

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, October 20, 2005

Zia Room - Library

4:00 p.m.

AGENDA

- | | |
|----------------------------------------------------------------|-----------------|
| A. Welcome | Larry Hanna |
| B. Adoption of Agenda | Larry Hanna |
| C. Approval of Minutes of September 22, 2005 | Larry Hanna |
| D. President's Report | Steve McCleery |
| E. New Business | |
| 1. Monthly Expenditures Report | Dan Hardin |
| 2. Monthly Revenue Report | Dan Hardin |
| 3. Oil and Gas Revenue Report | Dan Hardin |
| 4. Schedule of Investments | Dan Hardin |
| 5. Consideration of Bid #975 - Janitorial Supplies | Frank Collins |
| 6. Consideration of Museum General Admissions Fees | Steve McCleery |
| 7. Consideration of JPA - New Mexico Education Services Center | Steve McCleery |
| 8. Consideration of Amended NMJC Board Policy #805 | Renee Wharton |
| 9. Personnel Consideration – Professor of Nursing | Mary Jane Ward |
| 10. Personnel Consideration – Custodial Position | Charley Carroll |
| 11. Consideration of TIAA-CREF Open Plan Solutions | Steve McCleery |
| F. Closure of Open Meeting | Larry Hanna |
| G. Public Comments | Larry Hanna |
| H. Announcement of Next Meeting | Larry Hanna |
| I. Adjournment | Larry Hanna |

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

SEPTEMBER 22, 2005

MINUTES

The New Mexico Junior College Board met on Thursday, September 22, 2005, beginning at 5:00 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Larry Hanna, Chairman; Mr. Phillip Jones; Mr. Guy Kesner; Mrs. Yvonne Williams; Mr. John Hice, Jr.; and Mr. Ron Black. Not present was Ms. Patricia Chappelle.

Mr. Hanna called the meeting to order and welcomed visitors and guests present: Cameron Ward, Hobbs News Sun; David Pyeatt, New Mexico Junior College Foundation Board; and Bill Sims, Lea County Cowboy Hall of Fame Board.

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

Upon a motion by Mr. Kesner, seconded by Mr. Jones, the board unanimously approved the minutes of August 12, 2005, as written. Upon a motion by Mrs. Williams, seconded by Mr. Black, the board unanimously approved the minutes of August 18, 2005, as written.

Under *President's Report*, Marilyn Dill gave an update on the North Central Self Study and shared with the board a tentative schedule for the visit. John Gratton, along with Daniel Russell and Richard Trout with the Hobbs News Sun, shared ideas for offering journalism classes. Dr. McCleery reported the Capital Projects hearing held in Portales went well.

Under *New Business*, Dan Hardin presented the August financial reports and with a motion by Mr. Kesner, seconded by Mr. Hice, the board unanimously approved the expenditures for August, 2005.

Dr. McCleery presented the 2005 Campus Master Plan as presented at the previous work session. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the board unanimously approved the plan.

Dr. McCleery presented the proposed Campus Village Development Project. As a result of the initiative to provide student and staff housing, the college is being asked to share the cost of the student housing study with CSW, EDC, the City of Hobbs, and Lea County. The pro-rata share is \$15,000 per entity and would be funded from college reserves. Upon a motion by Mr. Black, seconded by Mr. Hice, the board unanimously approved the cost up to \$15,000.

Dr. McCleery presented a recommendation to waive the tuition and fees for the Fall 2005 semester for any student whose college studies were interrupted by Hurricane Katrina. Upon a motion by Mr. Kesner, seconded by Mr. Jones, the board unanimously approved the recommendation for the Fall 2005 and Spring 2006 semesters.

Dr. McCleery recommended Ms. Lisa Seed for the Director of Lea County Cowboy Hall of Fame position at an annual salary of \$36,465. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the board unanimously approved the employment of Ms. Seed, effective September 22, 2005.

Dr. Gratton recommended Ms. Renee Winkles for the Allied Health Academic Advisor & Retention Specialist position at an annual salary of \$37,375. Upon a motion by Mr. Hice, seconded by Mrs. Williams, the board unanimously approved the employment of Ms. Winkles, effective September 26, 2005.

Charley Carroll recommended Ms. Sherry McNeal for the Groundskeeper I position. Ms. McNeal is related to Charles Necaise – Security Officer. Upon a motion by Mr. Jones, seconded by Mr. Black, the board unanimously accepted the recommendation.

Mr. Hanna called for comments from the public. Mr. Sims invited the board to the Lea County Cowboy Hall of Fame Banquet on October 15, 2005. The next regular board meeting was scheduled for October 20, 2005, beginning at 4:00 p.m.

Upon a motion by Mr. Jones, seconded by Mr. Kesner, the board meeting adjourned at 5:40 p.m.

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: New Mexico Junior College Board Members
From: Dan Hardin
Date: October 5, 2005
RE: Expenditure and Revenue Reports for September

September represents month three or the end of the first quarter of the 2005/2006 fiscal year. The expenditure report reflects expenditure totals that include funds expended and encumbered. The total year-to-date funds expended and/or encumbered through September 2005 is \$7,819,388.00.

In the review of the Instruction and General, we see normal expenditures for this time of year. Student aid normally has a large portion of the expenditures at the first of the fall semester. Total current unrestricted fund expense through September is \$4,632,569.00, which is 25% of the budget.

In the restricted funds \$1,919,893.00 was expensed through September, this is 29% of the budget.

The plant funds are showing expenditures for the Western Heritage Center and Student Center construction projects as we are near completion for these projects. Total plant funds expended or encumbered through September is \$1,266,926.00.

Total funds expended or encumbered through September is \$7,819,388.00

The revenue for September is \$1,387,539.00, with \$1,319,356.00 generated in unrestricted funds. Oil and Gas revenues continue to be strong, with the total of \$1,430,452.00 including two months of actual production and the accrual of \$280,433.00. The Auxiliary Enterprise revenue streams are on track with where we should be after the first quarter of the year. Total year-to-date unrestricted revenue is \$5,371,226.00, this is over where we were at this time last year.

Please take the time to see the Bookstore in the Student Center, we are very pleased with the new area and fixtures. The new Bookstore manager Pam Fulcher and her staff are doing an outstanding job, and have created a large college bookstore atmosphere.

In the restricted funds through September we have drawn down \$1,296,653.00 mainly from Pell grant and direct loan funds.

There has not been any revenue in plant funds to date.

Total revenue for September is \$1,387,539.00 total year-to-date is \$6,667,879.00, which is 22% of the projected budget.

The Oil and Gas report has the actual revenue for July and August of \$1,147,222.00, which is \$586,356.00 over the projected budget for the two months.

The Investment report shows that we began the month with \$5,625,000.00 in LGIP funds and ended the month with the same \$5,625,000.00. We have \$4,328,670.47 in designated capital projects.

