

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, March 15, 2001

Zia Room - Library

1:30 p.m.

AGENDA

- | | |
|--|--------------|
| A. Welcome | Mr. Newman |
| B. Adoption of Agenda | Mr. Newman |
| C. Approval of Minutes of February 15, 2001 | Mr. Newman |
| D. Correspondence | Mr. Schubert |
| E. President's Report | Dr. McCleery |
| F. New Business | |
| 1. Monthly Expenditures Report | Dr. McCleery |
| 2. Monthly Revenue Report | Dr. McCleery |
| 3. Oil and Gas Revenue Report | Dr. McCleery |
| 4. Schedule of Investments | Dr. McCleery |
| 5. Open Meetings Resolution | Dr. McCleery |
| 6. Funding for Additional Stalls for Conference Finals Rodeo | Dr. McCleery |
| 7. Consideration of Joint Powers Agreement - Firearms Training Center | Dr. McCleery |
| 8. Consideration of Supplemental Retirement Plan Document | Dr. McCleery |
| 9. Consideration of RFP #56- Professional Services for the Development of a Talent Search Grant Proposal | Dr. McCleery |
| 10. Consideration of Bid #901 - Purchase of Oilfield Training Equipment for Instructional Purposes | Dr. McCleery |
| 11. Personnel Consideration - Director of Physical Plant | Dr. McCleery |
| 12. Personnel Consideration - Accountant | Dr. McCleery |
| G. Public Comments | Mr. Newman |
| H. Announcement of Next Meeting | Mr. Newman |
| I. Adjournment | Mr. Newman |

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NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

FEBRUARY 15, 2001

MINUTES

The New Mexico Junior College Board met on Thursday, February 15, 2001, beginning at 1:30 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Monty Newman, Chairman; Mr. Gary Schubert, Secretary; Mr. Ferrel Caster; Mrs. Bonnie Moran; and Mrs. Yvonne Williams. Not present were Mr. Donald Whitaker and Mr. Bill Lee.

Mr. Newman called the meeting to order and welcomed visitors and guests present: Starla Jones, Hobbs News Sun; Tina Shoemaker; Slick Duncan, Ed Fierro, Sylbia Molina, Art Karger, and Bob Delacruz, Lovington Schools.

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

Upon a motion by Mr. Caster, seconded by Mrs. Moran, the board unanimously approved the minutes of January 18, 2001.

Under *Correspondence*, Mr. Schubert read a letter from the State of New Mexico Corrections Department. The letter is notification that the New Mexico Junior College's Basic Correctional Officer Academy has successfully completed the period of provisional certification and is awarded full certification as of February 1, 2001. It also stated that New Mexico Junior College is the only college to have successfully met and maintained the standards established by the state's Corrections Academy and as such is the only college with a program whose graduates are recognized as state certified Correctional Officers.

Under *President's Report*, Dr. McCleery introduced Willie Brown, Assistant Director and Professor of Basic Corrections Academy and congratulated him for the accomplishment. Members of the Lovington Schools presented a plaque of appreciation to the college for the computers donated to Taylor Middle School. Robert Bensing gave an enrollment report for the spring semester. Richard Fleming gave a technology report and demonstrated the new and improved college web page. Dr. McCleery presented a framed newspaper article and extended congratulations to Mrs. Bonnie Moran for being named Citizen of the Year.

Under *New Business*, Mr. Ed Fierro presented the audit report for the fiscal year ending June 30, 2000. After much discussion and upon a motion by Mr. Schubert, seconded by Mrs. Moran, the board unanimously accepted the report. The roll call vote was as follows: Mr. Schubert - yes; Mr. Newman - yes; Mr. Caster - yes; Mrs. Moran - yes; and Mrs. Williams - yes.

Dan Hardin presented the January financial reports and with a motion by Mr. Caster, seconded by Mrs. Moran, the board unanimously approved the expenditures for January 2001.

Dr. McCleery presented an amended resolution for the board election designating one polling place in the office of the County Clerk. Upon a motion by Mr. Caster, seconded by Mrs. Moran, the board unanimously adopted the resolution.

Dan Hardin presented a purchase card program resolution for board consideration. The resolution is an agreement between New Mexico Junior College and Bank of America for purchase card service. It authorizes the college to become a party to the State of New Mexico Purchase Card Program Linking Agreement and to participate in its program. Upon a motion by Mr. Schubert, seconded by Mrs. Williams, the board unanimously adopted the resolution.

Mr. Collins presented RFP #53 - Facilities Management System Upgrade for Pannell Library. The NMJC evaluation committee and business office recommended acceptance of the proposal from the sole vendor, Energy Control Inc. of Albuquerque, New Mexico, at a total cost of \$61,557 plus 6% gross receipts tax. Upon a motion by Mrs. Moran, seconded by Mr. Schubert, the board unanimously accepted the recommendation.

Mr. Collins presented RFP #55 - Food Services for the College. The business office recommended acceptance of the proposal received from Great Western Dining Service Corporation of Tipton, MO for an initial contract period of one (1) year renewable annually by mutual agreement for up to seven (7) additional years. Upon a motion by Mr. Schubert, seconded by Mrs. Moran, the board unanimously accepted the recommendation.

Personnel Consideration - Director of Physical Plant was tabled.

Mr. Newman called for comments from the community. There being none, the next board meeting was scheduled for March 15, 2001, beginning at 1:30 p.m. in the Zia Room of Pannell Library.

Upon a motion by Mr. Schubert, seconded by Mrs. Williams, the board unanimously voted to adjourn at 3:25 p.m.

CHAIRMAN

ATTEST: _____
SECRETARY

Others present:

Regina Organ
Frank Collins
Richard Fleming
Dan Hardin
Mickey Best
Sharon Jenkins
Bill Morrill
Sam Oswald
Marilyn Jackson
Linda Neel
Bill Kunko
Tim Perry
Cc Nelson
Lisa Brown
Robert Bensing
Ismael Zuniga
DeEtta Duff
Bill Braun
Rudy Rascon
Richard Morris
Jason Anderson
Willie Brown
Debbie Pruitt

NEW MEXICO JUNIOR COLLEGE
Expenditure Report
February 2001

67% of Year Completed

Fund	1999-00			2000-01			
	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	5,216,596	2,843,259	55%	5,322,453	434,559	3,073,943	58%
Academic Support	919,691	627,992	68%	1,012,220	68,784	740,087	73%
Student Services	991,692	709,579	72%	1,020,190	85,148	772,830	76%
Institutional Support	1,617,362	1,028,823	64%	2,321,133	139,234	1,187,243	51%
Operation & Maintenance of Plant	1,591,981	1,010,667	63%	1,674,751	161,472	1,192,701	71%
Subtotal - Instruction & General	10,337,322	6,220,320	60%	11,350,747	889,197	6,966,804	61%
Student Activities	109,847	73,785	67%	118,724	15,070	87,237	73%
Public Service	24,949	12,630	51%	24,968	55	384	2%
Internal Service Departments	308,980	268,243	87%	309,131	(8,562)	216,960	70%
Student Aid	153,705	131,552	86%	139,605	1,029	151,133	108%
Auxiliary Enterprises	1,294,716	1,097,285	85%	1,254,436	104,793	1,099,217	88%
Athletics	581,756	458,630	79%	558,129	16,986	404,204	72%
Total Current Unrestricted Fund	12,811,275	8,262,445	64%	13,755,740	1,018,568	8,925,939	65%
CURRENT RESTRICTED FUND							
Grants	2,784,410	1,430,883	51%	3,135,237	248,954	1,849,026	59%
Student Aid	3,436,841	3,045,719	89%	3,204,007	60,252	3,343,809	104%
Total Current Restricted Fund	6,221,251	4,476,602	72%	6,339,244	309,206	5,192,835	82%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	1,152,097	816,827	71%	2,126,546	58,410	822,558	39%
Projects from State GOB Funds	686	0	0%	0	0	0	0%
Projects from State STB Funds	374,617	45,015	12%	0	0	481,920	0%
Projects from Other State Funds	156,793	88,899	57%	116,172	1,459	111,468	96%
Subtotal - Capital and BR&R	1,684,193	950,741	56%	2,242,718	59,869	1,415,946	63%
Debt Service							
Revenue Bonds	263,723	263,622	100%	264,845	130,803	264,344	100%
Total Plant Funds	1,947,916	1,214,363	62%	2,507,563	190,672	1,680,290	67%
GRAND TOTAL EXPENDITURES	20,980,442	13,953,410	67%	22,602,547	1,518,446	15,799,064	70%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
February 2001

67% of Year Completed

Fund	1999-00			2000-01			
	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	1,162,200	1,105,146	95%	1,168,950	27,063	1,183,368	101%
State Appropriations	5,884,500	4,007,100	68%	6,566,300	532,575	4,348,375	66%
Advalorem Taxes - Oil and Gas	2,075,000	2,093,515	101%	2,500,000	593,297	3,419,650	137%
Advalorem Taxes - Property	1,800,000	1,395,741	78%	1,900,000	30,785	1,274,157	67%
Interest Income	135,000	166,014	123%	125,500	20,841	128,785	103%
Other Revenues	196,800	92,124	47%	384,886	30,823	163,016	42%
Subtotal - Instruction & General	11,253,500	8,859,640	79%	12,645,636	1,235,384	10,517,351	83%
Student Activities	38,000	40,409	106%	40,000	283	43,521	109%
Public Service	0	0	0%	0	6,800	43,901	0%
Internal Service Departments	77,000	34,700	45%	21,000	2,455	9,602	46%
Auxiliary Enterprises	1,297,900	1,366,165	105%	1,442,050	20,921	1,480,259	103%
Athletics	37,600	22,415	60%	33,600	2,801	22,771	68%
Total Current Unrestricted	12,704,000	10,323,329	81%	14,182,286	1,268,644	12,117,405	85%
CURRENT RESTRICTED FUND							
Grants	2,784,410	1,430,883	51%	3,135,237	63,360	1,063,340	34%
Student Aid	3,436,841	3,045,719	89%	3,204,007	599,961	3,227,382	101%
Total Current Restricted	6,221,251	4,476,602	72%	6,339,244	663,321	4,290,722	68%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	686	0	0%	0	0	0	0%
Projects from State STB Funds	374,617	45,015	12%	0	0	0	0%
Projects from Other State Funds	156,793	88,899	57%	116,172	0	0	0%
Interest Income	0	33,561	0%	0	6,675	73,830	0%
Subtotal - Capital & BR&R	532,096	167,475	31%	116,172	6,675	73,830	64%
Debt Service							
Interest Income	0	0	0%	55,000	6,172	54,459	99%
Total Plant Funds	532,096	167,475	31%	171,172	12,847	128,289	75%
LOAN FUND							
Interest Income / Service Fees	0	236	0%	0	0	0	0%
Total Loan Fund	0	236	0%	0	0	0	0%
GRAND TOTAL REVENUES	19,457,347	14,967,642	77%	20,692,702	1,944,812	16,536,416	80%

**NEW MEXICO JUNIOR COLLEGE
Oil and Gas Revenue Report
February 2001**

67% of Year Completed

		OIL		GAS		COMBINED		
Month of		Price	Lea County	Price	Lea County	Monthly	2000-01	Variance
Sales	Distribution	per BBL	BBLs sold	per MCF	MCF sold	Revenue	Original	Over (Under)
							Budget	Budget
April	July	\$25.13	3,385,212	\$3.20	16,968,001	309,135	177,083	132,052
May	August	\$27.75	3,566,511	\$3.36	17,837,831	356,052	177,083	178,969
June	September	\$29.78	3,550,473	\$4.28	17,687,354	347,144	177,083	170,061
July	October	\$29.43	3,363,692	\$3.93	20,220,892	363,689	177,083	186,606
August	November	\$30.24	3,350,022	\$4.14	17,377,642	408,106	177,083	231,023
September	December	\$31.12	3,471,552	\$3.27	26,113,754	371,528	177,083	194,445
October	January	\$31.51	3,543,050	\$5.22	18,704,823	432,951	177,083	255,868
November	February	\$32.92	3,377,608	\$4.84	18,035,296	378,141	177,083	201,058
December	March						177,083	
January	April						177,083	
February	May						177,083	
March	June						177,087	
Production Tax Revenue						2,966,746	2,125,000	1,550,082
Equipment Tax Revenue (see below)						215,156	375,000	0
Total Year-to-Date Oil and Gas Revenue						3,181,902	2,500,000	1,550,082

Source: New Mexico Taxation and Revenue Department

In order to stabilize the budgetary process for the 2000-01 fiscal year, oil and gas revenues were budgeted at a long-term historical average of \$15.00 per bbl for oil and \$1.90 per mcf for gas. It is recognized that actual collections will exceed this conservative historical average. Therefore, collections for the 2000-01 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
February 2001

67% 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	102-2394	6.42%	31,904
Wells Fargo Bank of Hobbs	<u>250,000</u>	2/8/01	8/8/01	181	231611237	4.40%	909
Total investments	<u><u>7,575,000</u></u>						<u><u>32,813</u></u>

Summary of Current Month's Activity	
Beginning amount	6,075,000
Plus: deposits	1,500,000
Less: withdrawals	
Ending amount	<u><u>7,575,000</u></u>

RESOLUTION

WHEREAS, Section 10-15-1 N.M.S.A. has been amended by the 41st Legislature, First Session, 1993, and

WHEREAS, the Open Meetings Act of the State of New Mexico requires an annual determination by this Board of what notice for a public meeting shall be reasonable notice to the public.

NOW, THEREFORE, BE IT RESOLVED that notice of the date, time, and place of any meeting of this Board shall be reasonable when disseminated by publication in the Hobbs News-Sun at least one day prior to the meeting.

Emergency meetings will be held only after at least twenty-four hours notice to each public news media in the New Mexico Junior College District and, insofar as practicable, actual notice is given to Board Members.

Notice of meetings closed to the public shall contain specific reference to the law authorizing the closure.

ADOPTED this 15th day of March, 2001.



CHAIRMAN

ATTEST: _____

SECRETARY



NEW MEXICO JUNIOR COLLEGE

Office of the President

MEMORANDUM

DATE: March 10, 2001
TO: New Mexico Junior College Board Members
FROM: Steve McCleery, President *Sm*
SUBJECT: Purchase of Portable Horse Stalls

As you are aware New Mexico Junior College, the New Mexico Junior College Foundation, and the Hobbs Chamber of Commerce was awarded the Conference Finals Rodeo to be held in the Lea County Event Center on May 2-5, 2001. We are one of four sites in the United States. The Conference Finals has the potential to be an important event for the community and the college. Attached is a bid from Powder River Fencing for portable horse stalls. Originally we had established a budget line item of \$9,000.00 from our capital equipment account (1 2741 11590) for this purchase. I am asking approval from the board to spend an additional \$16,000.00 from reserves to complete the purchase of the portable stalls.

Thank you for your consideration.

