

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Friday, July 22, 2022
Zia Board Room - Pannell Library
1:30 pm

AGENDA

- | | |
|---|----------------|
| A. Welcome | Pat Chappelle |
| B. Adoption of Agenda | Pat Chappelle |
| C. Approval of Minutes of June 16, 2022 | Pat Chappelle |
| D. President's Report | Derek Moore |
| E. New Business | |
| 1. Consideration of Retirement Resolutions | Derek Moore |
| 2. Monthly Expenditure Report | Josh Morgan |
| 3. Monthly Revenue Report | Josh Morgan |
| 4. Oil and Gas Revenue Report | Josh Morgan |
| 5. Schedule of Investments | Josh Morgan |
| 6. Fiscal Watch Report | Josh Morgan |
| 7. Consideration of Transitional Services Contract for Dr. Steve McCleery | Derek Moore |
| 8. Consideration of SOAR Relocation Project/Cost | Steve McCleery |
| 9. Consideration of Appointments to the NHF Board of Directors | Steve Saucedo |
| 10. Consideration of RFP #139 - Behavioral Health Services | JoeMike Gomez |
| F. Public Comments | |
| G. Determination of Next Meeting | Pat Chappelle |
| H. Adjournment | Pat Chappelle |

**NEW MEXICO JUNIOR COLLEGE
BOARD MEETING
JUNE 16, 2022
MINUTES**

The New Mexico Junior College Board met on Thursday, June 16, 2022, beginning at 1:30 p.m. in the Pannell Library, Zia Board Room. The following members were present: Ms. Patricia Chappelle, Chair; Mr. Travis Glenn, Secretary; Ms. Evelyn Rising; Mr. Hector Baeza; Mr. Manny Gomez; Mr. Guy Kesner, and Mrs. Erica Jones.

Ms. Chappelle called the meeting to order and welcomed visitors and guests attending.

Upon a motion by Mr. Glenn, seconded by Mr. Gomez, the agenda was unanimously adopted.

Upon a motion by Mr. Gomez, seconded by Mr. Baeza, the Board unanimously approved the minutes of May 18, 2022 and May 19, 2022.

Under President's Report, Dr. McCleery reported, due to a lengthy agenda, nothing was scheduled for the President's Report.

Under New Business, Mr. Josh Morgan presented the May 2022 financial reports. Upon a motion by Mr. Glenn, seconded by Mrs. Jones, the Board unanimously approved the Expenditure Report for May 2022. In addition, the Revenue Report, Oil and Gas Revenue Report, and Schedule of Investments Report were reviewed.

Mr. Morgan presented consideration of the Annual Fixed Asset Inventory Certification for inventory of chattels and equipment valued at over \$5,000. Mr. Morgan reported on a lost item that was not located during the inventory observation. He stated a laser engraver purchased in 2005 with an acquired value of \$10,820.12 and a current net book value of \$0.00 was not located. Administration requested approval of the Fixed Asset Inventory Certification and approval to remove the laser engraver from the inventory list. Upon a motion by Mr. Glenn, seconded by Ms. Rising, the Board unanimously approved the inventory certification as presented and removal of the laser engraver from the inventory list. Dr. McCleery and Mr. Morgan recognized Mr. Doug Choate for his efforts and tremendous work in managing an extensive list of equipment located throughout the NMJC campus.

Dr. McCleery presented the Legislative Priorities for the 2023 Legislative Session for consideration. Dr. McCleery provided a priority list of three Capital Projects. The three projects are: 1) Replacement of air handlers at Bob Moran Hall and Pannell Library; 2) Replacement of the roofs of Ben Alexander Student Center and Bob Moran Hall; and 3) Funding to assist the Campus-Wide Site Project which will update the security lighting, and wayfinding campus-wide landscaping. He further reported the Recurring Funding Requests are 1) Funding for High Skills Workforce Training; 2) Funding for Wrap-Around Services; 3) Funding for Wrap-Around

Services for NMJC's Student Outreach Advancement & Resources (SOAR) Initiative; and 4) Athletic funding for the Women's Golf Program. Upon a motion by Mr. Gomez, seconded by Mrs. Jones, the Board unanimously approved the 2023 Legislative Priorities as presented. Mr. Gomez asked for status of the New Mexico General Appropriation & Expenditures Junior Bill. Dr. McCleery and Mr. Morgan responded NMJC was in receipt of \$150,000 for Wrap-Around Services, and \$100,000 for welding equipment and a separate allocation of \$400,000.

Dr. McCleery presented an ACCT Proposal for a 360-Degree Presidential Evaluation for consideration. Dr. McCleery recommended approval of the Evaluation Design, Evaluation Process Part 1, 2-A, Part 2-b, and the proposed timeline. In addition, for the fees, Dr. McCleery recommended approval of the Interview Protocol and the Evaluation Instrument and further discussion of the Interview Process. Dr. McCleery recommended non-approval of the optional items. Upon a motion by Ms. Rising, seconded by Mrs. Jones, the Board unanimously approved the proposal as presented, exclusive of the optional items. Mr. Glenn noted he strongly supports this evaluation process and agreed the option items are not necessary. Mr. Gomez recommended flexibility of the timeline as the evaluation process moves forward.

