obligations

Purchase Order or Contract # _____

Name of Contractor or Vendor: _____

Amount of Third Party Obligation: _____

Date Executed: _____

Termination Date: _____

B. Project Phase

Bonds Sold Plan/Design Bid Documents Construction
 (provide anticipated date of commencement and completion for each phase)

2. Grant Amount adjusted for AIPP if applicable: _____

Total Amount of all Notices of Obligation to Reimburse: _____

Total Grant Amount Expended by Grantee to Date: _____

Grant Balance as of this Date: _____

Amount of Other Unexpended Funding Sources: _____

PERIODIC REPORT

I hereby certify that the aforementioned Capital Grant Project funds are being expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable requirements.

FINAL REPORT

I hereby certify that the aforementioned Capital Grant Project funds have been completed and funds were expended in accordance with all requirements of the Grant Agreement, and in compliance with all other applicable state/regulatory requirements.

 Grantee Representative/Title

 Date

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EXHIBIT 2

Date:

To: New Mexico Higher Education Department
2048 Galisteo Street, Santa Fe, NM 87505-2100

From: (Your Institution)

Re: Draw Request #

Type of Bonds/Series or Gen.Fund Apprpr: _____

Project Title: _____

DFA Project Number: _____

Institution Project No. (optional): _____

Chapter and Laws: _____

Reversion Date: _____

Expenditure Date Range:* _____

Budget Summary:		Comments:
Original amount of appror. for this project		
AIPP amount (if applicable) 1% of original amount		
Total amount available after AIPP	\$0.00	
Less amount of this draw request	0.00	
Less pending draw request(s)	0.00	
Less approved draw request(s)	0.00	
Total amount for draws to date	0.00	
Available balance for this project	\$0.00	

Subject to the terms, provisions and conditions of this draw request, you are requested to have delivered to the Institution or designated payee of the recipient on the bond proceeds the total amount stated above.

None of the obligations for which payment is hereby requested has formed the basis for any payment previously made; and, each of the obligations for which payment is requested is or was necessary or appropriate in connection with the project and is a proper charge against the project account. The Institution acknowledges that, in general, the interest on the bonds may not be excluded from gross income for federal income tax purposes if more than five percent (5%) of the bond proceeds are to be used directly or indirectly by any person other than a governmental unit ("Private Person") in any business or commercial activity other than use as a member of the general public and the Private Person makes payment for the use of such property (whether or not such payments are made to the state) which exceed the principal of or interest on more than 5% of the proceeds on the bonds.

I certify that this request complies with the policies of the State Board of Finance and is consistent with the reasonable expectations set forth in the Tax Compliance Certificate signed by the Institution in connection with the issuance of the bonds. If this request is for a reimbursement, I certify that money of the recipient of proceeds from this draw request equal to or greater than the amount reimbursed has been paid for project purposes.

Wire Transfer Information:

Payor: New Mexico State Treasurer

Institution: (Your Institution)

Amount due: \$0.00

Institution Account No:

Receiving Bank/Location:

Bank Transit No (9 digits):

Authorized Signature

Type Name and Title

HED Approval:

\$

Amount approved

Signature

Date

EXHIBIT 2

CERTIFICATIONS:

1. Under New Mexico law, expenditures shall not be made for purposes other than those specified in an appropriation. The Agency has considered the appropriation language (listed on Page 1 under Project Description) and certifies that the proceeds requested will be applied to a permissible purpose within the Project Description.
2. None of the obligations for which payment is requested has formed the basis for any payment previously made; and, each of the obligations for which payment is requested is or was necessary or appropriate in connection with the project and is a proper charge against the project account.
3. The Agency certifies that the stated expenditures have been incurred and paid, or, in the case of direct payment to vendors, incurred, relative to the said project, the stated severance tax, supplemental severance tax, or general obligation bond series and prior to the reversion date on page 1.
4. If this request is for reimbursement, the Agency certifies that money of the recipient of proceeds of this draw request equal to or greater than the amount reimbursed has been paid for project purposes.
5. The Agency certifies that according to its accounting records for this project, there is a sufficient account balance available on this project to cover this request. The Agency certifies that to the best of the Agency's knowledge, the above representations with respect to the project balance and distributions to date are accurate.

Authorized Signature

Type Name and Title

Sworn and subscribed to before me, a notary public, this _____ day of _____ in the year _____.

Notary Public

My commission expires: _____

<p>STATE OF NEW MEXICO CAPITAL GRANT PROJECT NOTICE OF OBLIGATION TO REIMBURSE GRANTEE EXHIBIT 3</p>

DATE: _____

TO: Grantee Representative: _____

FROM: Department Representative: _____

SUBJECT: Notice of Obligation to Reimburse Grantee

Project Number: _____

As the designated representative of the Department for Grant Agreement number [insert] entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

 Third Party Obligation (includes purchase orders and contract) #: _____
 Vendor or Contractor: _____

 Third Party Obligation Amount: _____
 Termination Date: _____

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

 Grant Amount adjusted for AIPP if applicable: _____

 The Amount of this Notice of Obligation to Reimburse: _____

 The Total Amount of all Previously Issued Notices of Obligation: _____

 The Total Amount of all Notices of Obligation to Reimburse as of this Date:

Department Representative: _____

Title: _____

Signature: _____

Date: _____

NEW MEXICO JUNIOR COLLEGE

Changes to the 2013-2014 Handbook for the 2014-2015 Handbook

1. **Title Page:** Changed date to: **August 21, 2014**
2. **Organizational Chart:** Insert 07/2014 update

NMJC Employee Handbook:

3. Policy Number 204, Promotions, Transfers, New Positions or Vacancies
 - Under Section III paragraph B, remove “throughout the campus” and replace with **“the Human Resource bulletin boards and on the New Mexico Junior College Web page.”**
 - Under Section IV paragraph A, remove “Applications of” and replace with **“Current”**.
4. Policy Number 208, Inclement Weather Procedures, new policy being added.