This is the report for September.

NEW MEXICO JUNIOR COLLEGE

Expenditure Report

September 2005

25% of Year Completed

Fund	2004-05			2005-06			
	Final Budget	Year-to-Date Expended or Encumbered	Percentage of Budget Expended	Budget	Current Expended or Encumbered	Year-to-date Expended or Encumbered	Percentage of Budget Expended
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Instruction	5,984,393	1,222,555	20%	5,953,998	534,774	1,524,172	26%
Academic Support	1,185,396	238,756	20%	1,541,148	127,085	441,376	29%
Student Services	955,616	238,563	25%	1,049,052	78,210	300,693	29%
Institutional Support	3,898,029	569,211	15%	4,197,348	169,050	678,714	16%
Operation & Maintenance of Plant	1,830,426	412,086	23%	2,093,346	204,168	463,189	22%
Subtotal - Instruction & General	13,853,860	2,681,171	19%	14,834,892	1,113,287	3,408,144	23%
Student Activities	122,357	42,931	35%	169,388	13,401	48,644	29%
Research	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	952,617	272,888	29%	990,415	169,336	232,148	23%
Student Aid	331,910	148,639	45%	352,934	103,734	213,910	61%
Auxiliary Enterprises	1,490,708	528,320	35%	1,577,588	386,716	524,323	33%
Athletics	682,292	77,323	11%	700,552	59,018	205,400	29%
Total Current Unrestricted Fund	17,433,744	3,751,272	22%	18,625,769	1,845,492	4,632,569	25%
CURRENT RESTRICTED FUND							
Grants	1,849,374	305,948	17%	1,938,268	137,202	312,427	16%
Student Aid	4,422,593	2,398,204	54%	4,694,393	733,386	1,607,466	34%
Total Current Restricted Fund	6,271,967	2,704,152	43%	6,632,661	870,588	1,919,893	29%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	9,047,285	7,463,569	0%	5,510,484	158,058	1,162,580	21%
Projects from State GOB Funds	4,549,839	4,221,434	93%	3,426,130	4,491	10,806	0%
Projects from State STB Funds	1,885,297	0	0%	0	0	0	0%
Projects from General Fund	648,945	0	0%	1,350,000	0	0	0%
Projects from Private Funds	1,350,000	0	0%	456,042	0	0	0%
Projects from State ER&R	415,030	0	0%	374,208	0	0	0%
Projects from State BR&R	480,452	52,920	11%	25,555	47,882	93,540	366%
Projects from Auxillary BR&R	47,709	35,507					
Subtotal - Capital and BR&R	18,424,557	11,773,430	64%	11,142,419	210,431	1,266,926	11%
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
Total Plant Funds	18,424,557	11,773,430	64%	11,142,419	210,431	1,266,926	11%
GRAND TOTAL EXPENDITURES	42,130,268	18,228,854	43%	36,400,849	2,926,511	7,819,388	21%

NEW MEXICO JUNIOR COLLEGE

Revenue Report

September 2005

25% of Year Completed

Fund	2004-05			2005-06			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	1,734,700	943,593	54%	2,438,985	18,722	945,603	39%
State Appropriations	8,089,900	2,076,824	26%	7,553,000	589,542	1,768,625	23%
Advalorem Taxes - Oil and Gas	3,409,779	927,543	27%	4,165,200	574,245	1,430,452	34%
Advalorem Taxes - Property	2,468,000	107,542	4%	2,588,000	10,350	68,406	3%
Interest Income	155,871	15,747	10%	120,000	28,725	28,725	24%
Other Revenues	146,500	73,161	50%	250,050	26,644	85,556	34%
Subtotal - Instruction & General	16,004,750	4,144,410	26%	17,115,235	1,248,228	4,327,367	25%
Student Activities	47,800	28,129	59%	120,000	34	47,320	39%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	13,000	0	0%	14,000	0	0	0%
Auxiliary Enterprises	1,802,550	985,094	55%	1,922,200	68,103	987,565	51%
Athletics	36,600	8,625	24%	39,600	2,991	8,974	23%
Total Current Unrestricted	17,904,700	5,166,258	29%	19,211,035	1,319,356	5,371,226	28%
CURRENT RESTRICTED FUND							
Grants	1,849,374	78,660	4%	1,938,268	30,717	115,546	6%
Student Aid	4,422,593	371,778	8%	4,694,393	37,466	1,181,107	25%
Total Current Restricted	6,271,967	450,438	7%	6,632,661	68,183	1,296,653	20%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	3,612,996	923,293	26%	3,426,130	0	0	0%
Projects from State STB Funds	1,885,297	0	0%	0	0	0	0%
Projects from Private Funds	648,945	0	0%	1,350,000	0	0	0%
Projects from Other State Funds	1,350,000	0	0%	0	0	0	0%
Interest Income	0	0	0%	0	0	0	0%
Total Plant Funds	7,497,238	923,293	12%	4,776,130	0	0	0%
GRAND TOTAL REVENUES	31,673,905	6,539,989	21%	30,619,826	1,387,539	6,667,879	22%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

September 2005

25% of Year Completed

		OIL		GAS		COMBINED		
Sales	Month of Distribution	Price per BBL	Lea County BBLs sold	Price per MCF	Lea County MCF sold	Monthly Revenue	2005-06 Original Budget	Variance Over (Under) Budget
Actual	July	\$44.01	3,052,684	\$6.29	17,564,482	573,597	280,433	293,164
Actual	August	\$52.41	2,930,766	\$6.09	17,298,452	573,625	280,433	293,192
Actual	September					280,433	280,433	0
Accrual	October							0
Accrual	November							0
Accrual	December							0
Accrual	January							0
Accrual	February							0
Accrual	March							0
Accrual	April							0
Accrual	May							0
Accrual	June							0
Y.T.D. Production Tax Revenue						1,427,655	841,299	586,356
Y.T.D. Equipment Tax Revenue						2,797		2,797
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						1,430,452	841,299	589,153

Source: New Mexico Taxation and Revenue Department

Per Johnson, Miller & Co., C.P.A.'s, an accrual is made for oil and gas revenue for the reporting month.

