

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

Thursday, June 18, 2009

Zia Room - Library

3:00 p.m.

AGENDA

- | | |
|---|----------------|
| A. Welcome | Larry Hanna |
| B. Adoption of Agenda | Larry Hanna |
| C. Approval of Minutes of May 19, 2009 | Larry Hanna |
| D. Public Comments | Larry Hanna |
| E. President's Report | Steve McCleery |
| F. New Business | |
| 1. Monthly Expenditures Report | Dan Hardin |
| 2. Monthly Revenue Report | Dan Hardin |
| 3. Oil and Gas Revenue Report | Dan Hardin |
| 4. Schedule of Investments | Dan Hardin |
| 5. Consideration of Five Year Capital Plan | Dan Hardin |
| 6. Consideration of Online Licensed Practical Nursing Program | John Gratton |
| 7. Consideration of Bid #1028 – Equipment for Training Program in
Alternative & Renewable Energy | Carla Brown |
| 8. Consideration of RFP #104 – Interactive Multimedia Instruction Training
Products | Carla Brown |
| 9. Consideration of Amendment of the 403(b) Plan | Bill Morrill |
| 10. Consideration of Amendment of NMJC Flexible Benefits Plan | Bill Morrill |
| 11. Consideration of 2009/2010 Employee Handbook | Bill Morrill |
| 12. Personnel Consideration – Professor of Nursing | John Gratton |
| 13. Personnel Consideration – Professor of Nursing | John Gratton |
| 14. Personnel Consideration – Professor of PE/Assistant Men's Basketball Coach | Don Worth |
| 15. Closure of Open Meeting | Larry Hanna |
| 16. Consideration of President's Contract | Larry Hanna |
| G. Announcement of Next Meeting | Larry Hanna |
| H. Adjournment | Larry Hanna |

NEW MEXICO JUNIOR COLLEGE

BOARD MEETING

MAY 19, 2009

MINUTES

The New Mexico Junior College Board met on Tuesday, May 19, 2009, beginning at 4:00 p.m. in the Zia Room of Pannell Library. The following members were present: Mr. Larry Hanna, Chairman; Ms. Patricia Chappelle, Secretary; Mr. Phillip Jones; Mrs. Mary Lou Vinson; Mr. Ron Black; and Mrs. Yvonne Williams. Not present was Mr. Guy Kesner.

Mr. Hanna called the meeting to order and welcomed visitors and guests present: Beth Hahn, Hobbs News Sun.

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

Upon a motion by Mrs. Williams, seconded by Mrs. Vinson, the Board unanimously approved the minutes of April 16, 2009.

Under President's Report, John Gratton presented Charlotte Schmitz with the Professor of the Year award. Dr. McCleery recognized Michele Clingman and the staff for the outstanding job done at commencement. Bill Morrill reported on the workers compensation experience modifier. Dr. McCleery shared with the Board the formal notification from The Higher Learning Commission extending the accreditation to include distance delivery of the AA, AS, and AAS degrees. Calvin Smith gave an update on the Western Heritage Museum Complex.

Under New Business, Dan Hardin presented the April financial reports and with a motion by Ms. Chappelle, seconded by Mrs. Vinson, the Board unanimously approved the expenditures for April, 2009. Upon a motion by Mrs. Vinson, seconded by Ms. Chappelle, the Board unanimously approved the Fiscal Watch Reports.

Mr. Hardin presented a bid of \$2,291,604 plus taxes from Donner Plumbing & Heating, Inc. for the Central Plant Upgrade project. Donner Plumbing & Heating, Inc. is a CES contractor. Upon a motion by Ms. Chappelle, seconded by Mr. Jones, the Board unanimously approved the bid.

Mr. Hardin presented the NMJC Testing Center Remodel project for Board consideration. The project is in the Master Plan and follows the Strategic Plan. Funding for this project is from 2006 GOB funds, 2008 STB funds, and from Board approved institutional funds. Dr. McCleery will present the project to the HED Capital Projects Committee in June. Upon a motion by Mrs. Williams, seconded by Mrs. Vinson, the Board unanimously voted to proceed with the project.

Carla Brown presented Bid #1027 – Fitness Equipment for Del Norte Center. The administration recommended acceptance of the bid from Fitness Specialist, Odessa, Texas in the amount of \$29,491. Upon a motion by Mrs. Vinson, seconded by Ms. Chappelle, the Board unanimously accepted the recommendation.

Ms. Brown presented RFP #103 – Food Services for New Mexico Junior College. The administration 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. Black, seconded by Ms. Chappelle, the Board unanimously accepted the recommendation.

Calvin Smith presented a recommendation from the Western Heritage Museum Advisory Board to accept four major archaeological collections, all of which relate to Southeastern New Mexico. Upon a motion by Mr. Black, seconded by Mrs. Vinson, the Board unanimously approved the recommendation.

Mr. Smith presented a concept for the phased expansion plan for the Western Heritage Museum Complex. Both the Western Heritage Museum Advisory Board and the Lea County Cowboy Hall of Fame Board have approved the phased expansion plan. With the Board's approval of the concept, the complex may begin to seek the necessary support to accomplish the required space and be prepared to accept contributions as they present

themselves. Upon a motion by Mrs. Vinson, seconded by Ms. Chappelle, the Board unanimously approved concept for the phased expansion plan.

Dr. McCleery presented the 2009-2010 proposed rate schedule for utilizing space in the Training & Outreach Facility. The rates represent a two to three time increase from the current rates. Upon a motion by Mr. Jones, seconded by Mrs. Williams, the Board unanimously approved the rate schedule.

Robert Rhodes recommended Mr. Phillip Roybal for the NRC Program Manager position at an annual salary of \$58,000. Upon a motion by Mrs. Vinson, seconded by Ms. Chappelle, the Board unanimously approved the employment of Mr. Roybal, effective June 1, 2009.

Don Worth recommended Mr. Christopher Tift for the Professor of Physical Education/Head Men's Basketball Coach position at a nine month salary of \$47,838. Upon a motion by Mr. Jones, seconded by Mr. Black, the Board unanimously approved the employment of Mr. Tift, effective May 20, 2009.

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

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

The next regular board meeting was scheduled for June 18, 2009, beginning at 10:00 a.m.

Upon a motion by Mr. Jones, seconded by Mr. Black, the board meeting adjourned at 6:00 p.m.

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

To: **New Mexico Junior College Board Members**
From: Dan Hardin
Date: June 9, 2009
RE: Expenditure and Revenue Reports for May 2009

The total year-to-date funds expended and/or encumbered through the month of May is \$36,447,982.00.

The total current unrestricted fund expenditures through May are \$22,043,339.00, which is 94% of the projected budget. Instruction has expended about 95 % of the budget through May. The expenditures in Instruction and General through May are \$17,557,265.00, which is 91% of the budget. In other unrestricted expenditures, the expense report indicates that the Auxiliary Enterprises departments are over their budget as of May. We anticipate that we will be receiving almost \$62,000.00 in refunds in June for the Bookstore for return of new textbooks. This will bring the expenses back more in line with the budget.

Restricted funds for the year are \$4,817,049.00. The Grants are doing a good job of staying on track with their spending and reporting. Financial Aid has been working closely with the Business Office to get all awards completed and funds drawn.

We are showing \$3,911,093.00 in expenditures during May in Plant Funds. Most of this is the encumbrance for the Central Plant upgrade project.

Total year-to-date expenditures through May 2009 are \$36,447,982.00.

Total Revenue through May 2009 is \$34,204,220.00. Unrestricted revenue is \$28,337,563.00. If you will look at Advalorem Property tax, currently we are below the budget by \$50,466.00. We are expecting a large distribution from the Lea County Treasurer in June that will bring our year-to-date total over our projected budget.

Restricted funds will be drawn down as much as possible by the end of June.

There were no funds drawn in for Plant Funds in May. The total revenue for the month of May was 3,974,846.00, with the year to date total at \$34,204,220.00.

Oil and gas revenue has declined dramatically since the record month in September, as we received \$380,465.00 in May for the April allotment. Currently, the Oil and Gas revenue is over the budget by \$5,066,207.00.

As in the previous months prior to May we have not drawn any funds or sent any funds to the LGIP. Currently, we have \$11,625,000.00 in the LGIP and have \$12,242,668.41 in designated capital projects. Attached is the latest information that has been received from the New Mexigrow (LGIP). Currently, we have \$11,335,494.95 available in the LGIP and \$289,505.05, which is our exposure that is in the Reserve Contingency Account.

This concludes the Financial Report for May 2009.

NEW MEXICO JUNIOR COLLEGE
Expenditure Report
May 2009

92% of Year Completed

Fund	2007-08			2008-09			
	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	7,986,970	7,269,108	91%	8,843,643	1,008,386	8,422,338	95%
Academic Support	2,381,824	2,116,117	89%	2,948,973	238,759	2,470,970	84%
Student Services	1,418,406	1,199,067	85%	1,500,027	165,513	1,310,942	87%
Institutional Support	3,120,744	2,226,233	71%	3,182,709	305,547	2,472,199	78%
Operation & Maintenance of Plant	2,641,473	2,574,604	97%	2,846,693	234,992	2,880,816	101%
Subtotal - Instruction & General	17,549,417	15,385,129	88%	19,322,045	1,953,197	17,557,265	91%
Student Activities	203,082	183,606	90%	208,428	16,419	195,130	94%
Research	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	623,571	587,194	94%	641,523	68,132	610,112	95%
Student Aid	470,077	675,735	144%	514,685	32,875	610,209	119%
Auxiliary Enterprises	1,637,994	1,699,570	104%	1,739,503	124,593	1,935,523	111%
Athletics	938,793	921,025	98%	1,132,310	74,611	1,135,100	100%
Total Current Unrestricted Fund	21,422,934	19,452,259	91%	23,558,494	2,269,827	22,043,339	94%
CURRENT RESTRICTED FUND							
Grants	2,085,560	1,267,806	61%	1,940,018	189,353	1,324,223	68%
Student Aid	4,000,000	3,298,844	82%	4,000,000	36,861	3,492,826	87%
Total Current Restricted Fund	6,085,560	4,566,650	75%	5,940,018	226,214	4,817,049	81%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from Institutional Funds	17,506,628	10,165,082	58%	15,442,888	217,513	4,452,127	29%
Projects from State GOB Funds	3,072,424	1,620,582	53%	1,555,621	68,231	295,346	19%
Projects from State STB Funds	1,820,000	812,224	0%	5,375,000	3,600,472	4,328,740	81%
Projects from General Fund	519,058	456,408	88%	178,282	0	29,543	17%
Projects from Private Funds	465,801	50,571	11%	589,243	24,877	481,838	82%
Projects from State ER&R	143,311	0	0%	159,395	0	0	0%
Projects from State BR&R	163,350	0	0%	676,648	0	0	0%
Projects from Auxiliary BR&R	12,856	0	0%	302	0	0	0%
Subtotal - Capital and BR&R	23,703,428	13,104,867	55%	23,977,379	3,911,093	9,587,594	40%
Debt Service							
Revenue Bonds	0	0	0%	0	0	0	0%
Total Plant Funds	23,703,428	13,104,867	55%	23,977,379	3,911,093	9,587,594	40%
GRAND TOTAL EXPENDITURES	51,211,922	37,123,776	72%	53,475,891	6,407,134	36,447,982	68%

NEW MEXICO JUNIOR COLLEGE
Revenue Report
May 2009

92% of Year Completed

Fund	2007-08			2008-09			
	Final Budget	Year-to-date Revenue	Percentage of Budget Received	Budget	Current Revenue	Year-to-date Revenue	Percentage of Budget Received
CURRENT UNRESTRICTED FUND							
Instruction and General:							
Tuition and Fees	3,132,649	3,306,617	106%	3,259,000	44,142	3,256,339	100%
State Appropriations	7,990,100	8,899,009	111%	8,299,600	785,533	7,864,056	95%
Advalorem Taxes - Oil and Gas	5,200,000	10,244,081	197%	5,200,000	380,465	10,671,667	205%
Advalorem Taxes - Property	2,800,000	2,702,859	97%	3,100,000	372,330	3,049,534	98%
Interest Income	285,000	458,370	161%	508,252	3,120	145,300	29%
Other Revenues	229,100	239,417	105%	246,100	16,176	645,195	262%
Subtotal - Instruction & General	19,636,849	25,850,353	132%	20,612,952	1,601,766	25,632,091	124%
Student Activities	0	0	0%	0	0	0	0%
Public Service	0	0	0%	0	0	0	0%
Internal Service Departments	0	0	0%	0	0	0	0%
Auxiliary Enterprises	2,240,048	2,077,425	93%	2,331,600	85,903	2,415,347	104%
Athletics	189,100	185,842	98%	320,500	26,375	290,125	91%
Total Current Unrestricted	22,065,997	28,113,620	127%	23,265,052	1,714,044	28,337,563	122%
CURRENT RESTRICTED FUND							
Grants	2,041,089	1,311,649	64%	1,940,018	163,067	1,507,231	78%
Student Aid	4,000,000	3,035,858	76%	4,000,000	2,097,735	3,290,566	82%
Total Current Restricted	6,041,089	4,347,507	72%	5,940,018	2,260,802	4,797,797	81%
PLANT FUNDS							
Capital Outlay / Bldg. Renewal & Repl.							
Projects from State GOB Funds	1,840,485	1,576,099	86%	1,586,048	0	186,184	12%
Projects from State STB Funds	1,805,000	0	0%	1,810,000	0	837,676	46%
Projects from General Fund	519,058	0	0%	178,282	0	45,000	25%
Projects from Private Funds	0	0	0%	0	0	0	0%
Interest Income	0	0	0%	0	0	0	0%
Total Plant Funds	4,164,543	1,576,099	38%	3,574,330	0	1,068,860	0%
GRAND TOTAL REVENUES	32,271,629	34,037,226	105%	32,779,400	3,974,846	34,204,220	104%

NEW MEXICO JUNIOR COLLEGE

Oil and Gas Revenue Report

May 2009

92% 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	2006-07 Original Budget	Variance Over (Under) Budget
Actual	July	\$114.17	3,061,229	\$11.67	16,203,348	1,267,202	350,000	917,202
Actual	August	\$131.10	2,682,103	\$12.59	14,217,636	1,222,043	350,000	872,043
Actual	September	\$131.71	2,840,992	\$13.63	16,287,197	1,378,618	350,000	1,028,618
Actual	October	\$113.77	2,857,287	\$10.36	15,889,310	1,141,106	350,000	791,106
Actual	November	\$99.66	2,789,439	\$7.68	13,725,579	920,047	350,000	570,047
Actual	December	\$74.97	2,894,906	\$5.42	19,024,056	812,189	350,000	462,189
Actual	January	\$49.81	2,851,863	\$3.96	16,065,565	568,807	350,000	218,807
Actual	February	\$36.24	2,964,102	\$4.45	19,431,623	451,576	350,000	101,576
Actual	March	\$33.38	2,980,693	\$3.95	22,980,989	424,154	350,000	74,154
Actual	April	\$26.86	3,083,658	\$4.21	18,444,029	380,465	350,000	30,465
Accrual	May					350,000	350,000	0
Accrual	June							0
Y.T.D. Production Tax Revenue						8,916,207	3,850,000	5,066,207
Y.T.D. Equipment Tax Revenue						1,755,460	1,000,000	755,460
Total Year-to-Date Oil & Gas and Equipment Tax Revenue						10,671,667	4,850,000	5,821,667

Source: New Mexico Taxation and Revenue Department

**NEW MEXICO JUNIOR COLLEGE
Schedule of Investments
May 2009**

92% 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	11,625,000	N/A	N/A	N/A	7102-1348	0.259%	2,864
Total investments	<u>11,625,000</u>						<u>2,864</u>

Summary of Current Month's Activity	
Beginning amount	11,625,000
Plus: deposits	0
Less: withdrawals	0
Capital Projects	12,242,668
Reserves Invested	-617,668
Total LGIP Investment	11,625,000

Capital Projects	5/31/2009
Technology Upgrade	93,885.31
Workforce Training Center	245.34
High Tech Start Up	1,346.40
Vehicles	1,124.08
Drawings & Master Plan	12,805.63
Baseball Field	12,963.93
Rodeo Arena	70,172.75
Millen Fence/Landscape	88,973.50
JASI	107,712.08
Computer Equipment Rebates	1,167.75
Marketing	49,932.06
Equestrian Center	448,088.21
Flooring Repair	2,096.14
Student Housing Construction	70,964.15
Testing Center Remodel	3,950,000.00
Frame & Door Replacement	150,000.00
Campus Village Development Proj	19,762.37
Luminis Software	16,991.00
Landscaping	462,519.33
Facility Painting	1,749.01
Millen Drive Signalization	95,000.00
Electrical Upgrade	543,600.50
Campus Signage	38,120.00
Campus Paving	10,887.59
Roof Replacement	271,747.09
Interior Lighting-Energy Retrofit	40,668.22
Workforce Training-Landscape	91,948.07
Old Dorms Renovation	815,129.24
CDL Truck Driving Program	43,262.14
Millen Dr. Sewer & Water	53,218.82
Board Room	15,786.44
Concrete Upgrade	46,063.48
Campus Construction	150,457.83
Oil & Gas Training Center	302,853.06
Workforce Training/Outreach	3,354.43
Professional Writing/Publishing	37,602.00
Public Sector	1,826.53
Campus Security	8,446.71
Caster Bleachers	16,003.13
Caster Old CHOF Remodel	976,000.00
Track/Arena Area Enhancement	68,372.13
Roadway Entrance-Rodeo/CDL	60,000.00
Lumens Software-Distance Learnng	5,000.00
Welding Lab	50,000.00
Copier Replacement	12,501.00
Workforce Training Contingency	2,770.96
Distance Ed Equipment	485,000.00
Non-Recurring Compensation	677,950.00
Athletics	241,600.00
Central Plant Upgrade	1,515,000.00
Total	12,242,668.41

NOTE: Capital projects total does not include encumbered funds

June 2, 2009

Dear *New MexiGROW* LGIP Participant:

In previous announcements we told you that we were evaluating information received from The Reserve Primary Fund ("the Reserve") to determine whether the State Treasurer's Office ("STO") had any recourse in light of the Reserve's decision to set aside \$3.5 billion for the purpose of anticipated and pending litigation against it. Our evaluation has resulted in STO participating in a lawsuit against the Reserve on behalf of STO's portfolios and LGIP participants. Additionally, the Securities and Exchange Commission recently filed a civil lawsuit in federal court against the operators of the Reserve, alleging fraud and seeking to expedite the distribution of the Reserve's remaining assets to investors.

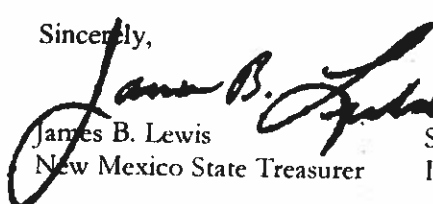
While implementing the plan to isolate the LGIP's Reserve position into the Reserve Contingency Fund, STO and the New Mexico Attorney General's Office explored STO's potential remedies as the manager and investor of the LGIP. On April 20, 2009, the Attorney General's Office sent a letter to the Reserve, demanding that it immediately release into an escrow account funds or assets sufficient to cover STO's entire, current position in the Reserve. The letter also gave the Reserve notice that any and all legal steps would be taken to protect the rights of STO if the Reserve did not comply within 14 days of receiving the letter. The Reserve did not respond to the letter.

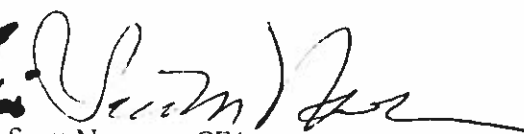
On May 20, 2009, the Attorney General filed a civil complaint and injunction petition in state district court on behalf of STO and the New Mexico Finance Authority ("the state agencies"). The complaint alleges that:

- by setting aside \$3.5 billion for the purpose of paying its legal expenses, the Reserve willfully and intentionally exercised control over the state agencies' assets for its own benefit contrary to the state agencies' rights in those assets, which is conversion;
- the Reserve setting aside \$3.5 billion to pay its legal expenses is a breach of contract and, as a result, the state agencies have been deprived of the fullest value of their assets in the money market fund;
- the Reserve's failure to honor STO's timely redemption requests on September 16, 2008, is a breach of contract; and
- a court order is necessary for the immediate release of the state agencies' pro rata share of the \$3.5 billion and to prevent the Reserve from spending those monies.