[Insert revised policy being drafted by Bill Morrill]

Changes to Policy Numbers Only

	Existing Policy No.	Policy	New Policy No.
5.	208	Workweek—Professional (Non-Faculty) and Support/Maintenance Staff	209
6.	209	Flexible Assignment	210
7.	210	Outside Employment	211
8.	211	Paychecks	212
9.	212	Direct Deposit	213

10. NEW MEXICO JUNIOR COLLEGE 2014-2015 EMPLOYEE HANDBOOK

Policy No. 208

Page 1 of 1

SECTION: Employment Procedures, Regulations, Policies and General Information

POLICY TOPIC: Inclement Weather Procedures

The New Mexico Junior College President, Vice President of Instruction, Vice President for Student Services, Director of Administrative Services, and Director of Public Safety will:

- Work together to determine the best course of action in regard to inclement weather,

- Work with the Hobbs Municipal School district Superintendent or other appropriate HMS personnel to determine the Hobbs Municipal School District’s inclement weather action,
- Prior to NMJC class cancellations or campus closure, an inspection of the NMJC campus will be made by any of those individuals listed above,
- If the NMJC campus is closed or delayed, the NMJC Public Safety/Security Department and NMJC Physical Plant are responsible for insuring the on-campus students can get to-and-from the cafeteria, as well as put down the ice melt to speed the thawing process. Additionally, Physical Plant Employees will need to check boilers to insure the operating pressures are within safe range to prevent pipes from freezing and insure appropriate Campus Housing temperatures are maintained. The Director of physical Plant, Director of Administrative Services, and Director of Public Safety will determine which NMJC Physical Plant and Public Safety Officers/Security Personnel are mobilized for inclement weather delay or campus closure.
- Once the president, Vice President for Instruction, Vice President for Student Services, Director of Administrative Services, and Director of Public Safety determines a NMJC class cancellation or campus closure is necessary, then the following will occur,
 - The President, or Vice President of Instruction, or Vice President of Student Services, or Director of Administrative Services, or the Director of Public Safety will make a class cancellation or campus closure notifications via RAVE, email and through local television and radio stations. The Director of Computer Information Systems will also be notified and the closure information placed on the college web page. The Director of Communications will also be responsible for notifying local television and radio stations of the closure or delay of the campus activities.
 - The Director of Physical Plant will also determine the best time and plan for the NMJC campus ice or snow removal.
 - The President, or Vice President for Instruction, or Vice President for Student Services, or the Director of Administrative Services or the Director of Public Safety will review the campus event schedules and determine the action needed for scheduled campus events.
 - When classes are cancelled or delayed staff is instructed not to come to the campus. The only individuals on campus at that time should be those that are needed to make the campus safe for all employees and students.

11. Former Policy Number 213—Office and/or Building Keys, now Policy Number 214

- Change--remove existing policy and replace with the revised policy set forth below:

~~NEW MEXICO JUNIOR COLLEGE 2014 2015 EMPLOYEE HANDBOOK~~

~~Policy No. 213~~

~~Page 1 of 1~~

~~SECTION: Employment Procedures, Regulations, Policies and General Information~~

~~POLICY TOPIC: Office and/or Building Keys~~

~~The protection and safekeeping of College property shall be the responsibility of all NMJC employees. Employees who are issued office and/or building keys shall assume the responsibility by closely guarding their keys to prevent unauthorized usage. An employee who loses an NMJC key shall immediately report such loss to the Maintenance Office and the Office of Security. An employee may incur monetary fines for lost or stolen keys.~~

~~Office and/or building keys shall be issued to an employee only through the Maintenance Office upon receipt of completed key request forms approved by the appropriate Vice President and/or President. Under no circumstances shall an employee be authorized to swap, trade, loan or pass along keys issued under his/her name to another employee or any other person. Upon issuance of office and/or building keys, the employee shall acknowledge in writing the receipt of this policy and shall agree to the responsibilities associated with key possession. If an employee experiences a change in position or assignment, he/she shall immediately turn in his/her key(s) to the Maintenance Office. The employee shall then be issued new key(s) authorized for his/her new assignment by the appropriate Vice President and/or President.~~

~~An employee's job position may require the employee to access controlled areas by way of secured key privileges in order to perform his/her job responsibilities. In such a case, the employee may be required to meet satisfactorily certain security requirements prior to being issued keys to a controlled area. Prior to the issuance of a building master or a grand master key, a background check must be on file. A grand master key shall be issued only to an employee with no felony record and shall be approved by the appropriate Vice President or the President. An employee or prospective employee failing to meet the security requirements of a position shall be disqualified from holding such a position.~~