NEW MEXICO JUNIOR COLLEGE
Schedule of Investments
September 2005

25% 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	5,625,000	N/A	N/A	N/A	7102-1348	3.00%	14,507
Total Investments	<u>5,625,000</u>						<u>14,507</u>

Summary of Current Month's Activity	
Beginning amount	5,625,000
Plus: deposits	0
Less: withdrawals	0
Capital Projects	4,328,670
Reserves Invested	1,296,330
Total LGIP Investment	5,625,000

Capital Projects	9/30/2005
Technology Upgrade	117,839.00
Workforce Training Center	1,191,750.14
High Tech Start Up	163,346.40
Vehicles	132,430.49
Western Heritage Museum	0.00
Drawings and Master Plan	74,034.95
Baseball Field	163,940.14
Rodeo Arena	7,836.78
Dormitory Landscape	45,519.03
Circle Drive	32,240.11
Roadway Parking Lot Seal Coat	0.00
BR&R Carryover	13,334.91
Millen Fence/Landscape	125,851.17
Ben Alexander Student Center	204,400.81
JASI	287,109.64
Computer Equipment Rebates	7,996.41
Clerk of the Works	582.08
Marketing	70,089.56
West Texas ITV	50,000.00
Equestrian Center	150,000.00
Telephone System	30,090.48
Student Housing Construction	1,190,278.37
Classroom Furniture Replacement	20,000.00
Video Security Cameral Replacmt	0.00
Testing Center	250,000.00
Total	4,328,670.47

NOTE: Capital projects total does not include encumbered funds

NEW MEXICO JUNIOR COLLEGE

Invitation to Bid #975

Janitorial Supplies

BOARD DOCUMENTS

Date: October 12, 2005
Prepared by: Frank D. Collins
Coordinator of Purchasing

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

General Information

1. A legal notice was posted in the Hobbs News Sun and the college website requesting sealed bids for janitorial supplies.
2. Seven vendors submitted bids within the time frame specified by the bid package.
3. No vendors were present at the opening.
4. The Business Office and Custodial Department have evaluated the bids received and their recommendation is shown on Page 3.

NEW MEXICO JUNIOR COLLEGE

Board Documents

Evaluation and Recommendations

The vendors responding to Invitation to Bid #975 are: Grainger Industrial Supply, Niles IL, Interboro Packaging Corporation, Montgomery NY, Wagner Supply Company, Odessa TX, Blaine Industrial Supply, Hobbs NM, Central Poly Corporation, Linden NJ, Springtime Janitorial Supply, Carlsbad NM, and Huco Products, Lubbock TX.

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

Wagner Supply Company:	\$ 22,195.61
Springtime Janitorial Supply:	\$ 8,612.71
Blaine Industrial Supply:	\$ 1,881.90
Huco Products:	\$ 1,256.08
Grainger Industrial Supply:	\$ 670.94
Interboro Packaging Corp:	\$ 5,430.00

Total Awarded: \$40,047.74

The bid response results are shown on Page 3A (Tabulation Summary).

Source of Funding: Custodial Supplies & Expense Account - FY 2005-2006
Account Number: 11000 - 1102 - 7110 - 141

NEW MEXICO JUNIOR COLLEGE												
Invitation to Bid #775 Tabulation												
#	Description & Specifications	Unit	Qty	Wagner	Springtime	Blaine	Huco	Grainier	Interboro	Central	Ext Total	Comments
		req'd	req'd	\$	\$	\$	\$	\$	\$	\$		
1	Trash Can Liners 40x48 250p/c 16 microns high density in roll	cs	100	\$ 25.95	\$25.56	NB	NB	\$41.92	\$22.84	\$17.40	\$7,284.00	Interboro is the only vendor who can ship in increments
2	Trash Can Liners 30x36 500p/c 10 microns high density in roll	cs	100	\$ 19.40	\$30.24	NB	NB	\$21.55	\$16.84	\$14.80	\$1,684.00	Interboro is the only vendor who can ship in increments
3	8' roll towels bleached non-perforated 400 p/r 12 rolls p/ c	cs	150	\$ 49.60	NB	NB	NB	NB			\$7,440.00	
4	Jumbo roll Toilet tissue 2 ply 2000' per roll 7827 Scott or equal	cs	225	\$ 28.54	\$29.95	\$29.95	NB	NB			\$6,421.50	
5	Toilet tissue 2 Ply Roll 96 per case	cs	16	\$ 30.46	\$30.99	\$31.80	\$36.12	NB			\$487.36	
6	Sani-fresh Hand Soap and Body Shampoo Only	cs	40	\$ 29.20	NB	\$51.95	NB	NB			\$1,168.00	
7	Sani-fresh Dispensers Only	cs	30	\$ 11.44	NB	\$17.10	NB	NB			\$343.20	
8	Sani Tuff 3.5 litres with gel	cs	12	\$ 42.80	NB	\$44.50	NB	NB			\$513.60	
9	Toilet Bowl Cleaner (Non-Acid)	qt	600	\$ 1.81	\$1.75	\$3.70	\$2.02	NB			\$1,050.00	
10	Bleach 5% gal. (6gal. Per case	gal	360	\$ 1.71	NB	\$1.70	\$2.10	\$1.45			\$507.50	
11	Comet cleaner with bleach (in liquid)	cs	86	\$ 32.70	NB	\$34.32	\$36.94	NB			\$2,812.20	
12	Razor blade safety scraper holder	bx	2	\$ 1.30	\$66.47	NB	NB	NB			\$2.60	
13	Hillyard super shine in one gal.	gal	250	NB	\$10.97	NB	NB	NB			\$2,742.50	
14	Hillyard seal 34" in 5 gal.	gal	55	NB	\$83.45	NB	NB	NB			\$4,589.75	
15	Workhorse Ultra stripper	qt	50	NB	NB	NB	\$7.70	NB			\$385.00	No bid submitted for this item
16	Share De Scale	qt	72	NB	NB	NB	NB	NB			NB	
17	Piran plastic quart bottles	qt	200	\$ 0.45	\$0.60	\$0.49	\$0.55	NB			\$90.00	
18	Mophead rayon 32 oz. Web looped end Shrinkless	cs	12	\$ 97.00	NB	NB	NB	NB			\$1,164.00	
19	Scouring green pad 6"x9" 10 pads in box heavy duty	bx	20	\$ 6.35	\$13.29	NB	NB	\$13.47			\$127.00	
20	Scouring green pad 6"x9" 10 pads in box light duty	bx	20	\$ 6.10	\$17.78	NB	NB	\$11.60			\$122.00	
21	Ostich leather duster long leather 20" overall length, 10" hnd		12	\$ 9.63	\$7.86	\$11.75	NB	\$17.52			\$94.32	
22	Wet floor signs (CAUTION WET FLOOR) 36" HIGH, 4 sides	bx	6	\$ 26.55	\$22.69	\$25.80	NB	\$30.94			\$136.14	
23	Pumice sticks	bx	50	\$ 18.10	\$18.69	\$19.35	\$16.44	\$29.34			\$822.00	
24	Laundry Tide 36 lbs box	bx	6	\$ 64.40	\$68.13	\$75.20	NB	\$69.11			\$386.40	
25	Disposable nitrile gloves small *	cs	10	\$ 69.00	\$67.50	NB	\$83.90	\$99.40	\$43.00		reject	Do not carry powder free gloves, specs not met
26	Disposable nitrile gloves X large*	cs	10	\$ 69.00	\$67.50	NB	\$83.90	\$99.40	\$43.00		reject	Do not carry powder free gloves, specs not met
27	Disposable nitrile gloves medium *	cs	10	\$ 69.00	\$67.50	NB	\$83.90	\$99.40	\$43.00		reject	Do not carry powder free gloves, specs not met
28	Disposable nitrile gloves large*	cs	10	\$ 69.00	\$67.50	NB	\$83.90	\$99.40	\$43.00		reject	Do not carry powder free gloves, specs not met
29	Dust mops clip on handles		6	NB	NB	NB	\$8.18	NB			\$49.08	
30	Lobby dust pans		6	\$ 10.40	\$11.16	\$9.65	\$14.08	\$30.95			\$57.90	
31	Wet mop handles 64" fiberglass poelerglass head		24	NB	\$9.60	\$11.98	\$8.18	\$6.81			\$163.44	
32	Lemon disinfectant floor cleaner	gal	240	\$ 7.18	\$7.44	\$5.95	NB	NB			\$1,428.00	
33	Trigger spray for 32 oz. Chemical resistant (red/white only)		175	\$ 2.47	\$1.09	\$0.49	NB	NB			\$432.25	Other two vendors did not meet chem resist trigger specs
34	44 quart downward pressure wringer		8	\$ 78.50	\$59.19	\$49.50	\$53.27	\$88.36			\$396.00	
35	Disposable nitrile gloves powder free in small	cs	8	\$ 69.00	NB	NB	\$83.90	\$85.76	\$43.00		\$344.00	
36	Disposable nitrile gloves powder free in large	cs	8	\$ 69.00	\$70.35	NB	\$83.90	\$85.76	\$43.00		\$344.00	
37	Disposable nitrile gloves powder free in medium	cs	8	\$ 69.00	NB	NB	\$83.90	\$85.76	\$43.00		\$344.00	
38	Disposable nitrile gloves powder free in x large	cs	10	\$ 69.00	NB	NB	\$83.90	\$85.76	\$43.00		\$430.00	
39	Stainless polish (Quarts)	cs	20	\$ 34.30	NB	\$95.80	\$38.88	\$63.54			\$686.00	
40	TOTAL			\$22,195.61	\$8,612.71	\$1,881.90	\$1,256.08	\$670.94	\$5,430.00		\$40,047.74	
41												
42												
43												
44												
45												
46	NB - No bid submitted											
47	* All gloves must be powder free											
48	MAAn open purchase order will be issued to the vendor - we stipulated this in our											
49	bid terms and conditions. Due to storage space limitations, we do not want the entire order sent to NMLIC.											
50	MAAn Non chemical resistant spray triggers only last approx one week; chem resistant spray triggers last from											
	five to seven weeks.											