The lawsuit seeks to recover approximately \$89 million on behalf of the state agencies in addition to attorneys' fees, costs and damages in amounts that will be determined at trial. The demand letter, complaint and injunction petition are available on our web site. At this time, it is difficult to predict how quickly the court will decide the case. However, we will continue to update you regarding developments in the litigation, and we invite you to contact our office if you have any questions.

Sincerely,


James B. Lewis
New Mexico State Treasurer


Scott Newman, CFA
Interim Chief Investment Officer



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New MexiGROW LGIP deposits are not guaranteed or insured by any bank, the State of New Mexico, the Federal Deposit Insurance Corporation, the Federal Reserve Board, or any other agency. *New MexiGROW* LGIP deposits involve certain investment risks. Yield and total return may fluctuate and are not guaranteed.

NEW MEXICO JUNIOR COLLEGE

Vice President for Finance

5317 Lovington Highway
Hobbs, NM 88240
Phone: (505)492-2770
Fax: (505)492-2768

To: New Mexico Junior College Board members
From: Dan Hardin
RE: Five year capital plan
Date: June 18, 2009

Board members,

Each year, the Higher Education Department requires all higher education institutions to submit a Board approved five year capital plan by June 30th. The five year capital plan for New Mexico Junior College being presented today follows the College's strategic and master plans. Fifteen projects have been identified as priorities and are ranked with descriptions and estimated costs of the projects. The Equine Instructional Center and the Infrastructure projects will be submitted to the HED for possible funding in the next legislative session or on the GOB in 2010.

The administration is asking for your approval of the New Mexico Junior College five year capital plan and the presentation of the Equine Instructional Center and Infrastructure projects.

Respectfully,



Dan Hardin

Institution full name	Institution acronym	Year Project to be started	Year Project to be finished	Priority	Project Title	Description	Cost of Project or Phase	Percentage to be funded from Legislative Funding (list % and describe funding)	Percentage to be funded from other sources (list % and describe funding)	New Construction	Renovation	Square Footage (GSF)
New Mexico Junior College	NMJC	2011	2012	1	Equine Instructional Center	New Construction	\$ 10,000,000.00	50% GOB10/GF/STB (\$5,000,000)	50% Oil & Gas mill levy funds/Private Funding	Yes	No	160,000 sq ft
New Mexico Junior College	NMJC	2010	2010	2	Infrastructure	Roof replacement	\$ 3,463,000.00	75% Gen Fund/STB \$2,597,250.00	25% Oil & Gas mill levy funds (\$866,000)	No	Yes	No additional sq ft
New Mexico Junior College	NMJC	2010	2010	3	Oil & Gas Training Center	New Construction	\$ 1,500,000.00	50% Gen Fund/STB \$750,000.00	50% Oil & Gas mill levy funds (\$750,000)	Yes	No	Adding 3060 sq ft
New Mexico Junior College	NMJC	2010	2011	4	Expand and Remodel Maintenance Building	Expand & Remodel of infrastructure	\$ 1,000,000.00	25% Gen Fund/STB \$250,000.00	75% Oil & Gas mill levy funds (\$750,000)	Yes	Yes	Adding 10,000sq ft
New Mexico Junior College	NMJC	2010	2010	5	Complete original entrance	Traffic signal at highway, left turn lanes, landscape each side	\$ 700,000.00	50% Gen Fund/STB \$350,000.00	50% Oil & Gas mill levy funds (\$350,000)	Yes	Yes	No additional sq ft
New Mexico Junior College	NMJC	2010	2011	6	Sustainable Energy Development	New Construction	\$ 4,000,000.00	0%	25% Oil & Gas mill levy funds (\$1,000,000) 75% Federal Grants	Yes	No	No additional sq ft
New Mexico Junior College	NMJC	2010	2011	7	Caster Activity Center	Remodel, expansion, & update of infrastructure	\$ 5,000,000.00	75% GOB/GF/STB \$3,750,000.00	25% Oil & Gas mill levy funds (\$1,250,000)	Yes	Yes	Adding 15,000sq ft
New Mexico Junior College	NMJC	2011	2011	8	Pannell Library Renovation	Remodel 1st floor and update of infrastructure	\$ 3,000,000.00	50% GOB/GF/STB \$1,500,000.00	50% Oil & Gas mill levy funds (\$1,500,000)	No	Yes	No additional sq ft
New Mexico Junior College	NMJC	2011	2012	9	Build new housing on the West Campus	New Construction	\$ 6,000,000.00	0%	100% Rev Bonds/Oil & Gas mill levy funds (\$6,000,000)	Yes	No	30,000 sq ft
New Mexico Junior College	NMJC	2011	2012	10	Baseball Field	Remodel and additions	\$ 975,000.00	50% Gen Fund/STB \$487,500.00	50% Oil & Gas mill levy funds (\$487,500)	Yes	Yes	Adding 4000sq ft
New Mexico Junior College	NMJC	2012	2013	11	Allied Health Building	New Construction	\$ 5,000,000.00	75% GOB/GF/STB \$3,750,000.00	25% Oil & Gas mill levy funds (\$1,250,000)	Yes	No	15,000 sq ft
New Mexico Junior College	NMJC	2013	2013	12	Mansur Hall Renovation	Remodel and upgrade	\$ 2,000,000.00	75% GOB/GF/STB \$1,500,000.00	25% Oil & Gas mill levy funds (\$500,000)	No	Yes	No additional sq ft
New Mexico Junior College	NMJC	2014	2014	13	Watson Hall Renovation	Remodel and upgrade	\$ 2,000,000.00	75% GOB/GF/STB \$1,500,000.00	25% Oil & Gas mill levy funds (\$500,000)	No	Yes	No additional sq ft
New Mexico Junior College	NMJC	2014	2015	14	Bob Moran Hall	Remodel and upgrade	\$ 2,000,000.00	75% GOB/GF/STB \$1,500,000.00	25% Oil & Gas mill levy funds (\$500,000)	No	Yes	No additional sq ft
New Mexico Junior College	NMJC	2015	2015	15	John Shepherd Administration Building	Remodel and upgrade	\$ 1,000,000.00	75% GOB/GF/STB \$750,000.00	25% Oil & Gas mill levy funds (\$250,000)	No	Yes	No additional sq ft



NEW MEXICO HIGHER EDUCATION DEPARTMENT

2009 YEARLY CAPITAL PROJECT HEARINGS

August 11- August 21

Project Evaluation Form

Deadline to Submit this Form to NMHED is July 17, 2009

Institution: New Mexico Junior College

Project Title: Equine Instructional Center

Project Description: Construction of an Equine Instructional Center

Project Cost: Requesting funding in the amount of \$5,000,000.00

Priority: The construction of the Equine Instructional Center is the number one capital project for New Mexico Junior College

Space Utilization:

New Mexico Junior College has 447,373 square feet of I & G space, including the newly constructed Workforce Training Center. Using the Fall 2008 FTE number of 1,602, New Mexico Junior College has 279 square feet per FTE.

The Equine Instructional Center is unique in that the type of instruction and classroom requirement cannot utilize traditional classroom facilities located on the NMJC campus.

Full-Time Student Enrollment Trends:

New Mexico Junior College had a record high FTE in 2004 of 1,857, this dropped in 2005 to 1,687 with the increase in Oil Field activity and the start of the LES project in Lea County. NMJC FTE has moved up and down with shifts in the local economy. Fall 2008 FTE was 1,601.8 when Lea County reached a twenty year low for unemployment of 2.9%

Timeline for project completion:

This project is projected to begin in 2011 and will be completed in 2012

Funding from other sources:

Project Title	Equine Instructional Center Construction
Define Phase	Design
Phase Cost	\$500,000
Funding Source	NMJC Oil & Gas Mill Levy funds
Define Phase	Construction
Phase Cost	9,500,000
Funding Source	GOB, General Funds, STB 5,000,000 Institutional Oil & Gas MI Levy 4,500,000 & Private Funding
Total Project Cost	10,000,000

Green Screen for Buildings:

The Equine Instructional Center will be a LEED certified building. The design firm is using the DOE 2.1 modeling and will be using commissioning on the building. The building will run east to west, which will allow natural lighting in the arena and warm up area. This building will be a steel building, but will be insulated and will have high efficiency equipment and lighting. The arena and warm up areas will have large fans in the ceiling to circulate the air; also radiant heating will be used in the large open areas of the building. The design team is looking at directing the water runoff from the building to be stored in an underground tank to be used for the building landscaping and for watering the dirt floor in the arena. Design team and NMJC will look to incorporate small solar and wind solutions to support the energy needs of this building.

Facilities Condition Index (FCI):

N/A

Safety:

The project will have adequate parking for not only students, but parking will be provided for vehicles with trailers as students bring horses to the building. Lighting will be provided in all parking areas around the facility. Security camera systems will be installed in the interior of the building as well as the surrounding area. Seating areas in the building will meet all safety requirements.

Programmatic use of building:

The purpose of the Equine Instructional Center is to provide to Lea County and New Mexico with a training center for the growing equine business in Lea County and the State. The addition of the Zia Park race track just south of the New Mexico Junior College campus has changed the equine industry in our area. We see the need for equine science programs that fit the beginner as well as the seasoned equine enthusiast. The Equine Instructional Center has been in the strategic plan as well as the master plan for New Mexico Junior College for several years. It has been included in the five year capital plan and is the number one capital project for the College.

The Equine Instructional Center facility will provide an opportunity for New Mexico Junior College to start a new program that is unique to New Mexico, while meeting the emerging needs in Lea County, and allowing the college to recruit students from across the state and nation. Considerable research has been done in regard to the equine program and facility, and all research indicates a significant need for this program and facility.



NEW MEXICO HIGHER EDUCATION DEPARTMENT

2009 YEARLY CAPITAL PROJECT HEARINGS

August 11 – August 21

Project Evaluation Form

Deadline to Submit this Form to NMHED is July 17, 2009

Institution: New Mexico Junior College

Project Title: Infrastructure

Project Description: Roof replacement

Project Cost: \$3,463,000.00

Priority: Number two

Space Utilization:

New Mexico Junior College has 447,343 square feet of I & G space, including the newly constructed Workforce Training Center. Using the Fall 2008 FTE number of 1,602 New Mexico Junior College has 279 square feet per FTE.

Full-Time Student Enrollment Trends:

New Mexico Junior College had a record high FTE in 2004 of 1,857, this dropped in 2005 to 1,687 with the increase in oil field activity and the start of the LES project in Lea County. NMJC FTE has moved up and down with shifts in the local economy. Fall 2008 FTE was 1,601.8 when Lea County reached a twenty year low for unemployment of 2.9%

Timeline for project completion:

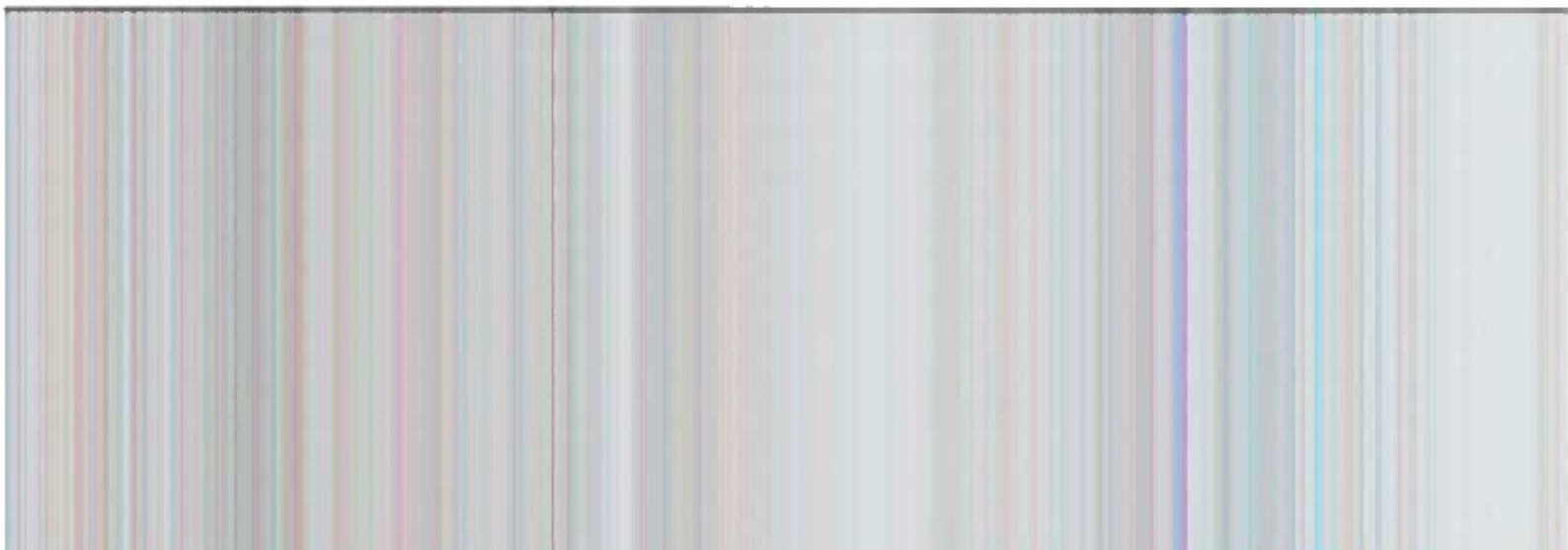
This project is projected to begin in 2010 and will be completed in 2010

Funding from other sources:

Project Title	Infrastructure
Define Phase	Engineering
Phase Cost	225,000
Funding Source	NMJC Oil & Gas Mill Levy
Define Phase	Roof Replacement
Phase Cost	3,238,000
Funding Source	GOB, STB, General Funds 2,597,000 NMJC Oil & Gas Mill Levy 866,000
Total Project Cost	3,463,000

Green Screen for Buildings:

The roof replacement plan is to salvage existing insulation and add insulation where needed. The College and the roofing engineers are exploring all options for roof replacement. The College will comply with the New Mexico commercial code regarding solar reflective rated roofs. And investigate and consider the Cool Roof Rating Councils recommendations for roofing solutions.



Facilities Condition Index (FCI):

The following NMJC buildings are in need to have a roof replacement:

Administration Building FCI 92.48%	Heidel Hall FCI 32.10%
Don Whitaker Automotive FCI 17.92%	Warehouse/Cont. Ed FCI 89.82%
Watson Hall FCI 130.98%	Mansur Hall FCI 110.09%
Security FCI 89.88%	Literacy Alliance Building FCI 114.01%

Safety:

Safety is very important to New Mexico Junior College. The College requires all contractors to secure the area for the safety of the students and the staff. This requirement applies to roof replacement as well.

Programmatic use of building:

Heidel Hall, Don Whitaker Automotive, Watson Hall, Mansur Hall , and the Literacy Alliance Building are all used for instruction. The Security building is used by Security. The Administration Building is office and meeting space for administrative departments. The Warehouse/Continuing Education building houses the maintenance, ground, and custodial departments in one half of the building and the Continuing Education department in the other portion of the building.



NEW MEXICO
Junior College

Vice President for Instruction

June 9, 2009

New Mexico Junior College Board of Trustees

Dear Board Members:

New Mexico Junior College had piloted a web-based Licensed Practical Nursing (LPN) program in 2004 and the results were quite positive with ten of the sixteen students completing the program. However, with the loss of nursing personnel, this program was discontinued in 2005.

At this time, we ask for your consideration of re-establishing the web-based pre-licensure LPN program. If approved, the program would be offered through the NMJC distance learning department which reports to the Dean of Training and Outreach. A hybrid instructional model would be used with classroom instruction being delivered via online and the clinical experiences delivered via intensive on-campus skills demonstration and practice at local healthcare agencies.

The online LPN program would serve as an innovative vehicle for addressing the critical shortage of nurses in New Mexico. The program would allow students to fulfill their goal of entering the nursing profession, to develop critical skills required to enter the workforce, and to enhance the likelihood of furthering their education.

The basic curriculum for the LPN program would consist of 54 credit hours which are comprised of 22 hours of general education and 32 hours of practical nursing. The entrance requirements for the program would mirror those required for the NMJC on-campus nursing program.

If this consideration meets your approval, we would like to actively pursue this program and begin the submission of required applications and the development of the additional online courses. Our goal would be to have the program approved and ready for an anticipated start date in the 2010 fall semester.

Sincerely,

Jeff McCool
Dean of Training and Outreach

John Gratton
Vice President for Instruction

1 Thunderbird Circle • Hobbs, New Mexico 88240 • (575) 492-2763 • 1-800-657-6260 • www.nmjc.edu

Promoting Success through Learning

NEW MEXICO JUNIOR COLLEGE

Invitation to Bid # 1028

Equipment for Training Program in
Alternative & Renewable Energy

BOARD DOCUMENTS

Date: June 12, 2009
Prepared by: Carla Brown
Coordinator of Purchasing

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

General Information

1. On May 20, 2009, legal notices were sent to the following three newspapers requesting sealed bids for the purchase of equipment for the training program in alternative and renewable energy:

Albuquerque Journal
Hobbs Daily News Sun
Las Cruces Sun News

2. Bid packets were sent to seven potential bidders.
3. Two bids were submitted. One vendor submitted their bid within the time frame specified by the bid package. The other bid was received after the opening time and was unable to be opened. No vendors were present at the bid opening.
4. The Business Office and Vice-President for Training & Outreach have evaluated the bids received. Their recommendation is shown on Page 3.

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

Evaluation and Recommendation

The bidders responding to the Invitation were: Lab Volt Systems, Chandler, AZ and ITC Learning, Fort Lauderdale, FL.

The Administration recommends acceptance of the bid submitted by Lab Volt Systems in the amount of **\$57,931.00.**

The bid response results are shown on page 4 thru 7. (Tabulation Summary)

Source of Funding: - Oil & Gas Training Center - Major Equipment Account
U.S. NRC Training Program – Major Equipment Account
Account #: 91545-4002-73102-912
Account #: 41141-2963-73102-122

New Mexico Junior College

Invitation to Bid #1028 - Tabulation Summary

Equipment for Training Program in Alternative & Renewable Energy

RRTC, INC.