~~Key(s) issued to an employee shall not be duplicated under any circumstances. Upon termination of employment, an employee shall surrender all keys issued to him/her. Any violation of this policy or misuse of key privileges shall subject the employee to personal liability for resulting damages, missing property and any other losses sustained by the College and shall result in disciplinary action up to and including dismissal.~~

New Policy No. 214

NEW MEXICO JUNIOR COLLEGE 2014-2015 EMPLOYEE HANDBOOK

Policy No. 214

Page 1 of 2

SECTION: Employment Procedures, Regulations, Policies and General Information

POLICY TOPIC: Office and/or Building Keys

General. The protection and safekeeping of College property shall be the responsibility of all NMJC employees. Employees who are issued office and/or building keys shall assume the responsibility by closely guarding their keys to prevent unauthorized usage.

Issuance; Use; Duplication. Office and/or building keys shall be issued to an employee only through the assigned department secretary upon receipt of completed key request forms approved by the appropriate Vice President and/or President. **Under no circumstances shall an employee be authorized to swap, trade, loan or pass along keys issued under his/her name to another employee or any other person. Key(s) issued to an employee shall not be duplicated under any circumstances.**

Upon issuance of office and/or building keys, the employee shall acknowledge in writing the receipt of this policy and shall agree to the responsibilities associated with key possession. If an employee experiences a change in position or assignment, he/she shall immediately turn in his/her key(s) to his/her supervisor or the assigned department secretary. The employee shall then be approved for the issuance of new key(s) authorized for his/her new assignment by the appropriate Vice President and/or President.

An employee's job position may require the employee to access controlled areas by way of secured key privileges in order to perform his/her job responsibilities. In such a case, the employee may be required to meet additional security requirements prior to being issued keys to a controlled area. Prior to the issuance of a building master or a grand master key, a completed background check must be on file. A grand master key shall be issued only to an employee with no felony conviction and shall be approved by the appropriate Vice President or the President.

Return of Keys. Upon termination of employment or transfer of position, an employee shall promptly return all keys issued to him/her to his/her supervisor or the assigned department secretary.

Reporting Loss; Replacement Fees. An employee who loses an NMJC key shall immediately report such loss to (i) his/her supervisor, (ii) his/her assigned department secretary and (iii) the Security Supervisor. An employee may incur monetary fines or be required to pay key replacement fees for lost or stolen keys.

Disciplinary Actions upon Violation. Any violation of this policy or misuse of key privileges shall subject the employee to personal liability for any and all resulting damages, missing property and any other losses sustained by the College and shall result in disciplinary action up to and including dismissal.

KEY REPLACEMENT COST

Keso	\$75.00	Restricted areas
GMK	\$50.00	Non-restricted areas
Grand Master	\$100.00	Classrooms, offices, storage
Building Interior Master	\$50.00	Inside building master
Building Exterior Master	\$75.00	Outside building master
Pass Key	\$50.00	Specific Office, classroom
Electronic Access Key	\$50.00	Exterior building master 1 door
Electronic Master Key	\$100.00	Exterior building master more than one door

Changes to Policy Numbers Only

	Existing Policy No.	Policy	New Policy No.
12.	214	Absence from Assignment	215

13. Former Policy Number 215—Employee Clearance Procedure, now Policy Number 216

- Change—modify by deleting the ~~stricken~~ portions and adding the portions in red:

When an employee terminates employment from the College, a check-out form shall be obtained from the Human Resources Office. The form shall be used to clear the account of an employee with such agencies as the ~~Pannell Library/IRC, the Extended Learning Media Department, the Document Center, the College Bookstore, the Mail Room, the Physical Plant Division, the Business Office, the department, and the Human Resources Office~~ **New Mexico Junior College Library, Bookstore, Computer Center, Department where employee worked, Mail Room, Division Secretary (for college issued keys), Business Office, Coordinator of Purchasing and the Human Resource Office.** Appropriate signatures shall be obtained and the completed form shall be presented to the Human Resources Office or his/her designee.

Terminating employees who desire a refund and/or roll-over of their educational retirement contributions shall complete a refund and/or roll-over request form in the Human Resources Office and have their signature on the request form notarized.

Changes to Policy Numbers Only

	Existing Policy No.	Policy	New Policy No.
14.	216	Telephone and Copier Identification Codes	217
15.	217	Tobacco Products	218
16.	218	Alcohol/Illegal Drugs	219

17. Former Policy Number 219—Travel, now Policy Number 220

- Change—In section I. General Travel Information, modify by deleting the ~~stricken~~ portions from the sixth (6) paragraph in the section:

“New Mexico Junior College employees must have taken the defensive driving course to be authorized to drive a College vehicle. The certificate must be kept current and renewed (~~3-hour class~~) every two years. Non-compliance could result in non-compensation for the trip.”

- Change—Add the following as a new Section III following the end of the existing Section II:

III. Use of Personal Vehicle for College Business.

New Mexico Junior College owns and operates a fleet of vehicles for use by employees when traveling on college business. The College prohibits the use of college-owned vehicles by employees for personal use or errands.

