

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, November 21, 2002

Zia Room - Library

1:30 p.m.

AGENDA

- | | |
|---|--------------|
| A. Welcome | Mr. Newman |
| B. Adoption of Agenda | Mr. Newman |
| C. Approval of Minutes of October 28 & 30, 2002 | Mr. Newman |
| D. Correspondence | Dr. McCleery |
| E. President's Report | Dr. McCleery |
| F. 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 Bid #929 – Purchase of Welding Equipment and Supplies | Dan Hardin |
| 6. Consideration of Waste Water Lift Station Transfer Pumps Purchase | Dan Hardin |
| 7. Consideration of Board Selection Committee | Dr. McCleery |
| 8. Consideration of Redistricting Proposal | Dr. McCleery |
| 9. Consideration of Compensation Recommendation | Dr. McCleery |
| 10. Personnel Consideration – Webmaster | Dr. McCleery |
| 11. Consideration of Cooperative Purchase Agreement | Dr. McCleery |
| 12. Consideration of Purchase of Administrative Software | Dr. McCleery |
| G. Closure of Open Meeting | Mr. Newman |
| H. Public Comments | Mr. Newman |
| I. Announcement of Next Meeting | Mr. Newman |
| J. Adjournment | Mr. Newman |

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

OCTOBER 28, 2002

MINUTES

The New Mexico Junior College Board met on Monday, October 28, 2002, beginning at 1:30 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Monty Newman, Chairman; Mr. John Hice, Jr.; Ms. Patricia Chappelle; Mr. Ferrel Caster; Mr. Larry Hanna; and Mrs. Yvonne Williams.

Mr. Newman called the meeting to order and welcomed those present.

Upon a motion by Mr. Caster, seconded by Mrs. Williams, the agenda was unanimously adopted, with Item F.9. being tabled.

Upon a motion by Mrs. Williams, seconded by Mr. Caster, the board unanimously approved the minutes of September 12 and October 21, 2002.

Under *Correspondence*, Dr. McCleery read a resolution supporting the upcoming General Obligation Bond Issue B adopted by the Hobbs Chamber of Commerce.

Under *President's Report*, Dr. McCleery reported that the Workforce Development Center made the Commission on Higher Education's significant need recommendations. He informed the board that Steve Ovel, consultant with Kirkwood Community College, will be on campus November 21 and 22 to discuss the New Jobs Training Project initiative. In closing, Dr. McCleery reported that the CHE Technology Committee had recommended \$400,000 for the Joint Administrative Software Initiative for the college.

Under *New Business*, John Rupley presented the updated plans for the proposed Western Heritage Center and Cowboy Hall of Fame.

Brad Morrison with Research & Polling, Inc. presented the proposed NMJC redistricting plan for information only. A public redistricting hearing was scheduled for Tuesday, November 12, 2002 at 7:00 p.m. in the Zia Room. The board will consider the plan at the November meeting.

Dan Hardin presented the September financial reports and with a motion by Mr. Hanna, seconded by Ms. Chappelle, the board unanimously approved the expenditures for September 2002.

Mickey Best presented the Degree Program Proposal for Radiological Control and Waste Handling for board consideration. After some discussion and upon a motion by Ms. Chappelle, seconded by Mr. Caster, the board unanimously accepted the proposal.

Mr. Best presented a request for a \$25 increase in the course fee for the Basic Law Enforcement Academy to cover the cost of printing new handouts. Upon a motion by Mr. Hice, seconded by Mr. Hanna, the board unanimously approved the request.

Under *Personnel Considerations*, Sam Oswald recommended Keith Hurley for the Public Relations/Marketing Writer/Editor position with an annual salary of \$24,000. Upon a motion by Mr. Hice, seconded by Mr. Caster, the board unanimously approved the employment of Mr. Hurley. Regina Organ recommended that Cindy Herrera be employed as the department secretary for Upward Bound. Ms. Herrera is related to Amparo Salazar who works in the business office. Upon a motion by Ms. Chappelle, seconded by Mr. Hanna, the board unanimously approved the employment of Ms. Herrera.

Mr. Newman presented Gary Schubert a plaque of appreciation for his service on the New Mexico Junior College board.

There will be a special meeting October 30, 2002 at 11:30 a.m. and the next regular board meeting was scheduled for November 21, 2002, beginning at 1:30 p.m. in the Zia Room of Pannell Library.

Upon a motion by Ms. Chappelle, seconded by Mrs. Williams, the board meeting adjourned at 3:20 p.m.

CHAIRMAN

ATTEST: _____
SECRETARY

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

OCTOBER 30, 2002

MINUTES

The New Mexico Junior College Board met on Wednesday, October 30, 2002, beginning at 11:30 a.m. in the Zia Room of Pannell Library. The following members were present: Mr. Monty Newman, Chairman; Mr. Ferrel Caster; Mr. John Hice, Jr.; Ms. Pat Chappelle; and Mrs. Yvonne Williams. Not present was Mr. Larry Hanna.

Mr. Newman called the meeting to order and welcomed those present.

Upon a motion by Mr. Hice, seconded by Ms. Chappelle, the agenda was unanimously adopted, as presented.

Under *New Business*, Sam Oswald recommended that Judy Halladay be employed as Department Secretary – College Communications. Ms. Halladay is married to Terry Halladay, Professor of Automotive Technology. Upon a motion by Mr. Caster, seconded by Ms. Chappelle, the board unanimously approved the employment of Ms. Halladay.

Mrs. Williams moved the board go into closed session for the discussion of the purchase of real property under the provisions of section 10-15-1-H(2) of New Mexico Statutes Annotated 1978. Ms. Chappelle seconded the motion. The roll call vote was as follows: Mr. Newman – yes; Mr. Hice – yes; Mr. Caster – yes; Mrs. Williams – yes; and Ms. Chappelle – yes.

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

Dr. McCleery informed the board of the county wide in-service on November 7. He shared with the board the current issue of Around the Circle and announced the November 12 public hearing/forum to discuss the college re-districting proposal.

There will be a worksession beginning at 9:00 a.m. on November 21 and the regular board meeting will follow at 1:30 p.m. in the Zia Room of Pannell Library.

The board meeting adjourned at 12:45 p.m.

CHAIRMAN



LEA COUNTY EVENT CENTER

5101 Lovington Highway • Hobbs, New Mexico 88240
BUS: (505) 392-6663 • FAX: (505) 392-6529 • EVENT INFO: (800) 952-2210

November 8, 2002

Dr. Steve McCleery
New Mexico Jr. College
5317 Lovington Hwy
Hobbs, NM 88240

Dear Dr. McCleery,

I extend greetings and salutations to you from the staff at the Event Center. It is a pleasure to once again, express my appreciation to you and a member of your staff for extraordinary service.

Jason Anderson is a valuable asset to your organization and is to be commended for his enthusiasm to assist not only events on your campus but also the events that we have at the Event Center. There have been occasions where groups have not made advance arrangements for Audio / Visual equipment or have requested equipment that we are not readily available to provide. Jason has been able to assist us with these tasks or he has been able to put us in contact with people who have the equipment we have needed.

It is a pleasure to work with New Mexico Junior College in all of our cooperative efforts because of the excellent staff you have. Thank you for the opportunity to work with such a professional organization. Please feel free to call me in the future if any member of my staff or I may be of assistance to you.

Best regards,

A handwritten signature in black ink that reads "Ralph Nall". The signature is written in a cursive style.

Ralph Nall
Director

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: **New Mexico Junior College Board Members**
From: Dan Hardin
Date: November 12, 2002
RE: Expenditure and Revenue Reports for October

October is month four or 34% of the budget for the 2002/2003 fiscal year. The expenditure report represents expenditure totals that include funds expended and encumbered. The total year to date funds expended and/or encumbered through the month of October is \$10,293,579.00 of which \$1,700,887.00 are encumbered funds.

The total current unrestricted fund expenditures for Instruction & General in October are \$4,179,354.00, which is on track at 34% of the projected budget. As we have indicated in the past, areas such as Academic Support and Student Services are over the projected budget at this time due to seasonal expenditures. The one area that is a concern is the Operation & Maintenance of Plant. Year to date expenditures are \$715,983.00, which is 40% of budget. Utilities are included in Operation & Maintenance of Plant. Due to rate hikes, the water and sewer bill from the City of Hobbs has escalated. At the end of October, expenditures for water and sewer were \$27,841.80, while total expenditures for the last fiscal year were \$43,262.71. The water and sewer bill in November will put us over \$40,000.00 for the year, and \$40,000.00 is the annual budget amount for water and sewer for the college. We are exploring options for watering areas such as the baseball field, and will be closely monitoring the utilities each month. Current unrestricted funds for the year total \$5,847,343.00. Expenditures in auxiliary enterprises are over projections, mainly due to the cost of goods sold in the Bookstore. Bookstore cost of goods sold are higher than projected, but revenues are also greater than projected.

Current restricted funds are over projections for this time of year as a result of student aid being a seasonal expense. Since grants are drawn down after the expense has occurred, we typically incur the expense, submit a request for funds, and wait to be reimbursed.

Plant fund expenditures occurred mainly in the Building Renewal and Replacement (BR&R) area on campus. Charley Carroll does a great job of supervising these projects for the campus. BR&R funds are allocated by the state to be used specifically for building renewal and replacement.

Total expenditures through October were \$10,293,579.00 or 36% of the projected budget.

The revenue generated in October 2002 was \$1,222,155.00. This mostly consists of the monthly allocation from the state, the oil and gas income, Bookstore income, and direct loans and grant draw downs of \$224,048.00.

Oil and gas tax revenue for October was \$297,407.00. We received \$1,139,048.00 in oil and gas income from July through October, which is \$306,020.00 over the projected budget for the four month period. Based on the July, August, September and October four month average, we project that we will be \$459,030.00 over the projected budget by the end of December.

The investment report shows an ending balance of \$7,325,000.00. Because of cash flow needs, we brought in \$500,000.00 from LGIP. Of the \$7,325,000.00 in LGIP, \$5,002,467.49 is in capital projects, which is 68% of investments.

Johnson Miller and Company has completed the audit and the exit review, and has submitted the audit to the state auditor on time. The audit is an unqualified opinion, which means it is not restricted by reservations. An unqualified audit is the opinion we want, although there are two findings on the 2001/2002 audit. Last year we had eight findings of which one, bank reconciliations, is mentioned again this year. In the response to the audit findings, we agree that bank reconciliation is essential to good management of the school. The Business Office has a fulltime accountant working on bank reconciliation. The problem is not the effort to do the reconciliation, but the current administrative software makes it difficult to complete timely reconciliations. Currently, we are not able to close out the yearend for 2001/2002 and will not be able to until the audit is approved by the state auditor and Johnson Miller provides the year end closing entries. Because we cannot close out last year, the current software will not allow us to close the current months of July through October for the 2002/2003 fiscal year. Therefore, we cannot complete the final reconciliation of each of the months for the Instruction & General account at Wells Fargo. The I & G account is where most of the current funds for New Mexico Junior College are deposited and expended. With the purchase of new administrative software this type of problem will be corrected. The other finding concerned the proper disclosure of Accounts Payable. Accounts Payable is not referring to bill paying, but to the liabilities on the balance sheet. For example, gift certificates in the Bookstore were not reconciled and disclosed properly, so the accounts payable were over-stated. This has been corrected. The two audit findings and the management response that is in the audit report are attached. We anticipate that Johnson Miller and Company will present the audit to the board in the January board meeting.

This concludes the Financial Report for October 2002.

Domingo P. Martinez, CGFM
New Mexico State Auditor
The Office of Management and Budget and
Board Members,
New Mexico Junior College
Hobbs, New Mexico

SCHEDULE REFERENCE NUMBER: 02-1

Bank reconciliations

Criteria:

Good internal control policies include monthly reconciliation of bank statements to the College's records.

Condition found:

Personnel attempted, but were unable to reconcile the bank statement on a monthly basis.

Questioned Costs/Basis:

None

Effect:

Misstatements, fraud and errors could occur and not be identified in a timely manner.

Recommendation:

Perform regular reconciliations of cash accounts in a timely manner.

Agency Response:

Domingo P. Martinez, CGFM
New Mexico State Auditor
The Office of Management and Budget and
Board Members,
New Mexico Junior College
Hobbs, New Mexico

SCHEDULE REFERENCE NUMBER: 02-2

Criteria:

Accounts payable

Good internal controls includes the removal of accounts payable that will not be paid.

Condition found:

Accounts payable that will not be paid have been on the Agency's books for over a year.

Questioned Costs/Basis:

None

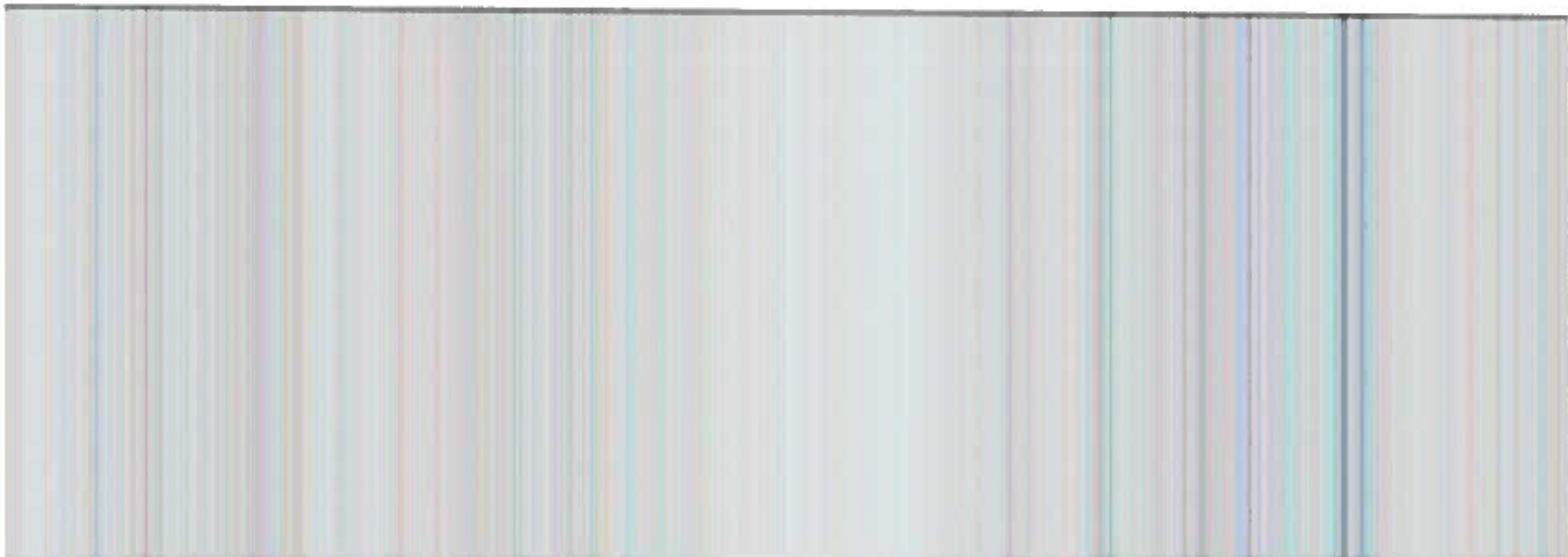
Effect:

Accounts payable will be misstated.

Recommendation:

Adjust accounts payable by the amounts that will not be paid.