Item #	Description of Items	QTY	Model #	Manufacturer	Price	Comments		
1	Basic Training System in Renewable Energy. Items Should be "Same As" or "Equal To": Workstation, Model 8134 Four-Quadrant DC Power Source with Basic Measuring/Control Software Resistive Load Multimeter Connections Leads Solar Power Equipment Package Small Wind Turbine Module Lead-Acid Batteries Module	1	LVAEP-SP-1	Lab Volt	\$ 1,365.00	Delivered		
		1	8960-20	Lab Volt	\$ 3,360.00	Delivered		
		1	8311	Lab Volt	\$ 436.00	Delivered		
		1	LVAEP-SP-2	Lab Volt	\$ 263.00	Delivered		
		1	8951	Lab Volt	\$ 294.00	Delivered		
		1	LVAEP-SP-3	Lab Volt	\$ 1,260.00	Delivered		
		1	LVAEP-SP-4	Lab Volt	\$ 1,785.00	Delivered		
		1	8801	Lab Volt	\$ 263.00	Delivered		
		2	DC Power Electronics. Items Should be "Same As" or "Equal To": Smoothing Inductors Resistive Load Capacitive Load IGBT Inverter/Chopper Chopper Control Software Data Acquisition and Control Module EMS Software	1	8325-10	Lab Volt	\$ 478.00	Delivered
				1	8311	Lab Volt	\$ 436.00	Delivered
				1	8331	Lab Volt	\$ 551.00	Delivered
				1	8837-A0	Lab Volt	\$ 2,405.00	Delivered
				1	LVAEP-SP-5	Lab Volt	\$ 525.00	Delivered
1	9060-10			Lab Volt	\$ 2,100.00	Delivered		
3	Battery Chargers and Small Electric Vehicles. Items Should be "Same As" or "Equal To": Permanent Magnet DC Motor	1	LVAEP-SP-6	Lab Volt	\$ 1,575.00	Delivered		
		1	8213	Lab Volt	\$ 630.00	Delivered		
4	Ni-MH Batteries. Items Should be "Same As" or "Equal To": Ni-MH Batteries Module	1	LVAEP-SP-7	Lab Volt	\$ 840.00	Delivered		

5	Hydrogen Fuel Cell, Items Should be "Same As" or "Equal To";							
	Hydrogen Fuel Cell	1	LVAEP-SP-8	Lab Volt	\$	7,350.00	Delivered	
6	Single-Phase AC Power Circuits, Items Should be "Same As" or "Equal To";							
	Power Supply	1	8821-20	Lab Volt	\$	2,951.00	Delivered	
	Inductive Load	1	8321	Lab Volt	\$	672.00	Delivered	
7	Single-Phase AC Power Electronics and Home Energy Production, "Same As" or "Equal To";							
	New Diodes and Capacitors Module	1	LVAEP-SP-9	Lab Volt	\$	263.00	Delivered	
	Single-Phase Inverter/PWM Rectifier Control Software	1	LVAEP-SP-10	Lab Volt	\$	525.00	Delivered	
	New Three-Phase Filter Module	1	LVAEP-SP-11	Lab Volt	\$	525.00	Delivered	
8	Three-Phase AC Power Circuits, Items Should be "Same As" or "Equal To";							
	Synchronization Module	1	8621	Lab Volt	\$	567.00	Delivered	
9	Three-Phase AC Power Electronics, Items Should be "Same As" or "Equal To";							
	Three-Phase Inverter/PWM Rectifier Control Software	1	LVAEP-SP-12	Lab Volt	\$	525.00	Delivered	
10	Thyristor Power Electronics, Items Should be "Same As" or "Equal To";							
	Power Thyristors Module	1	8841-20	Lab Volt	\$	1,512.00	Delivered	
	Thyristor Bridge Control Software	1	500	Lab Volt	\$	525.00	Delivered	

11	Three-Phase Rotating Machines and Wind-Power Electricity Generation, (Asynchronous Generator), (Items Should be "Same As" or "Equal To":								
	Three-Phase Squirrel-Cage Induction Motor	1	8821-20	Lab Volt	\$	630.00	Delivered		
	Three-Phase Wound-Rotor Induction Motor	1	8231	Lab Volt	\$	1,596.00	Delivered		
	Three-Phase Rheostat	1	8731	Lab Volt	\$	714.00	Delivered		
	Three-Phase Synchronous Machine	1	8241	Lab Volt	\$	1,769.00	Delivered		
12	Power Factor Correction (Sync. Cond., SVC, and STATCOM), "Same As" or "Equal To":								
	Three-Phase Transmission Line Module	1	8329	Lab Volt	\$	898.00	Delivered		
	PF Correction Control Software	1	LVAEP-SP-13	Lab Volt	\$	525.00	Delivered		
13	Electric Vehicles, Items Should be "Same As" or "Equal To":								
	DC Brushless Motor	1	LVAEP-SP-14	Lab Volt	\$	1,575.00	Delivered		
	Lead-Acid Batteries Module	1	8801	Lab Volt	\$	263.00	Delivered		
	Electric Vehicle Motor Control Software	1	LVAEP-SP-15	Lab Volt	\$	525.00	Delivered		
14	Wind-Power Electricity Generation (DFIG Technology), "Same As" or "Equal To":								
	IGBT Inverter/Chopper	1	8837-A0	Lab Volt	\$	2,405.00	Delivered		
	DFIG Control Software	1	LVAEP-SP-16	Lab Volt	\$	525.00	Delivered		
	Data Acquisition and Control Module	1	9060-10	Lab Volt	\$	2,100.00	Delivered		
	The IGBT Inverter/Chopper and Data Acquisition and Control Module will also be used with Item # 15								
15	Wind-Power Electricity Generation (Sync. Gen. with DC Bus), "Same As" or "Equal To":								
	Sync. Generator/DC Bus Control Software	1	LVAEP-SP-17	Lab Volt	\$	525.00	Delivered		
16	Hydropower Electricity Generation, Items Should be "Same As" or "Equal To":								
	Hydropower Generation Control Software	1	LVAEP-SP-19	Lab Volt	\$	525.00	Delivered		

17	Hybrid Wind and Solar Maintenance System, Items Should be "Same As" or "Equal To"							
	Hybrid Wind and Solar Maintenance System	1	LVAP-SP-18	Lob Volt	\$	7,875.00	Delivered	
	Installation and Delivery				\$	1,500.00	Installation Only Includes 4-Years of Software Upgrades	
	TOTAL PRICE:				\$	57,931.00		
	NOTE: PRICES MUST INCLUDE FREIGHT, DELIVERY, & INSTALLATION							

NEW MEXICO JUNIOR COLLEGE

REQUEST FOR PROPOSALS #104

Interactive Multimedia Instruction Training
Products for Energy Training Programs

BOARD DOCUMENTS

Date: June 12, 2009
Prepared by: Carla Brown
Coordinator of Purchasing

NEW MEXICO JUNIOR COLLEGE

BOARD DOCUMENTS

General Information

1. On May 11, 2009, legal notices were sent to the following newspapers requesting sealed proposals for the purchase of Interactive Multimedia Instruction Training Products for Energy Training Programs:
 - 1) Hobbs Daily News Sun
 - 2) Albuquerque Journal
 - 3) Las Cruces News Sun
2. Two proposals were submitted in compliance with the opening date and time.
3. No bidders were present at the opening.
4. The Evaluation Committee has evaluated the proposals received and their recommendation is shown on Page 3.

NEW MEXICO JUNIOR COLLEGE

Board Documents

Evaluation and Recommendations

The bidders responding to the RFP were:

Lab Volt Systems, Chandler, AZ
Tooling University, LLC., Cleveland, OH

The proposals were evaluated by an evaluation committee, comprised of Robert Rhodes, Vice-President of Training & Outreach; Jeff McCool, Dean-Training & Outreach; Charley Carroll, Director of Physical Plant; Bill Kunko, Director of Computer Information Systems; and Dr. Gratton, Vice-President for Instruction.

The Administration recommends acceptance of the proposal submitted by Lab Volt Systems for **\$37,500.00.**

The tabulation results are shown on page 4.

Source of Funding: U.S. NRC Training Program – Supplies & Expense
Account # 41141-2963-71131-122

NEW MEXICO JUNIOR COLLEGE

Board Documents

Tabulation Summary

Companies Responding	Cost	Points Section I	Points Section II	Points Section III	Points Section IV	Points Section V	Total Points Awarded
Lab Volt Systems c/o RMTC, Inc.	\$25.00 Per User	300	176	176	88	183	923
Tooling U	\$85.00 Per User	90	169	164	94	168	685

Points for Cost are based on the RFP formula: Vendor A has the lowest proposal cost of \$25.00 and Vendor B has a proposal cost of \$85.00; to arrive at Vendor B's points: $\$25.00/\$85.00 = .30 \times 300 = 90$ points assigned to Vendor B's points.

Evaluation Committee:

Robert Rhodes, Vice-President of Training & Outreach
Jeff McCool, Dean – Training & Outreach
Charley Carroll, Director of Physical Plant
Bill Kunko, Director of Computer Information Systems
Dr. Gratton, Vice-President for Instruction

Evaluation Criteria:

- Section I: Price (300 points)
- Section II: Industry Alignments (200 points)
- Section III: Training Curriculum (200 points)
- Section IV: Ease of Integration into Blackboard (100 points)
- Section V: Alignment to NMJC Energy Technology Program (200 points)

NEW MEXICO JUNIOR COLLEGE

Board Documents

SPECIFICATIONS

This section contains specifications and relevant information offerors should use for the preparation of their proposals. Offerors should respond as described to each specification. The responses along with the required supporting material will be evaluated and awarded points accordingly.

1. New Mexico Junior College (NMJC) is requesting proposals for interactive multimedia instruction (IMI) courseware materials. This type of material is also known as computer based or Web-based training products. This material will cover many of the general industrial and mechanical subjects taught at New Mexico Junior College. These digital training materials must be playable via the internet and compatible with the Blackboard academic delivery system. It must also be playable on a stand-alone Window-based PC.
2. The successful Offeror must provide courseware that is interactive and supports the technical training curriculum covered below. The successful Offeror must also provide the industry alignments used to develop the courseware.
3. The successful Offeror must include detailed information on the curriculum used to support the courseware.
4. The successful Offeror must submit detailed information on the branded website, student tracking information, institutional and student support resources, and competency assessment tools.
5. The successful Offeror must submit examples of other partnerships and references relating to these activities.

General Areas of Courseware:

- Mobile and Industrial Hydraulics (basic fundamentals and physics, pumps, actuators, pressure control, hydrostatic transmissions, flow control, modular valves, fluid conditioning, fluid conductors, and schematics and basic design.)
- Mobile and Industrial Electrical (electrical and circuit fundamentals, circuit analysis, circuit components, electrical testers, single phase AC circuits, electromagnetic induction, poly phase AC circuits and charging and starting systems.)
- Pneumatics (basic fundamentals and physics, compressors, air dryers, air preparation, air distribution, directional control valves, actuators, accessory components, air line conductors, vacuum, and schematics.)
- Mechanical (basic fundamentals and physics, linear actuators clutches, brakes, clutch/brake combinations, bearings, gears, drives, and couplings.)

- Diesel Engine (combustion fundamentals, engine components, diesel fuel systems, fuel system components, air intake and exhaust, engine lubrication and cooling, and electrical system.)
- Energy Related Curriculum

FEATURES

Courseware:

- Courseware is playable via the internet and compatible with the Blackboard academic delivery system; all online delivery of courseware is through New Mexico Junior College Extended learning
- Courseware is also playable on a stand-alone Window-based PC.
- Content is organized and delivered in modules, in a self-paced mode.
- Courseware is media rich and multi-sensory, with graphics, illustrations, and 3-D models.
- Courseware includes narration and on-screen text reinforcement.
- Courseware includes objectives and tests/quizzes for each module.
- Courseware include digital manuals in .pdf format

Support:

- Free technical support for initial installation and integration and ongoing maintenance
- Free upgrades for a period of 5 years
- Opportunity to negotiate additional support due to new training products or significant system changes

Other:

- Vendor will provide a New Mexico Junior College branded site that will link seamlessly with the NMJC web applications.
- Pricing will include number of licenses/passes and costs for additional quantities of licenses/passes.

RESOLUTION OF THE BOARD OF NEW MEXICO JUNIOR COLLEGE

ADOPTING AN AMENDMENT TO THE 403(b) PLAN

WHEREAS, New Mexico Junior College (hereinafter, the "Employer") has adopted a 403(b) Plan ("Plan"); and

WHEREAS, that the Employer desires to amend the Plan to comply with the requirements of certain provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the final Treasury Regulations promulgated under Sections 403(b) of the Code by; and,

WHEREAS, Employer desires to amend the Plan by amending Appendix A of the Plan by adding an additional Authorized Vendor for the Plan being Edward Jones, with a contact of Justin Cross.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that Appendix A of the Plan is hereby amended in its entirety as set forth on Appendix A attached hereto and incorporated herein by reference as if set forth in full ("Amendment").

RESOLVED FURTHER, that the Amendment to the Plan shall be effective July 1, 2009, except as otherwise provided herein (or within other plan documentation) and is hereby approved and that the proper officers of the Employer are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or or more counterparts of the Amendment.

RESOLVED FINALLY, that the proper officers of the Employer shall act as soon as possible to notify employees of this Amendment to the Plan by delivering to each employee a copy of the summary of the changes to the Plan in the form of the Summary of Material Modifications (as required if the Plan is subject to ERISA) presented to this meeting, which form is hereby approved.

Signature of Authorized Representative

Date

**APPENDIX A
AUTHORIZED 403(b) VENDOR LIST**

This list identifies the Vendors available under the designated 403(b) Plan maintained by the Employer, on or after the effective date of this Appendix A ("Effective Date"). Vendors on this Appendix A shall be subject to requirements and restrictions under the written plan, if any, provided however that such requirements and restrictions are not intended to enlarge the rights and benefits otherwise set forth in the Individual Arrangements.

Employer: New Mexico Junior College Plan Name: New Mexico Junior College
 Effective Date: July 1, 2009 This Appendix A was ~~previously~~ revised on: June 18, 2009

A. Vendors authorized to receive contributions and, subject to the terms of the Plan, exchanges, and/or transfers:

Name of Vendor	Contact Name	Contact Phone	If Available Under the Plan and the Individual Agreement(s):	
			Approved for hardship distributions (Yes or No)	Approved for loans (Yes or No)
TIAA-CREF	Paul Krajcik	(800)842-2252	Yes	No
Honora Mann	Kazis Price	(575)822-8882	Yes	No
AIG Vadic	Jillie Canon	(808)239-1041	Yes	No
New York Life Insurance Agency Corporation	Todd Willford	(575)393-3262	Yes	No
Edward Jones	Justin L. Cross	(575)393-2783	Yes	No

B. Vendors included in the Plan (in accordance with applicable law) but which are not authorized to receive new contributions under the Plan:

Name of Vendor	Contact Name	Contact Phone	If Available Under the Plan and the Individual Agreement(s):		
			Approved for hardship distributions (Yes or No)	Approved for loans (Yes or No)	Exchanges and/or transfers-in permitted, subject to terms of the Plan? (Yes or No)

Subject to the provisions of the Plan, exchanges from these Vendors are permitted to a Vendor (i) authorized to receive contributions and identified in Section A or (ii) authorized to receive exchanges and/or transfers pursuant to an information sharing agreement and identified in Section C or (iii) authorized to receive transfers in a Plan to Plan transfer in accordance with and subject to the terms of the Plan and applicable law.

C. Vendors that may receive exchanges/transfers under the Plan pursuant to an information sharing agreement (never approved to receive contributions under the Plan):

Name of Vendor	Contact Name	Contact Phone

(Providers identified in C prior to January 1, 2009 are presumed to reflect a commitment by the Vendor and the Employer to enter into an information sharing agreement not later than January 1, 2009)

Important Notes:

- As provided under the Plan, any authorized Vendor named in Appendix A agrees to share information necessary for compliance purposes with Employer, an Administrator and/or with any other 403(b) provider as may be required or desirable to facilitate compliance with the Plan and all applicable laws and regulations.
- Each Vendor named above is required to maintain records of the Funding Vehicles offered under the Plan to comply with the information sharing requirements of the Plan and applicable information sharing agreements.



NEW MEXICO JUNIOR COLLEGE



Bill Morrill
Director of Administrative Services

June 8, 2009

To: New Mexico Junior College Board Members

Fr:  Bill Morrill

Re: Disclosure of Information

In your board packet you have a resolution where the New Mexico Junior College Human Resources Office is requesting you approve to amend the New Mexico Junior College 403(b) plan. The change we are requesting you make deals with voting to permit Edward Jones as an approved vendor. The account representative for Edward Jones is Justin Cross. Edward Jones' plan meets all requirements of being a vendor for the College's 403(b) plan.

The Human Resource Department has also been in contact with the other four approved vendors, TIAA-CREF, Horace Mann, AIG Valic and New York Life Insurance, concerning Edward Jones being added as an approved vendor. None of the approved vendors challenged the proposed addition of Edward Jones to our vendor list.

The Human Resource Department has also sought and received approval from New Mexico Junior College counsel concerning the addition of the Edward Jones to our approved vendor list.

Justin Cross is the son in law of Dr. Steve McCleery. Justin Cross is properly licensed and works for Edward Jones in Hobbs. He approached the Human Resource Office requesting that he be authorized as a vendor on the College's 403(b) plan. Dr. McCleery was not involved in any manner concerning the decision that was made by the Human Resource Department to permit Edward Jones as an approved vendor. As you would expect from Dr. Steve McCleery, he continues to keep a hands off approach to the Human Resource recommendation of having Edward Jones as an approved vendor for our plan.

The decision to add Edward Jones as a 403 (b) vendor to the College is based on the same principle and manner in which any vendor could apply to the college for approval to be considered as a vendor for our plan.

**NEW MEXICO JUNIOR COLLEGE
FLEXIBLE BENEFITS PLAN**

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**NEW MEXICO JUNIOR COLLEGE
FLEXIBLE BENEFITS PLAN**

ARTICLE I

INTRODUCTION

1.1 Creation and Title. The Employer hereby amends its cafeteria plan under the terms and conditions set forth in this document. The Plan is to be known as NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN.

1.2 Effective Date. The provisions of the Plan were originally effective May 1st, 1989, and has been restated as of January 1, 2009.

1.3 Purpose. The purpose of the Plan is to allow employees to select among cash compensation and certain nontaxable benefits, namely coverage under one or more benefits programs maintained by the Employer. The Employer intends that the Plan qualify as a cafeteria plan under Section 125 of the Code, and that the benefits provided under the Plan be eligible for exclusion from Federal income tax.

ARTICLE II

DEFINITIONS

As used in this Plan document, the following terms shall have the following meanings:

2.1 "Benefit Entry Date" means for each Eligible Employee the day that the Employee becomes eligible to participate in each of the Plan's Benefits. If the Plan does not have different eligibility requirements for each benefit, the Benefit Entry Date will be the same as the Plan Entry Date.

2.2 "Benefits" mean cash and the various qualified benefits under Section 125(f) of the Code sponsored by the Employer and made available by the Employer through the Plan, including, but not limited to, health insurance, medical reimbursement and dependent care reimbursement.

2.3 "Benefits Accounts" mean the accounts established by the Plan Administrator under the Plan for each Participant's Benefits for purposes of administering the Plan.

2.4 "Benefits Enrollment Form" means the form or forms, including a Salary Reduction Agreement, evidencing an Eligible Employee's selections from among the various Benefits and the amount to be contributed towards various Benefits for a Plan Year or portion of a Plan Year.

2.5 "Change in Status"

(a) With regard to the election to participate in the Plan and elections for Medical Flexible Spending Account benefits, Change in Status shall mean the marriage or divorce of the Participant; the adoption, birth, or death of a child or other Dependent of the Participant or the Participant's Spouse; the emancipation or coming of age of a child of the Participant so that the child is no longer eligible as a Dependent under the Plan; the employment of the Participant or Participant's Spouse; change in the Participant's residence; the Participant beginning or ending adoption proceedings, or; Medicare or Medicaid entitlement.

(b) With regard to the election to participate in the Plan and elections for all other Plan Benefits, Change in Status shall mean the marriage or divorce of the Participant; the adoption, birth, or death of a child or other Dependent of the Participant or the Participant's Spouse; the emancipation or coming of age of a child of the Participant so that the child is no longer eligible as a Dependent under the Plan; the employment of the Participant or Participant's Spouse; change in the Participant's residence; the Participant beginning or ending adoption proceedings; automatic changes upon cost increases or decreases; significant cost increases; significant curtailment of coverage; addition or elimination of similar benefit package option allowing (prohibiting) employees that previously opted out of other benefits to make an election change; change in coverage under employer plan of spouse or dependent; FMLA leaves; changes in 401(k) contributions; HIPAA special enrollment rights; a COBRA qualifying event; a judgment, decree or order, or; Medicare or Medicaid entitlement.

2.6 "**Code**" means the Internal Revenue Code of 1986, as amended from time to time.

2.7 "**Compensation**" means all the earned income, salary, wages and other earnings except bonuses and overtime paid by the Employer to a Participant during a Plan Year, including any amounts contributed by the Employer pursuant to a salary reduction agreement which are not includable in gross income under Sections 125, 402(g)(3), 402(h), 403(b) or 457(b) of the Code.

2.8 "**Dependent**" means an individual who is a dependent within the meaning of Section 152(a) without regard to 152(b)(1), (b)(2), and (d)(1)(B) thereof of the Code of a Participant or a former Participant in the Plan.

2.9 "**Effective Date**" shall be May 1st, 1989.

2.10 "**Eligible Employee**" means an Employee, as defined in Section 2.11 below, who is eligible to participate in the Employer's health care program, except for: (1) Employees who are self-employed individuals as defined in section 401(c) of the Internal Revenue Code (including sole proprietors and partners in a partnership), (2) Employees who own (or are considered to own within the meaning of section 318 of the Internal Revenue Code) more than 2 percent of the outstanding stock of an S corporation or stock possessing more than 2 percent of the total combined voting power of all stock of such corporation.

2.11 "**Employee**" means a person who is currently or hereafter employed by the Employer, or by any other employer aggregated under sections 414(b), (c), (m), (n) or (o) of the Code and the regulations there under, including a Leased Employee subject to section 414(n) of the Code. Excluding individuals who are not contemporaneously classified as Employees of the Employer for purposes of the Employer's payroll system (including, without limitation, individuals employed by temporary help firms, technical help firms, staffing firms, employee leasing firms, professional employer organizations or other staffing firms whether or not deemed to be "common law" Employees or "Leased Employees" within the meaning of section 414(n) (o) of the Code) are not considered to be Eligible Employees of the Employer and shall not be eligible to participate in the Plan. In the event any such individuals are reclassified as Employees for any purpose, including without limitation, common law or statutory employees, by any action of any third party, including, without limitation, any government agency, or as a result of any private lawsuit, action, or administrative proceeding, such individuals shall notwithstanding such reclassification, remain ineligible for participation hereunder. Notwithstanding foregoing, the exclusive means for individuals who are not contemporaneously classified as an Employee of the Employer on the Employer's payroll system to become eligible to participate in this Plan is through an amendment to this Plan, duly executed by the Employer, which specifically renders such individuals eligible for participation hereunder.