POWDER RIVER

LIVESTOCK HANDLING EQUIPMENT

388 East 900 South, Provo, UT 84606
 Phone: 1-801-374-2983 Fax: 1-801-377-6927
 www.powderriver.com

Attn: Wayne Smith
 505-392-5692
 505-392-5871 fx

From: Ross Gull
 Powder River Inc.
 801-374-2983
 801-377 6927 fx

Date: March 5,2001
Subject: Horse Stalls (5 sets of 10 back to back)

<u>Qty</u>	<u>Part #</u>	<u>Description</u>	<u>Price Per Unit</u>	<u>Total Price</u>	<u>Total Weight</u>
160	020-01112	Panel Tube Sq 12' X 64"	\$115.00	\$18,400.00	15,803 lbs.
100	027-16012	12' Combo Gate/Panel	\$192.00	\$19,200.00	13,082 lbs.
Total Retail / Lbs. of Steel				\$37,600.00	28,885 lbs.
Bid Discount				(\$13,160.00)	
Delivered Price				\$24,440.00	

Note: Bid is for the attached drawing

Note: Bid # 02211

Note: Bid price is valid for 60 days

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POWDER RIVER, INC.	POWDER RIVER PACKAGE BID FOR :	DATE: 2/21/01
	WAYNE SMITH HOBBS, NEW MEXICO	
388 EAST 900 SOUTH PROVO, UT 84606 PHONE # (801) 374-2983 FAX # (801) 377- 6927		SALESMAN - DRAFTSMAN - PRJ

POWDER RIVER

LIVESTOCK HANDLING EQUIPMENT

388 East 900 South .
PO Box 50758
Provo, UT 84605
Phone (801) 374-2983
Fax (801) 377-6927

Fax

To: Wayne Smith

FAX: 505-392-5871

Pages: 3

From: Ross

Date: MARCH 5, 2001

Re:

CC:

Urgent For Review Please Comment Please Reply

Comments: Wayne. Here are the changes we

Talked about (100) horse stalls

Please call with any questions

Thanks Ross



NEW MEXICO JUNIOR COLLEGE

Office of the President

MEMORANDUM

DATE: March 10, 2001
TO: New Mexico Junior College Board Members
FROM: Steve McCleery, President *SM*
SUBJECT: Joint Powers Agreement for the Firearms Training Center
New Mexico Junior College, the City of Hobbs, and Lea County

Attached is a copy of a Joint Powers Agreement between New Mexico Junior College, the City of Hobbs, and Lea County. The JPA allows for a joint initiative to build, maintain, and operate a Firearms Training Center. Each of the entities needs the use of a range, and combining our resources to build, maintain, and operate the firing range is much more efficient. Please note that the initial cost to New Mexico Junior College is \$35,000.00. After discussions with Shoobridge Law Firm, P.C. and upon Bill Shoobridge's counsel, as well as discussions/approval with Miguel Hildalgo from the Commission on Higher Education, it is my recommendation that the board approve the JPA. The initial \$35,000.00 will be taken from the institutional reserves.

Thank you for your consideration.

WILLIAM G. W. SHOBRIDGE

DIANNA L. LUCE

SHOBRIDGE LAW FIRM, P. C.

701 NORTH GRIMES STREET
HOBBS, NEW MEXICO 88240

(505) 397-2496

FAX: (505) 397-2497

E-MAIL: shooblaw@aol.com

WEBSITE: <http://www.lawyers.com/shooblaw>

December 22, 2000

Dr. Steve McCleery
New Mexico Junior College
5317 Lovington Highway
Hobbs, New Mexico 88240

Re: Joint Powers Agreement For The Firearms Training Center

Dear Dr. McCleery:

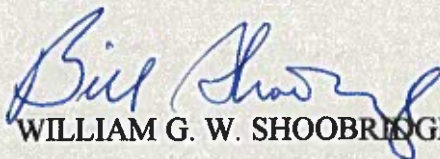
I have reviewed the JPA for the Firearms Training Center. I am not comfortable with the last sentence in Section 2.5, "Neither the business to be transacted at, nor the purpose of any regular or special meeting need be specified in the notice of such meeting." The Joint Powers Agreement Act (Section 11-1-1 et seq) contemplates governmental agencies jointly exercising powers common to all contracting parties. The college must comply with the Open Meetings Act and is providing \$35,000.00 for initial construction costs from public funds. I believe the business to be transacted should be specified in the public notice in order to comply with the Open Meetings Act.

I have also found the following typographical errors:

1. The second paragraph of the recitals "the" needs to replace "t".
2. The last paragraph of the recitals "Section" should replace "SS".
3. Paragraph 2.3, "calender" is misspelled.
4. Paragraph 6.5 "w/" should be "with".

With the above corrections, I believe the IPA complies with New Mexico law. Please let me know if you have questions or comments.

Very truly yours,


WILLIAM G. W. SHOBRIDGE

/mad
Enclosure

RECEIVED

JAN 08 2001

**PRESIDENT'S OFFICE
N.M.J.C.**

State of New Mexico
Commission on Higher Education

Main Office
1068 Cerrillos Road
Santa Fe, New Mexico 87501
Phone: 505-827-7383
Fax: 505-827-7392
higher@che.state.nm.us
http://www.nmche.org



Satellite Office
5301 Central NE, Suite 1500
Albuquerque, New Mexico 87108
Phone: 505-841-6611
Fax: 505-841-6617
higher@che.state.nm.us
http://www.nmche.org

March 7, 2001

Dr. Steve McCleery, President
New Mexico Junior College
5317 Lovington Highway
Hobbs, NM 88240

Dear Dr. McCleery:

As per our previous discussion regarding the proposed collaborations between the New Mexico Junior College, City of Hobbs, and Lea County or the development and operation of a multi use of Regional Firearms Training Committee. I would like to formally acknowledge the following.

Upon review of the proposed joint power's agreement, the proposed agreement effectively provides for collaboration and benefits to all parties. The establishment of this Regional Center provides for non-duplication of facilities and services benefiting all residents of Southeastern New Mexico.

This letter formally acknowledges and supports the proposed development of a Regional Firearms Center as beneficial to the students enrolled in the corrections or law enforcement training programs at New Mexico Junior College.

If I can be of further assistance in the development of this project or should you have further questions do not hesitate to call.

Sincerely,

A handwritten signature in cursive script, appearing to read "Miguel Hidalgo".

Miguel Hidalgo
Director of Capital Projects

Cc: Bruce D. Hamlett

**JOINT POWERS AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF A
REGIONAL FIREARMS TRAINING CENTER**

THIS AGREEMENT made this _____ day of _____, 2001, by and between the New Mexico Junior College (hereinafter "NMJC"), City of Hobbs, New Mexico (hereinafter "City of Hobbs"), and Lea County, New Mexico (hereinafter "Lea County"); and.

WHEREAS, the parties to this agreement are public agencies; and

WHEREAS, the purpose of this agreement is to establish and operate a regional firearms training facility to more effectively and efficiently provide training for currently employed regional law enforcement and correctional officers, as well as those individuals currently enrolled in corrections or law enforcement training programs at NMJC.

WHEREAS, it is necessary that the parties provide a method by which the purpose of this agreement can be accomplished and the manner in which any power will be exercised under this agreement; and

WHEREAS, the parties to this agreement are acting pursuant to the Joint Powers Agreement Act, Section 11-1-1, et seq., NMSA 1978, and subject to the approval of the Secretary of Finance and Administration.

NOW, THEREFORE, it is mutually agreed as follows:

1. GENERAL PROVISIONS:

- 1.1 Pursuant to the provisions of this Joint Powers Agreement, the parties agree that a separate entity to be known as the Southeastern New Mexico Regional Firearms Training Center (hereinafter "Firearms Training Center") is hereby organized and empowered as set forth herein.
- 1.2 The parties agree that, by execution of this Agreement, they jointly and severally constitute, authorize, and empower the Firearms Training Center as a separate entity, with full powers to do all things necessary to carry out the duties delegated hereunder.
- 1.3 The main office and headquarters for the Firearms Training Center shall be located at NMJC in Hobbs, New Mexico or such other location in Lea County as is mutually acceptable to the parties.
- 1.4 The facilities for the Firearms Training Center will be located in Hobbs and Lea County, New Mexico. The facilities will include designated classrooms and related facilities at New Mexico Junior College as needed/recommended by the Director of Criminal Justice and

those spaces, owned/operated by the City of Hobbs and Lea County, New Mexico.

1.5 The Firearms Training Center will, based upon availability, provide a firearms training location and facilities for currently employed regional law enforcement and correctional officers as well as students enrolled in law enforcement or corrections training programs at NMJC.

2. **GOVERNING BOARD-BOARD OF DIRECTORS:**

2.1 The Firearms Training Center will come under the direction of the Southeast New Mexico Regional Law Enforcement Academy Board of Directors. The members of this Board of Directors shall be:

- (1) The President of NMJC or his designee
- (2) The Vice President for Instruction of NMJC
- (3) The Dean of Arts and Sciences of NMJC
- (4) The Chief of Police for the City of Hobbs
- (5) The Assistant City Attorney for the City of Hobbs.
- (6) The District Attorney for the 5th Judicial District or his designee as ex-officio member to assist and advise the governing body in carrying out the purpose of this agreement.

2.2 The Board of Directors shall elect one member as Chairman, one member as Chairman Pro-tem and one member as Secretary of the Board. Officers shall be elected every two years. A special election shall be held if there is a vacancy in an office prior to the expiration of regular term of office.

2.3 Regular meetings of the Board of Directors shall be held quarterly based upon a calendar year. The time, date and place shall be specified in the notice as set forth in 2.5 below.

2.4 Special meetings of the Board of Directors may be called by or at the request of the Chairman or any two members of the board. The person or persons authorized to call the special meetings shall fix a time, date and place within Lea County, New Mexico for the special meeting.

2.5 Notices of meetings shall be given at least two (2) days prior thereto by written notice delivered personally, or delivered via facsimile transmission or U.S. Mail to each member at his business address. If mailed, such notice shall be deemed to be delivered three (3)

days following the date such notice was deposited in the U.S. Mail so addressed and with postage prepaid. Any member may waive notice of any meeting. The attendance of a member at a meeting shall constitute a waiver of notice except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at any regular or special meeting shall be specified in the notice of such meeting.

3. **GENERAL POWERS OF THE BOARD OF DIRECTORS:**

- 3.1 The activities of the Firearms Training Center shall be conducted by the Board of Directors.
- 3.2 The Board of Directors may adopt By-Laws and Rules and Regulations as it deems necessary to conduct the affairs of the Firearms Training Center.
- 3.3 Each member of the Board of Directors shall have one (1) vote. There shall be no proxy voting but each member may select an alternate to attend the meeting and vote on that member's behalf.
- 3.4 The majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting, but if less than such majority is present at a meeting, a majority of the members present may adjourn the meeting from time to time without further notice.
- 3.5 The act of the majority of the members present at which a quorum is present shall be act of the governing body.

4. **POWERS OF THE FIREARMS TRAINING CENTER**

The Firearms Training Center shall be empowered and authorized to do the following:

- 4.1 Exercise all rights and powers common to any of the parties to this Joint Powers Agreement in order to establish and operate the Southeastern New Mexico Regional Firearms Training Center.
- 4.2 Purchase, take, receive, lease or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein.
- 4.3 Make contracts and incur liabilities.
- 4.4 Conduct its business, carry on its operations, have officers and exercise the powers of a government entity concerning ownership and operation of a regional firearms training center.

- 4.5 Engage in any other act as may be necessary for a governmental entity to organize, own, administer and operate a regional law enforcement training facility.

5. **AGENCIES INCLUDED IN REGIONAL FIREARMS TRAINING**

- 5.1 The Firearms Training Center will provide basic firearms training for the basic Corrections and Law Enforcement Academies as well as NMJC academic courses in Firearms Proficiency.
- 5.2 The Firearms Training Center will be accessible to southeast New Mexico law enforcement agencies subject to scheduling at the discretion of the NMJC Director of Criminal Justice.
- 5.2 The Firearms Training Center may provide basic firearms training for other law enforcement and correctional agencies on terms and conditions established by the Board of Directors.
- 5.3 The Firearms Training Center may provide basic firearms training, in-service (advanced) training or safety training to other governmental agencies, universities or colleges, public or private corporations, associations or partnerships and the general public on terms and conditions determined by the Board of Directors.

6. **INITIAL OPERATING COST**

- 6.1 NMJC shall provide \$35,000.00 to be utilized toward the initial construction costs of the Firearms Training Center.
- 6.2 Lea County will provide labor and equipment to move and form the necessary shooting burns, parking area and preparation for concrete work in the actual shooting area.
- 6.3 Lea County, will provide for the necessary land to construct the entire facility.
- 6.4 The City of Hobbs, will provide a complete F.A.T.S. (Firearms Training System) to be housed on the New Mexico Junior College campus to be utilized as an integral part of the Firearms Training Center.
- 6.5 The objective of the training center is to have firearms range consisting of the following components: bleachers, operations booth, 10' chain link perimeter fence and gates, concrete pad and concrete shooting lanes, dirt bunkers, grass, target stands, necessary mechanics for computerized hydraulic and/or electric target operations, bathroom facilities, 20 lane/50 yard handgun shooting range, 5 lane/100 yard rifle shooting range,

separate bunkered area for a practical combat shooting range and a cinder block enclosure with overhead catwalk to be used for chemical agents training, building searches, cell searches/extractions and simulated entry scenarios. All participating entities to this Joint Powers Agreement will work together in a joint effort to achieve this overall objective by the Summer of 2003.

7. ANNUAL BUDGET AND OPERATING COSTS

- 7.1 The Firearms Training Center shall prepare an annual budget which shall be included in the Southeastern new Mexico Regional Law Enforcement Training Academy budget. The annual budget shall not be effective until it is approved by the New Mexico Junior College Board of Directors and the Commission on Higher Education.
- 7.2 NMJC shall provide office space at the College and office equipment for the main office of the Firearms Training Center. Said office shall house the Director of Criminal Justice who will coordinate the use of the Firearms Training Center. NMJC shall further provide designated classroom space for academic firearms training courses conducted by approved law enforcement and corrections agencies.
- 7.3 NMJC will provide for routine inspection and mechanical maintenance for all target and control systems. Target and control systems or any other part of the training facility that are damaged through negligence shall be the financial responsibility of the agency using the range at the time the damage was incurred. Each agency assumes this responsibility and agrees to make timely repairs to prevent the training center from being non-functional for an extended period of time.
- 7.4 With the exception of member agencies to the Joint Powers Agreement, all use of the range and the Firearms Training System (F.A.T.S.) shall be scheduled through either the NMJC Criminal Justice or the Assistant Director of the Law Enforcement Training Academy.
- 7.5 The City of Hobbs shall provide the use of the indoor shooting range located at the Hobbs Police Department for courses conducted by the Law Enforcement Training Academy.

8. FUNDS AND OPERATIONS

- 8.1 NMJC shall be the fiscal agent for the Firearms Training Center. As the fiscal agent, the College shall manage all revenues, maintain all accounts and receive and disburse all funds on behalf of the Corrections Academy.