**Western Heritage Museum
Lea County Cowboy Hall of Fame**

TO: College Board
New Mexico Junior College
FROM: Karen Wiley
Executive Director, Western Heritage Museum and Lea County Cowboy
Hall of Fame
RE: Museum General Admissions Fees
DATE: October 5, 2005

Prepared for the College Board agenda schedule Thursday, October 20, 2005

Bark Ground:

At the regularly scheduled monthly board meeting on Thursday, September 22, 2005, the Museum Advisory Board voted on the fee structure. The recommended fee structure is based on comparative research of museums that are similar in size, area population, college affiliated and/or subject matter. Research also included comparative pricing for entertainment venues within Lea County. This pricing structure will be waived to individuals with museum members.

Upon a motion by Ms Spence, seconded by Mr. Davis, the Advisory Board unanimously approved the general admissions pricing structure with the recommendation to be presented to the College Board for final approval.

Adults = \$3.00

Seniors 65+ = \$2.00

Youth 6 to 18 = \$2.00

Children 5 and under = free

School groups from Lea County will be admitted free of charge

School groups from out-side the County will pay \$1 admission fee

Discounts would be offered to military, American Automotive Association (AAA) and groups of 10 or more.

Financial Impact:

This revenue source will help to off-set the general operating expenses of the Museum. Admissions moneys will be deposited into the college revenue fund.

Recommendation:

The Museum Advisory Board request approval by the New Mexico Junior College Board on the general admission fees structure for the Western Heritage Museum and Lea County Cowboy Hall of Fame.



NEW MEXICO JUNIOR COLLEGE

Office of the President

To: New Mexico Junior College Board
From: Steve McCleery *SM*
Date: October 8, 2005
RE: JPA – New Mexico Education Services Center

Attached is a copy of a Joint Powers Agreement (JPA) which provides for the establishment of the New Mexico Education Services Center. New Mexico Junior College, Santa Fe Community College, and Northern New Mexico Community College have participated in the Joint Administrative Software Initiative (JASI) for the past several years, and New Mexico Technet has provided technical services to all three institutions for the JASI initiative. As the JASI initiative matured, additional members want to join the consortium and additional services are needed. The JPA provides the appropriate means to support this need. The JPA has been reviewed and approved by Bill Shoobridge, as well as Charlotte H. Hetherington with the Scheuer, Yost, and Paterson Law Firm.

It is my recommendation that you approve the JPA.

Thank you for your consideration!

SHOBRIDGE LAW FIRM, P. C.

WILLIAM G. W. SHOBRIDGE

701 NORTH GRIMES STREET
HOBBS, NEW MEXICO 88240

(505) 397-2496

FAX: (505) 397-2497

E-MAIL: shooblaw@aol.com

████████████████████
MATTHEW T. TUCKER

September 22, 2005

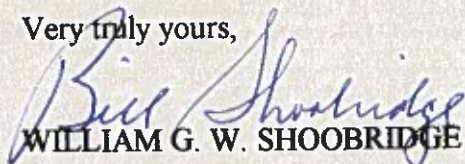
Dr. Steve McCleery
New Mexico Junior College
5317 Lovington Highway
Hobbs, New Mexico 88240

Re: Joint Powers Agreement for the Establishment of the New Mexico Education Services Center

Dear Dr. McCleery:

I have reviewed and approve the Joint Powers Agreement for the Establishment and Operation of the New Mexico Education Services Center. I believe the JPA is consistent with Section 13-1-135 authorizing any state agency or local public body to participate in cooperative procurement. Please let me know if you have further questions.

