

**NORTHERN NEW MEXICO COLLEGE**



**NORTHERN NEW MEXICO COLLEGE  
BOARD OF REGENTS**

**MAY 29, 2026**

# NORTHERN New Mexico College



## **NOTICE**

The Board of Regents of Northern New Mexico College will hold a regular meeting on **Friday, May 29, 2026 at 9:00AM**, Via Zoom and in person at Northern New Mexico College, Board Room, Española Campus, Española, New Mexico.

Join Zoom Meeting

<https://nnmc.zoom.us/j/93884181987>

## **FINAL 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. Governance Committee
    - 5. HERC Committee - Informational
- V. APPROVAL OF MINUTES - Action Required**
- VI. PRESIDENT’S REPORT AND ANNOUNCEMENTS**
  - A. Celebrate Northern – Informational
  - B. CUP/NMICC Report – Informational
  - C. NNMC Foundation – Informational
  - D. Introduction of Staff and Faculty – Informational
- VII. FACULTY SENATE PRESIDENT REPORT**
- VIII. STUDENT SENATE PRESIDENT REPORT**
- IX. STAFF SENATE REPORT**
- X. STAFF REPORTS**
  - A. Vice President for Finance & Administration
    - 1. Northern Federation of Educational Employees, AFT-NM, AFL-CIO Non-Exempt Staff Unit Collective Bargaining Agreement – Action Required
    - 2. Northern Federation of Educational Employees, AFT-NM, AFL-CIO Adjunct Faculty Bargaining Unit Collective Bargaining Agreement – Action Required

3. Northern Federation of Educational Employees, AFT-NM, AFL-CIO Full-time Faculty Bargaining Unit Collective Bargaining Agreement – Action Required

B. Provost & Vice President for Academic Affairs

1. Updates to Faculty Handbook - Action Required
2. Reinstatement of AA Substance Abuse Counseling - Action Required

**XI. 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

**XII. VOTE TO REOPEN MEETING** - Certification that only those matters described in the Executive Session Agenda were discussed in the closed session; if necessary, final action with regard to certain matters will be taken in Open Session

**XIII. 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.***

Office of the President

# NORTHERN New Mexico College



## **MEMORANDUM**

**To:** Board of Regents  
Northern New Mexico College

**From:** Hector Balderas, JD, CFE  
President

**Date:** May 29, 2026

**Re:** Board of Regents Meeting Minutes

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### 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 the regular meeting of April 24, 2026.

# NORTHERN New Mexico College



## BOARD OF REGENTS SPECIAL MEETING

### MINUTES

APRIL 24, 2026

A Regular Meeting of the Board of Regents of Northern New Mexico College was held on Friday, April 24, 2026 Via Zoom. Regents Present Via Zoom: Michael A. Martin, Erica Velarde, Ruben Archuleta, Ron Lovato and Dolores Gurule. Regent Lovato joined the Board of Regents meeting at 9:30AM.

Northern New Mexico College Staff Present: President Hector Balderas, JD, CFE, Theresa Storey, Chief Financial Officer/Compliance Officer, Matthew Baca, General Counsel, Scott Stokes, Chief Information Officer, René Vellanoweth, Provost & Vice President for Academic Affairs, Juan Gallegos, Windows System/Information Security Administrator, Kristy Alton, Director, Title V, Carmella Sanchez, Director Institutional Research, Khiana Valencia, Student Care Specialist, Sara McCormick, Career Services Specialist, Anjel Romero, Library Access Services and Operations Manager, Vince Lithgow, Accountant III, Sandy Krolick, Creative Director, Communications & Marketing, Emma Hashman, Director, Admissions, Sondra Adams, Interim Associate Vice President, Milam Shaw, Communications Coordinator, Josef Weese, Distance Education Coordinator, Sally Martinez, Executive Assistant to the Provost & Vice President for Academic Affairs, Stephanie Sandoval, Interim Human Resources Director, Evette Abeyta, Budget Director, Stephanie Vigil Roybal, Director, CAMP, Ambrosia Tuero, Director, Advisement, Michelle Martinez, Data Coordinator/Admin., Cindy Martinez, HR Admin/Tech, Arin McKenna, Staff Writer/Reporter, Christian Gomez, Technical Trades Academic Advisor, Geno Trujillo, Director, Security, Marcel Povijua, Payroll Officer and Amy Peña, Executive Office Director/Board secretary.

Faculty Present: Scott Braley, Faculty Senate President, Sondra Rodriguez, Rhiannon West, Sneha Chakradhar, Ashis Nandy, Joseph Padilla,

Others Present: Cipriano Marquez, Student Senate, Lauren Dunbar, Jake Arnold,

## **I. CALL TO ORDER**

Chairman Martin called the meeting to order at 9:07AM.

## II. APPROVAL OF AGENDA

Chairman Martin stated there would be a few changes to the agenda. We will strike the Academic and Student Affairs committee from the agenda as they did not meet this month. We will not have a Student Senate Report or a Staff Senate Report. With these changes, Chairman Martin entertained a motion to approve the agenda.

**Regent Gurule moved to approve the agenda as amended. Second – Regent Velarde. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Gurule – yes. Motion passed unanimously.**

## III. PUBLIC INPUT

Lauren Dunbar presented a statement to the Board of Regents (attached).

President Balderas stated we appreciate the input and feedback. We always welcome not only ideas but the dialogue and the discussion. He will say that some of the issues Ms. Dunbar raised, most importantly, the legacy issues where students have not been provided service. For instance, we don't have a very basic communication system in our institution that students receive in other institutions. The HUB is fully funding that without any compensation cuts or any taxpayer revenue coming from this institution. So, Ms. Dunbar's feedback and input, her priorities and concerns are right on. President Balderas stated that he would suggest that, as a fiduciary, he would only bring a model that would help improve the capacity issues that Ms. Dunbar is talking about. Ms. Dunbar stated understood. President Balderas stated and just for the audience, the HUB is bringing \$3 million that's not currently in this budget and the staffing issues that Ms. Dunbar is raising that have never been addressed in over decades and the lack of technology, students are being communicated to in a way that Amazon and Facebook even as we are online shoppers ourselves, we don't have a basic CMS system, which is the client management or communication management system. We purchased that with taxpayer money six or seven years ago and never implemented it. The HUB is absolutely helping with that project management. So, we can get that CMS system up and online and we are not going to disrupt in any way. President Balderas stated he wants Ms. Dunbar to know the HUB, a lot of this is misinformation coming directly from source providers that we've provided information to and they're misinforming and he will give two examples. The first is all the issues that Ms. Dunbar is raising. The HUB is actually trying to intend to fix those. So, the lack of technology...Ms. Dunbar asked to interject

and asked how the HUB is going to account for students that are physically here? General Counsel, Matt Baca stated not to get into a debate. President Balderas stated the HUB is a completely online system. Mr. Baca stated this isn't open. President Balderas stated he understands that and asked to let him finish the two points that he wants to make very clear, because there's structural misrepresentation, not from you, but he is convinced from people that are subject matter experts. President Balderas stated the first is we have three online programs already that were here before the President got to NNMC. Nursing, which was struggling in enrollment. Business, which Dr. Baca has done a phenomenal job and Education. We're currently online. They're doing amazing work with no resources. The HUB is going to provide hundreds of thousands of dollars of advertising for those programs. Secondly, the student services challenges that you're raising are very important. Right now, the Department of Education, Nursing and Business are getting overwhelmed with the lack of student service support. The HUB. Is going to bring completely independently paid employees that are going to work for those three programs. So, to reduce the burden of what you're describing. Northern employees will have the first priority at applying for those jobs. So, the HUB is not a new thing, we're just simply bringing resources to our current online program where we actually take credit for those 1,500 enrollments are some online students. So, President Balderas stated, he just wants to assure Ms. Dunbar, because her comments are taken very seriously that he works for her as well, and the issues that she is raising, some of them, he wants Ms. Dunbar to know that they think very alike but we're not taking resources or burdening the current departments that are overwhelmed. These are new services that we are using independent funds to pay for and he will even say it this way, you've been running an online school competing, in other words, trying to provide student support services, trying to survive in rural nursing right now, and so these are new resources. It's a complete, it's projected to be \$1 million per year for three years. The other thing President Balderas wants Ms. Dunbar to know is Northern was picked because of who we are to lead a statewide initiative to try to keep New Mexico students in State rather than applying to out of state online schools. President Balderas stated he would love to sit with Ms. Dunbar and any leadership to really clarify what the roll is of the HUB because that's outright misinformation. Here's the final one, the \$3 million we're dumping into this school for advertising, support staff and marketing, the three programs that we already have. We get to keep the revenue and build capacity into where you're already struggling. It's one of the first revenue generators that we've ever been invested to bring in outside resources, taxpayer money, so that we could grow. So, President Balderas stated he just wants Ms. Dunbar to know, we own the enterprise. All the advertising that's being produced with this money, the college is having a say in it, and

then finally, now, the President Balderas does feel there's probably a pressure on always bringing the truth to power both ways. President Balderas thinks there's a little bit of concern because they're worried the HUB, it's going to provide and accelerate services that students have had to sacrifice without, and it's putting a little pressure, political pressure on us to look at our own practices and how well we return around transcript requests, credits, how do, how well do we truly service and respond to the student. President Balderas thinks there might be a little bit of pressure, like, wait a minute. The online HUB system might be faster at getting students credits and scheduling and transcript review and we take longer because we're understaffed or two, so President Balderas welcomes the dialogue and the discussion. President Balderas stated he would love to sit with any and all groups to talk about the enterprise aspect of the HUB because it is scary and it is moving fast but he'll use the final example. We could not upload Slate, which is a client management service and how we communicate to students. Imaging being able to put in a schedule and say, oh my gosh, we're scheduling around the student's needs and there are some legacy issues, like, we don't offer always the credits that students need, as Ms. Dunbar said. President Balderas stated he would assure Ms. Dunbar that we are looking into those issues but he thinks the HUB is driving the concern of some staff to say, well, we don't have the staff to improve those services and the HUB's going to make us look bad, but that's not true. The HUB is something that's going to be integrated, you're going to own it, and we would never, do anything to, to put more burden on these current employees. They're amazing. President Balderas stated he wanted to admit to, Ms. Dunbar deserved a response. She raised great questions and he always wants her to feel like on any issues, you should get an immediate response from the President on good issues that you raise. President Balderas thanked Ms. Dunbar for presenting and Chairman Martin stated he looks forward to having her come back and be with the Board of Regents monthly if she would like.

Ms. Dunbar stated of course, she just, she just wants them to understand that she loves this college. Northern changed her life. She escaped domestic violence and this college has changed her life. The professors here have changed her life. She loves this community, she does research in this community and it's not just about her, because she is going to be here for the next three years. This is about all of these students, because when they do well and they get their degrees, and they go out into the world, they make our community a better place and once she is done with her academic journey, she wants to come back to Northern and she wants to teach and she wants to give back to this community that helped her become who she is and is helping her become who she is

supposed to be. So, she just wants to let the Board know that, guys, she loves this community and she loves this college, and that's why she is so concerned.

President Balderas stated he would like to commit to Ms. Dunbar, he wants her to stay engaged on this issue and he wants her to feel safe and feel like she can continue to monitor the anxieties, and especially the discussion and debates and he even used the word and it's a strong word, misinformation. President Balderas stated we want to commit to Ms. Dunbar the he doesn't use that word lightly, he will sit with any and all voices but he wants her to be there because he wants her to continue to advocate for the college, and he thinks it takes a lot of courage to be connected to the community, feel what they're feeling and then you've got plenty of things to do in your life but to jump in and flex your own leadership and voice, we welcome that, and he wants to really give her a lot of credit for that this morning. Thank you.

Chairman Martin stated he is a concerned that we've had this problem before about not having courses available for the students when they need them and so that needs to be our priority. Chairman Martin asked Provost Vellanoweth if he agrees. Provost Vellanoweth stated yes, it's definitely a priority and examining the entire academic ecosystem and the scheduling semester to semester is something that we're critically examining for the benefit of students absolutely, so all programs, the courses we schedule, how we schedule those things, yes, it's, Provost Vellanoweth is currently in the process of doing a deep dive into all of that data. The idea was I was going to spend this year assessing a variety of aspects of our student success as well as our academic success parts of the college and then working with the chairs and working with the faculty to understand where we need to go to develop a sustainable college, to develop a college that reflects our communities, to develop a college, if we're not already there, that leans into the cultural heritage of what and who.

Chairman Martin stated he believes we've increased enrollment about 56% since President Balderas stated, so, we've had some growing issues, too, haven't we. Provost Vellanoweth stated we have had some growing issues. He would say growth in the landscape of higher education today is a good thing. We see institutions across the country where the pattern is just the opposite, where we're seeing decreases and we're going to be up against demographic cliff, that he is compiling loads of data so the college can understand what we need to do to maintain, and this is where it's extremely important to maintain and this is where it's extremely important to maintain quality academic but also a sustainable model that allows us to go into the future so we can, we

can make differences to the future students, like Laure, and thank you for that. It was very eloquent, very important member of this community and that you say you want to come back is very meaningful to me. But we need to also make sure that what we're doing, the Lauren's of the future and the Lauren's after that, also are impacted by our college and the positive ways that our faculty and our programs have impacted Lauren.

Chairman Martin thanked Ms. Dunbar and stated we really appreciate her input and look forward to hearing from her again. Ms. Dunbar thanked Chairman Martin.

Regent Velarde stated she would like to thank Ms. Dunbar and she appreciates her speaking up, it's something she experienced at Northern. She had to take Chemistry 2 before she could take Chemistry 1 because Chemistry 1 was offered in the sprint but Chemistry 2 was offered in the fall and if she didn't, it was going to put her back, like, a whole year in order to get her degree and luckily her advisor was able to, she doesn't know what he did but he got her into Chemistry 2 which she barely passed because she didn't have Chemistry 1 and she was like, oh, okay, this is why you're supposed to take them in sequential order, okay. But so, she understands that plight firsthand. She appreciates Ms. Dunbar coming up and giving us the information because, you know, if we don't have people speaking up, then sometimes we don't know, right? We're limited. So, she really appreciates her time and thank you so much.

#### **IV. PRESENTATION OF AUDIT BY EXTERNAL FINANCIAL AUDITORS**

Chairman Martin asked Jose Ortiz with TKM to present the audit (attached).

Mr. Ortiz stated so, yeah, let's, let's wrap this up. Mr. Ortiz stated he knows, you guys are eager to jump back into it now, coming up to the end of the year and stated his name's Joe Ortiz. Mr. Ortiz is the audit partner for TKM and he had his audit team as part of our engagement out here, and virtually, throughout, gosh, from...he would say September, all the way up until March. So, you know, quote a bit of work this year and he will get into that a little bit but Mark Santiago, CPA, he was also an audit, he was one of the audit managers on the engagement. They had Richard, as well as on it as an audit manager and then a couple other senior auditors, and of course their staff as the college have pretty complex financial statements, not as many funds as you see in governmental, but one fund that, that is very complex, right? So, they also had some issues, right, at the Fed... at the federal level. So, they performed the financial statement audit for the foundation, for the college, and single audit for the college as well, right? They usually get what they call uniform guidance from the White House in about, you know, a June-July timeframe before the audit even starts. They didn't get that uniform guidance until

the day before Thanksgiving. So, the Office of the State Auditor was able to extend some deadlines for them and that's why we saw it stretch out quite a bit. So, the foundation, their audit was due December 1st, the same deadline as usual. December 1st, they pushed the financial statement portion of your audit to December 1st. They got it in before then as well and then the single audit wasn't due until February 9th, because they got the uniform guidance so late. That uniform guidance really tells them what they have to look at when it comes to major federal programs at this level. Without that, they can't wrap up the audit. It just could be changes, it couldn't be changes. Fortunately, there wasn't a whole lot, but, so they were able to wrap up this new audit pretty quickly once they got late (inaudible) as well. So, he just wanted to give that kind of preface as to why there's so many different reports this year. But first and foremost, one of the things they always communicate at the beginning is their responsibilities to the College as the auditors. First, it's to form and express the opinion on the financial statements and also on your compliance with that uniform guidance of the federal programs that you receive. So, they give something called reasonable assurance in that, right? They are not testing 100% of your transactions. They consider things like risk, they look at the college's internal controls, policies and procedures, they look at, materiality, right? So, when they're pulling items, they don't want to look at small numbers that they're pulling items. They want to look at the items that are really going to be impacted financially if they were excluded or improperly included. So, a lot of different things that they used to make sure they're giving an effective and efficient audit, and that reasonable insurance. Throughout the audit, they're also required to communicate any kind of significant matters that come up related to accounting matters, auditing matters, any kind of non-compliance laws, regulations and contracts, grants, things such as that and then, required to be independent, so every time they start the audit at the beginning of the year, they get, they give their current staff, a listing of all our clients, and ask them if they have any kind of relationship with people who are over the Regents, anyone who can have influence on the finances, and of course, we maintain that auditor independence throughout the years. At the end of the engagement, he always likes to talk about, reinforced management responsibilities, so that will be the next slide that they walk about which is the main thing the Board is responsible for. It really is three components. It's the design and implementation of internal controls, policies and procedures. To protect the college's financial statements and also be in compliance with grants and contracts and laws. The other is preparation U.S. Generally Accepted Accounting Principal Financial Statements, So, although they prepare those for the college as part of their non-attest services, really, that information is assumed that responsibility by the college once it renews them, and say, hey, we want to make some changes here, you know, they will have those discussions, ultimately sign a quote a management representation letter saying you take full responsibility and then also, requirements to be, the college is responsible for compliance with applicable laws and regulations.