Mr. Jeff McColl presented a 2022-2023 NMJC Calendar Revision for consideration. The revision reflects the Board's approval of the addition of the President's Day Holiday to NMJC's official holiday schedule and the start of the summer semester after Memorial Day Holiday. With the change, the summer semester will be May 30, 2023 through July 20, 2023. Upon a motion by Mr. Glenn, seconded by Mr. Baeza, the Board unanimously approved this request.

Mrs. Amy Coombes presented a request for updates to the NMJC Handbook Policy 307-Holiday Leave. She reported the first revision, addition of Monday and Tuesday during the Thanksgiving Holiday, was approved at the NMJC Board Meeting on December 16, 2021. The second revision, addition of President's Day Holiday, was approved at the NMJC Board meeting on May 12, 2022. She further noted the revisions will help NMJC continue to align the NMJC campus holidays to the local public schools. Upon a motion by Mr. Kesner, seconded by Mr. Gomez, the Board unanimously approved this request.

Mr. JoeMike Gomez requested consideration of RFP #138 - Student Advising Software with a recommendation to award the bid to E2E Advising. Mr. Gomez provided the four-year proposed summary, with option to renew year by year for 3 years following the first year. The proposed cost for year 1-\$67,500, year 2-\$60,500, year 3-\$68,000, and year 4-\$74,050. Ms. Kelly Rueda joined Mr. Gomez and provided detailed information of the Student Advising Software noting it will be essential to the communication between students/grades and instructors, advising, recruitment, and will assist in an early alert system for at-risk students. Following discussion and upon a motion by Ms. Rising, seconded by Mrs. Jones, the Board unanimously approved this request.

Ms. Chappelle called for comments from the public. There being none, the next Regular Board Meeting was scheduled for Thursday, July 21, 2022 at 1:30 pm in the Zia Board Room.

Mr. Glenn moved the Board go into closed session for the discussion of Limited Personnel Matters Pursuant to NMSA 1978 §10-15-1 H (2) regarding a contract for Transitional Services by Dr. Steve McCleery. Mr. Gomez seconded the motion. We will re-convene in open session at the conclusion of the closed session. The roll call was as follows: Mr. Baeza - yes; Mrs. Rising – yes; Mr. Glenn - yes; Mrs. Jones – yes; Mr. Kesner - yes; Mr. Gomez - yes; and Ms. Chappelle - yes.

Upon reconvening in open meeting, Ms. Chappelle stated the matters discussed in the closed meeting were limited only to those specified in the motion for closure. Upon a motion by Mr. Glenn, seconded by Mr. Kesner, the Board unanimously tabled agenda Item I, New Business Continued, 11. Consideration of Transitional Services.

Upon a motion by Mr. Kesner, seconded by Mr. Gomez and by unanimous consent, the meeting adjourned at 3:34 pm.

Pat Chappelle, Chair

Travis Glenn, Secretary

RESOLUTION

Charles V. Bascom

- WHEREAS,** **Charles V. Bascom**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for twenty-seven years and four months; and
- WHEREAS,** **Charles V. Bascom** has served as Custodial Supervisor from 2006-2022; and
- WHEREAS,** **Charles V. Bascom** has served as Security Officer from 1997-2006; and
- WHEREAS,** **Charles V. Bascom** has served as Custodian from 1994-1997; and
- WHEREAS,** **Charles V. Bascom** has served on various committees at New Mexico Junior College and in the community; and
- WHEREAS,** **Charles V. Bascom** has been devoted, enthusiastic and loyal staff member at New Mexico Junior College; and
- WHEREAS,** **Charles V. Bascom** has always reflected a favorable image for New Mexico Junior College; and
- WHEREAS,** **Charles V. Bascom** has elected to retire the 1st of February 2022.

NOW, THEREFORE BE IT RESOLVED that New Mexico Junior College desires to give special recognition and appreciation to **Charles V. Bascom** for his service and dedication to New Mexico Junior College.

APPROVED THIS 21st DAY OF JULY 2022.



RESOLUTION

Terri L. Blandin

WHEREAS, **Terri L. Blandin**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for fifteen years and six months; and

WHEREAS, **Terri L. Blandin** has served as Administrative Secretary for Western Heritage Museum and Lea County Cowboy Hall of Fame from 2006-2008; and

WHEREAS, **Terri L. Blandin** has served as Executive Assistant for Training & Outreach from 2008-2021; and

WHEREAS, **Terri L. Blandin** has served on various committees at New Mexico Junior College and in the community; and

WHEREAS, **Terri L. Blandin** has been devoted, enthusiastic and loyal staff member at New Mexico Junior College; and

WHEREAS, **Terri L. Blandin** has always reflected a favorable image for New Mexico Junior College; and

WHEREAS, **Terri L. Blandin** has elected to retire the 1st of January 2022.

NOW, THEREFORE BE IT RESOLVED that New Mexico Junior College desires to give special recognition and appreciation to **Terri L. Blandin** for her service and dedication to New Mexico Junior College.

APPROVED THIS 21st DAY OF JULY 2022.