Very truly yours,


WILLIAM G. W. SHOBRIDGE

/jc



NEW MEXICO JUNIOR COLLEGE

Office of the President

To: New Mexico Junior College Board
From: Steve McCleery *SM*
Date: October 8, 2005
RE: JPA – New Mexico Education Services Center

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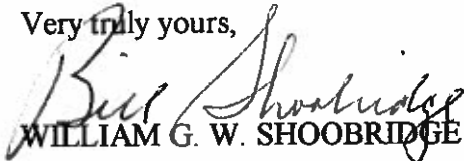
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*Re: Joint Powers Agreement for the Establishment of the New Mexico Education
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Very truly yours,


WILLIAM G. W. SHOOBRIDGE

/jc

JOINT POWERS AGREEMENT
for the Establishment and Operation of the New Mexico Education Services Center

THIS JOINT POWERS AGREEMENT (“Agreement”) is made and entered into by and among the SANTA FE COMMUNITY COLLEGE (“SFCC”), NEW MEXICO JUNIOR COLLEGE (“NMJC”) and NORTHERN NEW MEXICO COLLEGE (“NNMC”) (individually, a “Party” and collectively, “the Parties”). Each Party is located in a community college district of the State, or established by New Mexico’s Constitution, and is a state educational institution and a public agency as defined in Section 11-1-2(A) NMSA 1978, or in the enabling New Mexico Constitution. The Governing Board of each Party will approve this Agreement.

WHEREAS, the Parties are authorized to enter into Agreements in accordance with and pursuant to the Joint Powers Agreements Act, Sections 11-1-1 through 11-1-7 NMSA 1978 (the “Act”); and

WHEREAS, the Parties desire to provide for the addition of other public entities providing post secondary educational programs in New Mexico as parties to this Agreement; and

WHEREAS, the purpose of this Agreement is to acquire, implement, own and operate the facility where equipment and administrative software is operated, updated, secured and housed for the benefit of the Parties (the “New Mexico Education Services Center” or the “NMESC”) including, but not limited to, secondary and post-secondary education offered by the Parties and for improvement of educational experiences of students, working conditions of employees and services offered by the Parties and other authorized beneficiaries; and

WHEREAS, the Parties are exercising common powers in that:

A. pursuant to Section 21-13-10(B) NMSA 1978 the Governing Board of each of the Parties has the power to accept gifts, to accept federal aid and, to purchase, hold, sell and rent property and equipment and to promote the general welfare of their institutions for the best interest of educational service to the people of the community college districts;

B. pursuant to Section 21-13-10(A) NMSA 1978, the Governing Board of each of the Parties has the duty to determine the financial and educational policies of its community college, provide for the management of its community college and the execution of its policies by selecting a competent president for its community college, and upon the recommendation of its president, to employ other administrative personnel, instructional staff or other personnel as may be needed for the operation, maintenance and administration of its community college; and

C. pursuant to the Act, the Parties desire to enter into this Agreement to exercise their common power to acquire, implement and operate the NMESC; and

WHEREAS, pursuant to Section 13-1-135(A) of the Procurement Code, Sections 13-1-1 through 13-1-199 NMSA 1978 (the "Code"), in November, 2002, the Parties entered into a Cooperative Procurement Agreement ("CPA") for the procurement of an integrated administrative operating software system and associated services; and

WHEREAS, pursuant to Section 13-1-135(B) of the Code, the Parties now intend to modify the CPA to provide for mutually held funds and other terms and conditions involving contribution and payment of public funds and/or property and disbursement of the same in accordance with the Act and Section 13-1-135(B) of the Code and to constitute the NMESC board, as hereinafter defined, to administer this agreement.

NOW THEREFORE, the Parties, in consideration of the mutual covenants and agreements contained herein, and in order to set forth the methods and means by which the purpose of this Agreement will be achieved, do hereby agree as follows:

I. DEFINITIONS

Capitalized terms shall have the definitions assigned in the prefatory paragraphs above and in this section.

"Administrative Expenses" means expenses incurred by the NMESC and directly related to the administration of the NMESC as determined by the Council or its designee.

"Administrative Expenses Account" means account established for the purpose of maintaining funds for the payment of Administrative Expenses.

"Bylaws" means Bylaws to be adopted by the NMESC at their initial meeting, which will provide the operating procedures for the Council.

"Educational Services" includes all services related to support of the integrated administrative operating software system including housing, hardware, staffing, services, software, operating costs, maintenance and security of this technology for the Parties.

"Fiscal Year" means July 1st of a given calendar year through June 30th of the following calendar year.

"Governing Board" means the governing board of a Party.

"Maintenance and Custodial Services Account" means the account established for the purpose of maintaining funds for the payment of Maintenance and Custodial Services Expenses.

"Maintenance and Custodial Services Expenses" means those expenses incurred by the NMESC for services including routine cleaning; regular and routine maintenance; preventive maintenance; grounds maintenance; and minor building repairs.

Party” means SFCC, NMJC, NNMC and other qualifying educational entities hereafter admitted to membership on the Council.

“New Mexico Education Services Center Council” or “Council” means an administrative board established under Section 11-1-5 of the Act and consisting of a single representative of each of the Parties, as constituted in Paragraph III of this Agreement.

“Non-Personnel Services Account” means the account established for the purpose of maintaining funds for the payment of Non-Personnel Services Expenses.

“Non-Personnel Services Expenses” means all costs not related to staffing and related fringe benefit expenses.

“Operator” means the entity with which the New Mexico Education Services Center Council contracts for the operation and management of the equipment and administrative software for improvement of educational experiences of students, working conditions of employees and services offered by the NMESC.

“Personnel Services Account” means the account established for the purpose of maintaining funds for the payment of Personnel Services Expenses.

“Personnel Services Expenses” means the cost of services of employees operating and maintaining the buildings, improvements or facilities comprising the NMESC and of administering this Agreement.

“Repair and Replacement Account” means the account established for the purpose of maintaining funds for the payment of Repair and Replacement Expenses.

“Repair and Replacement Expenses” means the timely repair and renewal of all building and equipment of the NMESC, including timely repair and updates required to provide security and business continuity.

“Revenue Account” means the account established for the purpose of maintaining funds deposited by the Parties for use by the NMESC.

“State” means the State of New Mexico.

“Utility Account” means the account established for the purpose of maintaining funds necessary for the payment of Utility Expenses.

“Utility Expenses” means all necessary utility costs including heating, cooling, water, sewage, electrical power, gas, communications and trash removal.

II. SCOPE OF AGREEMENT

A. The Parties agree:

1. to contract with an Operator to provide physical space for, operate and manage the NMESC for the purpose of providing educational services to students, employees and other authorized beneficiaries of the NMESC to manage the systems and services acquired through the CPA; and

2. to select a Party to act as the fiscal agent for the NMESC and be responsible for the receipt of funds and the payment of financial obligations of the NMESC in compliance with the applicable requirements of the Bylaws, the Financial Reporting Manual for Higher Education issued by the New Mexico Higher Education Department, federal statutes and regulations and State statutes and regulations. At the direction of the Council, the fiscal agent shall:

a. establish certain accounts which may include: (i) a Revenue Account; (ii) a Repair and Replacement Account; (iii) a Maintenance and Custodial Services Account; (iv) a Utilities Account; (v) a Personnel Services Account; (vi) a Non-Personnel Services Account; (vii) Capital Projects Account; (viii) Administrative Expenses Account; and ~~(viii)~~ (ix) any other accounts or subaccounts deemed necessary by the Council;

b. invoice the Parties for a percentage of the total Repair and Replacement Expenses, Maintenance and Custodial Services Expenses, Utility Expenses, Personnel Services Expenses, notice to the Parties when further contributions to the Revenue, Non-Personnel Service Expenses, and Administrative Expenses in accordance with the Bylaws.

c. give notice to the Parties when further contributions to the Revenue Account are necessary.

d. maintain financial and personnel records as required by applicable laws and regulations; and

e. establish and maintain an inventory of equipment pursuant to the Audit Act, Sections 12-6-1 through 12-6-14 NMSA 1978 and applicable federal statutes and regulations.