Mr. Ortiz stated we will talk about the corrected misstatements. So, he will say, when an audit, usually when we talk about corrected misstatements, they're solely usually

identified by the auditor. On this case, it was proposed by the colleges own team. So, there was a missing subscription on the books, just due to errors, there was an interpretation that was misinterpreted in prior year. They went back and reviewed that that subscription this year and said, you know what, this should have been probably an asset and a liability in prior years, so we're going to do a restatement to get it on the books and properly include it. So, this was something identified by the college, not by the auditors. They do have to test that assurance that it should be a restatement. They agreed with management and they made that, they included that as an audit in terms of finances of this, uncorrected misstatements. So, this looks like a large dollar amount. Now, to individual would be right, but the college, they consider materiality. As he stated, Mr. Ortiz said, you know, they're looking at total assets and total revenues and they have this thing called materiality number. He can't disclose this as it's a magic number they use. To make sure we're in conformance with their standards. Well, this is well below that 3-hour level, it was related to a sale, you know, it could have... it could...be more cumbersome administratively for the audit, and management decided to pass on it this year. They are just required to communicate that. It's not a finding or anything like that. It's just something that they have to consider, because it could impact future fiscal years under audit, because they have to accumulate this over time. It'll fall off at some point, but it's something they do have to communicate disagreements with management, there were none. You know, sometimes there are, and there's a lot of contentious on findings and things like that. He means, the college has done a lot of work to clean up, all the prior issues and done a great job, right? So, even in those times where the college didn't have the screenings, your team is very easy to work with and collaborative, very responsive, so...no disagreements with management. Significant issues discussed with management prior to retention. There were none. That's it. He doesn't know, they don't work on contingency or anything like that, right? So, nothing really to discuss there. No difficulties encountered during the audit. Sometimes there are some difficulties in getting what they call PVS, which are all the college's supporting document for the financials but like he said, the team is very ready for the audit once they are here. They're proactive in getting things sent over, so, they didn't have any kind of difficulties working with your team. Significant accounting essence. Mr. Ortiz stated he is going to talk a little bit about, what these are and why they're important. So, standards require them to communicate these because these could present potential bias in the financials to either understate or overstate an asset or a liability. Allowance for doubtful accounts, that's surrounding your accounts receivables, and saying, you know, 100% is collectible versus 80%, that's a significant estimate for the college. They have the estimated useful buys of capital assets, so you're aware that makes up a lot of the colleges. Statement of, financial position, net position, sorry. That's basically the college's balance sheet, large balance on there, right? So, that's going be significant at one...for you guys throughout the life of the college, as you continue to make improvements. Also, saying an asset, right, will last five years versus eight years, 15 years versus 30, you know, that's an estimate that could differ from actual results. The bi one of some of the big ones is the net pension and the OPEP liabilities related to the, you

know pair and ERP. These are big ones, just because they span out 30 years, right? They're making estimates over death rates, retirement rates and things like that. So, those are all made up by the actuaries and the State's kind enough to do that work for us, so we just really role this forward as a professional courtesy for the college and then lease and subscription inputs as you mentioned. This one was misinterpreted last year, right? So, that was changing interpretation for this year because of different estimates, such as lease term, interest rates, is there a counseling clause in there? You know does it cross that threshold for the college to be included? That's going to be one that continues to be a significant estimate for you all. And the, of course, investments, for the foundation, determining market values are up to interpretation by the markets, right? And similar assets out there on the market. Accounting policies for you all, you did adopt GASB 101 compensation absences. You know, GASB likes to keep them busy, unfortunately, they changed that a little bit, where now you have to accrue sick leave, even if you don't pay it out, and other compensations even if you don't pay it out. They're expected to be used within a year. They want you to determine what that one-year amount equals to as far as monetary value, so... the college's team did, he believes, probably like, a 3-year look back. He can't recall, it's been a while but...and determined what that estimated would be for this fiscal year, what they expect to use in 2026, as far as, you know, sick leave and other compensated absences. So that brings us to the opinions. So again, they give reasonable assurance, and there's...three of them. So, the financial statements this year in a single audit, these were issued separately, and we'll talk about that timeframe here in a moment, but those were separate issued this year. Typically, they're together. They're all one report and under one cover. Because of the delays and things like getting the college's financial statements done so the college can use them for capital outlay during session, things like that, and with the college's grantors. They wanted to get those out as soon as possible. Specifically, VFA was very, pressuring for quick issuance, even though there was that delay. So, they were, gave a clean opinion on the financial statement. They all booked audit, right. So, that means that anyone who picks up the college's financial statements can rely on those to a reasonable level of assurance. So, they can make decisions to give the college grants, loans, you know, legislature can make a decision on capital outlay and thing like that. And then single audit, the college also got an unmodified opinion. Mr. Ortiz doesn't want to downplay any of these opinions because they're very hard to get to. As they were aware, you know, it takes a lot of work to make sure the college has the policies, the procedures, the talent in place to make sure these are all getting implemented. For your single audit, we tested two programs which is a research and development cluster and then student financial aid cluster within those programs, there's programs. In total, they tested 8 programs so it's a lot of work for the college's team to pull that information. A lot of interviews, a lot of walkthroughs of what the college is doing to ensure compliance with these federal programs. So, great job. No findings on that one, specifically for any of those programs, which is a really big deal so he wants to make sure the college gives itself kudos there and the college's team because it is a lot of work to get through. These single audits and make sure you don't get any findings. So, great job there, especially

with the delay with the uniform guidance, right? You don't even know it's a... really what they're going to be looking for ahead of time so, and then the foundation, that's probably the easiest one for the college because it's significantly just investments. That was also a clean opinion. So, clean opinions across the board, that's basically the gold star on your financial assistance. Mr. Ortiz thanked the Board of Regents and the College's team for being so easy to work with and giving us the information in a timely manner. And then, we'll go to the next slide. There were a couple findings that came up. There is a typo on this one that I'll clarify with you all in a moment. But the first, talking about prior year finding, there was the improper payroll last year. That was resolved, that went away, so we followed on that, make sure that the College can put procedures in place to ensure that that was made correctly, and it was. So, no issues there. So, there were a couple new findings, nothing that screens, too loud, no material weaknesses, which you don't want, right? So...they did have that restatement. When there are restatements, that means that there was a break-in in federal approval at some point. This one was actually brought up by the College's team, right? So, they didn't identify it through their procedures. They were very transparent, said, hey, we want to be clear with you guys, there's going to be a restatement. Whether a restatement typically warrants some kind of finding even if they feel like it's rectified in that same year, state auditor will likely want to come through. So, get ahead of it, the college team and TKM, they all sat together, and they gave us...they tested that research was accurate, per their surgeons, it was, and then they said, he, you know, this is the finding that comes with it. Ultimately, they agreed with it, concurred with it and it's included in the report. Significant deficiency, because it was a smaller net adjustment, that 14,000, and it writes the level of a material release and then, 2025002 should have been improper use of fuel carts. Mr. Ortiz stated he wants to be very clear and transparent about this one. This wasn't, like, fraud or anything, right? It's just they identified some issues within the internal controls when they test them. This is one of the state requirements that they test these fuel cards and make sure there's controls in place, because there have been issues at different institutes where they misused them, right? We didn't find misuse, it was just...they weren't being properly reconciled at the time and they were being used for multiple vehicles. Per state statute, a vehicle should only have one card, a card assigned to each vehicle. In their management response, provided a response that they were going to rectify it in a bullet point format. Mr. Ortiz thinks at this point in time, Theresa feels good for 2013 that it's been rectified. So, like he said, he always wants to be clear on those types of things because you know, people can misinterpret that as fraud, waste and abuse and in the college's case it is just improving internal controls would cause something that needs to be improved and the college provided a response to address it in court.

Mr. Ortiz stated that brings us to... well, any questions on those before I move on? Because usually that's all the questions. And then audit completion of, financial statements. Mr. Ortiz stated he wanted to give kind of a time frame there for the Board of Regents. We met, and delivered financial statements by November 24th, 2025. That was before the December 1st deadline and then we received comments back in

December, and then a release letter from the state auditor on the 22nd of December. So that means the financial statements were finalized and in public information 5 days after that. Single audit, you know, they had the report dated, February 4th, 2026, again, before the deadline, and then they received OSA comments at the end of February, and a release letter the same day that they sent back in those comments and we submit it to the Federal Audit Clearinghouse by March 23rd, 2026. That is usually the due date for that, it's March 30th. Mr. Ortiz doesn't know why the feds didn't give people a little bit of an extension this year, but they did it, even though they were the ones at fault. So, they still maintain that March 30<sup>th</sup> deadline and they got it submitted on time. That way, the college does not have technical finding or punitive finding of late reports submission. With that, Mr. Ortiz stated he would like to thank the College for interest in TKM and being the college's auditors. He can tell how important the school is to its constituents and to all the Board of Regents from the tone of the top that he thought, as being your honor over the past year is he appreciates working with everyone and really appreciates the opportunity for you all to trust in TKM to support.

Chairman Martin asked Mr. Ortiz if he would be back with the College next, for next, our next audit. Mr. Ortiz stated he is on for one more year, allowable under four years and then happy to submit one again and be part of that, competitive bid submission. But yes, they will do that,

Chairman Martin asked if he would anticipate having the problem with the Fed again this coming year, sir? You know, it's hard to tell. As you... anything's hard to tell by this administration, but it's, yeah, we don't know. We really don't know what to expect, you know. Like I said, we usually get these compliance supplements, and...about... between May and July, and August, sometimes at the latest. Mr. Ortiz don't know if President Balderas remembers from his time as State Auditor, but...

So how much of a break do you and our team get before you have to start? Mr. Ortiz stated oh, well, the college's team doesn't get much of break, unfortunately. They're probably ramping up things right now. He knows the college just went through session and everything, too, so getting budgets in and all that probably is the main focus, but you know, they will start talking with Theresa and Vince probably about the May-June timeframe, seeing if they want them to do any kind of interim. Yeah, definitely start planning, the college is one of their larger clients. Student financial aid is a tough program, and that's always going to be a major program for you all. It's a lot of requirements within those different programs that are within student financial aid, the clusters. So, as much as they can get ahead of that, they will... because that's where, if the audit were to get held up, usually that would be the area of student financial aid, because it is so complex.

Chairman Martin stated he would just like to thank Mr. Ortiz and especially thank the college's team for a tough year. It was...it was along... and now you don't get much of a break, but we'll...we'll have to figure out some...some way to reward them all, sir.

President Balderas stated yes and just to give context for our...especially our audience, he wants to single out, and he knows he's not going to like this but at Northern it was an ambitious agenda to say we can get clean audits and that we can look at our own systems and test and be honest with the critical findings and not sugarcoat, and then really try to fix them systemically. And for years, my boss, the chairman, had said that it might be too ambitious to...really raise the standard of accountability, and I told him, no, I think...we can do it. Now, what we... what strategically is very similar in all our programs and all our initiatives. The first was that we were going to challenge our own employees because we knew they were amazing and that if we could figure out the strategy of what we're trying to accomplish together, that we could absolutely understand the accountability compliance environment and not only fix the...the fact that we haven't had a clean audit, but not we're year three of three clean audits. And President Balderas stated he wants to distinguish. We love clean audits, but we don't mind findings either, because that looks at particular errors and says, this is what we can get better and correct. It's exactly why we did really well with accreditation. Same approach. But President Balderas stated he want to single someone out because it does start, not management, top down, top, you know, top to bottom. We just figure out what the strategy is, and then we partner with our employees and he is going to single the guy out, because this guy probably thought this new guy's crazy and was part of both administrations, but he wants us to give him a round of applause, not expecting it, but Vince Lithgow was here and has been here longer than we all have and it's been really putting, you know, probably losing some sleep at night, and... but he's the guy that really is the conscience of our backbone in terms of addressing accountability. If we could give him a round of applause...and President Balderas stated he just want to thank our auditor team and our finance team, but also wants to thank the employees, at... that we used to bug and hated us coming for records. These were academic and student service employees. Those can... and they'd see her coming, and what the heck's this about? No bother me, I have other things to do. It might have been a little bit off-putting, because it was a different practice. But we're family. We're going to bug each other but it is always connected to the end of the day, we can't service our students if we don't have a high level of accountability. And President Balderas stated this, we are now a statewide leader in compliance and accountability, and he wants to thank TKM and our auditors, because we did ask them to come in earlier to do more work. That was the first strategic, is that it was going to be more work on everybody. But then we also have a lot of confidence that if you put us through the wringer and really look at our practices and our processes, we can sustain through some scrutiny. But now we all work together, and we do... we have a high standard, and it's... Mr. Chairman, President Balderas stated he wanted to thank the board, because the board required us to try to do better in that environment, and it really is cool to submit our audit report and wait for the State, and they're looking at other

institutions, like New Mexico Tech and Western New Mexico. But we really did embrace that here. And then I'll just shut up with this final comment. It bugs me when people in Espanola say, we can't be a national leader in something. And to take the hardest part, which was...se have little resources. But then to put us through scrutiny, and I want to flip it on us because we have so little resources, we have to do everything we can to protect those public resources. So, President Balderas stated he just wanted him to be here to kind of take some credit and put it all together for us. That was good news. He knows we don't like auditors, or we're afraid of auditors, but he wanted to interpret some of what you were saying, that it was a great opinion. We had a couple areas do we improve, but that you're...maybe back to test us again and we welcome you, and so he wanted to give a lot of credit to our northern community for helping partner with Mr. Ortiz & TKM.

Chairman Martin asked for Comment from the Board.

Regent Velarde thanked TKM this is great news, we loved this. It helps us to reach our goals in what we want to accomplish. Thank you for the time and work and coming in early.

Regent Velarde thanked the team for all the hard work. This is great news, we love this. It helps us to be able to reach our goals in what we want to accomplish. We appreciate you.

Regent Archuleta thanked the team for all their hard work.

Regent Lovato thanked TKM and he really appreciates the unmodified opinions. Ten years ago, he was involved with the Foundation and he resigned because we couldn't even get the same financial format, meeting after meeting, so he really, really, can... you know, he has a... maybe a high... more of an appreciation for this, so thank you. Thank you, President Balderas, for your work, and tell all your team, that's great. We all struggle with this in the North, he mans, we struggle with it here at the Tribe. You see the city struggles with it, the county struggles with it, so...and he really appreciates the comments about who says we can't do it in Espanola? Your darn right we can, we just gotta do it, and he appreciates that. So, thank you all and great job.

Regent Gurule thanked TKM and the Northern team for all their hard work and dedication.

Chairman Martin entertained a motion to accept the audit.

**Regent Gurule moved to accept the audit. Second Regent Velarde. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

Chairman Martin thanked Mr. Ortiz and stated we will see you soon. Mr. Ortiz thanked the Board of Regents.

## **V. COMMENTS FROM THE BOARD**

### **A. Board of Regents Subcommittee Reports**

#### **1. Housing Committee**

**None.**

#### **2. Audit, Finance, Facilities Committee**

Regent Velarde stated we had a good meeting and will be bringing things up later in the meeting.

#### **3. Academic and Student Affairs Committee**

**None.**

#### **4. AGB Conference Update**

Chairman Martin stated we had the annual AGB conference up in Denver that Regents Velarde, Archuleta, Gurule and President Balderas attended and he would like to get their thoughts on the conference and what they all learned.

Regent Velarde stated it was a great conference and amazing to see, she attended AGB about 4-5 years ago and her observation when she attended, she was one of the only Hispanics in attendance besides the people from Puerto Rico and this time around, there were a lot more Hispanics there, and it's good to see, you know, representation matters, to be able to know that throughout our nation, we are all being represented by our boards and each other being able to....to have that ability to meet some of the other board members from other institutions, learn about what they're doing, their best practice. She had the opportunity to present, while there, so it was...it was a great conference. Both

Regent Velarde and Regent Gurule hung out the whole time together so it was a great relationship-building event for her and Regent Gurule, so appreciate it.

Regent Archuleta stated it was actually very interesting, a lot of good information so we can, you know become better Regents. He was able to network also with UNM Regents, so that was, very beneficial for him also. But he is' just, you know, he attended last year in Chicago, and now in Denver, and you know, they continue to get better and better, so a lot of learning opportunities for the regents.

Regent Gurule stated she thinks it was a very important conference for all of us to go and listen in on, helped us appreciate the forward thinking of our administration, when they talked about all of the...or many institutions that had to close when they lost their federal funding, or places like Harvard that received lawsuits from the federal government because they weren't spending their federal funding the way the federal government wanted them to. So, that really helped her appreciate, the administration that we have and the forward thinking that they came in with raising their own funds for our college, so we don't have to answer to the President and let the President of the United States to determine where our money's going to be spent. But also, the current perfect storm. I know that there's been a lot of comments as to how overwhelmed our staff is and we really do appreciate all the hard work that our staff does but they talked about this perfect storm of AI, birth declines in 2008 and the federal funding cuts and how so many are closing their doors because there's no money for that and also, they...give many major warnings of how we need to pivot for our students and try to help them emphasize focus in their careers that are not going to be taken over by AI. So, it was very, is a very big reality check, I guess I could say, because I don't know how many of you had the opportunity to see the Tech Summit with the First Lady of the United States and she introduced her humanoid, and she said that there's nothing that a teacher can do that her humanoid cannot do. And I disagree, young lady over here, I had the same experience with you as you would for teachers, the community here at Northern, and it's the very thing that kept me from going to NMSU Global to try to finish my degree, because even if I have to wait a couple of semesters, I'm not going to get the support that I get at Northern and the small community that we have here. So, again, appreciate the administration and your forward thinking. I told President Balderas this, but for the audience, I appreciate that they're always thinking 30 steps ahead for our college because I really don't think that if we...if we did not have the administration that we do, I don't know that Northern would have survived these federal cuts. So, thank you to President Balderas and your team, and for all that you do for our college. You truly are investing in an entire generation, because an entire generation in this community is able to continue their education because of your forward thinking and your dedication.

President Balderas stated well, one it was great to see our Regents and how they stack up with other governing leaders and, you know, when they talked about crisis management or... really testing our governance system in a positive way, he was very proud of our Regents and how they interacted nationally. He would say to the audience, too, the things that...that he was watching, and number one is...is... there's already systematic risks at the doorstep of higher education, where it's demographic cliff. Whether it's...there's a perception even of the average American that higher education is too expensive, and what is the return on investment in terms of jobs and workforce development, and so...but he is really proud because we're well aware of the traditional risks to higher education but he also thinks we're a little bit out-informed on the new risks, so the fact that the administration is litigating Harvard, well, Harvard has billions of dollars. We don't. So, he is very proud of even how we have managed to navigate supporting our constitutional civic duties, and yet also really being targeted in terms of, making sure that we're not in some of the fights that would expose services to students, and to that we don't put up our opinion. President Balderas has been on the phone with the Department of Education and the federal government, demanding our federal funding, but once I explained that, yeah, well you can judge us in a certain way, once I explained our trades programs and our ability to transform rural students into some workforce benefits that reduce harm, they released our funding. Again, we could have sued them, and we could have gotten, but President Balderas thought there was characteristics about this unique institution that, doesn't matter if you're Democrat or Republican. Once they kind of find out Northern's story, he finds that everybody has a stake in the success. So, to hear Harvard talk about how they're having to defend the intellectual freedoms, and the regulatory environment is one thing, but I'm very proud that we support intellectual freedom here, and academic freedom, and student success, and we haven't necessarily exposed ourselves. The other issue that he will say that he was very proud in, is... We are going to continue to prioritize our collaboration relationship Partnerships with all our constituencies. So, the President answer to the Board but the Board sometimes has critical feedback for him and he takes it well and then he goes out and tries to work. But he feels the same way with our academic community and our staff and our students. We can have an open dialogue, we welcome discourse and you should see how much better funded institutions were dealing with crisis, having to pay lawyers, having to pay media people, having to do lawsuits, and he thinks that we're not going to disagree... we're going to disagree on a lot but his challenge is to keep us all in the same room and it doesn't matter if we disagree, and he will say, comparing us to some of the national, As a former Attorney General and Auditor, we... the way we handle our tension, our conflict, and our troubleshooting is... is, you should all be proud. And he will continue to encourage you to choose that kind of conflict resolution and that dialogue, because it does make a difference in the area why we went to that conference, which is AGB is all about governing and if we believe in shared governance, and shared responsibility, and accountability. Walking the walk is a lot harder than talking the talk, but he will say Northern is starting to show where we're excelling in accreditation. Where we're excelling in shared governance, where we're excelling in fiscal and financial sustainability, all the things that

so many rich colleges are struggling with, and so that's kind of my report, Mr. Chairman, that the thinks we learned a lot and he will say this is the final crisis they were always talking about enterprise and innovation, and he does think Northern is starting to lead that discussion. How can trades, be not just a workforce provider, but an innovator? How can we reform dual credit rather than just receive dual credit? And so, there's a lot of areas that President Balderas thinks we were bashing the stereotypes that we're poor, or we're from a small area, so we can't lead in those national discussions. I will say this, and the final one our Regent said he thinks we're at a real crossroads to make policy and really stick, ground on AI and we're barely starting that issue, but why can't...rural New Mexico being so close to the labs, and... and because we're scarce resources, why can't we lead that conversation? What kind of contribution that we want to make in this AI topic, considering that it's our students that are going to be left behind if we don't. So, to determine that's kind of my full report, but it was national, and he thinks...he is very proud of where Northern's position is.

