

NORTHERN NEW MEXICO COLLEGE



**NORTHERN NEW MEXICO COLLEGE
BOARD OF REGENTS
MEETING**

DECEMBER 15, 2023

NORTHERN New Mexico College



NOTICE

The Board of Regents of Northern New Mexico College will hold a regular meeting on **Friday, December 15, 2023 at 9:00AM**, Via Zoom and in person at Northern New Mexico College, Board Room, Española Campus, Española, New Mexico.

TENTATIVE AGENDA

- I. CALL TO ORDER**
- II. APPROVAL OF AGENDA**
- III. PUBLIC INPUT**
- IV. COMMENTS FROM THE BOARD**
 - A. Board of Regents Subcommittee Reports
 - 1. Housing Committee – Informational
 - 2. Audit, Finance, Facilities Committee – Informational
 - 3. Academic and Student Affairs Committee – Informational
 - 4. Board Assessment Committee – Informational
 - 5. Recognition of Dr. Ivan Lopez Hurtado, PhD - Informational
- V. APPROVAL OF MINUTES**
- VI. PRESIDENT’S REPORT AND ANNOUNCEMENTS**
 - A. Celebrate Northern – Informational
 - B. CUP/NMICC Report – Informational
 - C. NPMC Foundation – Informational
 - D. Introduction of Staff and Faculty – Informational
 - E. College Updates – Informational
- VII. FACULTY SENATE PRESIDENT REPORT**
- VIII. STUDENT SENATE PRESIDENT REPORT**
- IX. STAFF REPORTS**
 - A. Provost & Vice President
 - 1. Approval of the Academic Calendar - Action Required
 - 2. Suspension of the Associate of Arts in Substance Abuse – Action Required
 - B. Vice President for Finance & Administration
 - 1. T-Mobile lease agreement – Action Required
- X. EXECUTIVE SESSION**
 - (1) Limited personnel matters related to the hiring, promotion, demotion, dismissal, assignment, resignation, or investigation or consideration of complaints or charges against an employee;
 - a. No items

- (2) Bargaining strategy preliminary to collective bargaining
 - a. No items
 - (3) Threatened or pending litigation subject to the attorney-client privilege in which the College may be a participant; and
 - a. No items
 - (4) Real estate acquisition or disposal.
 - a. No items
- XI. POSSIBLE ACTION ON EXECUTIVE SESSION**
- XII. ADJOURNMENT**

In accordance with the Americans with Disabilities Act (ADA), physically challenged individuals who require special accommodations should contact the President's Office at 505-747-2140 at least one week prior to the meeting or as soon as possible.

NORTHERN New Mexico College



Memorandum

To: Board of Regents, Northern New Mexico College
From: Matt Baca, General Counsel
Date: December 11, 2023
Re: 2023 Board Self-Assessment Survey

As you are aware, the Board conducted a self-assessment using the Association of Governing Board's self-assessment survey tool, the results of which were presented at the October 27, 2023 meeting. Pursuant to the Board's discussion at that meeting, the following are some key takeaways from the survey, with the complete survey result following.

As was discussed, because the sample size is low, in considering the range of outcomes of some the results, it is difficult to draw a meaningful conclusion from the data. However, using the data that has been collected, it can be observed that the following are areas the Board may want to discuss for further development, based on the results either showing some disparity in the responses, or otherwise a lack of consensus:

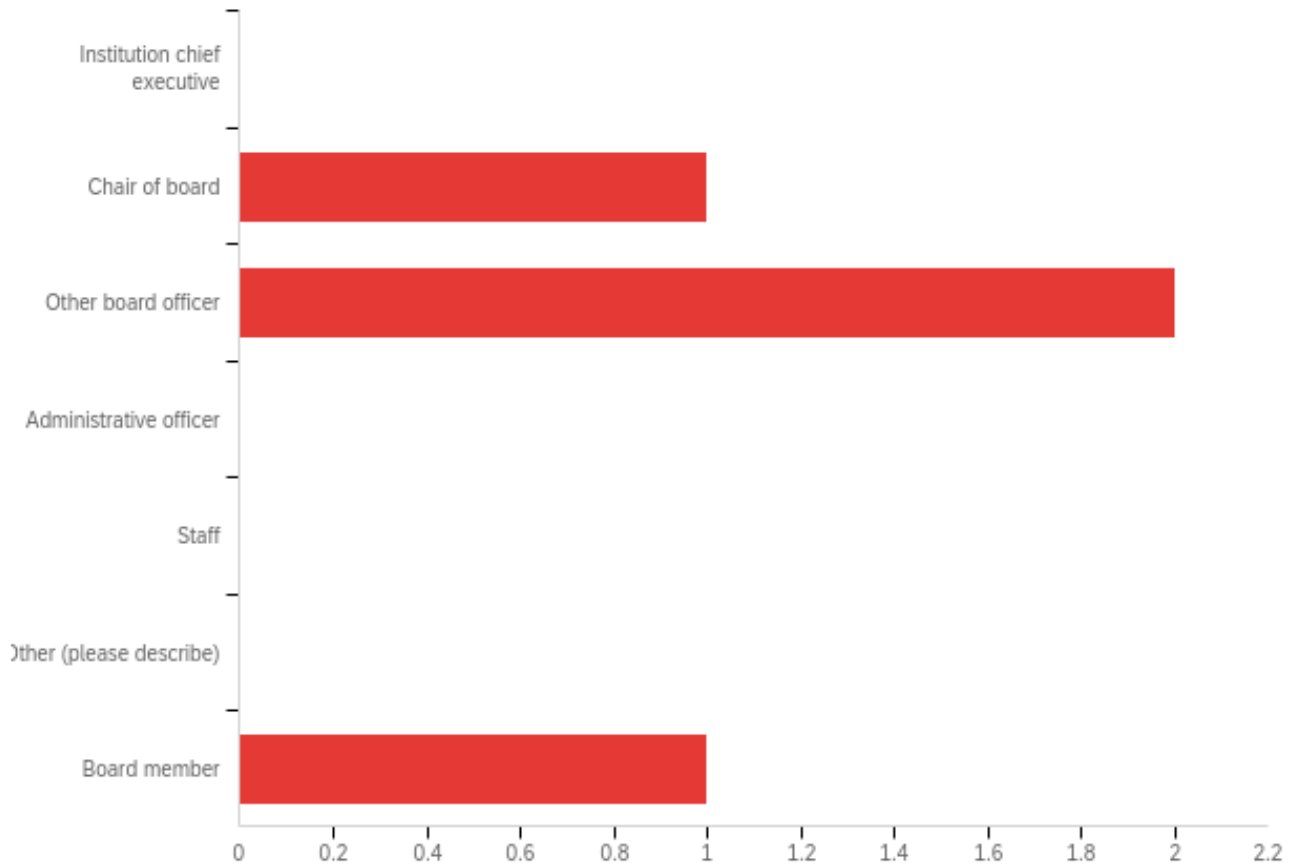
- New member orientation
- Review mission
- Chief executive compensation
- Monitor institutions financial health
- Evaluate sustainability of current financial model
- Review endowment performance
- Review accreditation report
- Board assesses individual and board chair performance

Board Members may also have their own ideas or conclusions from the survey prompts that warrant further consideration or discussion. I will be pleased, either through supporting the self-assessment sub committee or otherwise, to further assist in the exploration or development of action items based on these topics as directed by the Board. As always, please also let me know if there is any further information on the survey itself that I can provide.

Default Report

Northern New Mexico College Board Self-Assessment

Q1 - What is your role on this board? Please check one.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	What is your role on this board? Please check one. - Selected Choice	2.00	7.00	3.75	1.92	3.69	4

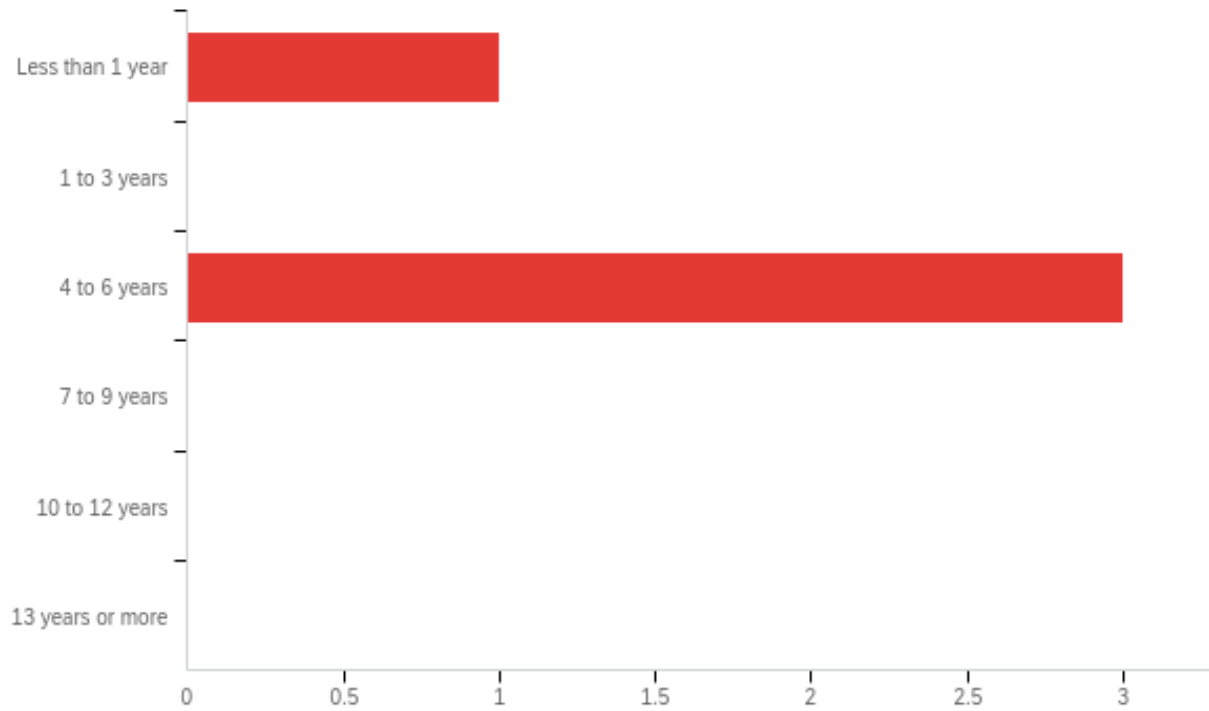
#	Answer	%	Count
1	Institution chief executive	0.00%	0
2	Chair of board	25.00%	1

3	Other board officer	50.00%	2
4	Administrative officer	0.00%	0
5	Staff	0.00%	0
6	Other (please describe)	0.00%	0
7	Board member	25.00%	1
	Total	100%	4

Q1_6_TEXT - Other (please describe)

Other (please describe) - Text

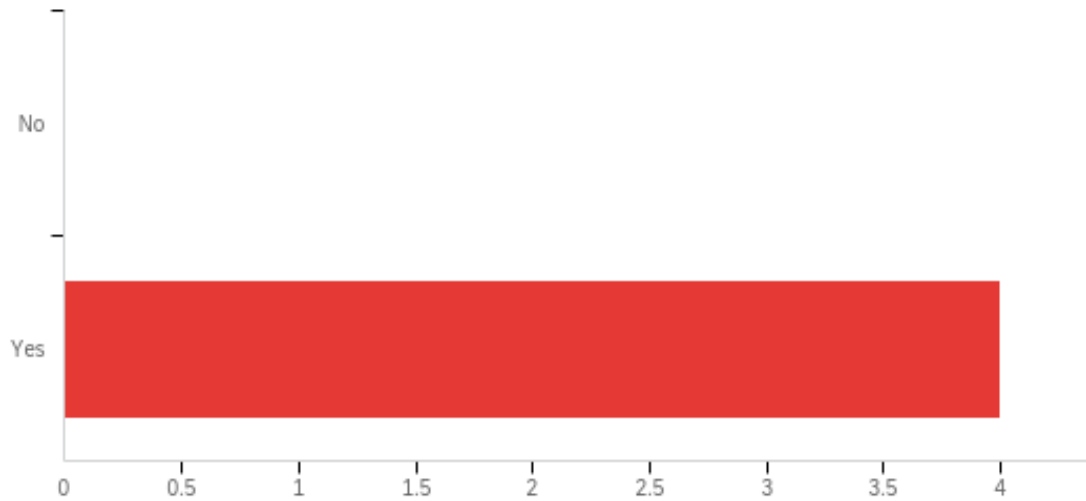
Q2 - How long have you served on this board?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	How long have you served on this board?	1.00	3.00	2.50	0.87	0.75	4

#	Answer	%	Count
1	Less than 1 year	25.00%	1
2	1 to 3 years	0.00%	0
3	4 to 6 years	75.00%	3
4	7 to 9 years	0.00%	0
5	10 to 12 years	0.00%	0
6	13 years or more	0.00%	0
	Total	100%	4

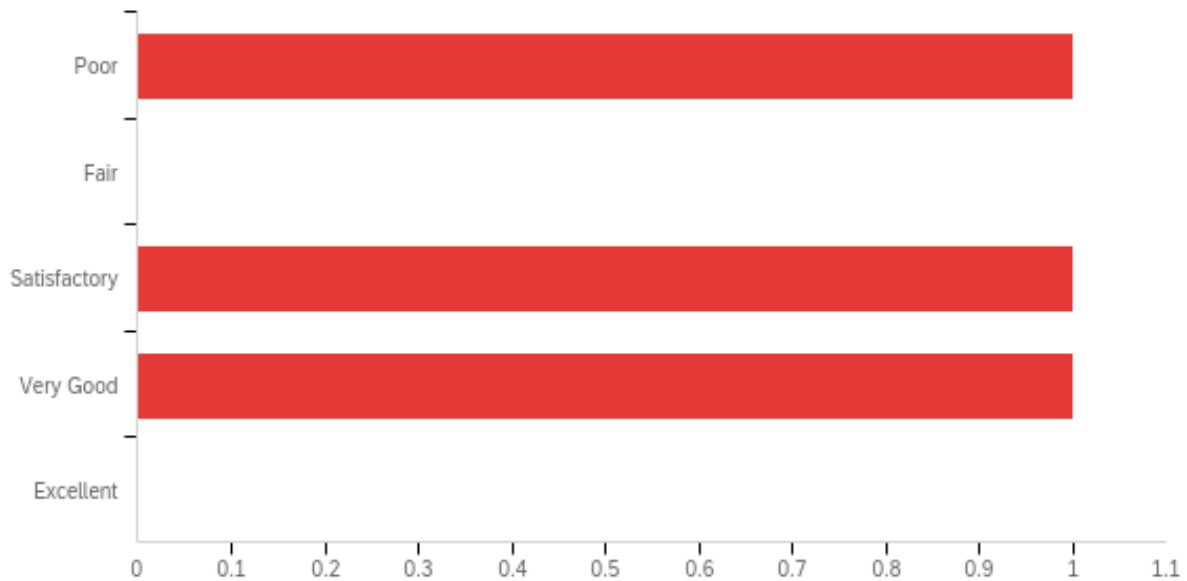
Q3 - Do you have a vote on the board?



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	Do you have a vote on the board?	2.00	2.00	2.00	0.00	0.00	4

#	Answer	%	Count
1	No	0.00%	0
2	Yes	100.00%	4
	Total	100%	4

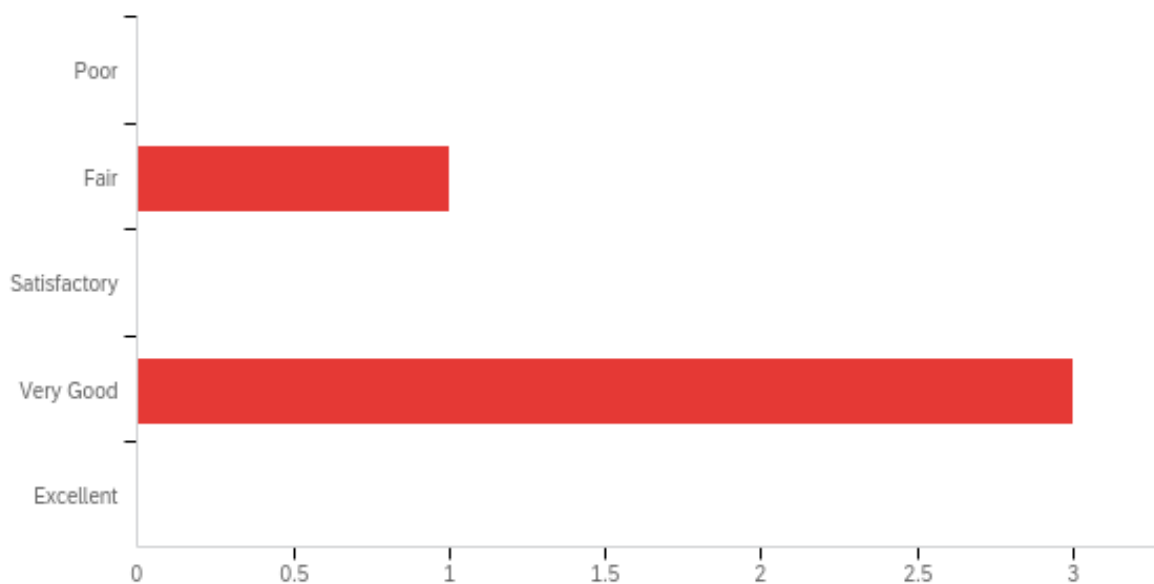
Q1.1 - The board periodically reviews the mission to ensure it fits the current context of higher education and reflects the history of the institution.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board periodically reviews the mission to ensure it fits the current context of higher education and reflects the history of the institution.	1.00	4.00	2.67	1.25	1.56	3

#	Answer	%	Count
1	Poor	33.33%	1
2	Fair	0.00%	0
3	Satisfactory	33.33%	1
4	Very Good	33.33%	1
5	Excellent	0.00%	0
	Total	100%	3

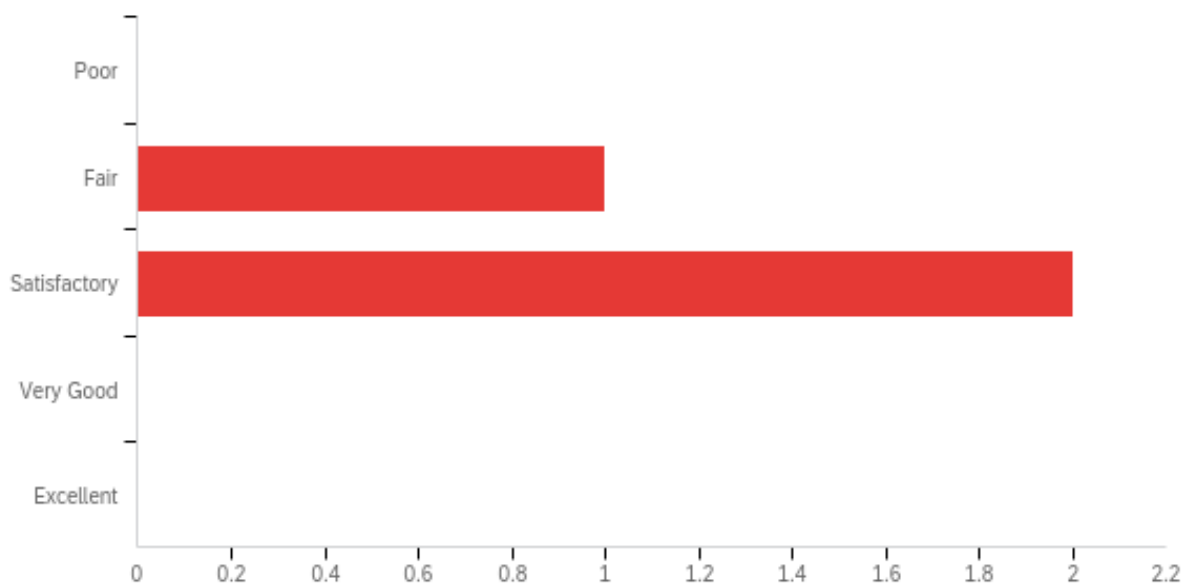
Q1.2 - The board ensures the institution operates under a written strategic plan that defines the institution's strengths, challenges, and priorities.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board ensures the institution operates under a written strategic plan that defines the institution's strengths, challenges, and priorities.	2.00	4.00	3.50	0.87	0.75	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	25.00%	1
3	Satisfactory	0.00%	0
4	Very Good	75.00%	3
5	Excellent	0.00%	0
	Total	100%	4

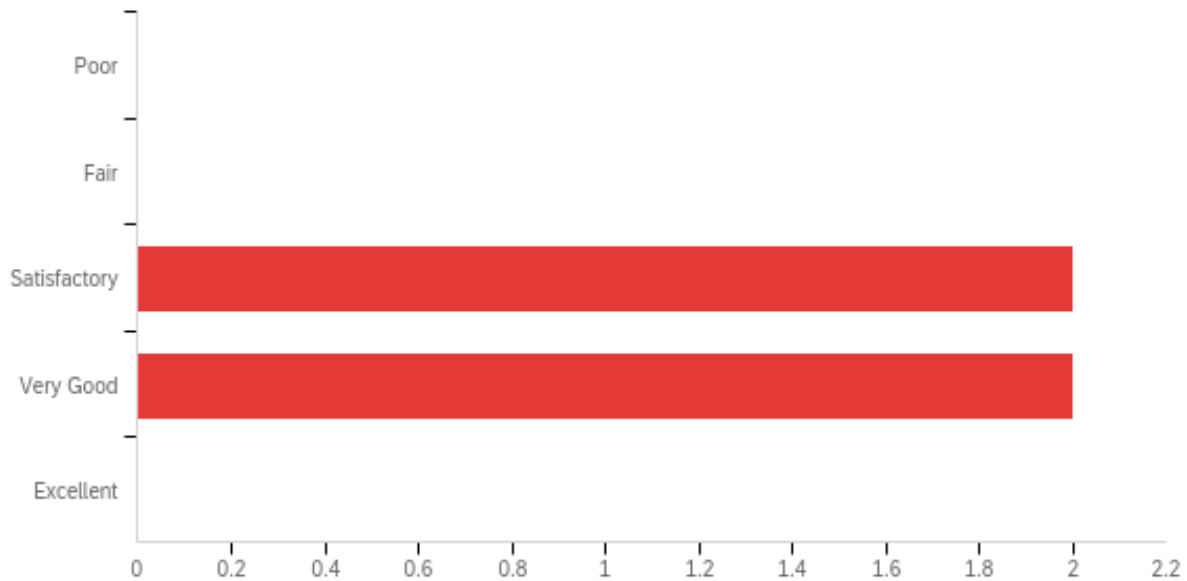
Q1.3 - The board seeks out and considers diverse and competing points of view when discussing critical issues.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board seeks out and considers diverse and competing points of view when discussing critical issues.	2.00	3.00	2.67	0.47	0.22	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	33.33%	1
3	Satisfactory	66.67%	2
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	3