9. **BOOKS AND RECORDS**

9.1 The Firearms Training Center shall maintain adequate and correct accounts of its funds, properties and business transactions, which accounts shall be open to inspection at any reasonable time by the parties hereto, their accountants or their agents.

10. **TERMINATION OF JOINT POWERS AGREEMENT**

10.1 This Joint Powers Agreement shall continue in full force and effect, subject to amendments, until terminated by a majority of the then parties.

10.2 Participation in this Joint Powers Agreement may be terminated by written notice to the Firearms Training Center at least 180 days prior to the effective date of the notice. New Mexico Junior College, Lea County, New Mexico and the City of Hobbs, NMJC, Lea County and the City of Hobbs may provide termination with or at the recommendation of either the College President, Lea County Sheriff or Chief of Police, with the final approval from the NMJC Board of Directors, the Lea County Commission, or the Hobbs City Commission, as is applicable. Personal property of the Firearms Training Center shall be returned to said party in proportion to the percentage of contribution by said party to its original acquisition.

10.3 Upon termination of this Joint Powers Agreement by a majority of the parties, the powers granted to the Firearms Training Center under this Agreement shall continue to the extent necessary to make an effective distribution of the property.

10.4 Upon termination of this Joint Powers Agreement by a majority of the parties, the personal property shall be divided by the Board of Directors of the Southeast New Mexico Law Enforcement Training Academy among the participating parties remaining at the time of termination in proportion to the percentage of each members contributions to the acquisition of the personal property.

10.5 Upon termination of this Agreement, any surplus of money shall be returned to the final parties to this Agreement in proportion to the contributions made.

11. **AMENDMENT**

11.1 This Joint Powers Agreement may be amended by the parties from time to time. Any amendment shall be in writing, executed and approved by all the then parties thereto.

12. **SEVERABILITY**

If any one or more of the provision contained in this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect other provisions hereof, and the Joint Powers Agreement shall be constructed as if such invalid, illegal or unenforceable provision had never been a part hereof.

13. **EFFECTIVE DATE**

This Joint Powers Agreement shall be in full force and effective upon execution and approval of the Department of Finance and Administration and all parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized officers, agents or representatives.

CITY OF HOBBS, NEW MEXICO

BY: _____
Mr. Jimmy Woodfin, Mayor

BY: _____
Mr. Bo Thomas, City Manager

HOBBS POLICE DEPARTMENT

BY: _____
Mr. Tony Knott, Chief of Police

NEW MEXICO JUNIOR COLLEGE

BY: _____
Dr. Steve McCleery, President, NMJC

BY: _____
Mr. Monty Newman, Chairman of the Board, NMJC

Approved as to form:

NEW MEXICO JUNIOR COLLEGE

BY: _____
Mr. Bill Shoobridge, NMJC Attorney

CITY OF HOBBS, NEW MEXICO

BY: _____
Mr. Gary Don Regan, Attorney, City of Hobbs

LEA COUNTY, NEW MEXICO

BY: _____
Mr. Ken Batson, Chairman, Board of Lea County Commissioners
Approved as to form:

LEA COUNTY, NEW MEXICO

BY: _____
Mr. Larry Hanna, Attorney, Lea County, New Mexico

NEW MEXICO JUNIOR COLLEGE

Human Resources
5317 Lovington Highway
Hobbs, NM 88240

To: Faculty and Staff
From: Lisa Brown LB
Through: Dan Hardin DA
Date: March 23, 2001
RE: NMJC Supplemental Retirement Plan (SRP) Summary Plan Description

On March 15, 2001 the NMJC Board adopted a resolution authorizing adoption of the SRP Restatement. Attached please find a copy of the NMJC Supplemental Retirement Plan Summary Plan Description. This document details the provisions of our plan. If you have any questions or need assistance, please call me at 392-5229 or Kathy Miller, Benefits Specialist, at 392-4527.

Thank you.

**NEW MEXICO JUNIOR COLLEGE
SUPPLEMENTAL RETIREMENT PLAN**

SUMMARY PLAN DESCRIPTION

SPONSORED BY:

NEW MEXICO JUNIOR COLLEGE

EMPLOYER IDENTIFICATION NUMBER: 85-9193990

PLAN NUMBER: 002

EFFECTIVE DATE OF PLAN: April 29, 1999

EFFECTIVE DATE OF RESTATEMENT OF PLAN: July 1, 2000

PLAN YEAR END: June 30

PLAN ADMINISTRATOR: New Mexico Junior College

003-041200-120400

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NEW MEXICO JUNIOR COLLEGE SUPPLEMENTAL RETIREMENT PLAN

ARTICLE I INTRODUCTION TO THE PLAN

1.01 WHAT IS THE PURPOSE OF THIS PLAN?

NEW MEXICO JUNIOR COLLEGE (hereinafter "NMJC") has amended the NEW MEXICO JUNIOR COLLEGE SUPPLEMENTAL RETIREMENT PLAN as of July 1, 2000. NMJC continues to maintain this Plan in order to provide funds for your retirement and to provide funds for your beneficiary(ies) in the event of your death. The Plan was established for the exclusive benefit of the Participants and their Beneficiaries.

1.02 WHAT TYPE OF RETIREMENT PLAN IS THIS?

This Plan is a "Tax Deferred Annuity" or "403(b)" Plan. "403(b)" is the section of the Internal Revenue Code which governs this type of plan.

The Plan is funded exclusively through the purchase of annuity contracts from The Variable Annuity Life Insurance Company (VALIC). If permitted by NMJC, annuities from other companies may be offered.

Each year you may elect, in writing, to defer a portion of your Compensation. The amount of your deferral is then used to purchase annuity contracts on your behalf. Your deferral is on a pre-tax basis, meaning that it is not subject to federal income tax (but is subject to Social Security taxes) and results in a deduction from your taxable income for that year. Depending on the laws of your state, your deferral may also be deductible from your taxable income for state income tax purposes.

In addition, NMJC will, under the terms of the Plan, make annuity purchase payments on your behalf. These contributions are also exempt from federal income taxation until they are distributed from the Plan.

1.03 HOW ARE CONTRIBUTIONS TO THE PLAN INVESTED?

As previously stated, contributions to the Plan are invested exclusively in annuity contracts issued by VALIC and any other life insurance companies approved by NMJC for use in this Plan and approved for sale in this state. These contracts provide for contributions to be held and credited with interest, or gains and losses, depending on the

type of contract. Your benefits under the Plan will be in the form of payments under these annuity contracts, which may be in the form of periodic payments to you at regular intervals either for a period certain or for one or more lives.

Each annuity contract issued to Participants in the Plan must meet the requirements of Section 403(b) of the Internal Revenue Code and other IRS guidelines which govern a 403(b) Plan.

All contributions made to the Plan on your behalf will be placed in individual Accounts in your name although they may not be fully "vested" (see Article VII). The Plan will maintain control of these Accounts as long as they remain under the Plan.

YOU SHOULD CAREFULLY REVIEW THE CONTRACT, CERTIFICATE, PROSPECTUS, OR OTHER MATERIAL PROVIDED BY NMJC OR THE INSURANCE COMPANY TO UNDERSTAND YOUR OPTIONS UNDER THE CONTRACT, HOW THE PLAN FUNDS ARE INVESTED, AND ANY CHARGES WHICH MAY APPLY. HOWEVER, IF THERE IS EVER A CONFLICT BETWEEN THE PROVISIONS OF THIS PLAN AND ANY MATERIAL YOU RECEIVE FROM VALIC OR ANOTHER INSURANCE COMPANY CONTRACT OFFERED BY THE PLAN, THE PLAN PROVISIONS WILL APPLY. ADDITIONAL INFORMATION MAY BE OBTAINED FROM THE PLAN ADMINISTRATOR.

1.04 WHAT FUND SPONSORS AND FUNDING VEHICLES ARE AVAILABLE UNDER THE PLAN?

Plan Contributions are invested in one or more Funding Vehicles available to Participants under this Plan. The approved Fund Sponsors and their Funding Vehicles are:

A. Teachers Insurance and Annuity Association (TIAA)

TIAA Group Retirement Annuity (GRA):

Traditional Annuity
Real Estate Account

B. College Retirement Equities Fund (CREF)

CREF Group Retirement Unit-Annuity (GRA):

Stock Account
Money Market Account
Bond Market Account
Social Choice Account
Global Equities Account
Growth Account
Equity Index Account
Inflation-Linked Bond Account

C. Variable Annuity Life Insurance Company (VALIC)

Putnam Global Growth Fund
Templeton Foreign Fund
AGSPC Science & Technology Fund
Putnam New Opportunities Fund
Putnam OTC Emerging Growth Fund
Twentieth Century Ultra Investor's Fund
AGSPC Growth Fund (T. Rowe Price)
Founders Growth Fund
AGSPC Social Awareness Fund
AGSPC Stock Index Fund (Bankers Trust)
Neuberger and Berman Guardian Trust
Scudder Growth and Income Fund
Vanguard / Windsor II
Vanguard / Wellington Fund
AGSPC International Government Bond Fund
Vanguard Long-term Corporate Portfolio
Vanguard Long-term U.S. Treasury Portfolio
AGSPC Money Market Fund
Fixed Account Plus
Short-term Fixed Account

1.05 WHAT IS A "SUMMARY PLAN DESCRIPTION"?

The Summary Plan Description is a brief explanation of the Plan as well as of your rights, obligations, and benefits under the Plan. This Summary Plan Description is not intended to interpret, extend or change the provisions of the Plan in any way. The provisions of the Plan may be determined accurately only by reading the actual provisions of the Plan document, copies of which may be obtained from NMJC. The Plan Administrator (see section 2.02) will answer any questions concerning the Plan or this Summary Plan Description.

Certain words which are capitalized are "defined terms". That is, they are defined for this Plan in a certain way. The definitions are provided throughout this Summary Plan Description and an alphabetical index of the terms can be found at the back.

In the event of any discrepancy between this Summary Plan Description and the actual provisions of the Plan, the Plan will govern.

ARTICLE II
GENERAL PLAN INFORMATION

There is certain general information about the Plan which you should know. This information is contained in this section.

2.01 HOW CAN THE PLAN BE IDENTIFIED?

A. The name of the Plan is NEW MEXICO JUNIOR COLLEGE SUPPLEMENTAL RETIREMENT PLAN.

B. NMJC has assigned Plan Number 002 to this Plan.

C. NMJC's full name, address and Employer Identification Number (EIN) are listed below:

New Mexico Junior College
5317 Lovington Highway
Hobbs, New Mexico 88240
85-9193990

2.02 WHO IS THE "PLAN ADMINISTRATOR"?

The Plan Administrator is the person or organization responsible for keeping the records of the Plan and the day-to-day operation of the Plan. The Plan Administrator will also answer any questions you may have concerning the Plan's operation. The name, address and telephone number of the Plan Administrator are listed below:

New Mexico Junior College
5317 Lovington Highway
Hobbs, New Mexico 88240
(505) 392-5210

2.03 WHO IS THE "AGENT FOR SERVICE OF LEGAL PROCESS"?

The name, address and telephone number of the Plan's Agent for Service of Legal Process are listed below:

Vice President for Finance
New Mexico Junior College
5317 Lovington Highway
Hobbs, New Mexico 88240
(505) 392-5210

Service of legal process concerning the Plan may also be made upon NMJC. The Plan will be governed by the laws of the state (New Mexico) in which it is executed, except for those matters in which federal law preempts state law.

ARTICLE III
IMPORTANT DATES

3.01 WHAT IS THE "EFFECTIVE DATE" OF THE PLAN?

This is a restatement of a prior plan which was originally effective April 29, 1999. The Effective Date of this restatement is July 1, 2000.

3.02 WHAT IS THE "PLAN YEAR"?

The Plan is based on a 12 month period known as the Plan Year. The Plan Year begins on July 1 and ends on June 30.

ARTICLE IV
ELIGIBILITY REQUIREMENTS

4.01 HOW DO I BECOME ELIGIBLE TO MAKE ELECTIVE DEFERRALS?

A. Excluded Employees. All Employees are eligible to make Elective Deferrals (see section 6.01) under the Plan except for those listed below. Independent contractors who are considered "leased employees" of NMJC for certain federal income tax purposes are not Employees and are not eligible to make Elective Deferrals.

All Employees who are classified as Part-time, Temporary or Seasonal Employees will be excluded from making Elective Deferrals.

B. Eligibility Requirements. There are no other requirements. If you are not a member of an excluded group, you will be eligible to begin making Elective Deferrals to the Plan upon the date your employment begins. NMJC may impose administrative limitations on when and how often you may start, stop, or change the amount of your deferrals in any year.

4.02 HOW DO I BECOME ELIGIBLE FOR EMPLOYER CONTRIBUTIONS?

A. Eligible Class of Employees. You may become eligible to receive Employer Contributions under this Plan if you are part of one of the employment classifications listed below:

All Employees. Independent contractors who are considered "leased employees" of NMJC for certain federal income tax purposes are not Employees.

B. Excluded Employees. All Employees in subsection A can become eligible to receive Employer Contributions under this Plan except:

All Employees who are classified as Part-time, Temporary or Seasonal Employees will not be eligible for Employer Contributions.

C. Eligibility Requirements. There are no age or service requirements. If you are an Employee in the Eligible Class and are not an Excluded Employee, you will be eligible for Employer Contributions upon the date your employment begins.

4.03 WHEN DOES MY PARTICIPATION IN THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS BEGIN?

After you have satisfied the Plan's eligibility requirements for Employer Contributions, you will become a Participant in the Plan. You will become a Participant on a specified day of the Plan Year. This day is called the "Plan Entry Date".

If you are employed on the Effective Date of the Plan and have satisfied the eligibility requirements, your Plan Entry Date is the Plan's Effective Date. Otherwise, you will enter the Plan on the Plan Entry Date indicated below.

The Plan Entry Date is the first payroll period beginning after the date you meet the Plan's eligibility requirements.

4.04 WHEN DO I BECOME ELIGIBLE TO RE-ENTER THE PLAN FOR PURPOSES OF RECEIVING EMPLOYER CONTRIBUTIONS IF I AM REHIRED AFTER TERMINATING MY EMPLOYMENT WITH NMJC?

If you are reemployed after a Break in Service (see section 5.08), you will become eligible for Employer Contributions as of the later of the date you return or the date you satisfy the eligibility requirements of section 4.02. Service before such Break in Service will be taken into account immediately.

ARTICLE V
DEFINITION OF SERVICE WITH NMJC

5.01 WHAT IS AN "HOUR OF SERVICE"?

The term "Hour of Service" has a special meaning for Plan purposes. You will be credited with an Hour of Service for:

- (a) each hour for which you are paid, or entitled to payment, for the performance of duties for NMJC; plus,
- (b) each hour for which you are paid, or entitled to payment, by NMJC for a period of time during which no duties are performed for the following reasons: vacation, holiday, illness, incapacity (including Disability), layoff, jury duty, military duty, or leave of absence; plus,
- (c) each hour for which back pay is awarded or agreed to by NMJC.