Chairman Martin stated he appreciates everyone's comments.

Regent Velarde stated she would like to come off what President Balderas just said. He and Regent Velarde had that conversation because we attended a session on AI and every conference she goes to, there's a session on AI and every time, it blows her mind more and more and she thinks....she loves the idea of us being able to lead that, because she thinks our entire state, you know, higher education needs to figure out what looks like for our institutions, and she thinks it needs to be something homogenous within all institutions because we do have our students going from let's say, Northern to UNM, and if they have different policies on AI, then we have different policies. It's a little bit cumbersome for them, she believes, and so if we could at that level, you know, start having those conversations with the powers that be, and lead that effort, she thinks it would be a great idea because she doesn't know...she means, she is sure other institutions are talking about it, are having the same conversations, but...she would really support us leading that effort.

Chairman Martin thanked Regent Velarde and asked for any additional comments from the Board. No comments.

## 5. Governance Committee

Chairman Martin asked Mr. Baca to report on the regent packet.

Mr. Baca stated as we've discussed, I think, over the past 6 months or so, with the, onboarding, pardon the usage of the phrase, of the State of New Mexico's mandated training for existing regions and in the future for new regions. The board discussed and decided that it would be good to put together an official sort of packet or a binder, if you will that a new regent will receive in the future when they come on the board. So, to

that end, we solicited feedback from you all about what you'd kind of like to see in that. So, we will...we'll provide an example to you at some point, but for purposes of today, Mr. Baca will just give a brief update about what is included so far. Mr. Baca stated he will also circulate, to you all individually for your review and comment, essentially a table of contents that describes what the information that a region would get. So, the... going down that list, very briefly, there'll be, a description of the organizational structure of the college to include an org chart and a narrative description of how the college is structurally organized. We will include financial information, so the most, recent budget, and then a narrative description of how, the college is funded, so state appropriations, like I&G, capital project, or capital outlay, excuse me, Mill Levy, land grant and permanent fund, federal funding, grants, other grants, private and otherwise, and then tuition revenue, of course. We will also include a section on the Branch Community College, description of the technical trades programs in there, the operational budget of the Branch Community College, and other relevant information about its operation. We will include also, a couple of very, detailed pieces of information that our, IR...department puts together on an annual basis. That is the Northern Factbook and the, two enrollment reports that they publish by semester each academic year. They do a fantastic job of putting together really detailed demographic data about the college to include the student makeup, the faculty makeup, revenue sources, and budget. Also, these documents, if you have the time, and they are on our website, on the IRR page, independent of this exercise, he would encourage the Board to all look at those when they do because they're really well put together and they have a trove of fantastic information and so those will also be included. We will have information in the binder about other programming, such as high school equivalency and adult ed, dual credit, and programs like that. And finally, we'll have some, information about things like the property the college owns at El Vado, highlight certain things like faculty makeup, full-time versus adjunct. And, and so, yeah, that is a... just a brief overview of the... what will end up being, Mr. Baca thinks a really effective supplement to the 10 hours of training that the regents will receive from the Higher Education Department's training, and then this, This packet of information will be very Northern-specific, so that a new region will have a clear snapshot of where the college, you know, some history of where the college has come from, where the college is when they're coming on board, and some strategic focus about where the college is headed. So, with that Mr. Baca stated he would happy to answer any questions. He reiterated that he will circulate this document to each of the regents individually for their review and any comment and we will look forward to having an effective onboarding process and some materials for our future Regents.

Chairman Martin thanked Mr. Baca and asked if there were questions from the board.

Regent Velarde – no questions. It sounds like a great tool to be able to have and to give to a regent when they come in.

Regent Archuleta – no questions.

Regent Lovato – no questions. He looks forward to looking at the document and he is the newest Regent to join the Board so he appreciates it.

Regent Gurule – no questions. Thank you for your work, Mr. Baca.

6. HERC Committee – Informational

None.

## VI. APPROVAL OF MINUTES

Chairman Martin entertained a motion to approve the minutes of March 26, 2026.

**Regent Lovato moved to approve the minutes of March 26, 2026. Second – Regent Archuleta. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

## VII. PRESIDENT’S REPORT AND ANNOUNCEMENTS

### A. Celebrate Northern

I am pleased to present the students who will be participating in the first semester of the National Student Exchange.

#### **Cipriano Marquez:**

Cipriano is a lifelong resident of Chimayo an 11 Bravo U.S. Army Veteran and a Cum Laude graduate with his AA in General Psychology currently pursuing his Bachelor of Arts in Integrated Studies (Psychology Emphasis). Cipriano is a federally certified Data Researcher working on the frontlines of the college’s Substance Use & Opioid Project. He is a dedicated campus leader, he serves as an ASNMC Student Senator, President of the Northern Veterans Club, and a Phi Theta Kappa international leadership candidate. Cipriano plans to pursue a Psy.D. in Clinical Psychology to provide culturally fluent, trauma-informed care to underrepresented populations.

**1. Dates/Semester Going:** Fall 2026 Semester

**2. Destination:** The University of Texas Rio Grande Valley (UTRGV) – South Texas

**3. What does this opportunity mean to you?** For Cipriano, the National Student Exchange is not just an academic semester away; it is a strategic expansion of his life's mission. Growing up near the Santuario de Chimayó, straddling the line between Rio Arriba and Santa Fe counties, I have had a front-row seat to both the profound cultural pride and the

devastating generational losses of our communities. He is going to Texas to expand his worldview so he can return to Northern New Mexico as a more capable leader, researcher, and future psychologist for my community.

### **Satchel “Loki” Smith**

Satchel is a freshman at Northern New Mexico College. She is an artist and a writer and your friendly neighborhood encyclopedia of *Doctor Who* and *Magic: the Gathering* facts.

1. **Dates/Semesters Going:** Fall 2026 and Spring 2027.
2. **Destination:** Brock University in Ontario Canada

This is Satchel’s second attempt at college after a very long battle with mental health and the NSE program has opened a door Satchel she didn’t even think was possible. Having the change to broaden Satchel’s horizons in an accessible and affordable way is truly amazing.

### **Danica Bautista Daus**

Danica was born and raised in Espanola. She is currently a freshman majoring in Elementary Education with the goal of becoming a teacher.

1. **Dates/Semesters Going:** Full Academic Term
2. **Destination:** Inter American University of Puerto Rico Metropolitan Campus

This opportunity allows Danica to step out of her comfort zone and experience a new culture. She is excited to gain hands on experience in education and build meaningful connections. She is hoping this experience will help her grow personally and professionally and allow her to make a lasting impact as a future educator.

### **Jessica Mercer, CPT**

Phlebotomy Instructor/Nursing & Health Sciences

1. **Dates/Semester Going:** Summer 2026
2. **Destination:** University of Colorado, Colorado Springs

### **PRESENTATION OF CERTIFICATE FOR FULL PROFESSOR:**

At the Board Meeting on March 26, 2026, Provost Vellanoweth presented the recommendations for Full Professor of Dr. Brenda Linnell.

At this time, I would like to recognize Dr. Brenda Linnell for her appointment to Full Professor and present her with a Certificate of Appreciation.

If you would, please come forward for the presentation.

Northern has received the Carnegie Foundation's *2025 Opportunity Colleges and Universities* Classification. We're one of 478 institutions to earn this prestigious classification, which recognizes institutions that provide high levels of access to low-income and underrepresented students and produce strong earnings outcomes. Median earnings for Northern alumni at the 8-year mark are 37 % higher than the comparison group in our geographic area.

We have joined the University of New Mexico, Central New Mexico Community College and Santa Fe Community College in the New Mexico Open Educational Resources Consortium. The Consortium replaces costly textbooks with free, openly licensed materials that students can use, share, and keep. It is supported by a \$2.124 million grant from the U.S. Department of Education, with Northern receiving an additional \$6,000 grant to expand NMOER use on campus. Martin Shupla deserves recognition for our participation in the consortium and this important step toward making college more affordable for our students.

We've had great media coverage for Española GloveWorks, the collaboration between our Engineering Department and Española Valley High School's MESA program to develop gloves to ease the symptoms of Parkinson's disease. KRQE and The Santa Fe New Mexican have done feature stories that were picked up by several other outlets while other media sites published the press release in full. I want to thank Steve Cox for spearheading this great project, the MESA faculty and all the students and volunteers. I also want to thank Arin McKenna for the press release that initiated all this coverage.

I want to congratulate Gabriella Gonzales, Julian Baros and Jeff Klingbeil and their mentor Bob Tierney for their 1<sup>st</sup> place win in the New Mexico Regional Global Scaling Challenge. Their recommendations for taking Mesa Quantum to the next level won out over those proposed by three teams of graduate students from UNM's Anderson School of Management. That win advanced them to international competition against teams from the Americas, Europe & Africa, and Asia & Oceania, where they placed 24<sup>th</sup>. This is an amazing accomplishment for our students and Bob's coaching.

We had a successful Spring Career & Graduate Fair, attended by 43 employers and 7 graduate schools, with 50 to 75 students and community job seekers. Our thanks to Career Services and their collaboration with America's Job Center to organize this event, and to Lazy Buffalo Café, our student athletes and 7 Brew for providing refreshments. I also want to thank America's Job Center for bringing monthly Pop-Up Job Fairs on campus.

Our Phlebotomy Program solicited donations for care packages for those in need in our community and are distributing those at the Española Shelter today.

I want to recognize several of our students.

- Reynel Orozco has received a fellowship to the 2026 Academy for Research, Clinical, and Health Equity Scholarship Program at Georgetown University School of Medicine.
- Edwina Martinez was awarded a 2026 Women in Tech Scholarship from the New Mexico Technology Council.
- Esperanza Gonzales and Josiah Martinez are recipients of the Newport News Nuclear BWXT Los Alamos (N3B) Danny Nichols and Dennis Huddleston Memorial Scholarship. They will each receiving \$9,000.
- Maxine Chacon and Mariah Vasquez have been awarded \$5,000 scholarships from Longenecker & Associates.

We've also had a number of events and activities on campus.

- We showcased the works of the students in our weaving and woodworking classes last week in the 2026 Heritage Arts Show.
- The Trickster Issue Launch & Readings featured readings from previous Trickster publications.
- Our Math & Data Science Department hosted International Pi Day and a Puzzle Day.
- The El Pueblito Letterpress Studio at NNMCC's El Rito Campus held a Valentine's Day Open House and a Tetrapak Printmaking workshop. The 10<sup>th</sup> Annual Rio Chama Congresso was held on that campus. They're also hosting Community Walking three days a week and a monthly Food Depot Distribution.
- We hosted the Santa Fe Opera's screening of La Bohème and the New Mexico Immigrant Law Center's presentation of Know Your Rights and Immigration 101.

#### B. CUP/NMICC Report

The CUP/NMICC report is short. Some of the issues being discussed continues to be the funding formula, rising insurance costs and they are considering a tweak in state law regarding tuition and fee language. President Balderas also wants our folks to know that we are, on a statewide level as well as locally, really trying to monitor, some of the federal funding cuts as well, and we are prioritizing priorities for retention support, funding formula challenges that we believe need to happen and also, the employer-funded insurance percentages continue to be a threat or a risk to some of the quality of life of our employees here. But...we'll keep you posted on what those responses will be now coming in the fall.

#### C. NNMCC Foundation

On the foundation report, other than this, and Judith...wants no credit. Judith works...20 hours a week on a good day. That is actually...she would work more, but that is what our limited budget and, and then he doesn't have staff committed other than to us serving as volunteers on the foundation, and the foundation no longer has audit findings and Vince, and Theresa, and we all lend ourselves to that foundation operation, regardless of waiting for funding, and we...we do that because scholarships would not come in and so when folks talk about challenges to their scopes of employment, we understand that. Be he also wants the board to be very well aware there are a lot of others that are not just balancing the scope of their employment but they're looking at the critical mission costs if they didn't serve in that place. Like, we wouldn't be sending students out of state and President Balderas wants to commend Judith because she's a part-time employee that lives out of state and is a retiree and gets no bonus, gets no benefits and doesn't have any of the protections that some of us enjoy. He has a contract that protects him. The reason President Balderas says this is because that young lady has inspired us to raise over a million dollars from donors. No advertising. No staff, no fancy luncheons, no lobbying expense reports. We just go chase generous people and President Balderas want to...he wants to commend Judith o her innovative model, which is just like, hey, pick up a shovel and let's get to work. It's nothing fancy to her model. President Balderas thanked the Board of Regents as well because we raised a million dollars and we have a foundation of all the volunteers that serve on that board, that allow us to be a legal vehicle to take that million and then transfer it to our college. And so, if it wasn't for all those volunteer steps, we wouldn't even, be able to get those scholarships and that funding, and so I can tell you Judith wants to raise more money, and so we just want to...President Balderas just wants to put that in perspective for...to those that we...we all want to be on the front line of education.

President Balderas stated he wants to also recognize when people are going outside, they're above and beyond and do it for probably...I don't even know what her...I mean, it's...she's not making \$40,000, \$50,000 a year and she's bringing in a million and so President Balderas...she doesn't always get the support and we don't always have the bells and whistles that other foundations and other development employees have like, UNM fully funds their staff for their Foundation. We can't afford it but we still raised a million dollars so President Balderas stated even though she has...we have no foundation report, well, she hit a...we raised a million dollars just last spring. President Balderas wants to commend her and take his personal privilege and thank her for her service on that in his final report.

Chairman Martin believes we are going to have about \$100,000 scholarships that the Foundation is going to provide students. President Balderas stated yes sir, six figures. We also have some big donations come in from other nonprofits that trust Northern now. We are actually receiving some philanthropy funding that, and he's very proud we're meeting next Thursday with a really wealthy guy in Santa Fe, but he was an institutional

over for Highlands all these years and he just heard about all the good work you guys are doing here, so Judith and President Balderas are going to go try to wrangle a check out of him.

Chairman Martin thanked President Balderas

#### D. Introduction of Staff and Faculty

Beau Brunner

Administrative Assistant, Department of Engineering & Technology

Beau Brunner is joining Northern's staff as the new Administrative Assistant for our Engineering & Technology Department. Beau has a BA in business and he's part owner of a local machine shop. He is also studying electromechanical engineering at Northern.

### VIII. FACULTY SENATE PRESIDENT REPORT

Scott Braley, Faculty Senate President stated for the most part, Faculty Senate's been doing mostly it's routine and most of that doesn't rise to the Boards level of interest. The think he wants to highlight today, he was eavesdropping while the Board was talking, AI. We're looking at...we've been asked to chime in on AI policies for the college over the last couple of years but we've found that people generally, within the faculty at least don't have a uniform understanding of AI. What is AI? What's it capable of? Good and bad. It's a tool. With good and bad out, if...so we've asked, and we've been working with Dr. Vellanoweth to put together, during convocation a, at least a half day, if not a full day, deep dive into AI, its applications, its threats, it's risks. Ruben and Bob Tierney are going to be coordinating that, and we're putting together an agenda with more...it's intended not just for faculty, but for everyone, staff, regents, welcome. Come hear about AI, learn about AI and then we can start to at least have kind of a uniform playing field for when we start asking about policy, at least we've got a baseline understanding of what's out there and what's coming soon, so...that's the think he wanted to particularly mention for now.

Regent Velarde thanked Dr. Brailey and asked if an email can be sent to the Board when it's going to occur. She would love to attend.

Chairman Martin asked if there were questions from the Board.

Regent Archuleta – no questions. Thank you.

Regent Lovato – no questions. Thank you.

Regent Gurule – no questions. Thank you Dr. Brailey for all you and the faculty do and for our students.

## **IX. STUDENT SENATE PRESIDENT REPORT**

**None.**

## **X. STAFF SENATE REPORT**

**None.**

## **X. STAFF REPORTS**

### **A. Vice President for Finance & Administration**

#### **1. Fiscal Watch Report**

Theresa Storey, CFO presented the Fiscal Watch Reports to the Board of Regents (attached). The Fiscal Watch Report is for the third quarter of fiscal year 26. This is for the third quarter of the year ending March 31, 2026. The statement of net position, fairly stable. We see a little bit of change in the current assets as well as the current liabilities but for long term, should remain, unchanging at this point. So, our total liabilities, deferred inflows and net position remain about \$82 million. As far as the budget summaries, Ms. Storey stated she just wanted to make a specific call out here. The next item on the agenda, you'll see final BARs for the year, but remembering that this, representation is for the third quarter, those final bars aren't reflected here yet. So, when we look at the revenues and 86% collected, and expenditures, 81% collected, those might feel a little high, but again, we do expect to have increase in those final adjustments and then the other thing she will just say in terms of the annual cycle, we're nearing our fiscal year-end deadline so we would see an influx of spend during this quarter if we do this. There is the college presentation as well as the branch presentation. Of the budget versus actual in that report, and then the comparison year over year. So, as far as revenue exists, we are 7% higher than last fiscal year and our expenditure is 8.9%. In the revenues, you see some negative numbers there. Those are timing issues, generally speaking. In the expenditures, in student social and cultural, we had some vacancies, and then in the research area, that's largely dependent on grants, so that number would fluctuate over time. And then lastly, the statement of cash flows, the cash sits at about 27.4. Ms. Storey thinks that's about a million less than last quarter, but again, we're not having any trouble spending, and as we kind of have to dip into now those deferred inflows, you'll see that number probably start to dwindle a little bit. With that, Ms. Storey stood for questions on the Fiscal Watch Report and asked for the Board of Regents approval.

Chairman Martin entertained a motion to approve the Fiscal Watch Reports.