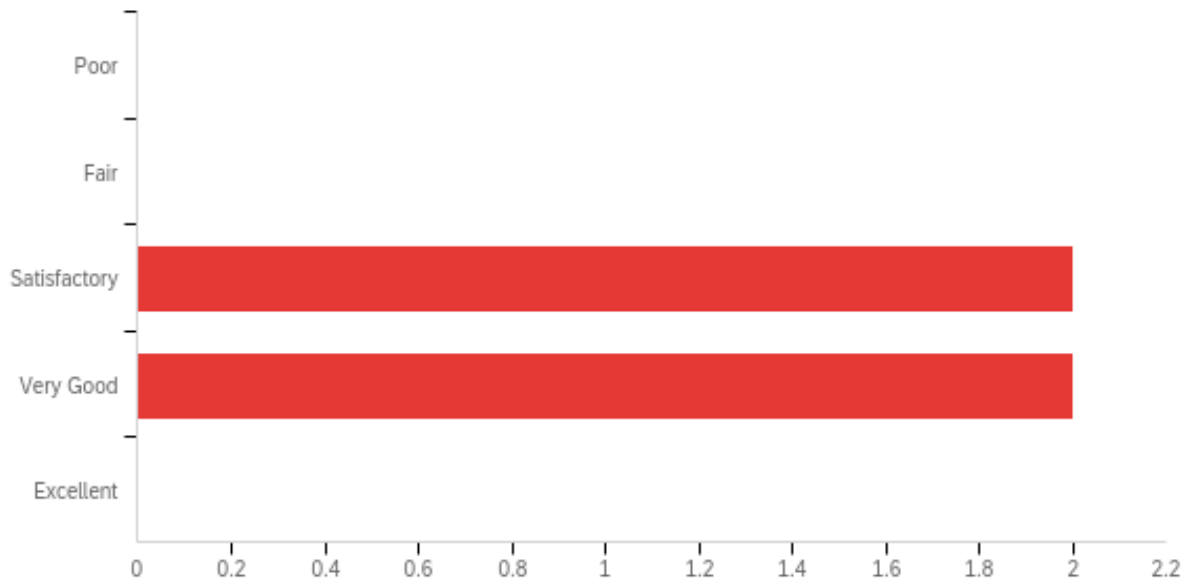
Q2.1 - The board works with the chief executive and appropriate constituent groups to gain support for institutional goals.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board works with the chief executive and appropriate constituent groups to gain support for institutional goals.	3.00	4.00	3.50	0.50	0.25	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	50.00%	2
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

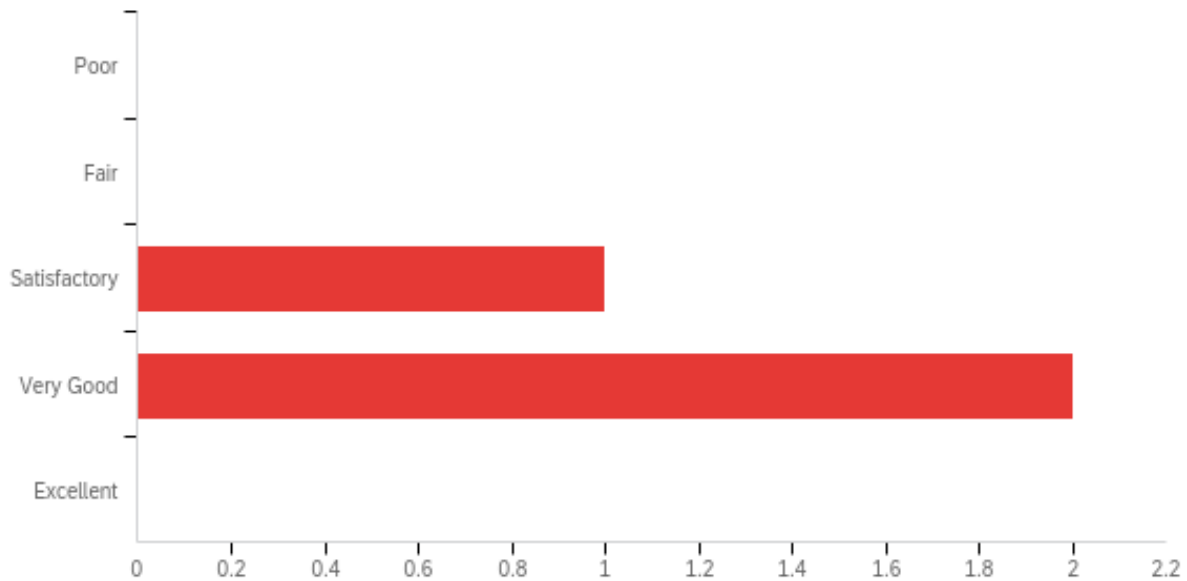
Q2.2 - The board elects a chair who can effectively lead the board and build a partnership with the chief executive.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board elects a chair who can effectively lead the board and build a partnership with the chief executive.	3.00	4.00	3.50	0.50	0.25	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	50.00%	2
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

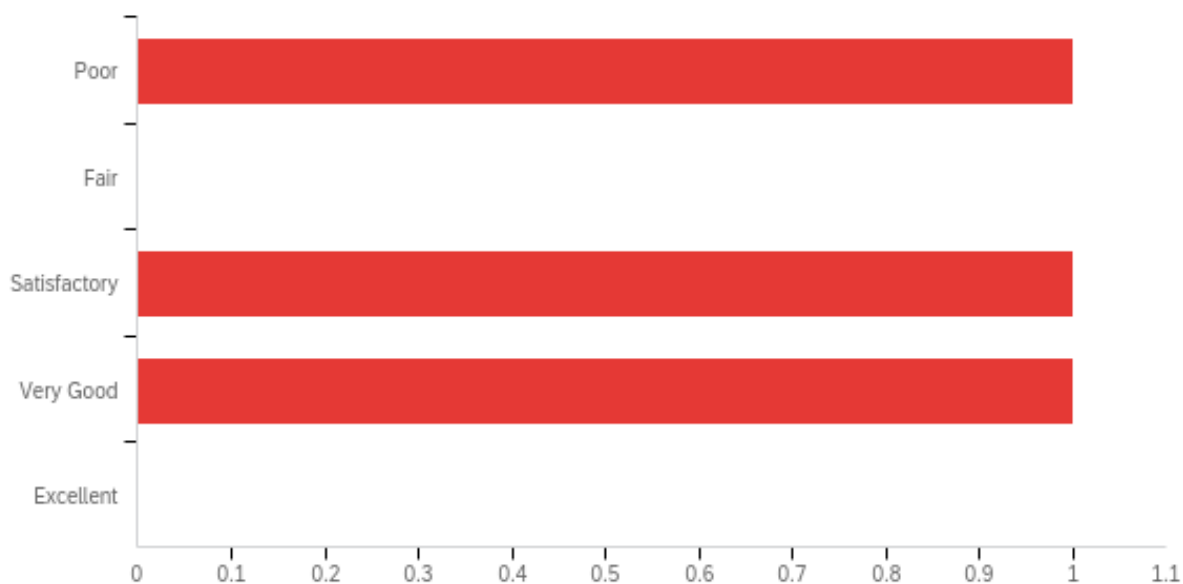
Q2.3 - The board annually reviews the performance of the chief executive and periodically conducts a comprehensive assessment.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board annually reviews the performance of the chief executive and periodically conducts a comprehensive assessment.	3.00	4.00	3.67	0.47	0.22	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	33.33%	1
4	Very Good	66.67%	2
5	Excellent	0.00%	0
	Total	100%	3

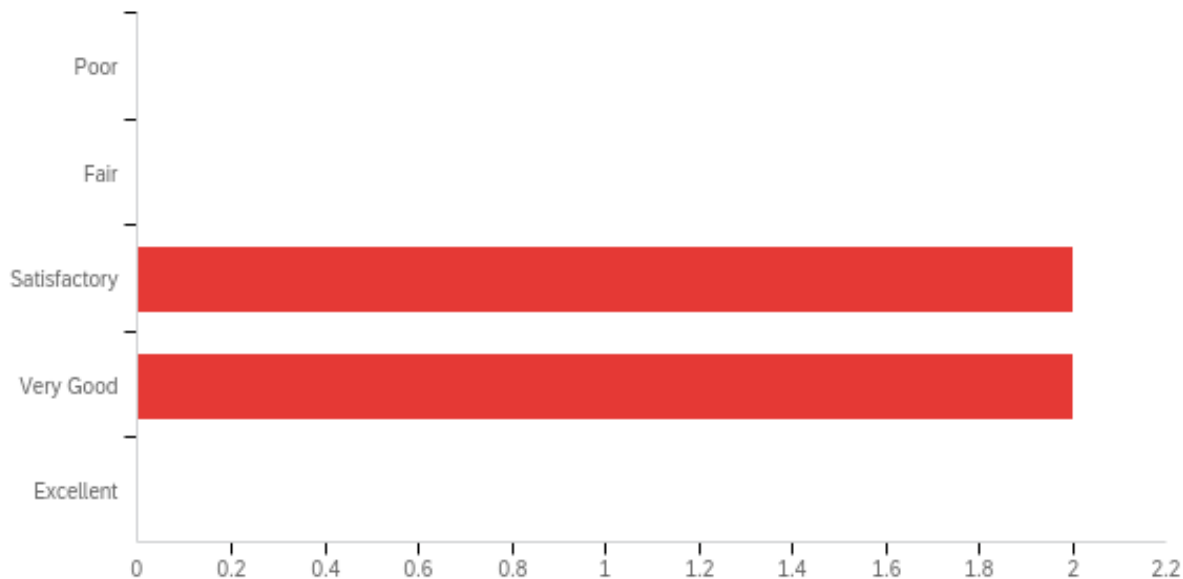
Q2.4 - The board reviews and approves the chief executive's compensation (the full board).



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board reviews and approves the chief executive's compensation (the full board).	1.00	4.00	2.67	1.25	1.56	3

#	Answer	%	Count
1	Poor	33.33%	1
2	Fair	0.00%	0
3	Satisfactory	33.33%	1
4	Very Good	33.33%	1
5	Excellent	0.00%	0
	Total	100%	3

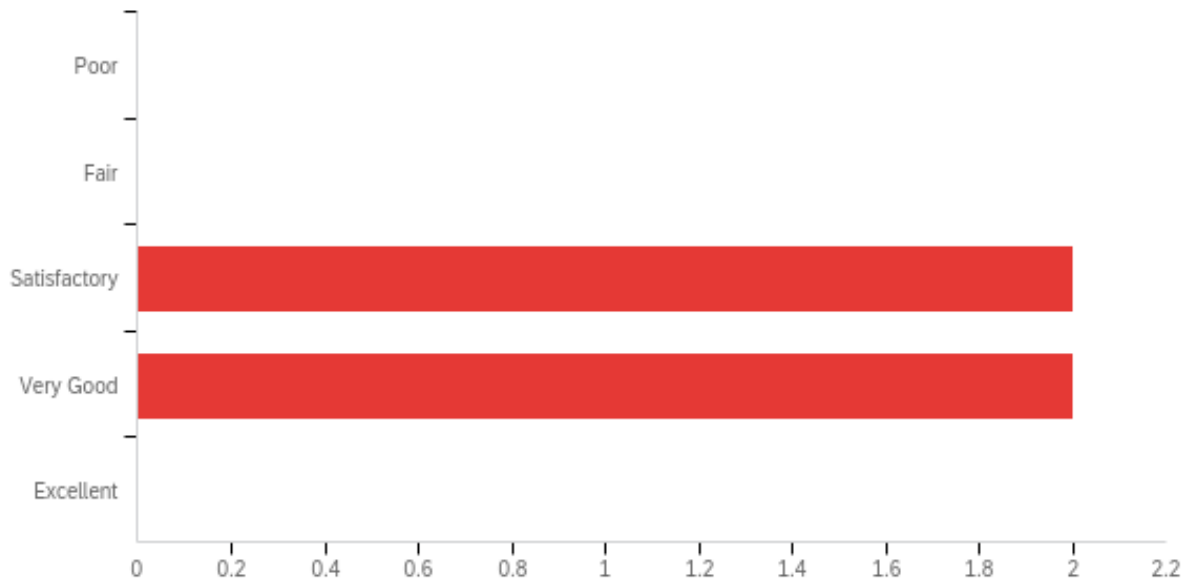
Q3.1 - The board reviews the budget to ensure it reflects the institution's priorities.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board reviews the budget to ensure it reflects the institution's priorities.	3.00	4.00	3.50	0.50	0.25	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	50.00%	2
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

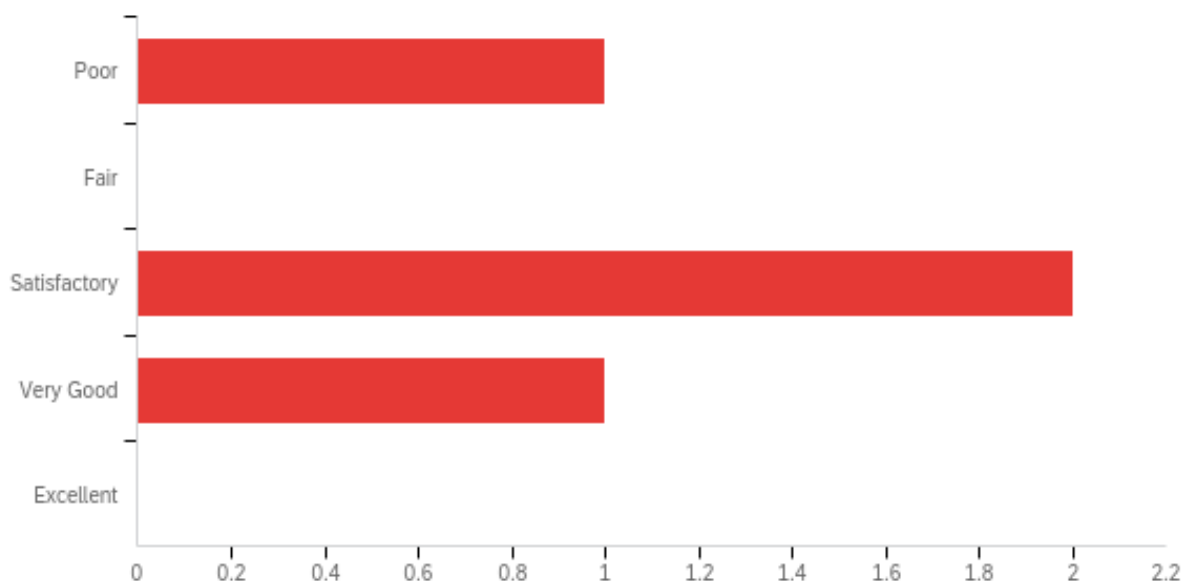
Q3.2 - The board monitors the institution's financial health using trend and comparative data.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board monitors the institution's financial health using trend and comparative data.	3.00	4.00	3.50	0.50	0.25	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	50.00%	2
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

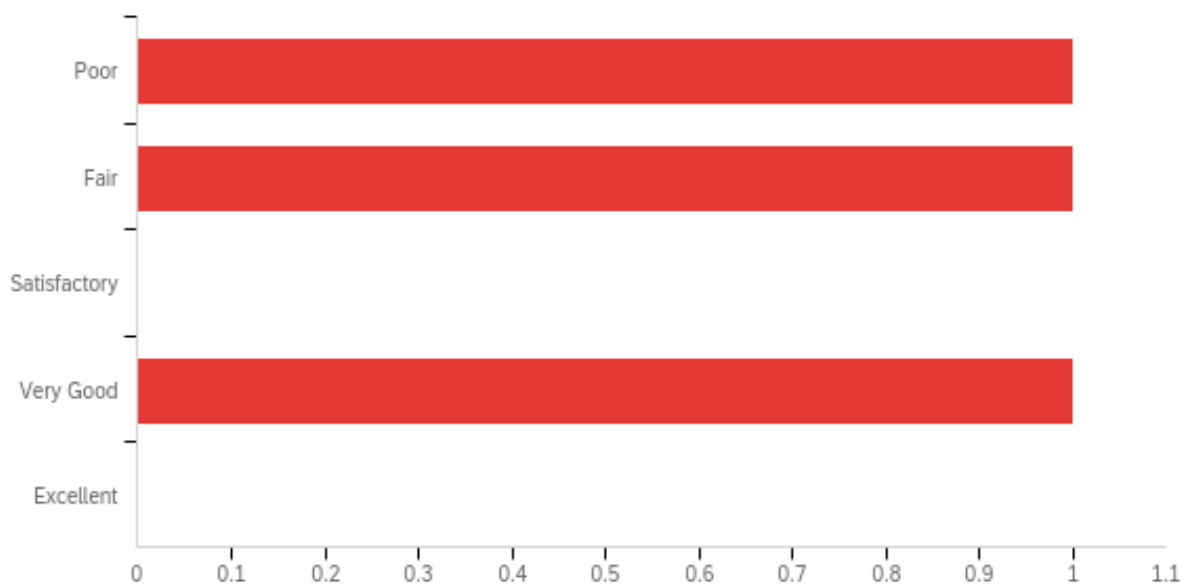
Q3.3 - The board evaluates the sustainability of the institution's current financial model.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board evaluates the sustainability of the institution's current financial model.	1.00	4.00	2.75	1.09	1.19	4

#	Answer	%	Count
1	Poor	25.00%	1
2	Fair	0.00%	0
3	Satisfactory	50.00%	2
4	Very Good	25.00%	1
5	Excellent	0.00%	0
	Total	100%	4

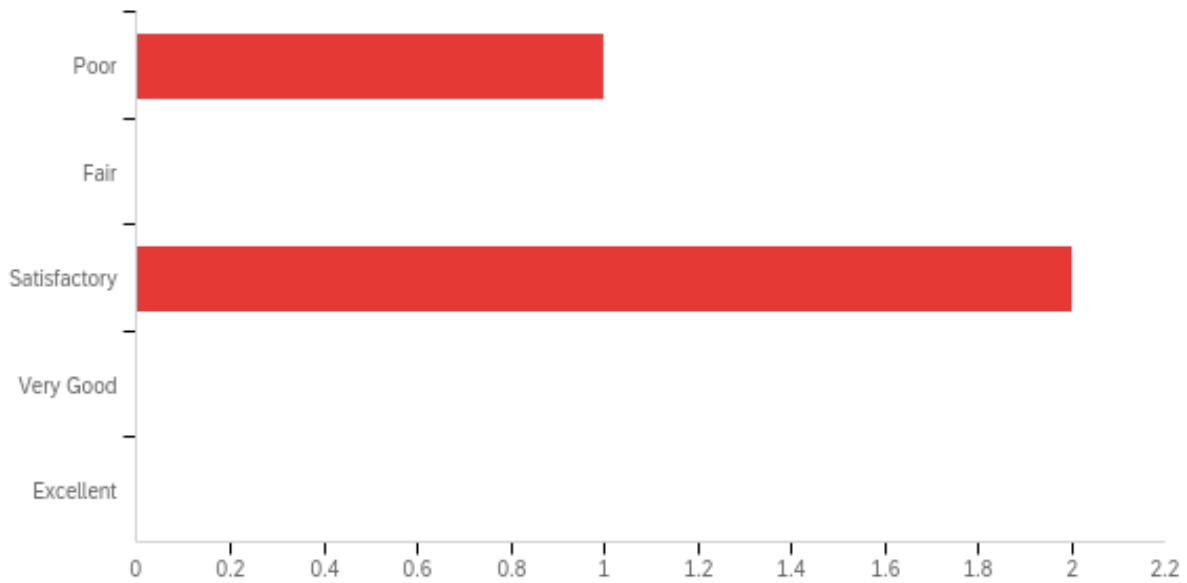
Q3.4 - The board annually reviews the institution's endowment performance and policies (e.g., asset allocation; endowment drawdown).