There are certain times when an employee may be authorized to use a personally-owned vehicle for college business. When such use is authorized, the employee will be reimbursed after the travel has occurred for the allowable mileage. **The use of the employee’s personal vehicle for college business is not permitted without first obtaining written permission from both the employee’s supervisor and the President.**

After receiving authorization from the President, the employee also must complete a Waiver of Liability form and attest in such waiver that the employee has a valid license to operate a motor vehicle and valid liability insurance in amounts that meet or exceed the minimum requirements of the State of New Mexico. The waiver may be obtained from the Director of Administrative Services. The waiver must be signed by the employee and returned to the Director of Administrative Services prior to use of a personal vehicle for college business.

The employee will be reimbursed for only the verified map mileage to-and-from the business destination. Mileage Reimbursement is based on the applicable NMJC approved mileage rate. The employee is also responsible for purchasing all fuel and any vehicle maintenance costs associated with using a personal vehicle on college business.

Changes to Policy Numbers Only

	Existing Policy No.	Policy	New Policy No.
18.	220	Employee Use of College Property or Personnel	221
19.	221	Copyright Policy	222
20.	222	Information Technology Acceptable Use Policy	223
21.	223	Conflict of Interest	224
22.	224	College Purchases	225
23.		Insert a new policy as Policy No. 226. This is a new policy. The policies previously numbered as 225 and 226 will be moved and renumbered (see below).	

NEW MEXICO JUNIOR COLLEGE 2014-2015 EMPLOYEE HANDBOOK

Policy No. 226

Page 1 of 1

SECTION: Employment Procedures, Regulations, Policies and General Information

POLICY TOPIC: Purchasing Card Guidelines

Procedures for placing an order:

The order may be placed either in person by presenting the Card to the vendor, by telephone, or online for internet orders. If calling an order in to a vendor and for online internet orders, provide your Purchasing Card number and expiration date, found on the front of the Card.

Advise the vendor that the order is tax exempt. Do not proceed with the purchase until you are certain that the tax will not be assessed.

All deliveries must be sent to the New Mexico Junior College Warehouse with the Cardholder's name on the package. The person at the warehouse will then record receipt of the order and secure original supporting documentation. Orders should never be shipped offsite unless special approval is granted by the purchasing department in advance. Once you receive the order, please get the receipt to your department secretary as soon as possible so it may be entered on the Visa Statement Form.

Purchasing Card Requirements:

Employee using the purchasing card must provide an itemized receipt (includes meal receipts). Employee must ensure sales tax is not charged when it pertains to a non-service or non-construction related purchase. Employee assigned the card is the only individual allowed to use the card. Purchase cannot be incrementally split to circumvent purchase limits. Purchases cannot be for unauthorized or prohibited items. (For questions contact the Purchasing Office). Some restricted items are as follows:

1. Purchases greater than \$1,500
2. Inventory item (equipment greater than \$1,000)
3. Personal purchases

- 4. Office decorations
- 5. Alcohol or drugs

If the Purchasing Office identifies a purchase that is not within the purchasing guidelines, the cardholder will be informed of the correct procedures. If further problems are identified with cardholder purchases, the Purchasing Office reserves the right to contact the cardholder’s supervisor and /or department Dean or Vice President. If further problems occur, cardholder privileges may be terminated and the employee is subject to discipline up to and including termination of employment.

24. Former Policy Number 225—Appearance and Public Relations, now Policy Number 227

- Change—Policy is being renumbered from 225 to 227
- Change—Delete the word “leggings” from list of prohibited clothing.

Changes to Policy Numbers Only

	Existing Policy No.	Policy	New Policy No.
25.	226	Absence from Assigned Responsibilities due to Participating in Local, State or National Activities of a Political Nature	228
26.	227	Collective Bargaining	229

27. Revisions to Former Policy Number 228, Employee Theft Policy:

- Change—Policy is being renumbered from 228 to 230
- Change—Under Section I make the following ~~deletions~~ and **additions**:

“I. It is a violation of the New Mexico Junior College theft policy for any employee to take or allow another employee to take College property and convert that property to his/her own use **or to give college property to another for their personal use.** A violation of this policy ~~shall~~ **the employee will receive discipline up to and including termination of employment. result in dismissal.**”

- Change—Under Section IV make the following ~~deletions~~ and **additions**:

“IV. The findings of the internal investigation shall be presented in writing to the President. In the event the findings indicate that a violation of the policy has occurred, the employee ~~shall~~ **will receive discipline up to and including termination of employment. be dismissed from employment.**”

28. Insert a New Policy as Policy Number 231. This is a new policy. The policy previously numbered as 231 will be moved and renumbered (see below).

NEW MEXICO JUNIOR COLLEGE 2014-2015 EMPLOYEE HANDBOOK

Policy No. 231

Page 1 of 1

SECTION: Employment Procedures, Regulations, Policies and General Information

POLICY TOPIC: Weapons

The safety of employees, students and visitors on campus is a priority. For this reason, and notwithstanding some laws that may allow people to carry firearms in public, New Mexico Junior College prohibits anyone from possessing or carrying weapons of any kind on any property owned or leased by the College, including in any college vehicle, whether such vehicle is on campus or off campus. Prohibited items include all firearms, all illegal knives and other types of blades, explosives and any other form of weapon.

If an employee is unsure whether an item is covered by this policy, please contact Human Resources. Employees are responsible for making sure that any item they possess is not prohibited by this policy.