RESOLUTION

Mary C. Lyle

WHEREAS, **Mary C. Lyle**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for thirteen years and eight months; and

WHEREAS, **Mary C. Lyle** has served as Director of Education for Western Heritage Museum and Lea County Cowboy Hall of Fame from 2008-2022; and

WHEREAS, **Mary C. Lyle** has served on various committees at New Mexico Junior College and in the community; and

WHEREAS, **Mary C. Lyle** has been devoted, enthusiastic and loyal staff member at New Mexico Junior College; and

WHEREAS, **Mary C. Lyle** has always reflected a favorable image for New Mexico Junior College; and

WHEREAS, **Mary C. Lyle** has elected to retire the 1st of April 2022.

NOW, THEREFORE BE IT RESOLVED that New Mexico Junior College desires to give special recognition and appreciation to **Mary C. Lyle** for her service and dedication to New Mexico Junior College.

APPROVED THIS 21st DAY OF JULY 2022.

New Mexico Junior College Board Chair



New Mexico Junior College Board Secretary

RESOLUTION

Shyla G. McGill

- WHEREAS,** Shyla G. McGill, being one of the Faculty Members of New Mexico Junior College, has faithfully served the College for eighteen years and four months; and
- WHEREAS,** Shyla G. McGill has served as Director of Learning Assistance from 2004-2005; and
- WHEREAS,** Shyla G. McGill has served as Professor of Mathematics from 2005-2022; and
- WHEREAS,** Shyla G. McGill has served on various committees at New Mexico Junior College and in the community; and
- WHEREAS,** Shyla G. McGill has been devoted, enthusiastic and loyal faculty member at New Mexico Junior College; and
- WHEREAS,** Shyla G. McGill has always reflected a favorable image for New Mexico Junior College; and
- WHEREAS,** Shyla G. McGill has elected to retire the 1st of July 2022.

NOW, THEREFORE BE IT RESOLVED that **Shyla G. McGill** be declared Professor Emeritus of New Mexico Junior College with all rights and privileges pertaining thereto;

APPROVED THIS 21st DAY OF JULY 2022.

New Mexico Junior College Board Chair



New Mexico Junior College Board Secretary

RESOLUTION

Kelvin W. Sharp

- WHEREAS,** **Kelvin W. Sharp**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for five years and seven months; and
- WHEREAS,** **Kelvin W. Sharp** has served as President from 2016-2022; and
- WHEREAS,** **Kelvin W. Sharp** has served on various committees at New Mexico Junior College and in the community; and
- WHEREAS,** **Kelvin W. Sharp** has been devoted, enthusiastic and loyal staff member at New Mexico Junior College; and
- WHEREAS,** **Kelvin W. Sharp** has always reflected a favorable image for New Mexico Junior College; and
- WHEREAS,** **Kelvin W. Sharp** has elected to retire the 15th of February 2022.

NOW, THEREFORE BE IT RESOLVED that New Mexico Junior College desires to give special recognition and appreciation to **Kelvin W. Sharp** for his service and dedication to New Mexico Junior College.

APPROVED THIS 21st DAY OF JULY 2022.

New Mexico Junior College Board Chair



New Mexico Junior College Board Secretary

RESOLUTION

Martha L. Warner

- WHEREAS,** **Martha L. Warner**, being one of the Staff Members of New Mexico Junior College, has faithfully served the College for fifteen years and three months; and
- WHEREAS,** **Martha L. Warner** has served as Custodian from 2006-2021; and
- WHEREAS,** **Martha L. Warner** has served on various committees at New Mexico Junior College and in the community; and
- WHEREAS,** **Martha L. Warner** has been devoted, enthusiastic and loyal staff member at New Mexico Junior College; and
- WHEREAS,** **Martha L. Warner** has always reflected a favorable image for New Mexico Junior College; and
- WHEREAS,** **Martha L. Warner** has elected to retire the 1st of August 2021.

NOW, THEREFORE BE IT RESOLVED that New Mexico Junior College desires to give special recognition and appreciation to **Martha L. Warner** for her service and dedication to New Mexico Junior College.

APPROVED THIS 21st DAY OF JULY 2022.

New Mexico Junior College Board Chair



New Mexico Junior College Board Secretary

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: **New Mexico Junior College Board Members**
From: Josh Morgan
Date: July 15, 2022
RE: Expenditure and Revenue Reports for June 2022

June is month twelve or 100% of the budget for the 2021/2022 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 June is \$45,801,474.

The total current unrestricted fund expenditures through June are \$27,947,622, which is 85% of the projected budget. Instruction and General is higher compared to last year due to increase in salary costs in Institutional Support and Operation and Maintenance and because of an increase in utility costs. In other current unrestricted funds, expenses are also higher as compared to FY 21 due to an increase in food service costs and an increase in athletic expenses due to having all athletic sports competing this year compared to last year when only track was competing. Internal Services which consists of the Computer Services and the Document Center has continued to receive monthly credits from Instruction & General to cover the operating costs and is within in budget as of the end of June.

In the restricted funds, the expenditures in the grants area are higher than this time last year. This is due to the expensing of Institutional HEERF funds. The Business Office continues to monitor the expenditures in the grants and request the drawdown from the state and federal agencies. The year-to-date restricted student aid is higher than June 2021. This is due to the awarding of Student HEERF. Total amount of restricted funds expended through June 2022 is \$7,150,544.