Agency Response:



NEW MEXICO JUNIOR COLLEGE
Expenditure Report
October 2002

34% of Year Completed

Fund	2001-02			2002-03			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Original Budget	Current Expended or Encumbered	Year-to-date Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	5,980,600	1,511,943	25%	5,012,174	505,872	1,564,241	31%
Academic Support	1,021,222	502,353	49%	890,128	112,260	549,180	62%
Student Services	1,194,494	507,103	42%	1,002,233	146,353	510,170	51%
Institutional Support	2,461,574	841,446	34%	3,581,759	208,804	839,780	23%
Operation & Maintenance of Plant	1,943,012	522,220	27%	1,783,961	227,281	715,983	40%
Subtotal - Instruction & General	12,600,902	3,885,065	31%	12,270,255	1,200,570	4,179,354	34%
Student Activities	165,817	43,890	26%	155,236	27,048	85,087	55%
Research	0	0	0%	0	0	0	0%
Public Service	5,650	614	11%	0	0	0	0%
Internal Service Departments	300,815	368,222	122%	710,422	234,604	350,387	49%
Student Aid	148,092	158,982	107%	281,479	1,712	101,046	36%
Auxiliary Enterprises	1,266,820	906,721	72%	1,193,795	180,609	862,421	72%
Athletics	593,066	300,853	51%	562,053	40,081	269,048	48%
Total Current Unrestricted Fund	15,081,162	5,664,347	38%	15,173,240	1,684,624	5,847,343	39%
CURRENT RESTRICTED FUND							
Grants	2,236,954	706,896	32%	2,347,254	273,440	942,610	40%
Student Aid	3,300,000	1,881,910	57%	3,964,907	24,514	2,055,118	52%
Total Current Restricted Fund	5,536,954	2,588,806	47%	6,312,161	297,954	2,997,728	47%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Anonymous Grant	250,000	0	0%	0	0	0	0%
Projects from Institutional Funds	3,325,000	659,254	20%	5,944,312	4,674	1,115,804	19%
Projects from State GOB Funds	1,500,000	583,021	0%	1,212,900	0	178,239	15%
Projects from State STB Funds	143,891	143,891	100%	0	0	0	0%
Projects from Other State Funds	6,163	6,163	100%	0	0	0	0%
Projects from State B R & R	345,546	116,892	34%	327,399	64,287	126,663	39%
Projects from Auxiliary BR&R	0	0	0%	19,147	1,800	27,802	145%
Subtotal - Capital and BR&R	5,570,600	1,509,221	27%	7,503,758	70,761	1,448,508	19%
Debt Service							
Revenue Bonds	1,470,813	133,802	9%	0	0	0	0%
Total Plant Funds	7,041,413	1,643,023	23%	7,503,758	70,761	1,448,508	19%
GRAND TOTAL EXPENDITURES	27,659,529	9,896,176	36%	28,989,159	2,053,339	10,293,579	36%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
October 2002

34% of Year Completed

Fund	2001-02			2002-03			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Original Budget	Current Month Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	1,244,954	717,324	58%	1,356,355	7,378	693,599	51%
State Appropriations	7,494,100	2,788,600	37%	7,376,100	614,683	2,458,732	33%
Advalorem Taxes - Oil and Gas	2,874,085	1,329,520	46%	2,949,084	297,585	1,140,328	39%
Advalorem Taxes - Property	1,900,000	72,555	4%	1,800,000	5,380	61,888	3%
Interest Income	75,000	48,904	65%	50,000	3,708	7,910	16%
Other Revenues	294,400	63,895	22%	307,700	23,026	123,816	40%
Subtotal - Instruction & General	13,882,539	5,020,798	36%	13,839,239	951,760	4,486,273	32%
Student Activities	43,400	25,309	58%	43,400	0	26,797	62%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	14,000	7,120	51%	10,000	735	6,607	66%
Auxiliary Enterprises	1,528,300	941,110	62%	1,663,000	30,242	952,871	57%
Athletics	35,100	11,400	32%	35,400	2,875	11,500	32%
Total Current Unrestricted	15,503,339	6,005,737	39%	15,591,039	985,612	5,484,048	35%
CURRENT RESTRICTED FUND							
Grants	2,236,954	330,363	15%	2,347,254	123,096	204,722	9%
Student Aid	3,336,485	1,841,782	55%	3,716,407	100,952	1,906,788	51%
Total Current Restricted	5,573,439	2,172,145	39%	6,063,661	224,048	2,111,510	35%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Anonymous Grant	250,000	0	0%		0	0	0%
Projects from State GOB Funds	1,500,000	0	0%	1,212,900	0	0	0%
Projects from State STB Funds	143,891	143,891	100%	0	0	0	0%
Projects from Other State Funds	6,163	6,163	100%	0	0	0	0%
Interest Income	50,000	36,348	73%	105,700	12,495	48,470	46%
Subtotal - Capital & BR&R	1,700,054	186,402	11%	1,318,600	12,495	48,470	4%
Debt Service							
Interest Income	73,164	25,920	35%	0	0	0	0%
Total Plant Funds	1,773,218	212,322	12%	1,318,600	12,495	48,470	4%
GRAND TOTAL REVENUES	22,849,996	8,390,204	37%	22,973,300	1,222,155	7,644,028	33%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

October 2002

34% of Year Completed

		OIL		GAS		COMBINED		
Month of	Sales Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2002-03 Original Budget	Variance Over (Under) Budget
May	July	\$25.54	3,213,428	\$2.93	17,624,734	288,681	208,257	80,424
June	August	\$22.24	3,318,541	\$2.13	19,075,363	298,995	208,257	90,738
July	September	\$25.14	3,177,774	\$2.68	18,025,220	253,965	208,257	45,708
August	October	\$25.38	3,265,406	\$2.98	18,326,173	297,407	208,257	89,150
September	November						208,257	(208,257)
October	December						208,257	(208,257)
November	January						208,257	(208,257)
December	February						208,257	(208,257)
January	March						208,257	(208,257)
February	April						208,257	(208,257)
March	May						208,257	(208,257)
April	June						208,257	(208,257)
Y.T.D. Production Tax Revenue						1,139,048	2,499,000	(1,360,036)
Y.T.D. Equipment Tax Revenue						1,280	450,000	(448,720)
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						1,140,328	2,949,000	(1,808,756)

Source: New Mexico Taxation and Revenue Department

In order to stabilize the budgetary process for the 2002-03 fiscal year, oil and gas revenues were budgeted at a long-term historical average of \$16.00 per bbl for oil and \$2.50 per mcf for gas. It is recognized that actual collections will exceed this conservative historical average. Therefore, collections for the 2002-03 year that exceed this budgeted amount will be considered for transfer to the college's capital fund at the end of the year.

NEW MEXICO JUNIOR COLLEGE
Schedule of Investments
October 2002

34% of Year Completed

Financial Institution	Amount Invested	Date Invested	Maturity Date	Period of Investment (Days)	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	7,325,000	N/A	N/A	N/A	7102-1348	2.08%	13,899
Total investments	<u>7,325,000</u>						<u>13,899</u>

Summary of Current Month's Activity	
Beginning amount	7,825,000
Plus: deposits	0
Less: withdrawals	(500,000)
Capital Projects	5,002,467
Reserves Invested	2,322,533
Total LGIP Investment	7,325,000

Capital Projects	09/30/2002
Technology Upgrade	111,982.88
Workforce Training Center	1,191,750.14
High Tech Start Up	272,911.67
Docutech	150,000.00
Vehicles	100,000.00
CISCO Networking Equipment	5,481.43
Western Heritage Center	500,000.00
Drawings and Master Plan	95,294.00
Baseball Field	268,707.50
Rodeo Arena	18,707.85
Dormitory Landscape	46,012.37
Caster Activity Center HVAC	156,350.05
Circle Drive	231,028.54
Dorm Construction	1,600,000.00
Lea County Beautification	37,500.00
Parking Lot Seal Coating	50,000.00
Dorm Recreation Area	78,923.68
BR&R Carryover	87,817.38
Total	5,002,467.49

NOTE: Capital projects total does not include encumbered funds

NEW MEXICO JUNIOR COLLEGE

Invitation to Bid #929

Welding Equipment and Supplies

BOARD DOCUMENTS

Date:	November 21, 2002
Prepared by:	Donna Richards Coordinator of Purchasing

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

General Information

1. On October 19, 2002 legal notices were posted in three newspapers, requesting sealed bids for welding equipment and supplies:
 - 1) The Hobbs Daily News Sun
 - 2) Las Cruces Sun-News
 - 3) The Albuquerque Journal
2. Bid packets were sent to nine potential bidders.
3. Five vendors submitted bids within the time frame specified by the bid package.
4. No vendors were present at the opening.
5. The Business Office has evaluated the bids received and the Business Office recommendation is shown on Page 3.

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

Evaluation and Recommendations

The vendors responding to Invitation to Bid #929 were:

Cob Industries Inc.
Melbourne FL

Lincoln Electric Co.
Cleveland OH

Struers, Inc.
Westlake Ohio

Air Gas
Hobbs NM

EASB
San Antonio TX

The Bid Tabulation Summary begins on page 4.

The Administration recommends acceptance of the multiple award bid as follows:

AirGas:	\$7,828.08
EASB:	\$13,857.38
Lincoln	\$6,332.00
COB	\$1,877.00
Streurs	<u>\$3,335.00</u>
	\$33,229.46

Source of Funding: - Vocational Support Services (Carl Perkins Grant) FY 2002/2003
Account # 3-2741-43-141 **\$30,161.00**
(\$31,300 allocated for Welding to
meet A.W.S. standards)

Department Supply & Expense/Welding **\$ 3,068.46**
Account # 1-2435-11-526
(\$7,306.97 remaining in budget for FY 2002/2003)

TOTAL: \$33,229.46

NEW MEXICO JUNIOR COLLEGE

ITB #929 Welding Equipment and Supplies

Item #	QTY	Description	EASB				AIRGAS				LINCOLN							
			Unit Bid Price	AOS Discount	Shipping	Total Price	Unit Bid Price	AOS Discount	Shipping	Total Price	Unit Bid Price	AOS Discount	Shipping	Total Price				
1	3	Multimeter Welding Machine	\$ 1,700.81			\$ 5,106.43	\$ 2,015.88		\$ 7,122.31									
		13.0. 200/250v 1 ph 50/60Hz AC/DC																
2	3	HW-17V-21TL Tig Torch with Gas Valve	\$ 47.49			\$ 142.47	\$ 62.49		\$ 187.47									
		Redline Tig Torch Assembly																
3	3	HW-17 Torch Accessory Kit	\$ 14.78			\$ 44.34	\$ 18.45		\$ 58.35									
4	2	PowerCut-875, 200/230 V 75	\$ 1,814.83			\$ 3,629.66	\$ 2,145.19		\$ 4,290.38									
5	2	Spare parts kit for PowerCut, 50-70 Amp Spare Parts Kit	\$ 96.35			\$ 192.12	\$ 120.70		\$ 241.40									
		MIFIX, MIFIX, and MIFIX																
6	2	Migmaster 250	\$ 1,456.33			\$ 2,912.66	\$ 1,721.43		\$ 3,442.86									
7	1	CM-75 Portable Cutting Machine, Complete	\$ 1,808.70			\$ 1,808.70	\$ 2,009.67		\$ 2,009.67									
8	1	Precision TIC 275 Ready to Weld Package with: * Precision TIC 275 (200/230/250V/60Hz) * Underwater Cooler Cart Water Cooler * Fast Operated Amplifier * Migmaster/TW-20 Torch (250Amp, 25Ft). * Parts Kit, * Zippered Torch Cover, * Work Clamp & Cable Assy (150 20 cab), * 1 Water Hose, * Adjustable Flowmeter/Regulator & hose kit.				\$ 3,110.36			\$ 3,110.36			\$ 2,978.80		\$ 100.00	\$ 3,078.80			
9	1	Advance Central Panel providing 24 step trigger with adjustable Pulse controls & PowerUp timer for TIC welding. Hot Start & arc force internal panel controls.				\$ 194.27			\$ 194.27			\$ 186.00		\$ 8.27	\$ 194.27			
10	1	Inverter V285-5 AC/DC (115/230V/100) 28 Input cord & plug 18 ft Torch Adapter for PTA-9 or 17 one-piece torch. Adapter for work cable. Fully adjustable should scrp. Please include the following options: Fast Operated Amplifier Head Operated Amplifier for PTA-9, PTA-17, & PTA-20 w/switch Arc Start Switch PTA-9 12.5ft 1 pc PTA-9 25ft 1pc PTA-17 12.5ft 1 pc PTA-17 25 ft 1 pc Zipper Torch Cover 11.5 ft Zippered Torch Cover 25ft	\$ 2,266.66			\$ 2,266.66	\$ 2,170.00		\$ 2,170.00			\$ 20.00	\$ 2,326.00					
		Fast Operated Amplifier	\$ 227.95			\$ 227.95	\$ 194.00		\$ 194.00			\$ 194.00		\$ 0.00	\$ 194.00			
		Head Operated Amplifier for PTA-9, PTA-17, & PTA-20 w/switch	\$ 222.08			\$ 222.08	\$ 189.00		\$ 189.00			\$ 189.00		\$ 0.00	\$ 189.00			
		Arc Start Switch	\$ 222.08			\$ 222.08	\$ 189.00		\$ 189.00			\$ 189.00		\$ 0.00	\$ 189.00			
		PTA-9 12.5ft 1 pc	\$ 61.10			\$ 61.10	\$ 52.00		\$ 52.00			\$ 52.00		\$ 0.00	\$ 52.00			
		PTA-9 25ft 1pc	\$ 39.95			\$ 39.95	\$ 34.00		\$ 34.00			\$ 34.00		\$ 0.00	\$ 34.00			
		PTA-17 12.5ft 1 pc	\$ 44.65			\$ 44.65	\$ 38.00		\$ 38.00			\$ 38.00		\$ 0.00	\$ 38.00			
		PTA-17 25 ft 1 pc	\$ 42.30			\$ 42.30	\$ 36.00		\$ 36.00			\$ 36.00		\$ 0.00	\$ 36.00			
		Zipper Torch Cover 11.5 ft	\$ 48.18			\$ 48.18	\$ 41.00		\$ 41.00			\$ 41.00		\$ 0.00	\$ 41.00			
		Zippered Torch Cover 25ft	\$ 30.55			\$ 30.55	\$ 26.00		\$ 26.00			\$ 26.00		\$ 0.00	\$ 26.00			
11	1	13ft Arm Pkg. Modiflex 200-40 Base Unit w/transformer	\$ 2,028.31			\$ 2,028.31	\$ 1,942.00		\$ 1,942.00			\$ 100.00	\$ 2,042.00					
		LFA 4.1 13ft Extractable Arm	\$ 650.69			\$ 650.69	\$ 633.00		\$ 633.00			\$ 30.00	\$ 673.00					
12	1	Dynasty 300DX TIC Banner AC/DC - Stick-TIG with center, torch, foot control, cranking gear & cylinder tank.	\$ 5,149.08			\$ 5,149.08			\$ 5,149.08									
13	1	LaboPuls 5 Grinding/Polishing Unit with variable rotational speed (50-500rpm) Wet Grinding Disc Aluminum Polishing Disc																
14	1	TIG 3 Tungsten Grinder (110 volt)																

COB

STREUBS

Unit Bid Price	AOS Discount	Shipping	Total Price	Unit Bid Price	AOS Discount	Shipping	Total Price
\$ 1,265.00	\$ 22.00	\$ 1,287.00		\$ 2,989.00	\$ 298.90	\$ 118.00	\$ 3,305.90
				\$ 230.00	\$ 23.00		\$ 253.00
				\$ 356.00	\$ 35.60		\$ 391.60

NEW MEXICO JUNIOR COLLEGE

**Emergency Purchase of
Waste Water Lift Station Transfer Pumps**

BOARD DOCUMENTS

Date:	November 15, 2002
Prepared by:	Donna Richards Coordinator of Purchasing

NEW MEXICO JUNIOR COLLEGE

Evaluation and Recommendations

Board Documents

Emergency purchases are allowed under New Mexico procurement statutes if an emergency condition exists which affects the functioning of the college, the health and safety of individuals, and the preservation of college property.