Certified police officers, security guards/public safety employees, Law Enforcement and Correction Cadets, when used in conjunction with their educational programs, and other qualified individuals who have been given prior written consent by the President to carry a weapon on College property will be allowed to do so. Authorization to carry a weapon may be revoked at any time by the President.

While the College has a policy prohibiting weapons, nothing in this policy shall be construed as creating any duty or obligation on the part of the College to take any actions beyond those required of any employer by existing law.

29. Insert a New Policy as Policy Number 232. This is a new policy. The policy previously numbered as 232 will be moved and renumbered (see below).

NEW MEXICO JUNIOR COLLEGE 2014-2015 EMPLOYEE HANDBOOK

Policy No. 232

Page 1 of 1

SECTION: Employment Procedures, Regulations, Policies and General Information

POLICY TOPIC: Bookstore Charge Accounts

Bookstore charge accounts are available to full time employees. Employees may charge up to \$200.00 unless there is a signed agreement to deduct a monthly payment from payroll. If there is a signed payroll deduction agreement, the account limit is \$400.00. Once the limit is reached, no further charges may be made until the balance is reduced. The College also recognizes that

certain items in the bookstore exceed the \$400.00 limit. An employee who wishes to charge items costing more than \$400.00 must have advance written permission from the Vice President of Finance before these purchases can be added to their account.

Monthly payments must be made either by payroll deduction or in person. The minimum monthly payment is \$20.00 (if using payroll deduction \$10.00 twice monthly). If a payment is missed on an in-person account, the account will be frozen until a payment is made. If two monthly payments are missed, the account holder will be required to sign up for payroll deduction before the account is reactivated. While the minimum monthly payment is \$20.00, employees may elect to have a larger amount deducted from payroll each month.

In accordance with the College payroll policies acknowledged and agreed to by employees at the time of hiring, upon termination of employment with the College, the entire balance of the Bookstore charge account will be deducted from the employee's final paycheck.

30. Insert a New Policy as Policy Number 233. This is a new policy. The policy previously numbered as 233 will be moved and renumbered (see below).

NEW MEXICO JUNIOR COLLEGE 2014-2015 EMPLOYEE HANDBOOK

Policy No. 233

Page 1 of 1

SECTION: Employment Procedures, Regulations, Policies and General Information

POLICY TOPIC: Children and Other Visitors in the Workplace

New Mexico Junior College wants to provide a safe and efficient work environment for all employees. To further this goal, New Mexico Junior College prohibits employees from bringing children (or other visitors/guests) with them when they are working on the campus or to off campus meetings when they are representing the College.

When specified by the College as a family event, employees will be invited to bring family members to attend such events.

Changes to Policy Numbers Only

	Existing Policy No.	Policy	New Policy No.
31.	229	Professional/Faculty Employees: Contract of Employment	234
32.	230	Utilization of College Property for Projects	235
33.	231	Faculty Employees: Office Hours	236
34.	232	Faculty Employees: Guidance	237
35.	233	Faculty Employees: Class Records	238
36.	234	Professional/Faculty Employees: Commencement	239

37.	235	Employee Evaluations	240
38.	236	Support/Maintenance Employees: Voluntary Demotion	241
39.	237	Support/Maintenance Employees: Reassignment or Reclassification of Positions	242
40.	238	Support/Maintenance Employees: Time Reporting	243
41.	239	Support/Maintenance Employees: Rest Periods	244
42.	240	Support/Maintenance Employees: Overtime/Compensatory Time	245

43. Affirmative Action Policy Statement: Change date to **August 21, 2014**.

TO: NMJC Board

Dr. Steve McCleery

FROM: Jeff McCool, Dean of Training & Outreach

Jai Oyler, Director of TAACCCT Grant Program

DATE: August 13, 2014

RE: Equipment Purchase for TAACCCT Grant Program of Training

We request approval from the Board to purchase a 22' Tag Simulator Trailer for the previously approved 660 Truck Driving Simulation System. The vendor is Doron Precision Systems, Inc., and the trailer will provide a mobile lab setting for the 660 Truck Driving Simulation System, which will allow us the flexibility of providing training on the NMJC campus or off-campus at any other location. The funding source for this purchase is the TAACCCT Grant from the U.S. Department of Labor.

The purchase price for the trailer is \$88,062. Doron Precision Systems is a GSA contractor (GS02F1411H) thus this purchase does not require competitive bids.

Thank you for your consideration.

22' Tag Simulator Trailer for 660Truck Simulator – 3 June, 2014 for NMJC, Hobbs, NM

Doron Precision Systems, Inc. is pleased to offer the following information and quotation for a 22' Tag Simulator Trailer for a 660Truck Simulator per the following specifications:

Rollingstar RS8.5X22TA60 22' x 102" Width Custom Enclosed Tag Trailer: 12,000 lb. GVWR, insulated FRP fiberglass composite walls with aluminum trim, structural aluminum trailer frame, tandem torsion electric brake axles, 235/85/R16E tires on machined aluminum wheels, 2-5/16" adjustable height ball coupler w/7,000 lb. drop-leg jack, one-piece aluminum roof, DOT compliant lighting