Plant fund expenditures for June 2022 were \$89,484; the total year-to-date including encumbrances is \$10,703,308. In institutional fund expenditures, there were some encumbrances that were closed out due to supply chain issues which is the reason there are zero expenses reported this month for institutional fund expenditures. Total plant funds expended include expenditures for design work on the Campus Wide Site Project, the Vocational Training Facility, the Campus Housing Unit, and the Cafeteria.

Total expenditures and or encumbrances through June 2022 were \$45,801,474 or 83% of the budget.

Total current unrestricted revenue received in June 2022 was \$11,743,733, with the year-to-date total of \$84,011,953. This mostly consists of the monthly allocation from the state, the oil and gas income, and property tax revenue. Registration for the summer and fall opened in April. The tuition and fees collected in June 2022 for the summer and fall semesters was \$11,405. Oil and gas mill levy received in June for the month of March was \$8,054,300. The property tax revenue received in June was \$2,979,701. In FY 21, the total for mill levy property tax was \$13,817,722 and currently stands at \$15,925,223 for FY 22.

There was \$318,476 drawn in for restricted Grant revenue in June, and \$14,789 in the Restricted Student Aid revenue. The total year-to-date revenue in the restricted funds is \$9,166,911.

In plant funds, there was \$82,721 received in LGIP interest income for June and \$55,070 was drawn down on the STB Vocational Training Building project for a total Plant revenue for the month of June of \$140,004 and year-to-date revenue of \$622,302.

Total revenue for the month of June 2022 is \$12,217,002, with year-to-date revenue of \$93,841,166 or 96% of projected revenue budget.

The total oil and gas and oil and gas equipment tax revenue received through June of 2022 including the accrual of \$465,000 for each of the three months of April, May and June is \$54,197,607.

The Investment Report shows a beginning balance of \$101,000,000. During the month, \$15,000,000 was deposited with the LGIP resulting in an ending balance for June 2022 of \$116,000,000. Allocated capital projects at the end of June were \$103,675,092.91.

This concludes the Financial Report for June 2022.

NEW MEXICO JUNIOR COLLEGE

Expenditure Report

June 2022

100% of Year Completed

Fund	2020-21			2021-22			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	10,267,223	9,034,833	88%	11,759,080	942,474	9,105,609	77%
Academic Support	2,372,925	2,001,475	84%	2,552,885	211,443	1,991,090	78%
Student Services	2,121,047	1,768,665	83%	2,186,039	188,071	1,724,432	79%
Institutional Support	4,566,506	4,172,764	91%	5,117,287	576,244	4,750,954	93%
Operation & Maintenance of Plant	3,983,813	3,414,828	86%	4,395,892	480,512	3,974,339	90%
Subtotal - Instruction & General	23,311,514	20,392,565	87%	26,011,183	2,398,744	21,546,424	83%
Research	-	111,908		-	12,808	107,527	
Public Service	50,000	48,966	98%	70,000	3,541	56,807	81%
Internal Service Departments	109,089	146,837	135%	258,365	24,012	230,997	89%
Student Aid	710,880	745,114	105%	785,880	(24,948)	732,884	93%
Auxiliary Enterprises	2,160,172	2,532,075	117%	2,803,560	418,475	2,987,871	107%
Athletics	2,267,001	1,441,510	64%	2,772,294	107,679	2,285,112	82%
Total Current Unrestricted Fund	28,608,656	25,418,975	89%	32,701,282	2,940,311	27,947,622	85%
CURRENT RESTRICTED FUND							
Grants	908,797	872,832	96%	5,112,076	177,091	1,952,741	38%
Student Aid	3,862,038	4,136,773	107%	5,915,395	5,818	5,197,803	88%
Total Current Restricted Fund	4,770,835	5,009,605	105%	11,027,471	182,909	7,150,544	65%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	29,729,122	27,584,045	93%	9,442,296	-	8,785,975	93%
Projects from State GOB Funds	6,416,370	2,381,462	37%	213,387	-	154,315	72%
Projects from State STB Funds	900,000	498,416	55%	170,870	-	174,104	102%
Projects from General Fund	353,400	381,608	108%	-	-	-	0%
Projects from Private Funds	-	-	0%	-	-	-	0%
Projects from State ER&R	1,238,725	267,292	22%	500,000	12,592	453,227	91%
Projects from State BR&R	1,256,545	980,374	78%	1,000,000	76,892	1,135,687	114%
Subtotal - Capital and BR&R	39,894,162	32,093,197	80%	11,326,553	89,484	10,703,308	94%
Debt Service							
Revenue Bonds	-	-	0%	-	-	-	0%
Total Plant Funds	39,894,162	32,093,197	80%	11,326,553	89,484	10,703,308	94%
GRAND TOTAL EXPENDITURES	73,273,653	62,521,777	85%	55,055,306	3,212,704	45,801,474	83%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
June 2022