After review, the Business Office concurs that requirements for an emergency purchase exist and recommend the acceptance of the proposal by Odessa Pumps.

Source of Funding: Building Renewal & Replacement, Central Mechanical

Account #: 9-2729-03004

Amount: \$31,500.00

Emergency Purchasing Approval Form

From: Charley Carroll

Date: 11/13/02

Description of Emergency Purchase: Purchase and installation of two self-priming centrifugal trash pumps. Price includes all pump hardware and labor.

Gorman Rupp Model T4A60-B pumps will replace existing Chicago pumps.

Description of Situation Requiring Emergency Purchase: Failure of existing pumps will cause a health hazard and could flood buildings on campus.

Many minor repairs have been made on pumps during the last six months.

Vendor: Odessa Pumps

Cost \$ 31,500.00

I hereby declare that an Emergency existed as described above and in accordance with 13-1-127 of the New Mexico Procurement Code, which could not be met through normal procurement methods creating a condition that would seriously threaten:

Please check one : functioning of this New Mexico Junior College
 the preservation or protection of property
 the health or safety of any person

Dean or Dept. Head: _____ Date: _____

VP or President: _____ Date: _____

DETERMINATION

I have reviewed the documentation for this situation, and after careful consideration of the facts of the Emergency, the documentation, the New Mexico Procurement Code and the New Mexico Junior College Procurement Policies - it is my determination that a situation existed that would have seriously threatened the functioning of New Mexico Junior College, the preservation or protection of property or the health or safety of any person.

Business Office:

Danna Richards
Coordinator of Purchasing or VP for Finance

Date: 11-15-02

Remarks:

1.4.1.59 DEFINITION OF EMERGENCY CONDITIONS: An emergency condition is a situation which creates a threat to public health, welfare, safety or property such as may arise by reason of floods, epidemics, riots, equipment failures or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten:

- A. the functioning of government;
- B. the preservation or protection of property; or
- C. the health or safety of any person.

[01-15-98; 1.4.1.59 NMAC – Rn, 1 NMAC 5.2.59, 11-15-01]

1.4.1.60 SCOPE OF EMERGENCY PROCUREMENTS: Emergency procurements shall be limited to those services, construction, or items of tangible personal property necessary to meet the emergency. Such procurement shall not include the purchase or lease-purchase of heavy road equipment.

[01-15-98; 1.4.1.60 NMAC – Rn, 1 NMAC 5.2.60, 11-15-01]

1.4.1.61 AUTHORITY TO MAKE EMERGENCY PROCUREMENTS: The state purchasing agent, a central purchasing office, or a designee of either, may make or authorize others to make emergency procurements when an emergency condition arises; provided that emergency procurements shall be made with such competition as is practicable under the circumstances.

[01-15-98; 1.4.1.61 NMAC – Rn, 1 NMAC 5.2.61, 11-15-01]

1.4.1.62 PROCEDURE: The procedure used shall be selected to assure that the required services, construction, or items of tangible personal property are procured in time to meet the emergency. Given this constraint, such competition as is practicable shall be obtained.

[01-15-98; 1.4.1.62 NMAC – Rn, 1 NMAC 5.2.62, 11-15-01]

1.4.1.63 WRITTEN DETERMINATION REQUIRED: A written determination of the basis for the emergency procurement shall be included in the procurement file.

[01-15-98; 1.4.1.63 NMAC – Rn, 1 NMAC 5.2.63, 11-15-01]

1.4.1.64 RECORDS OF EMERGENCY PROCUREMENTS: The state purchasing agent or central purchasing office shall maintain records of emergency procurements for a minimum of three years. The record of each such procurement shall be a public record and shall contain:

- A. the contractor's name and address;
- B. the amount and term of the contract;
- C. a listing of the services, construction, or items of tangible personal property procured under the contract; and
- D. the justification for the procurement method.

[01-15-98; 1.4.1.64 NMAC – Rn, 1 NMAC 5.2.64, 11-15-01]

1.4.1.65 PROCUREMENT UNDER EXISTING CONTRACTS AUTHORIZED: The state purchasing agent or a central purchasing office may contract for services, construction, or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposals as follows:

A. at a price equal to or less than the contractor's current federal supply contract (GSA), providing the contractor has indicated in writing a willingness to extend the contract's pricing, terms and conditions to the state agency and the purchase order adequately identifies the contract relied upon; or

B. with a business which has a current price agreement with the state purchasing agent or a central purchasing office for the item, services, or construction meeting the same standards and specifications as the items to be procured, if the following conditions are met:

(1) the total quantity purchased does not exceed the quantity which may be purchased under the applicable price agreement; and

(2) the purchase order adequately identifies the price agreement relied upon.

[01-15-98; 1.4.1.65 NMAC – Rn, 1 NMAC 5.2.65, 11-15-01]

Odessa PUMPS

525 S. Grimes
Hobbs, NM 88240
(505) 393-4046
fax: (505) 397-4616

November 5, 2002

Quote #: NM-1175-SH *revised*

**New Mexico Junior College
5317 Lovington Hwy
Hobbs, New Mexico 88240**

**Project: Waste Water Lift Station Transfer Pumps
Replacement of existing Chicago Pumps**

We are pleased to offer the following quotation for your consideration.

Total turnkey package including installation of two Gorman Rupp Model T4A60-B size 4" self-priming centrifugal trash pumps, driven by 25hp electric drivers. The units are to be fabricated on steel base plates and installed in a concrete basin approximately 5' below ground level. The bid price includes all pump hardware, electric motors, couplings, concrete basin, electrical work, and labor for installation. The bid price reflects utilizing the existing electrical control panels, and high/low fluid level switch.

Total bid price.....\$ 31,500.00

Please see the following specification sheets for publication of bid requests.

Pump Specifications

Manufacturer: The Gorman Rupp Company

Model: T4A60-B

Size: 4"x 4" NPT-female

Casing: Gray Iron No.30

Impeller: Open type two-vane in ductile iron equipped to handle 3" diameter solids

Impeller shaft: Alloy Steel (4140)

Replaceable carbon steel wear plate

Removable gray iron cover plate

Bearing Housing: Gray Iron No.30

Flap Valve: Neoprene w/ steel reinforcing

Shaft Sleeve: Alloy Steel (4130)

Radial Bearing: Open-single

Thrust Bearing: Open-double

Bearing Lubrication: Oil

Flanges: 125# gray iron No.30

Hardware: Standard plated steel

Oil level sight gauge

Mechanical Seal: Cartridge type, oil lubricated, double floating, self-aligning, silicon carbide
Rotating and stationary faces, stainless steel (316) stationary seat. Fluorocarbon
Elastomers.

Motor Specifications

25-horsepower

1750 rpm

3-phase

Totally enclosed fan cooled

230/460 volt

284T frame

Base Plate Specifications

Box-type

Iron 'I'-beam / 'C'-channel

Lifting eyes

Drilled and tapped for bolts

Seal welded skid

Concrete Foundation Specifications

Concrete slab 7'x 18' with 12' landing with steps to landing with 3-4' high CMU walls around perimeter. Includes excavation of approximately 18'x 7'x 5' deep, footing around perimeter of slab with 2 #4 contin. With #4 32" O.C. vertical, grout, install concrete steps 7' wide, 4' deep. Also drill 3-4" holes through existing concrete wall. Includes excavating approx. 6' deep x 2' wide x 20' length. Rock clause if needed, labor and material.

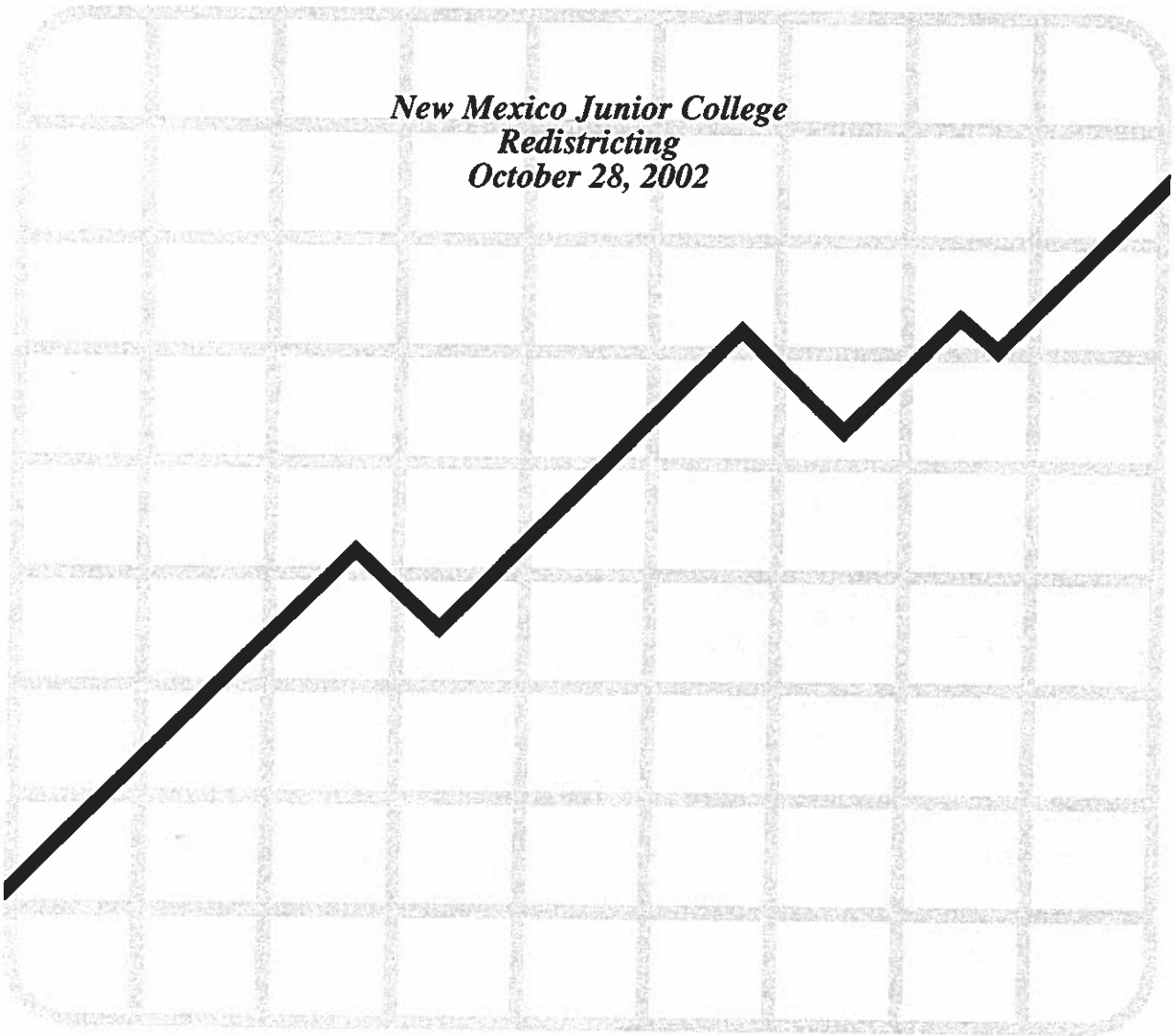
If there are any questions or comments, please feel free to contact me. Thank You!

Sean Hale, Manager
Odessa Pumps and Equipment, Inc.
525 South Grimes
Hobbs, NM 88240
505-393-4046 fax: 505-397-4616
sean@odessapumps.com
www.odessapumps.com

Sincerely,

Sean Hale

Research & Polling, Inc.



5140 San Francisco Rd., NE. ♦ Albuquerque, New Mexico 87109-4640
(505) 821-5454 ♦ Fax (505) 821-5474 ♦ rpmail@rpinc.com

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Redistricting

General Issues

Redistricting refers to the process of revising the boundaries of territories from which government officials are elected; when done for the first time, as in a transition from at-large elections, the process is "districting." The idea of having districts derives from our principle of "representative democracy" whereby the people elect others to represent them in government decision-making. However, the procedures which have guided translating this general principle into action have changed markedly over the years.

Beginning in 1790 the United States conducted its first decennial census count as required by Article I, Section 2, of the Constitution in order that

". . . Representatives shall be apportioned among the several states according to their respective numbers . . ."

The use of census data as a basis for operating a representative democracy has been expanded over the years to include districting at many levels of government from Congressional to school, water or hospital board districting systems. The general rule is to try to have equal numbers of persons in each elected representative's district. Federal Courts have been active in determining how equal in population districts must be in order to meet the ideal of "one person, one vote."

In 1965 Congress passed the Voting Rights Act, and later amended the Act so as to attempt to protect certain minority groups from electoral "schemes" which might act to discriminate against these groups. In the area of districting, plans or systems which dilute minority voting strength can be subject to challenge and should be avoided.

Guidelines

1. Each district shall contain as nearly as possible substantially the same population based upon the most recent Federal Census. To be equal in population in the context of state or local districting would require that the total population of any one district not be more than five percent off from a mathematically perfectly equal population across all districts.
2. Plans must avoid dilution of minority voting strength. With respect to racial or ethnic communities, courts often refer to a "totality of circumstances" in judging whether or not a plan harms minority group voting strength.
3. Communities of interest shall be preserved whenever reasonable within a single district. Maintaining and preserving communities of interest has no precise mathematical solution.
4. Each district shall be compact. The total length of all district boundary lines shall be as short as possible.
5. Each district shall be contiguous. All parts must be together with no separated "islands" of territory.

Interpreting the Guidelines

The concerns expressed in numbers "1" and "2" above, are of high priority in the process of districting. Equal population and non-dilution of minority voting strength are principles whose transgression invites the spectre of litigation. However, while equality of population is a fairly straightforward issue, the definition of a vote dilution is complex in the context of districting. It must be remembered that, while minority voting strength is an important consideration, it cannot subordinate the other traditional redistricting guidelines, such as compactness and contiguity.

In general, no other guidelines may justify a violation of these first two paramount principles.

If districts are non-diluting and equal in population, they may also be expected to respect a host of other guidelines, the most common of which are listed above as items "3", "4" and "5". In addition, it should be noted that no law prevents concern for incumbency of office holders so long as no essential principle is violated.

Redistricting Data

The United States decennial census is the basis for all population figures for redistricting governmental areas. The census bureau has released a special tabulation especially for redistricting. This tabulation is known as the "Public Law (PL) 94-171 dataset" which for New Mexico was released in mid-March of 2001. All tabulations are for the census date of April 1, 2000

The PL 94-171 dataset contains information which redistricting experts and the courts have identified as important indicators of compliance with the one-person, one-vote principle and application of the Voting Rights Act to the redistricting endeavor.

Who Is Included In Population Tabulations?

As census data are the basis for figuring populations in redistricting, census enumeration procedures and residence rules determine who is or is not included in the basic population counts for redistricting.

The census attempts to count all persons in the country at their "usual place of residence." Foreign travelers who had not established a U.S. residence were excluded from the census count. American travelers were counted at their usual "home" residence. U.S. military personnel, their dependents and civilian employees overseas are excluded from census tabulations.