3. to develop contracts for the delivery of educational services to secondary and post-secondary public educational entities which are not parties to this Agreement.

III. THE COUNCIL

The affairs of the NMESC shall be governed by the Council. The Council shall be comprised of the President of SFCC, the President of NMJC and the President of NNMC, or his or her designee; provided, however, that any designee must be a full-time employee of the entity he

or she represents. Within sixty (60) days of the effective date of this Agreement, the Council shall call and convene its organizational meeting to adopt an open meetings resolution, to adopt Bylaws to ensure the efficient and orderly operation of the NMESC, and to address such organizational matters as may be necessary and convenient. Membership on the Council may be expanded to include other secondary and post-secondary public educational entities upon approval of SFCC, NMJC, and NMMCC, by contribution of an equitable payment from the new party, to be determined at time of approval pursuant to the By-laws and rules of the NMESC, and by amendment to this Agreement.

IV. EFFECTIVE DATE AND TERM

This Agreement shall not become effective until approved by the Secretary of the New Mexico Department of Finance and Administration. This Agreement shall remain in effect until terminated pursuant to Paragraphs V and VI below.

V. NOTICE OF INTENT TO TERMINATE

A Party shall give written notice to the Council of its intent to terminate its participation in this Agreement for the following Fiscal Year on or before January 1 of the current Fiscal Year.

VI. TERMINATION

This Agreement shall terminate at the end of any Fiscal Year for which a majority of the Parties serve written notice of intent to terminate this Agreement pursuant to Paragraph V.

VII. AVAILABILITY OF MONIES

The Parties agree to pursue State, federal, tribal, local and private funds in order to accomplish the purpose of this Agreement, and that any such funds received will be utilized in accordance with applicable State and federal laws and regulations.

VIII. AMENDMENT

This Agreement shall not be altered, changed, or amended except by an instrument in writing executed by the Parties and approved by the Secretary of the New Mexico Department of Finance and Administration.

IX. LIABILITY

A. No Party shall be responsible for liability incurred as a result of another Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29 NMSA 1978.

B. Each Party shall be solely responsible for fiscal or other sanctions, penalties or fines occasioned as a result of its own violation or alleged violation or requirements applicable to the performance of this Agreement. Each Party shall be liable for its acts or failure for act accordance with this Agreement subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-29 NMSA 1978.

X. INSURANCE

The party selected to be fiscal agent shall obtain insurance for the NMESC consistent with the requirements of the New Mexico Tort Claims Act and shall include extended risk coverage for the assets allocated to and managed by the NMESC.

XI. MERGER

This Agreement incorporates all of the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the Parties or their agents shall become valid or enforceable unless embodied in this Agreement or set forth in the Bylaws.

XII. DISPOSITION, DIVISION OR DISTRIBUTION OF PROPERTY; RETURN OF SURPLUS FUNDS

If, upon termination of this Agreement, any Party to this Agreement has property or funds in its possession belonging to another Party, the same shall be returned in proportion to the Party's original contribution. Any disagreements as to distribution of property or funds shall be determined by the Council or through an arbitration process. Any costs of arbitration shall be paid from the funds to be distributed, or by other means as determined by the independent arbitrator.

XIII. SUBCONTRACTING

The Party selected to serve as fiscal agent for the NMESC shall not subcontract any portion of its services to be performed under this Agreement or obligate itself in any manner to a third party with respect to any rights or responsibilities under this Agreement without prior written approval from the other Parties. The Party selected to serve as fiscal agent for the NMESC shall provide the other Parties with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received and methods used to select each subcontractor as required by N.M. Procurement Code. Any subcontract agreement shall include all provisions necessary to allow the Party selected to serve as fiscal agent for the NMESC to meet its obligations and requirements under this Agreement.

XIV. STRICT ACCOUNTABILITY FOR RECEIPTS AND DISBURSEMENTS

The Party selected to serve as fiscal agent for the NMESC shall be strictly accountable for receipts and disbursements relating to this Agreement and shall make all financial records available to the other Parties, the New Mexico Department of Finance and Administration and the New Mexico State Auditor upon request. NMESC shall maintain all records for three (3) years after this Agreement has been terminated.

XV. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriation and authorization being granted by the New Mexico State Legislature. [If sufficient appropriation or authorization is not granted, this Agreement shall terminate upon written notice from the Council to the Parties. The Council's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the Parties.]

XVI. EEOC COMPLIANCE

The Parties agree to abide by all federal rules and regulations pertaining to equal opportunity. In accordance with those laws and the regulations issued pursuant thereto, the Parties agree to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of or otherwise subjected to discrimination in performance of this Agreement.

XVII. NOTICE

The contact persons for the performance of this Agreement shall be:

- A. Santa Fe Community College
(name) James N. McLaughlin
(title) President
(address) 6401 Richards Avenue, Santa Fe, NM 87508
Telephone: (505) 428-1201
Facsimile: (505) 428-1296

- B. New Mexico Junior College
(name) Steve McCleery
(title) President
(address) 6317 Lovington Highway, Hobbs, NM 88240
Telephone: (505) 392-5018
Facsimile: (505) 392-2526

C. Northern New Mexico College
(name) Jose Griego
(title) President
(address) 921 Paseo de Oate, Espanola, NM 87532
Telephone: (505) 747-2140
Facsimile: (505) 581-4130

XVIII. BINDING EFFECT

This Agreement is binding on, and the benefits inure to the Parties hereto, their successors and transferees.

IX. APPLICABLE LAW

This Agreement is governed by the laws of the State of New Mexico.

IN WITNESS WHEREOF, the Parties have herein below set their hand.