5.02 WHAT IS A "YEAR OF SERVICE"?

The term "Year of Service" is used throughout this Summary Plan Description and is very important. A Year of Service is a Computation Period during which you are credited with at least 1,000 Hours of Service.

You will always receive credit for a Year of Service for Vesting (see Article VII) if you are credited with at least 1,000 Hours of Service during the Computation Period (see section 5.03B) regardless of the special requirements, if any, of section 5.09.

5.03 WHAT IS A "COMPUTATION PERIOD"?

A. For Eligibility Purposes. This section is not applicable. The Plan does not include a service requirement for eligibility purposes.

B. For Vesting Purposes. This section is not applicable. The Plan provides 100% Vesting immediately.

5.04 DOES SERVICE WITH ANOTHER EMPLOYER COUNT AS SERVICE UNDER THIS PLAN?

Only Years of Service with NMJC are recognized by this Plan.

5.05 ARE YEARS OF SERVICE BEFORE MY PLAN ENTRY DATE RECOGNIZED FOR VESTING PURPOSES?

Years of Service with NMJC prior to your Plan Entry Date (see section 4.03) will be counted for Vesting purposes.

5.06 ARE YEARS OF SERVICE BEFORE THE EFFECTIVE DATE OF THE PLAN RECOGNIZED FOR VESTING PURPOSES?

Years of Service with NMJC prior to the Effective Date (see section 3.01) of the Plan (or any predecessor plan) will be counted for Vesting purposes.

5.07 WHAT IS "SEPARATION FROM SERVICE"?

"Separation from Service" is the date your employment with NMJC terminates for any reason.

5.08 WHAT IS A "BREAK IN SERVICE"?

A "Break in Service" is a Computation Period in which you do not complete more than 500 Hours of Service with NMJC. You will not be considered to have a Break in Service in the Plan Year in which you become a Participant, die, retire or become disabled. You will receive credit for Hours of Service for certain authorized leaves of absence and maternity or paternity leaves of absence.

You will be credited with a certain number of Hours of Service automatically, even if you are not at work, if you are absent for one of the following reasons: (a) pregnancy, (b) the birth of a child, (c) adoption of a child, or (d) for purposes of caring for such a child for a period immediately following such birth or placement. You must furnish to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service.

A period of unpaid FMLA leave will not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This will not increase the number of Years of Service that would otherwise be credited to you, but will prevent you from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules will apply.

If you terminate your employment with NMJC and are rehired before a Break in Service, you will continue to participate in the Plan as if your termination of employment had not occurred.

If you terminate your employment with NMJC and are rehired after a Break in Service, your service before and after the Break will be counted for Vesting only after you have completed one Year of Service following the date you are rehired.

If you are rehired before having 5 or more consecutive Breaks in Service and were vested in any portion of your Account derived from Employer contributions, you will receive credit for all Years of Service credited to you before your Break in Service.

You will receive credit for all Years of Service credited to you before your Break in Service if you are rehired after five or more consecutive Breaks in Service, and:

- (a) You were vested in any portion of your Accounts derived from Employer Contributions; or,
- (b) Your number of prior Years of Service exceed that of the Breaks in Service.

If you do not have a "vested interest" (see Article VII) in any of the Employer Contributions to your Accounts and are reemployed following a Break in Service, you will lose credit for your pre-break Years of Service if the number of your consecutive one-year Breaks in Service exceeds or equals the greater of:

- (a) five; or,
- (b) the number of your pre-break Years of Service.

5.09 WHAT SPECIAL SERVICE REQUIREMENTS DETERMINE WHETHER I RECEIVE AN EMPLOYER CONTRIBUTION DURING A GIVEN PLAN YEAR?

There are no special service requirements for receiving Employer Contributions.

ARTICLE VI
CONTRIBUTIONS TO THE PLAN

6.01 WHAT ARE "ELECTIVE DEFERRALS"?

A. Definition. You may contribute to the Plan by entering into a salary reduction agreement with NMJC, whereby you agree to reduce your future salary payments by a specific amount, and NMJC agrees to apply such salary reduction amounts as annuity purchase payments on your behalf. Your salary reduction amounts are called "Elective Deferrals". NMJC may impose certain administrative limitations on the number of times you may change the amount of your deferrals to the Plan during any year.

B. Minimum Elective Deferrals. You will be permitted to make Elective Deferrals in any amount up to the maximum allowed in section C below. A minimum of \$10.00 per month is required.

C. Maximum Elective Deferrals. You will be permitted to make Elective Deferrals up to the maximum allowed by current law.

D. Limitations on Favorable Tax Treatment. Contributions made by you and NMJC, if any, are generally not taxable when made to the Plan. Instead, you are taxed when withdrawals are made from the Plan. You will pay tax if the total contributions in a year exceed limitations under the Federal tax laws. These limits are complicated in the case of tax deferred annuities (also called "tax sheltered annuities") and you should consult the Plan Administrator if you have any questions. Generally, the total contributions may be subject to tax if they exceed the lesser of 25% of your compensation (after certain adjustments) in any year, or \$30,000 (this dollar amount may be adjusted periodically to reflect increases in the cost of living). However, contributions may also be subject to tax if they exceed the "exclusion allowance" limitation that applies to 403(b) plans. In addition, your own salary reduction contributions may not exceed a specified amount for the calendar year unless certain exceptions apply to you. That amount, which is indexed for inflation in \$500 increments, is \$10,500 for 2000.

6.02 WHAT CONTRIBUTIONS WILL NMJC MAKE TO THE PLAN?

The following contributions will be made for you if you are eligible for Employer Contributions:

NMJC will contribute \$1.00 for every \$1.00 of the Employee's Elective Contribution, up to a set percentage of the Employee's gross salary. Employer Matching Contributions will be calculated and made on a quarterly basis. The amount of contribution made by NMJC is within NMJC's discretion and may vary from Plan Year to Plan Year.

6.03 WHAT ARE "EXCESS DEFERRALS"?

If the amounts you have contributed to the Plan under a salary reduction agreement with NMJC exceed the annual dollar limit (maximum allowed by current law; see section 6.01D) on Elective Deferrals, you may request (not later than March 1 after the close of such taxable year) that any portion of your "Excess Deferrals" and the interest earned on such portion be returned to you. This is particularly important if you participate in more than one salary deferral arrangement (even with other employers).

Excess Deferrals must be returned to you no later than April 15 after the taxable year for which they occurred in order to avoid double taxation of the amount. Excess Deferrals are included in your gross income and are taxable for the year in which they were made, but any income earned on the excess is taxable in the year in which the Excess Deferrals are returned. If the excess is not distributed to you by April 15, the Excess Deferrals are not only taxable in the year in which they were made but are also taxable in the year in which they were distributed.

6.04 WHAT ARE "EXCESS CONTRIBUTIONS"?

This section is not applicable.

6.05 WHAT DOES "COMPENSATION" MEAN FOR PLAN PURPOSES?

A. Definition. For Plan purposes, "Compensation" means the amount paid to you by NMJC for services rendered during the Plan Year. For Plan Years beginning on or after January 1, 1996, this amount is \$150,000 (as indexed for inflation; \$170,000 for 1997).

B. Treatment of Elective Deferrals. The Compensation taken into account for Plan purposes (under subsection A above) will include your Elective Deferrals.

C. Compensation Prior to Plan Entry Date. In the Plan Year in which you become eligible for Employer Contributions, NMJC will make contributions for you based on the Compensation you earned on and after your Plan Entry Date.

6.06 DOES THE PLAN ACCEPT TRANSFERRED FUNDS FROM ANOTHER 403(B)?

You may transfer funds from another 403(b) to this 403(b) Plan. This may be done by first rolling the distribution from the other 403(b) plan to an Individual Retirement Account or Annuity (IRA), and then moving the IRA funds to this 403(b) Plan. Or, the payor or Plan Administrator of the other 403(b) plan may transfer or directly rollover your distribution to this 403(b) Plan. In any event, your Account derived from transfers/direct rollovers/rollovers will be fully vested, but will be subject to the rules of this 403(b) Plan.

ARTICLE VII
VESTING IN THE PLAN

7.01 WHAT IS "VESTING"?

"Vesting" is that portion of your Accounts which cannot be forfeited. It is directly related to your length of service with NMJC and is expressed as a percentage of your Account balances. Other terms which may be used to represent your Vesting are "nonforfeitable interest", "vested interest" or "vested percentage".

7.02 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM MY CONTRIBUTIONS TO THE PLAN?

At all times, you will be fully vested in your Accounts derived from your Elective Deferrals.

7.03 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM NMJC'S CONTRIBUTIONS TO THE PLAN?

Your "vested percentage" in your Accounts derived from NMJC's contributions is determined by the Vesting schedule elected by NMJC.

The following schedule may not apply upon your Disability, death, or retirement (normal or early, if applicable). Section 7.04 below will explain any special Vesting provisions which apply upon any of the above mentioned events.

Please note that the term "Year of Service" has a specific meaning under the terms of this Plan, as explained in Article V.

The Plan's Vesting schedule for NMJC's Contributions is as follows:

100% Immediately

7.04 HOW DOES VESTING AFFECT ANY ACCOUNTS DERIVED FROM NMJC'S CONTRIBUTIONS UPON DISABILITY, DEATH, OR RETIREMENT?

A. Disability. If you become disabled (see section 8.03) while employed by NMJC, the portion of your Accounts derived from Employer Contributions will be fully vested.

B. Death. If you die while actively employed by NMJC, the portion of your Accounts derived from Employer Contributions will be fully vested.

C. Early Retirement. This section is not applicable.

D. Normal Retirement. Upon your Normal Retirement Age (see section 8.01) while still employed by NMJC, the portion of your Accounts derived from Employer Contributions will be fully vested.

7.05 WHAT ARE "FORFEITURES"?

"Forfeitures" are created when a Participant terminates employment before becoming entitled to 100% of the Accounts derived from NMJC's contributions.

The Plan provides 100% Vesting at all times. No Forfeitures will arise under this Plan.

7.06 WHAT HAPPENS TO NON-VESTED MONEY IF I TERMINATE MY EMPLOYMENT AND AM LATER REHIRED?

This section is not applicable. The Plan provides 100% Vesting at all times.

ARTICLE VIII
BENEFITS UNDER THE PLAN

8.01 WHAT IS "NORMAL RETIREMENT"?

A. Normal Retirement Age. Your Normal Retirement Age is the date on which you reach age 55.

B. Normal Retirement Date. Your Normal Retirement Date is the first day of the first month after you reach your Normal Retirement Age.

8.02 WHAT IS "EARLY RETIREMENT"?

This Plan does not provide for specific Early Retirement Benefits. This event is treated like any other Separation from Service under Article VIII (see section 8.04).

8.03 WHAT IS "DISABILITY"?

Under this Plan, Disability is defined as "a Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months". You will be considered disabled only if the permanence and degree of such impairment is supported by medical evidence.

8.04 WHAT BENEFITS ARE PROVIDED UPON MY SEPARATION FROM SERVICE?

The Plan is designed to encourage you to stay with NMJC until retirement. If you terminate your employment prior to retirement, you will be entitled to the "vested percentage" of the contributions, if any, made by NMJC to your Accounts. Non-vested balances, if any, will be forfeited.

8.05 DOES THE PLAN PROVIDE FOR PARTICIPANT LOANS?

The Plan does not provide for loans.

8.06 DOES THE PLAN ALLOW HARDSHIP WITHDRAWALS?

Under the terms of the Plan, you may elect to withdraw part or all of your Accounts (excluding the earnings thereon) in the event of "hardship". A "hardship" is defined as an immediate and heavy financial need for which you lack other reasonably available resources. The Plan Administrator, in his or her discretion, will review your request for a hardship withdrawal. Examples of hardship include the following:

(a) expenses already incurred or necessary for anticipated medical care, defined in Section 213(d) of the Code, for you, your spouse, your children or dependents;

(b) the purchase (excluding mortgage payments) of your principal residence;

(c) the need to prevent eviction from or foreclosure of the mortgage on your principal residence; and,

(d) payment of tuition and related educational fees, including room and board expenses, for the next 12 months of post-secondary education for you, your spouse, your children or dependents.

The amount of your hardship distribution may be adjusted upwards to cover any federal, state or local taxes, including penalty taxes, that can reasonably be anticipated to result from the distribution.

A hardship distribution will be considered an immediate and heavy financial need if the amount of the distribution is not in excess of the amount necessary to meet the financial need and you have obtained all other distributions and nontaxable loans which are available to you from all plans of the Employer.

You may not make Elective Deferrals for twelve months from the date you receive the hardship distribution. Your Elective Deferrals limit for the tax year following the tax year in which you receive the hardship distribution will be reduced by the amount of the distribution. You should be aware that NMJC will report any hardship distribution as a taxable distribution for the calendar year of receipt and such distribution may also be subject to a 10% early distribution tax.

ARTICLE IX
BENEFIT PAYMENT OPTIONS

9.01 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME WHILE I AM STILL EMPLOYED BY NMJC?

A. Elective Deferrals. The portion of your Accounts derived from Elective Deferrals will be available for distribution prior to your termination of employment with NMJC under the following circumstances:

- (1) in the event of hardship (see section 8.06); or,
- (2) after you reach age 59-1/2.

B. Contributions Made by NMJC. The portion of your Accounts derived from Employer Contributions will be available for distribution prior to your termination of employment with NMJC in the event of hardship (see section 8.06).

9.02 UNDER WHAT CIRCUMSTANCES ARE DISTRIBUTIONS AVAILABLE TO ME AFTER I TERMINATE EMPLOYMENT WITH NMJC?

A. Elective Deferrals. The portion of your Accounts derived from Elective Deferrals will be available for distribution at any time after your termination of employment with NMJC.

B. Contributions Made by NMJC. After your termination of employment with NMJC, the vested portion of your Accounts derived from Employer Contributions will be available for distribution upon the earliest of the following events:

- (1) your Normal Retirement Age; or,
- (2) your Disability.

If you terminate employment before any of these events, the vested portion of your Accounts may be segregated into a separate account, pending payment to you.

9.03 DO DISTRIBUTIONS OF DIFFERENT AMOUNTS RECEIVE SPECIAL TREATMENT?

All distributions receive the same treatment, regardless of the amount.

9.04 WHEN MUST MY BENEFITS BE PAID?

A. Required Beginning Date. Unless you elect otherwise, distribution of your benefits will begin within 60 days after the Plan Year in which the latest of the following occurs:

- (1) your attainment of the earlier of age 65 or Normal Retirement Age (see section 8.01); or
- (2) your termination of employment with NMJC.

B. Latest Beginning Date. You must begin receiving benefit distributions no later than April 1 of the calendar year after the year in which you reach 70-1/2 or retire, whichever is later.

If you reached age 70-1/2 prior to 1998, special options may be available. You should contact your Plan Administrator for additional information regarding these options. If you attained age 70-1/2 after 1995, you may choose whether to begin your distributions at age 70 1/2 or wait until you actually retire.