Within the United States, persons in the Armed Forces were counted as residents of the area in which their installation was located. Military family members were counted where they were living on April 1.

College students are counted as residents of the area in which they live while attending college as has been the case since the 1950 census.

Persons in institutions are counted in those places. This includes jails, prisons, nursing homes, hospitals or other centers for handicapped or mentally ill persons, as examples.

PL 94-171 Subject Tabulations Of Importance

In addition to total population counts, the redistricting dataset from PL 94-171 includes some data on subject characteristics. Limited age, race and Hispanic status tabulations are included in the redistricting data. Other data are available from other census datasets.

Age tabulations are restricted to counts of persons ages 18 and over and thus correspond to counts of the voting age population (VAP). The census bureau has noted a tendency for respondents to have declared their age as of when they filled out their census questionnaires and not as of exactly April 1 of the census year.

As in 1980 and 1990, data are reported in 2000 on Spanish or Hispanic origin based upon a question asked of all census households. Persons of Hispanic origin include all persons responding "Mexican," "Puerto Rican," "Cuban," or "Other Spanish/Hispanic" origin. Persons of Hispanic origin may be of any racial grouping.

In addition to persons of Hispanic origin, Research & Polling, Inc. uses the census tabulations of non-Hispanic White population as equivalent to the New Mexico concept of the "Anglo" population. In order to avoid possible overlap, we also report other relevant racial data based upon those who did not indicate that they were of Hispanic origin. Thus, we report, depending on the specific area involved, e.g., non-Hispanic Black, non-Hispanic American Indian, and other non-white, non-Hispanic figures. Our tabulations avoid double-counting minority group figures.

Other Data Adjustments

Generally, Research & Polling, Inc. makes use of the best officially accepted data available for redistricting which includes, especially in the early years of a decade, a strong desire to use census data as reported. However, some adjustments to the data are made in certain circumstances. For city redistricting work, we may analyze data in order to count population for the city as it exists at the time of redistricting including annexation which may have taken place since the official census map city limits were established. In this instance, we try to determine the 2000 population of the current city limits in order to assure comparability of data.

Some districted governmental entities, notably school districts and hospital districts, have outer boundaries which cross census areas. We perform estimation in these situations in order to calculate population figures for the total governmental area. The estimates are usually very minor in proportion to the total population of the governmental area.

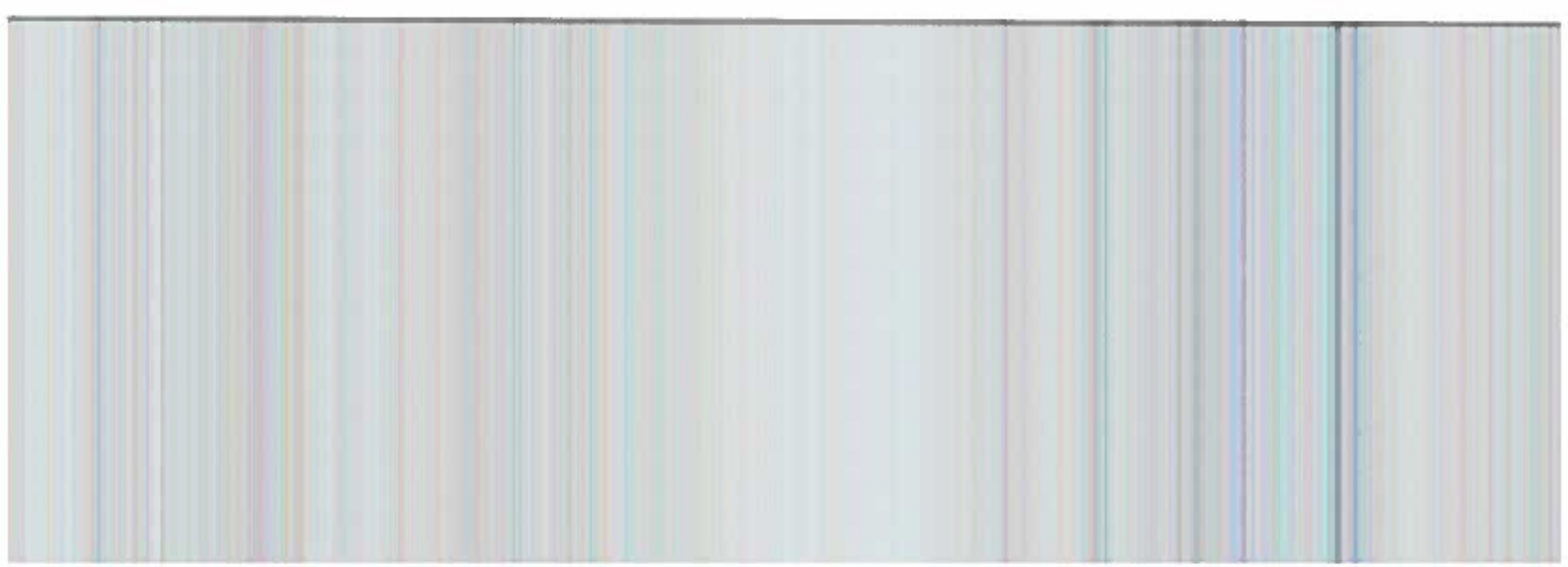
Building Block and Boundaries

When districting involves officials elected in the regular cycle of primary and general elections, the actual conduct of the election makes use of voting precincts as the basic electoral building blocks of New Mexico politics. This is so because the voting machine choices given to a voter are organized by precinct boundaries. This mandate, however, could cause a violation of some other requisite fundamental principles of districting. For example, a city **could** have too few voting precincts to organize city council districts with equal populations.

For elected officials who "run" in other election schedules, the precinct carries less significance. Voters may be reorganized for local elections whose district boundaries frequently do not coincide with precincts. This is the case, for example, with city limits, the boundaries of school districts, and other entities in New Mexico. While elections need not be organized by precincts, the county clerk must sort voters in "split" precincts used to district local elections and so additional

expense is incurred when precinct lines are ignored.

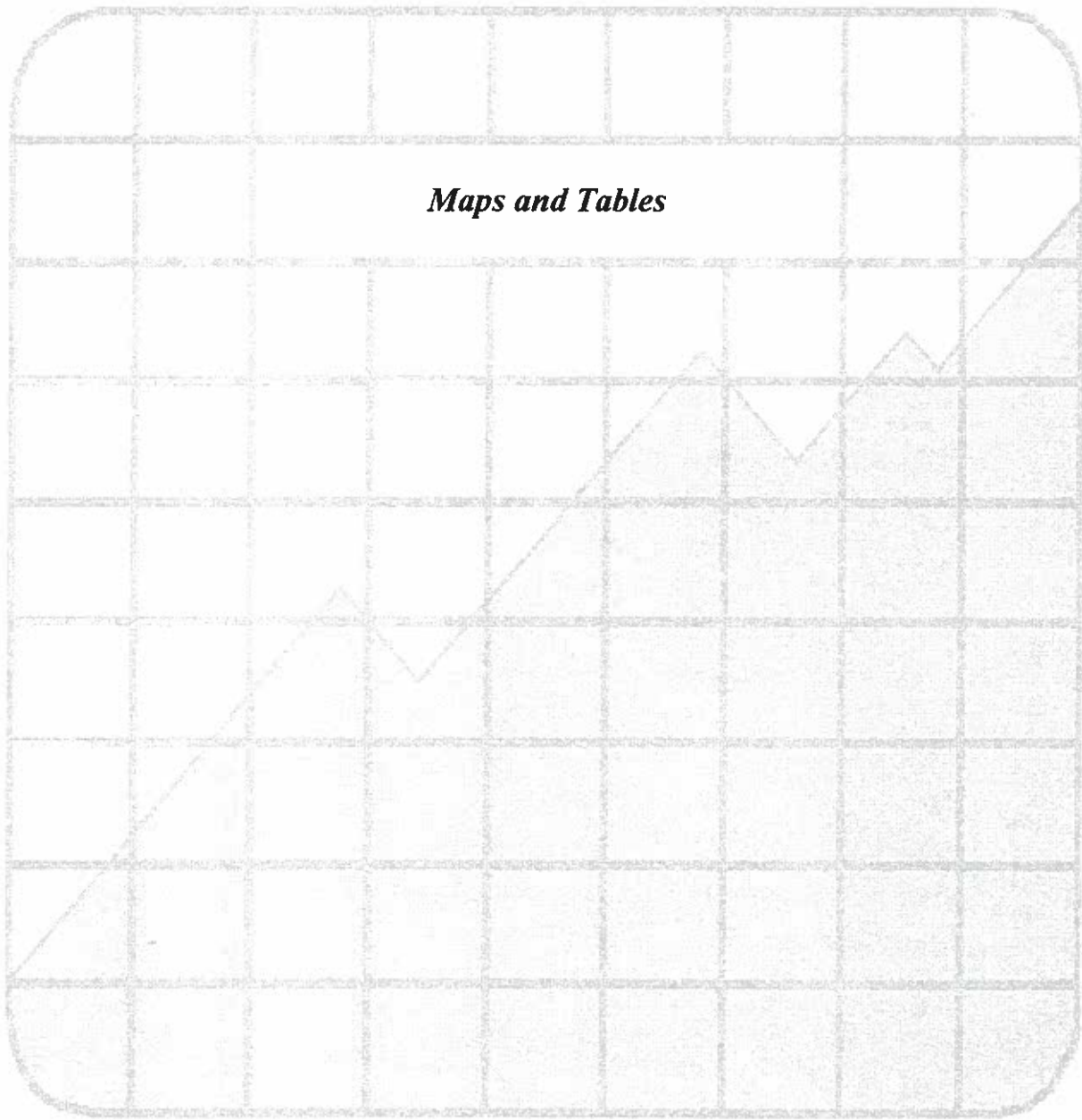
When precincts must be broken into smaller areas, the most common, and smallest unit used, is the U.S. census block. A block is literally a geographical block bounded by physical features such as various streets or political boundaries such as a city limits. We do not attempt to subdivide census blocks except as may be necessary at the outer boundaries of an area to be districted (such as the outer boundary of a school district).



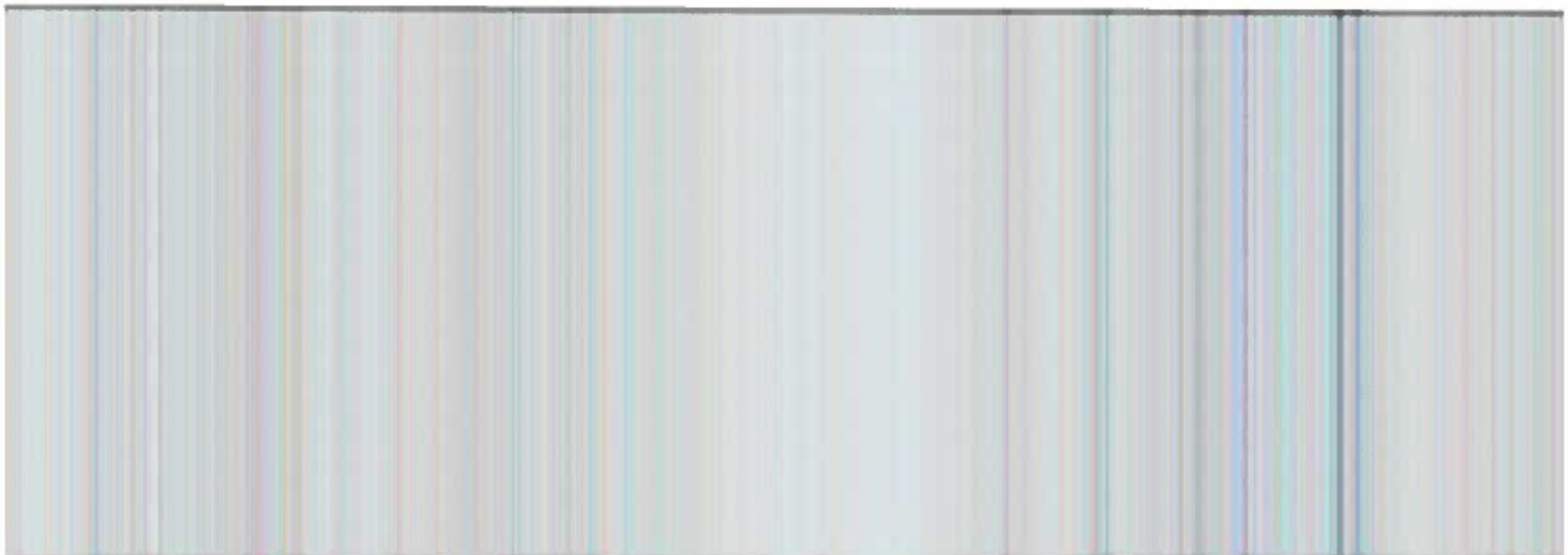
New Mexico Junior College District
 2000 Census of Population
 Age, Race and Ethnicity

	Persons of All Ages Number	Persons of All Ages Percent	Persons Ages 18 and Over Number	Persons Ages 18 and Over Percent
Total Population	53,340	100.00%	37,335	100.00%
Hispanic Origin	21,155	39.66%	12,705	34.03%
White, not of Hispanic Origin	28,796	53.99%	22,261	59.63%
Black, not of Hispanic Origin	2,332	4.37%	1,615	4.33%
Native American, not of Hispanic Origin	340	0.64%	281	0.75%
Other races, not of Hispanic Origin	717	1.34%	473	1.27%

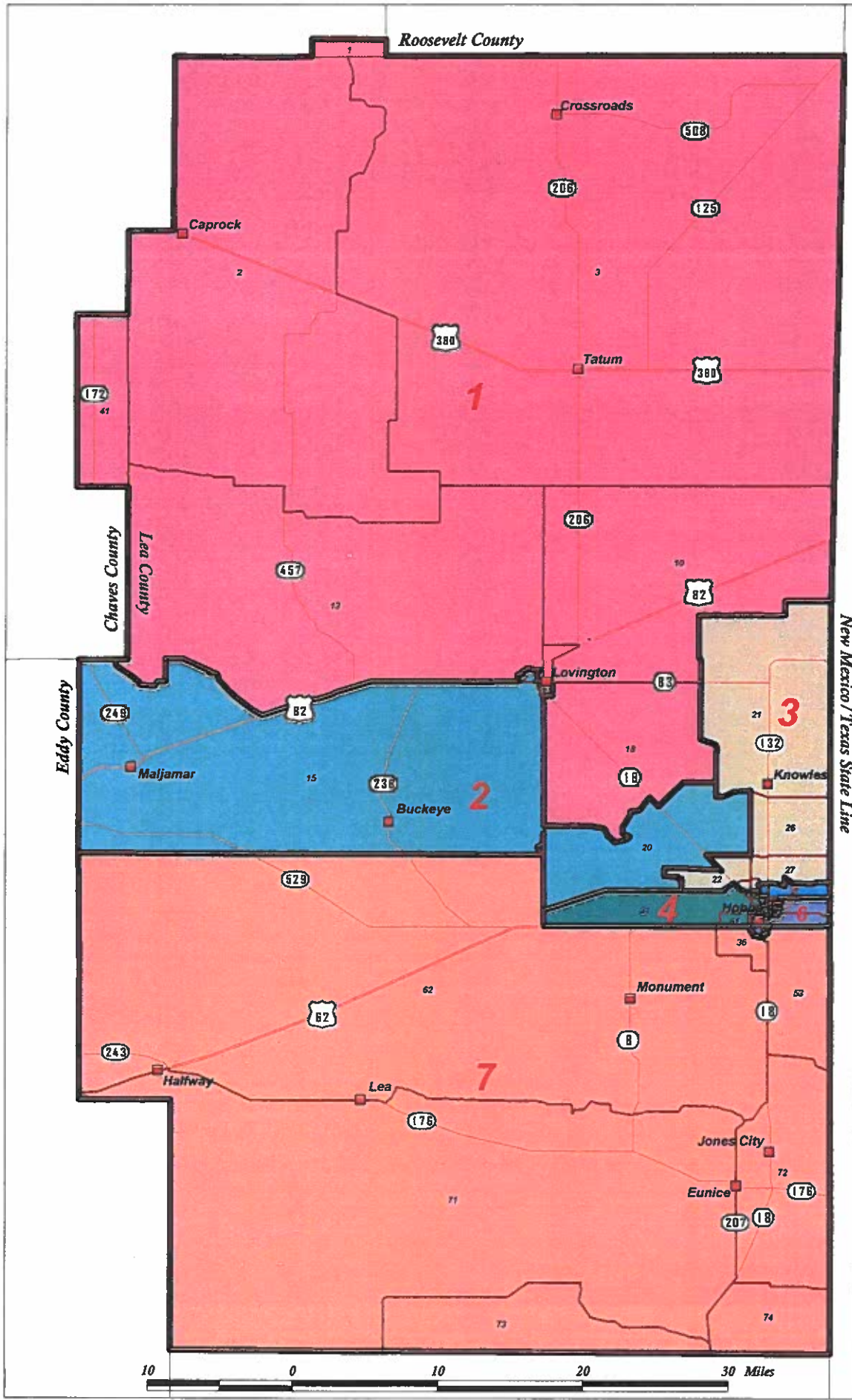
Research & Polling, Inc.