The Plan Administrator shall have full and complete discretion to determine eligibility for participation and benefits under this Plan, including, without limitation, the determination of those individuals who are deemed Employees of the Employer (or any controlled group member). The Plan Administrator's decision shall be final, binding and conclusive on all parties having or claiming a benefit under this Plan. This Plan is to be construed to exclude all individuals who are not considered Employees for purposes of the Employer's payroll system, and the Plan Administrator is authorized to do

so, despite the fact that its decision may result in the loss of the Plan's tax qualification.

2.12 "Employer" means NEW MEXICO JUNIOR COLLEGE or any of its affiliates, successors or assignors which adopt the Plan.

2.13 "Participant" means any Employee who has met the eligibility requirements of Section 3.1 of the Plan and has elected to participate in the Plan by providing the Plan Administrator with an executed Benefits Enrollment Form.

2.14 "Plan" means NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN, as described herein.

2.15 "Plan Administrator" means the Employer or such other person or committee as may be appointed by the Employer to administer the Plan.

2.16 "Plan Entry Date" means for each Eligible Employee, the day that the Employee becomes eligible to participate in the Plan.

2.17 "Plan Year" means the 12-consecutive month period beginning on January 1st and ending on December 31st.

2.18 "Salary Reduction Agreement" means the agreement by an Employee authorizing the Employer to reduce the Employee's Compensation while a Participant during the Plan Year for purposes of making contributions toward Benefits under the Plan.

2.19 "Spouse" means an individual who is legally married to a Participant but shall not include an individual separated from a Participant under a decree of legal separation.

2.20 "Timely Submitted" means, unless the Plan Administrator has specific and special cause to alter the definition of this phrase, within 30 calendar days of event that has triggered the Change in Status.

2.21 "Trust" means NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN created in this document, which is intended to qualify under Section 501(a) of the Code and which manages and controls the assets of the Plan.

ARTICLE III
PARTICIPATION

3.1 Eligibility. Each Employee, as defined in section 2.11 above, shall be eligible to participate in the Plan if the Employee is eligible to participate in the Employer's health care program and so long as the Employee is employed by the Employer as of his or her Entry Date.

However, each Employee employed as of the Effective Date shall be eligible to become a Participant on the Effective Date.

3.2 Commencement of Participation. An Eligible Employee shall become a Participant in the Plan after providing the Plan Administrator with an executed Benefits Enrollment Form setting forth the Benefits to be made available to the Eligible Employee for the immediately following Plan Year or remaining portion of the Plan Year. As part of the Benefits Enrollment Form, the Participant shall also execute a Salary Reduction Agreement, which authorizes the Employer to withhold from the Participant's Compensation an amount the Participant elects to have contributed to the Plan. The Participant must, before the end of the first Plan Year of participation and, before the end of each subsequent Plan Year, provide the Plan Administrator with a newly executed Benefits Enrollment Form. Each new Benefits Enrollment Form shall specify the type and amount of Benefits to be made available to the Participant for the immediately following Plan Year or remaining portion of the Plan Year. For the initial Plan Year only, if a Participant fails to execute a valid Benefits Enrollment Form before the Plan's original Effective Date, the Participant shall be ineligible to participate in the Plan for the initial Plan Year. Should a Participant fail to execute a valid Benefit Enrollment Form for any Plan Year before the start of the Plan Year, the Participant shall be ineligible to participate in the Plan for that Plan Year.

3.3 Term of Participation. Each Participant shall be a Participant in the Plan for the entire Plan Year or the portion of the Plan Year remaining after the Participant's Entry Date, if later than the first day of the Plan Year. A Participant shall cease to be a Participant in the Plan on the earliest of:

- (a) the date the Participant dies, resigns or terminates employment with the Employer, subject to the provisions of Section 3.4;
- (b) the date the Participant fails to make required contributions under the Plan;
- (c) the date the Participant ceases to be an Employee; or
- (d) the date the Plan terminates.

3.4 Treatment of Rehired Employees. A Participant whose employment terminates and who is

subsequently re-employed within 30 days separation of service will immediately rejoin the Plan with the same Benefit elections. Should the Participant return to service during the following Plan Year, the Participant would not be allowed to elect new Benefits prior to returning to service, unless the Employee should incur an applicable Change in Status.

A Participant whose employment terminates and who is subsequently re-employed after 30 days separation of service will need to re-satisfy Plan eligibility requirements to rejoin the Plan. Any unused reimbursement Benefits Accounts balance prior to the initial separation of service date will be forfeited.

3.5 HIPAA Portability. Notwithstanding any other provisions in this Article III, any Employee who becomes eligible under the Health Portability and Accountability Act of 1996("HIPAA") for coverage by an Accident or Health benefit under the Plan shall be allowed to participate in the Plan, so long as such Employee complies with the provisions set out in HIPAA.

3.6 COBRA Continuation Coverage. Subject to any provision in the Code, Regulations or Contract governing COBRA Continuation Coverage to the contrary, COBRA type continuation shall be available to all participants. Notwithstanding any other provisions in this Article III, any Participant, Spouse or Dependent eligible for continuation coverage under the Plan under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") as amended from time to time, shall be allowed to continue to participate in the Plan, so long as such Participant, Spouse or Dependent complies with the provisions set out in COBRA.

The Employer shall adopt rules relating to continuation coverage, as provided under Section 4980B of the Code or applicable state law, as may be required from time to time, and shall advise affected individuals of the terms and conditions of such continuation coverage.

3.7 Family Medical Leave Act. Subject to any provision in the Code, Regulation or Contract governing FMLA leave coverage to the contrary, FMLA type continuation coverage shall be available to all participants.

Payment Options for coverage while on unpaid Family Medical Leave Act leave for group plans:

(a) Pay-as-you-go. Employees may pay their share of premium payments on the same schedule as payments would be made if the employee were not on leave, or under another schedule permitted under Department of Labor regulations.

The Employer shall not be required to continue the health coverage of an Employee who fails to make required premium payments while on FMLA leave. However, if the Employer chooses to continue the health coverage of an Employee who fails to make required premium payment while on FMLA leave, the Employer is entitled to recoup those payments after the Employee returns from FMLA leave.

(b) An "Eligible Employee" is an Employee of a covered Employer who:

- (1) Has been employed by the Employer for at least 12 months, and
- (2) Has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave, and
- (3) Is employed at a worksite where 50 or more Employees are employed by the Employer within 75 miles of that worksite. (See Section 825.105(a) regarding Employees who work outside the U.S.)

(c) The 12 months an Employee must have been employed by the Employer need not be consecutive months. If an Employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave (sick, vacation) during which other benefits or compensation are provided by the Employer (e.g., workers' compensation, group health plan benefits, etc.), the week counts as a week of employment. For purposes of determining whether intermittent/occasional/casual employment qualifies as "at least 12 months," 52 weeks is deemed to be equal to 12 months.

(d) Whether an Employee has worked the minimum 1,250 hours of service is determined according to the principles established under the Fair Labor Standards Act (FLSA) for determining compensable hours of work (see [29 CFR 785]). The determining factor is the number of hours an Employee has worked for the Employer within the meaning of the FLSA. The determination is not limited by methods of recordkeeping, or by compensation agreements that do not accurately reflect all of the hours an Employee has worked for or been in service to the Employer. Any accurate accounting of actual hours worked under FLSA's principles may be used. In the event the Employer does not maintain an accurate record of hours worked by an Employee, including for Employees who are exempt from FLSA's requirement that a record be kept of their hours worked (e.g., bona fide executive, administrative, and professional employees as defined in FLSA Regulations, [29 CFR 541]), the Employer has the burden of showing that the Employee has not worked the requisite hours. In the event the Employer is unable to meet this burden the Employee is deemed to have met this test. See also 29 CFR Section 825.500(F). For this purpose, full-time teachers (see 29 CFR Section 825.800 for definition) of an elementary or secondary school system, or institution of higher education, or other educational establishment or institution are deemed to meet the 1,250 hour test. An Employer must be able to clearly demonstrate that such an Employee did not work 1,250 hours during the previous 12 months in order to claim that the Employee is not "Eligible" for FMLA leave.

(e) The determinations of whether an Employee has worked for the Employer for at least 1,250 hours in the past 12 months and has been employed by the Employer for a total of at least 12 months must be made as of the date leave commences. If an Employee notifies the Employer of need for FMLA leave before the Employee meets these eligibility criteria, the Employer must either confirm the Employee's eligibility based upon a projection that the Employee will be eligible on the date leave would commence or must advise the Employee when the eligibility requirement is met. If the Employer confirms eligibility at the time the notice for leave is received, the Employer may not subsequently challenge the Employee's eligibility. In the latter case, if the Employer does not advise the Employee whether the Employee is eligible as soon as

practicable (i.e., two business days absent extenuating circumstances) after the date Employee eligibility is determined, the Employee will have satisfied the notice requirements and the notice of leave is considered current and outstanding until the Employer does advise. If the Employer fails to advise the Employee whether the Employee is eligible prior to the date the requested leave is to commence, the Employee will be deemed eligible. The Employer may not, then, deny the leave. Where the Employee does not give notice of the need for leave more than two business days prior to commencing leave, the Employee will be deemed to be eligible if the Employer fails to advise the Employee that the Employee is not eligible within two business days of receiving the Employee's notice.

(f) The period prior to the FMLA's effective date must be considered in determining Employee's eligibility.

(g) Whether 50 Employees are employed within 75 miles to ascertain an employee's eligibility for FMLA benefits is determined when the Employee gives notice of the need for leave. Whether the leave is to be taken at one time or on an intermittent or reduced leave schedule basis, once an Employee is determined eligible in response to that notice of the need for leave, the Employee's eligibility is not affected by any subsequent change in the number of Employees employed at or within 75 miles of the Employee's worksite, for that specific notice of the need for leave. Similarly, an Employer may not terminate employee leave that has already started if the Employee-count drops below 50. For example, if an Employer employs 60 Employees in August, but expects that the number of Employees will drop to 40 in December, the Employer must grant FMLA benefits to an otherwise Eligible Employee who gives notice of the need for leave in August for a period of leave to begin in December.

ARTICLE IV

CONTRIBUTIONS

4.1 Source of Contributions. The Employer shall contribute amounts deemed necessary to meet its obligations under the Plan. Contributions to the Plan for the Plan Year shall be limited to the amounts determined by the Benefits Enrollment Form entered into by Participants for the Plan Year. Contributions to the Plan shall be made to, and all Plan assets shall be held in the Trust.

4.2 Change in Participant's Benefits Enrollment. No Participant in the Plan shall be allowed to alter or discontinue the Participant's elected Benefits under the Plan during a Plan Year except when due to and consistent with a Change in Status.

Upon the occurrence of a Change in Status, the Participant may file a new Benefits Enrollment form, which will serve to revoke the Participant's previous Benefits Enrollment Form. The new Benefits Enrollment Form, if determined by the Plan Administrator to be timely submitted and consistent with the Status Change, shall be effective prospectively and apply only to those Benefits accruing to the Participant, the Participant's Spouse or the Participant's Dependents after the effective date of the new Benefits Enrollment Form.

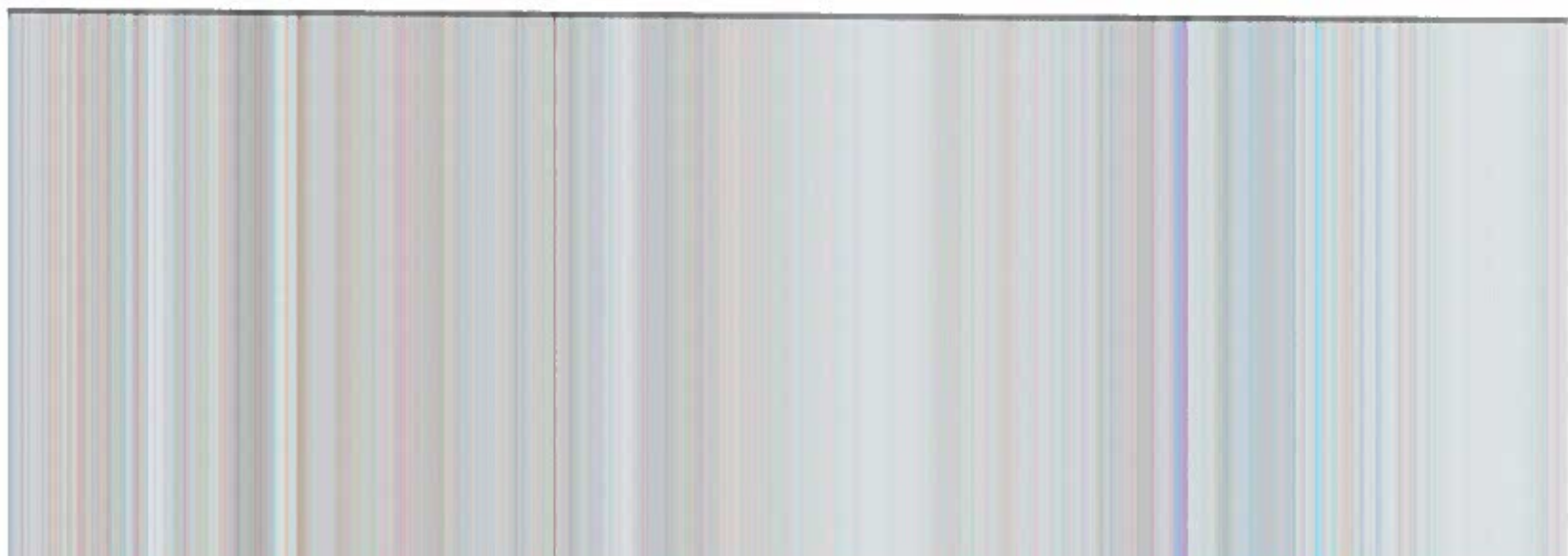
With respect to an election change under the special enrollment period provisions of HIPAA, "timely submitted" shall mean submitted no later than the last day of such special enrollment period. With respect to any other change in election, the Plan Administrator shall determine if the new Benefits Enrollment Form has been timely submitted consistent with the nature of the Change in Status.

The Participant's Benefits Enrollment Form for a given Plan Year shall terminate and Benefits under the Plan shall cease upon the date a Participant is no longer eligible to participate under the terms of this Plan.

4.3 Increases or Decreases in Premiums. Should a third party benefit provider, such as an Insurance Company, increase or decrease premiums for any health benefits being offered under this Plan during the Plan Year, any Participant participating in such benefit shall have his contributions increased or decreased automatically in an amount sufficient to pay for such increase or decrease. However, in the case of an increase in premium, if there is a similar benefit offered under the Plan at the time of said increase, the Participant may select such similar benefit rather than pay the increase.

4.4 Maximum Contribution. Notwithstanding any other provisions of this Plan, no Participant shall be allowed to contribute more than \$15000 per Plan Year to this Plan.

4.5 Nondiscrimination. The Plan is intended to not discriminate in favor of highly compensated individuals as to eligibility to participate, contributions and benefits in accordance with applicable provisions of the Code. The Plan Administrator may take such actions as excluding certain highly compensated individuals from participation in the Plan or limiting the contributions made with respect to certain highly compensated participants if, in the Plan Administrator's judgment, such actions serve to assure that the Plan does not violate applicable nondiscrimination rules.



ARTICLE V

PARTICIPANTS' ACCOUNTS AND PAYMENT OF BENEFITS

5.1 Participants' Benefit Accounts. The Plan Administrator shall establish separate Benefits Accounts based on the Benefits selections made by each Participant. Contributions shall be credited to the proper Benefits Accounts of each Participant. Each Benefits Account shall be designated as a "Premium Account" or as a "Reimbursement Account".

5.2 Premium Account. A "Premium Account" is an account established with the intent of paying for premium-type Benefits pursuant to an insurance policy issued by an insurance company to provide medical, dental, vision, psychological or psychiatric, prescription drugs, or other qualified benefits under Section 125.

5.3 Reimbursement Account. A "Reimbursement Account" is an account established with the intent of providing reimbursement of allowable expenses pursuant to a medical or dependent care reimbursement plan offered by the Employer.

5.4 Payment of Benefits. The Plan Administrator shall pay the Benefits authorized under the Plan other than insurance benefits administered by a third-party benefit provider. Payment shall be made by the Employer, (or the designated Plan Administrator), in a timely manner upon receipt of a Premium Notice from the Benefit Provider providing such benefit. In the event of the death of the Participant prior to the payment of any claims, payment shall be made in the following priority:

- (a) Executor of the Estate of the deceased Participant,
- (b) Spouse,
- (c) Family member held responsible for payment of deceased's medical bills,
- (d) Spouse of dependent with COBRA continuation rights.

ARTICLE VI

PLAN ADMINISTRATION

6.1 Plan Administrator. The Plan Administrator shall be responsible for the administration of the Plan.

6.2 Plan Administrator's Duties. In addition to any rights, duties or powers specified throughout the Plan, the Plan Administrator shall have the following rights, duties and powers:

(a) to interpret the Plan, to determine the amount, manner and time for payment of any benefits under the Plan, and to construe or remedy any ambiguities, inconsistencies or omissions under the Plan;

(b) to adopt and apply any rules or procedures to insure the orderly and efficient administration of the Plan;

(c) to determine the rights of any Participant, Spouse, Dependent or beneficiary to benefits under the Plan;

(d) to develop appellate and review procedures for any Participant, Spouse, Dependent or designated beneficiary denied benefits under the Plan;

(e) to provide the Employer with such tax or other information it may require in connection with the Plan;

(f) to employ any agents, attorneys, accountants or other parties (who may also be employed by the Employer) and to allocate or delegate to them such powers or duties as is necessary to assist in the proper and efficient administration of the Plan, provided that such allocation or delegation and the acceptance thereof is in writing;

(g) to report to the Employer, or any party designated by the Employer, after the end of each Plan Year regarding the administration of the Plan, and to report any significant problems as to the administration of the Plan and to make recommendations for modifications as to procedures and benefits, or any other change which might insure the efficient administration of the Plan.

However, nothing in this section 6.2 is meant to confer upon the Plan Administrator any powers to amend the Plan or change any administrative procedure or adopt any other procedure involving the Plan without the express written approval of the Employer regarding any amendment or change in administrative procedure, or Benefit Provider. Notwithstanding the preceding sentence, the Plan Administrator is empowered to take any actions he sees fit to assure that the Plan complies with the nondiscrimination requirements of Section 125 of the Code.

6.3 Information to be Provided to Plan Administrator. The Employer, or any of its agents, shall provide to the Plan Administrator any employment records of any employee eligible to participate under the Plan. Such records shall include, but will not be limited to, any information regarding period of employment, leaves of absence, salary history, termination of employment, or any other information the Plan Administrator may need for the proper administration of the Plan. Any Participant or Dependent or any other person entitled to benefits under the Plan shall furnish to the Plan Administrator his correct post office address, his date of birth, the names, correct addresses and dates of birth of any designated beneficiaries, with proper proof thereof, or any other data the Plan Administrator might reasonably request to insure the proper and efficient administration of the Plan.

6.4 Decision of Plan Administrator Final. Subject to applicable State or Federal law, and the provisions of Section 6.5, below, any interpretation of any provision of this Plan made in good faith by the Plan Administrator as to any Participant's rights or benefits under this Plan is final and shall be binding upon the parties. Any misstatement or other mistake of fact shall be corrected as soon as reasonably possible upon notification to the Plan Administrator and any adjustment or correction attributable to such misstatement or mistake of fact shall be made by the Plan Administrator as he considers equitable and practicable.