**Regent Velarde moved to approve the Fiscal Watch Report. Second – Regent Archuleta. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

## 2. FY26 Final Budget Adjustment Requests

Ms. Storey stated the final budget adjustments is for fiscal year 26 as well. These final budget adjustments are due to the higher ed department, by May 1st. Essentially, this gives us budget authority, so that we don't...we have the ability to spend our money and don't encounter a situation where we want to take a binding for exceeding budget. Some of the typical things that we will see beyond our May 1st budget submission. Our legislative mandates that maybe are, waiving allocation from higher ed or any other entity that we receive those after May 1<sup>st</sup> flow-through funding, and certainly grant activity. So, the part of your packet is the unrestricted as well as the restricted portion of our budget. It is represented separately. From the revenue perspective, we saw about \$1.3 million in growth in the unrestricted \$9.5 million in growth from the restricted or grants, for a total of \$11 million growth for revenue. Again, these are budgeted figures and just gives us budget authority to spend our dollars. On the expense side of things, we saw about \$1 million increase in the unrestricted and \$9.5 million increase in the restrictive for about \$10.5 million increase. With this, Ms. Storey stood for questions of the Board of Regents.

Chairman Martin asked if there were questions from the Bord of Regents and entertained a motion to approve the FY26 Final Budget Adjustment Requests.

**Regent Gurule moved to approve the FY26 Final Budget Adjustment Requests. Second – Regent Velarde. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

## 3. FY27 Proposed Operating Budget - Action Required

Ms. Store stated this item is seeking approval for the fiscal year 27 proposed operating budget. This is due to the Higher Ed Department by May 1st for their review. Upon their review, they are required to submit to DFA for their final approval of this budget, so that we have authorization by July 1st to, start spending our money. The budget does include a legislative appropriation and, outcomes. Just drawing our attention to the... submittal sheet. This is the top line of our budget. For our current funds. As you know, we budget restricted and unrestricted. We budget our operating as well as our plant funds. So, for the current funds, our unrestricted total is about \$28.5 million. Our restricted ASCII is about \$5.5 million for a total of \$34 million. That is a 4% reduction from over fiscal year,

26. In the plant funds, we are budgeting \$23.8 million. That is a 15% increase over fiscal year 26. For a total budget ask of \$57.8 million, again, 3% over last fiscal year. The next schedule...in the packet is the general fund appropriations schedule. Ms. Storey stated she wanted just want to call our attention here, because this breaks out, essentially, where the dollars go that comes from the state general fund. One of the things to note, you'll... you'll notice our RPS fees kind of, getting smaller as those rolls into IMG. We have not seen any new RPSP funding last year or this year, but the change we did see this year was that nursing enhancement was rolled into the overall funding. The other thing that you'll notice different this year, HED was able to get out their BR&R and ER&R distributions, before our May 1st budget submissions. That is why you don't see a number there in the prior fiscal year. But this year, we will receive \$220,000. For VR&R from the state, and \$15,000 for VR&R and then additionally, we did receive a \$3 million special appropriation that is really capital in nature, but it is a special appropriation. We have some tuition schedules that precede this schedule. Tuition has not changed for Northern, so those should remain the same as we saw in prior fiscals. Ms. Storey stated she is sorry for the scrolling on everybody's eyes. We do have a compensation table in here. This strictly reflects the legislative mandate, and as mentioned, there are ongoing negotiations, so if there are changes, that will do a budget. And then lastly, exhibit 1 of the budget is the summary roll-up Ms. Storey stated she does want to switch, presentations. She did pass through the, one-pager, it's just a slightly different, cleaner presentation. Yvette does do a lot of work to, bring this budget to us, but you know, unfortunately, sometimes the formats aren't super friendly. So, Ms. Storey wanted to just share this one-pager so that we kind of understand the makeup of our budget, what the landscape of our budget. As the Board knows, we budget by function. We talk a lot about I&G. I&G is represented in our fiscal watch as one line, but just understanding a little bit more about what makes up I&G. Exhibit 10A through 14A are all I&G functions. We have our general academic instruction, vocation technical, other instruction, the library, our student support, areas. Our executive management, our fiscal operations, general administration, public relations, and our operations and maintenance plan. Again, we budget unrestricted and restricted, so you'll see in the I& G, we did see a 5% reduction, from fiscal year 26 to this proposed budget. The other exhibits in our operating student life and cultural research, public service, internal service, student aid and grants, auxiliary and Intercollegiate athletics. Those remain flat, Ms. Storey stated she already called it out in athletics, there are two special appropriations that Northern will benefit from. We do not have those allocations from higher ed at this point, so those will be reflected in any budget adjustments, once the year gets going, once we receive those. So, for our operating budget, that is an overall, again, 4% reduction from last fiscal. In our plant, we have renewal and replacement, as well as investment in plant. For the renewal and replacement, that is an increase over last fiscal. That is in large part because the state notified us early of their allocations. As far as investment in plant, they have a \$5 million GO, approved through the legislature. Bringing the plant to a 15% increase and then combining, again, the current and the plant budget, that is an overall 3% to the budget. There are many schedules within that packet that speak to, revenue,

but Ms. Storey wanted to kind of call out here our major sources of revenue being tuition, general fund, mill levy, grants and contracts, other, which would be kind of like our auxiliary or just miscellaneous. The capital outlay and our renewal and replacement. So, as far as revenue goes, you can see here the breakout between unrestricted and restricted, and that there is a 2% growth. Over last fiscal. And then lastly, the little gray line here represents we at Northern historically do budget some dollars out of fund balance. We generally tried to see that in the million-dollar range. The difference here is about \$2,000.

With that, Ms. Storey stated she would like to acknowledge that Evette Abeyta is online and would stand for questions. Ms. Storey stated before she gets there, she also wanted to call out that the budget does support 238 activities. It does have a contemplate a benefit increase of about 10%. And...she thinks that's... that's it. With that, I'll send... So, on this...sheet that you get is here amounted under supplementary educational services.

Chairman Martin stated under supplementary services, it went down 78% and asked if this is because of the cut in federal funding. Ms. Storey stated it is largely attributed to that. Right now, we don't have CAMP and HEP in our budget. We do have a plan for CAMP and HEP but the plan for them depends on notifications and allocations that are not yet disclosed to Northern. So, it would fall within that, we just don't know by May 1<sup>st</sup>.

Chairman Martin asked if there were questions from the Board entertained a motion to approve the FY27 Proposed Operating Budget.

**Regent Archuleta moved to approve the FY27 Proposed Operating Budget. Second – Regent Velarde. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

#### 4. Deletion of Inventory

Ms. Storey stated This item, we hope, is a repeat offender or a recurring item on our agenda. It's no secret that there are plenty of storage closets here at Northern. They continuously get cleaned out, items that we are requesting for disposition, I believe, come out of the library, they are considered obsolete or non-functioning, and with that, we'll request, people to dispose of suicide damage.

Chairman Martin asked if there were questions of the Board and entertained a motion to approve the Deletion of Inventory.

**Regent Gurule moved to approve the Deletion of Inventory. Second – Regent Velarde. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

**XII. EXECUTIVE SESSION**

**None.**

**XIII. VOTE TO REOPEN MEETING** - Certification that only those matters described in the Executive Session Agenda were discussed in the closed session; if necessary, final action with regard to certain matters will be taken in Open Session

**None.**

**XIV. ADJOURNMENT**

Chairman Martin entertained a motion to adjourn.

**Regent Lovato moved to adjourn. Second – Regent Velarde. A roll call vote was taken. Chairman Martin – yes, Regent Velarde – yes, Regent Archuleta – yes, Regent Lovato – yes. Regent Gurule – yes. Motion passed unanimously.**

**The Board of Regents adjourned at 10:52AM.**

Approved:

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Michael A. Martin  
Chair

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Erica Rita Velarde  
Vice Chair



# NORTHERN New Mexico College



## Memorandum

**To:** Board of Regents, Northern New Mexico College  
**From:** President Balderas  
**Date:** May 29, 2026  
**Re:** Ratification of Collective Bargaining Agreement between Northern New Mexico College and the Non-Exempt Staff Bargaining Unit

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*Issue:* The College and the Non-Exempt Staff have completed negotiations and have agreed to the following modifications to the existing agreement, which are also reflected in the attached redlined document:

- Article 6, Federation rights: provides that bargaining unit members shall have the right to attend union meetings during work hours and that the College supports union meetings to be held at both convocations; provides that the union shall be provided a page on the Northern website;
- Article 10, Grievance Procedure: updates the timing requirement of when a grievance must be filed to provide that a grievant may file beyond the existing deadlines upon the showing of exigent circumstances that prevented their timely filing;
- Article 22.1.12, Sick Leaves: increases the amount of sick leave time that a unit member may bank from a maximum of 200 days to a maximum of 300 days;
- Article 29, Health & Safety: updates article to mirror the language of the same article in the faculty CBAs;
- Article 32, Compensation:
  - 32.1: provides unit members with a 3% compensation increase across the board, creates a salary matrix that allows for staff to receive 4% wage increase every three years with satisfactory service;
  - 32.3: provides step progression framework for employee advancement to steps in the matrix;
- Article 33, Professional Development (New Article): creates professional development framework for unit members, provides for administration of professional development opportunities; establishes commitment to developing and implementing a career path/progression framework to be negotiated in future negotiations.

The remaining articles in the existing agreement remain unchanged and will persist into the new agreement, which will be effective until June 30, 2028.

*Recommendation:* College administration recommends that the Board of Regents agree to the updated terms, as described, and authorize the entering into of the new full collective bargaining agreement.

## Article 6. FEDERATION RIGHTS

The Federation, as the exclusive representative for all members of the Bargaining Unit, has the rights listed below:

6.1 Use of Bulletin Board Space. The Federation shall be permitted to use bulletin board space on bulletin boards in academic buildings on College campuses to post Federation announcements and information. No material that is libelous, of a partisan political nature, or which is of a personally derogatory nature shall be posted by the Federation. The College may remove any material that violates this provision and shall provide written notification to the President of the Federation of such removal.

6.2 Use of College Property. The Federation shall be allowed to schedule and conduct meetings at College campuses by reserving space for such meetings in accordance with policy or approved procedures established by the College if doing so does not interfere with instruction or administrative activities.

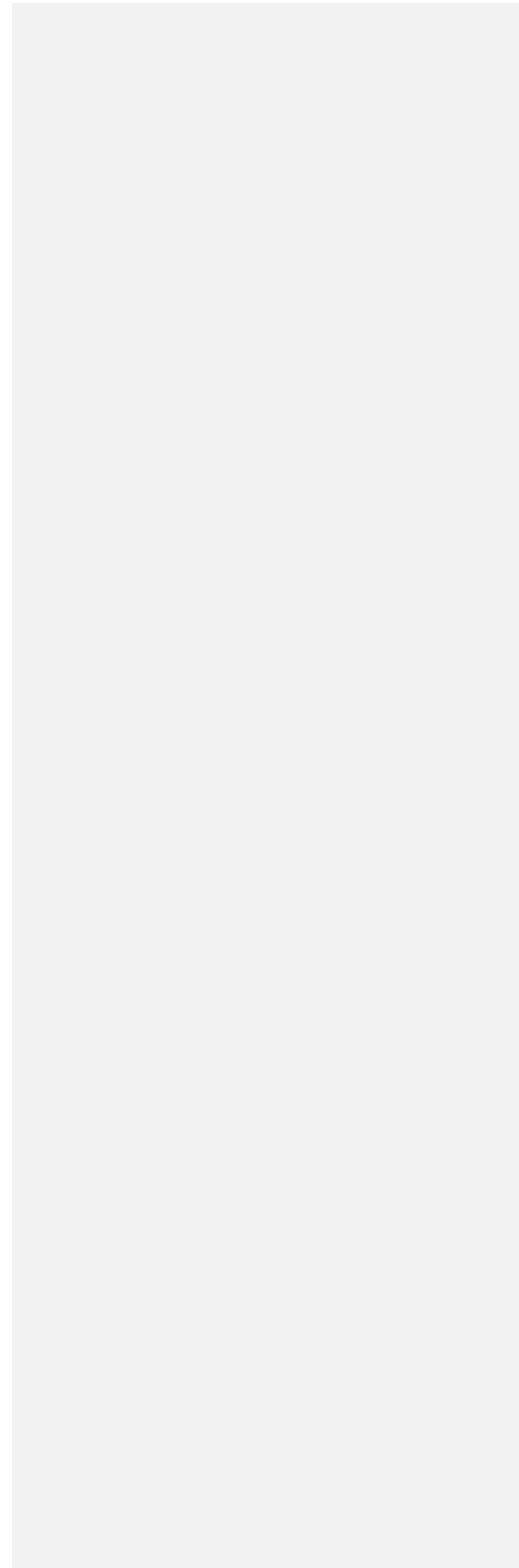
6.3 Use of College Mail and Email. The Federation shall have the right to use campus mail and electronic communication such as email for Federation business and to communicate with the members of the Bargaining Unit.

6.4 The College shall provide payroll deduction of Federation membership dues for employees who authorize in writing the deductions in an amount specified by the Federation Requests for such deductions shall be honored by the College provided the deduction request is submitted to the College's payroll office on a properly executed authorization form, of which a copy is attached to this Agreement (Appendix A). The authorizations may be submitted to the payroll office at any time and the deductions will commence on the next scheduled payroll. The College agrees to transmit the amount collected to the Treasurer of the Federation in a timely manner, normally within fourteen (14) workdays. Dues deductions may be discontinued or revoked by the staff member by filing such notice with the College payroll office. The College will discontinue the dues upon receipt of the copy in the same manner as the initial authorization Dues deductions shall continue without further authorization for the term of this Agreement unless the authorization is revoked by the staff member as provided herein The Federation shall notify the payroll office and the staff member of any change in the amount to be deducted which shall be implemented in the same manner as authorizations. The Federation and its membership and members of the bargaining unit agree to hold the College safe and harmless against any legal action concerning compliance with this provision.

6.5 Unit members shall have the unequivocal right to attend union meetings during their regular working hours without loss of pay retaliation, or requirement for supervisory approval, provided the member gives notice of the time and date of the meeting to their immediate at least one week in advance of the meeting. In addition to the unit's scheduled meetings, the College supports the setting aside of meeting time for the unit during fall and spring convocations.

6.6 The College shall make available a web page and link from the Faculty/Staff page of the College's website for the unit to publish information about the Union and appropriate contact

information. The unit shall work directly with the College's Communications and Marketing Department to create the page and to update it, as needed.



## Article 10. GRIEVANCE PROCEDURE

10.1 Purpose. The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to members of the bargaining unit.

### 10.2 Definitions

1. A “grievance” shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
2. A “grievant” shall be any staff member, group of staff members, or the Federation.
3. “Days” shall mean workdays and shall not include holidays or recesses observed by the College.

### 10.3 Procedures

1. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
2. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
3. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
4. If the grievant fails to comply with the grievant’s time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void or, in the case of appeals, the previous decision by the College shall be final.
5. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
6. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance. The timeline may be extended where the grievance demonstrates to the mutual satisfaction of the Grievance Officer and the College that extenuating circumstances prevented timely filing. Such circumstances shall be documented by the Grievance Officer and included with the grievance when submitted.
7. No reprisal or retaliation by any party to the grievance shall be taken against any party as a result of participation in the proceeding of a grievance.

8. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.
9. A staff member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by a staff member, the Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.
10. If a grievance affects a group of two or more staff members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected staff members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.
11. The parties may cooperate in any investigation that may be necessary in order to expedite the process.
12. All documents related to a grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
13. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.
14. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during work time.
15. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

#### 10.4 Level One

1. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.
2. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.
3. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.

4. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two no later than ten (10) days following the receipt of the immediate supervisor's decision.

#### 10.5 Level Two

1. No later than ten (10) days following receipt of the written grievance, the Department Head shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
2. No later than ten (10) days following the conclusion of the meeting, the Department Head shall submit the written response to the grievant and the Federation.

#### 10.6 Level Three

1. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Three (area Vice President), it shall be appealed, in writing, to the area Vice President within ten (10) workdays after receipt of the decision at Level Two.
2. No later than ten (10) days following the receipt of the written grievance, the area Vice-President shall schedule a meeting at a mutually agreeable time in an attempt to resolve the grievance.
3. If no resolution is reached, the area Vice-President shall submit the written decision to the grievant and the Federation no later than ten (10) days following the conclusion of the meeting.

#### 10.7 Level Four

1. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee), it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.
2. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

#### 10.8 Arbitration

- a. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
- b. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.
- c. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- d. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
- e. The arbitrator's decision shall be final and binding on the parties.
- f. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

**Article 22. LEAVES****22.1 Sick Leave/Personal Leave**

22.1.1 Bargaining unit staff shall be credited with 129 hours of sick leave per year which shall be accrued on a pay period basis. Three (3) of the accrued days shall be considered personal leave days. Part-time staff shall accrue sick leave at a pro rata percentage of the full-time rate. Sick leave is earned during actual time worked and during paid leave. Sick leave is not earned during periods of unpaid leave.

22.1.2 Sick leave may be used only for the following:

Personal illness or injury (including pregnancy, childbirth, and other related medical conditions).

Partial days when an employee, who has been on sick leave, returns to work on a part-time basis.

Transporting an immediate family member for medical services.

Caring for immediate family member, defined as spouse, parent, grandparent, child, brother, sister or any other person residing in the same household of an employee, who becomes ill or injured and requires personal assistance from the employee. Length of time charged to sick leave under this paragraph shall not exceed five (5) consecutive workdays, unless the employee is eligible for Family and Medical Leave pursuant to the Family and Medical Leave Act. For those employees who are not eligible for Family and Medical Leave Act leave who are experiencing extreme circumstances covered under this paragraph, more time may be allowed at the discretion of the employee's Department Director.

Doctor's appointments and other pre-scheduled health-related absences. An employee requesting sick leave for a pre-scheduled appointment must request leave at least twenty-four (24) hours in advance unless an emergency situation exists.

Any portion of the first year following the birth or adoption of a child.

Supervisors may authorize an employee to use accrued sick leave to attend the funeral of a relation by blood or marriage, with the exception of cousins.

22.1.3 The employee requesting sick leave shall personally place the call unless extraordinary circumstances exist which render the employee unable to call.

22.1.4 An employee who calls in sick shall not be allowed to change the leave designation to any other type of leave at a later date.

22.1.5 Employees are required to call the immediate supervisor when unable to report to work due to illness or injury within one (1) hour of the employee's work shift.

22.1.6 When an employee is absent for three (3) consecutive workdays due to illness or injury, he/she may be required to submit to his/her supervisor a "Physician's Statement" certifying that he/she was under doctor's care during the period of absence and was unable to work. This documentation is expected on the employee's return to work following the three-day (or more) extended absence. At the supervisor's discretion, a "Physician's Statement" may also be required for the first day of absence due to sickness in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.7 When an employee becomes ill or injured on vacation, he/she may present a "Physician's Statement" verifying the period of illness or injury and charge the period to sick leave rather than vacation.