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New Mexico Junior College - Current Board Member Districts



Legend

- Cities/Towns
- ≡ Interstates
- ≡ U.S. Highways
- ≡ State Highways
- 7 Precincts
- Counties
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7

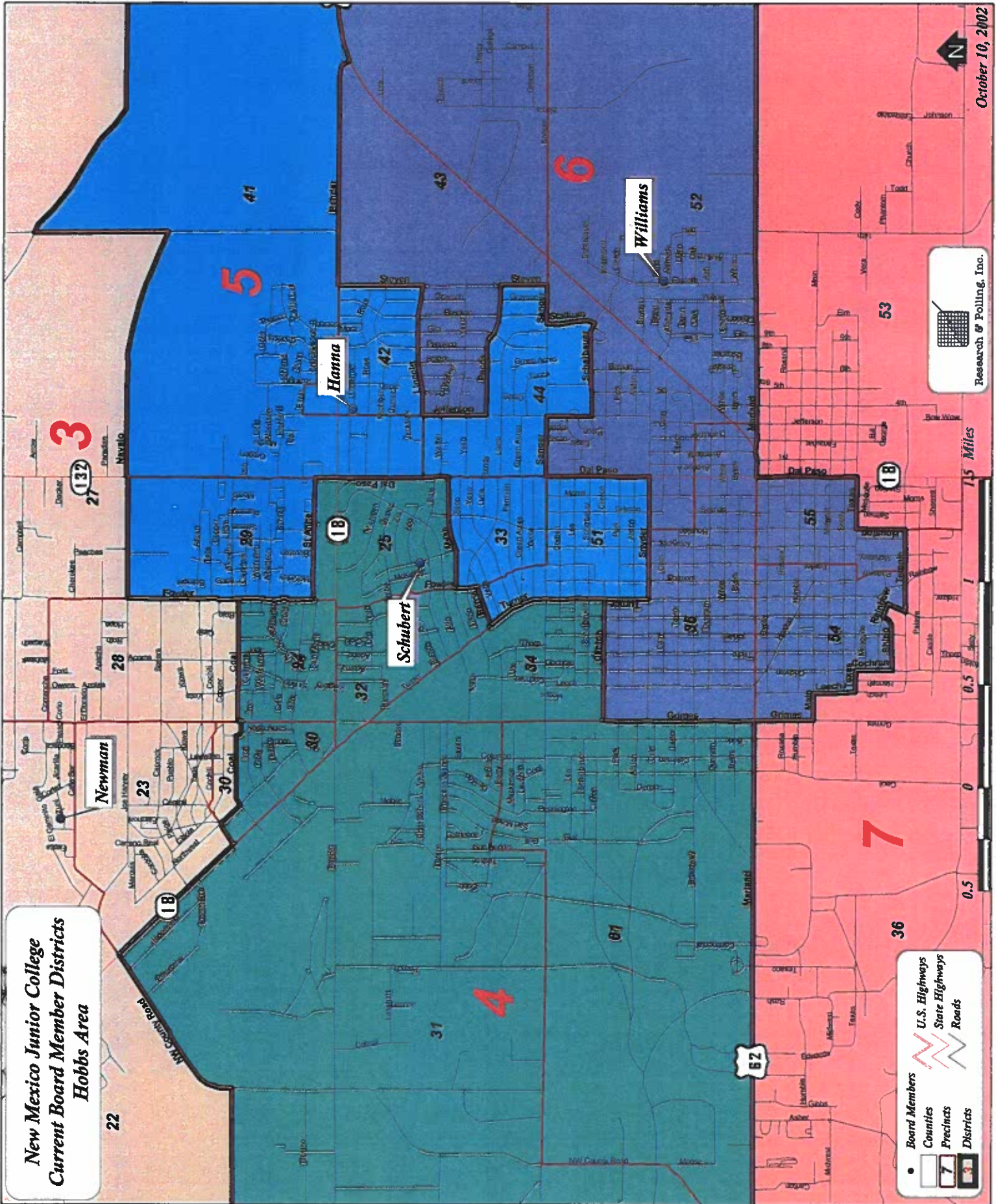
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Research & Polling, Inc.

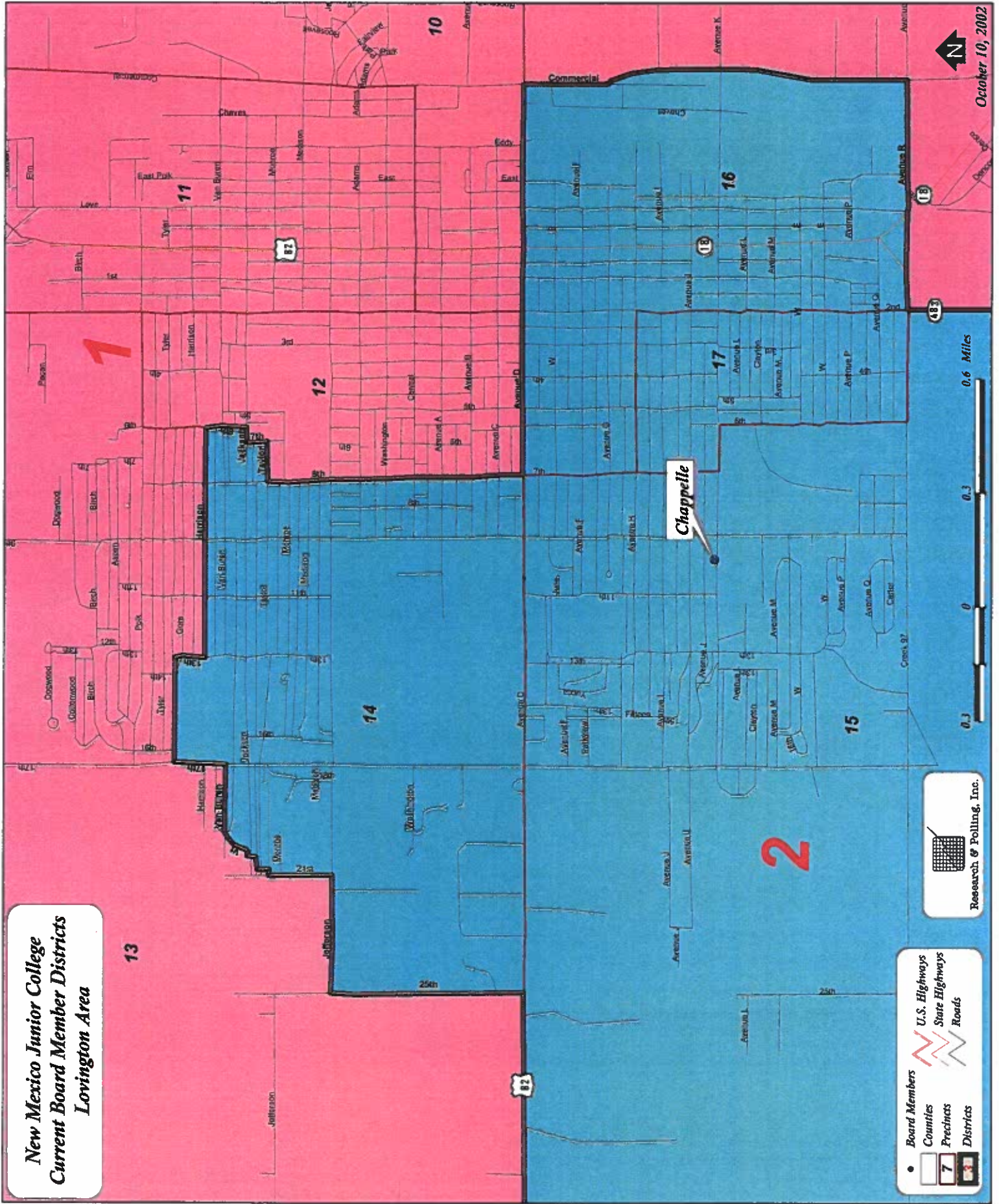
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October 10, 2002

**New Mexico Junior College
Current Board Member Districts
Hobbs Area**



**New Mexico Junior College
Current Board Member Districts
Lovington Area**



- Board Members
- Counties
- Precincts
- Districts
- U.S. Highways
- State Highways
- Roads

Research & Polling, Inc.

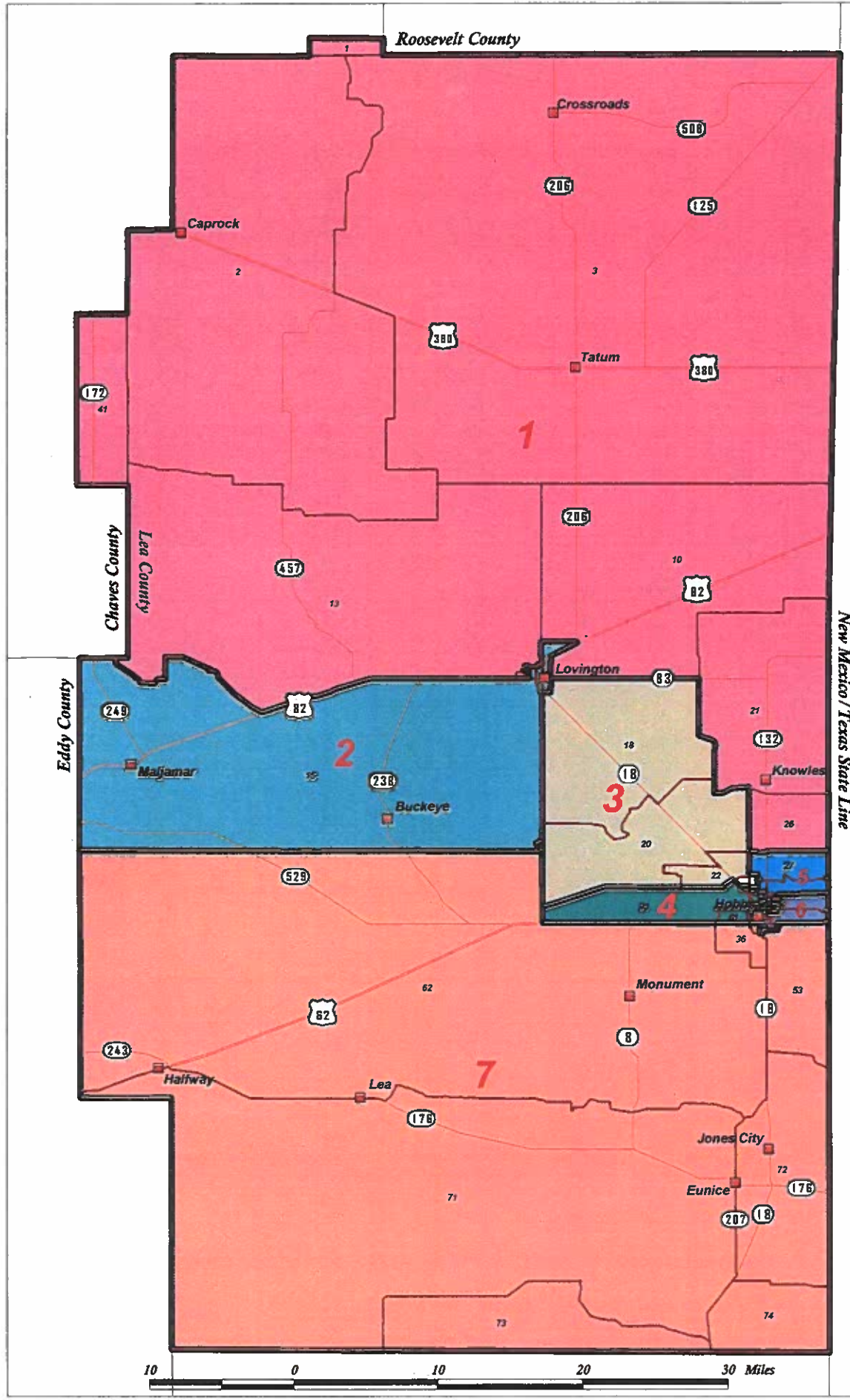
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October 10, 2002

**New Mexico Junior College
Current Districts**

District	Pop	Deviation	Hispanic	Non - Hispanic Origin					2 Or More Races
				White	Native American	Black	Asian		
1	7,820	187 2.4%	3,526 45.1%	3,972 50.8%	37 .5%	189 2.4%	14 .2%	74 .9%	
Adult:	5,441		2,141 39.3%	3,076 56.5%	30 .6%	132 2.4%	13 .2%	45 .8%	
2	9,064	1,431 18.7%	3,667 40.5%	4,910 54.2%	85 .9%	286 3.2%	35 .4%	78 .9%	
Adult:	6,639		2,422 36.5%	3,822 57.6%	81 1.2%	235 3.5%	30 .5%	46 .7%	
3	7,111	-522 -6.8%	1,253 17.6%	5,581 78.5%	36 .5%	108 1.5%	45 .6%	77 1.1%	
Adult:	5,087		749 14.7%	4,157 81.7%	30 .6%	73 1.4%	28 .6%	43 .8%	
4	7,577	-56 -.7%	2,898 38.2%	4,113 54.3%	55 .7%	373 4.9%	40 .5%	85 1.1%	
Adult:	5,313		1,681 31.6%	3,270 61.5%	39 .7%	237 4.5%	29 .5%	50 .9%	
5	7,803	170 2.2%	2,476 31.7%	4,794 61.4%	38 .5%	348 4.5%	34 .4%	109 1.4%	
Adult:	5,453		1,406 25.8%	3,704 67.9%	33 .6%	221 4.1%	30 .6%	55 1.0%	
6	7,094	-539 -7.1%	4,235 59.7%	2,154 30.4%	48 .7%	565 8.0%	17 .2%	72 1.0%	
Adult:	4,652		2,496 53.7%	1,705 36.7%	41 .9%	379 8.1%	10 .2%	21 .5%	
7	6,961	-672 -8.8%	3,100 44.5%	3,272 47.0%	41 .6%	463 6.7%	12 .2%	70 1.0%	
Adult:	4,750		1,810 38.1%	2,527 53.2%	27 .6%	338 7.1%	8 .2%	38 .8%	
Totals	53,430	Ideal: 7,633	21,155 39.6%	28,796 53.9%	340 .6%	2,332 4.4%	197 .4%	565 1.1%	
Adult:	37,335		12,705 34.0%	22,261 59.6%	281 .8%	1,615 4.3%	148 .4%	298 .8%	