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board annually reviews the institution's endowment performance and policies (e.g., asset allocation; endowment drawdown).	1.00	4.00	2.33	1.25	1.56	3

#	Answer	%	Count
1	Poor	33.33%	1
2	Fair	33.33%	1
3	Satisfactory	0.00%	0
4	Very Good	33.33%	1
5	Excellent	0.00%	0
	Total	100%	3

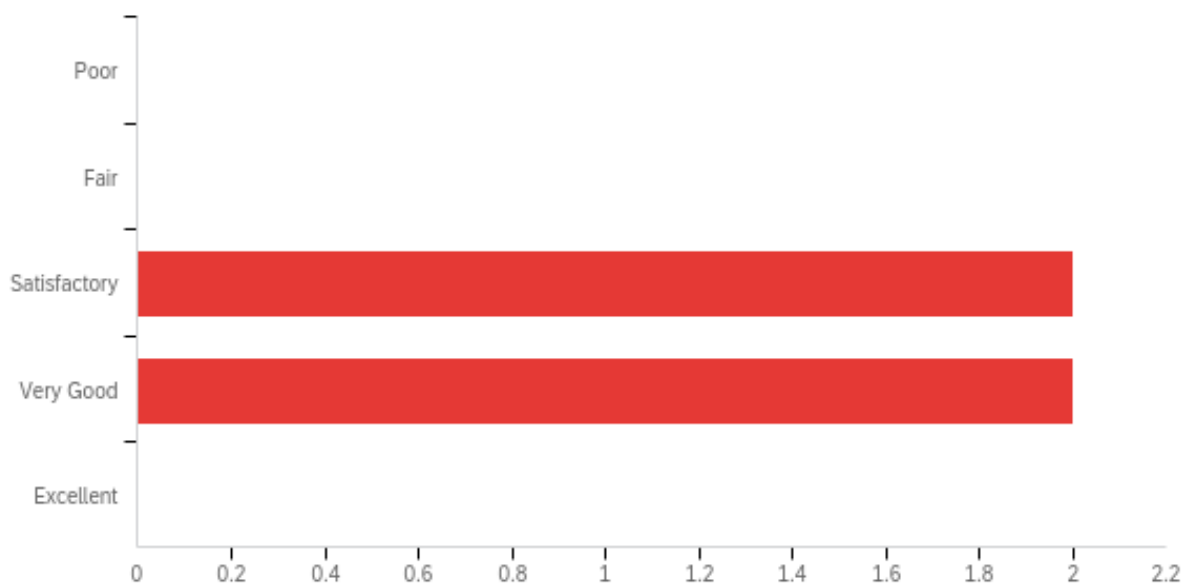
Q3.5 - The board sets policies for the creation and spending of endowment funds where applicable.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board sets policies for the creation and spending of endowment funds where applicable.	1.00	3.00	2.33	0.94	0.89	3

#	Answer	%	Count
1	Poor	33.33%	1
2	Fair	0.00%	0
3	Satisfactory	66.67%	2
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	3

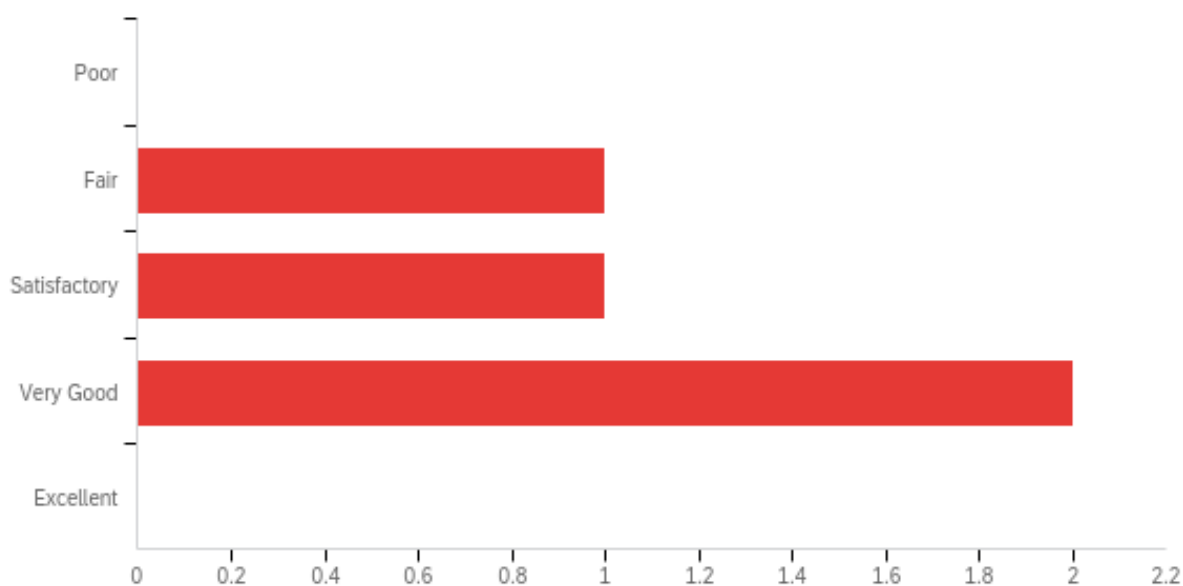
Q3.6 - The board follows industry standards when overseeing the audit process (i.e., auditor independence, audit committee membership).



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board follows industry standards when overseeing the audit process (i.e., auditor independence, audit committee membership).	3.00	4.00	3.50	0.50	0.25	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	50.00%	2
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

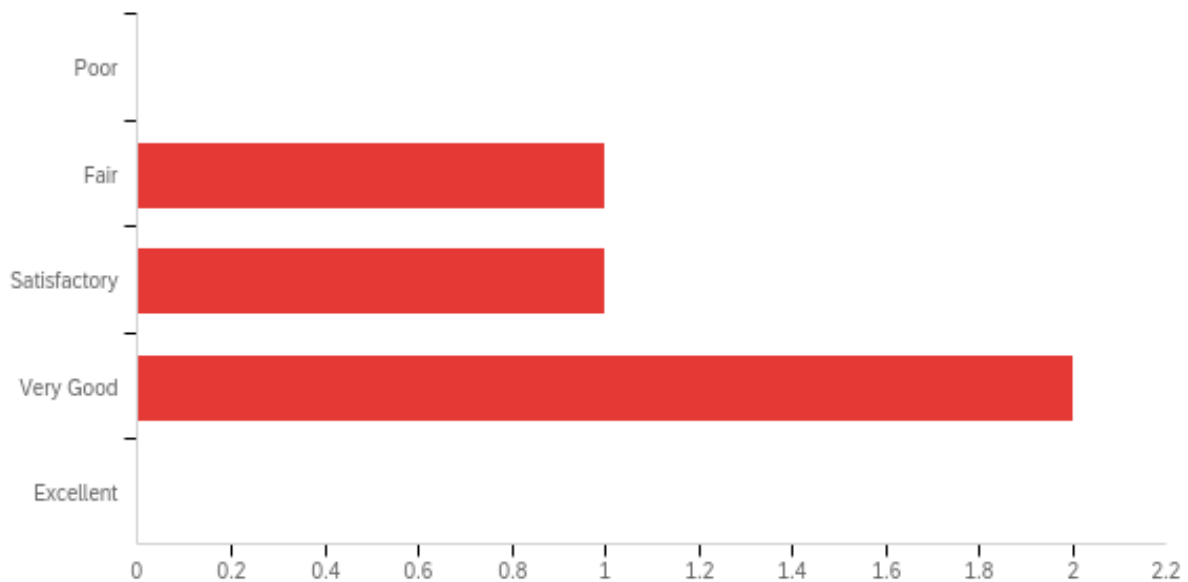
Q3.7 - The board takes steps to preserve and enhance the physical assets of the institution.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board takes steps to preserve and enhance the physical assets of the institution.	2.00	4.00	3.25	0.83	0.69	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	25.00%	1
3	Satisfactory	25.00%	1
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

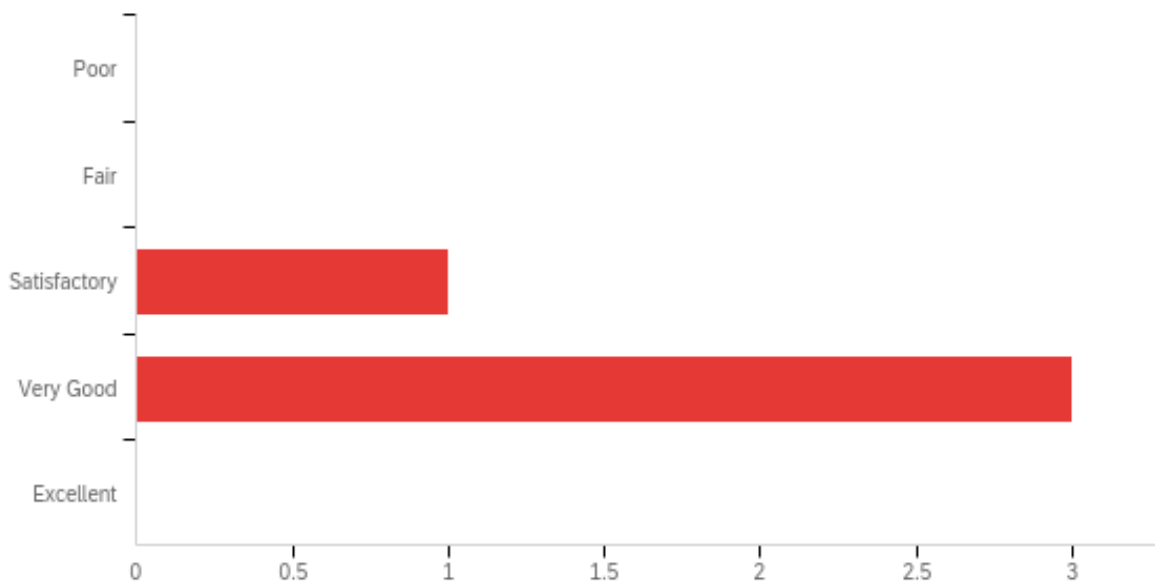
Q4.1 - The board monitors educational quality, using trend and comparative data for student learning outcomes, retention and graduation rates, and the value of degrees/certificates.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board monitors educational quality, using trend and comparative data for student learning outcomes, retention and graduation rates, and the value of degrees/certificates.	2.00	4.00	3.25	0.83	0.69	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	25.00%	1
3	Satisfactory	25.00%	1
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

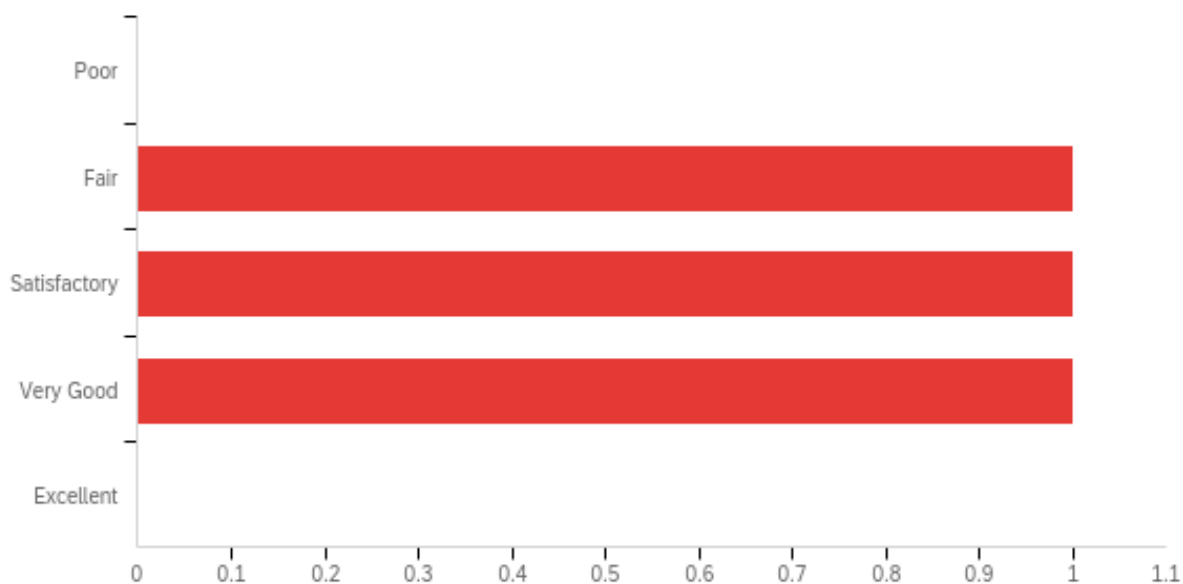
Q4.2 - The board ensures policies and practices are in place to protect academic freedom and institutional autonomy.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board ensures policies and practices are in place to protect academic freedom and institutional autonomy.	3.00	4.00	3.75	0.43	0.19	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	25.00%	1
4	Very Good	75.00%	3
5	Excellent	0.00%	0
	Total	100%	4

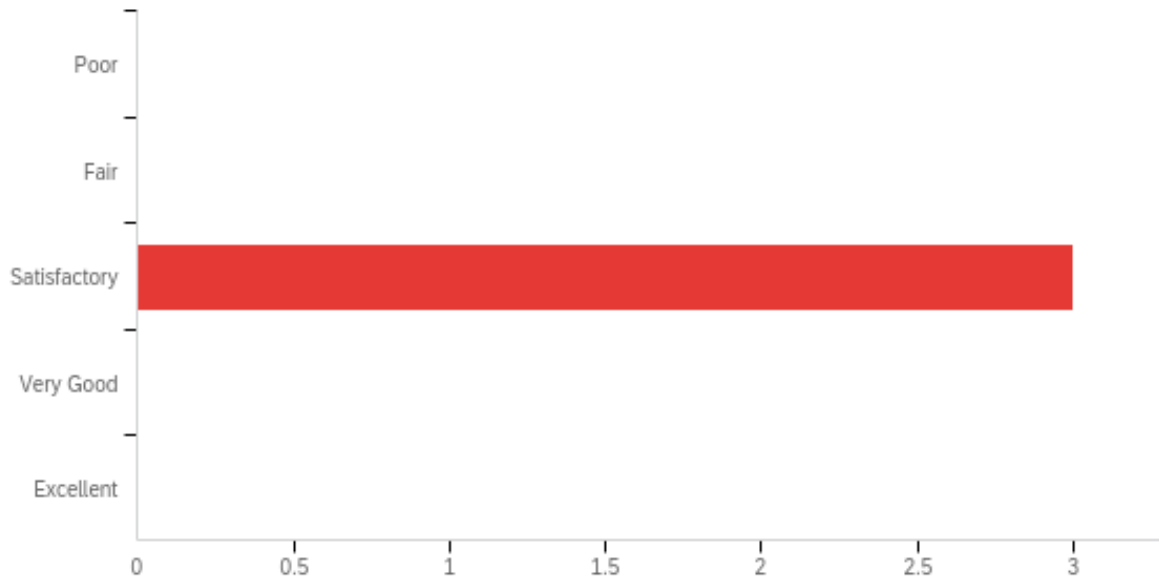
Q4.3 - The board reviews the institution's accreditation reports including responses to identified concerns or deficiencies.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board reviews the institution's accreditation reports including responses to identified concerns or deficiencies.	2.00	4.00	3.00	0.82	0.67	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	33.33%	1
3	Satisfactory	33.33%	1
4	Very Good	33.33%	1
5	Excellent	0.00%	0
	Total	100%	3

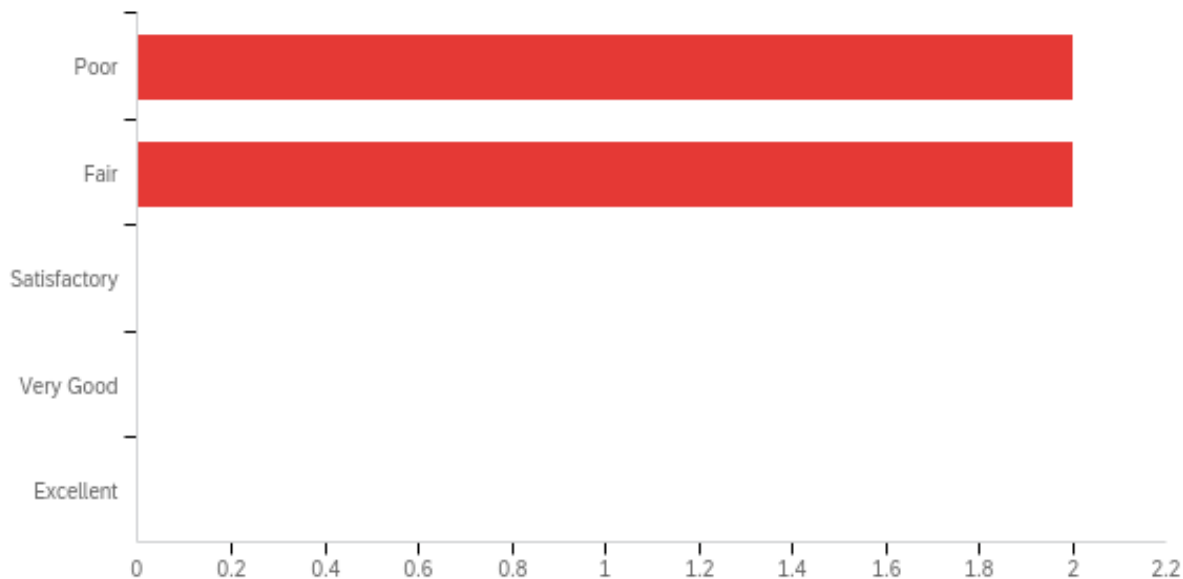
Q5.1 - The board has the right mix of skills and abilities among board members.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board has the right mix of skills and abilities among board members.	3.00	3.00	3.00	0.00	0.00	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	100.00%	3
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	3

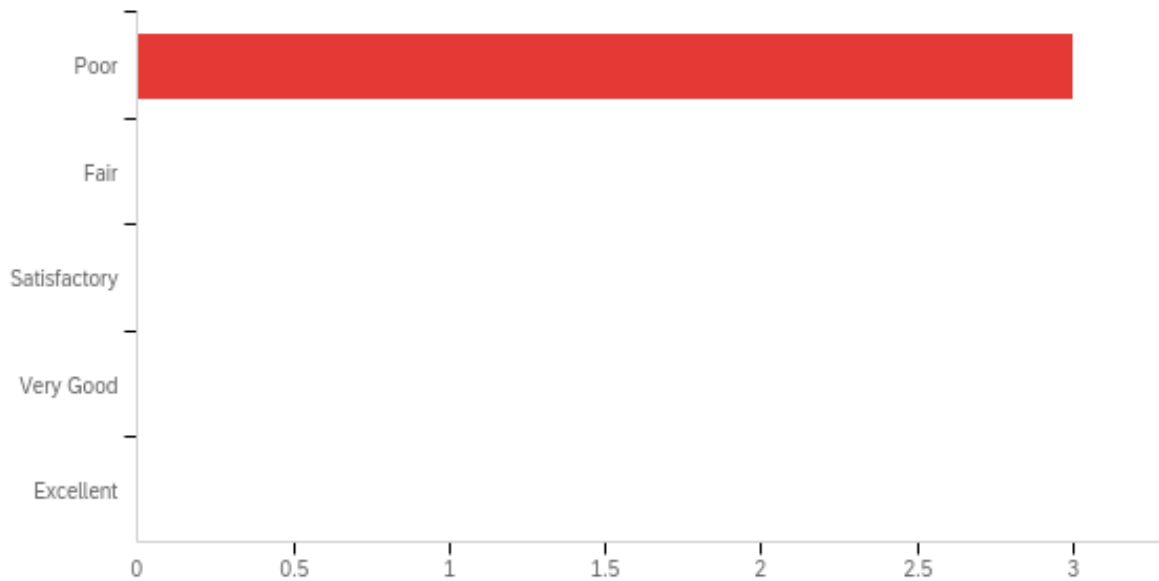
Q5.2 - The board provides a meaningful orientation program for new board members.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board provides a meaningful orientation program for new board members.	1.00	2.00	1.50	0.50	0.25	4

#	Answer	%	Count
1	Poor	50.00%	2
2	Fair	50.00%	2
3	Satisfactory	0.00%	0
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	4

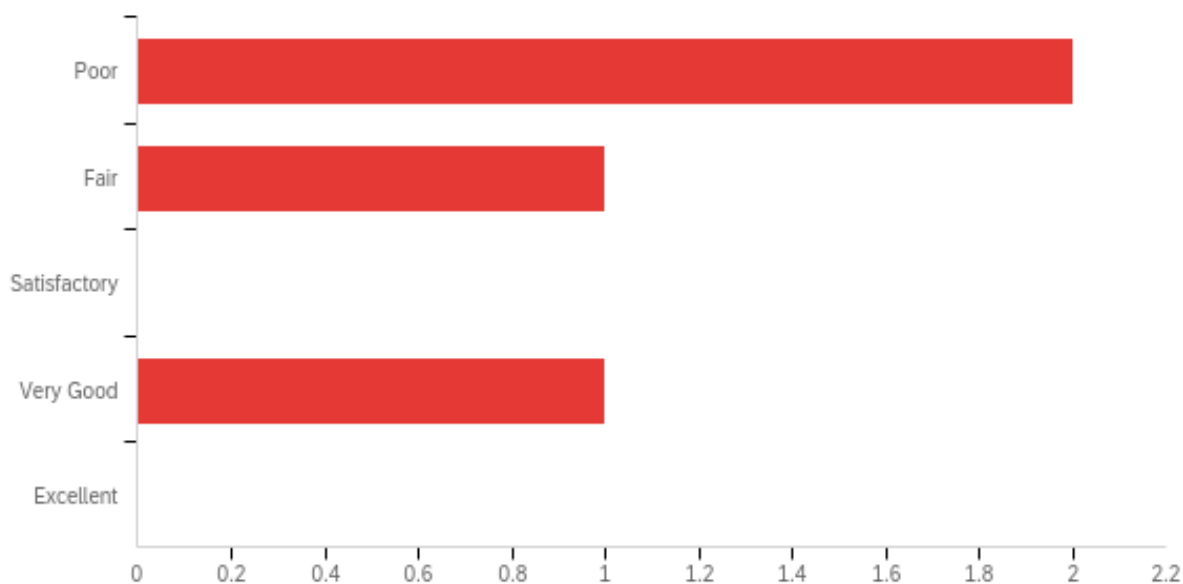
Q5.3 - The board periodically assesses individual board members and uses the results to strengthen performance.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board periodically assesses individual board members and uses the results to strengthen performance.	1.00	1.00	1.00	0.00	0.00	3

#	Answer	%	Count
1	Poor	100.00%	3
2	Fair	0.00%	0
3	Satisfactory	0.00%	0
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	3