Basically, the method of distribution you elect must provide that 100% of your benefits be distributed over your lifetime, or over the lifetimes of you and your named Beneficiary. If the Beneficiary named is not your spouse and there is a substantial age difference, minimum death incidental benefit rules will require that a higher percentage be distributed over your life expectancy. Life expectancies (except in the case of an annuity) of you and your spouse Beneficiary may be recalculated annually; life expectancies of nonspouse Beneficiaries may not be recalculated.

Insufficient distributions will be subject to a 50% penalty tax, based on the amount of shortfall. Since this penalty is very severe, and the rules governing distributions are complex, competent professional advice should be obtained.

9.05 ARE MY PLAN BENEFITS INSURED?

The Pension Benefit Guaranty Corporation (PBGC) is a government agency that insures certain benefits provided under "defined benefit" pension plans. This Plan is not a "defined benefit" plan and thus, is not insured by the PBGC.

9.06 HOW ARE PLAN BENEFITS TAXED AND WHAT PENALTIES MAY APPLY UPON DISTRIBUTION?

A. Withdrawals. A ten percent penalty tax applies on distributions for reasons other than the following events:

- (1) death;
- (2) Disability;

- 55;
- (3) Separation from Service during or after the year in which you reach age
 - (4) age 59-1/2;
 - (5) if the withdrawal is to cover tax deductible, uninsured medical expenses;
 - (6) in the form of an annuity based on life expectancy or in the form of substantially equal installments paid at least annually and based on your life expectancy (such payments must continue until you reach age 59-1/2 and last at least five years); or,
 - (7) if pursuant to a Qualified Domestic Relations Order (see section 10.02).

B. Excess Distributions. Generally, a fifteen percent excise tax is imposed on any "excess distribution" an individual receives in any calendar year from any combination of qualified retirement plans, tax deferred annuities and IRAs. "Excess distribution" generally means the portion of a distribution that exceeds a certain amount (indexed for inflation) in any one calendar year. That amount is \$155,000 for 1996. However, there is no excise tax for distributions made after December 31, 1996. You should consult tax counsel if there is any possibility these provisions apply to you, as these rules are complex.

C. Required Minimum Distributions. A fifty percent excise tax is imposed on plan distributions that do not meet the minimum Internal Revenue Code required minimum distributions and required distributions beginning date (see section 9.04).

D. Rollovers. Generally, you may defer or reduce taxes which would otherwise be due by transacting a rollover to an IRA (individual retirement account/annuity) or another 403(b). As of January 1, 1993, you have the following two rollover options available.

(1) Direct Rollovers: You may have a distribution from the Plan paid directly to an IRA or another 403(b) by the payor or Plan Administrator. The distribution check is made payable to the trustee, custodian or issuer of the IRA or 403(b) receiving the distribution. If you transact a "direct rollover," the distribution will not be subject to mandatory 20% federal income tax withholding.

(2) Participant Rollovers: If you elect to personally receive a distribution eligible for rollover, that is, the distribution check is made payable to you, the payor or Plan Administrator is required to withhold 20% from the distribution and send it to the IRS. The amount withheld is subject to income tax and, if you are under age 59-1/2, an additional 10% penalty tax may apply. Taxation of the withheld amount may be avoided only if, within 60 days of the date you receive the distribution, you rollover the following amounts to an IRA:

- (a) the 80% of the distribution you receive; plus,

(b) an amount obtained from funds on hand which is equal to the 20% withheld.

Example: A is eligible to receive a \$10,000 distribution from the 403(b). If A elects a direct rollover, the \$10,000 will be paid by the 403(b) directly to A's IRA or other 403(b).

If A elects to personally receive the \$10,000 distribution, the following will occur:

(1) A will receive a check for \$8,000, reflecting mandatory 20% withholding of \$2,000. A then has 60 days to rollover the \$8,000 to an IRA to avoid tax on the \$8,000 for that year.

(2) Within the same 60 day period, A will have to replace the \$2,000 and rollover that amount to an IRA. Otherwise, the \$2,000 withheld will be taxable income that year and may also be subject to an additional 10% penalty tax if A was under age 59-1/2 on the date he received the distribution.

You will be provided information regarding direct rollovers and mandatory withholding when you request a distribution. It is important that you review this information carefully and consult your tax advisor before making your distribution election.

ARTICLE X
THE CLAIMS REVIEW PROCEDURE

10.01 WHAT CLAIMS PROCEDURES APPLY TO ANNUITY CONTRACTS?

Your application for benefits must be made to the life insurance company that has issued the annuity contract under which the benefits are payable. You must provide the application on such forms and in accordance with the terms of the annuity contract under which your claim is made.

The life insurance company will respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If your application for benefits is denied, the life insurance company must furnish you with written notice of the specified reasons for the denial and a description of any additional information needed from you, or further steps required of you. You may appeal any such denial by making written application to the life insurance company, which must respond in writing to any such request for review within 60 days of its receipt and must give specific reasons if the appeal is denied.

10.02 WHAT IS A "QUALIFIED DOMESTIC RELATIONS ORDER (QDRO)"?

As a general rule, the law provides that your interest in your Accounts may not be "alienated". This means that your interest may not be sold, used as collateral for a loan or debt, or otherwise transferred. Also, your creditors may not attach, garnish or otherwise interfere with your Accounts.

There is an exception to this rule. The Plan Administrator may be required to recognize obligations you incur as a result of court-ordered child support or alimony payments. The Plan Administrator is required to honor a "Qualified Domestic Relations Order" (QDRO). A QDRO is defined as a court order or decree that requires you to pay child support or alimony, or otherwise allocates a portion of your assets to a spouse, former spouse, child or other legal dependent (Alternate Payee). If the Administrator receives a QDRO, all or a portion of your Accounts may be used to meet its terms. The Administrator is required to notify you upon receipt of a QDRO and is required to determine its validity prior to making any payments from your Accounts pursuant to it. To be a valid QDRO, the order generally cannot require the Plan to permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan, unless the Plan permits an earlier distribution to the Alternate Payee.

This Plan will permit a distribution to an Alternate Payee prior to the earliest time that you would be eligible for a distribution from the Plan.

ARTICLE XI
MISCELLANEOUS PROVISIONS

11.01 WHAT HAPPENS IF I LEAVE NMJC TO PERFORM MILITARY SERVICE, AND THEN RETURN TO NMJC?

If you leave the service of NMJC to perform military service, and then return to NMJC after that period of military service, you may be entitled to contributions, service credits, or other benefits under the Plan with respect to that period. You should consult the Plan Administrator if you believe this provision may apply to you.

ARTICLE XII
AMENDMENT AND TERMINATION OF THE PLAN

12.01 CAN THE PLAN BE AMENDED?

NMJC may amend the Plan at any time, at its sole discretion. However, no amendment may result in a reduction of any Participant's vested interest or cause any portion of the Plan's assets to revert back to NMJC. No amendment may eliminate or reduce any optional form of distribution or benefit provided by the Plan. No amendment may authorize the use of Plan assets for purposes other than the exclusive benefit of Participants and their Beneficiaries.

If the Plan's Vesting schedule is amended, and you have at least 3 Years of Service, you may elect to have your vested percentage computed using the pre-amendment Vesting schedule.

12.02 CAN THE PLAN BE TERMINATED?

NMJC may terminate the Plan at any time, at its sole discretion. Upon termination, all amounts credited to your Accounts will become 100% vested.

Upon termination, the insurance company(ies) or other financial institutions holding assets of this Plan will distribute the contracts held on your behalf to you, or will transfer the contracts to a successor plan, if you so direct.

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RESOLUTION AUTHORIZING ADOPTION OF PLAN RESTATEMENT

"WHEREAS, NEW MEXICO JUNIOR COLLEGE (hereinafter, "the Employer"), established the NEW MEXICO JUNIOR COLLEGE SUPPLEMENTAL RETIREMENT PLAN (hereinafter, "the Plan"), effective April 29, 1999, for the exclusive benefit of its employees and their beneficiaries; and,

NOW, THEREFORE, the Employer hereby resolves to exercise its right to amend the Plan; and,

RESOLVED, FURTHER, that the Employer be authorized to execute the restatement of the Plan, a copy of which is attached hereto, effective July 1, 2000."

I, Monty Newman, do hereby certify that the above and foregoing was unanimously adopted by the College Board at their meeting held at Hobbs, New Mexico on the 15th day of March, 2001.



Signature

WITNESS:

Jeri Shields

**NEW MEXICO JUNIOR COLLEGE
SUPPLEMENTAL RETIREMENT PLAN**

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NEW MEXICO JUNIOR COLLEGE SUPPLEMENTAL RETIREMENT PLAN

ARTICLE I

PURPOSE

NEW MEXICO JUNIOR COLLEGE (hereinafter the "Employer") has established the NEW MEXICO JUNIOR COLLEGE SUPPLEMENTAL RETIREMENT PLAN (hereinafter the "Plan") for the purpose of purchasing annuity contracts for its Employees pursuant to Section 403(b) of the Internal Revenue Code of 1986, as amended. The Plan Administrator shall be New Mexico Junior College.

This Plan shall be funded exclusively through the purchase of annuity contracts. The terms and conditions of such annuity contracts shall be considered part of, and shall be construed as having been incorporated into, this Plan.

ARTICLE II

DEFINITIONS

As used in this Plan, the following words and phrases shall have the meanings set forth below:

2.01 ACCOUNT.

The account established and maintained under the Annuity Contract for each Participant with respect to his interest in the contract. The term "Account" may also refer to the separate accounts maintained for Employer Contributions and Elective Deferrals.

2.02 ALTERNATE PAYEE.

Any spouse, former spouse, child or other dependent of a Participant who is recognized by a Qualified Domestic Relations Order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to the Participant.

2.03 ANNUITY CONTRACT.

A group fixed, variable or combination fixed and variable annuity contract issued by a life insurance company and approved for sale in this state, which provides for periodic payments at regular intervals whether for a period certain or for one or more lives. The Plan Administrator shall select the Annuity Contract to which contributions under this Plan shall be made and shall take all steps necessary for the establishment of a group contract. If the Plan Administrator selects two or more Annuity Contracts as funding vehicles for this Plan, and if Participants are given the right to select the Annuity Contract or Annuity Contracts to which Plan contributions on their behalf will be made, such selections shall be communicated to the Plan Administrator or its agent designated for that purpose. If multiple investment options are available to the Participants under a single Annuity Contract, the Plan Administrator authorizes Participants to make their investment selections by direct communication with the issuing life insurance company pursuant to the terms of the Annuity Contract.

The terms of each Annuity Contract purchased under the Plan shall satisfy the requirements of Section 403(b) of the Code and shall further provide that the Participant's rights under the contract are subject to the terms of the plan under which it is purchased.

2.04 BENEFICIARY.

The person or persons designated by the Participant to receive any benefits payable under the Annuity Contract in the event of the Participant's death.

2.05 BREAK IN SERVICE.

A period of 12 consecutive months during which the Participant does not complete more than 500 Hours of Service with the Employer.

For purposes of determining whether an Employee has incurred a Break in Service, an Employee who is absent from work by reason of such Employee's pregnancy, the birth of such Employee's child, or the placement of a child with such Employee in connection with adoption by such Employee, or for purposes of caring for such a child for a period immediately following such birth or placement, shall be credited with the Hours of Service which otherwise would have been credited to such individual, or in any case in which such hours cannot be determined, 8 Hours of Service per day of such absence. Such Hours of Service shall be credited (1) in the Computation Period in which the absence begins if the crediting is necessary to prevent a Break in Service in that period, or (2) in all other cases, in the following Computation Period. This provision shall not apply, however, unless the individual furnishes to the Plan Administrator, in a timely manner, such information as the Plan Administrator may reasonably require to establish that the absence is for the permitted reasons and the length of such absence. The foregoing shall not be construed to increase the number of Years of Service that would otherwise be credited to an Employee.

A period of unpaid Family Medical Leave Act (FMLA) leave shall not be treated or counted as a Break in Service for purposes of vesting or eligibility to participate. This shall not increase the number of Years of Service that would otherwise be credited to a Participant, but will prevent such Participant from sustaining a Break in Service. If any FMLA leave is also covered under the preceding paragraph regarding maternity or paternity absences, the more generous of the two rules shall apply.

2.06 CODE.

The Internal Revenue Code of 1986, as amended.

2.07 COMPENSATION.

As defined in section 6.04, the measure of a Participant's compensation for a Plan Year that is used to determine the level of contributions under the Plan.

2.08 COMPUTATION PERIOD.

The 1-year period that is used to determine whether an Employee has completed a Year of Service. The Computation Period will be determined with reference to section 6.01, as applicable.

2.09 DISABLED.

A Participant's inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. A Participant shall be considered Disabled only if the permanence and degree of such impairment is supported by medical evidence. Such determinations shall be made on a uniform basis for all.

2.10 EARLY RETIREMENT AGE.

No Early Retirement benefits are provided in this Plan.

2.11 ELECTIVE DEFERRAL.

A contribution to purchase an Annuity Contract pursuant to an Employee's salary reduction agreement within the meaning of Section 3121(a)(5)(D) of the Code.

2.12 EMPLOYEE.

Any natural person who is employed by the Employer. Except as otherwise provided, an individual shall not be considered an Employee for any period during which he was not treated as an employee for federal income tax purposes.

2.13 EMPLOYER.

The entity(ies) named in Article I of this Plan, which qualify(ies) as one or more of the following: (i) the government of a state or a political subdivision thereof, (ii) an agency or instrumentality of the foregoing, (iii) a church or convention or association of churches, within the meaning of Section 414(e)(1) of the Code, that is exempt from tax under Section 501 of the Code, or (iv) an organization that is controlled by or associated with a church or convention or association of churches, within the meaning of Section 414(e)(3) of the Code, that is exempt from tax under Section 501 of the Code.

2.14 EMPLOYER CONTRIBUTIONS.

Contributions made by the Employer, excluding Elective Deferrals.

2.15 ENTRY DATE.

The date as of which an Employee becomes a Participant with respect to Employer Contributions, as determined with reference to section 6.01.

2.16 HIGHLY COMPENSATED EMPLOYEE.

An Employee who for the relevant Plan Year is an individual described in Code Section 414(q).

2.17 HOUR OF SERVICE.

An "Hour of Service" shall constitute the following:

(1) Each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer.

(2) Each hour for which an Employee is paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. Notwithstanding the preceding sentence,

(i) No more than 501 Hours of Service are required to be credited under this paragraph (2) to an Employee on account of any single continuous period during which the Employee performs no duties (whether or not such period occurs in a single Computation Period);

(ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed, is not required to be credited to the Employee if such payment is made or due under a Plan maintained solely for the purpose of complying with applicable worker's compensation or unemployment compensation, or disability insurance laws;

(iii) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee; and

(iv) No credit shall be given for compensation, beyond that for accrued vacation, holiday or sick leave, paid to an Employee upon his termination, regardless of the method of calculation of such termination compensation.

(3) Each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Employer. The same Hours of Service will not be credited both under paragraph (1) or paragraph (2), as the case may be, and under this paragraph (3). These hours will be credited to the Employee for the Computation Period or periods to which the award or agreement pertains rather than the Computation Period in which the award, agreement or payment is made.