100% of Year Completed

Fund	2020-21			2021-22			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	3,914,806	3,549,431	91%	3,420,600	11,405	3,563,029	104%
State Appropriations	5,747,200	5,747,200	100%	6,420,500	560,717	6,403,900	100%
Advalorem Taxes - Oil and Gas	7,235,000	26,043,109	360%	58,900,000	8,054,300	54,197,607	92%
Advalorem Taxes - Property	9,200,000	13,157,910	143%	13,000,000	2,979,701	15,925,223	123%
Interest Income	9,000	612	7%	-	5	61	0%
Other Revenues	196,418	218,357	111%	1,006,500	-	934,401	93%
Subtotal - Instruction & General	26,302,424	48,716,619	185%	82,747,600	11,606,128	81,024,221	98%
Research	-	-	0%	-	-	-	0%
Public Service	-	-	0%	-	-	-	0%
Internal Service Departments	9,000	2,508	28%	20,800	63	3,192	15%
Auxiliary Enterprises	2,846,886	2,145,216	75%	2,530,762	94,251	2,463,672	97%
Athletics	535,500	535,500	100%	533,700	43,291	520,868	98%
Total Current Unrestricted	29,693,810	51,399,843	173%	85,832,862	11,743,733	84,011,953	98%
CURRENT RESTRICTED FUND							
Grants	908,797	1,053,882	116%	5,112,076	318,476	3,933,577	77%
Student Aid	3,862,038	4,196,685	109%	5,915,395	14,789	5,233,334	88%
Total Current Restricted	4,770,835	5,250,567	110%	11,027,471	333,265	9,166,911	83%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	1,702,500	2,381,462	0%	154,315	-	117,665	76%
Projects from State STB Funds	900,000	498,416	0%	170,870	55,070	86,618	0%
Projects from General Fund	353,400	356,948	0%	70,511	-	168,111	238%
Projects from Private Funds	-	-	0%	-	2,213	67,793	0%
Interest Income (LGIP)	120,000	90,800	76%	85,000	82,721	222,115	261%
Total Plant Funds	3,075,900	3,327,626	108%	480,696	140,004	662,302	138%
GRAND TOTAL REVENUES	37,540,545	59,978,036	160%	97,341,029	12,217,002	93,841,166	96%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

June 2022

100% of Year Completed

		OIL		GAS		COMBINED		
Sales	Month of Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2019-20 Original Budget	Variance Over (Under) Budget
Actual	July	\$68.83	22,898,155	\$4.72	71,628,621	4,277,011	465,000	3,812,011
Actual	August	\$65.27	25,303,801	\$5.19	74,903,699	4,424,689	465,000	3,959,689
Actual	September	\$68.75	24,609,724	\$5.88	73,736,752	4,680,659	465,000	4,215,659
Actual	October	\$77.82	25,480,074	\$6.92	75,247,628	5,552,162	465,000	5,087,162
Actual	November	\$76.23	25,480,871	\$6.27	75,738,373	5,485,606	465,000	5,020,606
Actual	December	\$69.47	25,602,205	\$5.22	78,372,188	4,949,888	465,000	4,484,888
Actual	January	\$80.26	25,501,432	\$5.70	76,856,138	5,567,676	465,000	5,102,676
Actual	February	\$87.92	24,232,521	\$5.78	73,067,415	5,896,935	465,000	5,431,935
Actual	March	\$106.74	28,153,871	\$5.93	86,912,321	8,054,300	465,000	7,589,300
Accrual	April					465,000	465,000	0
Accrual	May					465,000	465,000	0
Accrual	June					465,000	465,000	0
Y.T.D. Production Tax Revenue						50,283,926	5,580,000	44,703,926
Y.T.D. Equipment Tax Revenue						3,913,681	1,655,000	2,258,681
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						<u>54,197,607</u>	<u>7,235,000</u>	<u>46,962,607</u>

Source: New Mexico Taxation and Revenue Department

NEW MEXICO JUNIOR COLLEGE

Schedule of Investments

June 2022

100% of Year Completed

Financial Institution	Amount Invested	Account Number	Interest Rate	Interest Earned
State of New Mexico Local Government Investment Pool	101,000,000	7102-1348	0.902%	82,721
Plus deposits	15,000,000			
Less withdrawals	-			
Total LGIP investments	116,000,000			82,721