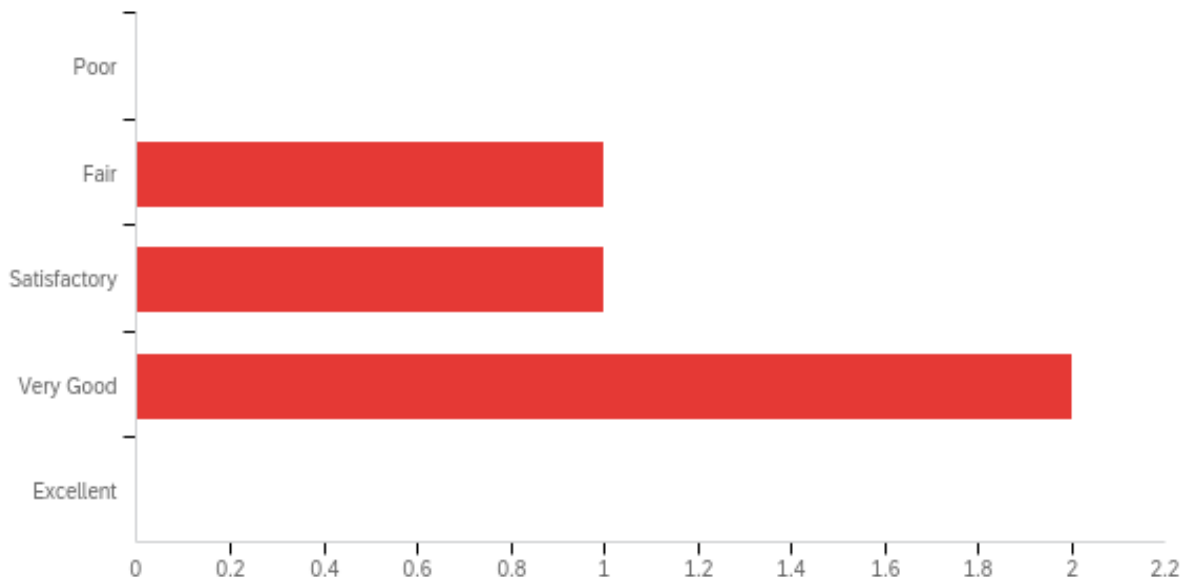
Q5.4 - The board periodically assesses the board chair and uses the results to strengthen performance.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board periodically assesses the board chair and uses the results to strengthen performance.	1.00	4.00	2.00	1.22	1.50	4

#	Answer	%	Count
1	Poor	50.00%	2
2	Fair	25.00%	1
3	Satisfactory	0.00%	0
4	Very Good	25.00%	1
5	Excellent	0.00%	0
	Total	100%	4

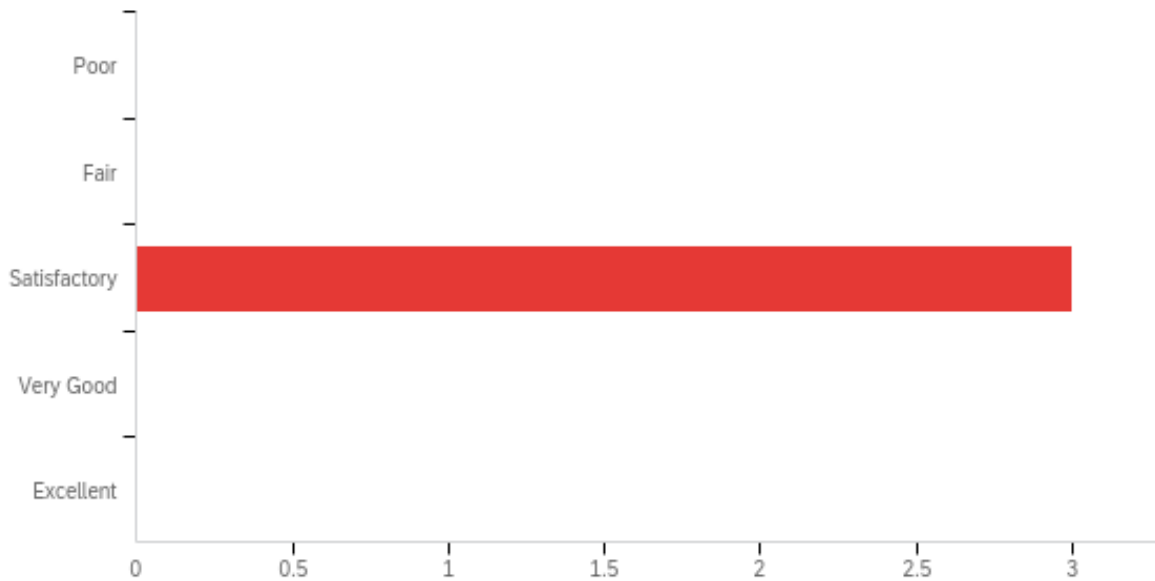
Q5.5 - The board structures board meetings to include time for substantive discussion.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board structures board meetings to include time for substantive discussion.	2.00	4.00	3.25	0.83	0.69	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	25.00%	1
3	Satisfactory	25.00%	1
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

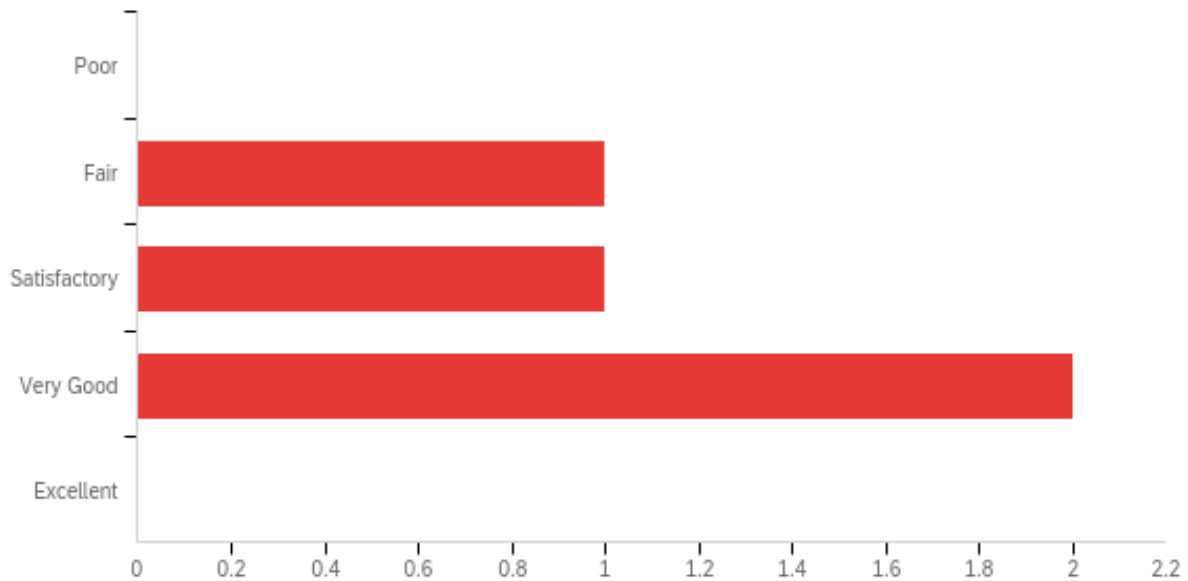
Q5.6 - The board adheres to a comprehensive conflict-of-interest policy and addresses conflicts appropriately.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board adheres to a comprehensive conflict-of-interest policy and addresses conflicts appropriately.	3.00	3.00	3.00	0.00	0.00	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	100.00%	3
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	3

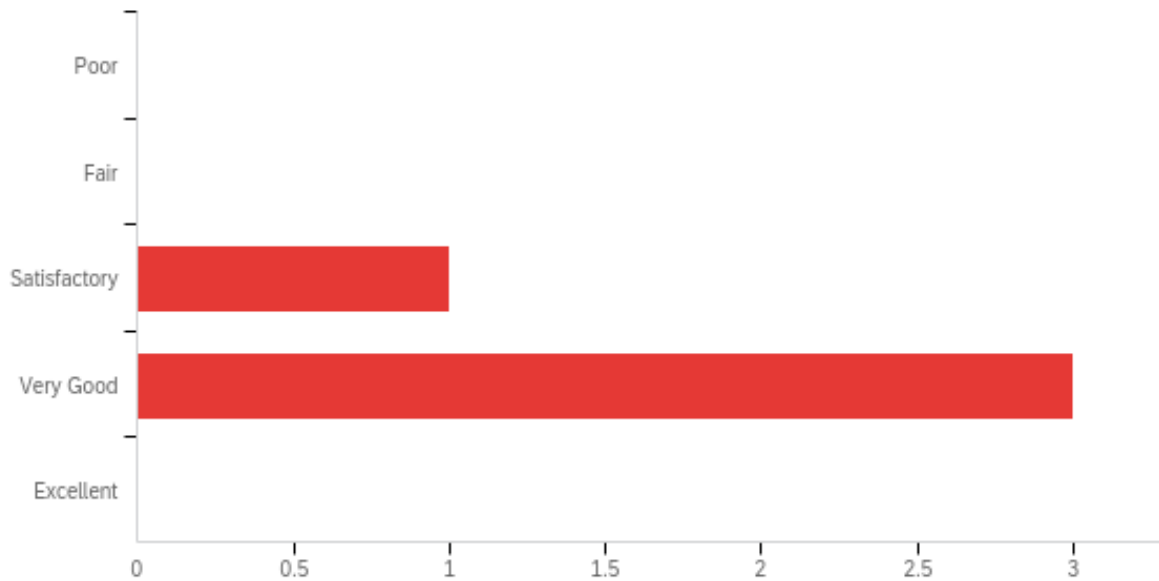
Q5.7 - The board focuses on board-level work and avoids micromanagement of administrative responsibilities.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board focuses on board-level work and avoids micromanagement of administrative responsibilities.	2.00	4.00	3.25	0.83	0.69	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	25.00%	1
3	Satisfactory	25.00%	1
4	Very Good	50.00%	2
5	Excellent	0.00%	0
	Total	100%	4

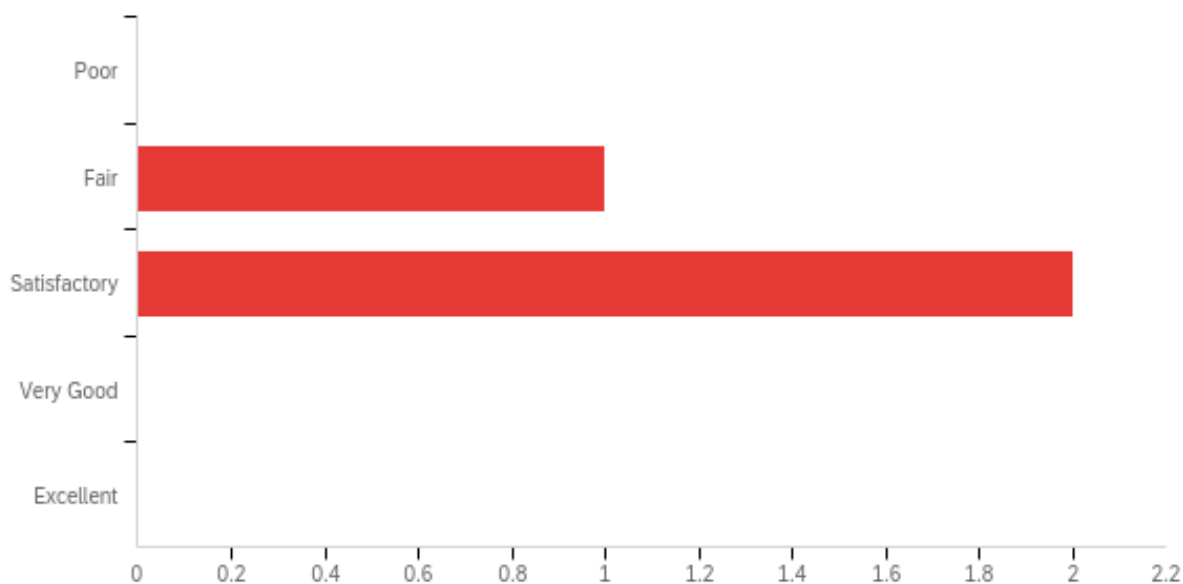
Q6.1 - The board promotes trust among board members through a culture based on openness and respect.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board promotes trust among board members through a culture based on openness and respect.	3.00	4.00	3.75	0.43	0.19	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	25.00%	1
4	Very Good	75.00%	3
5	Excellent	0.00%	0
	Total	100%	4

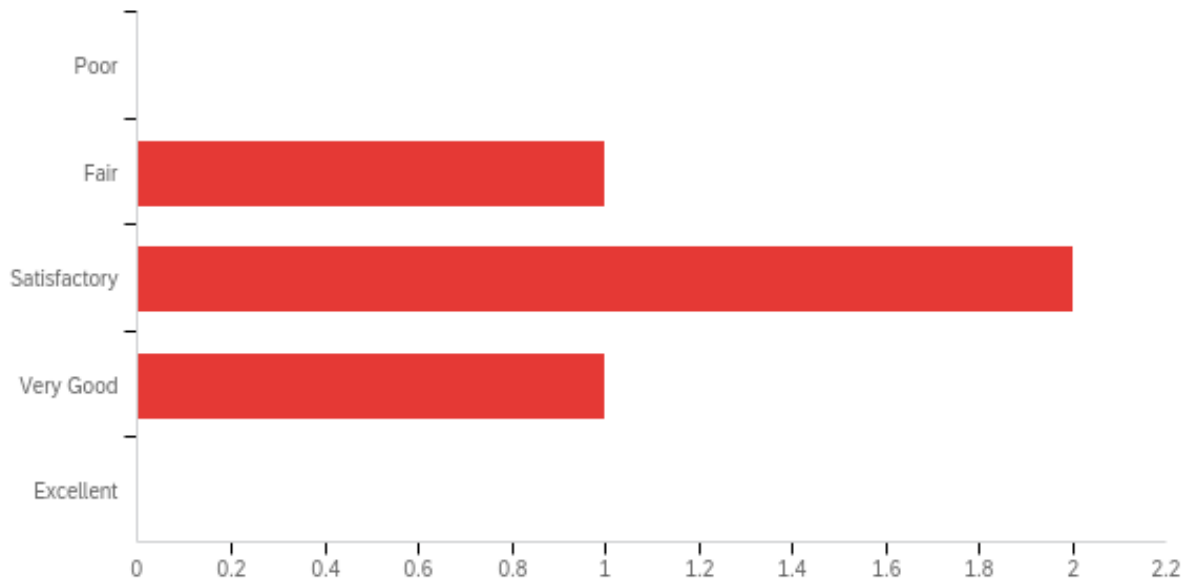
Q6.2 - The board establishes and communicates clear expectations related to board service.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board establishes and communicates clear expectations related to board service.	2.00	3.00	2.67	0.47	0.22	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	33.33%	1
3	Satisfactory	66.67%	2
4	Very Good	0.00%	0
5	Excellent	0.00%	0
	Total	100%	3

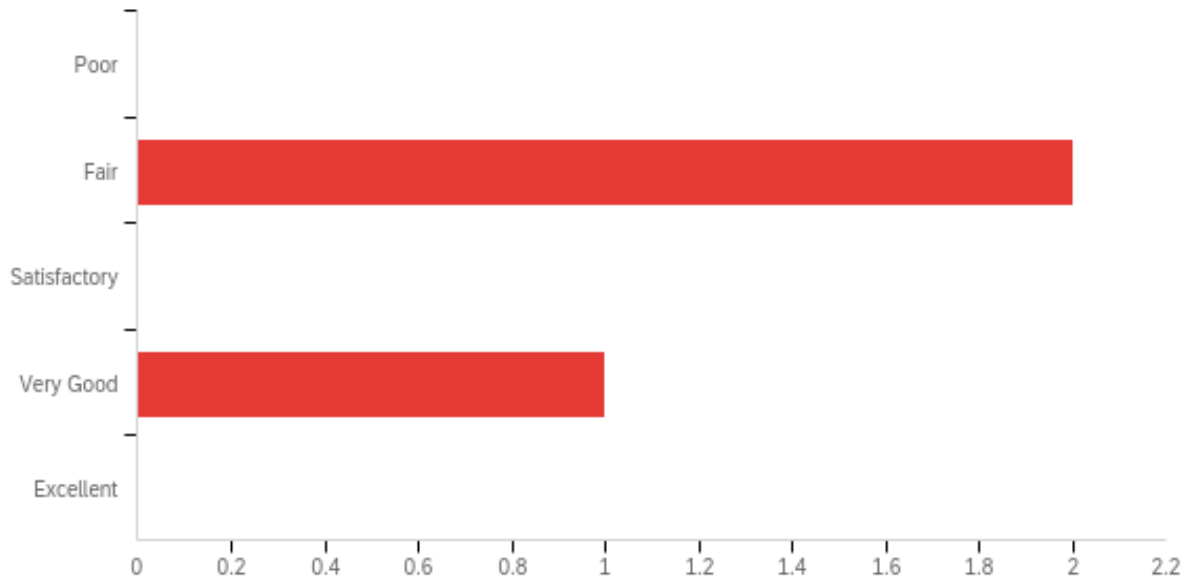
Q6.3 - The board incorporates practices that build diversity and foster inclusion at the board level.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board incorporates practices that build diversity and foster inclusion at the board level.	2.00	4.00	3.00	0.71	0.50	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	25.00%	1
3	Satisfactory	50.00%	2
4	Very Good	25.00%	1
5	Excellent	0.00%	0
	Total	100%	4

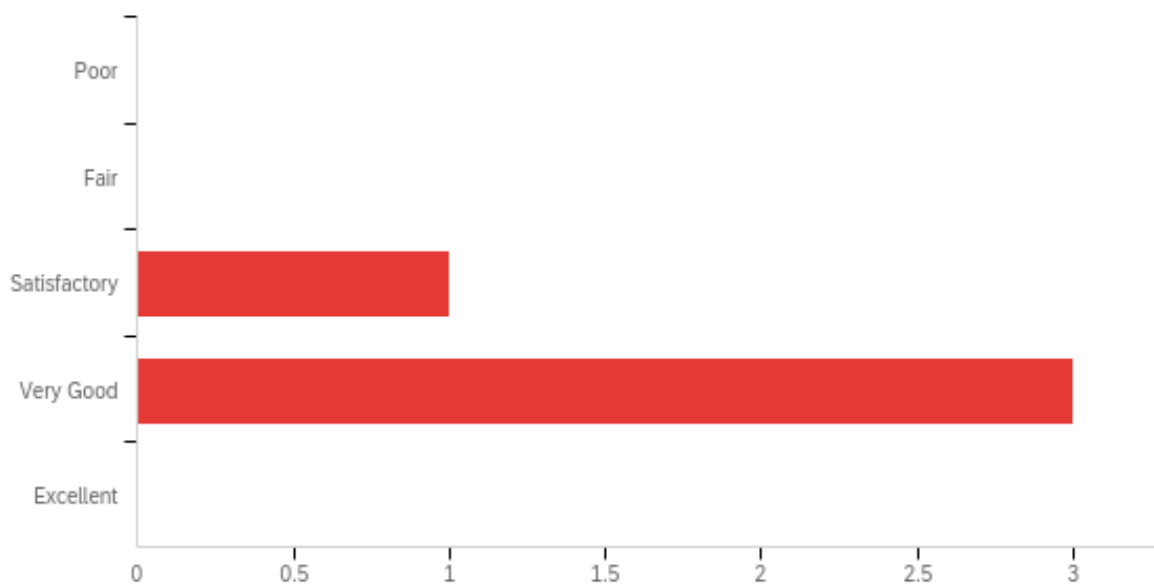
Q6.4 - The board speaks with one voice and stands united behind controversial decisions.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board speaks with one voice and stands united behind controversial decisions.	2.00	4.00	2.67	0.94	0.89	3

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	66.67%	2
3	Satisfactory	0.00%	0
4	Very Good	33.33%	1
5	Excellent	0.00%	0
	Total	100%	3

Q6.5 - The board respects the confidentiality of board and committee materials and discussions.



#	Field	Minimum	Maximum	Mean	Std Deviation	Variance	Count
1	The board respects the confidentiality of board and committee materials and discussions.	3.00	4.00	3.75	0.43	0.19	4

#	Answer	%	Count
1	Poor	0.00%	0
2	Fair	0.00%	0
3	Satisfactory	25.00%	1
4	Very Good	75.00%	3
5	Excellent	0.00%	0
	Total	100%	4

Office of the President

NORTHERN New Mexico College



MEMORANDUM

To: Board of Regents,
Northern New Mexico College

From: Hector Balderas, JD, CFE.
President

Date: December 15, 2023

Re: Board of Regents Meeting Minutes

Issue

Northern New Mexico College (NNMC) provides, on a monthly basis, Board of Regents Minutes from the previous month for approval.

Recommendation

Staff recommends that the Board of Regents approve the attached Board of Regents Minutes for October 27, 2023 as submitted or if applicable, as amended.

NORTHERN New Mexico College



NORTHERN NEW MEXICO COLLEGE BOARD OF REGENTS MINUTES OCTOBER 27, 2023

A Regular Meeting of the Board of Regents of northern New Mexico College was held on Friday, October 27, 2023, in the Board Room of Northern New Mexico College, Espanola. Regents Present in person and Viz Zoom: Michael A. Martin, Porter Swentzell, Casandra Batista Dauz, Regent Archuleta. Regent Velarde was not in attendance.

Northern New Mexico College Staff Present: President Hector Balderas, JD, CFE, Ivan Lopez Hurtado, PhD, Provost & Vice President for Academic Affairs, Theresa Storey, Chief Financial Officer/Compliance Officer, Denise Montoya, Chief of Staff and Vice President for Finance, Matthew Baca, General Counsel, Scott Stokes, Chief Information Officer, Sally Martinez, Executive Assistant to the Provost & Vice President for Academic Affairs, Juan Gallegos, IT, Courtney Bruch, Director of Assessment & Accreditation, Maria Cedillo, IT, Sandy Krolick, Creative Director, Communications & Marketing, Arin McKenna, Communications & Marketing., Tammy Winston, Student Life, Patrice Trujillo, Health & Safety Coordinator, Evette Abeyta, Budget Director, Rishi Poudyal, Institutional Research Analyst, Julianna Barbee, SBDC Director, and Amy Peña, Executive Office Director

Faculty Present: Scott Braley, Faculty Senate President

Others Present: John Ussery, Christian Olivas, Dolores Gurule, Student Senate President, Tim Crone, Samantha Chavez

I. CALL TO ORDER

Board President Martin called the meeting to order at 9:02am.

II. APPROVAL OF AGENDA

Board President Martin entertained a motion to approve the agenda as submitted.

Regent Batista Dauz moved to approve the agenda. Second – Regent Swentzell A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – did not vote, Regent Batista Dauz – yes. Motion passed.

III. PUBLIC INPUT

None.

IV. COMMENTS FROM THE BOARD

A. Board of Regents Subcommittee Reports

1. Housing Committee

Regent Archuleta stated Shawn Madrid, Facilities Director, President Balderas and Regent Archuleta will be going to Farmington in November to look at their dorms to get ideas and see how to move forward. It looks good on their end so far.

2. Audit, Finance, Facilities Committee

Regent Archuleta stated there was a very well-presented meeting yesterday. There will be a few action items to discuss today. Great meeting as usual.