If the Employer is a member of an affiliated service group (under Section 414(m)), a controlled group of corporations (under Section 414(b)), or a group of trades or businesses under common control (under Section 414(c)), or an arrangement described in Section 414(o), Hours of Service will be credited for any employment for any period of time for any other member of such group. Hours of Service will also be credited for any individual required under Section 414(n) to be considered an Employee of any Employer aggregated under Section 414(b), (c), (m), or (o).

Notwithstanding any limitation in the Plan to the contrary, an Employee shall be credited with Hours of Service for any other period in which service was not actually performed, to the extent required by applicable law.

In addition, an Employee who is absent from work by reason of service with the Armed Forces of the United States of America shall be credited with the Hours of Service which otherwise would have been credited to such Employee, but for such absence; provided, however, that the Employee directly enters such service and returns to employment with the Employer within the time and under the conditions which entitle the Employee to reemployment rights under the federal laws of the United States of America.

2.18 LIMITATION YEAR.

The calendar year.

2.19 NON-HIGHLY COMPENSATED EMPLOYEE.

An Employee who is not a Highly Compensated Employee.

2.20 NORMAL RETIREMENT AGE.

The date on which a Participant attains age 55. A Participant's Normal Retirement Date is the first day of the first month after his attainment of Normal Retirement Age.

2.21 PARTICIPANT.

An Employee or former Employee for whom contributions, including Elective Deferrals, have been made under the Plan and who has not yet received all of the payments of benefits to which he is entitled under the Plan.

2.22 PAYOUT OPTION.

Any of the annuity options or other options for payment that may be available under an Annuity Contract purchased under the Plan.

2.23 PLAN ADMINISTRATOR.

The entity(ies) so named in Article I of the Plan. The Plan Administrator shall include any successors named by the Employer. The Plan Administrator shall have full authority to control and manage the operation and administration of the Plan, to construe and interpret the Plan, to decide all questions of eligibility and to prescribe such rules and procedures as are necessary to carry out the terms of the Plan. The Plan Administrator may delegate certain of its responsibilities and powers under this Plan to officers, Employees, or agents.

2.24 QUALIFIED DOMESTIC RELATIONS ORDER ("QDRO").

Any judgment, decree, or order (including a property settlement agreement) made pursuant to state domestic relations law which:

(1) Relates to child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent; and

(2) Creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable under a plan.

2.25 SEPARATION FROM SERVICE.

The severance of the Participant's employment with the Employer. A Participant shall be deemed to have severed employment with the Employer in accordance with the standards of Sections 402(e)(4)(D)(i)(III) and 403(b)(11) of the Code.

2.26 VESTED.

A Participant's or Beneficiary's nonforfeitable right to receive benefits based on the Account balance under the Annuity Contract.

2.27 YEAR OF SERVICE.

A Computation Period during which an Employee is credited with at least 1,000 Hours of Service.

ARTICLE III
EFFECTIVE DATE

The effective date of the Plan is April 29, 1999.

The effective date of the restatement of the Plan is July 1, 2000.

ARTICLE IV
PLAN YEAR

30. The Plan Year shall be the 12 consecutive month period beginning on July 1 and ending on June

ARTICLE V
ELECTIVE DEFERRALS

5.01 ELIGIBLE EMPLOYEES.

A. General Rule. Except as provided in subsection B of this section, all Employees (not including Leased Employees described in Code Section 414(n)) shall be immediately eligible to make Elective Deferrals with the Employer under this Plan.

B. Excluded Employees. Employees who are classified as Part-time, Temporary or Seasonal Employees shall be ineligible to make Elective Deferrals.

5.02 SALARY REDUCTION AGREEMENT.

An Employee shall cause Elective Deferrals to be made by entering into a salary reduction agreement with the Employer, whereby the Employee agrees to reduce his or her future salary payments by a specific amount, and the Employer agrees to apply such salary reduction amounts as annuity purchase payments on behalf of the Employee. The Employer may adopt reasonable administrative limitations and procedures with regard to the number and timing of salary reduction agreements that a Participant may have in effect in any Limitation Year.

5.03 SALARY REDUCTION MINIMUM.

A Participant shall be permitted to make Elective Deferrals in any amount subject to the limitations of this Article. A minimum of \$10.00 per month is required.

5.04 SPECIAL CODE LIMITATIONS.

Notwithstanding any other provision of the Plan, no Elective Deferrals or Employer Contributions shall be made that would exceed the limitations on the amounts excludable from gross income under Sections 402(g), 403(b), and 415 of the Code, and those limitations are incorporated herein by reference. Compensation for purposes of determining such limitations shall be determined in accordance with the regulations issued by the Internal Revenue Service under Sections 403(b) and 415 of the Code. If any of these limits would otherwise be exceeded, the Participant's Elective Deferrals, and then, to the extent necessary, any

Employer Contributions for the Participant, shall be reduced (in a practicable and proportional manner to be determined by the Plan Administrator) until all contributions are within the relevant limitations.

5.05 CORRECTIVE DISTRIBUTIONS.

A. **415 Excess.** If, notwithstanding the application of section 5.04, the limits under Section 415 of the Code are exceeded for any taxable year, and such excess is a result of a reasonable error in estimating a Participant's annual compensation or under such other facts and circumstances that are permitted under any regulation or other ruling of the U. S. Department of Treasury, then the amount of Elective Deferrals will be returned to the Participant until contributions are within the Section 415 limits. If contributions still exceed the Section 415 limits, then Employer Contributions will next be reduced until all of the contributions are within the Section 415 limits. If, however, it is a plan to which Employer matching contributions are made, then both Elective Deferrals and Employer matching contributions must be proportionately reduced. In either event, Elective Deferrals will be returned to the Participant and the Employer Contributions (or Employer matching contributions, if applicable) will be held unallocated in a suspense account and will be applied to reduce future Employer Contributions (or Employer matching contributions, if applicable).

B. **402(g) Excess.** If, notwithstanding the application of section 5.04 and after any adjustment provided for in section 5.05(A) above, the dollar limit on Elective Deferrals under Section 402(g) of the Code is exceeded for any taxable year, the Participant may request, but not later than March 1 after the close of such taxable year, that any portion of his "excess deferrals" (within the meaning of the Code) and attributable income be returned to him. A Participant is deemed to have notified the Plan Administrator of, and to have requested a distribution of, those excess Elective Deferrals that arise on account of the Elective Deferrals made to this Plan and any other plan of the Employer. If a return of "excess deferrals" is made, the return shall be made not later than April 15 after the taxable year for which the "excess deferrals" occurred. Such amount shall be distributed in one lump sum without regard to Participant or spousal consent.

Notwithstanding any Vested percentage determined according to Article VII, if "excess deferrals" are returned to a Participant, any Employer matching contributions made with respect to such "excess deferrals" shall be forfeited and used to offset future Employer Contributions.

C. **403(b)(2) Excess.** If, notwithstanding the application of section 5.04 and after any adjustment provided for in sections 5.05(A) or 5.05(B) above, the "exclusion allowance" under Section 403(b)(2) of the Code is exceeded for any Participant for any taxable year, such excess contributions may be returned to the Participant, but only to the extent permitted under the rules of Section 403(b) and the terms of the Plan.

ARTICLE VI

EMPLOYER CONTRIBUTIONS

6.01 ELIGIBILITY/PARTICIPATION REQUIREMENTS FOR EMPLOYER CONTRIBUTIONS.

A. Eligible Class of Employees. Except as provided in subsection B of this section of the Plan:

All Employees (not including Leased Employees described in Code Section 414(n)) shall be eligible for Employer Contributions.

B. Excluded Employees. Employees who are classified as Part-time, Temporary or Seasonal Employees shall be ineligible for Employer Contributions.

C. Age and Service Requirements. An Employee in the eligible class shall be eligible for Employer Contributions without regard to his age or Years of Service.

D. Computation Period. Because there is no service requirement, there is no Computation Period for purposes of determining eligibility.

E. Entry Date. For purposes of this Article, an Employee shall become a Participant as of the first day of the first payroll period commencing after the date the eligibility requirements are satisfied. Employees who elect not to participate in the Plan immediately upon eligibility may subsequently enter the Plan in either July or January of a Plan Year.

F. Reemployed Employees. For purposes of determining eligibility for Employer Contributions, all of a reemployed Employee's Service with the Employer shall be taken into account. A reemployed employee shall become eligible for Employer Contributions as of the later of the date of his return or the date provided under subsection C.

6.02 AMOUNT OF EMPLOYER CONTRIBUTIONS.

Employer Matching Contributions shall be made at a rate equal to 100 percent of the Elective Deferrals of each Employee who is eligible for Employer Contributions. An Employee's Elective Deferrals in excess of a uniform percent of Compensation shall not be considered for purposes of the Employer Matching Contribution. The Employer shall have discretion to vary the rate of Employer Matching Contributions from Plan Year to Plan Year.

6.03 TIMING OF EMPLOYER CONTRIBUTIONS.

Employer Contributions will be made on a quarterly basis.

6.04 DEFINITION OF COMPENSATION.

A. General Rule. Compensation shall mean for each Employee the compensation (within the meaning of Code Section 415(c)(3); and within the meaning of Code Section 414(s) for safe harbor plans) received during the Plan Year by such Employee from the Employer. The amount of Compensation taken into account under this Plan for any Employee for any Plan Year shall not exceed the maximum amount permitted under Section 401(a)(17) for such Plan Year.

B. Treatment of Elective Contributions. For purposes of subsection A, Compensation shall not be reduced by the amount of elective contributions or exclusions that are not currently includible in the Employee's gross income by reason of the application of Sections 125, 402(e)(3), 402(h), 403(b), 408(p), and 457(b) of the Code.

C. Compensation in Year of Initial Eligibility. An Employee who has satisfied the eligibility requirements for Employer Contributions during a Plan Year shall be entitled to such contributions with respect to Compensation earned on and after the date he becomes a Participant.

ARTICLE VII

VESTING

A Participant shall at all times have a fully Vested and nonforfeitable interest in his Account under the Annuity Contract.

ARTICLE VIII

DISTRIBUTIONS

8.01 AVAILABILITY OF DISTRIBUTIONS PRIOR TO SEPARATION FROM SERVICE.

A. Elective Deferrals. Prior to a Participant's Separation from Service, the portion of the Participant's Account attributable to Elective Deferrals shall be available for distribution only (i) in the event of hardship, to the extent permitted under section 8.06, or (ii) after the Participant attains age 59-1/2.

B. Employer Contributions. Prior to a Participant's Separation from Service, the Vested portion of the Participant's Account attributable to Employer Contributions shall be available for distribution only in the event of hardship, to the extent permitted under section 8.06.

8.02 AVAILABILITY OF DISTRIBUTIONS AFTER SEPARATION FROM SERVICE.

A. Elective Deferrals. The portion of a Participant's Account attributable to Elective Deferrals shall be available for distribution at any time after the Participant's Separation from Service.

B. Employer Contributions. Following a Participant's Separation from Service, the Vested portion of the Participant's Account attributable to Employer Contributions shall become available for distribution upon the Participant's attainment of Normal Retirement Age or, if earlier, upon the Participant becoming Disabled.

8.03 FORM OF PAYMENTS.

Upon the occurrence of any of the distribution events specified in sections 8.01 or 8.02, the Participant or Alternate Payee pursuant to a Qualified Domestic Relations Order shall be entitled to receive distributions under any of the Payout Options that may be provided under his Annuity Contract.

8.04 INVOLUNTARY CASH-OUTS.

All distributions made pursuant to sections 8.01, 8.02, and 8.03 shall be treated the same, regardless of the amount of the distribution.

8.05 REQUIRED DISTRIBUTIONS.

The "required beginning date" of a Participant is the April 1 of the calendar year following the later of (i) the calendar year in which the Participant attains age 70-1/2, or (ii) the calendar year in which the Participant retires.

Any Participant attaining age 70-1/2 in years after 1995 may elect by April 1 of the calendar year following the year in which the Participant attained age 70-1/2, (or by December 31, 1997 in the case of a Participant attaining age 70-1/2 in 1996) to defer distributions until April 1 of the calendar year following the calendar year in which the Participant retires. If no such election is made the Participant will begin receiving

distributions by the April 1 of the calendar year following the year in which the participant attained age 70-1/2 (or by December 31, 1997 in the case of a Participant attaining age 70-1/2 in 1996).

A. No Payout Option shall be permitted that fails to provide for the Participant or any Beneficiary to receive for each calendar year at least the amounts required to be distributed in accordance with Section 401(a)(9) of the Code.

B. For purposes of applying Section 401(a)(9) to a Participant or Beneficiary, a single life expectancy shall be recalculated and a joint life expectancy shall not be recalculated, unless the Participant or Beneficiary elects otherwise.

C. Nothing in this section shall be construed as making available any benefit or form or time of distribution not otherwise available under an Annuity Contract.

8.06 HARDSHIP DISTRIBUTIONS.

A. Hardship distributions under section 8.01 shall be approved only if the Plan Administrator determines that the Participant meets the criteria specifically set forth in subsections B and C. In such cases, there shall be paid to such Participant out of his Account only such portion of the amount requested as is necessary to prevent or alleviate the Hardship. In making its determination hereunder, the Plan Administrator shall follow uniform and nondiscriminatory practices and its determination shall be final and binding. No amount attributable to income on Elective Deferrals shall be available for distribution on account of hardship.

B. Hardship distributions may only be made on account of the following (deemed to be "immediate and heavy financial needs of the Participant"):

(i) expenses already incurred or necessary for anticipated medical care, described in Code Section 213(d), for the Participant, his spouse, his children or his dependents;

(ii) purchase (excluding mortgage payments) of a principal residence for the Participant;

(iii) payment of tuition and related educational fees, including room and board expenses, for the next 12 months of post-secondary education for the Participant, his spouse, his children or his dependents;

(iv) the payment of amounts necessary to prevent the eviction of the Participant from his principal residence or the foreclosure on the mortgage of his principal residence; or

(v) such other circumstances as may be specified in Reg. Section 1.401(k)-1(d)(2)(iv) or subsequent promulgations.

A hardship distribution may be adjusted upwards to cover any federal, state or local taxes, including penalty taxes, that can reasonably be anticipated to result from the distribution.

C. Hardship distributions may only be made if the following requirements are satisfied (deemed to be "necessary to satisfy an immediate and heavy financial need of the Participant"):

(i) the distribution does not exceed the amount of the applicable need under subsection B of this section;

(ii) the Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under the Plan and any other deferred compensation plan maintained by the Employer;

(iii) the Participant's Elective Deferrals under the Plan, and his elective and employee contributions under any other deferred compensation plan maintained by the Employer, are suspended for twelve (12) months after receipt of the hardship distribution; and

(iv) the maximum amount of Elective Deferrals under the Plan, together with elective contributions under any other plan maintained by the Employer, for the Participant's taxable year immediately following the taxable year of the hardship distribution do not exceed the applicable limit under Code Section 402(g) for such year less the amount of the Participant's Elective Deferrals and elective contributions to such plans for the taxable year of such hardship distribution; and/or

(v) such additional or alternative requirements as may be prescribed in Reg. Section 1.401(k)-1(d)(2)(iii)(B) or subsequent promulgations.