New Mexico Junior College - Plan A



Legend

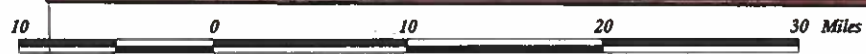
- Cities/Towns
- ≡ Interstates
- ≡ U.S. Highways
- ≡ State Highways
- 7 Precincts
- Counties
- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7

Prepared by:

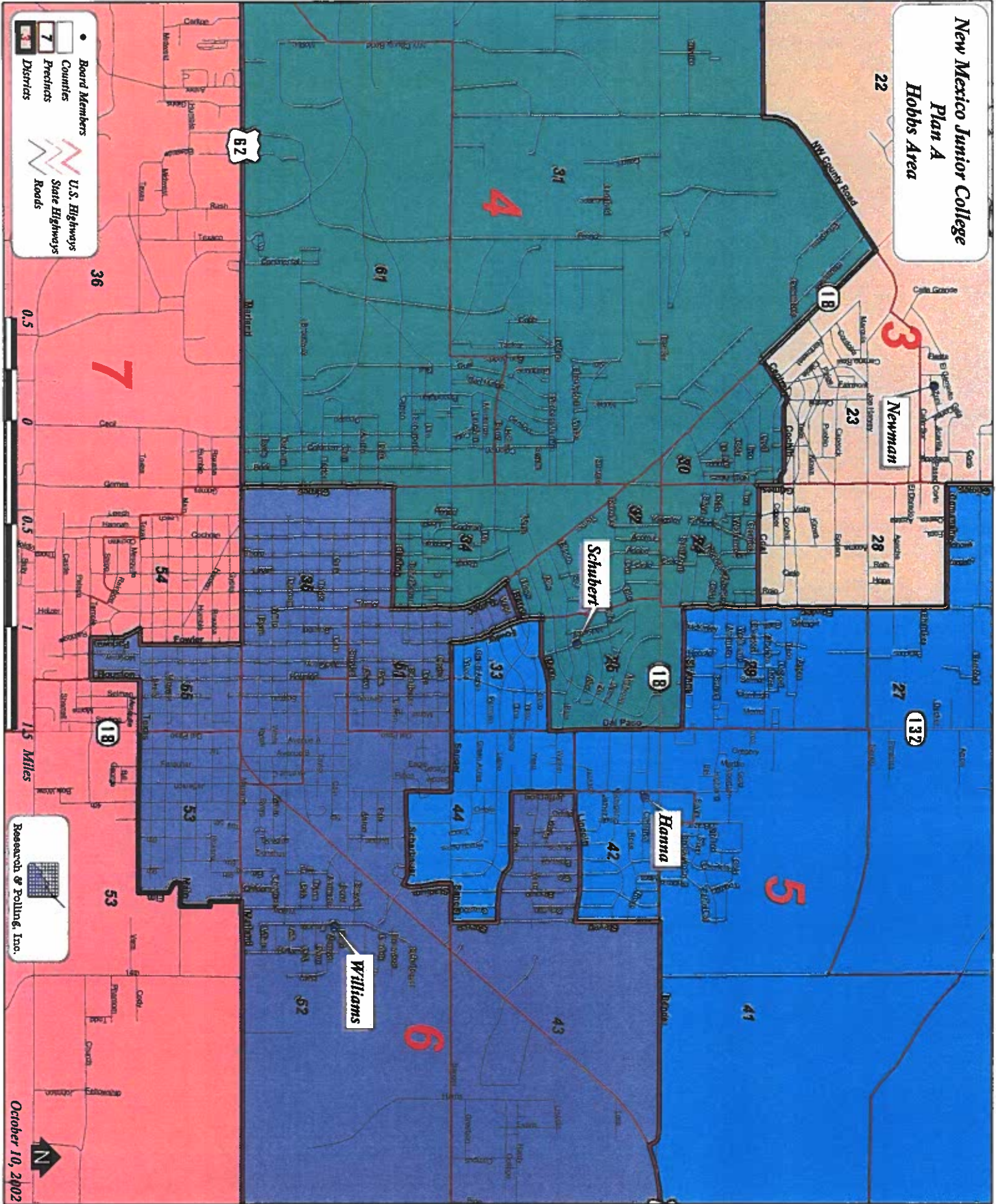
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October 10, 2002



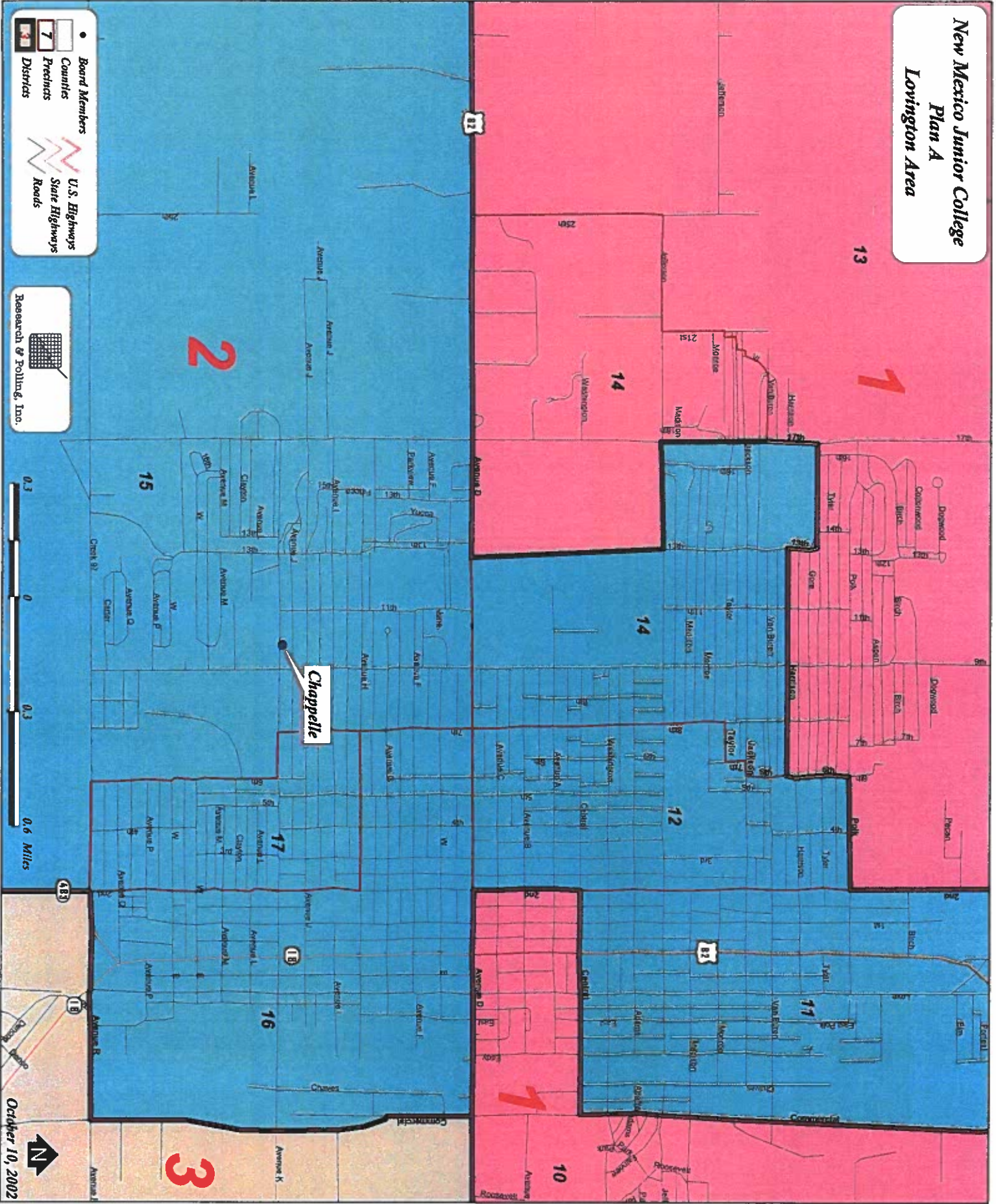
**New Mexico Junior College
Plan A
Hobbs Area**



Research & Polling, Inc.

October 10, 2002

New Mexico Junior College
Plan A
Lovington Area



**New Mexico Junior College
Plan A**

District	Pop	Deviation	Hispanic	Non - Hispanic Origin					2 Or More Races
				White	Native American	Black	Asian		
1	7,673	40 .5%	2,491 32.5%	4,903 63.9%	42 .5%	136 1.8%	11 .1%	77 1.0%	
Adult:	5,387		1,466 27.2%	3,727 69.2%	35 .6%	96 1.8%	9 .2%	47 .9%	
2	7,608	-25 -.3%	3,993 52.5%	3,341 43.9%	26 .3%	160 2.1%	14 .2%	73 1.0%	
Adult:	5,171		2,424 46.9%	2,578 49.9%	23 .4%	92 1.8%	13 .3%	40 .8%	
3	7,318	-315 -4.1%	1,697 23.2%	5,144 70.3%	82 1.1%	261 3.6%	65 .9%	65 .9%	
Adult:	5,588		1,267 22.7%	3,923 70.2%	76 1.4%	235 4.2%	45 .8%	38 .7%	
4	7,812	179 2.3%	2,925 37.4%	4,312 55.2%	55 .7%	382 4.9%	40 .5%	85 1.1%	
Adult:	5,497		1,699 30.9%	3,429 62.4%	39 .7%	244 4.4%	29 .5%	50 .9%	
5	7,650	17 .2%	1,934 25.3%	5,216 68.2%	39 .5%	311 4.1%	27 .4%	115 1.5%	
Adult:	5,400		1,079 20.0%	4,010 74.3%	35 .6%	187 3.5%	26 .5%	57 1.1%	
6	7,976	343 4.5%	4,610 57.8%	2,329 29.2%	56 .7%	876 11.0%	28 .4%	74 .9%	
Adult:	5,240		2,680 51.1%	1,848 35.3%	46 .9%	619 11.8%	18 .3%	29 .6%	
7	7,393	-240 -3.1%	3,505 47.4%	3,551 48.0%	40 .5%	206 2.8%	12 .2%	76 1.0%	
Adult:	5,052		2,090 41.4%	2,746 54.4%	27 .5%	142 2.8%	8 .2%	37 .7%	
Totals	53,430	Ideal: 7,633	21,155 39.6%	28,796 53.9%	340 .6%	2,332 4.4%	197 .4%	565 1.1%	
Adult:	37,335		12,705 34.0%	22,261 59.6%	281 .8%	1,615 4.3%	148 .4%	298 .8%	



NEW MEXICO JUNIOR COLLEGE

Office of the President

Date: November 11, 2002
To: New Mexico Junior College Board Members
From: Steve McCleery *Sm*
Subject: Staff Raise

During the Spring New Mexico Junior College Budget Work Session, the administration did not recommend a compensation increase for the faculty and staff. We did apprise the board we would make a recommendation in November and May for non-reoccurring compensation increases if the price of oil and gas exceeded our budgeted price. Our fall oil and gas revenue has surpassed the budgeted amount. The fall compensation recommendation is a non-reoccurring \$600.00 for each employee. We do not recommend that the compensation increase be eligible for the Supplemental Retirement Plan.

Attached you will find a spreadsheet of the total institutional cost for the compensation increase, a spreadsheet that indicates the approximate amounts the staff will take home, and a Staff Salary Addendum. The compensation increase will be paid out of reserves generated by oil and gas revenue. If you approve the compensation recommendation, the increase will be awarded to the staff in a separate check on Friday, December 13, 2002.

Thank you for your consideration!

ONE TIME COMPENSATION CALCULATIONS

400

	NUMBER	AMOUNT	ERA	RHCA	MEDICARE	TOTAL
FACULTY	72	28,800.00	2,491.20	374.40	417.60	32,083.20
PROFESSIONAL	72	28,800.00	2,491.20	374.40	417.60	32,083.20
SUPPORT STAFF	94	37,600.00	3,252.40	488.80	545.20	41,886.40
TOTAL	238	95,200.00	8,234.80	1,237.60	1,380.40	106,052.80

450

	NUMBER	AMOUNT	ERA	RHCA	MEDICARE	TOTAL
FACULTY	72	32,400.00	2,802.60	421.20	469.80	36,093.60
PROFESSIONAL	72	32,400.00	2,802.60	421.20	469.80	36,093.60
SUPPORT STAFF	94	42,300.00	3,658.95	549.90	613.35	47,122.20
TOTAL	238	107,100.00	9,264.15	1,392.30	1,552.95	119,309.40

500

	NUMBER	AMOUNT	ERA	RHCA	MEDICARE	TOTAL
FACULTY	72	36,000.00	3,114.00	468.00	522.00	40,104.00
PROFESSIONAL	72	36,000.00	3,114.00	468.00	522.00	40,104.00
SUPPORT STAFF	94	47,000.00	4,065.50	611.00	681.50	52,358.00
TOTAL	238	119,000.00	10,293.50	1,547.00	1,725.50	132,566.00

550

	NUMBER	AMOUNT	ERA	RHCA	MEDICARE	TOTAL
FACULTY	72	39,600.00	3,425.40	514.80	574.20	44,114.40
PROFESSIONAL	72	39,600.00	3,425.40	514.80	574.20	44,114.40
SUPPORT STAFF	94	51,700.00	4,472.05	672.10	749.65	57,593.80
TOTAL	238	130,900.00	11,322.85	1,701.70	1,898.05	145,822.60

600

	NUMBER	AMOUNT	ERA	RHCA	MEDICARE	TOTAL
FACULTY	72	43,200.00	3,736.80	561.60	626.40	48,124.80
PROFESSIONAL	72	43,200.00	3,736.80	561.60	626.40	48,124.80
SUPPORT STAFF	94	56,400.00	4,878.60	733.20	817.80	62,829.60
TOTAL	238	142,800.00	12,352.20	1,856.40	2,070.60	159,079.20

650

	NUMBER	AMOUNT	ERA	RHCA	MEDICARE	TOTAL
FACULTY	72	46,800.00	4,048.20	608.40	678.60	52,135.20
PROFESSIONAL	72	46,800.00	4,048.20	608.40	678.60	52,135.20
SUPPORT STAFF	94	61,100.00	5,285.15	794.30	885.95	68,065.40
TOTAL	238	154,700.00	13,381.55	2,011.10	2,243.15	172,335.80

SEMI-MONTHLY

FEDERAL W/H EXEMPTIONS	0	1	2	3	4	5
SINGLE	60.00	41.00	23.00	10.00	-	-
MARRIED	32.00	20.00	7.00	-	-	-

STATE W/H EXEMPTIONS	0	1	2	3	4	5
SINGLE	39.43	33.95	28.46	22.98	17.50	12.01
MARRIED	24.87	21.14	17.40	13.67	9.94	6.20

ERA	45.60
RHCA	3.90
MEDICARE	8.70

NET PAY EXEMPTIONS	0	1	2	3	4	5
SINGLE	442.37	466.85	490.34	508.82	524.30	529.79
MARRIED	484.93	500.66	517.40	528.13	531.86	535.60

MONTHLY

FEDERAL W/H EXEMPTIONS	0	1	2	3	4	5
SINGLE	37.00	10.00	-	-	-	-
MARRIED	8.00	-	-	-	-	-

STATE W/H EXEMPTIONS	0	1	2	3	4	5
SINGLE	26.99	19.52	12.06	-	-	-
MARRIED	10.20	6.23	2.27	-	-	-

ERA	45.60
RHCA	3.90
MEDICARE	8.70

NET PAY EXEMPTIONS	0	1	2	3	4	5
SINGLE	477.81	512.28	529.74	541.80	541.80	541.80
MARRIED	523.60	535.57	539.53	541.80	541.80	541.80

SALARY ADDENDUM

The New Mexico Junior College Board met November 21, 2002, and approved a one time compensation of xxx hundred dollars (\$000.00) per full time employee. The employee must be a full time employee of New Mexico Junior College as of November 21, 2002.