3. Academic and Student Affairs Committee – Informational

Regent Swentzell stated the committee met yesterday and there is one item to be discussed which is the Strategic Mission. Regent Batista Dauz had nothing to add.

4. Board Assessment Committee

Matt Baca, General Counsel stated as mentioned by email to the Regents, survey software shows 5 responses. We are waiting on one Regent to submit a survey. He does have the results we do have if the Board would like to hear. Mr. Baca reviewed the results with the Board of Regents. Mr. Baca will circulate this to the Board of Regents. Board President Martin stated Mr. Baca has identified some things we need to work on and the Board can work on this for a summer retreat. Regent Swentzell stated it would be good to discuss this further. There is a spread between different answers and this is more opportunity for discussion. Mr. Baca advised that it might be helpful Regent Swentzell, Velarde and Mr. Baca work together to put together an executive summary. It would give more time for a remaining survey to be taken and it could be presented formally. Board President Martin stated this would be acceptable. No comments from Regent Archuleta or Regent Batista Dauz. Regent Archuleta did not have questions. Board President Martin stated it needs to be brought to light that we should have an orientation procedure and luckily, we are not getting a new regent this year and we have time to work on this and he thinks it would be helpful to work on this. Regent Swentzell stated just with some experience on other boards, some boards have a more robust orientation and some boards have a mentor practice where a long sitting board member helps out a new board member to get used to how things work. It could be challenging because of the quorum issues but with a mentor/mentee kind of program it helps people with a softer landing because it can be a little bit. Generally, we work well together but there is an intimidation factor with open meetings where we make sure we can't hang out in the same place at the same time. We need to make sure there is a public announcement in advance. We can implement something that is best practices. Board President Martin stated this is a good point.

5. AGB Annual Conference

Board President Martin stated he wanted to reach out to the Board. We have a discount if we apply for the AGB Conference in March of next year. He wanted to encourage all the board members who were interested in attending. Regent Archuleta is interested in attending. Board President Martin stated Regent Velarde attended last spring and unfortunately, she is not in attendance to impart her knowledge but he does know it is probably very helpful. President Balderas stated he hasn't had the opportunity to do professional development with the Board and he would be open to it. He will look at the calendar and the agenda. Board President Martin asked that everyone get back to Ms. Pena by December 1, 2023 so we could do it as economically as possible. Board President Martin asked if a motion is needed. Mr. Baca asked if has been the practice to nominate board members to attend. Board President Martin stated it is just opened up and whoever wants to go may attend. Mr. Baca stated then he realizes it says action required but if you don't have a formal nomination process, you do not need it. Board President Martin stated we do not.

6. November/December Board of Regents

Board President Martin asked Ms. Peña what she found when polling the Board of Regents. Ms. Pena stated the 15th of December was the date that would work best for the Board. Board President Martin entertained a motion to approve the scheduling of the November/December Board Meeting to take place on December 15, 2023 at 9:00AM at the Espanola Campus.

Regent Swentzell moved to approve the scheduling of the November/December Board Meeting on December 15, 2023 at 9:00AM in Espanola. Second Regent Batista Daux. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daux – yes. Motion passed unanimously.

V. APPROVAL OF MINUTES

Board President Martin entertained a motion to approve the minutes of September 22, 2023.

Regent Batista Daux moved to approve the minutes of September 22, 2023. Second – Regent Swentzell. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Daux – yes. Motion passed unanimously.

VI. PRESIDENT'S REPORT AND ANNOUNCEMENTS

A. Celebrate Northern

President Balderas stated how pleased he was with the turnout for Paletas con Presidente Balderas and his State of the College Address. This was a great opportunity for the community to come together, and I'll look forward to future gatherings and keeping the community updated on what's going on at Northern.

We welcomed the New Mexico Finance Authority Oversight Committee to our campus October 5 – 6. Dr. Ivan Lopez and Dr. Denise Montoya welcomed the committee, and while not the purpose of the committee's meeting, ended up presenting to legislators from across the state about issues in higher ed. and the things we are doing to support student success at Northern. We were pleased to play host and even more excited to be able to have engaged these legislators in a rich dialogue with

Dr. Lopez and Dr. Montoya. President Balderas had dinner with the legislative body and they are pleased to continue to support Northern. This should be celebrated.

President Balderas cannot express the gratitude for the team of hosting FAA chose. There was a great combination of demonstrations, hands-on activities and talks by experts. We were pleased to welcome a group of students from Dulce for the entire three-day event. Northern will continue to be regarded as a host for other federal agencies. President Balderas cannot thank them enough for positioning us well.

Student Life hosted two events in the last month, including our first National Coming Out Day Resource Fair and Panel Discussion last week. The panelists shared their personal stories and information about resources available to the LGBTQI community. They also urged students to protect their rights by voting and even running for office themselves. We're glad to see this support for our LGBTQ+ community. Student Life also hosted a celebration of National Hispanic Heritage Month, with lots of good food, a trivia contest and a karaoke contest.

President Balderas congratulated Josef Weese, who won a Third Place Award at the October 13 Alliance for Minority Participation Conference at NMSU, Las Cruces, for his poster presentation, "A Theoretical and Artistic Examination of Euclid's Elements." His presentation included art pieces created to visualize the structure. Adjunct Faculty Charles Knight mentored him on the project. Casandra Batista-Dauz and Dominick Martinez also attended the conference, along with David Torres, the Chair of our Mathematics and Physical Science Department. Dominick presented the poster "Using a Neural Network for Image Classification."

President Balderas stated our Athletic Department has been doing a lot of community outreach. The coaches have been visiting schools to promote Northern and to let the community know they are part of the Eagles family.

In more Athletics news, Men's/Women's Assistant Basketball Coach Tj Stukes was selected to participate in Netflix' "Squid Game: The Challenge," a reality show based on the network's popular "Squid Game" series. He competed against 456 people for a \$4.5 million dollar prize. He can't tell us if he won, but he's pretty excited about it. The first episode of the 10-part series airs November 22. Tj has requested (per his instructions from the producers) that no one post on social media about his appearance on the show until after the first episode airs.

Film and Digital Media Arts professor David Lindblom has been selected as a recipient of the Alex Trebek Legacy Fellowship for the Television Academy Foundation's 2023 Media Educators Conference. David is in Los Angeles this week for the conference, where he will meet writers, producers and showrunners creating some of today's top TV shows.

Alumna and new adjunct faculty member DezBaa' was selected by the Native American Media Alliance as one of seven fellows for the 3rd Annual Unscripted Workshop. She got to participate in discussions and seminars and meet with executives from numerous networks and studios during a five-day intensive, which culminated in pitching a project to creative executives and producers.

The Española Valley Chamber of Commerce and Student Life are hosting the “Enchanted Fall Festival” on the Quad from 12 – 8 p.m. tomorrow, with a lot of fun activities. We’re glad to see these types of community partnerships and we’ll keep looking for more opportunities like this.

This concluded the Celebration of Northern and President Balderas opened for questions. There were no questions.

B. CUP/NMICC Report

President Balderas presented the following and wanted to recognize the Boards leadership in this and their advocating for our students:

RPSP Hearings

The RPSPs hearings have been focused on funding requests in a few areas of interest: Teacher preparation and teacher continuing education programs, wildfires and water programs, and athletics. Northern’s RPSP hearing was held on October 19. The committee noted we are asking for full funding and have to go through the legislative process. In those hearings we were aggressive, proud and committed. Thank you, President Martin, for your attendance and support.

PED Funding

Dual credit continues to be a topic of discussion. HED if institutions are charging districts because PED currently has funding opportunities. LESC is planning a K-12 formula deep dive into dual credit to study the issue.

High Skills / Workforce Training

President Balderas stated there is funding available for high skills and workforce training. Discussion is taking place to determine how the money should be distributed. For example, should the Department of Workforce Solutions provide the funding? In addition, Northern will need to determine targeted marketing efforts to solicit these type of program offerings specifically to potential students in their 20s and 30s.

Funding Formula

In the past, legislative funding increase have been across the board and/or based on results from the criteria established in the funding formula. However, recently the legislature has provided increase to some higher education institutions outside of the funding formula. This practice may continue to occur.

President Balderas asked if there were questions from the Board of Regents. No questions from the Board of Regents

C. NNMCF Foundation

President Balderas stated we recently hosted the Foundation (Regent Martin thank you for attending) for a strategic planning retreat at the college to set new goals for the Foundation. It was very successful. We started off by getting a better understanding of who we are and what motivates

us. We set some other strategic goals that will benefit the students at NNMC. The Foundation wants to be part of the strategic goals and would like to follow the same strategic plan. Imagine all of us on the same level of information and how we advocate for student scholarships and funding. It was a big win for the Foundation retreat meaning they are all committed becoming part of the strategic team.

We have awarded 397 scholarships, roughly \$400,000 in scholarships and working on the distribution period for this.

D. Introduction of Staff and Faculty

President Balderas introduced the following:

Virginia Archuleta

Library Clerk

Virginia Archuleta is returning to Northern as the new Library Clerk. Virginia credits a work study position in the library with helping her earn her Associates degree in Substance Abuse Counseling from NNMC in 2020 and her Bachelor's degree in Psychology in 2022. She sees the library as a milestone that prepared her for other positions she held at Northern. She is looking forward to helping new work study students in the library.

Virginia Cata

Continuing Education Coordinator

Virginia Cata is returning to Northern as Coordinator for Continuing Education. Her last position was Office Manager at the Ohkay Owingeh Community School in Ohkay Owingeh, where she worked with parents and students at an elementary level. Prior to that she worked at NNMC for eight years in the Continuing Education Department and the Educational Opportunity Center. She is a lifelong resident of New Mexico from the Pueblo of Ohkay Owingeh.

Maria Cedillo

Senior Project Manager/Database Administrator

With a degree in Computer Science, Maria Cedillo joins NNMC as a Sr. Project Manager/Database Administrator after 21 years of service with Christus St. Vincent Hospital. As a Systems Analyst/Project Manager with Christus, Maria played an integral role in the transition of medical records from paper to computer and subsequently many data migrations, system enhancements and interfacing of disparate systems.

Mario Corral

Athletic Trainer

Mario Corral joins us as Athletic trainer. His last position was head of physical therapy and rehabilitation with the Indomables Basketball Club, a professional team in Ciudad Juárez, where he dedicated himself to devising personalized protocols for players, helping them achieve their best performance. He also worked for a long time with pediatric patients at Providence Hospital in El Paso, Texas. Mario is from El Paso. He received his bachelor's degree in Physical Therapy and Rehabilitation from Southwest University at El Paso and his master's degree in sports injuries at the Technological Institute of Ciudad Juárez.

Farjahan Shawon

Director, Center for Teaching and Learning

Farjahan Shawon (Fahr-jă-hŭn Sha-won) is our new Director of the Center for Teaching and Learning. She is originally from Bangladesh and moved to the U.S.A. in 2016 to pursue her PhD in Curriculum and Instruction from the University of Idaho. She also holds a M.Ed. in Educational Leadership Management and Planning and masters and bachelor's in public administration from Dhaka University, Bangladesh. Farjahan is a 20-year veteran educator who has served as a classroom teacher at International IB schools, was a founding school principal of an elementary school and college faculty of Teacher Education. She is a strong advocate of diversity, equity, and justice and passionate and experienced in organizing events, activities, and programs to promote DEI on campus.

I would also like to welcome **Jerry Harmon**, who joins us as a **Lecturer** in Teacher Education and our new **Safety & Security Officer, Steven Serna**.

Promotions and Transfers

I want to congratulate Alejandra Jaramillo on her new role as HEP Coordinator. She previously worked as Editorial Assistant with the Communications & Marketing Department. This was a big loss for Sandy but still get to retain that talent.

E. College Updates

President Balderas stated this is a new item this year and to refresh the audience and our guests or those new to this process. The Board of Regents really set some high standards for performance goals and administration doesn't always get to work one on one with the community. This is a hope to provide some broad updates to inform the community that we can work together and share that information. These are tied to strict performance standards that the Regents set in the most recent administration. We are a small school so our small communities but we do share information very well. Once it gets into the community we know how to share. One performance measure is they wanted more transformational student experiences. They wanted us to go beyond the classes and degrees and really understand our students. President Balderas presented the following:

Northern New Mexico College for and was awarded a \$700,000 Casa Connections Grant to renovate housing on the El Rito campus for students, staff, and faculty. Funding must be spent no later than December 31, 2024. President Balderas has already talked with the community letting them know we have students who are food insecure and housing insecure. Some of the community jumped the gun and thought we were going to open a homeless shelter. This Regents Board has been focused on this and it is a great opportunity. President Balderas will be speaking with the Regents on how to leverage this opportunity.

We continue to make progress on the One-Stop-Stop renovation for student success alignment. President Balderas apologizes to the Board that we are needing to meet in a different room but it is showing progress. Roof repair launched at the Center for Fine Arts (CFA). Conducted air quality assessment to determine remediation needs in the CFA building. Joseph Montoya Administration's roof repair is completed. Continue campus beautification with laying gravel campus wide in Espanola. President Balderas asked faculty and staff to assist him in getting accurate facts out into the community. As an administration we ordered scientific reviews where we can and cannot put students and faculty. All this information has been useful in keeping everyone safe. President

Balderas will meet with anyone individually to discuss the facts before sharing opinions on construction and repair. We are addressing this historic mold due to roof leaks and are doing scientific health assessments as we go to make informed decisions. He is a big fan of shared governance but would challenge everyone to meet with him but will not condone misrepresentations when it comes to the safety of students, staff and faculty. We also have the gravel project which is continuing to take place. We are working on building the park in El Rito and will complete that soon.

Regarding organizational excellence, President Balderas stated:

We finalized a NNMC legislative list of priorities to include Research and Public Service Projects (requested \$3,717,504 new or expanded funding); Instruction and General Recurring Appropriations (requested \$3,500,000); Non-Recurring Appropriations (requested \$2,950,000); Special Appropriations (\$3,550,000), and Capital Outlay funds (\$12,000,000).

We are reviewing the Probationary Employees policy and identified in the Staff Handbook in three different sections contradictory and redundant information. Revised policy and provided an open comment period for the campus community. Human Resources did not receive any feedback. Policy will be reviewed by the Board of Regents for approval on October 27, 2023.

We renewed the New Mexico Department of Higher Education grantee GEAR Up lease for housing GEAR Up staff on the Espanola campus.

We conducted an Eagle Alert Emergency Notification System test campus wide to ensure faculty, staff, and students register and/or update their contact information to receive communications during an emergency.

We recently met with leadership from ENLACE New Mexico and are pleased to announce that ENLACE will soon reestablish its presence at Northern.

As you may know, ENLACE is a statewide collaboration that represents the voices of those who are traditionally underrepresented in policy initiatives that have direct impact on their communities or their families.

As a college serving many of these same underrepresented families, Northern shares in ENLACE's commitment to bringing a voice to those who are not afforded the opportunity to speak, and we are very excited to reestablish a partnership with ENLACE to increase family and community engagement.

We are reviewing for a Campus Security Director and should have a candidate soon.

F. Soaring to New Heights Strategic Plan

President Balderas asked if we are going to sit for a motion after this update. Mr. Baca stated yes. President Balderas stated he would like to commend this board for setting a high bar. President Balderas stated he would love to discuss the Strategic Plan 2028. President Balderas stated he knows that all the Regents were involved in the Strategic Plan of 2028 and would take us back to the beginning of his hiring. One of the performance measures early on was, and direction from this

body is that they wanted an updated Strategic Plan for many reasons but one that the mission had not been updated in more than 13 years. Secondly, a Strategic Plan unites us and really positions us for competition with our other peer institutions. Finally, a great Strategic Plan when you have a great college like this is a way for the community to support us but also that we can set shared goals. This Strategic Plan is a Mission and a Vision and it sets our values and our direction but forthcoming will be some goals that will be identified that we think we can achieve and attain. President Balderas wants to make sure he affords this distinction that this is not the complete process but this is the completed Strategic Plan of 2028. President Balderas stated he would like to commend the entire committees, our staff, our leadership, our contractor. With everything going on in terms of learning and getting to know everyone and so many issues we all face in our community, it is pretty impressive to have turned around a Strategic Plan, received input from great leaders in all walks of life. Before the Board of Regents with their participation and committee's process. We have a new updated Mission, Vision and Core Values. We have an updated Mission and he is proud because there was an aggressive but respectful discussion between student leaders and academic leaders about what it should include. At the end of the day this is a reconciliation of ideas. President Balderas stated we will ask for approval of the new Strategic Plan for 2028 that will go well into half a decade.

Board President Martin stated he would like to thank LANL for their assistance in this. Regent Swentzell stated he is looking forward to voting on this. It is important to have this updated Strategic Plan to make sure all the other elements are achieving that mission. This is a major step especially with the college leadership. He appreciates everyone adding their ideas all the way up until recently and making sure the various components of Northern have input.

Regent Batista Dauz stated she would like to thank everyone who worked on this and bringing it to the Board.

Regent Archuleta – no response.

Board President Martin entertained a motion to approve the Strategic Plan 2028.

Regent Swentzell moved to approve. Second - Regent Batista Dauz. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – no response. Regent Batista Dauz. Motion passed.

President Balderas stated he wants to commend the entire community of Northern. We asked individuals to work during the summer, we came together, he was very impressed as a newcomer to the campus how passionate and real and individuals didn't hold back. He is so proud what he didn't see and what he was looking for was where there be breakdowns, where will people stop us from progress. He got a lot of feedback at the beginning of the year that we need to build trust and needed to overcome a lot of challenges. This process started mid-spring. It was not easy to be so timely it was not easy for the touchy topics. It was so many good reasons to quit, delay or blame. He would like to commend, the people who have committed to this progress. His report back is we have an amazing culture that is ready to be challenged. This is really what was testing the governance of our regent leadership. It was testing our faculty, staff and administration to get this done in a timeframe. He wants to give credit to everyone involved here and he does not want the Board to undersell what they approved. He is excited to go on to the next goal. This plan will set 3-5 goals. This will be a growth period for the college.

VII. FACULTY SENATE PRESIDENT REPORT

Scott Braley, Faculty Senate President stated our major accomplishment was the Strategic Plan. He knows they caused angst and delay and appreciates the administration's response and really appreciate the product and thank you for approving it. Other than administrative trivia, this was the major accomplishment this month. Hopefully they will catch on some of the stuff they had to delay at their next meeting.

VIII. STUDENT SENATE PRESIDENT REPORT

Dolores Gurule stated she has a brief report today. She wanted to report President Balderas joined the last Student Senate Meeting and provided many updates as well as opportunities that may be coming to the students as a result of partnerships. He invited them to work on the committee for the café area. She has designated Christian Olivas, Vice President to be the designee on the committee. Thank you, President Balderas, Dr. Lopez and Dr. Montoya for all the work in navigating all the work in the strategic planning. She is in awe of how they navigated this and allowed everyone to come back to have an agreement regarding mission, values and strategic pillars.

Christian Olivas is the new Vice President. They did have two senators who were interested in the position and presented.

Regent Swentzell wanted to recognize the comment about recruiting. It could be challenging but they should keep moving forward.

Regent Batista Daus and Regent Archuleta had no questions.

Board President Martin thanked the Student Senate for all they do, it is a lot of hours and all their support.

Ms. Gurule stated they will finalize the plans for the Virtual Giving Tree kicked off as well. They will reach out to Ms. Pena to reach out for donors.

IX. STAFF REPORTS

A. Vice President for Finance & Administration

1. Fiscal Watch Reports

Theresa Storey, CFO presented the Fiscal Watch Reports to the Board of Regents.

Board President Martin asked when we would get the 25% from the Opportunity Scholarship. Ms. Storey stated in October and December for fall term and May/June for Spring.

Regent Swentzell stated we used to, one of the expenditures is over the budgeted amount. Ms. Storey stated last fiscal year we saw the approval of BARs at the end of the fiscal year. It has been a challenge to align the budget under the new chart of accounts. She would refer back to the unadjusted disclaimer and would hope to clean it up in December and May. Regent Swentzell

stated under revenues, when you 786% higher than expected and the category is other, it is not a lot of money, what is that category. Ms. Storey stated she would like to get investigation and get this information back to him. This should probably include branch activity and she will get information back to him.

Board President Martin asked if she would have a branch budget as part of the presentation. Not everything together, it is hard to compare when you have two separate entities. Ms. Storey stated we would like to evolve the Fiscal Watch to what the Board would like to see. If the Branch activity is part of it, we should include that. The presentation can get overwhelming and the more information crammed into this document can get overwhelming. She would like to see this. Board President Martin stated this should be set this as a goal.

Regent Swentzell moved to approve the Fiscal Watch Reports for the period ending September 30, 2023. Second – Regent Batista Dauz. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes. Regent Batista Dauz – yes. Motion passed.

2. Probationary Employee Policy

Dr. Denise Montoya presented the Probationary Employee Policy to the Board of Regents.

Board President Martin asked if these policies have to go in front of the union. Mr. Baca stated they require promulgation throughout the campus and opportunity for feedback throughout the campus. They do not need to be negotiated in terms of the CBA (inaudible). Ms. Montoya stated we are not required to reach out to the union for this, as probationary employees are not covered under the CBA. Board President Martin asked Karen Baker-Jepsen if she had anything to add. Ms. Baker-Jepsen stated she did not.

Board President Martin asked if we haven't done any since 2006, is this a goal to work and update the policies. Ms. Montoya stated there will be strategy meetings in the next couple of weeks on how to work on the packet or as they come up to make sure they are updated and revised. We are doing an assessment of all policies as we speak.

Regent Swentzell stated this was his question. Sometimes it is important to go through them with a fine-tooth comb and find all the language that is no longer relevant. Especially with the new strategic plan, really finding that alignment. He appreciates this.

Regent Archuleta stated this is a good idea to look at policies as some are outdated.

Regent Archuleta moved to approve the Policy Revision. Regent Batista Dauz – second. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes. Regent Batista Dauz – yes. Motion passed.

3. Law Enforcement Recruitment Funds (grant)

Dr. Montoya presented the LERF to the Board of Regents (attached). We were notified we could request a grant for funds to enhance for our safety and security campuswide.