22.1.8 When a holiday falls during the time an employee is on sick leave, the holiday will be charged rather than sick leave.

22.1.9 The College reserves the right to require an employee to see a licensed healthcare provider of the College's choice, and at the College's expense, to render a medical opinion on an employee's condition in regard to such employee's use of sick leave, as appropriate in cases involving an employee's re-occurring absences or chronic illnesses.

22.1.10 Failure to comply with sick leave practices will result in the employee being placed on Absence Without Authorized Leave (AWOL) status and may result in disciplinary action.

22.1.11 Each employee shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the staff member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The employee shall notify the supervisor of his/her need to use personal leave at least 48 hours in advance unless an emergency situation exists. An employee shall not be required to state the reason for personal leave.

22.1.12 Sick leave shall be accumulated up to a maximum of 300 days (2400 hours).

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22.1.13 No compensation shall be paid for accrued and unused sick leave at the end of a staff member's employment with the college.

22.2 Family and Medical Leave Act (FMLA) - The purpose of the FMLA is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The member can opt to use their sick leave to continue to receive pay during the leave. The staff member must contact the Human Resources Department for eligibility requirements.

22.3 Annual Leave - The College reserves the right to approve, disapprove or schedule an employee's annual leave in response to the needs of the college. Supervisors shall make every effort to schedule annual leave during the periods least disruptive to the educational process.

22.3.1 Full-time employees accrue 192 hours of annual leave per fiscal year which shall be accrued on a pay period basis. Part-time staff shall accrue annual leave at a pro rate percentage of the full-time rate.

22.3.2 The College may exercise its right to extend the Winter break for all employees by scheduling a maximum of eight days of annual leave in addition to the regularly scheduled holiday.

22.3.3 Annual leave is earned during actual time worked and during paid leave. Annual leave is not earned during periods of unpaid leave.

22.3.4 No employee may carry over more than 240 hours of annual leave from one fiscal year into the next. At the end of each fiscal year (June 30th), any accrued annual leave in excess of 240 hours is forfeited.

22.3.5 Employees must request and receive approval of annual leave, in advance, from their immediate supervisor. Employees are required to provide at least ten (10) calendar days advance notice for any annual leave request of five (5) days or more. This requirement does not apply to emergency annual leave requests.

22.3.6 Annual leave may not be taken in excess of the amount accrued unless a Leave Without Pay is approved.

22.3.7 Using their annual leave balances, Unit employees in the Finance, Accounting and Information Technology Departments are mandated to take an annual two-week vacation each fiscal year. During this period, employees will not be allowed to access email or respond to telephone calls. In the event that the employee does not schedule this leave, management retains the right to schedule the leave based on the needs of the college. If the unit employee does not have a sufficient leave balance to cover the absence, he/she will be granted paid administrative leave for the time absent.

22.3.8 Employees on scheduled annual leave when Administrative Leave (e.g. inclement weather, etc.) is granted, shall have the leave charged to the employee's annual leave unless the College closes for a full day. In this case, the employee's annual leave will not be charged, and the leave will be charged to Administrative Leave.

22.3.9 Term appointment employees, as defined in article 13, should use accrued annual leave prior to the expiration of the appointment.

22.3.10A unit member moving from a non-term position to a term appointment position shall use all accrued annual leave prior to the move. Management reserves the right to pay the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the term appointment position.

22.3.11A unit member moving from one term appointment position to another term appointment position shall use all accrued annual leave prior to the move. Management reserves the right to pay

the unit member any accrued annual leave at the time of the move. Accrued annual leave balances shall not be transferred to the new term appointment.

22.3.12 Upon separation from the College, non-term appointment employees are paid for unused accrued annual leave hours up to a maximum of 240 hours. Term appointment employees shall only be paid for unused accrued annual leave if payment is allowed through the funding source.

22.3.13 Upon termination or non-renewal of funding for term appointments, accrued annual leave will be forfeited.

22.4 Bereavement Leave. Upon notification to the supervisor, a staff member may be granted up to three (3) days of leave with pay for a death in the staff member's family. "Family" is defined as spouse, domestic partner, parent, stepparent, child, stepchild, brother, sister, father-or-mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household as the staff member. Upon approval of the Department Head, additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

22.5 Military Leave. Emergency military leave, temporary military leave, and indefinite military leave shall be granted to members in accordance with state and federal law, specifically, in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

22.6 Voting Leave. Unit employees, who are New Mexico registered voters, are granted, at their request, time off from college duties to vote in government elections. Such time off within the daily work schedule is paid at straight-time for a maximum of two (2) hours. The College reserves the right to schedule the time off.

22.7 Jury Duty and Required Court Attendance. A staff member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled workday. In lieu of taking leave with pay, an employee may elect to retain monies received from the court. An employee who elects to take leave with pay must remit to the Payroll Office Human Resources Department monies received in connection with his or her enforced court attendance (excluding reimbursement for mileage).

22.8 Domestic Abuse Leave. The College provides domestic abuse leave to any employee who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial Independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the employee, a minor child of the employee, or a person for whom the employee is a legal guardian. When domestic abuse leave is taken in an emergency, the employee

or the employee's designee must give notice to the employee's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. An employee may use paid leave time or unpaid leave time, consistent with college policies.

22.9 Governmental Entity. A full-time staff member who has been duly appointed or elected as a member of a legally constituted State or Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (for example, City Council, County Commission, School District Board of Education, etc.). Any payment provided to the staff member, other than food and travel expenses, shall either be refused or turned into the College as reimbursement for the leave with pay. A staff member shall not participate in a Board or Commission if such participation will create a conflict of interest for the member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or his/her designee and it must not hamper the performance of his/her duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

22.10 Paid Parental Medical Leave. All bargaining unit members who have been employed at the College for twelve (12) consecutive months are eligible for parental leave up to twelve (12) weeks. Parental leave shall run concurrently with leave under the FMLA. The bargaining unit members should discuss the need for parental leave with their immediate supervisor well in advance of the leave and reasonably in advance for any arrangements to be made to cover the duties of the employee's position. The bargaining unit member and the immediate supervisor will work together to develop a plan for parental leave that meets the needs of the bargaining unit member and the needs of the College. They shall work together to minimize the impact of leave on the functioning of the department and the services provided to the College.

22.11 Leaves Without Pay. While leaves without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on approved leave without pay, the staff member shall be responsible for the employee and employer cost of medical benefits.

22.11.1 Education Leave - An extended leave of absence without pay may be granted an employee for a period not to exceed one (1) year. Upon request, this leave may be extended for a period not to exceed one (1) additional year.

22.11.2 Extended Personal Leave/Leave Without Pay - An employee may be granted an extended leave without pay for extended periods for illness or injury, personal reasons, sickness in a family, or other purposes of a personal nature at the discretion of the area Vice President. A staff member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practical. Approval may be granted for a limited duration and based on operational needs. Leave without pay shall not exceed one (1) year.

## Article 29. HEALTH AND SAFETY

29.1 The College and Staff will exercise their respective responsibilities under occupational safety and health standards, to create a safe and healthful environment in accordance with applicable state and federal law.

Whenever an employee observes a condition which they feel represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation to the appropriate administrator, which will be promptly investigated.

Whenever a staff unit employee believes in good faith that they are being required to work under unhealthy or unsafe conditions, they shall notify the appropriate administrator. The appropriate administrator shall investigate as soon as possible the alleged unhealthy or unsafe conditions and shall immediately communicate with the employee, in writing, the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.

An employee may request in writing a temporary reassignment (e.g. change of office, or modifications to tasks) when they believe in good faith that their present assignment presents a clear danger to their health and safety. The appropriate administrator shall promptly respond to such a request in writing. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented.

All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.

The College will organize and maintain a safety committee that advises on health and safety issues affecting employees covered by this Agreement and shall include as a member of that committee a designee of the bargaining unit. The committee will advise the College on policies and procedures, review health and safety concerns and suggestions, and provide recommendations regarding obtaining, purchasing, operating, or storing hazardous materials or equipment, and the procurement and use of appropriate personal protective equipment.

29.2 Protective devices and first aid equipment will be provided to staff members who practice in a hazardous institutional environment. The staff members will be responsible for the proper use of such devices. Unless specially trained as part of their job duties, employees will not be required to participate in any dangerous activities or conduct any operations that requires special training.

**Deleted:** 29.1 The parties will comply with all applicable State and Federal laws relating to safe working conditions. Whenever a staff member becomes aware of a condition which the staff member feels is a violation of institutional safety or health rules or regulation, or Board policy regarding work environment and discrimination; the staff member will report such conditions to an appropriate administrator who will promptly investigate such conditions and, if appropriate, remediate in a timely manner.

**Article 32. COMPENSATION**

32.1 Bargaining unit members, for Fiscal Year 2027, will receive a three percent (3%) across-the-board salary increase, inclusive of the 1% appropriated by the Legislature.

32.2 The following salary matrix will apply to bargaining unit employees effective the first full pay period following July 1, 2026. All extant members will be placed into the appropriate step following 32.3 (below):

Position	Step	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10
Custodians	16.55	17.21	17.90	18.62	19.36	20.14	20.94	21.78	22.65	23.56
Groundskeepers	16.55	17.21	17.90	18.62	19.36	20.14	20.94	21.78	22.65	23.56
Safety and Security Officers	16.55	17.21	17.90	18.62	19.36	20.14	20.94	21.78	22.65	23.56
Facility Tech	17.55	18.25	18.98	19.74	20.53	21.35	22.21	23.10	24.02	24.98
Receptionist	17.55	18.25	18.98	19.74	20.53	21.35	22.21	23.10	24.02	24.98
Financial Aid Student Outreach Spec	17.55	18.25	18.98	19.74	20.53	21.35	22.21	23.10	24.02	24.98
Shipping and Receiving	18.08	18.80	19.55	20.33	21.15	21.99	22.87	23.79	24.74	25.73
Accounting Tech/AP	19.18	19.95	20.74	21.57	22.44	23.33	24.27	25.24	26.25	27.30
Bookstore Clerk	18.08	18.80	19.55	20.33	21.15	21.99	22.87	23.79	24.74	25.73
Administrative Assistant	18.62	19.37	20.14	20.95	21.79	22.66	23.56	24.51	25.49	26.51
Business Office Specialist	18.62	19.37	20.14	20.95	21.79	22.66	23.56	24.51	25.49	26.51
Admissions Specialist I	19.72	20.51	21.33	22.19	23.07	24.00	24.96	25.96	26.99	28.07
Admissions Specialist II	20.50	21.32	22.17	23.06	23.98	24.94	25.94	26.97	28.05	29.17
Lab Technician	18.62	19.37	20.14	20.95	21.79	22.66	23.56	24.51	25.49	26.51
Testing Examiner/Academic Advisor	19.15	19.91	20.71	21.54	22.40	23.30	24.23	25.20	26.20	27.25
Recruiter	19.15	19.91	20.71	21.54	22.40	23.30	24.23	25.20	26.20	27.25
Catalog Technician	20.50	21.32	22.17	23.06	23.98	24.94	25.94	26.97	28.05	29.17
Academic Advisor	20.50	21.32	22.17	23.06	23.98	24.94	25.94	26.97	28.05	29.17

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32.1 Bargaining unit members, for Fiscal Year 2026, will receive a four percent (4%) across-the-board salary increase appropriated by the Legislature.

32.2 The following minimum pay rates apply to bargaining unit employees effective the first full pay period following July 1, 2025:

- Custodians - \$16.07 per hour
- Groundskeepers/Maintenance - \$16.07 per hour
- Safety and Security Officers - \$16.07 per hour
- Facility Tech - \$17.04 per hour
- Receptionist - \$17.04 per hour
- Financial Aid Student Outreach Specialist - \$17.04 per hour
- Shipping and Receiving - \$17.55 per hour
- Accounting Tech/AP - \$18.62 per hour
- Bookstore Clerk - \$17.55 per hour
- Administrative Assistant - \$18.08 per hour
- Business Office Specialist - \$18.08 per hour
- Accounting Tech/AP - \$18.62 per hour
- Admission Specialist I - \$19.15 per hour
- Admission Specialist II - \$19.90 per hour
- Lab Technician - \$18.08 per hour
- Testing Examiner/Academic Advisor - \$18.59 per hour
- Recruiter - \$18.59 per hour
- Catalog Technician - \$19.90 per hour
- Academic Advisor - \$19.90 per hour
- IT Tech - \$21.10 per hour
- Senior Facility Tech - \$21.10 per hour

32.3 Effective the first full pay period following ratification and signature of this Agreement, bargaining unit employees will receive \$0.90 per hour increases on every 4th year anniversary of continuous service with the College.

32.4 Northern New Mexico College understands the importance of making its employees feel valued and motivated. Management and designated members of the bargaining unit will conduct a study to gather data that will collectively allow for the creation of a career progression framework. This framework synchronizes the College's goals with the bargaining unit member's goals, builds trust, increases employee retention, and increases productivity. Data gathered should include such pieces as current salaries, competitive wages, job descriptions, employee evaluations, criteria for advancement, and training and professional development needs.

The results of any such study shall not be binding upon the College but shall only be used as consideration for the development of a career progression framework, and any future salary increase associated with a career progression framework shall be contingent on sufficient appropriations or other revenues to fund a career progression framework. A career progression framework will also be considered in conjunction with the College's other financial priorities and obligations.

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<u>IT Tech</u>	<u>21.73</u>	<u>22.60</u>	<u>23.51</u>	<u>24.45</u>	<u>25.42</u>	<u>26.44</u>	<u>27.50</u>	<u>28.60</u>	<u>29.74</u>	<u>30.93</u>
<u>Senior Facility Tech</u>	<u>21.73</u>	<u>22.60</u>	<u>23.51</u>	<u>24.45</u>	<u>25.42</u>	<u>26.44</u>	<u>27.50</u>	<u>28.60</u>	<u>29.74</u>	<u>30.93</u>
<u>Fleet Coordinator</u>	<u>19.21</u>	<u>19.98</u>	<u>20.78</u>	<u>21.61</u>	<u>22.47</u>	<u>23.37</u>	<u>24.31</u>	<u>25.28</u>	<u>26.29</u>	<u>27.34</u>
<u>Library Clerk</u>	<u>18.08</u>	<u>18.80</u>	<u>19.56</u>	<u>20.34</u>	<u>21.15</u>	<u>22.00</u>	<u>22.88</u>	<u>23.79</u>	<u>24.74</u>	<u>25.73</u>
<u>Safety and Security Supervisor</u>	<u>21.73</u>	<u>22.60</u>	<u>23.50</u>	<u>24.44</u>	<u>25.42</u>	<u>26.44</u>	<u>27.50</u>	<u>28.60</u>	<u>29.74</u>	<u>30.93</u>
<u>Test Center Proctor</u>	<u>16.55</u>	<u>17.21</u>	<u>17.90</u>	<u>18.62</u>	<u>19.36</u>	<u>20.14</u>	<u>20.94</u>	<u>21.78</u>	<u>22.65</u>	<u>23.56</u>

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For Fiscal Year 2027, Employees whose current wages fall between two steps will be placed into the higher of the two steps to avoid wage compaction. They will then follow the step progression based on the step in which they were placed.

32.3 – Salary Step Progression

Section 1. Step Structure

The salary schedule for each classification shall consist of ten (10) steps. Each step represents three (3) years of satisfactory service in the classification unless advanced earlier through approved professional development or training, as provided in this Article and Article ~~33~~.

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Section 2. New Hire Initial Step Placement

Newly hired employees shall be placed at the step determined by Human Resources and the hiring Manager, taking into account prior directly related experience, certifications, and internal equity. In no case shall a new employee be placed below Step 1 of the classification.

Section 3. Standard Step Progression

With satisfactory service, employees will advance one (1) step on the third anniversary of their beginning service at their current step. Their new pay rate will be reflected in the first pay period following the advancement, prorated according to where the advancement falls in the pay period.

Section 4. Professional Development Advancement

Employees may qualify for advancement to the next step prior to completing three (3) years of service by completing approved professional development activities that enhance job-related skills, certifications, or academic credentials. Eligible activities may include:

- completion of accredited coursework,
- attainment of job-related certifications or licenses,
- documented completion of structured training programs, or
- participation in employer-approved professional conferences, workshops, or continuing education.

Section 5. Evaluation of Professional Development

The College shall establish, in consultation with the Federation, clear and transparent criteria for determining when professional development activities are sufficient to qualify an employee for

early step advancement. Decisions regarding professional development credit shall not be arbitrary or capricious and shall be subject to the grievance and arbitration procedures of this Agreement.

Section 6. Maximum Step

Upon reaching the final step of the salary schedule for their classification, employees shall remain at that step but shall continue to receive any general wage increases, cost-of-living adjustments, or statewide salary increases negotiated or legislated during the term of this Agreement.

Section 7. Step Increases Are Separate From General Wage Increases

Step increases provided under this Article are in addition to and shall not be offset by any across-the-board wage increases, cost-of-living adjustments, or statewide salary adjustments enacted during the term of this Agreement.

Section 8. Satisfactory Service Defined

Satisfactory service shall mean that the employee has received a positive performance evaluation, or in the absence of an evaluation, the employee has not received a disciplinary action resulting in suspension or termination during the step period. Step increases shall not be withheld for minor performance issues that have not been formally documented and addressed through progressive discipline.

Section 9. Delayed Step Increases

If the College intends to deny or delay a scheduled step increase, the College shall provide written notice to the employee and the Federation at least thirty (30) days prior to the employee's eligibility date and shall identify the specific reasons for the delay. Any denial or delay shall be subject to the grievance and arbitration procedures of this Agreement.

Section 10. Recordkeeping and Transparency

The College shall maintain accurate records of step placement, probation completion dates, professional development credits, and step eligibility dates, and shall provide employees with written notice of each pay adjustment. The Federation shall have the right to review such records upon reasonable request.

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## Article 33 – Career Progression, Professional Development, and Training

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### Section 1. Purpose

The College and the Federation recognize that ongoing professional development enhances employee skills, improves service quality, and supports career advancement within the bargaining unit. This Article establishes a structured system for supporting and recognizing professional development activities and their role in employee advancement.

### Section 2. Service Level Agreements (SLAs)

The College and the Union recognize the value of establishing clear performance and efficiency benchmarks, referred to as Service Level Agreements (SLAs) or Service Standards, to ensure high-quality service delivery. The SLA will prioritize resource stewardship and will impact Northern's brand value and impact. The College and the Union may confer from time to time to establish such agreements or standards.

### Section 3. Professional Development Fund

The College shall establish and maintain an annual Professional Development Fund to support employee participation in job-related training, education, certifications, conferences, and workshops. Funding shall be allocated on a fiscal-year basis and shall be used exclusively for bargaining unit employees.