This Salary Addendum Agreement between New Mexico Junior College, (Employer) and _____, (Employee) amends the normal Letter of Employment as follows:

1. The term of this agreement shall be for the New Mexico Junior College 2002-2003 fiscal year.
2. As compensation for services rendered under this salary addendum, New Mexico Junior College shall pay each fulltime employee a one time compensation of \$000.00, less the required deduction for taxes, in one payment on December 13th, 2002. Per Board approval, deduction for Supplement Retirement Plan and matching funds by the college will not be made.
3. New Mexico Junior College will not make this one time compensation a part of any future salary calculations.
4. The salary schedules remain unchanged for all employee groups for the 2002-2003 fiscal year.
5. Each employee's current placement on the salary schedule and current salary will remain unchanged.

Employee

Date

NEW MEXICO JUNIOR COLLEGE
Personnel Recommendation for Board Consideration



The following candidate is being recommended for employment as follows: Date 10-30-02

Candidate's name Kiril Y. Farkov

Position title Webmaster

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 12-9-02 Standard contract length 12 mos. 9 mos. other

Funding source NMJC Operating Budget - Computer Services

Paid advertising beyond *standard None

(* Standard: The Hobbs News-Sun, Direct Mail to approximately 51 colleges in a 5-state region, NM Dept. of Labor, NMJC Website, KLMA Radio & Lubbock TX Workforce Development Website)

Posted salary range 30,693 - 38,367 Recommended annual salary \$32,000.00 Prorated salary yes no
(Employment date through June 30)

Account number(s) with respective % allocation(s) 2-2042- 52-710 100%

Recommended and approved by:

Bill Kunko
Supervisor

Bill Kunko
Dean/Director

Vice President

Steve McCreery
President

Selection Committee Members: Davis, Steve Vigil, Oscar
Flores, Jose
Kunko, Bill
Ortiz, Pilar
Perry, Tim

Comments: Mr. Farkov meets the minimum requirements for this position.

ABBREVIATED RESUME

Position

Webmaster

Personal Data

Name: Kiril Y. Farkov

Education

B.B.A., College of the Southwest, Hobbs, NM, 2001

Professional Experience

Domino's Pizza, Hobbs, NM 11/01 to Present
Part-time Pizza Delivery Expert

Lea County State Bank, Hobbs, NM 3/01 to Present
Credit Analyst

College of the Southwest, Hobbs, NM
Part-time Webmaster 1/00 to Present
Part-time Computer Lab Technician, Tutor 8/97 to 12/99

Westinghouse TRU Solutions, Carlsbad, NM
Temporary Computer Technician I 8/00 to 3/01
Temporary Summer Intern 5/00 to 8/00
Temporary Computer Technician I 12/99 to 5/00
Temporary Summer Intern 5/99 to 8/99

Organizations/Awards

ALPHA CHI, Member

Certificate of Excellence in Computer Science, 1999-2000, 2000-2001

Certificate of Excellence in Finance, 2000-2001

Dean's List, 1997-2001

English Proficiency Certificate, 1997

Graduated Summa Cum Laude, College of the Southwest, 2001

President's List

Students in Free Enterprise, Vice President

Students in Free Enterprise, 2nd Runner-up in International Competition

Who's Who among America's Students, 2000-2001



New Mexico Junior College

Career Opportunities

Position Announcement • August 2002

Position Title: Webmaster

Position Description: The Webmaster reports to the Director of Computer Information Systems. The duties and responsibilities shall be, but are not limited to, the following: (1) primarily responsible for the development, creation, management and maintenance of the New Mexico Junior College's home pages on the world wide web site; (2) provide proactive leadership, direction and supervision to college staff for creating quality departmental pages; (3) coordinate with instructional faculty in the development and maintenance of on-line courses; (4) publish official college publications on the web site; (5) work with members of the local and state community in developing web site links; (6) install, implement and maintain user-friendly applications on the network; (7) troubleshoot and assist in resolving hardware and software problems; (8) maintain and enhance technical skills through professional training and development activities, travel as necessary; (9) develop and maintain File Maker Pro and other databases used in offices and on the network; (10) serve on the NMJC Technology Planning Committee; and (11) assist the Director of Computer Information Systems in the planning, preparation and submission of information technology funding request to the New Mexico Commission on Higher Education.

Qualifications: Bachelor's Degree in Computer Information Systems from a regionally accredited institution is preferred. However, a strong background in web page design, web applications or web site administration will be considered in lieu of the Bachelor's degree. Training and experience in HTML, Windows NT, DreamWeaver and Front Page 2000 software is desirable. Experience in networking, database maintenance and working with on-line course development preferred.

Salary/Benefits: This is a full-time, exempt, professional position with a salary range of \$30,693 to \$38,367 depending on experience and education. Standard NMJC benefits apply. Note: NMJC does not participate in social security deductions.

Application Deadline: September 20, 2002, at 5:00 p.m. MDT. To ensure consideration, all application materials must be received by the deadline. Please do not send any application materials via e-mail.

To Apply: Submit NMJC application form, letter of application, resume, unofficial transcripts (official transcripts required prior to employment), and three or more letters of reference to:

Lisa Brown
Director of Human Resources
New Mexico Junior College
5317 Lovington Highway
Hobbs, NM 88240

New Mexico Junior College is an Equal Opportunity, Affirmative Action Employer and does not discriminate against any applicant for employment because of race, color, national origin, sex, age, disability, or veteran status. Qualified applicants are encouraged to apply.
"Equal Opportunity Education and Employment"

5317 Lovington Highway, Hobbs, NM, 88240 • Phone: (505) 392-5229 • Fax: (505) 392-3589 • Toll Free: 1-800-657-6260 • E-mail: lbrown@nmjc.cc.nm.us

APPLICANT LIST

Position: Webmaster

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remarks</u>
Feng, Ting	No	No	Incomplete application materials.
Farkov, Kiril	Yes	Yes	Start date: pending Board approval.
Wun, Wu-Sing	No	No	Incomplete application materials.
Avila, Francisco	Yes	No	
Grogan, Ronda	Yes	No	
Vallamkondu, Sudhir	No	No	Incomplete application materials.
Li, Jerry	No	No	Incomplete application materials.
Reddy, Peddy	No	No	Incomplete application materials.
Muthuselvan, Bhargavan	No	No	Incomplete application materials.



NEW MEXICO JUNIOR COLLEGE

Office of the President

To: New Mexico Junior College Board
From: Steve McCleery *SM*
Date: November 15, 2002
Subject: Administrative Software Purchase/Agreement

The attached SCT information includes an institutional order form and Software License and Services Agreement. Currently, we have \$700,000 from the 2000 General Obligation Bond, which was appropriated for the purchase. Because of the joint purchase among Santa Fe Community College, Northern New Mexico Community College, and New Mexico Junior College, the state requires a Joint Purchasing Agreement, as well as the signing of a joint purchasing contract.

The attached contract was reviewed and approved by the state and Sutin, Thayer and Browne attorneys. This firm is employed by Santa Fe Community College and the JASI consortium. It is my recommendation that you approve the SCT Institutional Order Form and Software License and Services Agreement.

COOPERATIVE PROCUREMENT AGREEMENT

This cooperative procurement agreement ("Agreement") is made and entered into this ___ day of November, 2002, by and among New Mexico Junior College, Santa Fe Community College, Clovis Community College and Northern New Mexico Community College (collectively the "Parties").

RECITALS

WHEREAS, the purpose of this Agreement is to permit the Parties to cooperatively procure an integrated administrative software system and associated services, including support and training services ("Products/Services") for their individual campuses.

WHEREAS, the Parties desire to obtain a pricing agreement from a contractor experienced in assisting higher education institutions in the implementation, transition and maintenance of new software application environment.

WHEREAS, the Parties desire to conserve resources and reduce procurement cost.

WHEREAS, the Parties desire to assist in improving the efficiency and economy of the procurement of necessary Products/Services.

WHEREAS, this Agreement shall set forth the cooperative procurement process and the responsibilities of the Parties in that process.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result therefrom, the Parties agree as follows:

1. Procurement Code Compliance. This Agreement is entered into pursuant to Section 13-1-135 of the Procurement Code (Sections 13-1-1 to 13-1-199, NMSA 1978). Each Party is a state agency or local public body for purposes of Section 13-1-135 NMSA 1978. In accordance with Section 13-1-135 NMSA 1978, the governing body of each Party will approve this Agreement.
2. Cooperative Procurement. The Parties agree to cooperatively procure the Product/Services pursuant to the Procurement Code. All Products/Services procured by the Parties pursuant to this Agreement will be procured at the prices and pursuant to the terms and conditions contained in a price agreement between the Parties and the contractor selected through request for proposal No. 69 issued by the Parties on May 24, 2002 (the "RFP") or other requests for proposals let by the Parties for related products/services as identified from time to time in an addendum to this Agreement. At its sole discretion, each Party may enter into a contract with the selected contractor to which the terms of the price agreement will apply ("Individual Contract").

3. Organization. In order to render decisions relating to cooperative procurement activities, the Parties shall meet, either in person or by teleconferencing, as necessary and as requested by any one of the Presidents. Each Party shall be represented by its President or the President's designee. Three of the four Parties will constitute a quorum. The President of New Mexico Junior College or the designee of the President of New Mexico Junior College shall preside over the meeting. On matters brought to a vote, each Party shall have equal voting rights. Decisions shall be made by majority of the Parties present. In the event of a tie, the Executive Director of the Commission on Higher Education shall cast the deciding vote.

4. Responsibilities of Central Purchasing Officer. The Central Purchasing Officer for the Parties shall be Bill Kunko, Director of Computer Information Systems of New Mexico Junior College ("Procurement Officer"), who is hereby appointed by the Parties to act on behalf of the Parties in connection with the procurement of the Product/Services. The Purchasing Officer shall, upon direction from a majority of the Parties, coordinate the procurement of the Product/Services. The Procurement Officer's duties shall include but not be limited to the following:
 - A. conducting the procurement of the Product/Services in accordance with the Procurement Code;
 - B. negotiating the price agreement;
 - C. providing Parties with a list of options available;
 - D. filing this Agreement with the state purchasing agent; and
 - E. performing other duties necessary in connection with the procurement of the Products/Services.

5. Responsibilities of Parties. The Parties' duties shall include but not be limited to the following:
 - A. facilitating the procurement process;
 - B. entering into an Individual Contract with the successful contractor, as appropriate;
 - C. making timely payments in accordance with the terms of Individual Contracts; and
 - D. ordering Product/Services through the use of purchase orders, as appropriate.

6. Conduct of Business.
 - A. Due to the nature of this Agreement, it is not anticipated there will be any mutually held funds.
 - B. Each party shall be strictly accountable for receipts and disbursements relating to purchases made pursuant to the price agreement and Individual Contracts.

The Parties shall make all relevant financial records available and shall maintain all such records in accordance with the Procurement Code and regulations.

- C. If upon expiration or termination of this Agreement, a party has property or funds in its possession belonging to the other, the same shall be returned in proportion to the Party's original contribution.
7. Payments. Payment for Products/Services and inspections and acceptance of materials and services ordered by each Party shall be the exclusive obligation of such Party.
 8. Legal Services. The Parties agree to retain Sutin, Thayer, & Browne APC to provide legal services to the Parties in connection with the procurement of the Products/Services pursuant to this Agreement and as requested by the Procurement Officer. For a description of the terms of engagement of Sutin, Thayer & Browne APC, see Exhibit A.
 9. Expenses. Each Party shall be liable for one-quarter of the administrative expenses associated with the cooperative procurement, including but not limited to fees for legal services and any fees imposed by the Central Purchasing Officer. Each Party shall be billed for its portion of the administrative expenses.
 10. Nonperformance. No Party shall be liable for any other Party's nonperformance under an Individual Contract.
 11. Effective. This Agreement shall take effect upon execution by all of the Parties and approval of the governing body of each Party as required by Section 13-1-135 NMSA 1978.
 12. Merger. This Agreement supersedes any and all previous agreements entered into by the Parties with respect to this subject matter.
 13. Authority. By executing this Agreement, each Party affirms that it is authorized to enter into this Agreement pursuant to applicable laws, rules and regulations. Each Party affirms that the individual executing this Agreement has the authority to represent the Party in connection with this Agreement.
 14. Amendment. This Agreement shall only be amended by written instrument executed by duly authorized representatives of the Parties and affirmed by each Party.
 15. Assignment. No Party shall assign, delegate or transfer any rights or obligations under this Agreement without the prior consent of all the Parties.

16. Governing Law. This Agreement shall be governed by the laws of the State of New Mexico.
17. Non-Exclusive Agreement. The Parties may independently procure Products/Services from other sources.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be in effect as of November ____, 2002.

NEW MEXICO JUNIOR COLLEGE

**NORTHERN NEW MEXICO
COMMUNITY COLLEGE**

By Steve McCreary
Its President

By Gregorio Meestas
Its PRESIDENT

SANTA FE COMMUNITY COLLEGE

CLOVIS COMMUNITY COLLEGE

By David McLeod
Its Active President

By Barbara J. W. Chene
Its PRESIDENT

Filed with State Purchasing Agent on ____, 2002.



EXHIBIT 2

**INSTITUTION ORDER FORM
SOFTWARE LICENSE &
SERVICES AGREEMENT**

**SCT SOFTWARE & RESOURCE
MANAGEMENT CORPORATION**
4 Country View Road
Malvern, Pennsylvania 19355
FAX Number (610) 578-7900
("SCT")

and

NEW MEXICO JUNIOR COLLEGE
5317 Lovington Highway
Española, New Mexico 87532
FAX Number (505)747-2170
"Institution"

THIS AGREEMENT is made between SCT and Licensee as of the Effective Date. The parties agree as follows:

By executing and delivering this Institution Order Form to SCT, the Institution identified above as Licensee is entering into a Software License and Services Agreement to license the Component Systems named in this Order Form, on the terms and conditions set forth herein. All terms and conditions of the Software License and Services Agreement by and between Eastern New Mexico University and SCT, dated as of July 30,1998 (the "Agreement"), including all terms defined therein, are affirmed and incorporated herein by reference as if fully set forth below, except where such terms and conditions would conflict with the provisions of this Institution Order Form. In such instances, the provisions of this Institution Order Form shall supersede and replace the conflicting terms and conditions of the Agreement. The Institution hereby agrees to be bound by all of the terms and conditions of the Agreement and the term "Licensee" shall be deemed to refer to the Institution named above with respect the to Licensed Software and/or other services to be provided as set forth in Exhibit 1 to this Institution Order Form.