Regent Swentzell congratulated the college and this is good and given the situation in the world and more closely on this campus. You cannot get enough to support safety and security. Regarding the initial disbursement and tiered down, in terms of hitting the funding cliff, what is the plan to absorb those funds. Dr. Montoya stated this is going to be reviewed in attrition. The budget will be reviewed long term and we will make sure we stay within the budget. Regent Swentzell asked if there are plans to increase the compensation. Dr. Montoya stated we are working on how we can absorb the budget with the hopes for increases in the next three years for the legislative process and will be working with the person in this position (Director of Safety and Security) for an increase.

Dr. Montoya stated this is also going to allow us, right now we have funding in place, it will allow us to free up some funds to purchase one time equipment enhancements to enhance security systems for this year.

Regent Batista Daut had no questions.

Regent Archuleta stated \$15.00 is low when you can make \$17-\$20 at Lotaburger. This is something to look at, increasing down the road.

Board President Martin entertained a motion to approve the recommendation.

Regent Swentzell moved to accept the FY2023 Law Enforcement Recruitment Resolution. Second – Regent Batista. Daut. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes. Regent Batista Daut – yes. Motion passed.

4. IT Updates – Informational

Ms. Stokes state he would like to give some updates over the last couple of months. He appreciates Mr. Gallegos here all the work he puts into every day.

Mr. Stokes stated earlier this month he was invited to the Governor’s Mansion by the Governor to attend a Cyber Security and AI Summit with other state leaders and representation of Northern where they discussed certain topics. They also discussed cybersecurity front line as cybersecurity professionals are also first responders as they are tasked with keeping IT infrastructure and data security resilience. Another topic they discussed was investing in our future and how AI and cyber skills are the most sought skills in the digital age and as leaders how can we prepare the workforce to meet the demand and transform New Mexico to be a leader in AI and Cybersecurity. The last topic discussed was women in cyber and how leaders in every industry in support provide resources for women and girls who are interested in pursuing a career in cyber and how important it is to have women join the ranks of cyber-professionals to lead and diversify and improve the security posture of every organization. It was a very good conversation with other state leaders, there were CIOs, Presidents of other institutions. It was a very productive conversation. As the Board may or may not know it October is cyber security awareness month. The launched several initiatives this month. The first thing was communication to promote safe online practices along with tips on how to identify phishing attacks and scams. He got good feedback on this. We have also launched

a new Eagle Help Center. The Eagle Help Center provides NNMC with new and improved IT Help Desk and Facilities Request solution to streamline and improve our experience with IT Support and Facilities Support. This includes a ticketing system and a self-serve knowledge base where people can find answers. Recently this week to many dismays we have implemented a stronger security password requirements and multifactor authentication aimed at safeguarding our sensitive data and strengthening our cybersecurity. This has become a compliance thing and this was a huge feat and Mr. Gallegos knows all the work that went into it. A lot of time people don't consider there is a lot of things to do to get to this point. There was a lot of auditing and configurations to be done and it took three months to get to this point. It takes us to our next step and Mr. Stokes is very comfortable where we are in security to date. We have also implemented cybersecurity tools to increase visibility and proactively hunt cyberthreats among our digital ecosystem. We are also adopters of the HED Institution Cybersecurity System. This is at no cost to the College; penetration testing and those tools are pretty pricy. As mentioned by President Balderas, we did perform a test of our Eagle Alert System. We were able to verify functionality and provide user training to the Safety and Security Team. We were able to send out something and asked for updates if needed. Ongoing efforts include further process improvements and enhancements, automation, seamless integration within the network and (inaudible). We realize these improvements can have a transformative impact on our institution, operational efficiency, better decision making, enhanced student experience, and compliance with data and privacy requirements. We are also engaged with a vendor that is doing an overall assessment of our technical capabilities at this point. Mr. Stokes is very excited of what our future holds to do an update of our systems and provide a better experience across the Board.

Regent Swentzell stated he appreciated getting the message saying he can't login unless he changed his password. He had the same password since 2019. It is good to see that take place.

Regent Batista Daus and Regent Archuleta – no question

Board President Martin asked how we are funded for cyber security issues. has basically given an appropriation to DoIt along with our initiatives. It started with State agencies and Mr. Stokes was part of the Cybersecurity Advisory Committee in his previous position. They were able to design and build out that structure of how to help organizations, state agencies and colleges and now it is going to trickle down to K-12. Mr. Stokes stated the Governor has graciously funded this DoIt push out those services. H was part of it and now a recipient and they contacted him. The threats evolving these days it is good to have that tool for your infrastructure. It is important for institutions to get these tools at no cost. You are talking about \$20,000-\$50,000 for this. It also gives us the visibility of where our attack vendors are and it is very important.

X. EXECUTIVE SESSION

None.

XI. POSSIBLE ACTION ON EXECUTIVE SESSION

None.

XII. ADJOURNMENT

Board President Martin entertained a motion to adjourn.

Regent Batista Dauz moved to adjourn. Second – Regent Swentzell. A roll call vote was taken. Board President Martin – yes, Regent Swentzell – yes, Regent Archuleta – yes, Regent Batista Dauz – yes. Motion passed unanimously.

The Board of Regents Meeting adjourned at 10:34AM.

Approved:

Michael A. Martin
Board President

Erica Velarde
Vice President

Office of the Provost

NORTHERN New Mexico College



MEMORANDUM

To: Board of Regents
Northern New Mexico College

From: Ivan Lopez, Provost, and VPAA

Date: December 15, 2023

Re: Academic Calendar 2024-2025 and 2025-2026

Issue

The latest approved Academic Calendar will end this Summer 2024. The Board of Regents approves the Academic Calendar for the college.

Overview

The proposed Academic Calendar for AY 2024-2025 and AY 2025-2026 are attached to this memorandum. The academic affairs division reviewed and recommended the proposed calendar.

Recommendation

I recommend that the Board of Regents approve the proposed Academic Calendar for AY 2024-2025 and AY 2025-2026.

FALL 2024 Academic Calendar
SPRING & SUMMER 2025 Academic Calendar

FALL 2024

Deadline for Degree & Certificate Students to Submit an Application for Fall 2024 . . .	Fri, Aug 9
First day to use financial aid for bookstore charges	Fri, Aug 9
Convocation	Mon-Thurs, Aug 12-15
REGISTRATION FOR FALL 2024	April 8-Aug 23
CLASSES BEGIN	Mon, Aug 19
Late Registration (late fee required)	Mon-Fri, Aug 19 - 23
PAYMENT DEADLINE: pay in full, or 5% down + plan.	Fri, Aug 23
Disenrollment -Students who have missed the payment deadline	Fri, Aug 23
Last Day to Change Full-term Course Schedule (Drops/Adds only)	Fri, Aug 30
Last Day to Change Grade Option from CR-AU/AU-CR	Fri, Aug 30
Last Day to Drop a Full-Term Course with 100% Refund without Record	Fri, Aug 30
Last day to use financial aid for bookstore charges	Fri Aug 30
Holiday (Labor Day)	Mon, Sept. 2
Census Day	Fri, Sept 6
Mid-Term Week	Mon-Fri, Oct 7-11
Fall Break (no classes)	Mon-Tues, Oct 14-15
Mid-Term Grades Due	Wed, Oct 16
Faculty and Staff Development Day (no classes)	Wed, Oct 16
Last Day for Instructors to Initiate a Withdrawal	Fri, Oct 25
Deadline to apply to Graduate in Fall 2024	Fri, Nov 1
Last Day to Withdraw from a Full-Term Course	Fri, Nov 8
Holiday (Veterans Day) No Classes.	Mon, Nov. 11
REGISTRATION FOR SPRING 2025 BEGINS	Tues, Nov 12
Thanksgiving Break	Wed-Sun , Nov 27- Dec 1
Final Exams*	Mon.-Fri, Dec 9-13
Last Day of Term	Fri, Dec 13
*Exam make-up days in case of bad weather.	Sat- Sun, Dec 14-15
Final Grades Due	Mon, Dec 16
Winter Break (College Closed)	Sat-Wed, Dec 21, 2024-Jan 1, 2025

FALL 2024 8-WEEK TERM DATES

FIRST 8-WEEK TERM

CLASSES BEGIN	Mon, Aug 19
Last Day to Drop/Add a Course with 100% Refund without Record	Fri, Aug 23
Last Day to Drop a Course with 50% Refund without Record	Fri, Aug 30
Last Day for Instructors to Initiate a Withdrawal	Sun, Sep 22
Last Day to Withdraw from a Course	Sun, Sep 29
Last Day of Term	Fri, Oct 11
Final Grades Due	Wed, Oct 16

SECOND 8-WEEK TERM

CLASSES BEGIN	Mon, Oct 21
Last Day to Drop/Add a Course with 100% Refund without Record	Fri, Oct 25
Last Day to Drop a Course with 50% Refund without Record	Fri, Nov 1
Last Day for Instructors to Initiate a Withdrawal	Sun, Nov 24
Last Day to Withdraw from a Course	Sun, Dec 1
Last Day of Term	Fri, Dec 13
Final Grades Due	Mon, Dec 16

SPRING 2025 FULL-TERM CALENDAR

First day to use financial aid for bookstore charges	Mon, Jan 6
Deadline for Degree & Certificate Students to Submit an Application for Spring 2025.	Fri, Jan 10
CONVOCATION	Mon-Thurs, Jan 13-16
REGISTRATION FOR SPRING 2025	Mon, Oct 21-Fri, Jan 24
HOLIDAY (Martin Luther King Jr's . Birthday)	Mon, Jan 20
CLASSES BEGIN	Tues, Jan 21
Late Registration (late fee required)	Tues, Jan 21-Fri, Jan 24
PAYMENT DEADLINE: pay in full, or 5% down + plan.	Fri, Jan 24
Disenrollment–Students who have missed the payment deadline	Fri, Jan 24
Last Day to Change Full-term Course Schedule (Drops/Adds only)	Fri, Jan 31
Last Day to Change Grade Option from CR-AU/AU-CR	Fri, Jan 31
Last Day to Drop a Full-Term Course with 100% Refund without Record	Fri, Jan 31
Last day to use financial aid for bookstore charges	Fri, Jan 31
Last Day to Receive a Refund for Texts through the Bookstore	Fri, Jan 31
Census Day.	Fri, Feb 7
Curriculum Assessment Day	Fri, Feb 21
Mid-Term Week	Mon-Fri, March 10-14
SPRING BREAK	Mon-Sun, March 17-23
Mid-Term Grades Due	Wed, March 19
Last Day for Instructors to Initiate a Withdrawal	Fri, March 21
Last Day to Withdraw from a Full-Term Course	Fri, March 28
Deadline to apply to Graduate for Spring 2025.	Fri, April 4
REGISTRATION FOR SUMMER AND FALL 2025 BEGINS	Mon, April 14
Holiday (Good Friday) No Classes	Fri, April 18
Final Exams*	Mon-Fri, May 12-16
Commencement Rehearsal	Thurs, May 15
Last Day of Term	Fri, May 16
Commencement	Sat, May 17
Final Exams make-up day in case of bad weather	Sat-Sun, May 17-18
Final Grades Due	Mon, May 19

SPRING 2025 8-WEEK TERMS**FIRST 8-WEEK TERM**

CLASSES BEGIN	Tues, Jan 21
Last Day to Drop/Add a Course with 100% Refund without Record	Sun, Jan 26
Last Day to Drop a Course with 50% Refund without Record	Sun, Feb 2
Last Day for Instructors to Initiate a Withdrawal	Sun, Feb 23
Last Day to Withdraw from a Course	Sun, March 2
Last Day of Term	Fri, March 14
Final Grades Due	Wed, March 19

SECOND 8-WEEK TERM

CLASSES BEGIN	Mon, March 24
Last Day to Drop/Add a Course with 100% Refund without Record	Sun, March 30
Last Day to Drop a Course with 50% Refund without Record	Sun, April 6
Last Day for Instructors to Initiate a Withdrawal	Sun, April 2
Last Day to Withdraw from a Course	Sun, May 4
Last Day of Term	Fri, May 16
Final Grades Due	Mon, May 19

SUMMER 2025

Deadline to Submit Degree/Certificate Application for Summer 2025 Fri, May 23
 First day to use financial aid for bookstore charges Wed, May 28
REGISTRATION Mon, April 14 -Sun, June 1
CLASSES BEGIN Mon, June 2
 Deadline to Apply to Graduate in Summer 2025 Fri, June 6
PAYMENT DEADLINE: pay in full, or 5% + plan Fri, June 6
 Disenrollment–Students who have missed the payment deadline Fri, June 6
 Last Day to Change Full-term Course Schedule (Drops/Adds only) Fri, June 6
 Last Day to Change Grade Option from CR-AU/AU-CR Fri, June 6
 Last Day to Drop a Full-Term Course with 100% Refund without record. Fri, June 6
 Last day to use financial aid for bookstore charges Fri, June 6
 Holiday (Independence Day) Fri, July 4
 Last Day to Withdraw from a Full-Term Course Fri, July 11
 Last Day of Term Fri, July 25
 Final Grades Due Mon, July 28

FIRST 5-WEEK TERM

HOLIDAY (Memorial Day). Mon, May 26
CLASSES BEGIN Tues, May 27
 Last Day to Drop/Add a Course with 100% Refund without Record Fri, May 30
 Last Day to Withdraw from a Course Fri, June 13
 Last Day of Term Fri, June 27
 Final Grades Due Wed, July 2

SECOND 5-WEEK TERM

CLASSES BEGIN Mon, June 30
 Last Day to Drop/Add a Course with 100% Refund without Record Fri, July 4
 Last Day to Withdraw from a Course Fri, July 18
 Last Day of Term Fri, Aug 1
 Final Grades Due Mon, Aug 4

FALL 2025 Academic Calendar
SPRING & SUMMER 2026 Academic Calendar

FALL 2025

First day to use financial aid for bookstore charges	Fri, Aug 8
Deadline for Degree & Certificate Students to Submit an Application for Fall 2025 . .	Fri, Aug 8
Convocation	Mon-Thurs, Aug 11-14
REGISTRATION FOR FALL 2025	April 14-Aug 22
CLASSES BEGIN	Mon, Aug 18
Late Registration (late fee required)	Mon-Fri, Aug 18-22
PAYMENT DEADLINE: pay in full, or 5% down + plan.	Fri, Aug 22
Disenrollment -Students who have missed the payment deadline	Fri, Aug 22
Last Day to Change Full-term Course Schedule (Drops/Adds only)	Fri, Aug 29
Last Day to Change Grade Option from CR-AU/AU-CR	Fri, Aug 29
Last Day to Drop a Full-Term Course with 100% Refund without Record	Fri, Aug 29
Last day to use financial aid for bookstore charges	Fri Aug 29
Holiday (Labor Day)	Mon, Sept. 1
Census Day.	Fri, Sept 5
Mid-Term Week	Mon-Fri, Oct 6-10
Fall Break (no classes)	Mon-Tues, Oct 13-14
Mid-Term Grades Due	Wed, Oct 15
Faculty and Staff Development Day (no classes)	Wed, Oct 15
Last Day for Instructors to Initiate a Withdrawal	Fri, Oct 24
Last Day to Withdraw from a Full-Term Course	Fri, Nov 7
Deadline to apply to Graduate in Fall 2025	Fri, Nov 7
REGISTRATION FOR SPRING 2026 BEGINS	Mon, Nov 10
Holiday (Veterans Day) No Classes.	Tues, Nov. 11
Thanksgiving Break	Wed-Sun , Nov 26-30
Final Exams*	Mon-Fri, Dec 8-12
Last Day of Term	Fri, Dec 12
*Exam make-up days in case of bad weather.	Sat-Sun, Dec 13-14
Final Grades Due	Mon, Dec 15
Winter Break (College Closed)	Sat-Thurs, Dec 20, 2025-Jan 1, 2026

FALL 2025 8-WEEK TERM DATES

FIRST 8-WEEK TERM

CLASSES BEGIN	Mon, Aug 18
Last Day to Drop/Add a Course with 100% Refund without Record	Fri, Aug 22
Last Day to Drop a Course with 50% Refund without Record	Fri, Aug 29
Last Day for Instructors to Initiate a Withdrawal	Sun, Sept 21
Last Day to Withdraw from a Course	Sun, Sept 28
Last Day of Term	Fri, Oct 10
Final Grades Due	Wed, Oct 15

SECOND 8-WEEK TERM

CLASSES BEGIN	Mon, Oct 20
Last Day to Drop/Add a Course with 100% Refund without Record	Fri, Oct 24
Last Day to Drop a Course with 50% Refund without Record	Fri, Oct 31
Last Day for Instructors to Initiate a Withdrawal	Sun, Nov 23
Last Day to Withdraw from a Course	Sun, Nov 30
Last Day of Term	Fri, Dec 12
Final Grades Due	Mon, Dec 15

SPRING 2026 FULL-TERM CALENDAR

First day to use financial aid for bookstore charges	Mon, Jan 5
Deadline for Degree & Certificate Students to Submit an Application for Spring 2026.	Fri, Jan 9
CONVOCATION	Mon-Thurs, Jan 12-15
REGISTRATION FOR SPRING 2026	Mon, Nov 10-Fri, Jan 23
HOLIDAY (Martin Luther King Jr's . Birthday)	Mon, Jan 19
CLASSES BEGIN	Tues, Jan 20
Late Registration (late fee required)	Tues, Jan 20-Fri, Jan 23
PAYMENT DEADLINE: pay in full, or 5% down + plan.	Fri, Jan 23
Disenrollment–Students who have missed the payment deadline	Fri, Jan 23
Last Day to Change Full-term Course Schedule (Drops/Adds only)	Fri, Jan 30
Last Day to Change Grade Option from CR-AU/AU-CR	Fri, Jan 30
Last Day to Drop a Full-Term Course with 100% Refund without Record	Fri, Jan 30
Last day to use financial aid for bookstore charges	Fri, Jan 30
Census Day.	Fri, Feb 6
Last Day to Receive a Refund for Texts through the Bookstore	Fri, Feb 20
Curriculum Assessment Day	Fri, Feb 20
Mid-Term Week	Mon-Fri, March 9-13
SPRING BREAK	Mon-Sun, March 16-22
Mid-Term Grades Due	Wed, March 18
Last Day for Instructors to Initiate a Withdrawal	Fri, March 20
Last Day to Withdraw from a Full-Term Course	Fri, March 27
Deadline to apply to Graduate for Spring 2026.	Fri, April 3
Holiday (Good Friday) No Classes	Fri, April 3
REGISTRATION FOR SUMMER AND FALL 2026 BEGINS	Mon, April 13
Final Exams*	Mon-Fri, May 11-15
Commencement Rehearsal	Thurs, May 14
Last Day of Term	Fri, May 15
Commencement	Sat, May 16
Final Exams make-up day in case of bad weather	Sun, May 17
Final Grades Due	Mon, May 18

SPRING 2026 8-WEEK TERMS**FIRST 8-WEEK TERM**

CLASSES BEGIN	Tues, Jan 20
Last Day to Drop/Add a Course with 100% Refund without Record	Sun, Jan 25
Last Day to Drop a Course with 50% Refund without Record	Sun, Feb 1
Last Day for Instructors to Initiate a Withdrawal	Sun, Feb 22
Last Day to Withdraw from a Course	Sun, March 1
Last Day of Term	Fri, March 13
Final Grades Due	Wed, March 18

SECOND 8-WEEK TERM

CLASSES BEGIN	Mon, March 23
Last Day to Drop/Add a Course with 100% Refund without Record	Sun, March 29
Last Day to Drop a Course with 50% Refund without Record	Sun, April 5
Last Day for Instructors to Initiate a Withdrawal	Sun, April 26
Last Day to Withdraw from a Course	Sun, May 3
Last Day of Term	Fri, May 15
Final Grades Due	Mon, May 18

SUMMER 2026

First day to use financial aid for bookstore charges	Wed, May 20
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Deadline to Submit Degree/Certificate Application for Summer 2026 Fri, May 22
REGISTRATION. Mon, April 13 Sun, May 31
CLASSES BEGIN Mon, June 1
 Deadline to Apply to Graduate in Summer 2026 Fri, June 5
PAYMENT DEADLINE: pay in full, or 5% + plan Fri, June 5
 Disenrollment–Students who have missed the payment deadline Fri, June 5
 Last Day to Change Full-term Course Schedule (Drops/Adds only) Sun, June 7
 Last Day to Change Grade Option from CR-AU/AU-CR Sun, June 7
 Last Day to Drop a Full-Term Course with 100% Refund without record. Sun, June 7
 Last day to use financial aid for bookstore charges Sun, June 7
 Holiday (Independence Day) Sat, July 4
 Last Day to Withdraw from a Full-Term Course Fri, July 10
 Last Day of Term Fri, July 24
 Final Grades Due Mon, July 27

*Office of the Provost***NORTHERN New Mexico College****MEMORANDUM**

To: Board of Regents - Northern New Mexico College
From: Ivan Lopez, Provost and VP for Academic Affairs
Date: December 15, 2023
Re: Suspension of the Associate of Arts in Substance Abuse Counselor

Issue

In combination with two other programs, the Associate of Arts in Substance Abuse Counselor program was terminated by the Regents back on 3/24/2023 with the condition that the back-then-proposed Associate of Arts in Integrative Study was approved by the NM HED (Appendix I). Unfortunately, NM HED did not support the new program. However, due to the lack of faculty and other resources, it will be very beneficial for the institution to suspend the program for three years.

Overview

The Program Review Process identified severe deficiencies in the Associate of Arts in Substance Abuse Counseling. The Arts and Human Sciences department faculty that offers this program unanimously recognized their inability to improve it due to the lack of resources (faculty members in the field).

The Board of Regents approved the program's termination last March with the condition that NM HED agreed a new associate degree in integrative studies. A few months ago, when NM HED informed NNMC that the new program was not approved, the Regents had already approved the new policy on program elimination (June 23, 2023).

Therefore, the Office of the Provost followed the new process, and the Elimination Review Committee recommended suspending the program (Appendix II).

After talking with the Higher Learning Commission, we recommend a three-year suspension of the program.

A teach-out plan for the current six students has been developed by the Department of Arts and Human Sciences if the Regents support the suspension recommendation.

Recommendation

I recommend that the Board of Regents approve a three-year suspension of the Associate of Arts on Substance Abuse Counselor.