6.5 Review Procedures. In cases where the Plan Administrator denies a benefit under this Plan for any Participant, Spouse or Dependent or any other person eligible to receive benefits under the Plan, the Plan Administrator shall furnish in writing to said party the reasons for the denial of benefits. The written denial shall be provided to the party within 30 days of the date the benefit was denied by the Plan Administrator. The written denial shall refer to any Plan or section of the Code upon which the Plan Administrator relied in making such denial. The denial may include a request for any additional data or material needed to properly complete the claim and explain why such data or material is necessary, and explain the Plan's claim review procedures. If requested in writing, and within 180 days of the claim denial, the Plan Administrator shall afford any claimant whose request for claim was denied a full and fair review of the Plan Administrator's decision, and within 60 days of the request for review of the denied claim, the Plan Administrator shall notify the claimant in writing of his final decision on the reviewed claim.

With respect to the denial of any claim for benefits from an insurance company or other third-party benefit provider, paid for as a premium-type Benefit under the Plan, the review procedures of the insurance company or other third-party benefit provider shall apply.

6.6 Extensions of Time. In any case where the Plan Administrator determines special circumstances apply, the Plan Administrator may extend the amount of time any Participant, Spouse, Dependent or designated beneficiary may need to appeal a claim, upon proper application to the Plan Administrator.

6.7 Rules to Apply Uniformly. The Plan Administrator shall perform his duties in a reasonable manner and on a nondiscriminatory basis and shall apply uniform rules to all Participants similarly situated under the Plan.

6.8 Indemnity. The Employer does hereby agree to indemnify and hold harmless, to the extent allowed by law and over and above any liability coverage contracts or directors and officers insurance, any sole proprietor, member, partner, officer or director of the Employer, designated by the Employer or the Plan Administrator who has been employed, hired or contracted to assist in the fulfillment of the administration of this Plan. In addition, the Employer agrees to pay any costs of defense or other legal fees incurred by any of the above parties over and above those paid by any liability or insurance contract.

ARTICLE VII

TRUST PROVISIONS

7.1 Trust Fund. The term "Trust Fund" means all assets held under the Plan by the Trustee. The Trustee shall receive, hold, invest, distribute and administer the assets of the Trust Fund in accordance with the terms of the Plan as set forth in this Plan document. The assets of this Trust Fund shall be the Employer's for the sole benefit of the Participants of the Plan.

7.2 No Reversion to Employer. At no time shall any assets of the Plan be used any purposes other than for the exclusive benefit of the Plan's Participants, their Spouses, Dependents and beneficiaries.

7.3 Records and Accounts of Trustee. The Trustee shall maintain accurate and complete record and accounts of all transactions under the Plan, which shall be available at all reasonable times for inspection or audit by any person designated by the Employer or the Plan Administrator, if different from trustee and by any other person or entity to the extent required by law.

7.4 Annual Reports. As soon as is practicable, following the close of the Plan Year or the termination of the Plan and this Trust, the Trustee shall file with the Employer and the Plan Administrator a written report setting forth all transactions with respect to the Trust Fund during the Plan Year or the period up to the date of the termination of the Plan and Trust and listing all the assets of the Trust Fund and the market value thereof as of the close of the period covered by such report. The Trustee shall also provide the Employer and the Plan Administrator any other information in connection with the Trust that it deems necessary to carry out the smooth administration of the Plan.

7.5 Trustee's Powers. The Trustee shall be vested with the following powers, rights and duties, in addition to any other powers, rights and duties mentioned elsewhere in this Plan or by law:

- (a) To retain, manage and invest any assets of the Trust Fund.
- (b) To invest the Trust Fund in deposits which bear a reasonable rate of return.
- (c) To employ such attorneys, agents and accountants as may reasonably be necessary in managing, investing, administering, distributing and protecting the Trust Fund or the assets thereof and to pay such attorneys, agents and accountants reasonable compensation for any services rendered.
- (d) To settle, compromise or abandon all claims and demands in favor of or against the Trust Fund.

7.6 Expenses and Compensation. All reasonable costs, charges, expenses, and such reasonable compensation, as may be agreed upon from time to time between the Employer or the Plan Administrator and the Trustee incurred by the Trustee in connection with the management and administration of the

Trust Fund shall be paid by the Employer. However, in no event shall a fiduciary to this trust fund who is also an Employee of the Employer (in addition to his duties as a Plan fiduciary) have his compensation for fiduciary services be paid from the Trust assets.

7.7 Resignation of the Trustee. The Trustee may resign at any time by giving the Employer or the Plan Administrator 30 days' advance written notice.

7.8 Removal of Trustee. The Employer or the Plan Administrator may remove the Trustee at any time by giving the Trustee 30 days' advance written notice, and providing the Trustee with satisfactory proof that a Successor Trustee has been appointed and accepted the duties of Successor Trustee of the Trust Fund.

to the extent not preempted by any Federal law.

Executed this _____ day of _____, _____.

Employer: NEW MEXICO JUNIOR COLLEGE

KATHY MILLER
HR GENERALIST

SHERYL POUNDS
HR & PAYROLL SPECIALIST

DAN HARDIN
Trustee

MARY LAMB
RESOURCES TECHNICIAN

MELANIE HERNANDEZ
HR & PAYROLL SPECIALIST

BILL MORRILL
DIRECTOR ADMIN SERVICES

**NEW MEXICO JUNIOR COLLEGE
FLEXIBLE BENEFITS PLAN**

SUMMARY PLAN DESCRIPTION

Summary Plan Description

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Article I

INTRODUCTION TO YOUR PLAN

NEW MEXICO JUNIOR COLLEGE offers a "Flexible Benefits Plan" as part of your employee benefits program. This Plan was instituted on May 1st, 1989 and has been restated January 1, 2009. This Plan is intended to qualify under Section 125 of the Internal Revenue Code (IRC). Under IRC Section 125, you can take advantage of the tax-free benefits offered under the Plan, as described in this summary.

Your Plan is a "Salary (or wage) Reduction" plan. This means that you pay the cost of your benefits by electing to have your compensation reduced. To Participate, you must file a Benefits Enrollment Form which contains a "Salary (or wage) Reduction Agreement" with the Plan Administrator. This form lists both the benefits selected plus the amount you have agreed to contribute to pay for those benefits. Then, the Employer will deduct from your paycheck, an amount sufficient to pay for your portion of your benefits.

Any money you contribute to pay for your benefits is not subject to Federal income, Social Security or Unemployment taxation. Therefore, your benefit costs are quite low, and in some cases, can even result in a net increase in spendable income to you, after paying for your benefits. This can be illustrated by the following example:

	With Your Plan	Without Your Plan
Gross Taxable Wages	\$25,000.	\$25,000.
Pre-tax Contribution	\$1,800.	N/A
Taxable Wages	\$23,200.	\$25,000.
Estimated Taxes*	\$3,480.	\$3,750.
After-tax Contribution	N/A	\$1,800.
Take-home Pay	\$19,720.	\$19,450.

* Joint Return, 15% marginal tax rate

By paying for benefits before taxes are calculated, estimated taxes are reduced by \$270, which is \$22.50 per month more in take-home pay for our example person. In other words, paying for benefits without a Flexible Benefits Plan costs this person \$22.50 more per month. Please consult your tax advisor for a more accurate estimate for your situation.

This Summary Plan Description is a brief description of the Plan and your rights, benefits and obligations

under the Plan. This Summary Plan Description is not meant to interpret, extend or change any provision contained in the main Plan Document. The provisions of NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN can only be accurately understood by reading the Plan Document. This Document is on file with the Employer and may be read by you or your dependents or your legal representative by contacting the Benefits Coordinator. The Benefits Coordinator's office will make the Document available to you at any reasonable time. You may request a copy of the Plan from the Plan Administrator, who may charge you a fee for copying the Plan for you.

Article II
GENERAL INFORMATION

You may need the following information if you have any questions about your Plan.

1. GENERAL PLAN INFORMATION

The name of this Plan is NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN.

Your Employer has assigned Plan Number 501 to this Plan.

The provisions of your Plan became effective on May 1st, 1989.

This Plan's records are maintained on a 12-month period known as the Plan Year. The Plan Year for your Plan is January 1st through December 31st.

The assets of your Plan are held and invested in trust by the Plan's Trustee.

Your Plan shall be governed by the Laws of the State of NEW MEXICO.

2. EMPLOYER INFORMATION

The name, address and tax identification number of the Employer are:

NEW MEXICO JUNIOR COLLEGE
5317 LOVINGTON HIGHWAY
HOBBS, NM 88240
575-392-4510
85-0193990

3. PLAN ADMINISTRATOR INFORMATION

The name, address and telephone number of your Plan Administrator are:

NEW MEXICO JUNIOR COLLEGE
5317 LOVINGTON HIGHWAY
HOBBS, NM 88240
575-392-4510

Your Plan Administrator is responsible for the administration of your Plan. Should you need to see any records or have any questions regarding the Plan, contact the Plan Administrator.

4. BENEFITS COORDINATOR

KATHY MILLER, HUMAN RESOURCES GENERALIST has been named as the Plan's Benefits Coordinator. If you need additional information about the plan or the benefits offered, the Benefits Coordinator will be able to assist you.

5. LEGAL REPRESENTATIVE

The following person has been named your Plan's agent for service of legal process:

SCOTTY HOLLOMAN
205 E. BENDER STE. 150
HOBBS, NM 88240

Service of process can also be made upon the Plan's Trustee or Plan Administrator.

6. TRUSTEES

The names of your Plan Trustees are:

DAN HARDIN

Their business address and telephone number is:

5317 LOVINGTON HIGHWAY
HOBBS, NM 88240
575-492-2771

Your Plan Trustees have been designated as the party to hold, invest and pay benefits from the Plan assets for your benefit and the benefit of other Participants under your Plan.

Article III

PARTICIPATION IN YOUR PLAN

All employees who meet the participation requirements are eligible to participate in this Plan.

To qualify as a participant under this plan you must be eligible to participate under a Health Insurance Program offered by the employer.

NOTE: All Employees employed as of the Effective Date shall be eligible to become a Participant on the Effective Date.

If you become eligible under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for coverage by an Accident or Health Benefit available under the Plan you shall be allowed to participate in the Plan, so long as you comply with the provisions set out in HIPAA. See your Plan Administrator for details.

Your Plan Entry Date, the date you may actually join the Plan, is on the date you meet all of the above eligibility requirements.

BENEFITS ENROLLMENT FORM

You will be required to file a Benefits Enrollment Form before either one of two dates. If your plan has different eligibility requirements, you will have different benefit entry dates for each benefit. If your plan has one set of eligibility requirements, the benefit entry dates will be the same as the plan entry dates. The benefits enrollment form needs to be filed before any applicable benefit or plan entry dates. The Benefits Enrollment Form is an agreement between you and your Employer, where your Employer lists the benefits offered for the Plan Year. It will also specify the amount you have agreed to contribute towards the cost of these benefits, in the Salary (or Wage) Reduction Agreement part of the form. This is an agreement between you and your Employer, which states that you agree to have your compensation reduced by the amount necessary to pay for the benefits. Any money you contribute to this Plan will not be subject to Federal income taxation.

If you do not file a new Benefits Enrollment Form with the Plan Administrator before the start of the new Plan Year, it will be assumed that you do not wish to participate in the Plan for the new Plan Year, and the Employer will stop taking contributions from your compensation when the new Plan Year begins. For purposes of the Plan's first Plan Year only, if you do not file a Benefits Enrollment Form with the Plan Administrator before the Plan's Effective Date, you will not be able to participate in the Plan during that first Plan Year.

LIMITATIONS ON CONTRIBUTIONS

You are limited to a maximum of \$15000 per Plan Year in salary (or wage) reductions to pay for your portion of benefits selected under this Plan.

CHANGE IN ELECTIONS/CHANGE IN STATUS

The laws governing Flexible Benefits Plans generally do not allow you to change the terms of your Benefits Enrollment Form during a Plan Year. There are, however, a few exceptions to this rule. You may change your benefit elections if there is a change in your status. If you are enrolled in the **MEDICAL FLEXIBLE BENEFITS PLAN**, these changes are limited to:

1. The marriage or divorce of the Participant;
2. The adoption, birth, or death of a child or other Dependent of the Participant or the Participant's Spouse;
3. The emancipation or coming of age of a child of the Participant so that the child is no longer eligible as a Dependent under the Plan;
4. The employment of the Participant or Participant's Spouse;
5. Change in the Participant's residence;
6. The Participant beginning or ending adoption proceedings;
7. Medicare or Medicaid entitlement.

If you are enrolled in the other benefits provided by the Plan, your changes would be limited to:

1. The marriage or divorce of the Participant;
2. The adoption, birth, or death of a child or other Dependent of the Participant or the Participant's Spouse;
3. The emancipation or coming of age of a child of the Participant so that the child is no longer eligible as a Dependent under the Plan;
4. The employment of the Participant or Participant's Spouse;
5. Change in the Participant's residence;
6. The Participant beginning or ending adoption proceedings;
7. Automatic changes upon cost increases or decreases;
8. Significant cost increases;
9. Significant curtailment of coverage;
10. Addition or elimination of similar benefit package option allowing (prohibiting) employees that previously opted out of other benefits to make an election change;
11. Change in coverage under employer plan of spouse or dependent;
12. FMLA leaves;
13. Changes in 401(k) contributions;
14. HIPAA special enrollment rights;
15. A COBRA qualifying event;
16. A judgment, decree or order;
17. Medicare or Medicaid entitlement.

You do need to submit any changes to your election within 30 days of any applicable event.

Also, you (or your estate) will not be required to make further contributions to the Plan once you have died, retired, terminated employment, or have a change in job status so that you are no longer eligible to

participate under this Plan.

Note that the new benefit elections can start only after your change in status has taken place and the new form has been filed. For example, assume that you have a change in status from the list above. You could request a change in your benefits ahead of time to be effective on the date of the event. However, making other unrelated changes or changes that are effective before the date of the event would not be approved.

Also, you may be required to increase your contribution if the Plan's cost for a particular benefit should increase during the Plan Year. Employees can only change their plan during the open enrollment period that occurs every year.

ENDING PLAN PARTICIPATION AND LEAVES OF ABSENCE

Because you contribute to this plan on a pre-tax basis, you must be receiving pay from your employer in order to make those contributions. Usually, your participation in the plan will end when you stop making pre-tax contributions. The rest of this section explain the rules regarding suspending or ending your participation in the plan.

Ending Plan Participation

A Participant whose employment terminates and who is subsequently re-employed within 30 days separation of service will immediately rejoin the Plan with the same Benefit elections. Should the Participant return to service during the following Plan Year, the Participant would not be allowed to elect new Benefits prior to returning to service, unless the Employee should incur an applicable Change in Status.

A Participant whose employment terminates and who is subsequently re-employed after 30 days separation of service will need to re-satisfy Plan eligibility requirements to rejoin the Plan. Any unused reimbursement Benefits Accounts balance prior to the initial separation of service date will be forfeited.

Continuing Plan Participation Under COBRA and FMLA

Special rules, called COBRA provisions, apply to certain health or medical plans. If you terminate employment or have another "qualifying event" that affects your health plan, your Benefits Coordinator will give you an explanation of COBRA and your rights to continued coverage, if COBRA applies to your plan.

The Family and Medical Leave Act ('the FMLA') requires employers with 50 or more employees to provide unpaid leave for eligible employees at the time of the birth or adoption of a child or at the time of a serious health condition affecting the employee or a family member.

If you are on an unpaid leave under the FMLA rules, you may continue to participate in the plan, by making contributions under one of the options elected by your employer.

The payment option for coverage while on unpaid Family Medical Leave Act leave for group health plans is:

i) Pay-as-you-go. Under this option, you will pay your share of premium payments on the same schedule as if you were not on leave, or under another schedule according to Department of Labor regulations. If you fail to make payments under this Pay-as-you-go option, your Employer is not required to continue coverage. However, if your Employer chooses to continue coverage, your employer is entitled to collect these amounts from you after you return from the FMLA leave.

Ending your participation in a reimbursement benefit affects the way the Plan Administrator will handle your requests for reimbursement, too. These rules for reimbursement benefits are explained in Article VII.

Article IV

PAYING FOR BENEFITS UNDER YOUR PLAN

INTRODUCTION

There are two basic types of benefits offered under your plan: Premium benefits and Reimbursement benefits.

Premium benefits are insurance benefits, such as health and life.

Reimbursement benefits are benefits where you designate a portion of your salary (or wage) reduction contributions to be placed in an account for you. You can later have the Plan reimburse you when you have expenses to pay that are considered "Qualified Expenses" under the Plan. Your Plan offers reimbursement for certain medical and dependent care expenses, as authorized under the Internal Revenue Code.

PAYMENT OF PLAN EXPENSES

The cost of the plan includes administrative expenses and the amount paid to provide benefits such as premium payments to insurance companies and reimbursement benefits. The amount needed to provide your benefits depends on the selections you made on the Benefits Enrollment Form. You pay the cost of the benefits under your Plan through salary (or wage) reductions.

Article V

ADMINISTRATION OF YOUR PLAN

The Plan Administrator is responsible for the administration of your Flexible Benefits Plan. The duties of the Plan Administrator include determining who is eligible to participate, interpreting laws and regulations and how they apply to your Plan and whether or not certain expenses should be allowed under the Plan.

When you are ready to enter the Plan, you must file a Benefits Enrollment Form and Salary (or Wage) Reduction Agreement with the Plan Administrator. After becoming a participant in the Plan, file all change requests and requests for reimbursement with the Plan Administrator. The Plan Administrator will determine, in accordance with the various laws that apply to Flexible Benefits Plans, whether or not to grant your requests.

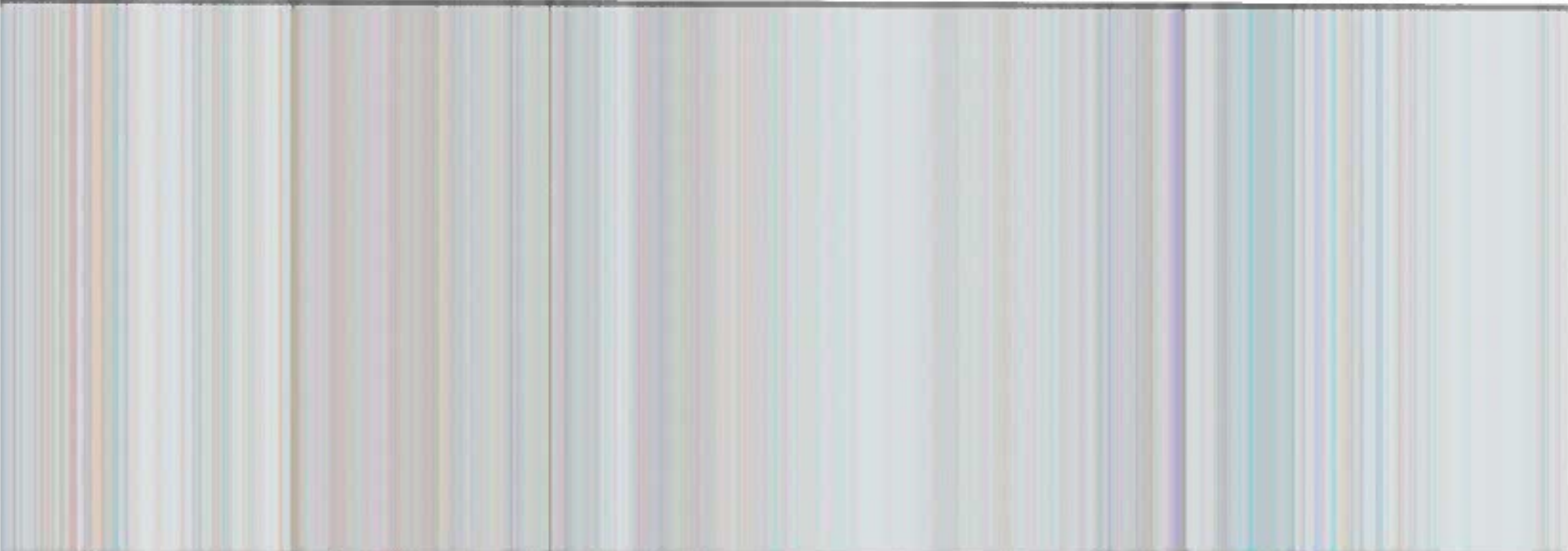
The Plan Administrator can demand any documents or evidence deemed necessary to properly administer your Plan. If the Plan Administrator feels that you have submitted insufficient data to make a determination, or that the request made is not allowed under the Plan, the Plan Administrator can deny your request. After the request has been denied, you will be allowed an opportunity to appeal. The Plan Administrator must furnish you in writing the reasons for the denial of your claim for benefits. The written denial must be provided to you within 30 days of the date the claim for benefits was received by the Plan Administrator. The written denial must refer to the Plan provision, or section of the Internal Revenue Code upon which the Plan Administrator relied in making such denial. The denial may include a request for any additional data or material needed to properly complete the claim and explain why such data or material is necessary, and explain the Plan's claim review procedures. If requested in writing, and within 180 days of the claim denial, the Plan Administrator is required to give you a full and fair review of the Plan Administrator's decision, and within 60 days of the request for review of the denied claim, the Plan Administrator shall notify you in writing of his final decision on the reviewed claim.