SANTA FE COMMUNITY COLLEGE

By: _____
Its: _____
Date: _____

NEW MEXICO JUNIOR COLLEGE

By: Steve McCleery
Its: President
Date: 10-21-05

NORTHERN NEW MEXICO COLLEGE

By: _____
Its: _____
Date: _____

This Agreement has been approved by:

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Its: _____

Date: _____



NEW MEXICO JUNIOR COLLEGE

Office of the President

To: New Mexico Junior College Board
From: Steve McCleery *sm*
Date: October 8, 2005
RE: Amended Policy 805

Attached is a copy of Amended Board Policy 805 which pertains to Copyright, Patent and Intellectual Property Policy for New Mexico Junior College. The document was reviewed by Renee' Wharton - Director of Institutional Effectiveness, John Gratton - Vice President for Instruction, Bill Shoobridge - College Attorney, and the Faculty Senate.

It is my recommendation that you approve Amended Board Policy 805.

Thank you for your consideration!

Renee Wharton

From: Shoolaw@aol.com
Sent: Thursday, September 29, 2005 3:27 PM
To: Renee Wharton
Cc: Steve McCleery; Shoolaw@aol.com
Subject: Review of NMJC Amended Policy No. 805

Dr. Wharton,

I have reviewed the amended Policy Number 805 pertaining to Copyright, Patent and Intellectual Property and I approve the revisions.

William G. W. Shoobridge

NEW MEXICO JUNIOR COLLEGE BOARD POLICY

Policy No. 805

Page 1 of 5

SECTION: Fiscal and Support Services

POLICY TOPIC: Copyright, Patent and Intellectual Property Policy

DATE AMENDED: October 20, 2005

I. General Statement of Purpose

The purpose of the New Mexico Junior College Copyright, Patent and Intellectual Property Policy is to establish ownership, rights, and responsibilities with respect to copyright, patent and intellectual property created and developed by faculty or other college employees during their employment at the college.

New Mexico Junior College has a responsibility for and an interest in the advancement of knowledge and creative work that will enhance its educational mission and benefit the public it serves. The goal of this policy is fourfold:

- to encourage the development of copyright, patent and intellectual property for the best interest of the public, the creator of the copyright and intellectual, and the college;
- to provide timely disclosure and protection of copyright, patent and intellectual property whether by development, commercialization, or publication, or any combination thereof;
- to balance the rights of the creator of copyright, patent and intellectual property and the rights of the college. Creators may be faculty or other employees of the college; and
- to develop a policy that is easy to understand and implement and that is not burdensome to the creator of the copyright and intellectual property.

II. Scope

This policy applies to all full- and part-time faculty, staff, and administrators working on any project under the direction and control of New Mexico Junior College and to anyone using college facilities or conducting activities under the supervision of New Mexico Junior College personnel. Contracts between employees and the college and subcontracts between New Mexico Junior College and persons who are not college employees will include language that determines the ownership of intellectual property and copyright / patent material that is developed under the purpose of that particular contract. College employees should not enter into intellectual property agreements, without affirmative notice to the prospective employer, that the intellectual property and copyright / patent material rights of the College cannot be subordinated to a third party consulting or employment agreement.

III. Definitions

Creator(s): The author(s) or originator(s) of the copyright or intellectual property.

College Assignment: A college assignment exists when employee(s) are directed by the college to prepare the work within the scope of their employment. Work made for hire is a legal term defined in the Copyright Act as a work prepared by an employee within the scope of his or her employment or a work specially ordered or commissioned in certain specified circumstances.

Intellectual Property: Creative or scholarly work protected by patent, copyright, trademark, and trade secret laws. Such property includes but is not limited to

- creative work in traditional or technology-based media;
- inventions;
- software programs;
- distance courses, both content and presentation (ITV and Online);
- documents and databases;
- lab manuals.

Copyrightable Material: Under the federal copyright law, copyright subsists in original works of authorship which have been fixed in any tangible medium of expression from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of machine or device. These works include:

- Literary works such as books, journal articles, poems, manuals, memoranda, tests, computer programs, instructional material, databases, bibliographies;
- Musical works including any accompanying words;
- Dramatic works including any accompanying music;
- Pantomimes and choreographic works (if fixed, as in notation or videotape);
- Pictorial, graphic and sculptural works, including photographs, diagrams, sketches and integrated circuit masks;
- Motion pictures and other audiovisual works such as videotapes;
- Sound recordings.

Patent: A patent is the right of ownership granted by the government to a person. It gives the person the positive right to sell his or her invention in whole or in part and the negative right to exclude others from making, using or selling the "claimed" invention throughout the jurisdiction.

College Resources: Specific use of college funds, personnel, facilities, services, equipment, and the like in the creation and / or development of intellectual property or copyright / patent material. Such resources include but are not limited to

- college funds such as grants, stipends, additional compensation, and/or release time;
- college equipment such as audiovisual, all computer resources, computer-related tools, equipment, and software;
- developed as part of regular work load;
- college name, reputation, goodwill, and/or logo;
- college personnel, such as librarians, graphic artists, videographers, instructional and media designers, photographers, administrative staff, and/or information technology professionals. College personnel shall be interpreted as not including the inventor of the intellectual property unless such invention included use of time normally devoted to college activities.

IV. Ownership of Copyright or Intellectual Property

The Creator of copyright or intellectual property is its owner unless:

- The work is a college assignment or qualifies as a work made for hire, then the employer or the commissioning party is considered to be the author;
- College resources were used in the creation and / or development of the intellectual property. In this event the college shall own the property; or
- A written agreement exists between the creator and the college whereby the college is established as the owner or co-owner of the intellectual property.
- Intellectual property created and / or developed prior to this policy shall be owned in accordance with applicable law.

In the case of works created under developmental grants from governmental or foundation sources prescribing ownership rights, the conditions of such grants, rather than this policy, shall govern. An exception to the policy shall exist where shared college and external grant funding exists, in which case a contract reflecting this shared funding support shall be executed.

VIII. Recovery of Resources

Independent Works – The college employee shall be entitled to all profits earned from copyright or intellectual property developed exclusively on the employee's time and without the use of the college facilities.

Supported Work – Profits earned from copyright or intellectual property developed totally or partially on college time with the use of college facilities, equipment or with college funding shall be shared equitably with the College as provided by an agreement between the employee and the College. In the event that college resources as defined above are used by the employee in development of the intellectual property, the college shall enter into an agreement with the employee allowing the college to recover a fair and equitable amount equal to actual cost of such college resources actually used by the employee in development of the intellectual property.

V. Use of Copyright, Patent and Intellectual Property

If the creator of copyright, patent and intellectual property who owns the property pursuant to this policy is allowed by written agreement with the college to use the college's name and / or logo, the creator shall be required to secure written authorization to use any third party copyrighted works within the creator's work. The creator / owner shall also save and hold harmless the college from any copyright infringement claim.

To assure educational continuity, the creator of electronic or other type of course material who owns the material pursuant to this policy, upon leaving the employ of the college, may grant the college a license to use and modify the property for teaching purposes.

If the college pursuant to this policy owns electronic or other type of course material created by a faculty member or other college employee, it, upon request of the faculty member or other employee leaving the college, may grant the creator a license to use and modify the property for teaching purposes.