8.07 DIRECT ROLLOVERS.

A. Direct Rollovers. This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

B. Definitions.

1. Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; any hardship distribution described under Section 401(k)(2)(B)(i)(iv) of the Code (for distributions after December 31, 1998); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

2. Eligible Retirement Plan. An eligible retirement plan is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, or an arrangement described in Section 403(b) of the Code that accepts the distributee's eligible rollover distribution. However, in the case of an eligible rollover distribution to the surviving spouse, an eligible retirement plan is an individual retirement account or individual retirement annuity.

3. Distributee. A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse.

4. Direct Rollover. A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE IX

DEATH BENEFITS

9.01 BENEFIT FORMS.

A. Death Before Commencement of Benefits. If a Participant dies before the commencement of distributions under a Payout Option, the Vested portion of the Participant's Account balance shall be payable as a death benefit to the Participant's Beneficiary in accordance with the terms of the Annuity Contract.

B. Death After Commencement of Benefits. If distributions under the Annuity Contract have begun and the Participant dies before his entire interest in the Annuity Contract has been distributed, the remaining interest shall be distributed according to the terms of the Payout Option.

9.02 LIMITATIONS ON DEATH BENEFITS.

Notwithstanding the provisions of section 9.01, following the death of the Participant, that portion of the Participant's Account that is subject to the requirements of Section 401(a)(9) of the Code must be distributed to the Participant's Beneficiary at least as rapidly as required under Section 401(a)(9), the requirements of which are incorporated herein by reference. This generally means that, if the Participant dies after distributions to him have commenced (within the meaning of Code Section 401(a)(9)), the remaining portion of the Participant's interest in the Annuity Contract must be distributed at least as rapidly as under the method of distribution in effect on the date of the Participant's death. If the Participant dies before distributions have commenced (within the meaning of Code Section 401(a)(9)), the Vested portion of his Account must (i) be fully distributed by the end of the fifth calendar year following the calendar year of the Participant's death, or (ii) applied to provide an annuity for the Beneficiary (over the life or a period not exceeding the life expectancy of the Beneficiary) commencing no later than December 31 of the calendar year following the calendar year in which the Participant dies (or, if the Participant's surviving spouse is the Beneficiary, commencing no later than the later of (i) December 31 of the calendar year following the calendar year in which the Participant died or (ii) December 31 of the calendar year in which the Participant would have attained age 70-1/2).

ARTICLE X

ROLLOVERS AND TRANSFERS

10.01 ACCEPTANCE FROM PLANS OF OTHER EMPLOYERS.

Any Employee who has participated in another plan or annuity contract under Section 403(b) of the Code attributable to previous employment and who has received or is entitled to receive a distribution from such other plan or annuity contract may elect to make a rollover contribution or a transfer to this Plan of all or a portion of the amount derived from such other plan or annuity contract. Such rollover or transfer must satisfy all applicable requirements for a tax free rollover under Section 403(b)(8) of the Code or any successor provision of the Code or otherwise qualify as a tax-free transfer or exchange under generally accepted interpretations of the Code.

10.02 VESTING AND DISTRIBUTION.

Any amount credited to a Participant's Account pursuant to a rollover or transfer under section 10.01 of this Plan shall be 100% Vested and nonforfeitable at all times and shall be available for distribution pursuant to Article VIII and Article IX of this Plan. Otherwise, the portion of a Participant's Account attributable to such a rollover or transfer shall be subject to the terms of this Plan.

10.03 TRANSFERS FROM A PLAN OF THE EMPLOYER.

Any Employee who has participated in a plan or annuity contract under Section 403(b) of the Code attributable to his current employment with the Employer may elect to transfer all or a portion of the amount accumulated under such other plan or annuity contract to this Plan, provided such transfer must be effected in a manner consistent with the terms of such other plan or annuity contract as well as the terms of this Plan, and provided further that such transfer qualifies as a tax-free transfer or exchange under generally accepted interpretations of the Code. The portion of a Participant's Account attributable to such a transfer (and, if applicable, the separate portions of the transfer attributable to Employee and Employer contribution accounts) shall be subject to the terms of this Plan as if the contributions from which the transferred amount are derived were made under this Plan. However, no such transfer shall have the effect of reducing a Participant's Vested percentage in, or otherwise eliminating any benefit rights applicable to, any transferred amount protected by ERISA or applicable Law. In service transfers of existing assets are allowed at anytime during the Plan Year between the approved Plan providers.

10.04 THIS ARTICLE.

This article shall not be construed to require this Plan to accept a rollover or transfer which may not meet the requirements for a rollover or transfer under generally accepted interpretations of the Code. The Plan Administrator may require the Participant to furnish such proof as is necessary to establish that the amount is eligible for a rollover or transfer.

ARTICLE XI
CLAIMS PROCEDURE

11.01 APPLICATION FOR BENEFITS.

Each application for benefits must be made to the life insurance company that has issued the Annuity Contract under which the benefits are payable on such forms and in accordance with the terms of the Annuity Contract under which any such claim is made. The life insurance company shall respond to any such application within a reasonable period, not to exceed 90 days after its receipt of the application. If any application for benefits is denied, the life insurance company shall furnish the Participant with written notice of the specified reasons for the denial and a description of any additional information needed from, or further steps required of, the Participant. A Participant may appeal any such denial by making written application to the life insurance company, which shall respond in writing to any such request for review within 60 days of its receipt and shall give specific reasons if the appeal is denied.

11.02 DOMESTIC RELATIONS ORDER.

For purposes of this section, an application for benefits in the form of, or pursuant to, a domestic relations order shall be responded to by the life insurance company only after the Plan Administrator or the Employer has established that such order is a Qualified Domestic Relations Order. Once an order has been established as a Qualified Domestic Relations Order, benefits shall be paid in accordance with the applicable requirements of such order. Reasonable written procedures shall be established to determine the qualified status of domestic relations orders and to administer distributions pursuant to Qualified Domestic Relations Orders.

Distributions to an Alternate Payee pursuant to a valid Qualified Domestic Relations Order will be permitted without regard to whether the Participant would be eligible for a distribution from the Plan.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.01 ANTI-ALIENATION.

Any benefit or interest available under the Plan, any right to receive payments under the Plan, or any payment made under the Plan shall not be subject to assignment or alienation, garnishment, attachment, transfer or anticipation, execution or levy, whether by the voluntary or involuntary act of any interested person under the Plan, except for a benefit or interest which becomes payable pursuant to a Qualified Domestic Relations Order or in accordance with Internal Revenue Code Section 401(a)(13)(C), which permits the reduction of the benefits of Participants who have breached their fiduciary duty to, or committed crimes against, the Plan.

12.02 EXCLUSIVE BENEFIT.

This Plan is established for the exclusive benefit of the Participants and their Beneficiaries. Except as otherwise provided by this Plan, no amounts held under the Plan shall ever inure to the benefit of the Employer or any successor. All amounts held under the Plan shall be held for the exclusive purpose of providing benefits to the Participants and their Beneficiaries.

12.03 GOVERNING LAW.

This Plan shall be governed by and construed according to the laws of the state in which the Employer is incorporated or organized.

12.04 CONFORMITY WITH CODE.

This Plan is established with the intent that it conform to the requirements of Section 403(b) and other applicable provisions of the Code. The provisions of this Plan shall be interpreted whenever possible in conformity with the requirements of the Code.

12.05 NOT SUBJECT TO ERISA.

This Plan is established and maintained as a plan that is exempt from the requirements of Title I of the Employee Retirement Income Security Act of 1974, as provided by Section 4 of such statute.

12.06 QUALIFIED MILITARY SERVICE.

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Internal Revenue Code.

12.07 AMENDMENT OF LAW.

Where the law (including, but not limited to, the Code) governing the Plan is amended, modified, or interpreted through subsequent legislation, or rulings, or decisions, the Plan's provisions should be construed, insofar as is feasible, as incorporating any such amendment, modification, or interpretation of the law.

12.08 HEADINGS.

The headings and subheadings of this Plan have been inserted merely for convenience of reference, and in no way define or limit the scope of any of the provisions and are to be ignored in any construction of the provisions.

12.09 GENDER AND NUMBER.

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

12.10 NECESSARY INFORMATION.

All Employees shall provide the Plan Administrator and any life insurance company that issues an Annuity Contract hereunder with any information that may be needed for the proper and lawful operation and administration of the Plan; including, but not limited to, appropriate evidences of the Employee's age and marital status, his current address, the current address of his spouse, and the current address of any other Beneficiary.

12.11 NO RIGHT OTHER THAN PROVIDED BY PLAN.

The establishment of this Plan and the purchase of any Annuity Contract under the Plan shall not be construed as giving to any Participant or Beneficiary or any other person any legal or equitable right against the Employer or its representatives, except as is expressly provided by this Plan. Under no circumstances shall this Plan constitute or modify a contract of employment or in any way obligate the Employer to continue the services of any Employee.

12.12 INABILITY TO LOCATE PARTICIPANT OR BENEFICIARY.

In the event that all, or any portion, of any distribution payable to a Participant or his Beneficiary hereunder shall, at the expiration of three (3) years after it shall become payable, remain unpaid solely by reason of the inability of the life insurance company that has issued the Annuity Contract, to ascertain the whereabouts of such Participant or his Beneficiary, the amount so distributable shall be escheated to the State in which the Participant or his Beneficiary, whichever is applicable, last resided.

12.13 PROTECTION OF LIFE INSURANCE COMPANY.

Any life insurance company that issues an Annuity Contract under this Plan shall be protected and held harmless by the Employer in acting according to any direction, if in writing or otherwise reasonably believed to be genuine, of the Employer, the Plan Administrator, or any delegate thereof, and shall not be required to question any such direction. Regardless of any provision of this Plan, a life insurance company shall not be required to take or permit any action or allow any benefit or privilege contrary to the terms of any Annuity Contract which it may issue under the Plan.

12.14 ANNUAL ACCOUNTING.

Records and statements for the Plan and each Participant are to be maintained on the basis of the contract year under the Annuity Contract.

12.15 REPORTING TO PARTICIPANTS.

A statement of accrued benefits will be sent to each Participant at least once each Plan Year.

12.16 SEPARABILITY.

If any provision of the Plan shall be held invalid for any reason, that holding shall not affect the remaining provisions of the Plan which shall be construed and enforced as if the invalid provision had not been included in the Plan.

ARTICLE XIII

AMENDMENT OR TERMINATION

The Employer reserves the right to amend or terminate the Plan at any time, provided that no such amendment may cause any amounts held under the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and Beneficiaries, and provided further that no amendment or termination of the Plan may reduce the benefits accrued by or the amount credited to the Account of any Participant, reduce any Participant's Vested percentage in that portion of the Participant's Account attributable to Employer Contributions made before the day such amendment is adopted or becomes effective, whichever is later, or eliminate or reduce any optional form of distribution or benefit or any early retirement benefit provided by the Plan.

ARTICLE XIV
LOANS TO PARTICIPANTS

The Plan does not allow loans.

IN WITNESS WHEREOF, NEW MEXICO JUNIOR COLLEGE has caused this instrument to be executed by its duly authorized officers on this _____ day of _____, effective as of the date set forth therein.

NEW MEXICO JUNIOR COLLEGE

Witness

By

(Print Name)

(Print Name)

Title

NEW MEXICO JUNIOR COLLEGE

Request for Proposals #56

**Professional Services for the Development of A
Talent Search Grant Proposal**

BOARD DOCUMENTS

Date:	February 21, 2001
Prepared by:	Frank Collins Coordinator of Purchasing

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

General Information

1. On February 2, 2001 a legal notice was posted on the NMJC Bulletin Board and faxed to the following newspaper requesting sealed proposals for the professional services for the development of a Talent Search Grant Proposal:
 - 1) The Hobbs Daily News Sun
2. On February 2, 2001, proposal packets were delivered by overnight shipping to four (4) potential bidders.
3. One vendor submitted a proposal within the time frame specified by the proposal package.
4. No bidders were present at the opening.
5. The Business Office has evaluated the bids received and their recommendations are shown on Page 3.

NEW MEXICO JUNIOR COLLEGE

Evaluation and Recommendations

Board Documents

Only one vendor responded to the Request for Proposal #56. Ramona Munsell & Associates ("RMA"), Bella Vista, AR was the sole offeror for this Request.

The scope of services, information on proven track record, list of references, and the fee structure were evaluated by the Business Office and the Evaluation Committee.

The Administration recommends acceptance of the professional services of Ramona Munsell & Associates for an award amount equal to 3.5% of the annual grant award during the term of the grant. (Estimated grant award is \$230,000 to \$250,000); to be paid in equal quarterly installments commencing with the date the grant begins. Estimated annual fee would be \$8,750.

Source of Funding: Consulting/Contract Labor (NMJC Share) 1-2231-13-332

The contingency fee would commence in the 2001/2002 budget year and would be an annual budgeted expenditure in a consulting services account 1-2231-13-332 each year throughout the grant's funding cycle.

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

Specifications for: Professional Services for the Development of a Talent Search Grant Proposal

1. New Mexico Junior College is requesting proposals for professional services to develop a full and comprehensive Talent Search ("TS") grant proposal for submission to the United States Department of Education as authorized under Title IV of the Higher Education Act of 1965, as amended. Services provided by Offerors must include all necessary assistance in developing a successful proposal under Title IV. The successful Offerors will assist the College's staff in all stages of the full development and guaranteed submission of a Title IV SSS proposal by the 2000 deadline date as established by the Secretary of the U.S. Department of Education. The anticipated deadline for the grant proposal is October 31, 2001.
2. Prospective Offerors must submit a documented, proven track record of major success in obtaining new or renewal grants for other institutions under title IV of the Higher Education Act of 1965, as amended. Offerors must submit a minimum of five (5) client references, with names and telephone numbers of institutional representatives involved in program administration.
3. The successful offeror must provide all grant management assistance in establishing appropriate program and fiscal controls, internal monitoring and evaluation systems during the term of the successfully approved grant.
4. The successful offeror must provide assistance in all performance reporting requirements during and after the term of the grant, any audits following the conclusion of a grant and/or continuation grants (s) under Title IV during the term of any agreement with New Mexico Junior College.
5. Offerors who agree to perform services on a contingency basis will be given preference. Upon receipt of official notice of a grant award, the fee will be payable on a quarterly basis over the college's fiscal year term (July 1, 2000 – June 30, 2001) for all professional services and consultations to be rendered.
6. Due to the significant amount of time needed to ensure a successful application process and thorough implementation of the Talent Search Program, preference will be given to offerors who are full-time independent consultants, specializing in Federal grants, who are not regular employees of other colleges or universities.

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

Specifications for:

Professional Services for the Development of a Talent Search Grant Proposal (continued)

7. Offerors must submit a complete firm profile, including resumes of key personnel, with their proposals. Offerors must include a time line and plan of approach with their proposals and any other relevant information for NMJC to properly evaluate the services specified in this RFP.