Capital Project	6/30/2022
Vehicles	715,957.39
Campus Facilities Master Plan	75,000.00
Chrome River	70,000.00
WHM North Gallery Renovation	200,000.00
Campus Vestibules	1,219,328.79
Voc B Airhandler	1,500,000.00
Softball Field	5,790,000.00
National Track Meet	110,577.39
Pi Day	23,487.04
Technology Upgrade	900,972.02
JASI	87,479.35
WHM Storage Building	208,263.71
Baseball Field	1,530,173.45
Rodeo Arena	119,434.75
Fire Alarm Upgrade	479,131.45
Landscaping	261,483.58
Smart Classrooms	513,033.51
Campus Signage	539,303.65
Campus Paving	590,496.48
Std Ctr & Bob Moran Roof Replacement	650,000.00
Master Landscaping Project	9,193,523.94
Dorm/Apartment Refurbish	684,248.93
Concrete Upgrade	400,106.34
Campus Construction	276,707.44
Workforce Training & Outreach	250,000.00
Higher Learning Commission	126,515.62
Public Sector	1,000,000.00
Campus Security	247,114.92
Copier Replacement	133,082.22
Non-Recurring Compensation	1,500,000.00
Athletics	176,837.08
Student Life Programming	20,432.28
Succession Plan	620,056.15
WHM Exhibits	118,815.73
Track Upgrades	202,658.18
Driving Range Upgrades	502,910.65
McLean Hall Renovations	88,568.83
Cafeteria Upgrade	33,647.70
Equestrian Center	2,933,949.87
Campus/Hospital Fencing	563,509.84
Turf Replacement	497,527.12
Watson Hall Renovation	2,915,773.70
Facilities Management System	1,125,703.86
Caster Upgrades	2,624,882.14
Workforce Training Center	9,978,921.47
Heidel Hall Renovation	20,000,000.00
Heidel/Hagelstein Air Handlers	400,000.00
Air Handlers	1,985,247.70
Campus Housing Unit	13,530,508.67
Cafeteria Construction	8,857,986.29
Mansur Hall Remodel	2,000,000.00
Mary Hagelstein Remodel	1,000,000.00
Campus Wide Access Control	2,500,000.00
Dorm/Apartment Furniture Replacemnt	250,000.00
Roof Replacement	1,350,213.08
Workforce Training Contingency	1,520.60
Total	103,675,092.91

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

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

To: Board Members
From: Josh Morgan
RE: Quarterly Financial Action Report
Date: July 15, 2022

To comply with the HED (Higher Education Department) mandate that each College Board approve a quarterly financial action statement, attached is the Quarterly Action Statement for the quarter ending on June 30, 2022. This disclosure notifies you as the NMJC Board as well as the HED to any financial problems that might not be evident with an income and expense report. The College has made all required payments, payroll, and scheduled payments to vendors. Please approve the Quarterly Financial Action Report as of June 30, 2022.

Respectfully,



Josh Morgan

QUARTERLY FINANCIAL ACTION REPORT

Fiscal Year 22

Today's Date: 07-15-2022

Period (check one)

1st quarter _____

2nd quarter _____

3rd quarter _____

4th quarter X

Institution: New Mexico Junior College

DURING THE TIME PERIOD COVERED BY THIS REPORT, DID YOUR INSTITUTION:

(1) Request an advance of state subsidy? Yes: _____ No: X

(2) Fail to make its required payments, as scheduled, to appropriate retirement system(s)?

Yes: _____ No: X

(3) Fail to make its payroll payments, as scheduled?

Yes: _____ No: X

(4) Fail to make its scheduled debt service payments?

Yes: _____ No: X

(5) Fail to make payments to vendors, as scheduled, due to a cash deficiency or a substantial deficiency in the payment processing system?

Yes: _____ No: X

(6) Relative to its original budget for the fiscal year, experience any actual or anticipate any projected financial changes (such as unbudgeted decreases in revenues or unbudgeted increases in expenditures) that will result in a substantially reduced year-end fund balance or larger deficit this fiscal year?

Yes: _____ No: X

If the answer to any of the above is "Yes," please describe in a separate document: (i) the reason for the occurrence, (ii) the actions taken by your institution to resolve this particular occurrence, and (iii) the actions taken by your institution to prevent events such as this from occurring again.

In addition, if the answer to number 6 is "Yes," please describe in a separate document the nature of the financial changes and describe and assess the impact that the changes will have on your institution's planned year-end financial position.

New Mexico Higher Education Department
Institutional Finance Division
Quarterly Financial Certification Template

Please complete and sign the following certification form and submit with Quarterly Financial Statements and Quarterly Financial Actions Report.

I certify that I believe the information provided in the attached (a) Financial Statements, and (b) Financial Actions Report, for the:

1st _____ 2nd _____ 3rd _____ 4th X Quarter, FY 22

are correct as of the date indicated below, and that

New Mexico Junior College

has a functioning financial accounting system that captures assets, liabilities, revenues, and expenditures on a timely basis, and the Governing Board receives timely notification of any significant actual or projected variances between budgeted and actual revenues and expenditures.

Pat Chappelle, Board Chair

Dr. Derek Moore, President


Josh Morgan, Vice President for Finance

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is by and between New Mexico Junior College (hereinafter referred to as "College"), and Dr. Steve McCleery (hereinafter referred to as "McCleery").

WITNESSETH:

WHEREAS, McCleery has served as Interim President of College while College has searched for its next President under an Employment Agreement with College that terminates on June 30, 2022 ("Current Agreement"); and

WHEREAS, Dr. Derek Moore ("Moore") has been named as the President of College effective as of July 1, 2022; and

WHEREAS, McCleery has previously served as President of College for over 18 years and has experience and contacts regarding the operation of College; and

WHEREAS, College desires to retain the services of McCleery as a consultant during a transition period ending no later than June 30, 2023; and

WHEREAS, McCleery desires to provide such services; and

WHEREAS, the parties desire to set forth their agreement concerning McCleery's services.

NOW, THEREFORE, it is mutually agreed as follows:

1. Consulting. College hereby engages McCleery as President Emeritus of College, and McCleery hereby accepts such engagement with College, on the terms and conditions set forth in this Agreement. As President Emeritus of College, McCleery will be a direct report to Moore, President of College.