With respect to the denial of any claim for benefits from an insurance company or other third-party benefit provider, paid for as a premium-type Benefit under the Plan, the review procedures of the insurance company or other third-party benefit provider shall apply.

If your request was denied because the Plan Administrator felt your request is not covered under the Plan, you will be given the chance to show why it should have been allowed under the Plan. If the Plan Administrator rejects your reasons, you will not be able to appeal again.

You may, however, feel that you were treated unfairly. The Employee Retirement Income Security Act of 1974 (ERISA) provides all plan participants with certain rights. If you feel the Plan Administrator violated these rights, you may be able to take legal action in a court of law. Generally, this type of action can be taken only if you can prove that the Plan Administrator did not act in accordance with the terms of your Plan, or that the Plan Administrator acted in bad faith when making its decision.

In addition to interpreting the plan and making sure that benefits are properly paid, the Plan Administrator also keeps all the records of the Plan. Should you need a copy of anything filed with the Plan Administrator, contact the Plan Administrator directly.



Article VI

TRUST PROVISIONS

All of your salary (or wage) reduction contributions are placed in a trust to pay for your benefits. However, once placed in the trust, that money becomes the property of your Employer. This does NOT mean your Employer can spend the money any way at all. The trust assets must be used to pay for your benefits.

The law does require that, if the trust earns a profit, that money must remain the property of your Employer. Otherwise, this Plan would become disqualified, and you would lose the special tax advantages that your Flexible Benefits Plan offers you.

But, it also means you must determine your benefit needs very wisely. As we shall see when we discuss your benefits in the next section, it is up to you to make an accurate determination as to how much money you need to spend for Medical Reimbursement and Dependent Care Assistance. If you end up putting more money into the Program than you get back, you must, by law, forfeit that money. (On the other hand, you do not want to defer too little, and end up losing some of the tax advantages offered under this Flexible Benefits Plan either.)

The trust is managed by the Trustee. It is the Trustee's duty to manage and invest the assets for your benefit. The Trustee must invest the money prudently. Since the primary purpose of this trust is to provide you benefits, and not to earn money for the participants, the Trustee's main purpose is to preserve assets.

Should the Trustee mismanage the assets you and the other Plan participants could take legal action against the Trustee. The Employer will terminate the Trustee should the Employer feel the Trust Fund is being mismanaged.

Article VII

BENEFITS UNDER YOUR PLAN

INTRODUCTION

Your Flexible Benefits Plan offers several benefit options. It is very important that you make benefit choices that fit your benefit needs. You should not, for example, choose a benefit just because it is the least expensive if that benefit will not fit your needs. When making your decision as to what benefits are best for you, you should consider factors such as whether you have benefits from another source (such as coverage under a similar plan by your spouse's employer), the number of dependents you are covering and the amount you can afford to spend. Your Benefits Coordinator will be glad to assist you in making the best benefit choices for your particular situation.

HEALTH INSURANCE BENEFITS

Your Plan offers basic health insurance - with deductibles and co-payments as its health insurance option. You can choose benefits for your dependents, as well, at an additional charge.

Under the basic health insurance program, you can choose from several different deductibles. A "deductible" is the amount you must pay out of your own pocket before the health insurance company will begin paying its portion of the benefits.

If you and your family have a history of good health, you may want to choose a policy with a high deductible. This is because this policy costs less than a policy with a lower deductible. On the other hand, if you historically have had high medical bills, the policy with a lower deductible, though it costs more, may actually be cheaper for you in the long run. Remember, you can have your deductibles and co-payments paid out of the Medical Reimbursement Program. For specific coverages and deductibles and co-payments, consult the Summary Plan Description of the basic health insurance policy, available from the Benefits Coordinator.

Also, deductibles, co-payments and other fees will vary among health care alternatives. Consult each health alternative's enrollment materials or Summary Plan Description for a description of the benefits, limitations and costs. This information can be obtained from your Benefits Coordinator.

DENTAL BENEFITS

You may select dental benefits as part of your medical benefits program. Various coverages and deductibles and co-payments are available.

This insurance will assist in paying for cleanings, fillings, oral surgery, etc. Orthodontic coverage is available as part of your dental coverage. A copy of the Summary Plan Description for the dental plan is available from the Benefits Coordinator. It describes the specific coverages and limitations available.

REIMBURSEMENT PROGRAMS

INTRODUCTION

Your Flexible Benefits Plan allows you to direct some of your salary (or wage) reductions so that this money can later be returned to you, tax free, to pay for certain allowed expenses, called qualified expenses.

In order for an expense to be eligible for reimbursement it must be "qualified", as explained below. It must also be incurred during the period of coverage (usually the plan year). This means that you must have received services, such as having seen the doctor or had a child in day care, on a date during the period covered by your Benefits Enrollment Form.

Assume that your enrollment is effective as of March 1. If you saw the doctor on February 28, that expense would not be eligible for reimbursement, even if you received an invoice dated after March 1.

If your participation in the reimbursement program ends, perhaps because you terminate employment, your period of coverage ends on the day you terminate employment. Any expenses incurred after that date are ineligible for reimbursement. If you have not incurred expenses equal to the amounts deposited to your account BEFORE that date, you forfeit the unused amount.

ONCE YOU HAVE ELECTED TO DEFER MONEY TO ONE OF THE PROGRAMS BELOW, YOU CANNOT CHANGE THAT ELECTION, SUBJECT TO THE EXCEPTION REGARDING A CHANGE IN STATUS. ANY MONEY LEFT OVER AT THE END OF THE PLAN YEAR IN THESE PROGRAMS BECOMES THE PROPERTY OF THE EMPLOYER. THE PLAN ADMINISTRATOR WILL FINISH THE ACCOUNTING FOR THE PLAN YEAR 90 DAYS AFTER THE LAST DAY OF THE PLAN YEAR. YOU MUST SUBMIT ANY REMAINING CLAIMS FOR REIMBURSEMENT BEFORE THAT DATE. SHOULD YOU FAIL TO SPEND ALL THE MONEY YOU DEFER TO A REIMBURSEMENT PROGRAM BEFORE THE END OF A PLAN YEAR, YOU CANNOT CARRY THAT MONEY OVER TO THE NEXT PLAN YEAR. IT IS, THEREFORE, VERY IMPORTANT THAT YOU DETERMINE AS ACCURATELY AS POSSIBLE HOW MUCH YOU WISH TO DEFER TO A REIMBURSEMENT PROGRAM. THE BENEFITS COORDINATOR WILL BE GLAD TO ASSIST YOU IN MAKING AN ACCURATE ASSESSMENT OF YOUR NEEDS UNDER THESE PROGRAMS.

MEDICAL FLEXIBLE BENEFITS PLAN

Money directed into the Medical Reimbursement Program will be returned to you, tax free, to pay for any qualified medical expenses that are not covered by medical insurance. The maximum amount you may defer to this program is \$1200 per Plan Year.

Qualified expenses under the Medical Reimbursement Program might include medical expenses that are not covered under your medical insurance program. Thus, co-payments, deductibles, certain excluded coverages, expenses for prescriptions or medical supplies that are not paid for by insurance could be considered expenses that can be reimbursed under your Medical Reimbursement Program.

Examples of expenses eligible for reimbursement under this Program would include: hospitalization and clinical care; prescriptions; transportation expenses (such as an ambulance) incurred to get medical services; home improvement costs that are recommended by a doctor and necessary for treatment or rehabilitation, to the extent such improvement does not increase the value of your home.

The following examples would usually not qualify as expenses eligible for reimbursement, even though recommended by a doctor: expenses for cosmetic surgery or cosmetic items, maternity items or wigs (unless ordered by a doctor as essential to health); vacation or travel expenses, even if for rehabilitation or prescribed by a doctor; meals and lodgings (unless included as part of a hospital bill or while traveling between distant hospitals) at a location away from home, even if prescribed by a doctor or received as an outpatient.

The Plan is required to pay you any benefits you incur, up to the maximum you elected, at any time. For example, assume that you have elected to establish a Medical Reimbursement account of \$600 for the Plan Year, \$50 each month. During the first month when there is only \$50 in your account, you have qualified medical expenses of \$300. The Plan must reimburse you the full \$300 and take the risk that you might terminate employment before the full \$300 has been contributed.

DEPENDENT CARE FLEXIBLE SPENDING ACCOUNT

Qualified expenses under the Dependent Care Assistance Program include any expenses that you could take as a credit against tax on your income tax form for the care of a dependent. A dependent eligible for these expenses includes a child or any other relative for whom you take a tax deduction on your tax form. A person is a dependent of yours if you provide them with at least 50% of their living expenses over the course of the year.

Dependents eligible under this program include children under the age of 13, and physically or mentally incapacitated individuals who are in need of supervised care.

Before deciding to participate in the Dependent Care Assistance Program, you should know that there is a provision in the Federal Income Tax Code that allows you to take a credit against taxes for Dependent Care Assistance Expenses. Section 21 of the Internal Revenue Code allows taxpayers to take a credit against tax of up to \$3,000 per qualified dependent, up to a maximum of \$6,000, per year for dependent care assistance expenses. These amounts are for 2003 and may vary from year to year. This allowable tax credit may be more advantageous for lower-paid Participants in this Plan. Consult your tax advisor to determine if participating in this Program or taking the tax credit under Internal Revenue Code Section 21 would be better for you.

Also, the tax laws further limit how much you can contribute to this Program. Under the law and the terms of the Plan, you can defer no more than the lesser of your actual (or, if you are married and if less, your spouse's) income for the year or \$5000 per year to this Program.

Generally, you can't receive reimbursements under this Program if you are married and your spouse doesn't work. However, if your spouse is a full-time student or unable to work, then your spouse is deemed to have a monthly income of \$250, if you have one dependent, \$500 if you have two or more dependents.

You can apply for reimbursement for household service expenses, including payments to baby-sitters, maids, nurses and cooks who work in your house, at least to the extent their services are for the care of a qualified individual. Household service expenses would not include payments to a gardener or chauffeur.

Out-of-home expenses would include payments for well-being and protection of qualified individuals. This would include nursery school, day-care centers, and certain summer camp expenses. This does not include expenses for educational expenses for children in kindergarten or beyond, or food, clothing and transportation expenses.

In order to qualify as a day care center, the center must care for at least six individuals who do not live on the premises, and comply with all applicable state and local laws.

Out-of-home care expenses for your spouse or dependents over the age of 12 who are unable to care for themselves qualify under this Program only if those individuals regularly spend at least eight hours each day in your home. Therefore, nursing home expenses do not qualify under this Program. However, in-house expenses for these individuals would.

You cannot receive reimbursement for dependent care services provided BY your child under the age of 19, even if that child is providing you with otherwise-qualified dependent care assistance.

The law requires that you give the name, address and taxpayer identification number for any person or organization that you use for dependent care assistance on your tax return. If you fail to get this information from any party who provided dependent care assistance to you, you will have to include any amounts you paid through reimbursement under the Dependent Care Assistance Program (or had paid directly by the Dependent Assistance Program) to that party in your gross income for the year. Thus, it is very important that you get this information as soon as possible from those parties providing dependent care assistance to you or your family. It is your responsibility to get this information. The Plan Administrator will not be liable for any additional taxable income to you that might have been avoided if the proper information had been furnished.

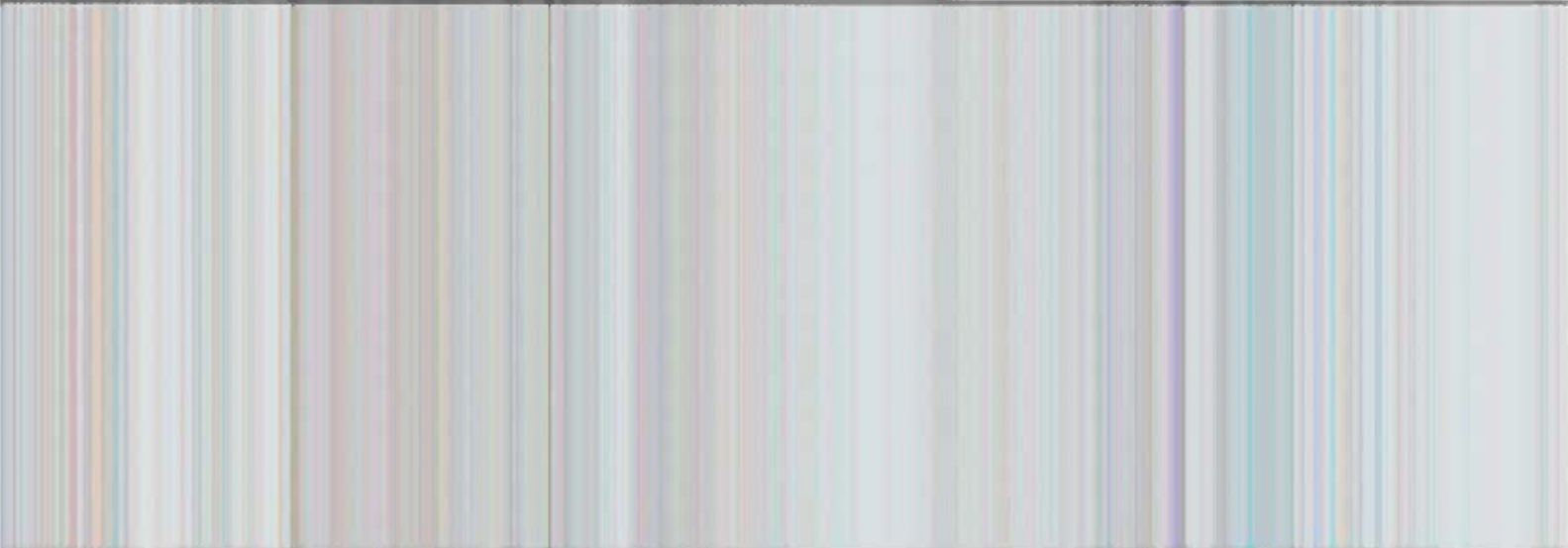
BENEFITS DUE TO A MEDICAL CHILD SUPPORT ORDER

NEW MEXICO JUNIOR COLLEGE established NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN for your benefit as an employee who participates in the plan. Under certain circumstances, your child might be treated as a Participant, also, even if you do not have custody of your child or the child is not your dependent. Those circumstances must be established through a Qualified Medical Child Support Order (QMCSO).

A QMCSO is a decree or order issued by a court that obligates you to provide health benefits for your child. If you incur this type of obligation as a result of a court ordered medical child support order, you must inform the Plan Administrator. The Plan Administrator can provide you with a copy of the Qualified Medical Child Support Order Procedure. This procedure explains the rules that the Plan Administrator must follow to properly handle a QMCSO.

The Plan Administrator will determine if a medical child support order is a Qualified Medical Child Support Order in accordance with the provisions of the Procedure, the Plan Document and Section 609(a)(3) of ERISA. If a medical child support order is found to be a QMCSO, the Plan may be obligated

to provide coverage or benefits to the child under any medical benefit offered to you under the Plan.



Article VIII

STATEMENT OF ERISA RIGHTS

As a participant in NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites and union halls, all plan documents, including insurance contracts, copies of the latest annual report (Form 5500 series if applicable), updated Summary Plan Description, collective bargaining agreements and copies of all documents filed by the plan with the Department of Labor, such as detailed annual reports and plan descriptions.

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the plan, have a duty to do so prudently and in the interest of you and other participants and beneficiaries. No one, including your employer, union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part you must receive a written explanation of the reason for denial. You have the right to have the plan review and reconsider your claim. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request materials from the plan and do not receive them within 30 days, you may file a suit in federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

CONTINUATION COVERAGE RIGHTS UNDER COBRA

Introduction

You are receiving this notice because you have recently become covered under NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN. This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.**

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you when you would otherwise lose your group health coverage. It can also become available to other members of your family who are covered under the Plan when they would otherwise lose their group health coverage. For additional information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or contact the Plan Administrator.

What is COBRA Continuation Coverage?

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

- (1) Your hours of employment are reduced, or
- (2) Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

- (1) Your spouse dies;
- (2) Your spouse's hours of employment are reduced;
- (3) Your spouse's employment ends for any reason other than his or her gross misconduct;
- (4) Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- (5) You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:

- (1) The parent-employee dies;
- (2) The parent-employee's hours of employment are reduced;
- (3) The parent-employee's employment ends for any reason other than his or her gross misconduct;
- (4) The parent-employee becomes entitled to Medicare benefits (under Part A, Part B, or both);
- (5) The parents become legally separated; or
- (6) The child stops being eligible for coverage under the plan as a "dependent child".

When is COBRA Coverage Available?

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, or the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event.

You Must Give Notice of Some Qualifying Events

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. This notice must be provided, in writing, to the Plan Administrator at the address listed at the end of this document.

How is COBRA Coverage Provided?

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, the employee's becoming entitled to Medicare benefits (under Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 after the date of Medicare entitlement. For example, if a covered employee becomes entitled to Medicare 8 months before the date on which his employment terminates, COBRA continuation coverage for his spouse and children can last up to 36 months after the date of Medicare entitlement, which is

equal to 28 months after the date of the qualifying event (36 months minus 8 months). Otherwise, when the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage generally lasts for only up to a total of 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of continuation coverage.

You must make sure that the Plan Administrator is notified, in writing, of the Social Security Administration's determination within 60 days of the date of determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator at the address listed at the end of this document.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to an additional 18 months of COBRA continuation coverage, for a maximum of 36 months, if notice of the second qualifying event is properly given to the Plan. This extension may be available to the spouse and any dependent children receiving continuation coverage if the employee or former employee dies, becomes entitled to Medicare benefits (under Part A, Part B, or both), or gets divorced or legally separated, or if the dependent child stops being eligible under the Plan as a dependent child, but only if the event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

In all of these cases, you must make sure that the Plan Administrator is notified, in writing, of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator at the address listed at the end of this document.

If You Have Questions

Questions concerning your Plan or your COBRA continuation rights should be addressed to the contact identified below. For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Plan Contact Information

KATHY MILLER

NEW MEXICO JUNIOR COLLEGE

5317 LOVINGTON HIGHWAY

HOBBS, NM 88240

575-492-2790

NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN

NOTICE OF PRIVACY PRACTICES

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") Originally Effective January 1st, 2009, Revised January 1st, 2009.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR PERSONAL AND HEALTH INFORMATION IS IMPORTANT.

NEW MEXICO JUNIOR COLLEGE is committed to protecting the privacy of health information maintained by the health plans it sponsors. This Notice is provided to you as required by the Health Insurance Portability and Accountability Act and the HIPAA Privacy Regulations (collectively, "HIPAA"). It applies to employees and covered dependents enrolled in the Medical Reimbursement Benefit under the NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN, hereinafter "the Plan".

This Notice describes how the Plan may use health information about you and your covered dependents and when such information may be used and disclosed. This notice also describes how you may have access to this information.

WHAT HEALTH INFORMATION IS COLLECTED?

The Plan considers personal health information to be confidential. The Plan will protect the privacy of that information in accordance with federal and state privacy laws, as well as the Plans' privacy policies. "Health Information" is used to mean information that identifies you and relates to your medical history, such as the health care you receive and or the amounts paid for that care.

Health information subject to the provisions explained in this Notice is information maintained by the Plan. The provisions do not extend to similar information which may be on file with NEW MEXICO JUNIOR COLLEGE as an Employer in its normal course of doing business. The type of health information typically received and maintained by the Plan which is subject to this Notice includes enrollment and claims information, benefit determinations, appeals information, eligibility, and case management information.