IX. Revisions to Intellectual Property and Copyrighted / Patented Material

Revisions to copyright, patent and intellectual property, created by a faculty member or other college employee and owned by the college pursuant to this policy may be requested by the creator or the college. If revisions are requested by the creator, the college shall have the sole authority to determine whether the requested revisions justify expenditure of college funds. If the revisions are requested by the college, the creator shall complete the revisions. If the creator fails to do so,

the college shall be entitled to have the revisions completed by others with notification that the revisions were not completed by the creator.

VI. Disclosure and Agreement of Ownership

Each New Mexico Junior College employee, who during the period of employment, solely or jointly creates, authors, conceives, or invents any intellectual property, whether or not such property or material is patentable or copyrightable, should disclose it in writing to the Vice President for Instruction, so that a determination of ownership and written agreement can be prepared.

The Vice-President for Instruction shall establish procedures to ensure that any college employee creating copyright or intellectual property with college support shall enter into an agreement with the College providing either:

- Employee assigns ownership rights to the College; or
- Payment by the employee to the college of a fair and equitable amount based on the actual cost of college facilities, equipment or other physical materials actually used in producing such works. This shall also include, in any case where a copyright or intellectual property is created with college support, the agreement will provide that the College has a perpetual license to use the work without further compensation.

Questions of ownership or other matters pertaining to materials covered by this policy shall be resolved by the Vice President for Instruction in consultation with appropriate institutional representatives and legal counsel if necessary. In the event that the Vice President for Instruction and the creator(s) are unable to reach agreement regarding ownership, the Vice President for Instruction may, at his/her discretion, undertake a voluntary mediation process whereby a mutually agreeable independent third party familiar with intellectual property and guided by the principles contained in this policy shall be selected by the parties to mediate the matter(s) under dispute. The parties shall deal in good faith in seeking the prompt resolution of any disputed issues. If the parties are unable to reach an agreement, the agreement shall be tabled, leaving the parties in the status quo.

All Agreements must be approved by the President in writing to be binding on the parties. In the event the President fails to approve a proposed agreement, the proposed agreement, although signed by the creator, and/or the Vice President for Instruction, shall have no legal force or effect and shall not be used or considered by any party as proof of ownership or for any other purposes beyond the purpose of facilitating timely initial negotiations between the creator, and the college.

NEW MEXICO JUNIOR COLLEGE Personnel Recommendation for Board Consideration



The following candidate is being recommended for employment as follows: Date 10-12-05

Candidate's name Shawna B. Read

Position title Professor of Nursing

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 *Pending Standard contract length 12 mos. 9 mos. other

Funding source Institutional Funds

Paid advertising beyond *standard None

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

Posted salary range \$31,461 - \$39,326 Recommended annual salary \$33,034.00 Prorated salary yes no
(Employment date through June 30)

Account number(s) with respective % allocation(s) 11000-2542-61101-102 100%

Recommended and approved by:

Karen Cummings
Supervisor

Mary Jane Ward
Dean/Director

M B Smith
Vice President

Steve McCleary
President

Selection Committee Members: Karen Cummings - Director of Allied Health Fields

Tom Keyes - Professor of Nursing

Mary Jane Ward - Dean of Business & Technology

Comments: Ms. Read, RN, with a BSN in Nursing from Texas Tech University and two applicable
years of experience, meets and/or exceeds the minimum requirements for this position.

* Pending Background Check

ABBREVIATED RESUME

Position

Professor of Nursing

Personal Data

Name: Shawwna B. Read

Education

B.S.N., Texas Tech University, Lubbock, TX, 2004

Major – Nursing, RN to BSN

A.A.S., New Mexico Junior College, Hobbs, NM, 2003

Major – Nursing, Registered Nurse

Clinical Experience

New Mexico Junior College, Hobbs, NM Part-Time Nursing Instructor	8/05 to Present
Lea Regional Medical Center, Hobbs, NM Registered Nurse, Emergency Room	10/04 to Present
South Austin Hospital, Austin, TX Registered Nurse, Post Anesthesia Care Unit	8/04 to 10/04
University Medical Center, Lubbock, TX Registered Nurse, Medical and Cardiac ICU	5/03 to 8/04
Hobbs Health Care, Hobbs, NM Licensed Practical Nurse, Skilled Nursing & Alzheimer's Unit	6/02 to 5/03

Licenses/Associations

LPN License, TX #188976

RN License, TX #697423

Student Nurses Association – Member



New Mexico Junior College

Career Opportunities

Position Announcement • September 2005

Position Title: Professor of Nursing

Position Description: The Professor of Nursing reports to the Director of Allied Health Fields. Duties and responsibilities shall be, but are not limited to, the following: (1) classroom instruction, clinical and laboratory supervision; (2) evaluation of students enrolled in the Licensed Practical Nursing and Associate Degree Nursing Programs; (3) student advisement and counseling; (4) curriculum update and revision; (5) development of course syllabi; and (6) serve on college committees as requested by the administrative team.

Qualifications: Master's Degree in nursing (MSN) preferred. A Bachelor's degree in nursing (BSN) required. Must pursue a MSN within first semester of employment and complete within three (3) years. All degrees must be from a regionally accredited institution. Candidates must have a minimum of two years clinical experience and obtain or have New Mexico nursing license. Prior successful teaching experience at the college level preferred, with a background in the fundamentals of nursing, medical-surgical, geriatric, and/or psychiatric/mental health nursing. Candidates should be able to work within a team teaching concept. Computer proficiency with Microsoft Word, Power Point, and Web CT highly desirable.

Salary/Benefits: Salary is based on the NMJC faculty salary schedule which is commensurate with education and teaching experience. This is a nine month position. 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 as soon as possible. **Application materials sent via e-mail will not be accepted.**

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

**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, religion, sex, sexual orientation, national origin, age, disability, or veteran status. Qualified applicants are encouraged to apply.

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APPLICANT LIST

Position: Professor of Nursing

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remarks</u>
Read, Shawna B.	Yes	Yes	Start date: Pending Board approval.



Memorandum

To: Dr. McCleery
From: Ismael Zuniga
Date: October 12, 2005
Re: Request Board Approval for Employment of Relative: Custodian II –
Custodial Crew Leader

After reviewing applications for the Custodian II – Custodial Crew Leader position, I would like to recommend Mr. Patrick Snipes for the vacancy. Per the 2005-2006 NMJC Employee Handbook, (Policy No. 203 – Employment of Relatives), I am requesting approval from the Board because Mr. Snipes is related to Patricia Chappelle Worrell – NMJC Board Member.

Pending Board approval, I would like for Mr. Snipes to start employment on October 21, 2005.

Thank you for your consideration.

Ismael Zuniga
Custodial Supervisor