2. Duties. During the Term, hereinafter defined, McCleery shall perform the following duties:

a. During the period from July 1, 2022 through and including August 31, 2022, McCleery shall inform Moore on the ongoing activities of the College, shall introduce Moore to legislators, and other elected officials and shall make introductions of Moore to various community groups and individuals as agreed upon by Moore and McCleery. It is anticipated McCleery will spend the majority of his time during this period on the College campus or otherwise available to the College;

b. From August 31, 2022 and thereafter, McCleery will respond on an as needed basis, to advise the College and Moore, by telephone, email, in person or by other means as agreed to by the College and McCleery with respect to past or present matters or transactions of the College. It is anticipated the majority of such time after August 31, 2022, McCleery will work remotely. Provided, however, during the New Mexico Legislative session in 2023 and during any appropriate interim committee meetings and/or hearings, McCleery will participate in the meetings or hearings that are appropriate for College and higher education, as agreed upon by McCleery and College. It is anticipated McCleery will spend significant time in Santa Fe, New Mexico and other locations across

New Mexico during such legislative session and during such interim committee meetings and hearing.

c. McCleery will disclose to College all outside employment, business activity or enterprise pursuant to NMSA 1978 §10-16-4.2(2011).

3. Term. This Agreement is for twelve (12) months effective July 1, 2022, and terminating June 30, 2023, unless sooner terminated as provided herein ("Term"). It is specifically agreed and understood between the parties that nothing contained in this Agreement shall be construed to guarantee or imply an expectation of continued employment with the College beyond the term of this Agreement.

4. Compensation. For all services rendered by McCleery under this Agreement, McCleery shall be paid a salary of \$20,205.00 per month for the months of July, August, and September of 2022 and January, February and March of 2023. For the remainder of the Term, McCleery will be paid a salary of \$10,102.00 per month. The salary is payable in bi-weekly installments in accordance with College practice. All such salary shall be subject to all withholding as required by law and deductions for benefits. McCleery shall have all fringe benefits afforded other College employees.

5. Expense Reimbursement. The College agrees to budget and pay for travel and subsistence expenses of McCleery for official travel, meetings and occasions to pursue necessary official functions of the College. The Board may, in its sole discretion, pay such additional reasonable, necessary and customary non-personal expenses associated with activities and responsibilities of President, to include, but not be limited to Board development, lobbying expenses, meal and entertainment expenses, miscellaneous out-of-pocket expenses, etc.

6. Automobile Use. McCleery agrees to provide a reasonably suitable vehicle for use on College business. McCleery shall carry liability insurance on vehicles owned or leased by McCleery and used in College business, in the amount of, at least \$500,000 combined single limit or 250,000/500,000/100,000 split limit per accident. The College shall be named an additional insured on such insurance. College shall reimburse McCleery at the standard mileage rate as provided by College policy for any business use of McCleery's vehicle. McCleery shall also have the use of College vehicles for College purposes as provided by College policy.

7. Technology and Office Space. College shall provide McCleery a wireless network, a lap top computer and such other technology and communication devices as the parties may agree would be useful or beneficial in McCleery carrying out the duties hereunder. The College shall pay for all reasonable expenses incident thereto, including repairs and equipment replacement. Upon termination of McCleery's employment with the College all such technology and communication devices shall be returned to the College. Provided, however, McCleery shall provide a cell phone, at his expense, for his use in College business. College shall reimburse McCleery \$100.00 per month for the expense of such cell phone. College shall provide office space to McCleery on the campus of College during the Term for his performance of services under this Agreement.

8. Vacation. As of the Effective Date, hereinafter defined, McCleery will be credited with 80 hours of vacation. During the Term McCleery shall accrue additional paid vacation at the rate of 6.67 hours per pay period in addition to the recognized paid holidays of the College. The use of any such vacation is to be determined between Moore and McCleery. Under no circumstances, whether

at the termination of this Agreement or otherwise will McCleery receive pay in lieu of vacation.

9. Sick Leave and Holiday Leave. All McCleery's accrued sick leave will rollover from the Current Agreement. McCleery is entitled to accrue additional sick leave as any other employee of the College. McCleery is also entitled to all official school holiday leave as any other employee of the College. McCleery is entitled to personal days off as any other employee of the College.

10. Group Health Insurance, Group Life Insurance and Disability Income Plan. McCleery shall be entitled to participate in the group health insurance, group life insurance, accidental death insurance program and disability income plan, as any other employee of the College.

11. New Mexico Educational Retirement Board. McCleery has retired under the New Mexico Educational Retirement Board and has received approval to Return to Work, as such McCleery will make the employee contributions to the NMERB fund and the College will make employer contributions, but McCleery will not earn additional service credit for such contributions.

12. Employment of Relatives. Employment of relatives of McCleery by College shall be done only with approval of the Board.

13. Termination of Agreement. McCleery's employment under this Agreement may be terminated by:

A. Mutual written agreement of the Board and McCleery;

B. Resignation by McCleery;

C. Death of McCleery; or

D. McCleery may be terminated for convenience with or without cause at the sole discretion of the Board, upon thirty (30) days written notice to McCleery.

E. In the event of the termination of McCleery's employment pursuant to this paragraph 13, both parties agree they will not issue in any public or private forum, any critical or detrimental statements concerning McCleery, College, the Board or any College policy or personnel.