APPENDIX IMEMORANDUM

To: Board of Regents - Northern New Mexico College
From: Ivan Lopez, Provost, and VP for Academic Affairs
Date: March 24, 2023
Re: Approval of a) Associate of Arts in Integrative Studies; b) Certificate of Phlebotomy; c) Certificate of Engineering Drawing and Computer Aided Design.

Issue

At the last Regents Meeting, three new program proposals were presented for the first reading. At this time, an action of the BOR is needed.

Overview

The Department of Arts and Human Sciences is proposing an Associate of Arts in Integrative Studies if approved by the BOR and external agencies (NMHED and HLC), which will consolidate existing associate degrees and streamline the continuation of the BA in Integrative Studies. It will also help the program-to-faculty ratio for NNMC while providing a solid and broad set of skills to the students in this program.

The Nursing and Health Science Department is proposing a Certificate in Phlebotomy. This certificate is the outcome of a two-year partnership with the LANL Foundation, the Espanola Valles High School, and the Presbyterian Hospital, among others. It will offer a pathway for dual credit students and others to the health science field. It will help with the market demand for this skill. The program will rely initially on grant funding, but another long-term funding stream needs to be identified or should become sustainable from tuition and revenues generated. This certificate articulates with the Allied Health degree.

The Department of Engineering and Technology is proposing a Certificate in Engineering Drawing and Computer-Aided Design. This certificate articulates with our BEng in Electromechanical Engineering Technology.

Recommendation

- 1) Approve the Associate of Arts in Integrative Studies (AAIS).
- 2) Terminate the Associate of Arts (AA) programs in General Psychology, Criminal Justice, Substance Abuse Counselor, and Film & Digital Media Arts, **subject to the final approval of the AAIS by HED and HLC.**
- 3) Approve the Certificate of Phlebotomy with the condition that the program must become self-sustainable for the instructional costs in three phases: 50% by the end of year three

after implementation (19 paying FTE), 75% by the end of the fourth year after implementation (30 paying FTE) and 100% by the end of the fifth year after implementation (38 paying FTE). Alternatively, a new funding source different from I&G or Carl Perkins is identified. After implementation, an enrollment program review will be required in years 3, 4, and 5.

4) Approve the Certificate of Engineering Drawing and Computer-Aided Design.

APPENDIX II

To: Dr. Ivan Lopez Hurtado
Provost and Vice President for Academic Affairs
Northern New Mexico College

From:
Elimination Review Committee
Northern New Mexico College

Date: November 29, 2023

Re: Recommendations on program elimination proposals from the Department of Arts and Human Sciences (AHS)

Dear Dr. Lopez:

The seven-member Elimination Review Committee (ERC) as appointed by you have convened multiple times and reviewed all pertinent documents provided by the Institutional Research (IR) Team, the catalog, and the office of Assessment and Accreditation. The ERC also attempted to consider the entirety of the department's programs given departmental concerns regarding the student-to-faculty ratio and workload issues. After long and thoughtful deliberations, the ERC recommends not to eliminate the Associate of Arts (AA) programs in Substance Abuse Counselor, Criminal Justice, and General Psychology. In support of their recommendations, the ERC noted the following important points:

1. The original intention (and Regent's approval) to terminate the three Associate of Arts were only contingent upon the NMHED approval of the proposed Associate of Arts degree in Integrative Studies, which was rejected.
2. The 2023 program reviews for the AA in Substance Abuse Counselor, and General Psychology programs did exhibit severe deficiencies in many areas since a proper program review was not performed, and the responses were simply missing. The ERC noted that the programs are actually doing fairly well in terms of the strongest indicators of program success such as enrollment, graduation, and program economics. For example, as per the 2023 program review for AA in General Psychology, the enrollment and graduation numbers are steady for the last three years (2019-20 through 2021-22), with 11 declared majors in average and 5.67 graduates in average. Similarly, the program economics for the AA in Psychology program is positive and very healthy with a revenue to instructional cost ratio of 1.89. The enrollment and graduation rates for the AA in Substance Abuse Counselor and Criminal Justice programs show a declining trend, but they are still not alarmingly low and are performing well in terms of program economics.

3. Data provided by the IR team shows that since Fall 2019, AHS has graduated a total of 178 students in various degree programs, majority of which were in various AA degrees (97 AA degrees, and 81 BAIS degrees). A total of 72 of those 97 AA degrees (74.23%) awarded were from the three AA programs proposed to be eliminated (37 in Psychology, 21 in Criminal Justice, and 14 in Substance Abuse Counselor). ERC is concerned that the proposed elimination of the three AA programs would have direct negative impact on the graduation rates within AHS and their funding formula.
4. The program reviews by AHS pointed that the all the courses part of the AA programs will still be offered as they will be required for the various “emphases” in their BAIS programs. Given that requirement, the ERC feels strongly that it would be more prudent to keep the feeder AA programs for the various emphases in BAIS programs. Offering stackable degree programs typically attracts more students to pursue college. It will also provide students with an opportunity to get a degree in case the BAIS degree aspirants fail to continue their studies for some reason.
5. As per the analysis made by the IR team, 100% of AA in Psychology curriculum is already embedded in BAIS Psychology emphasis, which means the AA and BAIS Psychology programs are completely stackable. 78% of AA in Criminal Justice curriculum embedded in BAIS Crime and Justice emphasis. With possible better alignment of this AA program with the BAIS Crime and Justice emphasis, the program would be more successful as a feeder program to the BAIS program. Aligning and embedding the AA program in the BAIS program would also be helpful in managing many aspects of program reviews including assessment, evaluation and continuous improvement efforts.

The main recommendations of the ERC with regard to the elimination proposal of the three AA programs are:

1. The committee recommends the freezing of the AA in Substance Abuse Counselor until it can be brought back as a DAAC (Drug and Alcohol Abuse Counseling) program with internship hours and a full-time faculty member. The department should work with the Office of the Provost to create a timeline and teach out scenario for current students in the program.
2. The committee does not support the elimination of the AA in General Psychology. The courses are 100% within the BAIS degree and it provides a feeder program with a history of growth.
3. The committee does not support the elimination of the AA in Criminal Justice and recommends the alignment of the courses with the BAIS degree.

Based on the other observations made, the ERC further recommends the following improvements:

1. The department should update the website to reflect current program offerings.

2. The committee recommends that the department consider reducing the number of emphases, specifically Self-Design and Humanities, in the BAIS degree.
3. The committee recommends that the Academic Program Elimination Policy be revised. As a committee, we are not capable of writing an elimination proposal or teach out plan without department input for the Substance Abuse Counselor Associates degree.

Sincerely,


Rachel Meiklejohn, PhD

*Chief Financial Officer***NORTHERN New Mexico College**

TO: Board of Regents
Northern New Mexico College

FROM: Theresa Storey, Chief Financial Officer

THRU: Hector Balderas, President
Denise Montoya, PhD, Chief of Staff/Vice President for Finance and
Administration

DATE: December 15, 2023

RE: T-Mobile Lease Agreement

Issue:

The NNMC El Rito Campus is the host to an elevated water tower. T-Mobile West LLC is requesting to utilize a portion of the tower and ground space at the NNMC El Rito Campus through a lease agreement. This tower will be used for transmission and reception of communication signals. The initial term of the lease will be five (5) years and tenant will pay NNMC \$1,500 per month for the term of the lease. The lease will automatically renew for five (5) successive renewal terms of five (5) years each. During the successive term, the annual rent will be escalated annually by 2%. See lease documents attached which have been reviewed and approved by NNMC legal counsel.

Recommendation:

Staff recommends that the BOR approves this agreement as presented.

SITE LEASE AGREEMENT

This **SITE LEASE AGREEMENT** (this "**Lease**") is effective the date of the last signature on this Lease (the "**Effective Date**") by and between **Board of Regents of Northern New Mexico College**, a political subdivision of the State of New Mexico ("**Landlord**") and **T-Mobile West LLC**, a Delaware limited liability company ("**Tenant**").

Landlord and Tenant agree to the following:

1. **Property Description.** Landlord is the owner of the real property located at 1140 State Road 554, El Rito, Rio Arriba County, New Mexico 87530, as further described on **Exhibit A** (the "**Property**"). The Property includes an elevated water tower (the "**Tower**"). Landlord agrees to lease to Tenant space at the seventy-five (75) foot height on the Tower as well as 400 square feet of ground space plus any additional portions of the Property which Tenant may require for the use and operation of its facilities, as generally described on **Exhibit B** (the "**Premises**"). In addition to the tower and ground space specified above, the Premises, as defined, shall include, but not be limited to, the following: cable runs and associated cable trays from the base transceiver station(s) (also referred to as the BTS) to the Tower and the installation of power, telephone and other utility service cables. However, it is expressly agreed that the exact and precise location of the Tenant's Antenna Facilities (as defined below) are subject to review and approval by the planning and/or zoning boards having jurisdiction over the Property. The specific locations, number and type of equipment described in **Exhibit B** is for illustrative purposes only and in no way limits Tenant's ability to alter, replace, add to, expand, enhance, modify, supplement, replace, relocate or upgrade the Antenna Facilities (as defined below) at its discretion.

2. **Option.** Landlord grants to Tenant an option to lease the Premises on the terms and conditions described in this Lease (the "**Option**"). The option period shall commence on the Effective Date and shall continue for one (1) year (the "**Option Period**"). The Option Period will be automatically extended for up to three (3) additional and successive one (1) year periods, unless Tenant provides written notice to the Landlord of its election to exercise or not renew its Option. For each Option Period, Tenant shall pay Landlord One Thousand Five Hundred and no/100 dollars (\$1,500.00).

3. **Landlord Cooperation.** After the Effective Date Landlord shall cooperate with Tenant's due diligence activities, which shall include, but not be limited to, access to the Property for inspections, testing, permitting related to the Permitted Uses (as defined below). Tenant is authorized to sign, file, submit and obtain all zoning, land use and other applications for permits, licenses and approvals required for the Permitted Uses from all applicable governmental and quasi-governmental entities (collectively, the "**Governmental Approvals**"), and to the fullest extent necessary Landlord grants Tenant and its agents power of attorney to take all such actions on behalf of and in the name of Landlord. Landlord's cooperation shall include the prompt execution and delivery of any documents necessary to obtain and maintain Governmental Approvals or utility services. Landlord shall not take any actions which are in conflict with or interfere with Tenant's Governmental Approvals.

4. **Antenna Facilities and Permitted Uses.** Tenant leases the Premises for its equipment, personal property and improvements associated with Tenant's wireless communications business (the "**Antenna Facilities**"). The Premises may be used for the construction, installation, operation, maintenance, repair, addition, modification, expansion, enhancement, upgrading, removal, relocation or replacement of any and all Antenna Facilities (the "**Permitted Uses**") for no fee or additional consideration. The Antenna Facilities shall remain the exclusive property of Tenant and shall not be considered fixtures. Tenant, at its expense, may use

any and all reasonable means as Tenant deems necessary to control, secure or restrict access to the Antenna Facilities. Landlord hereby waives any and all lien rights it may have concerning the Antenna Facilities. If necessary to maintain service, Tenant shall have the right to locate a temporary antenna facility, (e.g. a cell-on-wheels) on the Property, including all utilities associated with the use of the temporary antenna facility. Landlord shall cooperate with the placement of the temporary facility at a mutually acceptable location. Notwithstanding anything to the contrary in the Lease, (a) if any portion of the Antenna Facilities will be installed on a tower owned by Landlord ("Tower"), Landlord warrants that the Tower has structural capacity to support the Antenna Facilities as shown on Exhibit B, (b) Tenant shall have the right to install the Antenna Facilities shown on Exhibit B at any time during the Term without any increase in Rent, and (c) during the Term, Landlord shall reserve space and loading capacity on the Tower for the Antenna Facilities shown on Exhibit B.

5. Lease Term.

a) The Initial Term of the Lease shall be five (5) years commencing on the date of Tenant's exercise of the Option (the "**Commencement Date**"), and ending on the day immediately preceding the fifth (5th) anniversary of the Commencement Date (the "**Initial Term**"). The Initial Term, together with any Renewal Terms and Extended Periods are referred to collectively as the "**Term**."

b) The Initial Term shall automatically renew for five (5) successive renewal terms of five (5) years each (each a "**Renewal Term**"), provided, however, that Tenant may elect not to renew by providing notice prior to the expiration of the then current Term.

c) Upon the expiration of the final Renewal Term, Tenant shall have the right to continue to occupy the Premises and the Term shall automatically extend for up to nine (9) successive one (1) year periods (each, an "**Extended Period**"). Landlord may elect not to renew by providing notice to Tenant at least six (6) months prior to the expiration of the then current Extended Period. Tenant may terminate any Extended Period at any time by delivery of notice to Landlord.

6. Rent/Other Charges.

a) Upon the Commencement Date, Tenant shall pay Landlord rent in the amount of One Thousand Five Hundred and no/100 dollars (\$1,500.00) per month (the "**Rent**"). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Commencement Date. Subsequent Rent shall be payable by the fifth day of each month.

b) During the Term or any Extended Period, the annual Rent shall be adjusted on each anniversary of the Commencement Date to an amount equal to two (2%) percent of the Rent in effect immediately prior to the adjustment date.

c) Rent for any partial month shall be prorated on a per day basis, based on the number of days in the month in question. Landlord shall cooperate with Tenant regarding the use of any electronic rent payment systems or the provision of any associated documentation. Tenant may condition payment of Rent and any other sums payable under this Lease upon Tenant's receipt of a duly completed IRS form W-9, or similar governmental form.

d) Any charges payable under this Lease other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord. Additionally, if it is determined by Tenant that Tenant overpaid Landlord for any charges due under the Lease, Tenant is permitted, upon written notice to Landlord, to deduct any such overpayment from Rent amounts due under this Lease.

7. **Interference.** Tenant shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants as of the Effective Date. After the Effective Date, Landlord shall not install, or permit any third party to install, any equipment or structures that interfere with or restrict the operations of Tenant. Any such interference shall be deemed a material breach of this Lease by Landlord and Landlord shall remove the cause of the interference within forty-eight (48) hours of notice notwithstanding any other cure periods in this Lease. Tenant shall have the right to exercise all legal and equitable rights and remedies to end the interference, including the right to terminate this Lease.

8. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility related equipment and/or construct and install new utility related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "**Utility Facilities**"). Tenant shall contract its own utility service directly with the utility provider, install a separate meter at its sole cost and expense and remit payment directly to the utility provider. Landlord shall reasonably cooperate with Tenant to secure its utility service.

9. **Access and Easements.**

a) Landlord shall furnish, at no additional charge to Tenant, unimpeded and secure access to the Premises including the Utility Facilities on a 24-hours-a-day, 7-days-a-week basis to Tenant and Tenant's employees, agents, contractors and other designees. In the event that Landlord does not provide Tenant with access as described, Rent will be abated for the time period where Tenant was denied access to the Antenna Facilities.

b) Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

c) Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, installation, construction, demolition and access to the Premises and any Utility Facilities (collectively, the "**Easements**"). Landlord shall not modify, interrupt or interfere with any access, communications, electricity, or other utility equipment and Easements serving the Property, except with the prior written approval of Tenant.

d) Landlord acknowledges that denial of access may adversely impact Tenant's requirement as an FCC licensee to provide 9-1-1 emergency calling services and may adversely impact Tenant's ability to provide wireless services to its customers. Failure to provide Tenant access to the Premises, as required above, within 24 hours after receiving written notice of such failure shall be deemed a material Default. In the event Landlord, its employees or agents impede or deny access to Tenant, its employees or agents, Tenant shall, without waiving any other rights that it may have at law or in equity, have the right to deduct from the Rent due

under this Lease five hundred and no/100 dollars (\$500.00) per day for each day that access is impeded or denied.

10. **Termination.** Tenant may terminate this Lease upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a Federal Communications Commission ("**FCC**") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities. Upon ninety (90) days prior written notice to Landlord, Tenant may terminate this Lease for any or no reason.

Landlord may terminate this Lease upon three hundred sixty-five (365) days prior written notice to Tenant if Landlord, in its sole discretion, determines that the Antenna Facilities irreparably interfere with Landlord's primary use of the Tower which is to store and distribute water or Landlord decides to dismantle the Tower without replacement.

11. **Casualty and Condemnation.** If the Premises or Antenna Facilities are damaged or destroyed by wind, fire or other casualty, Tenant shall be entitled to negotiate, compromise, receive and retain all proceeds of Tenant's insurance and other claims and Tenant may terminate the Lease by written notice to Landlord. If the Premises, any Easements or Antenna Facilities are taken or condemned by power of eminent domain or other governmental taking, then: (a) Tenant shall be entitled to negotiate, compromise, receive and retain all awards attributable to (i) the Antenna Facilities, (ii) Tenant's leasehold interest in the Property, (iii) any moving or relocation benefit available to Tenant and (iv) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Antenna Facilities are not operational or accessible, due to casualty, condemnation, or damages, Tenant shall have the right to abate the Rent for that period time. In addition, Tenant may terminate the Lease by written notice to Landlord.

12. **Default and Right to Cure.**

(a) The following will be deemed a default by Tenant and a breach of this Lease (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Lease within thirty (30) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant.

(b) The following will be deemed a default by Landlord and a breach of this Lease. Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Lease within thirty (30) days after receipt of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord.

13. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax paid for by Landlord which is solely and directly attributable to the presence or installation of Tenant's Antenna

Facilities during the Term. Landlord shall provide notice of any tax or assessment within fifteen (15) days for which Tenant is liable in whole or in part. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge. In the event that Landlord fails to pay any taxes or other fees and assessments for the Property, including the Premises, Tenant shall have the right, but not the obligation, to pay such owed amounts and deduct them from Rent amounts due under this Lease. Landlord shall provide Tenant with written notice of any taxes due that Landlord fails to pay.

14. Insurance and Subrogation and Indemnification.

a) During the Term, Tenant and Landlord each shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Each party may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy such party may maintain. Tenant and Landlord shall each maintain "all risk" or "special causes of loss" property insurance on a replacement cost basis for their respectively owned real or personal property.

b) Landlord and Tenant hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective first party property insurance policies for all perils insured thereunder. In the event of an insured loss, neither party's insurance company shall have a subrogated claim against the other party.

c) Subject to the property insurance waivers set forth in the preceding subsection (b), Tenant agrees to indemnify and hold harmless the Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by the Tenant or its employees, agents, contractors, licensees, tenants or subtenants of Tenant, (ii) any spill or other release of any Hazardous Substances (as defined below) on the Property by Tenant or its employees, agents, contractors, licensees, tenants or subtenants of Tenant, or (iii) any breach of any obligation of Tenant under this Lease. Tenant's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify Landlord and the Landlord's granting Tenant the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect or punitive damages or causes of loss, whether arising from breach of strict liability, contract, tort or otherwise, and regardless of whether or not such party was advised of, or should have known, the possibility of such damages. Any liability incurred by Landlord in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act. Each party shall be solely responsible for fiscal or other sanctions, penalties, or fines occasioned as a result of its own violation or alleged violation of requirements applicable to performance of this Lease. By entering into this Lease, Landlord and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitations of liability pursuant to law. No provision in this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

d) Tenant shall not be responsible or liable to Landlord or any third party for any claims, damages, costs, expenses, including liens, fines, penalties or other enforcement actions, attributable to any pre-existing violations of applicable laws, codes, ordinances or other regulations relating to the Property (collectively, "**Pre-Existing Violations**"). To the extent Tenant is or may be required to cure such Pre-Existing Violations in order to obtain any Governmental Approvals for its Permitted Uses of the Premises, Tenant shall

have the right, but not the obligation, to cure such Pre-Existing Violations and deduct the curative costs from Rent payable under this Lease.

e) The provisions of subsections (b) and (c) above shall survive the expiration or termination of this Lease.

15. **Notices.** All notices, requests, demands and other communications shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant, to:

T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/ NM03037A

If to Landlord, to:

Board of Regents of Northern New Mexico College
Attn: Vice President for Finance and Administration
921 Paseo de Oate – Administration Building
Española, NM 87532
Email address: denise.montoya@nnmc.edu

Per the W-9 Form Rent is to be paid to:

Norther New Mexico College
Attn: Chief Financial Officer
921 Paseo de Oate – Administration Building
Española, NM 87532

16. **Quiet Enjoyment, Title and Authority.** Landlord covenants and warrants that: (a) Landlord has full right, power and authority to execute and perform this Lease to grant Tenant the leasehold interest and Easements contemplated under this Lease; (b) Landlord has good and unencumbered title to the Property, free and clear of any liens and will not interfere with Tenant's Permitted Uses and any rights under this Lease; (c) the execution and performance of this Lease shall not violate any laws, ordinances, covenants, or the provisions of any Mortgage, lease, or other agreement binding on Landlord; (d) Tenant's use and quiet enjoyment of the Premises will not be disturbed; and (e) Landlord will be responsible, at its sole cost and expense, for maintaining all portions of the Property, except for Tenant's Antenna Facilities and equipment, in good order and condition and in compliance with all applicable laws, including without limitation, the roof and its weatherproof membrane, any support structure owned by Landlord, HVAC, plumbing, elevators, landscaping and common areas.

17. **Environmental Laws.** Landlord and Tenant shall comply with all federal, state and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance or regulation as hazardous, toxic or dangerous (collectively, the "**Hazardous Substances**"). Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord represents that it has no knowledge of any Hazardous Substances on the Property.

18. **Assignment.**

a) Tenant shall have the right to assign, sublease or otherwise transfer this Lease, upon written notice to Landlord. Tenant shall also have the right to provide access and easement rights existing under this Lease, for the purposes of bringing in Utility Facilities, including fiber equipment. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.

b) Landlord shall have the right to assign and transfer this Lease only to a successor owner of the Property. Only upon Tenant's receipt of written verification of a sale, or transfer of the Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Lease. Until Tenant receives required information and documents, Tenant shall not be responsible for any failure to make payments under this Lease and reserves the right to hold payments due under this Lease. Landlord shall not attempt to assign, or otherwise transfer this Lease separate from a transfer of ownership of the Property (the "**Severance Transaction**"), without the prior written consent of Tenant, which consent may be withheld or conditioned in Tenant's sole discretion. If Tenant consents to a Severance Transaction, Landlord and its successors and assigns shall remain jointly and severally responsible for the performance of all duties and obligations of the Landlord under this Lease.