### Section 4. Eligible Activities

Professional development activities eligible for funding and/or step advancement consideration include, but are not limited to:

1. accredited college or university coursework,
2. job-related certification or licensure programs,
3. continuing education units (CEUs),
4. employer-sponsored or external training programs,
5. attendance at professional conferences, seminars, or workshops relevant to the employee's duties.

### Section 4. Joint Professional Development Committee

A Joint Professional Development Committee (JPDC) shall be established consisting of an equal number of representatives appointed by the Employer and the Federation. The Committee will be co-chaired by a member from each group, which will switch chair duties each meeting. In the event of a deadlock on a vote, a coin toss will be used or the grievance process will be pursued. The Committee shall:

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1. review and approve professional development funding requests,
2. evaluate whether completed professional development qualifies for early step advancement under Article 32,
3. evaluate whether professional development aligns with qualifications for promotion under Article 33,15
4. work with department heads and supervisors to assess needs for additional professional development among staff (such as CDL or other specialized certifications) and assist with identifying potential candidates for such training,

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- 5. develop and publish annual guidelines for eligible training and reimbursement levels, and
- 6. ensure equitable distribution of funds across departments and classifications.

**Section 5. Application and Approval Process**

Employees seeking funding for training shall submit a written memo describing:

- 1. the proposed professional development activity,
- 2. its relevance to their current or anticipated job duties, and
- 3. associated costs and time commitments.

The College shall issue written approval or denial within thirty (30) calendar days of submission. Denials shall include a written explanation.

In such cases where the College has requested training, this process is waived.

All cases of employee classification and promotion advancement shall follow this procedure.

**Section 6. Reimbursement and Paid Release Time**

Subject to available funds and prior approval, the College shall reimburse employees for reasonable costs associated with approved professional development, including tuition, registration fees, required materials, and travel. The College may also provide paid release time for attendance when the training occurs during scheduled work hours.

**Section 7. Professional Development and Step Advancement**

Completion of professional development approved by the JPDC may qualify an employee for early step advancement as provided in Article 32. The Committee shall apply consistent, published criteria when determining whether professional development meets the threshold for step progression.

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**Section 8. Recordkeeping and Transparency**

The College shall maintain records of all professional development requests, approvals, denials, and step or promotional advancements resulting from professional development. The Federation shall have the right to review these records upon reasonable request.

**Section 9. Non-Discrimination and Equity**

Access to professional development funding and opportunities shall be administered in a fair and equitable manner without regard to department, supervisor, or work schedule.

**Section 10. Alignment With Institutional and Community Priorities**

Professional development activities funded or approved under this Article shall, to the extent practicable, align with the College’s institutional mission. The College agrees to include Federation appointed representation from the bargaining unit in organizational strategic planning sessions. This involvement is intended to align departmental operational goals with the workforce capabilities and resources of the non-exempt staff.

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**Section 11. Support for Educational Advancement**

Where feasible, the College shall support employees pursuing degrees, certificates, or licensure programs that directly relate to their current position or to promotional opportunities within the bargaining unit. Support may include tuition reimbursement, flexible scheduling, or release time, subject to operational needs and available funding.

**Section 12. Career Progression Framework**

In future negotiations, the Parties agree to develop and implement a tiered career pathway/progression structure that provides opportunities for promotion that accounts for completed staff training, professional development, demonstrated competencies, and relevant experience.

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# NORTHERN New Mexico College



## Memorandum

**To:** Board of Regents, Northern New Mexico College  
**From:** President Balderas  
**Date:** May 29, 2026  
**Re:** Ratification of Collective Bargaining Agreement between Northern New Mexico College and the Adjunct Faculty Bargaining Unit

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*Issue:* The Collective Bargaining Agreement between the College and the Adjunct Faculty Bargaining Unit expires on June 30, 2026. Pursuant to the terms of the agreement, the entire Collective Bargaining Agreement was open for negotiation this year. The College and the Adjunct Faculty have completed negotiations and have agreed to the following substantive modifications to the agreement, which are also reflected in the attached redlined document:

- Article 3, Definitions: amended the definition of “contact hour” to reflect the same language as defined in the Full-Time Faculty CBA;
- Article 4, Discrimination: updated to reflect the same language as defined in the Full-Time Faculty CBA;
- Article 9, Academic Freedom:
  - 9.1-9.2: creates additional protections for academic freedom and free speech;
  - 9.5-9.6: creates additional steps in the Progressive Discipline and Grievance Procedure processes for matters involving academic freedom, providing for review of the matter by the Tenure Committee prior to final resolution of the discipline or grievance;
- Article 11, Grievance Procedure: 11.6.3(b): updated to make clear that Provost will schedule a meeting for grievance at Level 3;
- Article 14.3(d), Faculty Responsibilities and Duties: updated to make clear that faculty are responsible for College property that is in their care;
- Article 15, Academic Calendar and Work Year:
  - 15.2: updated to make the academic calendar start and end dates clearer
  - 15.3: updated to reorder holidays and correct grammatical error
- Article 16, Faculty Evaluation: amended to base evaluation on established evaluation criteria;
- Article 19, Vacancies and Job Placement:
  - 19.3: provides that in making hiring decisions contemplating adjunct faculty, such decisions shall consider qualifications and past performance of current adjunct;
  - 19.5-19.8: creates a preference structure for assignment of adjunct courses so that adjuncts who have an established employment relationship with the College and have a history of good performance have priority in adjunct course assignments;

- Article 26, Compensation:
  - 26.1: provides for an 8% increase to the Theory courses and exploration of the overall funding approach to adjunct compensation, a
  - 26.2: updated to allow for additional compensation for courses over 20 students, irrespective of modality
  - 26.6: updated to clarify required attendance and that compensation for adjunct Faculty Senators shall be paid out of the Office of the Provost.

The remaining articles in the existing agreement remain unchanged and will persist into the new agreement, which will be effective until June 30, 2029.

*Recommendation:* College administration recommends that the Board of Regents agree to the updated terms, as described, of the new full collective bargaining agreement.

### Article 3. DEFINITIONS

3.1 Unless otherwise specifically defined elsewhere in this Agreement, the following definitions shall be applicable throughout the Agreement.

3.2 “NNMC” shall mean Northern New Mexico College.

3.3 “Bargaining Unit” shall mean all adjunct faculty members at NNMC who do not hold a staff contract with the institution.

3.4 “College” shall mean Northern New Mexico College or NNMC.

3.5 “Federation” shall mean the AFT-New Mexico Northern Federation of Educational Employees #4935.

3.6 “Board” shall mean the Northern New Mexico College Board of Regents.

3.7 “Faculty” shall mean all Bargaining Unit faculty members unless explicitly stated otherwise.

3.8 “President” shall mean the chief executive officer of Northern New Mexico College.

3.9 “Chair” shall mean the Department Chair for each academic unit with a designated Chair, and the Dean of the College for those academic units with a designated Dean.

3.10 The use of one gender term shall be interpreted as including all genders.

3.11 “Day” shall mean one working day (Monday through Friday) when the College is open.

3.12 “Administration or Administrator” shall mean any administrator who is not part of the bargaining unit and is a management or supervisory employee, i.e., Dean, Vice President for Academic Affairs/Provost, President, or their designee.

3.13 “Deadline” shall mean any deadline in the agreement that falls on a non-working day shall be moved to the next working day.

3.14 “Contact hour” shall mean a measure that represents an hour of scheduled instruction given to students. A semester contact hour is normally granted for satisfactory completion of one 50-minute session of classroom instruction per week for a semester of not less than fifteen weeks, or the equivalent for courses held over different term lengths (e.g. 8-week terms).

3.15 “Credit hour” shall mean a measure that represents a session of instruction. A credit hour could be of three types: T (theory) that consists of 50-minutes of instruction (or one contact hour); S (studio) that consists of 100-minutes of instruction (or two contact hours); and L (lab) that consists of 150-minutes of instruction (or three contact hours).

**Deleted:** 3.14 “Contact hour” shall mean a measure that represents an hour of scheduled instruction given to students. A semester contact hour is normally granted for satisfactory completion of one 50-minute session of classroom instruction per week for a semester of not less than fifteen weeks.

**Article 4. DISCRIMINATION**

The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement at Appendix A.

**Deleted:** The College shall adopt a Board policy protecting all employees from discrimination, which shall be incorporated herein as a condition of this Agreement

## Article 9. ACADEMIC FREEDOM

9.1 No faculty member shall be subject to censorship, restraint, or discipline for exercising their rights in research, teaching, or extramural speech.

9.1.1 Faculty use of social media to address matters of public concern is protected as “extramural speech.”

9.1.2 Unless explicitly authorized, faculty speech on social media is presumed to be in a personal capacity. A faculty member cannot be disciplined for failing to include a disclaimer (e.g., "views are my own") unless the context creates a clear and present danger of institutional liability.

9.1.3 No faculty member shall be disciplined for “institutional harm” or “reputational damage” resulting from their personal social media posts, provided the speech is not an official College communication.

9.2 When speaking or writing as citizens, faculty shall be free from institutional censorship or discipline. The College acknowledges that a faculty member’s private expressions do not represent the institution.

9.3 The personal life of an adjunct faculty member is not a proper concern of the College, provided that it does not adversely affect or interfere with the faculty member’s effectiveness in fulfilling his or her professional obligations.

9.4 The College is committed to the promotion of responsible academic freedom for its adjunct faculty and students. The major premise of academic freedom is that open inquiry and expression by adjunct faculty and students is essential to the College’s mission. Academic freedom shall be understood to include but not be limited to the following:

- a. Academic freedom means that both adjunct faculty members and students can engage in intellectual debate without fear of censorship or retaliation.
- b. Academic freedom establishes an adjunct faculty member’s right to remain true to his or her pedagogical philosophy and intellectual commitments. It preserves the intellectual integrity of our educational system and thus serves the public good.
- c. Academic freedom in teaching means that both adjunct faculty members and students can make comparisons and contrasts between subjects taught in a course and any field of human knowledge or period of history.
- d. Academic freedom gives both students and adjunct faculty the right to express their views—in speech, writing, and through electronic communication, both on and off campus—without fear of sanction, unless the manner of expression substantially impairs the rights of others or, in the case of adjunct faculty members, those views demonstrate that they are professionally ignorant, incompetent, or dishonest with regard to their discipline or fields of expertise.

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- e. Academic freedom gives both students and adjunct faculty the right to study and do research on the topics they choose and to draw what conclusions they find consistent with their research, though it does not prevent others from judging whether their work is valuable and their conclusions sound. To protect academic freedom, universities should oppose efforts by corporate or government sponsors to block dissemination of any research findings.
- f. Academic freedom means that the political, religious, or philosophical beliefs of politicians, administrators, and members of the public cannot be imposed on students or adjunct faculty.
- g. Academic freedom gives adjunct faculty members and students the right to seek redress or request a hearing if they believe their rights have been violated.
- h. Academic freedom protects adjunct faculty members and students from reprisals for disagreeing with administrative policies or proposals.
- i. Academic freedom gives adjunct faculty members and students the right to challenge one another's views, but not to penalize them for holding them.
- j. Academic freedom protects an adjunct faculty member's authority to assign grades to students, so long as the grades are not capricious or unjustly punitive. More broadly, academic freedom encompasses both the individual and institutional right to maintain academic standards.
- k. Academic freedom gives adjunct faculty members substantial latitude in deciding how to teach the courses for which they are responsible.
- l. Academic freedom guarantees that serious charges against an adjunct faculty member will be heard before a committee of his or her peers. It provides adjunct faculty members the right to due process, including the assumption that the burden of proof lies with those who brought the charges, that adjunct faculty have the right to present counter-evidence and confront their accusers, and be assisted by an attorney in serious cases if they choose.
- m. Academic freedom includes the assessment of student academic performance, including the assignment of particular grades and the following principles in assigning grades: (1) the individual adjunct faculty member has the responsibility for the assignment of grades; (2) students should be free from prejudicial or capricious grading; and (3) if the adjunct faculty does not initiate a change of grade, no grade may be assigned or changed without following the Grade Appeal Process of NNMC. The review of a student complaint over a grade should follow the current procedure established by the Scholastic Standards Committee.
- n. Academic freedom does not mean an adjunct faculty member can harass, threaten, intimidate, ridicule, or impose his or her views on students, college adjunct faculty

members, staff members, college administrators, and other members of the college community.

- o. Student academic freedom does not deny adjunct faculty members the right to require students to master course material and the fundamentals of the disciplines that adjunct faculty teach.
- p. Neither academic freedom nor tenure protects an incompetent adjunct faculty member from losing his or her job. Academic freedom thus does not grant an unqualified guarantee of lifetime employment.
- q. Academic freedom does not protect adjunct faculty members from colleagues or student challenges to or disagreement with their educational philosophy and practices.
- r. Academic freedom does not protect adjunct faculty members from non-college penalties if they break the law.
- s. Academic freedom does not give students or adjunct faculty the right to ignore college regulations, though it does give adjunct faculty and students the right to criticize regulations they believe are unfair.
- t. Academic freedom does not protect students or adjunct faculty from disciplinary action, but it does require that they receive fair treatment and due process.
- u. Academic freedom does not protect adjunct faculty members from sanctions for professional misconduct, though sanctions require clear proof established through due process.
- v. Neither academic freedom nor tenure protects an adjunct faculty member who repeatedly skips class or refuses to teach the classes or subject matter assigned.
- w. Academic freedom does not allow an adjunct faculty member to prevent a talk or a performance.
- x. Academic freedom does not protect an adjunct faculty member from investigations into allegations of scientific misconduct or violations of sound college policies, nor from appropriate penalties should such charges be sustained in a hearing of record before an elected adjunct faculty body.
- y. Control of presentation includes selection of subject matter including online resources (e.g. publisher's website content) to be covered and of textbooks and other materials to be used. Because these choices are reflected in various administrative concerns, decisions as to topic coverage and selection of texts and materials are subject to the approval of the adjunct faculty members immediate supervisor and shall be aligned with the academic department requirements. Mindful of the importance of academic freedom, the immediate supervisor shall not disapprove an adjunct faculty's decision in these areas arbitrarily or without

justifiable cause. In the event adjunct faculty members believe disapproval of their texts or materials by their supervisor is unjust, they may appeal to the next higher administrative level as explained in the grievance procedure.

9.5 In the event that this article is implicated in Progressive Discipline, there shall be an intermediate step before appeal to the President where the faculty member may ask for a hearing of record on the issue of academic freedom by the Committee on Academic Freedom, Promotion, and Tenure ("Tenure Committee"). For purposes of this article, the Tenure Committee shall include a member of the adjunct faculty.

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9.5.1 The findings of the Tenure Committee regarding the academic merit or relevance of a faculty member's work shall be considered by the President in consideration of the appeal of the proposed discipline.

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9.6 In the event that this article is grieved pursuant to the Grievance Procedure articulated in the collective bargaining agreement, there shall be an intermediate step before the appeal to the Provost where the grievant may ask for a hearing of record on the issue of academic freedom by the Committee on Academic Freedom, Promotion, and Tenure ("Tenure Committee"). For purposes of this article, the Tenure Committee shall include a member of the adjunct faculty.

9.6.1 The findings of the Tenure Committee regarding the academic merit or relevance of a faculty member's work shall be considered in the following steps of the grievance procedure.

## Article 11. GRIEVANCE PROCEDURE

11.1 Purpose. The purpose of this grievance procedure shall be defined as a claim that a provision or provisions of this agreement have been violated. The Federation and the College agree that this is the only grievance procedure available to adjunct faculty members of the bargaining unit.

### 11.2 Definitions.

- a. A “grievance” shall be defined as a dispute pertaining to a claim that alleges a violation of this Agreement.
- b. A “grievant” shall be any adjunct faculty member, group of adjunct faculty members, or the Federation.
- c. “Days” shall mean workdays and shall not include holidays or recesses observed by the College.

### 11.3. Procedures

- a. Grievance proceedings shall be kept informal and confidential at all levels of this procedure. Breach of confidentiality may result in disciplinary action.
- b. The number of days indicated at each level of this procedure shall be considered a maximum, and every effort shall be made to expedite the process.
- c. If the College fails to comply with the time limit requirements as set forth under any of the procedure levels, the grievance shall be considered automatically appealed to the next level of the procedure.
- d. If the grievant fails to comply with the grievant’s time limit requirements as set forth under any of the procedure levels, the grievance shall be considered null and void.
- e. The time limits set forth herein may be extended provided the extension has been mutually agreed upon in writing by the parties.
- f. A grievance shall not be considered unless the grievant files the grievance no later than ten (10) days after the grievant knew or reasonably should have known of the action that precipitated the grievance.
- g. No reprisal or retaliation by any party to grievance shall be taken against any party as a result of participation in the proceeding of a grievance.
- h. A grievant and the party charged may be accompanied and represented at any hearing or meeting conducted under this procedure.

- i. An adjunct faculty member, acting individually, may present a grievance without the intervention of the Federation provided the grievance has been processed in accordance with this procedure. At any hearing of a grievance brought individually by an adjunct faculty member, the Federation as a party to this Agreement, will be afforded the opportunity to be present and present its views. Any adjustment made shall be consistent with the provisions of this Agreement.
- j. If a grievance affects a group of two or more adjunct faculty members of the bargaining unit or involves a decision or action by the College that has a system-wide impact, the Federation may submit the grievance on behalf of the affected adjunct faculty members at Level Two of this procedure. The parties may submit this grievance at Level One if all of the members of the bargaining unit affected by the grievance have the same supervisor.
- k. The parties shall cooperate in any investigation that may be necessary in order to expedite the process.
- l. All documents related to grievance shall be maintained in a separate grievance file and shall not be kept in the personnel file of any of the grievance participants.
- m. All grievances and grievance responses shall be filed and processed on grievance forms mutually agreed upon by the parties and contained in an Appendix of this Agreement.
- n. Unless otherwise agreed to by the parties, the processing of grievances shall be conducted during non-instruction time.
- o. All decisions shall be submitted in writing at each step of the grievance procedure and the decision shall be submitted to both the grievant and the Federation.

#### 11.4 Level One

- a. A grievant shall first submit the grievance in writing to the grievant's immediate supervisor, either directly or through the grievant's Federation representative, with the objective of resolving the issue informally.
- b. If the grievance is not resolved with the immediate supervisor, or the immediate supervisor has not responded within ten (10) workdays of the grievance filing, a grievance may be filed at Level Two.
- c. If the immediate supervisor has no authority to resolve the grievance, the grievance may be submitted by the grievant directly to Level Two. Management may defer the grievance back to Level One if the supervisor at that level has the authority to address the grievance, so long as such deferral takes place within ten (10) days of receipt of the grievance.
- d. If the grievant is not satisfied with the immediate supervisor's disposition, the grievant may appeal the grievance to Level Two (the Dean) no later than ten (10) days following the receipt of the immediate supervisor's decision.