Upon termination McCleery will not be paid any accrued but unused vacation days and will no longer be entitled to any other payments or benefits.

14. Work Product and Confidentiality. All correspondence, papers, documents, reports, files, work products and all copies thereof, received or prepared by McCleery in the course of performing, or incident to McCleery's duties shall immediately upon receipt and preparation become the exclusive property of the College for any and all purposes. All items described above shall be provided to and left with College upon termination of McCleery's employment with College. Further, all items described above including intellectual property or trade secrets of College shall be considered confidential and/or propriety information of College upon termination of McCleery's employment with College, and McCleery shall maintain all such information in confidence after termination of McCleery's employment with College. The provisions of this paragraph shall survive the termination of McCleery's employment with College.

15. Indemnification. McCleery shall be held harmless and indemnified by College against any and all claims and liabilities to which he has or shall become subject by reason of serving or having served as Consultant to the President, or by reason of any action alleged to have been taken, omitted or neglected by him as Consultant to the President, and the College shall reimburse him for

all legal expenses, provided, however, that he shall not be indemnified against or be reimbursed for any expense incurred in connection with any claim or liability arising out of his willful misconduct or gross negligence.

16. Dispute Resolution. College and McCleery agree to submit any and all disputes arising under this Agreement including, but not limited to, disputes relating to issues of interpretation, breach and remedies relating to same, to binding arbitration. It is the intention of the parties to resolve all such disputes by arbitration pursuant to the New Mexico Uniform Arbitration Act and in accordance with the Employment Dispute Arbitration Rules of the American Arbitration Association, but not with the American Arbitration Association administration. Both parties agree to use their best efforts to resolve any dispute within thirty (30) days.

17. Waiver. No waiver by either party of any rights under this Agreement will be valid unless set forth in writing and signed by the party waiving such rights. The failure of either party to insist upon strict performance of any terms of this Agreement shall not be construed as a waiver in the future of any other provisions.

18. Governing Law/Severability. This Agreement will be interpreted under the laws of the State of New Mexico. If any specific clause of this Agreement is determined to be void or unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.

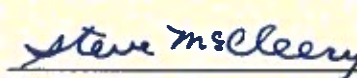
19. Modification/Amendment. Any modification or amendment of this Agreement must be in writing and signed by both parties to be effective.

20. Successors and Assigns. Neither this Agreement, nor any of McCleery's rights, powers, duties or obligations hereunder, may be assigned by McCleery.

Executed and effective as of July 1, 2022 ("Effective Date").

New Mexico Junior College

By 
Derek Moore, President


Dr. Steve McCleery

Memorandum

To: New Mexico Junior College Board

From: Steve McCleery, President Emeritus through Derek Moore, President

Re: SOAR – Signage, Landscaping, Branding, Equipping, and Caster Annex Landscaping

Date: July 14, 2022

After meeting with multiple NMJC staff, we are going to relocate the SOAR staff and deploy another success center into Caster Annex. In order to complete this project, brand the facility, and equip the facility, I am requesting the Board move \$500,000 from the current reserves into a capital account for the SOAR signage, branding, equipping and possible remodel of Caster Annex.

As with any NMJC campus initiative, I want to involve as many stakeholders as possible into the SOAR relocation project. So, prior to making any major changes to the facility, I would like to afford the newly hired SOAR Director the latitude to seek input from his staff/students/others for the equipping and remodel of the facility.

However, it is imperative that we immediately get the architects involved into the outside branding, signage, and landscaping of this vital NMJC Project.

I realize that construction cost must be kept under \$300,000 or the project will need to go to the NMHED Capital Projects Committee. Currently, we don't think the remodel will get close to the \$300,000 threshold. As well, we want to avoid a piecemeal perception. We think the project has the following four distinctly different needs:

1. Architectural design services for signage and branding of the facility and implementation,
2. Synthetic turf placement in and around the SOAR facility,
3. Equipping the facility, and
4. Possible remodeling cost.

Additionally, as the group met in regards to the SOAR Relocation Project, it became apparent that the landscaping in and around Caster Annex needs to be addressed immediately. I am recommending that the Board move \$296,000 from the NMJC reserves into a capital account for the installation of synthetic turf in and around Caster Activity Center.



Memorandum

To: New Mexico Junior College Board

From: Dennis Holmberg, Executive Director
New Horizons Foundation (NHF)

Date: July 6, 2022

RE: Appointment of Dr. Derek Moore to the NHF Board of Directors
Naming Dr. Steve McCleery as an advisor to the NHF Board of Directors

The bylaws of the NHF state that the President of New Mexico Junior College will serve on the Board of the NHF. With the hiring of Dr. Derek Moore as President of New Mexico Junior College, we ask that you appoint Dr. Moore as a Board member of the NHF, as called for in Section 3 (b) of the NHF By-Laws, "Directors shall be elected to the Board of Directors by the affirmative vote of a majority of the Board of Directors of New Mexico Junior College".

In addition, we ask that you consider making Dr. Steve McCleery an advisor to the NHF Board during the time he is on campus during the transition period for Dr. Moore.

Thank you for your consideration in this matter.