- 102" trailer width
- Insulated FRP composite walls, 1" urethane foam, R/7
- "Bump" rollers heavy duty, mounted under rear trailer frame
- (2) 36" x 80" RV style door w/flush lock, no windows
- (2) Lend-A-Hand grab handles
- (2) Heavy duty 3-step pull-out steps below personnel door
- Machined aluminum wheels, 8-lug, set of (4)
- Spare tire w/mount 235/85/R16E (standard on white mod rim)
- (2) stabilizing jacks, 5,000 lb. removable crank down jacks w/holders
- Deluxe ceiling package includes 6" fiberglass insulation, one piece white FRP composite ceiling liner
- Under-floor spray foam insulation, R/11
- PVC commercial flooring, coin pattern
- Carpeted interior walls
- 12v "Fantastic" powered roof vent (thermostatically controlled with rain sensor, automatic or manually controlled) w/"MaxAir" roof vent cover
- (4) 12 volt dome light (white lens) w/wall switches as required
- (2) 12 volt LED porch area lights w/wall switches as required
- 12 volt power system: Progressive Dynamics 9200 Series "Charge Wizard" 12 volt 60 amp converter and (2) group 27 deep cycle batteries
- Solar battery maintainer, 15 watt, includes 7 amp charge controller to regulate voltage and protect battery from over charge
- 12 volt master switch to disconnect battery power from 12 volt system
- 10 kW Onan "Quiet Diesel" Generator (83A), 30 gallon frame mounted fuel tank, battery, auto transfer switch and remote start /stop switch
- Integral generator compartment located across rear of trailer includes insulated FRP enclosure w/lining, locking heavy-duty access door, battery and leveling system storage
- Laminate work surface over integral generator compartment, approx. 30"W x full width
- Rapid-fill diesel fuel filler w/locking access door
- Fuel gauge & sending unit for certified fuel tank mounted inside trailer
- IOTA 220V/110V/12V 100 amp entrance/distribution panel
- 50-amp 120-240V shore power w/25' shore cord and exterior power receptacle
- (4) 48" fluorescent ceiling light, T-8 type w/electronic ballasts, *flush mount* 2-bulb, 110 volt w/switches as required
- (4) Ceiling mounted recessed halogen downlights (can-lights) with trim and bulb w/dimming switch
- (6) 110V duplex interior power receptacles, 20 amp, outlets on dedicated 20 amp circuits as required
- 110v GFCI protected duplex power outlets, exterior w/weatherproof cover
- WireMold raceway, receptacles and cat5 cabling to series interconnect simulators and instruction stations per customer requirements, also install customer supplied patch cables as required
- (2) 13.5 BTU roof mount air conditioner, Coleman, w/5600 BTU heat strip w/wall mounted thermostat kit
- (3) 1500 watt forced air wall heater w/fan and wall mounted thermostat (12.5A)
- Trailer delivered w/25 gallons of diesel in tank
- Standard Instructor's Console w/CPU storage and shelf, installed

Price for 22' Tag Trailer

FOB Hobbs, NM

\$84,990.00

Options for Consideration:

- Upholstered bench w/storage under and upholstered lumbar support located along rear generator compartment wall: **\$2,169**
- Centerline Anti-Sway Hitch System: **\$903.**

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Countertop/Work Surface
 Over Generator/Utilities Enclosure

Deep Cycle Batteries
 w/High Output Converter

10 kW "Quiet Diesel"
 Generator

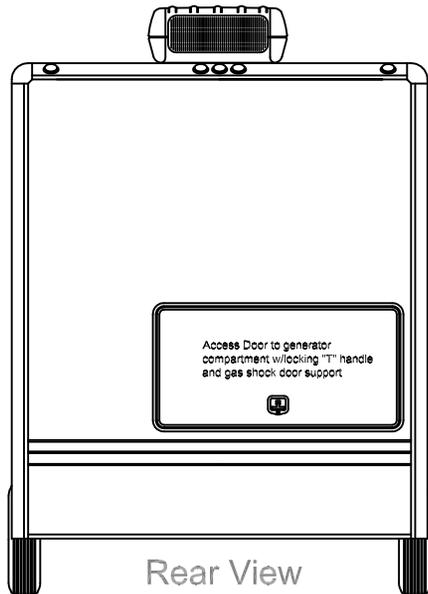
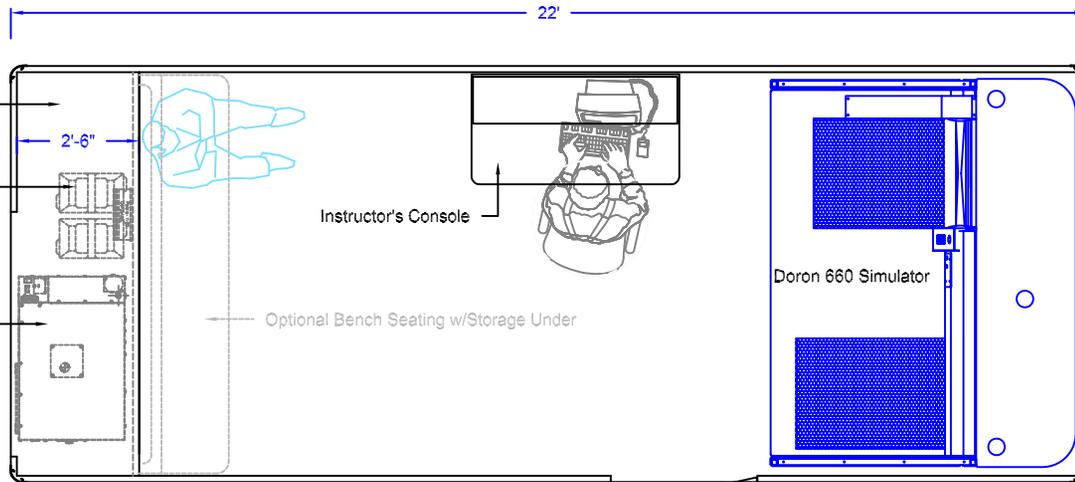
2'-6"