19. **Relocation.**

a) Landlord must provide Tenant at least six (6) months written notice of any repairs, maintenance or other work (the "**Work**") during the Term of the Lease which would require the temporary relocation of the Antenna Facilities. Landlord agrees that the Work will not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord will reimburse Tenant for all expenses incurred by Tenant required to accommodate the Work and impose no additional fees, considerations, or conditions upon Tenant. If necessary, in Tenant's sole determination, Tenant may elect to install a temporary communications facility (e.g. a "cell on wheels," or "COW") in another mutually agreeable location on the Property that provides Tenant coverage and service levels similar to those of the Antenna Facilities at the original location, while the Work is being performed. Tenant shall have the right to reinstall its Antenna Facilities immediately upon the completion of the Work. Tenant or its designee shall have the right to accompany Landlord, its agents or contractors whenever the Work is being performed on the Premises. Notwithstanding anything to the contrary, Landlord shall not have the right to permanently relocate the Antenna Facilities except as set forth herein.

b) If Landlord desires to redevelop, modify, remodel, or in any way alter its Property or any improvements thereon ("**Redevelopment**"), Landlord shall in good faith use its best efforts to fully accommodate Tenant's continuing use of the Premises. If both parties to this Lease determine that the Redevelopment necessitates permanent relocation of the Antenna Facilities, Landlord shall have the right, subject to the following provisions of this section, to relocate the Antenna Facilities, or any part thereof, to an alternate location on the Property (the "**Relocation Premises**"), provided, however, that: (i) Landlord may only relocate Tenant once during the Lease; (ii) Landlord may only relocate Tenant after the Initial Term; (iii) Landlord must give Tenant at least twelve (12) months' written notice prior to such relocation; (iv) all costs and expenses associated with or arising out of such relocation (including, without limitation, approval and permitting costs) shall be paid by Landlord; (v) such relocation shall be performed exclusively by Tenant or its agents; and (vi) such relocation shall not limit or interfere with Tenant's Permitted Uses of the Premises. Landlord shall exercise its relocation right by delivering written notice to Tenant pursuant to the Lease and shall identify in the notice the proposed Relocation Premises on the Property. If, in Tenant's reasonable judgment, no suitable Relocation

Premises can be identified on the Property, then Landlord shall not be permitted to exercise its relocation right under this section.

20. **Marking and Lighting Requirements.** If any tower or other support structure for Tenant's Antenna Facilities is owned by Landlord, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration and the FCC.

21. **Miscellaneous.**

a) The prevailing party in any litigation or other legal proceedings arising under this Lease (including any appeals and any insolvency actions) shall be entitled to reimbursement from the non-prevailing party for reasonable attorneys' fees and expenses.

b) This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements with respect to the subject matter and Property. Any amendments to this Lease must be in writing and executed by both parties.

c) Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure and protect Tenant's rights in, or use of, the Premises. Landlord shall execute and deliver: (i) a Memorandum of Lease in substantially the form attached as **Exhibit C**; and (ii) if the Property is encumbered by a deed, mortgage or other security interest (each, a "**Mortgage**"), a subordination, non-disturbance and attornment agreement using Tenant's form.

d) This Lease shall be construed in accordance with the laws of the state or territory in which the Property is located, without regard to the principles of conflicts of law.

e) If any term of this Lease is found to be void or invalid, the remaining terms of this Lease shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

f) Each party hereby represents and warrants to the other that this Lease has been duly authorized, executed and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Lease.

g) If either party is represented by any broker or any other leasing agent, such party is responsible for all commission fee or other payment to such agent.

h) This Lease and the interests granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

i) This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed, scanned and emailed copy and electronic copies of this Lease shall legally bind the parties to the same extent as original documents.

LANDLORD: Board of Regents of Northern New Mexico College

By: _____

Printed Name: _____

Title: _____

Date: _____

TENANT: T-Mobile West LLC

By: _____

Printed Name: _____

Title: _____

Date: _____

T-Mobile Legal Approval

**EXHIBIT A
Legal Description**

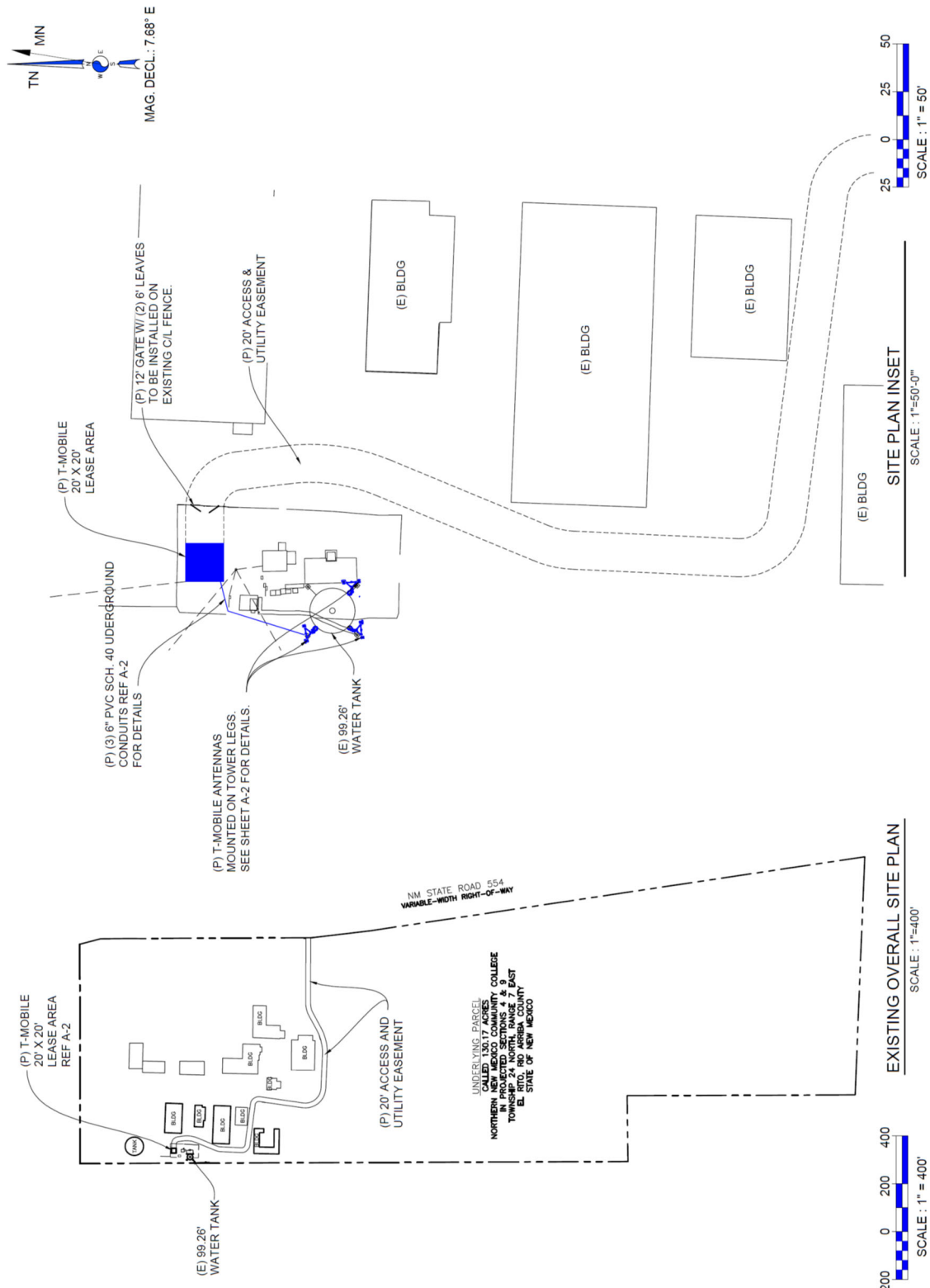
Property address of 1140 State Road 554, El Rito, NM 87530
Assessor's tax parcel number of 1039143450464

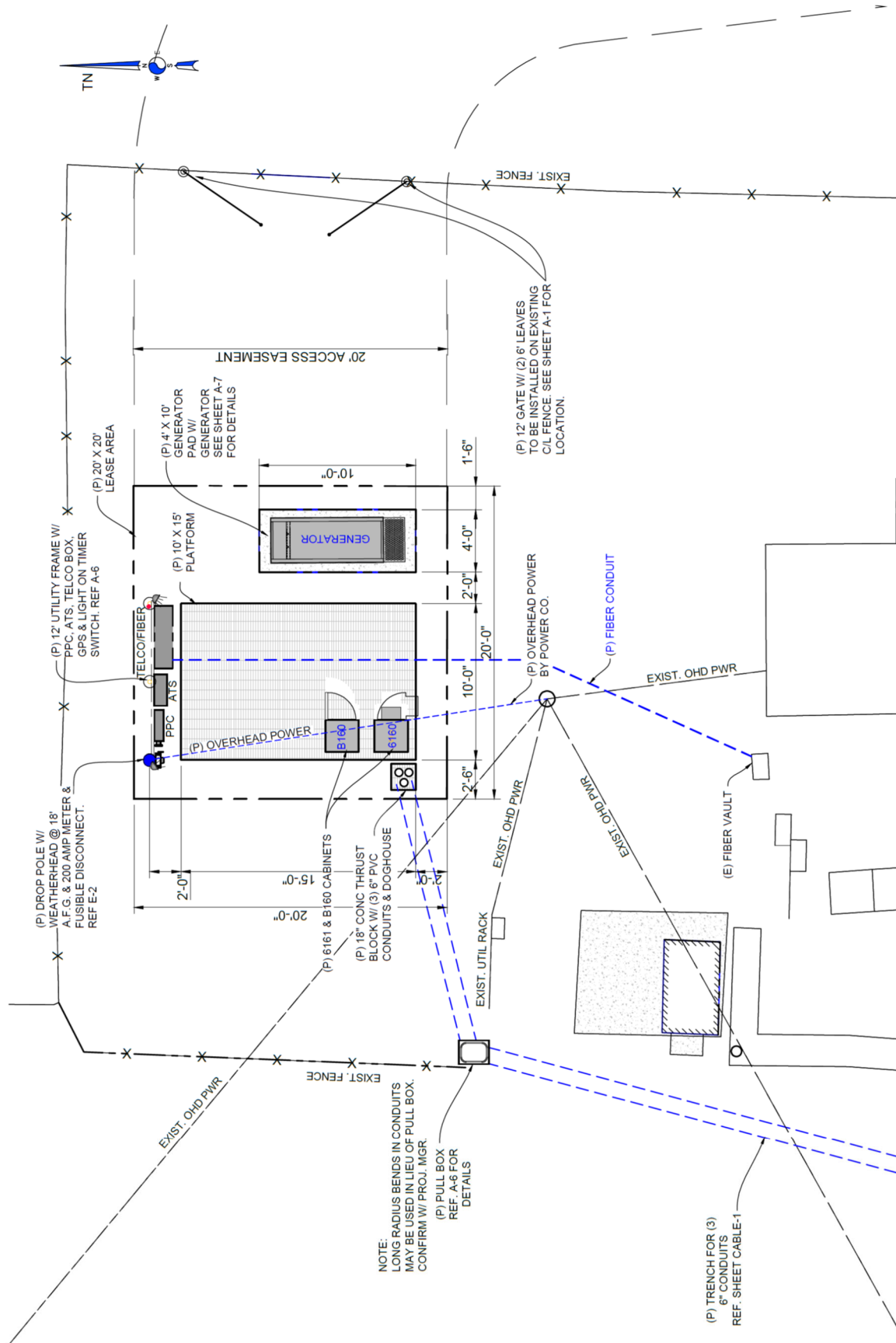
The Property is legally described as follows:

**130.17 ACRES
NORTHERN NEW MEXICO COMMUNITY COLLEGE
IN PROJECTED SECTIONS 4 & 9
TOWNSHIP 24 NORTH, RANGE 7 EAST
EL RITO, RIO ARRIBA COUNTY
STATE OF NEW MEXICO**

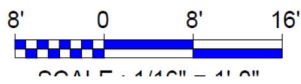
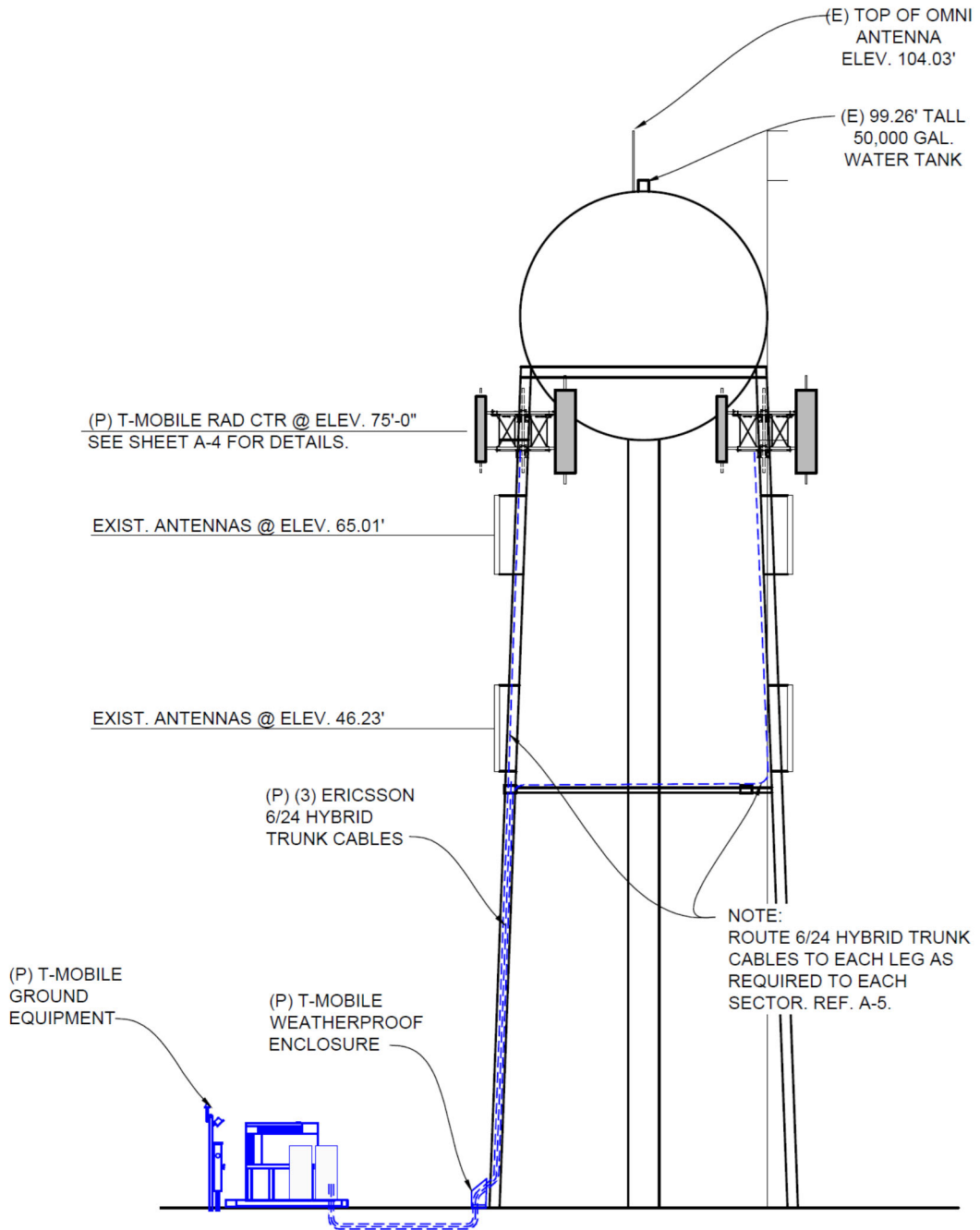
EXHIBIT B

Subject to the terms and conditions of this Lease, the location of the Premises is generally described and depicted as shown below or in the immediately following attachment(s).



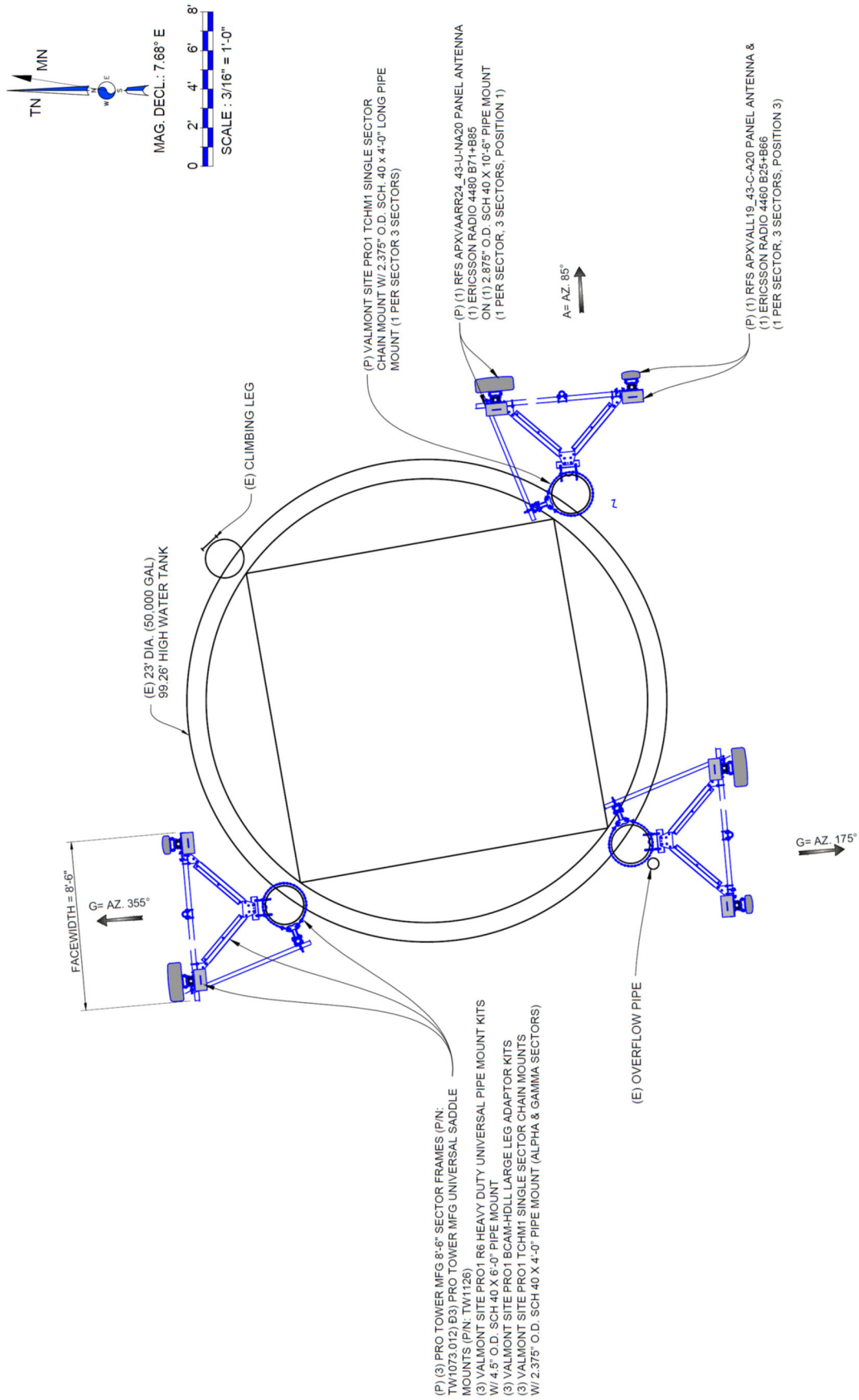


SITE PLAN
SCALE: 1/16" = 1'-0"



PROPOSED TOWER ELEVATION

SCALE : 1/16" = 1'-0"



PROPOSED ANTENNA PLAN
SCALE : 3/16" = 1'-0"

EXHIBIT C
Memorandum of Lease

(Separate Document to be Executed)

**Memorandum
of
Lease**

After Recording, Mail To:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance
Site Number: NM03037A

APN: 1039143450464

MEMORANDUM OF LEASE

A Site Lease Agreement (the "Lease") by and between **Board of Regents of Northern New Mexico College**, a political subdivision of the State of New Mexico ("Landlord") and **T-Mobile West LLC**, a Delaware limited liability company ("Tenant") was made regarding a portion of the following property (as more particularly described in the Lease, the "Premises"):

See Attached **Exhibit A** incorporated herein for all purposes.

Without limiting the terms and conditions of the Lease, Landlord and Tenant hereby acknowledge the following:

1. Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Lease.
2. Pursuant to the Lease, Landlord has granted Tenant an option to lease the Premises (the "Option") on the terms and conditions described in the Lease. The Option is for an initial term of one (1) year commencing on the effective date of the Lease, and will be extended for up to three (3) additional and successive one (1) year periods unless Tenant provides written notice to exercise or not renew its Option.
3. Provided that the Option has been exercised by Tenant, the initial term of the Lease shall be for five (5) years and will commence on the date that Tenant exercises its Option.
4. Tenant shall have the right to extend the Lease for five (5) additional and successive five (5)-year terms which may be extended for up to nine (9) additional and successive one-year periods.

- 5. This memorandum is not a complete summary of the Lease. It is being executed and recorded solely to give public record notice of the existence of the Option and the Lease with respect to the Premises. Provisions in this memorandum shall not be used in interpreting the Lease provisions and in the event of conflict between this memorandum and the said unrecorded Lease, the unrecorded Lease shall control.
- 6. This memorandum may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto were upon the same instrument.

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.

LANDLORD: Board of Regents of Northern New Mexico College

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Execute As Separate Document
Example Only

TENANT: T-Mobile West LLC

By: _____
 Printed Name: _____
 Title: _____
 Date: _____

Execute As Separate Document
Example Only

**Memorandum of Lease - Exhibit A
Legal Description**

The Property is legally described as follows:

**130.17 ACRES
NORTHERN NEW MEXICO COMMUNITY COLLEGE
IN PROJECTED SECTIONS 4 & 9
TOWNSHIP 24 NORTH, RANGE 7 EAST
EL RITO, RIO ARRIBA COUNTY
STATE OF NEW MEXICO**