SUMMARY OF PERMISSIBLE USES AND DISCLOSURES AND YOUR RIGHTS

**REGARDING YOUR HEALTH
INFORMATION WHICH DO NOT REQUIRE YOUR AUTHORIZATION**

In order to provide and administer your benefits, the Plans may use your and disclose your health information in various ways without your express authorization. These include:

- **Payment:** The Plan may use and disclose your health information for purposes of paying for your health care services or to obtain premiums/contributions from you. The Plan may also use and disclose your health information to make determinations about your eligibility for benefit plan coverage, for coordination of benefits with other benefit plans, to perform claims management and collection activities, to review the medical necessity or the appropriateness of the care you received, and to conduct utilization reviews such as pre-authorizations, or reviews, of services.
- **Health Care Operations:** The Plan may use and disclose your health information as necessary to operate and manage their business operations. For example, NEW MEXICO JUNIOR COLLEGE, on behalf of the Plan, has contracts with an outside firm called a "third party administrator" (TPA) to provide administrative services to the Plan. The Plan may use your health information to evaluate the performance of the TPA in managing and providing you with health care benefits. The Plan might use and disclose your health information to contract for reinsurance or to investigate the validity of benefits claims. In addition, the Plan may share your health information with another company that performs certain services, such as billing or compiling information to help the Plan determine how the Plan is doing relative to other plans. Whenever the Plan has such an arrangement, they will have a written confidentiality agreement to ensure that the company that performs these services will protect the privacy of your health information, maintain its confidentiality and limit the uses or further disclosures to the purpose for which the information was disclosed or as required by law.
- **Benefits and Services:** As a part of health care operations, the Plan may use your health information to contact you regarding benefits or services that may be of interest to you, such as benefits that are included in the Plan, your medical treatment, case management and coordination of benefits, recommendations for alternative treatments, therapies, health care providers or settings of care.
- **Employer:** The Plan may disclose certain health information to NEW MEXICO JUNIOR COLLEGE since it is the Employer which sponsors the Plan. Upon a request from NEW MEXICO JUNIOR COLLEGE, the Plan may disclose health information about enrolled employees and their covered dependents to enable the Employer to obtain premium bids from other health plans, or to modify, amend, or terminate the Plan; however, the information the Plan discloses in such situations will not include any information that explicitly identifies individuals. The Plan may disclose to the Employer information on whether you are participating in, enrolled in, or unenrolled from the Plan. The Plan also may disclose health information about you, including information that identifies you, only if it is necessary for the Employer to administer the Plan. For example, NEW MEXICO JUNIOR COLLEGE may need such information to process health benefits claims, to audit or monitor the business operations of the Plans, or to ensure that the Plans are operating effectively and efficiently. The Plan may also disclose information to the Employer with respect to workers' compensation and the Family and Medical Leave Act. The Plan, however, will restrict their use of your information to purposes related only to Plan administration. The Plan prohibits the Employer from using your information for uses unrelated to Plan administration. Under no circumstances will the Plan disclose your health information to the Employer for the purpose of employment-related actions or decisions. The Employer will only disclose the health information it received from the Plan to third parties, such as to consultants or advisors, if the Plan has first obtained a confidentiality agreement from the person or organization which will receive your health information.
- **Disclosures to Friends and Family Involved in Your Care and Payment for Your Care:** The Plans may share information about your health benefits to a person involved in your care such as a family member unless you object. If you have provided a friend or family member with copies of your claim and other relevant identifying information, the Plan will assume that you do not object.
- **Emergencies or Public Need:** The Plan may use or disclose your health information in an emergency

or for important public needs. For example, the Plan may share your information with public health officials authorized to investigate and control the spread of diseases. The Plan may have information to prevent or lessen a serious and imminent threat to health or safety.

- **As Required By Law:** The Plan may use or disclose your health information if the Plan is required by law to do so. The Plan will notify you of these uses and disclosures if notice is required by law.
- **Business Associates:** The Plan may share information with service providers who provide administrative services for the Plans.

USES AND DISCLOSURES OF HEALTH INFORMATION WHICH REQUIRE YOUR WRITTEN AUTHORIZATION

Except as otherwise described in this Notice, the Plan, through their third party administrator, will generally obtain your written authorization before using your health information or disclosing it outside the Plan. If you provide the Plan with such a written authorization, you may revoke that authorization at any time, except to the extent that the Plans have already relied on it. To revoke an authorization, write to the Plan Administrator or Privacy Officer.

Access and Control of Your Health Information

The Plan must provide you certain rights with respect to access and control of your health information in your health claims file. You have the following rights to access and control your health information:

- You generally have the right to inspect and copy your health information which the Plan maintains.
- You have the right to request that the Plan amend your protected health information if you believe it is inaccurate or incomplete. You must submit your request in writing to the third party administrator of the Plan in which you are enrolled.
- You have the right to receive from the Plan an accounting of disclosures of protected health information. Your request must be in writing to the Privacy Officer. Many routine disclosures the Plan makes, including disclosures to your Employer for Plan administration, will not be included in the accounting; the accounting will identify only non-routine disclosures.
- You have the right to request further restrictions on the way the Plan uses your health information or shares it with others. The Plan is not required to agree to the restriction you request, but if the Plan does, the Plan will be bound by the agreement until such agreement is revoked by the Plan and you are notified in writing of such revocation.
- You have the right to request that the Plan contact you in a way that is more confidential for you, such as at work instead of at home, if disclosure of your health information could put you in danger and you clearly state that in your request. The Plans will accommodate all reasonable requests.

To Have Someone Act on Your Behalf

You have the right to name a personal representative who may act on your behalf to control the privacy of your health information. This authorization must be in writing and delivered to the Privacy Officer for the Plan.

Special Protections for HIV, Substance Abuse, and Mental Health Information

Special privacy protections may apply to HIV-related information, substance abuse information, and mental health information. Some parts of this Notice may not apply to these types of information.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, please contact the Privacy Officer listed at the end of this notice:

No one will retaliate or take action against you for filing a complaint.

Right to Revise

The Plan may change its privacy practices from time to time. If that happens, the Plan will revise this Notice so you will have an accurate summary of the Plans' practices. The revised Notice will apply to all of your health information. If you received this Notice electronically, you have the right to obtain a paper copy of the Notice. To request a paper copy of this Notice or any revised Notice, please contact the Plan's Privacy Officer. If this Notice is substantially revised, a new Notice will be mailed to you within 60 days.

The Plan is required by law to abide by the terms of the Notice currently in effect.

Contact Information

For further information, please contact the Plans' Privacy Officer:

KATHY MILLER
HUMAN RESOURCES GENERALIST
5317 LOVINGTON HIGHWAY
HOBBS, NM 88240
575-492-2790

NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN

NOTICE OF PRIVACY PRACTICES

Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") Originally Effective January 1st, 2009, Revised January 1st, 2009.

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR PERSONAL AND HEALTH INFORMATION IS IMPORTANT.

NEW MEXICO JUNIOR COLLEGE is committed to protecting the privacy of health information maintained by the health plans it sponsors. This Notice is provided to you as required by the Health Insurance Portability and Accountability Act and the HIPAA Privacy Regulations (collectively, "HIPAA"). It applies to employees and covered dependents enrolled in NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN, hereinafter "the Plan".

This Notice describes how the Plan may use health information about you and your covered dependents and when such information may be used and disclosed. This notice also describes how you may have access to this information.

WHAT HEALTH INFORMATION IS COLLECTED?

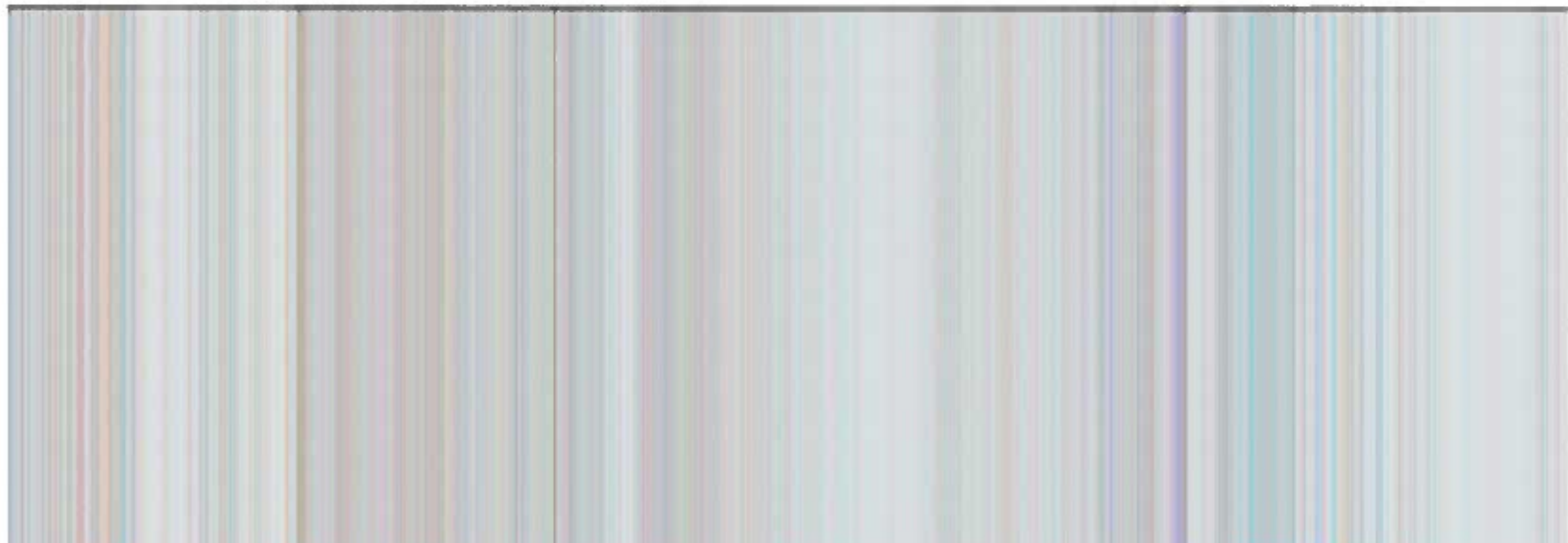
The Plan considers personal health information to be confidential. The Plan will protect the privacy of that information in accordance with federal and state privacy laws, as well as the Plans' privacy policies. "Health Information" is used to mean information that identifies you and relates to your medical history, such as the health care you receive and or the amounts paid for that care.

Health information subject to the provisions explained in this Notice is information maintained by the Plan. The provisions do not extend to similar information which may be on file with NEW MEXICO JUNIOR COLLEGE as an Employer in its normal course of doing business. The type of health information typically received and maintained by the Plan which is subject to this Notice includes enrollment and claims information, benefit determinations, appeals information, eligibility, and case management information.

SUMMARY OF PERMISSIBLE USES AND DISCLOSURES AND YOUR RIGHTS

**REGARDING YOUR HEALTH
INFORMATION WHICH DO NOT REQUIRE YOUR AUTHORIZATION**

In order to provide and administer your benefits, the Plans may use and disclose your health information in various ways without your express authorization. These include:



- **Payment:** The Plan may use and disclose your health information for purposes of paying for your health care services or to obtain premiums/contributions from you. The Plan may also use and disclose your health information to make determinations about your eligibility for benefit plan coverage, for coordination of benefits with other benefit plans, to perform claims management and collection activities, to review the medical necessity or the appropriateness of the care you received, and to conduct utilization reviews such as pre-authorizations, or reviews, of services.
- **Health Care Operations:** The Plan may use and disclose your health information as necessary to operate and manage their business operations. For example, NEW MEXICO JUNIOR COLLEGE, on behalf of the Plan, has contracts with an outside firm called a "third party administrator" (TPA) to provide administrative services to the Plan. The Plan may use your health information to evaluate the performance of the TPA in managing and providing you with health care benefits. The Plan might use and disclose your health information to contract for reinsurance or to investigate the validity of benefits claims. In addition, the Plan may share your health information with another company that performs certain services, such as billing or compiling information to help the Plan determine how the Plan is doing relative to other plans. Whenever the Plan has such an arrangement, they will have a written confidentiality agreement to ensure that the company that performs these services will protect the privacy of your health information, maintain its confidentiality and limit the uses or further disclosures to the purpose for which the information was disclosed or as required by law.
- **Benefits and Services:** As a part of health care operations, the Plan may use your health information to contact you regarding benefits or services that may be of interest to you, such as benefits that are included in the Plan, your medical treatment, case management and coordination of benefits, recommendations for alternative treatments, therapies, health care providers or settings of care.
- **Employer:** The Plan may disclose certain health information to NEW MEXICO JUNIOR COLLEGE since it is the Employer which sponsors the Plan. Upon a request from NEW MEXICO JUNIOR COLLEGE, the Plan may disclose health information about enrolled employees and their covered dependents to enable the Employer to obtain premium bids from other health plans, or to modify, amend, or terminate the Plan; however, the information the Plan discloses in such situations will not include any information that explicitly identifies individuals. The Plan may disclose to the Employer information on whether you are participating in, enrolled in, or unenrolled from the Plan. The Plan also may disclose health information about you, including information that identifies you, only if it is necessary for the Employer to administer the Plan. For example, NEW MEXICO JUNIOR COLLEGE may need such information to process health benefits claims, to audit or monitor the business operations of the Plans, or to ensure that the Plans are operating effectively and efficiently. The Plan may also disclose information to the Employer with respect to workers' compensation and the Family and Medical Leave Act. The Plan, however, will restrict their use of your information to purposes related only to Plan administration. The Plan prohibits the Employer from using your information for uses unrelated to Plan administration. Under no circumstances will the Plan disclose your health information to the Employer for the purpose of employment-related actions or decisions. The Employer will only disclose the health information it received from the Plan to third parties, such as to consultants or advisors, if the Plan has first obtained a confidentiality agreement from the person or organization which will receive your health information.
- **Disclosures to Friends and Family Involved in Your Care and Payment for Your Care:** The Plans may share information about your health benefits to a person involved in your care such as a family member unless you object. If you have provided a friend or family member with copies of your claim and other relevant identifying information, the Plan will assume that you do not object.
- **Emergencies or Public Need:** The Plan may use or disclose your health information in an emergency or for important public needs. For example, the Plan may share your information with public health

officials authorized to investigate and control the spread of diseases. The Plan may have information to prevent or lessen a serious and imminent threat to health or safety.

- **As Required By Law:** The Plan may use or disclose your health information if the Plan is required by law to do so. The Plan will notify you of these uses and disclosures if notice is required by law.
- **Business Associates:** The Plan may share information with service providers who provide administrative services for the Plans.

USES AND DISCLOSURES OF HEALTH INFORMATION WHICH REQUIRE YOUR WRITTEN AUTHORIZATION

Except as otherwise described in this Notice, the Plan, through their third party administrator, will generally obtain your written authorization before using your health information or disclosing it outside the Plan. If you provide the Plan with such a written authorization, you may revoke that authorization at any time, except to the extent that the Plans have already relied on it. To revoke an authorization, write to the Plan Administrator or Privacy Officer.

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The Plan must provide you certain rights with respect to access and control of your health information in your health claims file. You have the following rights to access and control your health information:

- You generally have the right to inspect and copy your health information which the Plan maintains.
- You have the right to request that the Plan amend your protected health information if you believe it is inaccurate or incomplete. You must submit your request in writing to the third party administrator of the Plan in which you are enrolled.
- You have the right to receive from the Plan an accounting of disclosures of protected health information. Your request must be in writing to the Privacy Officer. Many routine disclosures the Plan makes, including disclosures to your Employer for Plan administration, will not be included in the accounting; the accounting will identify only non-routine disclosures.
- You have the right to request further restrictions on the way the Plan uses your health information or shares it with others. The Plan is not required to agree to the restriction you request, but if the Plan does, the Plan will be bound by the agreement until such agreement is revoked by the Plan and you are notified in writing of such revocation.
- You have the right to request that the Plan contact you in a way that is more confidential for you, such as at work instead of at home, if disclosure of your health information could put you in danger and you clearly state that in your request. The Plans will accommodate all reasonable requests.

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You have the right to name a personal representative who may act on your behalf to control the privacy of your health information. This authorization must be in writing and delivered to the Privacy Officer for the Plan.

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Special privacy protections may apply to HIV-related information, substance abuse information, and mental health information. Some parts of this Notice may not apply to these types of information.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the Plan or with the Secretary of the Department of Health and Human Services. To file a complaint with the Plan, please contact the Privacy Officer listed at the end of this notice:

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Right to Revise

The Plan may change its privacy practices from time to time. If that happens, the Plan will revise this Notice so you will have an accurate summary of the Plans' practices. The revised Notice will apply to all of your health information. If you received this Notice electronically, you have the right to obtain a paper copy of the Notice. To request a paper copy of this Notice or any revised Notice, please contact the Plan's Privacy Officer. If this Notice is substantially revised, a new Notice will be mailed to you within 60 days.

The Plan is required by law to abide by the terms of the Notice currently in effect.

Contact Information

For further information, please contact the Plans' Privacy Officer:

KATHY MILLER
HUMAN RESOURCES GENERALIST
5317 LOVINGTON HIGHWAY
HOBBS, NM 88240
505-392-4527

**NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN
HIPAA Privacy Plan Amendment**

Article 1. Introduction

NEW MEXICO JUNIOR COLLEGE ("the Plan Sponsor") sponsors NEW MEXICO JUNIOR COLLEGE FLEXIBLE BENEFITS PLAN ("the Plan"). Certain employees of the Company have access to the individually identifiable health information of Plan participants for administrative functions of the Plan. When this health information is provided from the Plan to the Plan Sponsor, it is Protected Health Information (PHI).

The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations implementing it, limit the Plan Sponsor's ability to use and disclose PHI. The following HIPAA definition of PHI shall apply to this plan amendment:

Protected Health Information. Protected health information means information that is created or received by the Plan and relates to the past, present, or future physical or mental health or condition of a participant; the provision of health care to a participant; or the past, present, or future payment for the provision of health care to a participant; and that identifies the participant or for which there is a reasonable basis to believe the information can be used to identify the participant. Protected health information includes information of persons living or deceased.

The Plan Sponsor shall have access to PHI from the Plan only as permitted under this plan amendment or as otherwise required or permitted by HIPAA.

Provision of Protected Health Information to Plan Sponsor

Article 2. Permitted Disclosure of Enrollment Information

The Plan, or any insurance carrier under the plan, may disclose to the Plan Sponsor information on whether the individual is participating in the Plan, or is enrolled in or has unenrolled from any benefit offered by the Plan.

Article 3. Permitted Uses and Disclosure of Summary Health Information

The Plan, or any insurance carrier under the plan, may disclose Summary Health Information to the Plan Sponsor, provided that the Plan Sponsor requests the Summary Health Information for the purpose of (1) obtaining premium bids from health plans for providing health insurance coverage under the Plan; or (2) modifying, amending, or terminating the Plan.

"Summary Health Information" means information (1) that summarizes the claims history, claims expenses or type of claims experienced by individuals for whom a plan sponsor had provided health benefits under a Health Plan; and (2) from which the information described at 42 CFR 164.514(b)(2)(i) has been deleted, except that the geographic information described in 42 CFR 164.514(b)(2)(i)(B) need

only be aggregated to the level of a five-digit ZIP code.

Article 4. Permitted and Required Uses and Disclosure of PHI for Plan Administration Purposes:

Unless otherwise permitted by law, and subject to the conditions of disclosure described in Article 5 and obtaining written certification pursuant to Article 7, the Plan or any insurance carrier under the Plan may disclose PHI to the Plan Sponsor, provided that the Plan Sponsor uses or discloses such PHI only for Plan administration purposes. "Plan administration purposes" means administration functions performed by the Plan Sponsor on behalf of the Plan, such as quality assurance, claims processing, adjudication, appeal, payment, auditing, and monitoring. Plan administration functions do not include functions performed by the Plan Sponsor in connection with any other benefit or benefit plan of the Plan Sponsor, nor to any employment-related functions.

Notwithstanding the provisions of this Plan to the contrary, in no event shall the Plan Sponsor be permitted to use or disclose PHI in a manner that is inconsistent with 45 CFR 164.504(f).

Article 5. Conditions of Disclosure for Plan Administration Purposes

Plan Sponsor agrees that with respect to any PHI, other than enrollment information and Summary Health Information which are not subject to these restrictions, disclosed to it by the Plan or health insurance carrier under the Plan, Plan Sponsor shall:

- a. Not use or further disclose the PHI other than as permitted or required by the Plan or as required by law;
- b. Ensure that any agent, including a subcontractor, to whom it provides PHI received from the Plan agrees to the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;
- c. Not use or disclose the PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor;
- d. Report to the Plan any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- e. Make available PHI to comply with HIPAA's right to access in accordance with 45 CFR 164.524;
- f. Make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR 164.526;
- g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR 164.528;
- h. Make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services for purposes of determining compliance by the Plan with HIPAA's privacy requirements;
- i. If feasible, return or destroy all PHI received from the Plan that the Plan Sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and
- j. Ensure that the adequate separation between Plan and Plan Sponsor required in 45 CFR

504(f)(2)(iii), is satisfied.