NEW MEXICO JUNIOR COLLEGE

Invitation to Bid #901

Purchase of Oilfield Training Equipment for Instructional Purposes

BOARD DOCUMENTS

Date: February 21, 2001
Prepared by: Frank D. Collins
Coordinator of Purchasing

Invitation to Bid #901

BOARD DOCUMENTS

General Information

- 1) On February 12, 2001 a legal notice was posted on the NMJC Bulletin Board and faxed to the following newspaper requesting sealed bids for the Purchase of Oilfield Training Equipment for Instructional Purposes:

(1) Hobbs Daily News Sun
- 2) On that same date bid packets were sent to four (4) potential bidders.
- 3) One (1) bidder submitted a sealed bid.
- 4) No bidders were present at the opening.
- 5) The Business Office and the Petroleum and Environmental Technology Department have evaluated the bid received and their recommendation is shown on Page 3.

Invitation to Bid #901

BOARD DOCUMENTS

Evaluation and Recommendations

One vendor responded to our Invitation to Bid #901 in accordance with our due date and time. That vendor was Oilfield Training Center Foundation of Roswell, New Mexico.

The following page reflects the specifications for the used oilfield equipment.

The Administration recommends acceptance of the bid as follows:

Oilfield Training Center Foundation:

Total Used Equipment Purchase: \$35,000.00

Source of funding: Account Description – Instructional Support – Major Equipment

Account Number: 1-2741-11-590

<u>Invitation to Bid #901 Bid Price Quote Form</u>					
<u>New Mexico Junior College</u>					
Quantity	Item & Description	Qty Bid by Vendor	Bid Price Per Item	Total Bid Price Quote	Comments
1	McMurray Hughes Gas Lift Simulator	1	500.00	500.00	
1	Simtran Well Control Simulator DS-100 Model # and Serial #1019	1	500.00	500.00	
1	CS Drilling / Workover Simulator DPWS -22 Model #	1	34,000.00	34,000.00	
	<i>This Bid is for the purchase of USED oilfield equipment</i>				
	<i>All Bid Prices Must Be Delivered Price, Must Be Specific Brand and Model</i>				
	<i>Number UNLESS noted otherwise. Please attach written warranty and independent appraisal with your submittal.</i>				

By signing below, bidder agrees to provide to New Mexico Junior College the used oilfield training equipment as specified on this form in accordance with all terms and conditions included in this Invitation to Bid.

Firm Name: Oilfield Training Center Foundation-ENMU-R
 Bidder Signature: 
 Date: 2/16/2001

**CS INC.**

4239 Balloon Park Road, N.E.
Balloon Field Industrial Park
Albuquerque, NM 87109-5802 USA
Telephone: 505-344-3560
FAX: 505-344-3590

PACKING LIST**SHIP TO:**

Mr. Bob Cates
Eastern NM University
Oilfield Training Center
Roswell, NM 88202

FROM:

Joe Curfman
CS Manufacturing, Inc.
4208 Balloon Park Road, NE
Albuquerque, NM 87109

DATE: October 20, 1994

Item	Qty	Description	S/N
1	1	Computer - Evolution IV 256K Cache / Modem 12M Memory Warp 2 Video Board	0603348 006265
2	1	CIO/DIO	XX041001
3	1	Send/Receive	9421
4	1	DPWS22	941001
5	1	Driller's Console	941001D
6	1	Drawworks Console	941001DW
7	1	Choke/Tree Console	941001C
8	1	BOP/Subsea Console	941001B
9	1	20" Monitor	5443014035
10	1	14' Monitor	8134502550

The Simulator Company

NEW MEXICO JUNIOR COLLEGE
Personnel Recommendation for Board Consideration



The following candidate is being recommended for employment as follows: Date 3-1-01

Candidate's name Charley R. Carroll

Position title Director of Physical Plant

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 3-16-01 Standard contract length 12 mos. 9 mos. other _____

Funding source NMJC Operating Budget - Physical Plant

Paid advertising beyond *standard Hobbs News-Sun, Albuquerque Journal, Lubbock Avalanche Journal,
(* Standard: Direct Mail to approximately 65 colleges in a 5-state region, NM Dept. of Labor, NMJC Website & KLMA Radio)
Midland Reporter Telegram and Odessa American.

Posted salary range \$42,311-\$52,889 Recommended annual salary \$52,889 Prorated salary yes no
(Employment date through June 30)

Account number(s) with respective % allocation(s) 1-2042-15-810 100%

Recommended and approved by:

Steve McCleary
Supervisor

Vice President

Steve McCleary
Dean/Director
President

Selection Committee Members: Ainsworth, Joy Morrill, Bill Zuniga, Ismael
Davis, Steve Morris, Richard
Fleming, Richard Organ, Regina
Hardin, Dan Oswald, Sam
Ingram, Philip Rash, Bill

Comments: Mr. Charley R. Carroll meets or exceeds the requirements for this position.

ABBREVIATED RESUME

Position

Director of Physical Plant

Personal Data

Name: Charley Carroll

Education

B.S., California Coast University, Santa Ana, CA 1990

Professional Experience

Cheryls Candles, Lubbock, TX
Part-time Business Owner

6/00 to Present

Eagle Picher Industries - CED, Lubbock, TX
Various positions held over the years include:
Plant Maintenance Manager and Facility Director
Project Manager over Caterpillar Mining Truck Group
Project Manager over FMTV Military Contracts
Purchasing Manager over indirect materials
Safety Officer
EPA - Environmentalist
Fixture and Tool Design Manager
Machine Tool Equipment Buyer
Supervisor over Welding, Machine Shop, First Generation Laser,
Plasmas, Burners, Press Brakes, Etc.

4/70 to 6/00

Organizations

American Management Association - Member
Roosevelt Independent School District - School Board Member
Society of Manufacturing Engineers - Senior Member



New Mexico Junior College Career Opportunities

Position Announcement • December , 2000

Position Title: Director of Physical Plant

Position Description: New Mexico Junior College is accepting applications for the position of Director of Physical Plant. This position reports to the President of the college and is responsible for the college's physical plant operations including: maintenance, custodial, motor pool, warehouse, central receiving, construction and renovations, utilities, roads, parking and grounds, long range planning, and promoting a team and service oriented work environment to achieve campus missions and goals.

Qualifications: A bachelor's degree in engineering, architecture, management, or related field preferred. All degrees must be from a regionally accredited institution. A minimum of five years management/supervisory experience with an emphasis on maintenance and construction required. Must have hands on experience and knowledge of applicable building codes and standards, preventive maintenance methods, construction and renovations. It is desirable that applicants have professional experience in planning, organizing, and directing a journey-level work force in an institutional setting.

Additional Qualifications: Experience in and knowledge of building codes, mechanical codes, OSHA, ADA, health and safety regulations. Experience in budget administration and computer applications, including facilities management systems, CAD, spreadsheets, and word processing. Excellent organizational, verbal and written communication skills and the ability to work in a team-based environment. Must be able and willing to work variable hours and obtain construction licenses as required by the President. Must pass a pre-employment background check, possess a valid drivers license and be approved to drive a college vehicle.

Salary/Benefits: This is a full-time, exempt, professional position with a salary range of \$42,311 to \$52,889. Standard NMJC benefits apply. Note: NMJC does not participate in social security deductions.

Application Deadline: January 12 , 2001, at 5:00 p.m., MST. Please Note: NMJC will be closed December 23, 2000 through January 7, 2001. 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: Director of Physical Plant

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remark</u>
Hicks, James	No	No	
Bowen, Gerrid	No	No	
Carroll, Charley	Yes	Yes	Start Date: pending Board approval
Miller, Daniel	No	No	
Turnbow, Johnny	No	No	Incomplete application materials
Leland, William	No	No	Incomplete application materials
Nicholson, Don	No	No	Incomplete application materials
Worley, Delores	No	No	
Williamson, Mike	No	No	
Lewis, William	No	No	
Leake, Randy	No	No	
Wright, Bill	No	No	Incomplete application materials
Maritt, Jama	No	No	
Francke, Erich	Yes	No	
Dean, James	No	No	
Sandoval, David	No	No	
Carpenter, Roy	Yes	No	
Irwin, Tom	No	No	

NEW MEXICO JUNIOR COLLEGE
Personnel Recommendation for Board Consideration



The following candidate is being recommended for employment as follows: Date 3/7/01

Candidate's name Amparo J. Salazar

Position title Accountant

New position Existing position Classification Faculty Professional Other _____

Is candidate related to another NMJC employee? yes no If so, to whom Melinda Jacobo, niece through marri
(Melinda is Allied Health Departmental S

Effective date of employment 4/1/01 Standard contract length 12 mos. 9 mos. other _____

Funding source Institutional

Paid advertising beyond *standard Hobbs News Sun
(* Standard: Direct Mail to approximately 65 colleges in a 5-state region, NM Dept. of Labor, NMJC Website & KLMA Radio)

Posted salary range \$33,880 to \$35,595 Recommended annual salary \$34,000 Prorated salary yes no
(Employment date through June 30)

Account number(s) with respective % allocation(s) 1-2042-14-110 (100%)

Recommended and approved by:

Dan Hardin
Supervisor

Dan Hardin
Vice President

Steve McCleary
Dean/Director
President

Selection Committee Members: Dan Hardin

Deby Beran

Amy Robledo

Robert Guthrie

Beth Hancock

Comments: _____

ABBREVIATED RESUME

Position

Accountant

Personal Data

Name: Amparo J. Salazar

Education

B.B.A., College of the Southwest, Hobbs, NM, 1996
A.A.S., New Mexico Junior College, Hobbs, NM, 1995

Professional Experience

Johnson, Miller & Co., Hobbs, NM Staff Accountant	12/97 to Present
City of Hobbs, Hobbs, NM Staff Accountant Accounts Payable Clerk	1/97 to 12/97 12/95 to 1/97
Lea County, Lovington, NM Deputy Clerk	10/92 to 12/95
FEMA, Hobbs NM Temporary Caseworker	6/92 to 10/92
Acosta Brothers Machine Shop, La Mesa, TX Office Manager	1991 to 1992
Salazar Bookkeeping, La Mesa, TX Owner, Seasonal tax preparation	1986 to 1992
Our Lady of Guadalupe La Mesa Credit Union, La Mesa, TX Manager	1978 to 1991

Organizations

Lea County Women's Network, Finance/Mentor, 1999 to present
COPAS (Council of Petroleum Association Society), 2000 to present

Honors

Phi Theta Kappa Society, College of the Southwest, 1993



New Mexico Junior College Career Opportunities

Position Announcement • December, 2000 (revised 1/12/01)

Position Title: Accountant

Position Description: The Accountant reports administratively to the Vice President for Finance. Duties and responsibilities include, but are not limited to the following: (1) Review, perform, and coordinate accounting transactions and prepare various financial reports; (2) Assist with the annual audit preparation including needed reports and audit entries; (3) Be responsible for the security and safekeeping of financial records; (4) Maintain cash budgets, monitor collateralization of bank accounts and make cash investments; (5) Reconcile bank statements and cash investments, recording reconciling items and interest earnings; (6) Review cash requirements and edit check runs prepared by Accounts Payable. Review each check for proper documentation; (7) This position requires a broad understanding of subsidiary and general ledger operations carried out through computer applications; (8) Other duties and administrative projects as may be assigned by the Vice President for Finance; and (8) Nothing contained herein shall limit the president in assigning the employee to any of the various college activities for which he/she would be qualified in order to meet the needs of New Mexico Junior College.

Qualifications: Bachelor's degree in accounting or related fields from a regionally accredited institution is required. Problem solving and analytical abilities, computer expertise, and communication skills required.

Salary/Benefits: This is a Professional exempt position. Starting salary range is \$33,880 to \$35,595, depending on education and experience. Standard NMJC benefits apply. Note: NMJC does not participate in social security deductions.

Application Deadline: Open until filled. To ensure consideration, all application materials must be received by the deadline. Please do not send any application materials via e-mail.

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

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

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New Mexico Junior College

Career Opportunities

Position Announcement • December , 2000

Position Title: Accountant

Position Description: The Accountant reports administratively to the Vice President for Finance. Duties and responsibilities include, but are not limited to the following: (1) Review, perform, and coordinate accounting transactions and prepare various financial reports; (2) Assist with the annual audit preparation including needed reports and audit entries; (3) Be responsible for the security and safekeeping of financial records; (4) Maintain cash budgets, monitor collateralization of bank accounts and make cash investments; (5) Reconcile bank statements and cash investments, recording reconciling items and interest earnings; (6) Review cash requirements and edit check runs prepared by Accounts Payable. Review each check for proper documentation; (7) This position requires a broad understanding of subsidiary and general ledger operations carried out through computer applications; (8) Other duties and administrative projects as may be assigned by the Vice President for Finance; and (8) Nothing contained herein shall limit the president in assigning the employee to any of the various college activities for which he/she would be qualified in order to meet the needs of New Mexico Junior College.

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Application Deadline: January 12, 2001 at 5:00 p.m. MST. Please Note: NMJC will be closed December 23, 2000 through January 7, 2001. To ensure consideration, all application materials must be received by the deadline. Please do not send any application materials via e-mail.

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APPLICANT LIST

Position: Accountant

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remark</u>
Gibson, Gerald	No	No	
Caudill, Rita	No	No	
Munoz, Gloria	No	No	
Baten, Tracy	No	No	
Magirl, Michael	No	No	Incomplete application materials
Sudduth, Carolyn	Yes	No	
Stephens, A. Mashell	No	No	
Gillard, Clark	No	No	
Lyles, Lennie	No	No	
Salazar, Amparo	Yes	Yes	Start Date: pending Board approval
Stoneman, Brent	No	No	Incomplete application materials

CONFIRMATION REPORT - MEMORY SEND

Time : APR-16-01 11:46
Fax number: 5053922526
Name : NMJC 505 392 2526

Job : 268
Date : APR-16 11:45
To : 9--3935724
Doc. pages : 02
Start time : APR-16 11:45
End time : APR-16 11:46
Pages sent : 02
Job:268

***** SEND SUCCESSFUL *****

NEW MEXICO JUNIOR COLLEGE

OFFICE OF THE PRESIDENT

5317 Lovington Highway • Hobbs • New Mexico • 88240



505/392-5018



505/392-2526

Date: April 16, 2001

Total # of pages including cover sheet: 2

To: Starla Jones

Recipient Fax: 505/393-5724

From: Jerri Shields

Memo: Here is the agenda for the budget work session scheduled for tomorrow. Thanks.

Fax•Fax•Fax•Fax•Fax•Fax•Fax•Fax•Fax•Fax•Fax•Fax

NEW MEXICO JUNIOR COLLEGE

BOARD WORK SESSION

TUESDAY, APRIL 17, 2001

Moran Building - Multi-Purpose Room

1:30 p.m.

AGENDA

- | | |
|---|------------|
| A. Call to Order | Mr. Newman |
| B. 2001-2002 Operating Budget - For Discussion Only | Mr. Newman |
| C. Adjournment | Mr. Newman |