Instructor's Console

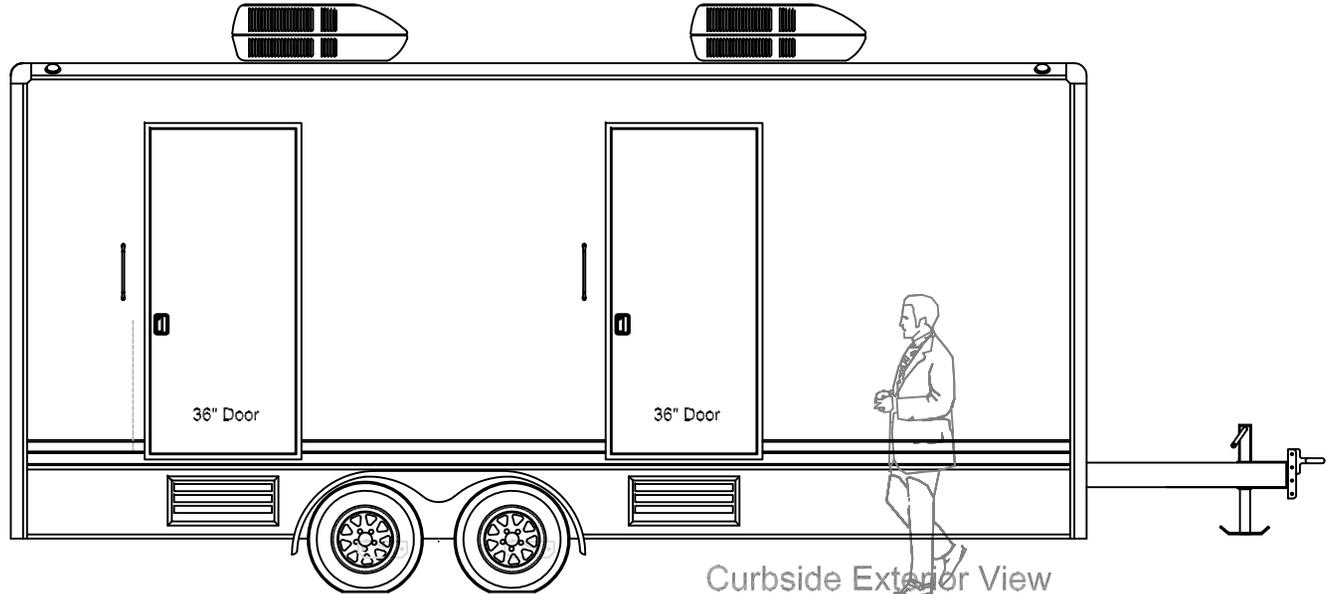
Optional Bench Seating w/Storage Under

Doron 660 Simulator

8'-6"



Access Door to generator
 compartment w/locking "T" handle
 and gas shock door support



36" Door

36" Door

Curbside Exterior View

<i>Trailer Marketing Services, Inc.</i>			
22' Trailer for (1) 660 Simulator, Doron Precision Systems			
March 19, 2014	SIZE	FSCM NO.	DWG NO.
Ron Miller			REV
Copyright © 2005 Trailer Marketing Services, Inc. All Rights Reserved			

*New Mexico Junior College
Office of the Vice President for Student Services*

MEMO

TO: Dr. Steve McCleery
FROM: Phillip Roybal
DATE: August 15, 2014
RE: Housing Supervisor Positions

Please accept this memo as my request to upgrade the two part-time supervisor positions in housing to full-time positions. The current positions are part-time with no benefits and have a salary of \$18,000. These positions would be placed in salary range 24 with a minimum salary of \$23,978 and a mid-salary of \$29,972 with benefits. The full-time duties will include the present part-time duties, and include the addition of the following:

. Duties to be added to their current duties include:

- Assist with the supervision and development of student programming
- Assist the housing coordinator with the daily management of student housing as needed
- Provide assistance with the key management system for housing
- May serve on various campus committees as assigned
- Perform other duties as assigned or required

xc: Bill Morrill

NEW MEXICO JUNIOR COLLEGE

Personnel Recommendation for Board Consideration

The following candidate is being recommended for employment as follows:

Date August 1, 2014

Candidate's name Melissa F. Simpson

Position title Professor of Reading/Writing in Transitional Studies (Developmental)

New position Existing position Classification Faculty Professional Other _____

Is candidate related to another NMJC employee? yes no If so, to whom _____

Effective date of employment 08/11/2014 Standard contract length 12 mos. 9 mos. other _____

Funding source Institutional Funds

Paid advertising beyond *standard HigherEdJobs.com

(*Standard: The Hobbs News-Sun, NM Dept. of Labor, NMJC Website, Lubbock TX Workforce Development Website)

Posted salary range \$35,595 to 44,493 Recommended annual salary \$ 53,975.00 Prorated salary yes no

Account number(s) with respective % allocation(s) 11000 2103 61101 101

Recommended and approved by:

Supervisor

Dean/Director

Vice President

President

Selection Committee Members: Dianne Marquez – Dean of Arts and Humanities

Terry Holloman – Professor of Transitional Studies

Dr. Dallas Hulsey – Professor of English

Richard Miller – Professor of Student Success

Comments: Ms. Simpson with a M.A. in English Literature and twenty-three years of applicable experience meets and/or exceeds the minimum requirements for this position.