Article 6. Adequate Separation Between Plan and Plan Sponsor

The Plan Sponsor shall allow PARTICIPANT & THOSE AUTHORIZED BY PARTICIPANT access to the PHI. No other persons shall have access to PHI. The specified employees, or classes of employees, shall only have access to and use PHI to the extent necessary to perform the plan administration functions that the Plan Sponsor performs for the Plan. In the event the above named individuals or groups are unavailable to carry out their duties with respect to the Plan, the Plan Sponsor may appoint other persons as necessary to carry out plan administration functions. The Plan Sponsor shall promptly notify the Privacy Officer of such occurrence.

In the event that any named individual does not comply with the provisions of this article, that employee shall be subject to disciplinary action by the Plan Sponsor pursuant to the Plan Sponsor's employee disciplinary and termination procedures.

Article 7. Plan Sponsor Certification

The Plan shall disclose PHI to the Plan Sponsor only upon the receipt of a certification by the Plan Sponsor that the Plan has been amended to incorporate the provisions of 45 CFR 164.504(f)(2)(ii), and that the Plan Sponsor agrees to the conditions of disclosure set forth in Article 5 of this amendment.

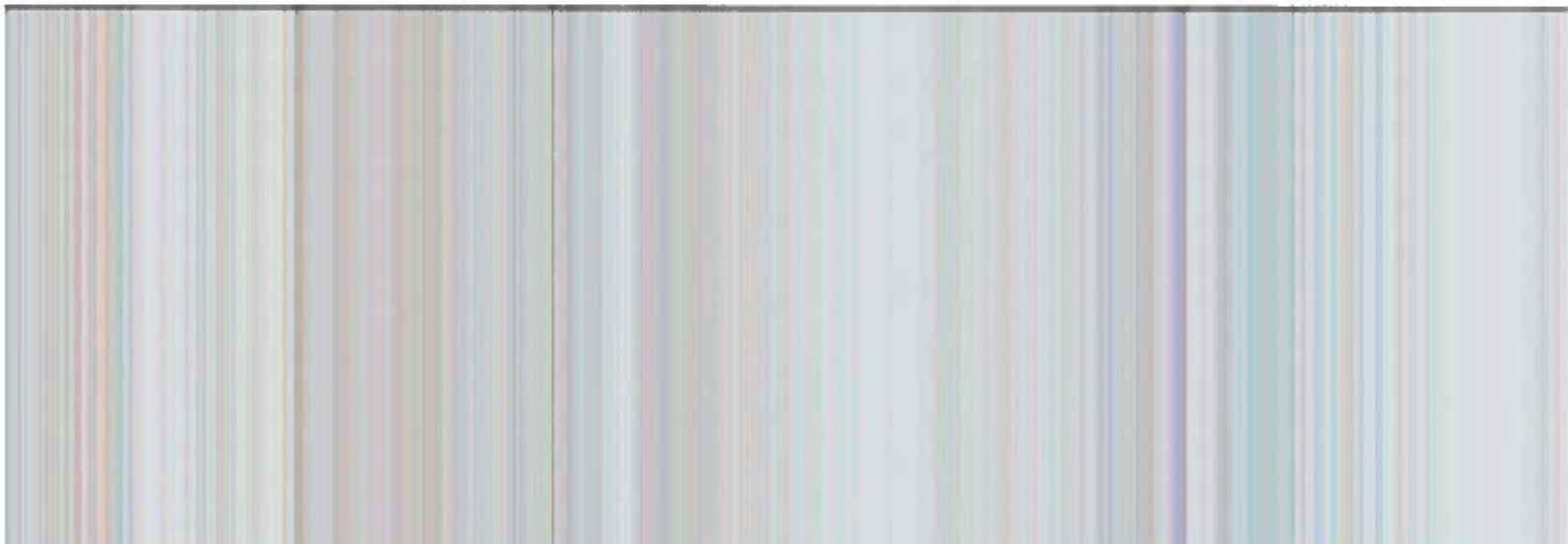
This Plan Amendment is effective the 1st day of January, 2009, and has been adopted by:

Plan Sponsor Representative Signature

Plan Sponsor Representative Name

Plan Sponsor Representative Title

Date



NEW MEXICO JUNIOR COLLEGE
Changes to the 2008-2009 Handbook for the 2009-2010 Handbook

Title Page:

1. Changed date to: June 18, 2009

Table of Contents:

2. Add: Appendix D, Domestic Violence and Workplace Policy

Organizational Chart: 6/2009 update

Section II:

3. Policy 211, add to first sentence: The full-time employee, change: § to §;
Add paragraphs:

The part-time employee and student worker salary checks are disbursed by the Business Office after 8:00 a.m. on the 10th and the 25th day of the month. When the 10th and/or 25th working day falls on Saturday or Sunday or Bank Holiday, salary checks shall be disbursed by the Business Office on the prior Friday for that particular pay period.

Your pay information is on Self-Service Banner: Complete the following steps: NMJC website; faculty and staff; log in/self-service banner; user ID; password; employee; pay information; pay stub. Please make sure you log out correctly.

4. Policy 212, add to first sentence: Full-time; add in third sentence: or mailed to the home address.

Add new paragraph:

Part-time and student employees direct deposit vouchers will be mailed to the current home address on the 10th or 25th day of the month. When the 10th and/or 25th working day falls on Saturday or Sunday or Bank Holiday, direct deposit vouchers shall be mailed on the prior Friday for that particular pay period.

In second paragraph delete: only, add: part-time and student, delete: unless approved by the Vice President for Finance, add: third sentence, Please see payroll to complete the necessary paperwork.

Add third paragraph: Your pay information is on Self-Service Banner: Complete the following steps: NMJC website; faculty and staff; log in/self-service banner; user ID; password; employee; pay information; pay stub. Please make sure you log out correctly.

5. Policy 213, add in second paragraph: and/or President
6. Policy 240, change: Third paragraph, third sentence, Coordinator of Payroll to Human Resources & Payroll Specialist
7. Policy 305, Second paragraph, second sentence, Add: or, Delete: to

Section III:

8. Policy 313, II. B., fourth sentence, Add: only if employee is not eligible for FMLA leave. Seventh sentence, Delete: furnish one hundred and two (102) percent of the insurance premium as due, add: apply for COBRA

9. Policy 315, add in first sentence: dental and/or vision; Change: plan to plans
Delete the sentence: The employee shall be responsible for one hundred and two (102) percent of the cost of health insurance.
Add: ERISA, NMJC's third party administrator, will notify you of your eligibility and options to continue the medical, dental and/or vision plans and your premium costs. Your eligibility and premium costs will depend upon your reason for termination, voluntary term, involuntary term, resignation, retirement, termination for cause or gross misconduct.

Add new paragraph: NMJC Human Resources office will communicate with the terminated employee and in writing to ERISA the exact reason for termination.

10. Policy 319, Delete in second paragraph, second sentence: and is irrevocable
Add: third paragraph: Starting July 1, 2009, ARP employees, if they have made contributions to the alternative plan for seven years or more, have a one-time chance, for 120 days, to become members of the regular retirement plan.
Delete: or
Add: and may participate in ARP; employed in an; eligible position.

Appendix A:

11. Affirmative Action Policy Statement – Change: date

Appendix D:

12. Add: New Mexico Junior College and the State of New Mexico Domestic Violence and Workplace Policy

NEW MEXICO JUNIOR COLLEGE

Personnel Recommendation for Board Consideration

The following candidate is being recommended for employment as follows: Date June 1, 2009

Candidate's name Kelli E. McCall

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 Karen S. Cummings

Effective date of employment August 10, 2009 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 \$43,369 - \$54,211 Recommended annual salary \$46,578 Prorated salary yes no

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

Recommended and approved by:

Supervisor _____

Vice President John Gratton

Dean/Director Delores Thompson

President Stan McCarty

Selection Committee Members: Dr. John Gratton – Vice President for Instruction

Delores Thompson – Director of Allied Health Fields

Marlena Bushway – Professor of Nursing

Donnie Hayes – Professor of Nursing

Candida Smedley – Professor of Nursing

Comments: Ms. McCall with a B.S.N. and fifteen years of experience meets and/or exceeds the minimum requirements for this position.

ABBREVIATED RESUME

Position

Professor of Nursing

Personal Data

Name: Kelli E. McCall

Education

M.S.N., University of Phoenix, Phoenix, AZ, (Pending 12/2009)
Major: Master in Science in Nursing On-Line

B.S.N., Eastern New Mexico University, Portales, NM, 2006
Major: Nursing

A.A.S, Eastern New Mexico University, Roswell, NM, 1994
Major: Nursing

Professional Experience

Lea Regional Medical Center, Hobbs, NM 2001 to Present
Nurse Educator, Cardiac Catheterization Lab Coordinator

New Mexico Junior College, Hobbs, NM 2005 to 2006
Part-time Nursing Instructor

Hobbs Health Care, Hobbs, NM 2000 to 2001
Assistant MDS Coordinator

Methodist Hospital, Lubbock, TX 1994 to 2000
CICU Nurse, Relief Charge Nurse

Licenses/Certifications:

New Mexico License No: R44323, Issue Date: 06-30-99, Expiration Date: 06-30-09,
Type: Multi-State Compact
CPR and ACLS – Advanced Cardiac Life Support Instructor/Holder
TNCC – Trauma Nursing Core Course
Balloon Pump
Legal Nurse Consultant



New Mexico Junior College

Career Opportunities

Position Announcement • April 2009

Position Title: Professor of Nursing (2 Positions)

Position Description: This position reports to the Director of Allied Health Fields. Duties and responsibilities include, but are not limited to, the following: 1) classroom instruction, clinical and laboratory supervision of students; 2) evaluation of students enrolled in the Pre-Nursing, Practical Nursing and/or Associate Degree Nursing programs; 3) student advisement and counseling; 4) curriculum update and revision; 5) develop course syllabus each semester; 6) serve on college committees as requested by the administrative team 7) participate annually in an academic or professional process of continued personal and professional development; 8) actively participate in the institutional goals and objectives designed to support the mission of the college; 9) serve on college committees as assigned; and, 10) 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: Master's Degree in nursing (MSN) preferred, a Bachelor's degree in nursing (BSN) and/or an Associate Degree in Nursing (RN) enrolled in a BSN program will be considered. Must pursue and complete a BSN within (3) years and a MSN within five (5) years of employment. All degrees must be from a regionally accredited institution. Candidates must have a minimum of two years clinical experience and obtain or have a current New Mexico or multi-state nursing license in good standing. Prior successful teaching experience preferred and/or a background in nurse aide training, medical-surgical nursing, and/or psychiatric/mental health nursing. Candidates should be able to work within a team teaching concept at any level of the pre-nursing or nursing program as assigned. Computer proficiency required with skills in Microsoft Word, Power Point, and Web CT proficiency 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 funded. Standard NMJC benefits apply.

Application Deadline: Open until filled. To ensure consideration, all application materials must be received as soon as possible.

To Apply: Submit NMJC application form, letter of application, resume, unofficial transcripts (official transcripts required prior to employment), and eight references with current addresses and telephone numbers to:

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New Mexico Junior College
1 Thunderbird Circle
Hobbs, NM 88240**

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Qualified applicants are encouraged to apply.

"Equal Opportunity Education and Employment"

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APPLICANT LIST

Position: Professor of Nursing

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remarks</u>
Morrow, Julie L.	No	No	Incomplete application materials
Lang, Cheryl L.	Yes	Yes	Start date: Pending Board approval.
McCall, Kelli E.	Yes	Yes	Start date: Pending Board approval.

NEW MEXICO JUNIOR COLLEGE
Personnel Recommendation for Board Consideration

The following candidate is being recommended for employment as follows: Date June 6, 2009

Candidate's name Cheryl L. Lang

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 *August 10, 2009 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 \$46,703 to 58,379 Recommended annual salary \$53,087 Prorated salary yes no

Account number(s) with respective % allocation(s) 11000 2544 61101 102

Recommended and approved by:

Delores Thompson
Supervisor

Dean/Director

J.B. Gratto
Vice President

Steve McQuay
President

Selection Committee Members: Dr. John Gratton – Vice President for Instruction

Delores Thompson – Director of Allied Health Fields

Marlena Bushway – Professor of Nursing

Donnie Hayes – Professor of Nursing

Candida Smedley – Professor of Nursing

Comments: Ms. Lang with a M.S.N. and twenty-seven 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: Cheryl L. Lang

Education

M.S.N., University of Northern Colorado, Greeley, CO, 2007
Major: Nursing

B.S.N., West Chester State College, West Chester, PA, 1978
Major: Nursing

Professional Experience

Front Range Community College, Larimer Campus, Fort Collins, CO Nursing Professor	1/2003 to Present
Private Practice, Fort Collins, CO Self-Employed Outpatient Certified Hypnotherapist Registered Nurse	1/2000 to 1/2006
Poudre Valley Health System, Fort Collins, CO Utilization Reviewer/Relief Discharge Planner	1/1999 to 1/2004
Mountain Crest Behavior Health Hospital, Fort Collins, CO Director of Case Management	8/1998 to 1/1999
Poudre Valley Hospital, Fort Collins, CO Evergreen Treatment Center Psychiatric/Substance Abuse Service Line Nursing Dir.	4/1997 to 8/1998
Evergreen Behavior Health Services Clinical Coordinator Adolescent Unit	4/1995 to 8/1997
Evergreen Treatment Center Psychiatric Utilization Reviewer, Case Manager	2/1993 to 4/1995
Mountain Crest Hospital, Fort Collins, CO Adult Unit Inpatient Staff Nurse	12/1991 to 2/1993
Adolescent Inpatient Staff Nurse/Unit Head Nurse	7/1990 to 12/1991

Licenses/Certifications:

Colorado License No: 69216, Issue Date: 10/01/2007, Expiration Date: 09/30/2009, Type: Active RN
Certificate in Hypnotherapy
Certificate in Transcultural Nursing
On-Line Instructor Certification



New Mexico Junior College

Career Opportunities

Position Announcement • April 2009

Position Title: Professor of Nursing (2 Positions)

Position Description: This position reports to the Director of Allied Health Fields. Duties and responsibilities include, but are not limited to, the following: 1) classroom instruction, clinical and laboratory supervision of students; 2) evaluation of students enrolled in the Pre-Nursing, Practical Nursing and/or Associate Degree Nursing programs; 3) student advisement and counseling; 4) curriculum update and revision; 5) develop course syllabus each semester; 6) serve on college committees as requested by the administrative team 7) participate annually in an academic or professional process of continued personal and professional development; 8) actively participate in the institutional goals and objectives designed to support the mission of the college; 9) serve on college committees as assigned; and, 10) 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: Master's Degree in nursing (MSN) preferred, a Bachelor's degree in nursing (BSN) and/or an Associate Degree in Nursing (RN) enrolled in a BSN program will be considered. Must pursue and complete a BSN within (3) years and a MSN within five (5) years of employment. All degrees must be from a regionally accredited institution. Candidates must have a minimum of two years clinical experience and obtain or have a current New Mexico or multi-state nursing license in good standing. Prior successful teaching experience preferred and/or a background in nurse aide training, medical-surgical nursing, and/or psychiatric/mental health nursing. Candidates should be able to work within a team teaching concept at any level of the pre-nursing or nursing program as assigned. Computer proficiency required with skills in Microsoft Word, Power Point, and Web CT proficiency 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 funded. Standard NMJC benefits apply.

Application Deadline: Open until filled. To ensure consideration, all application materials must be received as soon as possible.

To Apply: Submit NMJC application form, letter of application, resume, unofficial transcripts (official transcripts required prior to employment), and eight references with current addresses and telephone numbers to:

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APPLICANT LIST

Position: Professor of Nursing

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remarks</u>
Morrow, Julie L.	No	No	Incomplete application materials
Lang, Cheryl L.	Yes	Yes	Start date: Pending Board approval.
McCall, Kelli E.	Yes	Yes	Start date: Pending Board approval.

NEW MEXICO JUNIOR COLLEGE
Personnel Recommendation for Board Consideration

The following candidate is being recommended for employment as follows: Date 6/10/2009

Candidate's name Ryan M. Hellenthal

Position title Professor of Physical Education/Assistant Men's Basketball Coach

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 *8/10/2009 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 \$35,595 to \$44,493 Recommended annual salary \$40,299 Prorated salary yes no

Account number(s) with respective % allocation(s) 11000 2821 61101 101 100%

Recommended and approved by:

Supervisor _____
Regina Oegan
Vice President

Dean/Director _____
Steve McCleary
President

- Selection Committee Members:**
- Donald Worth – Director of Athletics - Chairperson
 - Kelly Holladay – Dean of Math and Sciences
 - John Baldwin – Professor of Physical Education/Department Chair
 - Chris Tiff – Professor of Physical Education/Head Men's Basketball Coach

Comments: Mr. Hellenthal, with a Bachelor's degree in Physical Education/Community Physical Education and eight years of applicable experience, meets and/or exceeds the minimum requirements for this position.

*Pending background check

ABBREVIATED RESUME

Position

Professor of Physical Education/Assistant Men's Basketball Coach

Personal Data

Name: Ryan M. Hellenthal

Education

B.S., University of Illinois, Chicago, IL, 2001

Major: Physical Education/Community Physical Education

Professional Experience

Boise State University, Boise, ID Director of Basketball Operations	10/2008 to Present
Coffeyville Community College, Coffeyville, KS Assistant Men's Basketball Coach	6/2005 to 9/2008
Garden City Community College, Garden City, KS Assistant Men's Basketball Coach	8/2002 to 6/2005
University of Illinois at Chicago, Chicago, IL Student Assistant Basketball Coach	1998 to 2002

Awards/Honors:

College Basketball Invitational (CBI 2009)
2007 National NJCAA Tournament 3rd Place
2006 National NJCAA Tournament 7th Place
2006 & 2007 NJCAA Region VI Champions
Jayhawk East Conference Champions 2006 & 2007
Jayhawk West Conference Champions 2005

Organizations:

National Association of Basketball Coaches



New Mexico Junior College

Career Opportunities

Position Announcement • May 2009

Position Title: Professor of Physical Education/Assistant Men's Basketball Coach

Position Description: The position is responsible to the Vice President for Instruction, Vice President for Student Services, Dean of Math & Sciences, Director of Athletics and the Head Men's Basketball Coach. Duties and responsibilities include, but are not limited to, the following: (1) teach classes (day and/or evening) in Physical Education; (2) serve on college committees as assigned; (3) serve as a sponsor for student groups as assigned; (4) post and maintain supervisor approved office hours per week; (5) assume other professional responsibilities associated with the position of Professor of Physical Education/Assistant Men's Basketball Coach; (6) participate in a process of continual personal and professional improvement; (7) actively participate in the institutional goals and objectives designed to support the mission of the college; 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 Physical Education or related field required, master's degree, also in Physical Education or related field, preferred. All degrees must be from a regionally accredited institution. Successful community college teaching experience preferred. Must be committed to excellence in instruction and willing to work with other full-time instructors in coordinating the offerings and providing substitute instruction when needed. NOTE: **Computer proficiency is required.**

Salary/Benefits: Salary is based on the NMJC faculty salary schedule and is commensurate with education and experience for a nine month position. The successful candidate may have the option of teaching during the Summer I and II terms. Standard employee benefits apply.

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

To Apply: Submit NMJC application form, letter of application (cover letter), resume, unofficial transcripts (official transcripts required prior to employment), and eight references with current addresses and phone numbers:

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APPLICANT LIST

Position: Professor of Physical Education/Assistant Men's Basketball Coach

<u>Applicant</u>	<u>Interview</u>	<u>Offer</u>	<u>Remarks</u>
McCowan, Dwight.	No	No	Incomplete application materials
Jean-Pierre, Constantine	No	No	Incomplete application materials
Rahauser, Eric D.	No	No	Incomplete application materials
Hellenthal, Ryan M.	Yes	Yes	Start date: Pending Board approval.
Aponte, Juan Carlos	No	No	
Montialli, Danilo	No	No	Incomplete application materials
Hausladen, Alexander D.	No	No	
Denny, Robert	No	No	
Leeworthy, Daniel C.	No	No	Incomplete application materials
Ceballo, Richard	No	No	