SCT

INSTITUTION

By: _____
Donald L. Eisele, Vice President

By: _____

(Printed Name and Title of Signatory)



**EXHIBIT 1
To Institution Order Form**

Licensee: New Mexico Junior College
 Delivery Address: 5317 Lovington Highway, Espanola, New Mexico 87532

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which SCT supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, shall provide a detailed, written description of the equipment so that SCT can confirm that it is a configuration on which SCT supports use of the Licensed Software. SCT will then advise licensee whether SCT supports or does not support use of the Licensed Software on the proposed configuration. If SCT does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until SCT does confirm that it supports use of the Licensed Software on the proposed configuration

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain SCT-supported versions of certain software products and software/hardware peripherals. By this notice, SCT is advising Licensee that Licensee should consult with its SCT Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

LICENSED SOFTWARE:

Component System	Source Code Licensed?	Software Suppl't	Fee
SCT Banner CSS Profile Interface	N/A	None	Included
SCT Banner Alumni/Development	Yes	None	Included
SCT Banner Financial Aid	Yes	None	Included
INAS Software	No	INAS Software Supplement	Included
SCT Banner Finance	Yes	None	Included
SCT Banner Human Resources	Yes	None	Included
SCT Banner Student	Yes	None	Included
EDI.Smart (two (2) licensed copies)	No	EDI.Smart Software Supplement	Included
TOTAL LICENSE FEE:			\$260,000



**EXHIBIT 1
To Institution Order Form**

Licensee: New Mexico Junior College

SERVICES^^:

Services Description for Northern New Mexico Community College, New Mexico Junior College and Santa Fe Community College	Service Period	Santa Fe Community College & New Mexico Junior College	Northern New Mexico Community College	Fee ^{5,*}
Project Management				
Level 4 ¹	3 Years (Fixed Price; see Scope of Services)	\$ 587,734	\$ 293,866	\$ 881,600
Technical Services				
Installation Services	480 person-hours	\$ 51,200	\$ 25,600	\$ 76,800
Technical Training ^{1,3,4}	156 person-hours	\$ 16,640	\$ 8,320	\$ 24,960
Cross Product Training & Services ^{1,4}	80 person-hours	\$ 8,533	\$ 4,267	\$ 12,800
Oracle Training ^{1,4}	276 person-hours	\$ 29,440	\$ 14,720	\$ 44,160
Network Assessment Services ²	Fixed Price; see Scope of Services	\$ 36,000	\$ 18,000	\$ 54,000
Product Implementation				
Functional Training for SCT Banner Software ^{1,4}	1700 person-hours	\$ 181,333	\$ 90,667	\$ 272,000
Consulting ²	2184 person-hours	\$ 232,960	\$ 116,480	\$ 349,440
Conversion Services ²	456 person-hours	\$ 48,640	\$ 24,320	\$ 72,960
Solution Deployment Support ²	696 person-hours	\$ 74,240	\$ 37,120	\$ 111,360
TOTAL SERVICES FEE FOR ALL JASI INSTITUTIONS⁵		\$1,266,720	\$ 633,360	\$1,900,080
TOTAL SERVICES FEE FOR EACH JASI INSTITUTION⁵		\$ 633,360	\$ 633,360	

[Footnotes continued on next page]



**EXHIBIT 1
To Institution Order Form**

Licensee: New Mexico Junior College

Footnotes applicable to Services Table:

- 1 Services are to be evenly and proportionately shared by Northern New Mexico Community College, New Mexico Junior College and Santa Fe Community College (the "JASI Institutions"), except for the components of services that are fixed price. For fixed price services (Project Management and Network Assessment Services), the precise allocation of services among the JASI Institutions will be determined upon formulation of the project plan. See attached Scope of Services for description of fixed price services.
 - 2 The person-hours and fees above represent the estimated total amount of service to be provided for all of the JASI Institutions; except with respect to Project Management and Network Assessment Services (which are fixed price), 1/3 of the estimated person-hours of services are to be performed at each JASI Institution. The precise allocation of Project Management and Network Assessment Services among the JASI Institutions will be determined upon formulation of the project plan.
 - 3 Technical training includes SCT Banner installation, General Technical and Security training.
 - 4 These training services are to be provided at only one of the JASI Institution sites, the location for which will be determined by SCT and the JASI Institutions.
 - 5 Fees reflect the implementation support and training to be provided for New Mexico Junior College and Santa Fe Community College at a single location and implementation fees for Northern New Mexico Community College at a separate location. Implementation support includes engagement management, preparation, follow-up, training and consulting on-campus and/or from SCT offices. Travel and living expenses are additional and are billed as incurred. Each JASI Institution acknowledges and agrees that the Total Services Fee for Each JASI Institution and the Total Services Fee for All JASI Institutions as set forth above represent a discount in SCT's standard pricing due to the sharing of services and payment for such services among the JASI Institutions. As such, the Total Services Fee for Each JASI Institution as indicated above and SCT's obligations to provide the above services to each JASI Institution are contingent upon full and timely payment by the JASI Institutions of the Total Services Fee for All JASI Institutions (\$1,900,080). Without limiting the terms and conditions of this Agreement, in the event that any of the JASI Institutions fails to proportionately share in and pay for the applicable services and/or fails to pay SCT the Total Services Fee for All JASI Institutions in accordance with the terms of this Agreement, the Total Services Fee for Each JASI Institution will be increased to account for the difference between the discounted fees set forth herein and the then-current applicable services fee, and the applicable JASI Institution will pay SCT at the then-current applicable services rates.
- ^^ Services must be used by not later than 36 months after the Effective Date.
- * Fees specified in this table remain in force for a period of one (1) year after the Effective Date. Beginning on the first anniversary of the Effective Date, SCT reserves the right to increase such rates to SCT's then-current rates for such services. Licensee is advised that, without limitation, SCT personnel rendering services bill for travel time, preparation time, and follow-up time.



**EXHIBIT 1
To Institution Order Form**

Licensee: New Mexico Junior College

PAYMENT: For the Component Systems set forth in this Exhibit 1, Licensee will pay SCT the "TOTAL LICENSE FEE" set forth in this Exhibit 1 by not later than thirty (30) days after the Effective Date of the Agreement. Licensee will remit payment for the Project Management Services in twelve (12) equal and consecutive quarterly installments with the first such installment to be paid to SCT by not later than thirty (30) days after the Effective Date. Licensee will remit payment for the Network Assessment Services upon delivery of such services by SCT. SCT will invoice Licensee for all other services and applicable charges on a monthly basis, as SCT renders the services or Licensee incurs the charges, as applicable.

DELIVERY: SCT will deliver each of the above-listed Component Systems within thirty (30) days after Effective Date.

Number of Software Supplements Attached: 2

SCT

INSTITUTION

By: _____
Donald L. Eisele, Vice President

By: _____

(Printed Name and Title of Signatory)





INAS SOFTWARE SUPPLEMENT

1. Additional Definitions. The term "INAS Component System" means the Component System of the College Entrance Examination Board (the "INAS Licensor"), referred to as the Institutional Need Analysis System.

2. Ownership. The INAS Licensor owns the INAS Component System.

3. Restrictions on Use of INAS Component System. Licensee's use of the INAS Component System is subject to the following additional terms and conditions:

(a) Licensee is strictly and expressly prohibited from using the INAS Component System (or any trade secrets or know-how embodied therein and communicated to Licensee thereby or any technical data or information contained therein) in any manner or by any means whatsoever except for use in the administration of student financial aid services at Licensee's institution.

(b) The INAS Component System is, and will at all times remain, the sole and exclusive property of the INAS Licensor, and that, without limiting the generality of the foregoing, the INAS Licensor is the sole and exclusive owner of all rights therein, including (i) any copyrights and all renewals and extensions thereof, (ii) trade secrets or know-how embodied therein and communicated to Licensee thereby, and (iii) any technical data or information contained therein. The INAS Component System is confidential and Licensee will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor will the INAS Component System itself be physically duplicated or reproduced (except for the purposes of archiving and system back-up), or used by any third party, in whole or in part, without prior written approval of the INAS Licensor. The foregoing will survive the termination of the Agreement.

(c) Licensee acknowledges that if Licensee violates any of the provisions of this INAS Component System Supplement, SCT and/or the INAS Licensor will have the right to terminate Licensee's license of the INAS Component System and to repossess the materials furnished in connection with the license of the INAS Component System, without waiver of any other remedy, whether legal or equitable.

(d) Upon the termination of the license of the INAS Component System for any reason or upon Licensee's discontinuance of the use of the INAS Component System for any reason, whichever will first occur, Licensee will immediately return the INAS Component System to SCT and/or the INAS Licensor at Licensee's own expense.

(e) Licensee agrees that the INAS Licensor will not be liable for any damages, whether direct, indirect, incidental, special, or consequential, arising from the Licensee's use of the INAS Component System;

(f) Except as provided in paragraph 3(e) above, the INAS Licensor has made and is making **NO WARRANTIES OR REPRESENTATIONS WHATEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE INAS COMPONENT SYSTEM, AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.** The INAS Licensor will have no liability whatever to Licensee or to any third party arising out of Licensee's use of the INAS Component System. The INAS Licensor will have no obligation under or as a result of the license agreement between Licensee and SCT to install, service, maintain, update or revise the INAS Component System.



EDI.SMART SOFTWARE SUPPLEMENT

1. Additional Definitions.

(a) "EDI.Smart Software" means the Component System consisting of the software identified below:

- Document Management Software (includes trading partner management and recipient database);
- Transaction Set Modules;
- Transaction Sets for Transcript Management, consisting of TS 130 - Transcript, TS 131 - Transcript Acknowledgment, TS 997 - Functional

Acknowledgment and TS 190 - Enrollment Verification;

together with certain other tangible and intangible components.

2. Ownership. Certain segments of the EDI.Smart Software are owned by third parties that have authorized SCT to grant Licensee a right of use therefor.

3. Restrictions on Use of EDI.Smart Software. Licensee's use of the EDI.Smart Software is subject to the following additional terms and conditions:

(a) Each licensed copy of the EDI.Smart System will not be used on more than one (1) Windows-based personal computer.

SCOPE OF SERVICES**Project Management - Planning and Project Management (Level 4)**

SCT's Project Management Service will be provided over the course of 36 consecutive months beginning on the kickoff of the project. During this time, a single Project Manager and a single Quality Assurance Analyst will be deployed to, and shared among, all three (3) JASI institutions in order for the institutions to share the costs and efficiencies of these single resources, with each institution paying a share of the total cost of the Project Management Service as described in Exhibit 1. SCT will provide support to the JASI Institutions as described below.

- SCT and designated representatives of or for each of the JASI Institutions will co-develop project-related documents describing Project Definition, Configuration Management, Communication Plan, Training Plan, Testing Plan, and the Quality Assurance Plan using SCT-supplied templates for these named documents.
- SCT and the designated JASI representatives from the three participating institutions will co-develop documents to be referred to as the "Services Requirements" and the "Prioritized Services Requirements" which will describe a targeted schedule of tasks to be performed by SCT and the order in which SCT intends to perform such tasks, as well as the technical requirements and the facilities and equipment which are necessary for the project. Once the parties are in agreement, each shall mutually approve the documents in writing prior to commencing implementation activities. Once established and agreed to, any changes to these documents will require written approval of both parties. Neither party shall unreasonably withhold or delay any approval required under this provision and each shall work together in good faith to attempt to resolve any disagreements in this regard.
- SCT will develop the Project Schedule and Education Plan using SCT-supplied templates.
- To the extent each party is in agreement, the parties will mutually accept in writing the Project Definition, Configuration Management, Communication Plan, Training Plan, Testing Plan, and the Quality Assurance Plan documents prior to the implementation of the SCT Component system(s). Neither party shall unreasonably withhold or delay their approval of any document and must work together in good faith to attempt to resolve any disagreements in this regard.
- SCT will provide maintenance and update, as reasonably necessary, of the Project Definition Document, Services Requirements, Prioritized Services Requirements, Project Schedule, Configuration Management, Communication Plan, Training Plan, Testing Plan and other relevant project-related documents.
- The single SCT Project Manager will perform up to an aggregate of twenty-five on-site visits per year during the implementation phase of the project, which 25 visits will be allocated among the 3 JASI Institutions as reasonably deemed appropriate by SCT. As a result of each visit SCT will:
 - assess the status of the project and assess and identify significant risks to its completion;
 - identify and track issues which may potentially impact the project; assist in the development of remedial plans
 - review and maintain planning documents which are SCT's responsibilities as outlined above;
 - perform project tracking;

- collect project measurements and create a report on the measurements;
 - write a project status report after each visit.
- As part of SCT Project Management services, the assigned SCT Quality Assurance Analyst will conduct up to an aggregate of four (4) remote Quality Assurance Assessment sessions per year, to be conducted, during the first year, at approximately two (2) months, five (5) months, eight (8) months and eleven (11) months after the initiation of the project to assess compliance to the project processes defined as part of the Project Definition. The four sessions will be allocated among the 3 JASI Institutions as reasonably deemed appropriate by SCT. With these sessions, SCT will:
 - assist in the development of the Quality Assurance Plan
 - provide a written Quality Assurance Status report.
 - At or near the end of the project, SCT will conduct a Project Certification Process to determine and document the extent to which (a) the project's agreed-upon objectives have been met; (b) material issues (i.e., issues which result in a significant delay in the project or a significant impact on Licensee's operations) identified during the course of the project have been satisfactorily addressed and closed out in a reasonable manner by the party responsible for the issue; and (c) Licensee accepts the project as complete, which Licensee shall be obligated to do to the extent that SCT has performed its obligations as identified in the above-referenced project documents.

LICENSEE'S OBLIGATIONS

Licensee will provide:

- Project Leader – Licensee will provide a primary contact that will work directly with the SCT manager to assist and coordinate activities related to this engagement, such as meetings, interviews and acceptance of deliverables.
- Access to appropriate staff - Licensee will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of SCT's services.
- Access to information - Licensee will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. for information-gathering purposes.
- Access to institution environment - Licensee will provide access to the administrative systems and information in relation to the performance of SCT's services.
- Licensee will cooperate with, and assist SCT, as necessary to enable SCT to provide the services specified.
- Licensee recognizes and agrees that SCT shall not be responsible for any delays or issues caused by factors outside of its reasonable control. Licensee agrees to provide full cooperation and assistance to SCT as reasonably requested and as specified in the project plan and other project documents.

Network Assessment Services

SCT will conduct a review and assessment of Licensee's current network infrastructure to determine, in its reasonable judgment, if the network infrastructure can support the implementation and normal production use of the licensed Banner systems. The SCT Project Manager will be responsible for coordinating the resources and schedules for the services.

- SCT Network staff will interview up to ten (10) key IT network support and selected members of the Licensee user community staff, in an effort to gain an understanding of the overall network environment including current issues, performance, and support as well as business drivers and system usage requirements.
- SCT staff will review all pertinent documentation provided by Licensee including design drawings, performance benchmarks, standards and policies, and IT strategies and tactical plans. SCT will also review certain network components including cabling facilities, security systems, network infrastructure, network and application servers and hosts, and wide area linkages. Physical inspections of the network infrastructure and computing facilities will be conducted.
- SCT will develop and provide a Network and Connectivity Assessment Report (the "Deliverable") that:
 - Describes the results of the interviews and information-gathering activities
 - Assesses the current network design and capacity, performance, documentation and staffing levels
 - Documents SCT's determination of the anticipated effectiveness, efficiency, and scalability of the network for implementation and normal production use of the Banner system
 - Provides specific recommendations for needed improvements, enhancements or modifications of the specific impacted infrastructure area. SCT can assist in the implementation of these recommendations through a separate agreement or work order.