ABBREVIATED RESUME

Position

Professor of Reading/Writing in Transitional Studies (Developmental)

Personal Data

Name: Melissa F. Simpson

Education

M.A., California State University, Dominguez Hills, CA, 2005

Major: Literature

B.A. & S., College of the Southwest, Hobbs, NM, 1997

Major: English

Minor: English

Police Officer Certification, New Mexico Law Enforcement Academy, Santa Fe, NM, 1991

A.A.S., New Mexico Junior College, Hobbs, NM 1985

Professional Experience

Lovington Municipal School District, Lovington, NM 08/2008 to Present
High School AP / dual credit (for NMJC) English Instructor

Hobbs Municipal School District, Hobbs, NM 08/2002 to 07/2008
High School AP English Language Instructor
Pre-AP English Instructor, Highland Junior High School 08/1998 to 07/2002

Option Inc. – Center for Domestic Violence 05/1997 to 04/1998
Child Abuse Interviewer and Counselor

University of the Southwest, Hobbs, NM 08/1995 to 05/1997
Student Employment

Lea County Sherriff's Department 01/1993 to 09/1995
Deputy Sheriff, Acting Sergeant, Field Training Officer

Hobbs Police Department 09/1990 to 01/1993
Patrol Officer

Chevron, USA 08/1985 to 08/1990
Computer Analyst

New Mexico Junior College, Hobbs, NM 08/1983 to 07/1985
Financial Aid Assistant and Community Development Assistant

Kee, Stuart & Curry, Attorneys a Law, Duncan, OK 08/1982 to 07/1983
Legal Assistant

Unichem International, Hobbs, NM 04/1978 to 05/1982
Executive Secretary to the Vice-President

Certifications:

Reader and Scorer for AP Exams/The College Board 2007, 2008, 2009, 2010, 2011 2014

Honors:

Graduated Summa cum Laude, from College of the Southwest 1997

Graduated with Distinction from New Mexico Junior College

Who's Who Among America's Teachers



New Mexico Junior College

Career Opportunities

Position Announcement • July 2014

Position Title: Professor of Reading/Writing in Transitional Studies (Developmental)

Position Description: This position reports to the Dean of Arts & Humanities. Duties and responsibilities include, but are not limited to, the following: 1) teach classes (day and/or evening) in Reading and/or Writing (Review of English); 2) work at designated times in the Academic Success Center; 3) serve on college committees as assigned; 4) post and maintain approved office hours per week; 5) assume other professional responsibilities associated with the position of professor (student advisement & assessment); 6) actively participate in the institutional goals and objectives designed to support the mission of the college; and 7) Nothing contained herein shall limit the President in assigning the employee to any of the various college activities for which he/she would be qualified, in order to meet the needs of New Mexico Junior College.

Qualifications: Bachelor's Degree in a related field from a regionally accredited institution is required. Master's degree preferred. Teaching experience in reading, writing, and/or language arts required. Community college teaching experience in developmental education preferred. Must be committed to excellence in instruction and willing to work with other instructors in coordinating the offerings and providing substitute instruction when needed. Computer proficiency required.

Salary/Benefits: Salary is based on the NMJC faculty salary schedule and is commensurate with education and experience for a nine month position. The successful applicant may have the option of teaching during the summer terms for income above his/her salary. Standard NMJC benefits apply.

Application Deadline: Open until filled. Interviews will be conducted by a selection committee and will commence upon receipt of completed applications by qualified candidates. Position starts 2014 Fall semester. To ensure consideration, all application materials must be received as soon as possible.

To Apply: Submit the NMJC application form (on line at www.nmjc.edu under Employment Opportunities) and attach the following: letter of application (cover letter), resume, unofficial transcripts for all degrees listed on resume (official transcripts required prior to employment), and three references with current addresses and phone numbers.

Human Resources, New Mexico Junior College, 1 Thunderbird Circle, Hobbs, NM 88240

New Mexico Junior College is an Equal Opportunity Affirmative Action Employer and does not discriminate in its educational and employment policies and procedures with regard to race, color, religion, sex, sexual orientation, national origin, age, disability, genetic information, or veteran status. Qualified minority applicants are encouraged to apply.

For information concerning employment, please contact the Human Resources Office at (575) 492-2791. For information concerning Section 504 accessibility, contact the Special Needs Coordinator in the Counseling Department at (575) 492-2576.

"Equal Opportunity Education and Employment"

One Thunderbird Circle, Hobbs, NM, 88240 • Phone: (575) 492-2790 • Fax: (575) 492-2796 • Toll Free: 1-800-657-6260 • E-mail: kmill@nmjc.edu