#### 11.5 Level Two

- a. No later than ten (10) days following receipt of the written grievance, the Dean shall schedule a meeting in an attempt to resolve the grievance. Each party shall be entitled to bring documents and/or witnesses to the meeting in order to present evidence on their behalf. Each party shall have the right to question witnesses brought by the other party.
- b. No later than ten (10) days following the conclusion of the meeting, the Dean shall submit the written response to the grievant and the Federation.

#### 11.6 Level Three

- a. If the grievance is not settled at Level Two and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Three (Provost), it shall be appealed, in writing, to the Provost within ten (10) workdays after receipt of the decision at Level Two.
- b. No later than ten (10) days following the receipt of the written grievance, the Provost shall schedule a meeting at a mutually agreeable time in an attempt to resolve the grievance.
- c. No later than ten (10) days following the conclusion of the meeting, the Provost shall submit the written response to the grievant and the Federation.

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#### 11.7 Level Four

- a. If the grievance is not settled at Level Three and the grievant(s) or the Federation (with concurrence of the grievant) wish to appeal the grievance to Level Four (President or designee), it shall be appealed, in writing, to the President within ten (10) workdays after receipt of the decision at Level Three.
- b. Within ten (10) workdays the President, or the designated representative, provided said person has not been previously involved in Levels One, Two or Three, shall discuss the grievance with the grievant(s) and Federation representatives, if so desired, at a time mutually agreeable to the parties. If no settlement is reached, the President, or the designated representative, shall give a written answer within ten (10) workdays following such meeting.

#### 11.8 Arbitration

- a. If both the grievant and the Federation are not satisfied with the President's written disposition, the Federation may appeal the grievance to arbitration by submitting a written request for arbitration to the President no later than ten (10) days following the receipt of the President's or designee's written decision.
- b. The arbitrator will be selected from a list of five (5) arbitrators requested from the Federal Mediation and Conciliation Service (FMCS) or American Arbitration Association (AAA). The arbitrator shall be chosen through the process of alternatively striking arbitrators until

one (1) remains. The order for striking shall be determined by the parties by the flip of a coin. This process shall be conducted no later than ten (10) days following receipt by the parties of the list of arbitrators from FMCS or AAA.

- c. The arbitrator shall conduct a hearing as soon as possible. The arbitrator may establish the rules of procedure and, at the arbitrator's discretion, may require the parties or witnesses to testify under oath.
- d. The arbitrator's decision shall be submitted in writing within thirty (30) days after the closing of the hearing and shall include the decision, rationale, and, if appropriate, relief. The arbitrator shall have no authority to add to or subtract from or extend or detract from the rights of employees covered by this Agreement.
- e. The arbitrator's decision shall be final and binding on the parties.
- f. The arbitrator's fees and costs shall be shared equally by the parties. All other expenses shall be assumed by the party incurring the cost.

**Article 14. ADJUNCT FACULTY RESPONSIBILITIES AND DUTIES**

14.1 Professional Ethics. An adjunct faculty member shall demonstrate respect for the students, college faculty members, staff members, college administrators, and other members of the college community in their role as intellectual guides, foster honest academic conduct, and promote an atmosphere that is conducive to learning and the acquisition of scholarly standards. They shall strive to help each student realize his or her potential as a worthy and effective member of society.

14.2 Collegial Respect. An adjunct faculty member will demonstrate respect for their colleagues, uphold academic ethics, collaborate, and model the culture of the academy. In fostering an environment of collegial respect, adjunct faculty will observe basic etiquette, honor each other's intellectual domain and individual strengths while collectively working towards meeting the needs of students in fulfillment of NNMC's mission.

14.3 Adjunct faculty duties. Each adjunct faculty member shall be responsible for the following:

- a. Become familiar with College policies and procedures.
- b. Be able to explain to students the course content and requirements and distribute a course syllabus during the first day of scheduled class.
- c. Meet every assigned class at its designated time except for illness, emergency situations, and approved absences.
- d. Assume responsibility for the security of College facilities and equipment under their care.
- e. Maintain a classroom that is conducive to learning and indicate a sincere interest in students' education.
- f. Arrange for equipment, supplies, and materials necessary for instruction.
- g. Advise students concerning academic achievement, absences, and tardiness that might jeopardize satisfactory progress.
- h. Emphasize to all classes the importance of prompt, regular and continuous class attendance.
- i. Maintain accurate scholastic records of students enrolled in each class, and submit course enrollment correction forms to the registrar by due date, and grade reports to the Registrar's Office by due date.
- j. Refer students who need special consideration to the appropriate student services.
- k. Report all irregularities, questions, or problems concerning instruction to the department supervisor.

- l. Keep credentials and certifications (as required) current and on file in the Human Resource Office.
- m. Conduct assigned classes in accordance with the stated philosophy and objectives of the College and in accordance with the approved master course syllabus.
- n. Submit midterm and final grades on time.
- o. Submit student learning outcomes assessment and relevant accreditation documentation when required.
- p. Participate in all activities directed by the supervisor related to student learning outcomes assessment and accreditation processes when they are required by the program of study.
- q. Recommend course textbook.
- r. Recommend the selection of library books, reference materials, and periodicals for the Library.

**Article 15. ACADEMIC CALENDAR AND WORK YEAR**

15.1 The work year is normally defined by the academic calendar, which is approved by the Administration after consultation with the Federation.

15.2 The academic year shall begin with Convocation Week in the Fall, and shall end with the date that final grades are due for the Spring semester. The Fall and Spring semesters begin with Convocation Week, and ends with the date that final grades are due for the respective terms. The Summer term begins with the first day of classes, and ends with the date that final grades are due. Adjunct faculty are encouraged to attend the Fall and Spring Convocation Week events and the Spring Graduation ceremony.

15.3 The following holidays will be observed during the term of this Agreement:

- a. Labor Day
- b. Fall Break as defined in the Academic Calendar
- c. Veteran’s Day
- d. Thanksgiving, the Wednesday prior, and the Friday following
- e. All days when the college is closed for Winter Break
- f. Martin Luther King's Birthday
- g. Presidents’ Day
- h. Good Friday
- i. Spring Break as defined in the Academic Calendar

**Deleted:** 15.2 The academic calendar for Fall shall begin with the convocation week and shall end with the date that final grades are due for the Spring semester. Adjunct faculty are encouraged to attend the Fall and Spring convocation week events and the Fall and Spring Graduation ceremonies.

**Deleted:** 15.3 The following holidays will be observed during the term of this Agreement:  
Labor Day  
Fall Break as defined in the Academic Calendar  
Veteran’s Day  
Thanksgiving, the Wednesday prior, and the Friday following  
All days when the college is closed for Winter Break  
Martin Luther King's Birthday  
Good Friday  
Spring Break as defined in the Academic Calendar  
Presidents Day

## Article 16. FACULTY EVALUATION

Evaluation of adjunct faculty members will be consistent with NNMC's Mission, Vision, Strategic Goals, and Core Values.

16.1 Evaluation. All members of the Bargaining Unit shall be evaluated on a regular basis, not to exceed once per semester in which they are teaching. This evaluation will be formative, with plans implemented to develop and intensify the skills of the faculty member. When areas for improvement are identified, reasonable plans for support and skill development shall be provided.

16.2 Faculty members may be evaluated by their immediate supervisor or higher level in the administrative line of authority. Evaluators shall have sufficient familiarity with the faculty member's instructional responsibilities to conduct a fair and informed evaluation.

16.3 Evaluation Criteria and Process. Evaluations shall be based on clearly defined, job-related criteria that are communicated to adjunct faculty in advance of the evaluation period.

- a. Departments shall utilize consistent evaluation rubrics or criteria across similarly situated adjunct faculty.
- b. Evaluation materials may include, but are not limited to: classroom observations, student feedback, syllabi review, and other relevant evidence of teaching effectiveness.
- c. Non-tenure track faculty shall be informed of the materials used in their evaluation and shall have access to such materials upon request.
- d. No evaluation shall be based solely on a single measure (e.g., student evaluations) without consideration of additional relevant evidence.

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**Deleted:** 16.1 Evaluation. All adjunct faculty members of the Bargaining Unit will participate in a semester evaluation. This evaluation will be formative, with plans implemented to develop and intensify the skills of the adjunct faculty member. ...

## Article 19. VACANCIES AND JOB PLACEMENT

19.1 All instruction division openings shall be posted and disseminated in a manner that will make them available to the adjunct faculty. The Federation and the College may agree upon additional appropriate methods of notification as deemed appropriate.

19.2 The parties acknowledge that the College has been and continues to be an Equal Opportunity Employer.

19.3 The College and the Federation are committed to maintain a high-quality adjunct faculty. Pursuant to this goal, instruction division openings will be filled with the best suited applicant as determined by management. In making such determinations, the College shall give due consideration to the qualifications, experience, and prior performance of current adjunct faculty.

19.4 When the College determines to make changes in existing job descriptions within the bargaining unit, the Federation may review those changes.

19.5 Preference for Future Instructional Assignments. Adjunct faculty who have received satisfactory or higher evaluations shall be granted preference for future instructional assignments, consistent with the tiered assignment process below.

Preference shall mean that such non-tenure track faculty are considered before new applicants for courses for which they are qualified. This provision does not guarantee continued employment, a specific assignment, or course load, nor does it interfere with a department Chair's exclusive authority to determine course offerings or scheduling.

### 19.6 Tiered Adjunct Assignment System

19.6.1 Tier 1 – Established Non-tenure track Faculty with Seniority are those who:

- Have taught in the department in immediately prior semesters,
- Have received satisfactory or higher evaluations, and
- Have accumulated teaching seniority within the College

Priority: Offered available courses before Tier 2 or Tier 3 applicants. Seniority within Tier 1 may be used as a tiebreaker when multiple adjuncts are equally qualified.

19.6.2 Tier 2 – Returning Adjunct Faculty are those who have previously taught at the College but do not meet all Tier 1 criteria (e.g., limited recent teaching).

Priority: Considered for assignments after Tier 1 but before Tier 3 applicants.

### 19.6.3 Tier 3 – New Applicants

Individuals who have not previously taught at the College.

Priority: Considered only after all Tier 1 and Tier 2 adjuncts have been offered available courses.

19.7 Assignment Process, Advance Notice, and Early LOA for Recurring Courses. Departments shall make reasonable efforts to offer available assignments to qualified Tier 1 and Tier 2 adjuncts before hiring new instructors.

- a. Adjunct faculty shall be provided advance notice of course assignments no later than 30 days before the semester begins.
- b. Courses taught regularly each semester (e.g., introductory/general education/core courses offered every semester) shall be identified as “recurring courses.”
- c. Adjunct faculty in Tier 1 who have previously taught these courses with satisfactory or higher evaluations shall have the first opportunity to accept assignments for these courses via an early Letter of Assignment (LOA).

19.8 Documentation and Transparency. Departments shall maintain records of course assignments, and the College shall maintain evaluation results, recurring course LOAs, and notices sufficient to document compliance with this Article. Upon request, adjunct faculty or the Federation may review assignment practices to ensure fairness and adherence to the Agreement.

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**Article 26. COMPENSATION**

26.1 Compensation for adjunct faculty will be based on the following matrix showing rates per credit hour. Any credentials between the master's degree and the doctorate degree will not be compensated at the doctorate level.

	Bachelor	Master	PhD
Theory	<del>\$878</del>	<del>\$941</del>	<del>\$1003</del>
Non-special (Studio/Lab)	\$1182	\$1269	\$1353
Special (Studio/Lab)	\$2184	\$2340	\$2498

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The College and members from the collective bargaining unit also commit to exploring amending the matrix to establish base rates of pay based on the subject matter of instruction. [The College and Bargaining unit will meet to explore this amendment by October 23, 2026. Additionally, a representative of NFEE will be invited to future budget retreats.](#)

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26.2 For courses under twenty (20) students, the above matrix will be used. For courses with enrollments greater than twenty (20) students, compensation will be increased by multiplying the base pay by a weighting factor (WF). The weighting factor is calculated by taking the enrolled number of students divided by twenty (20). For example, an overload course with 22 students would use a weighting factor of  $22/20 = 1.1$ .

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The number of enrolled students that will be used for the calculation is the one on the second Monday of classes. For eight-week courses or summer terms, the number of enrolled students that will be used for the calculation is the one on the first Thursday of classes.

26.3 Online courses will be eligible for an additional stipend:

- A. For fully online asynchronous courses, faculty shall only teach these modalities if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. In addition, courses taught in these modalities must be approved by the Office of Distance Education for the faculty member to receive any online stipend. The stipend rate shall be paid at \$150 per credit hour.
- B. For blended courses (BOL), faculty shall only teach this modality if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. In addition, courses taught in these modalities must be approved by the Office of Distance Education for the faculty member to receive any online stipend. The stipend rate shall be paid at \$75 per credit hour.

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C. Prior to the next open negotiation of the collective bargaining agreement, management will create an internal peer review process that includes Adjunct Faculty in order to improve the effectiveness and efficiency of the approval process for online courses.

26.4 School District employees who teach dual credit courses at High School facilities are not adjunct faculty members under this Agreement and are not eligible to any compensation described in sections 26.1-26.3. These School District employees will remain employees and agents of the School District and are not employees or agents of the College. The College may separately choose to provide stipends to those School District employees.

26.5 Salaries funded by Federal Grants and Federal Contracts are regulated by the Code of Federal Regulations.

26.6 Adjunct Faculty serving as Faculty Senators will be compensated \$400 per semester for the duration of this agreement to attend Faculty Senate meetings. This compensation shall be available to a maximum of three (3) non-tenure track faculty members per year. Award requires attendance at a minimum of 80% of the meeting of the Faculty Senate. Upon meeting this requirement, the Secretary/Treasurer of the Faculty Senate shall notify the Office of the Provost. Funds for this stipend shall be allocated from the budget of the Office of the Provost. Upon receipt of notification from the Senate, the Office of the Provost shall issue the compensation to the Senator, to be paid no later than the last pay period of the semester.

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26.7 Adjunct faculty will be eligible for an \$80 stipend per academic year if they participate in at least 80% of the meetings for the following committees: Academic Standards Committee and the Undergraduate Curriculum Committee. The following conditions apply:

a. Only one adjunct faculty member per academic department in each of the committees can participate.

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b. Only two adjunct faculty members per committee will be allowed to receive the stipend.

c. Upon meeting the attendance requirement, the Secretary/Treasurer of the Faculty Senate shall notify the Office of the Provost. Funds for this stipend shall be allocated from the budget of the Office of the Provost. Upon receipt of notification from the Senate, the Office of the Provost shall issue the compensation to the Senator, to be paid no later than the last pay period of the semester.

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d. The chair of the committee will determine which adjunct faculty members will become part of the committee in the case that several adjunct faculty members sign up for the committee.

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26.8 The President will continue to advocate to the Legislature to prioritize funding and resources for Adjunct Faculty. Advocacy efforts will be made transparent to Adjunct Faculty and the Federation.

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# NORTHERN New Mexico College



## Memorandum

**To:** Board of Regents, Northern New Mexico College  
**From:** President Balderas  
**Date:** May 29, 2026  
**Re:** Ratification of Collective Bargaining Agreement between Northern New Mexico College and the Full-Time Faculty Bargaining Unit

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*Issue:* The College and the Full-Time Faculty bargaining unit have completed negotiations for this year and have agreed to the following substantive modifications to the Collective Bargaining Agreement:

- Article 17, Academic Calendar & Work Year: updated to make definition of academic year clearer and to fix grammatical errors;
- Article 18, Workload: updated to make clear that College does not enforce in-person requirement beyond required office hours and to create a Professional Development Day for faculty at convocation;
- Article 20, Faculty Rights to Tenure: updates to format of tenure application materials/process and timelines for consideration of tenure transfer;
- Article 35, Fringe Benefits: updated to reflect existing available fringe benefits;
- Article 36, Compensation:
  - 36.1: updated to reflect 2% across the board increase to full-time faculty, creates compensation structure for Full Professor that provides an 8% increase from Associate Professor with >10 years of experience to Full Professor position, creates the faculty position of Integrated Studies in the matrix;
  - 36.3: updated overload compensation to reflect changes to adjunct faculty compensation matrix, increasing compensation for Theory courses by 8%;
  - 36.6: updated to allow for additional compensation for courses over 20 students, irrespective of modality.

The remaining articles in the existing agreement remain unchanged and will persist into the new agreement, which will be effective until June 30, 2027.

*Recommendation:* College administration recommends that the Board of Regents agree to the updated terms, as described.

**Article 17. ACADEMIC CALENDAR AND WORK YEAR**

17.1 The work year is normally defined by the academic calendar. The academic calendar is approved by the Administration and the Board of Regents after consultation with the Federation.

17.2 The academic year shall begin with Convocation Week in the Fall, and shall end with the date that final grades are due for the Spring semester. The Fall and Spring semesters begin with Convocation Week, and ends with the date that final grades are due for the respective terms. The Summer term begins with the first day of classes, and ends with the date that final grades are due. Faculty are encouraged to attend the Fall and Spring Convocation Week events and the Spring Graduation ceremony.

**Deleted:** 17.2 The academic calendar for Fall shall begin with the convocation week and shall end with the date that final grades are due for the Spring semester. Faculty are required to attend Spring Graduation ceremonies. Faculty will attend Fall and Spring Convocation and participate in meetings/events that apply to them or are mandated by the College. Faculty Senate will work with Administration to develop Faculty content for Fall and Spring Convocation week.

17.3 The following holidays will be observed during the term of this Agreement:

- a. Labor Day
- b. Fall Break as defined in the Academic Calendar
- c. Veteran’s Day
- d. Thanksgiving, the Wednesday prior, and the Friday following
- e. All days when the college is closed for Winter Break
- f. Martin Luther King’s Day
- g. Presidents’ Day
- h. Good Friday
- i. Spring Break as defined in the Academic Calendar

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## Article 18. WORKLOAD

Faculty workloads shall be distributed among all faculty members. The preparation of teaching schedules shall be the responsibility of the Dean and the Department Chairperson. The Dean and the Chairpersons will consider recommendations from faculty members. The College shall continue to notify the faculty member of his/her tentative teaching schedule. Changes in a faculty member's teaching schedule may be made as the need arises and faculty shall be notified of said changes. The final determination of teaching schedules shall be made exclusively by the College. Monitoring of workloads is the responsibility of the supervisor and is intended to ensure that responsibilities are equally distributed. With approval of the Provost, the Dean/Chair may grant release time for special assignments or responsibilities (see 18.1).

Normal working hours are between 8:00 a.m. and 5:00 p.m., Monday through Friday, unless the faculty member teaches evening or weekend classes, in which case the hours must be kept as appropriate for that faculty member's normal teaching schedule. Any proposed deviation from these requirements must be justified in writing and approved by both the Chair and the Dean.

The College does not attempt to enforce an in-person eight-hour working day for faculty. However, faculty members are employed on a full-time basis and are required to be available when they are under contract during normal working hours including periods when classes are not in session and the college is open. Faculty members are required to attend Department meetings, Faculty Convocation morning, and new Student Orientation during the Fall and Spring convocation week and the Spring Graduation ceremonies. The convocation week schedule shall be collaboratively developed between the Faculty Senate and the Administration. Faculty members are required to attend one "Assessment Day" per academic year, and it shall be scheduled during Convocation week. Faculty members are required to attend one "Professional Development Day" per year, and it shall be scheduled during Convocation Week. Outside of scheduled in-person classes or the events noted above, the College does not require a physical presence on-site.

The workload distribution will be determined in coordination with the supervisor based on the following four criteria:

- Teaching effectiveness. The teaching of students is central to the mission of NNMC. Given the mission of the College, candidates must demonstrate excellence in teaching, including assessment of student learning. Classes are to be met as scheduled including final exam week.
- Advising. Faculty must be committed to the academic well-being of students. Effective advising helps create an environment that fosters student learning and student retention.
- Service to the College community. Faculty members are expected to provide service to the College, its students, programs, and professional disciplines, as collegial and constructive members of the College and the broader community.

- Scholarship, mastery of discipline, professional development, and research. All faculty should be positively engaged in their disciplines and should be recognized for their expertise.

18.1 Academic Year Teaching Load. The normal teaching load for full-time faculty is twelve (12) credit hours per semester. All courses taught by faculty, including capstone courses and independent study courses, will be counted toward the teaching load and may result in an overload as set forth below. Release time of up to 12 credit hours may be granted by the Chair/Dean with approval of the Provost for program/departmental initiatives that include program development, grants writing and/or grants management, student advisement, accreditation, recruitment, or other activities. This applies also to the case when a class that is part of the workload is canceled.

When a faculty member is teaching two or more scheduled classes at the same time, only one of the classes will be counted in the workload computation. Workload for courses that are co-taught will be calculated equally by dividing the normal workload of the particular course by the number of faculty members teaching it or in a pro-rated way if the workload is not equally distributed among the faculty members. In special situations, such as co-op courses, lab courses, field experiences, capstones, independent studies, and practicums, the workload credit hours shall be computed by the Chairperson or Dean with the Provost's approval.

Full-time faculty members shall be present for all professional duties and obligations, including but not limited to classes, departmental meetings, accreditation work, and faculty meetings called by the Dean/Provost or President. Full-time faculty shall be available for a minimum office (5) hours per week for office hours. Office hours shall be posted online, in the course learning management system and, in the case of a physical space on campus, on their office door. Full time faculty hired to work remotely shall schedule a minimum of five (5) hours per week through real time interaction software such as Zoom or Slack.

18.2 Teaching Overload. When a faculty member teaches in excess of twelve (12) credit hours during a semester, the department Chair or Dean may approve the overload. No faculty shall be required to teach an overload. To determine if an overload exists, all courses taught by the faculty member will be considered and the twelve (12) credits of the normal teaching load will be determined by the courses with the highest enrollment. The courses that will be paid as overload will be those courses with the lowest enrollment. The compensation for an overload is addressed in Article 36 (COMPENSATION).

18.3 Student Advising. Each faculty member shall serve as an advisor to students. Advisors shall assist students in course selection, scheduling, and in meeting requirements for certificate or degree programs. When necessary, students shall be referred to the appropriate support services for assistance. Full-time faculty shall conduct advisement every semester.

18.4 Class Cancellations. In order to meet accreditation standards, faculty members shall not cancel scheduled classes in any circumstances without prior written supervisor approval. For absences that are approved in advance by the program or department chair, instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the student contact hours. For unanticipated absences such as illness or family

emergency, instructors must notify the program or department chair or academic dean as soon as possible so that arrangements can be made regarding classes and other scheduled activities. Instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the student contact hours. Failure to notify the program or department chair of a missed class meeting or excessive absences from class obligations may result in disciplinary action.

18.5 Course delivery/schedule changes. Faculty members shall not change the delivery method of instruction or the approved schedule of classes and assigned classroom under any circumstances without prior written supervisor approval and without advance notification to the office of the registrar.

18.6 Academic year contract. Faculty members are engaged and paid on the basis of an academic year contract, including days when the College is open, and classes are not in session. Supervisors may require attendance any day during the term of the contract.

18.7 Contract length. All contracts shall be issued for one academic year (9 months) or pro-rated based on the employee's start date. For additional service outside the 9-month contract, the College will issue supplemental contracts. For compensation refer to Article 36 (COMPENSATION).

## Article 20. FACULTY RIGHTS TO TENURE

Each faculty member brings their own unique strengths to our college within their particular area of expertise. Faculty who are judged excellent in our college should thus fill a crucial need and provide a unique talent, skill set or knowledge set from which they draw to contribute to our curriculum, academic programs, research, and service. In judging excellence, we also value innovation and creativity in the performance areas, which can be demonstrated in many ways including, but not be limited to, applying new teaching methods to the classroom, laboratory, or field; developing new research approaches; integrating one's own teaching, research and service into community service, or academic service learning; promoting diversity and/or integrating interdisciplinary elements into courses and curriculum.

Tenure serves to ensure faculty and institutional stability, secure justice for its individual members, ensure the welfare of students, protect academic freedom and promote the interests of the public. Faculty members achieve tenure at the College by consistently fulfilling faculty duties and actively participating in the development and shared governance of the College. This article takes into consideration the 1940 Statement of Principles on Academic Freedom and Tenure of the American Association of University Professors. (<http://www.aaup.org/aaup>)

20.1 Faculty Ranks. NNMC has three faculty ranks: Assistant Professor, Associate Professor, and Full Professor. The promotion to Full Professor will follow the requirements and procedures outlined in this Article.

20.2 General Guidelines Tenure-track: Appointment to the tenure -track is made at the time of the initial appointment to the rank of Assistant Professor unless a different rank is determined by the Provost at the time of initial offer of employment. The rank determined by the Provost cannot exceed the rank held at NNMC or a previous academic institution. Faculty on the tenure-track must be classified as full-time, which is denoted by service on a 100% workload basis for a fiscal or an academic year contract.

- a. Faculty who have previously taught the equivalent of 5 years of full-time courses in the last 7 years at Northern, may apply to be converted to the tenure-track, if they meet the conditions of the CBA. They may choose to start their tenure-clock as a new hire, or they may apply their previous years. In either case, they must follow all the tenure application procedures and provide a tenure portfolio as all other tenure-track faculty.
- b. Annual Review of Faculty: this review is intended to facilitate non-tenured faculty toward tenure and tenured faculty toward promotion. See Article 19 (FACULTY EVALUATION).
- c. Classification of Rank: Academic rank refers to tenure-track or non-tenure-track faculty whereas administrative titles carry no rights of tenure. However, an administrator drawn from a tenured faculty rank shall retain their tenure.
- d. Evaluation of Candidates for Promotion and Tenure: For promotion and tenure, candidates will be evaluated by the committee for evidence of excellence in their performance of

assigned duties that include teaching, advising, institutional and community service, and mastery of discipline and scholarship.

- e. Purpose of Tenure: Tenure ensures the academic freedom that is essential to an atmosphere of intellectual pursuit and the attainment of excellence in the college. In addition, tenure reflects and recognizes a faculty member's potential long-term value to the institution, as evidenced by professional performance. Tenure will be granted to faculty members whose character and achievements in serving the College's mission warrant the institution's reciprocal long-term commitment.
- f. Meaning of tenure: Upon being awarded tenure, the faculty member attains the status of presumed continued employment as a member of the faculty, except for reasons of just cause or where conditions exist beyond the College's control.
- g. Date of Eligibility for Tenure: Tenure is granted for achievement in academic and professional pursuits, not for years of service. Faculty members will be considered for tenure in their fifth year, but no later than their seventh year on tenure-track, unless a tenure-clock-pause is requested and approved (see 20.5). If tenure is not granted, the faculty member shall be offered a one-year terminal contract. Time spent in the capacity as an adjunct faculty cannot be counted as time toward tenure.
- h. Faculty Previously Tenured: Faculty members hired into a tenure-track position, who have already earned tenure from a former institution, may be appointed with tenure at NNMC upon recommendation from the department following the procedures described in this article, after a probationary period of at least one year. Faculty previously tenured at NNMC may be rehired at their previous rank.

Faculty who were hired into a tenure-track position at a previous college or university may be credited with the years of experience at that institution towards tenure.

Applications for tenure transfer and promotion to a rank of Associate Professor shall be submitted to the Tenure Committee Chairs, for evaluation by the Tenure Council, and must include the following documents:

- Letter of application for tenure at NNMC.
- Official documentation confirming tenure status at previous institution.
- Summary of accomplishments at NNMC in the four areas of evaluation (teaching, advising, service, and scholarship).
- Current CV
- Letter of recommendation from Chair or Dean.

**Deleted:** Applications for tenure transfer and promotion to a rank of Associate Professor shall be submitted to the Tenure Committee by the second week of January

- Letters of recommendation from two tenured NNMC faculty (within one's department, if possible).
- Letters of recommendation from students, external references, faculty or staff (optional)

The Tenure Committee Chairs will forward the decision of the Tenure Council to the Provost and will report to the faculty applying for tenure transfer the results of the evaluation. If the Tenure Council does not recommend the tenure transfer, the Tenure Committee Chairs will include the Tenure Council's explanation in its report for this decision. By the last day of March, the Office of the Provost will inform the faculty member of the recommendation (positive or negative) in writing. Transfer of tenure and the granting of rank of Associate Professor is subject to action and approval by the NNMC Board of Regents.

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20.3 Academic Division Criteria for Tenure and Promotion. Faculty seeking promotion and tenure in academic departments must hold a master's or a terminal degree or terminal degree equivalent in their area of expertise to be determined by the Office of the Provost in consultation with the department or college according to accreditation criteria. A list of approved terminal degrees or terminal degree equivalents must be kept by the Provost's office.

20.3.1 Application for Tenure and Promotion from Assistant to Associate Professor. Faculty seeking tenure and promotion to Associate Professor rank will submit their dossier according to the section "Timeline for Advancement to Tenure" in this article. The dossier must include a candidate profile with the following documents:

- Letter of application to Tenure and Promotion Council.
- Summary of Tenure Packet.
- All annual evaluations for the years in the tenure-track line.
- Letter from the Human Resources Department confirming eligibility.
- Current Curriculum Vitae.
- Letters of recommendation (these letters should be from Department Chairperson/Supervisor, and/or Dean; Committee Chairs; and Colleagues. Letters from students or from external references may also be included).

In addition to the candidate profile, the dossier should address the following four criteria:

- Teaching effectiveness.
- Advising.

- College, public and community service.
- Scholarship, mastery of discipline, professional development, and research.

The specific weights for each of the criteria are determined by each Academic College and specific Academic Department (when it applies).

- Teaching effectiveness. The teaching of students is central to the mission of NNMC. Given the mission of the College, candidates must demonstrate excellence in teaching, including assessment of student learning outcomes. To demonstrate excellence in teaching, faculty must include the following documents in the Teaching Effectiveness Section. Each Academic College and specific Academic Department (when it applies) may have additional requirements:
  - Recent course syllabi.
  - Student evaluations.
  - Teaching observation by departmental colleagues.
  - Letters of recommendation from colleagues.
  - Student learning outcomes and assessment data and analysis.
  - Statement of teaching philosophy.
  - Evidence of curriculum development.
  - The tenure candidate's teaching load and teaching assignments are a mandatory requirement. If the assigned teaching load is below 12 credit hours, the candidate should provide an explanation.

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Good teaching, defined as much more than classroom activities, may be documented in a variety of ways. The following list is illustrative rather than exhaustive.

- Meeting all class sessions.
- Integration of college-wide outcomes and accrediting agency (when applicable) outcomes in course syllabi, instructional design and student assessment.
- Integration of technology in instructional design and delivery. Learning Management System (e.g. Blackboard) integration into the course for student learning enhancement.
- Developing online courses.

- Continue course alignment, exploring new adaptive technologies into course content, board discussions, hybrid classes, etc.
  - New curriculum development.
  - Integration of industrial credentials/standards into courses and curriculum.
  - Inviting speakers to classroom or general audience talks.
  - Mentoring undergraduate student research.
  - Developing intervention efforts for low performing students using tools such as Early Alert tickets.
  - Peer reviews based on clarity of course goals, organization, use of technology and knowledge of field.
  - Documents attesting to improvement in teaching.
  - Documentation of honors and awards given for teaching.
  - Implementation of innovative teaching techniques.
  - Participation in educational activities of professional associations.
  - Attendance or leadership of meetings related to your professional expertise.
  - Lecturing or making presentations to student groups, colleagues, or the college community.
  - Letters of recommendation from other professional sources.
  - Participation in service-learning activities.
- Student Advising Faculty must be committed to the academic well-being of students. Effective advising helps create an environment that fosters student learning and student retention. The formal and informal advising and mentoring of students is an indispensable component of the broader education at the College. To demonstrate excellence in student advising, faculty must provide the following documents:
    - Number of students advised.
    - Advisement logs or narratives.

Faculty may include documents to demonstrate their efforts as pertaining to the following list, which is illustrative rather than exhaustive:

- Meeting with all assigned advisees.
  - Performing degree audits.
  - Contacting unregistered advisees.
  - Documenting the meeting with advisees.
  - Advising students that are not candidate's advisees in the absence of the primary advisor.
  - Mentoring or tutoring students.
  - Assisting students in selection of courses and career options.
  - Implementing special review sessions for students.
  - Keeping an "open door" policy toward students.
  - Advising all majors of your department.
  - Advising evening students.
- College, Public, and College Community Service. Faculty service is essential to the College's success in serving the institution and the community. It is the responsibility of individual faculty members to perform a broad array of services that are vital to supporting and sustaining the quality and effectiveness of the College. Faculty members are expected to provide service to the College, its students, programs, and professional disciplines, as collegial and constructive members of the College and the broader community. Examples include service in faculty governance, union governance, college committees, professional organizations, governmental entities, and community non-profit agencies. Each Academic College and specific Academic Department (when it applies) may have additional or specific requirements. The following lists are illustrative rather than exhaustive:

College Service. College service means committee work at the departmental and college level. Faculty must present letters from committee chairs verifying attendance and participation on committees.

- Academic program development.
- Program coordination or assistance.
- Assistance with development of accreditation documents and new programs.
- Student organization advising.

- Attendance of departmental meetings.
- Participation in departmental sponsored activities.
- Arranging professional opportunities for students.
- Working on activities related to departmental grants.
- Participation in institutional governance including Faculty Senate, and institutional committees.
- College service at the state or regional level.
- Representing the college at public events.
- Participation in student recruitment efforts

#### Community and Public Service.

- Serving on boards or advisory councils at the local, state, national and international levels.
  - Lectures or presentations to local groups in the community.
  - Work done with community leaders to develop solutions to community problems.
  - Work done with the local community as a volunteer.
  - Participation in activities that increase the desire of non-college students to attend college.
  - Participating in student recruitment efforts.
- **Scholarship, Mastery of Discipline, Professional Development, and Research.** Faculty with assignments in research will be evaluated by the standards appropriate to the field. All faculty should be positively engaged in their disciplines and should be recognized for their expertise. Each Academic College and specific Academic Department (when it applies) may have additional or specific requirements. The following are examples of professional development and scholarship. The list is illustrative but not exhaustive:
    - Presentations at conferences, professional agencies or institutions.
    - Edited books.
    - Peer-reviewed journal articles.

- Reviewed articles or other publications.
- Participation in symposiums.
- Creative work presented.
- Grants awarded.
- Regional or national honors.
- Professional consulting.
- Research.
- Patents or product development.
- Publications.
- Service as an officer of a state, regional or national association.
- Service on editorial boards.
- Service on a professional task force.
- Participation in curriculum development in candidate's discipline at the state or regional level.
- Writing grant proposals.
- Grant proposals reviewed.
- Contributions to improve teaching technology.
- Demonstrated growth in subject matter.
- Demonstrable command of subject matter.
- Contributions to curriculum development.
- Demonstrable quality improvement in teaching strategies incorporating new technologies (where applicable) and new approaches to learning.

When Academic Colleges and Academic Departments have specific requirements for the four criteria (including a different weighting system for each factor), those requirements will be

published on the NNMC website (faculty resources section) and the Tenure and Promotion Council will use them during the applicant's dossier evaluation.

20.3.2 Promotion from Associate to Full Professor. A full professor is a faculty member whose excellent teaching commands the respect of other faculty and students, who has accumulated a record of excellent achievements in teaching and/or scholarship, sustained contributions to the college, and increasing service to professional organizations and/or the community. The rank of professor assumes depth, maturity, and leadership in teaching/scholarly activity/service to the department, college and community.

Applications for promotion to the rank of Full Professor are initiated by the faculty member seeking advancement in rank. The eligible faculty member should prepare a Promotion Application Dossier, including Candidate's Profile with the following documents:

- Letter of application to Tenure and Promotion Council. In case of reapplication for promotion, the letter must address any comments/concerns reported by the Tenure and Promotion Council in the denial letter/correspondence.
- Summary of The Dossier.
- All annual evaluations for the years in the Associate Professor rank at NNMC.
- Letter from the Human Resources Department confirming eligibility.
- Current Curriculum Vitae.
- Letter of recommendation and support from the Department Chair/Supervisor. In case of documented conflict of interest, letters of recommendation can be provided by other faculty members from the department and/or the Dean or the Provost.

In addition to the four criteria: i) Teaching effectiveness, ii) Advising, iii) College, public, and community service, iv) Scholarship, mastery of discipline, professional development, and research (for example, publications in a Professional or Peer Reviewed Journal or the equivalent as appropriate to the academic field), the Dossier should include the fifth category: v) Leadership. Examples of Leadership include, but are not limited to:

- Leadership role in the community or with external agencies. For example, a faculty member could serve as a liaison with external agencies (LANL, SFCC, UNM-LA, Pueblos, City of Espanola, local businesses) or serve on an Advisory Board.
- Serving as a chair of a Faculty Senate Committee or an Institutional Committee.
- Serving as a Principal Investigator of a grant.
- Serving as a chair/director/supervisor of an academic department/program or service at NNMC or external programs contributing to the Mission of the NNMC.

- Serving as an officer of the Faculty Senate.
- Leading program/curriculum development, assessment activities, or co-curricular activities.

20.4 Tenure and Promotion Council. All applications for tenure and promotions shall be evaluated by the Tenure and Promotion Council. During the fall of the academic year, a five-member Tenure and Promotion Council will be elected from the Tenured Faculty of the Academic Division of the College. All tenured faculty are eligible to serve on the Council. However, full professors and senior associate professors should comprise the majority of the Council. The Council member will serve a three-year term and there shall be no more than one representative from a department. If an insufficient number of faculty express interest in serving on the Council, exceptions may be made to the limit of one representative from a department and/or the three year term limitation. Exceptions must be approved by a majority vote of the members of the Tenure Committee. With the approval of the Provost and in consultation with the appropriate Dean, the Tenure and Promotion Council may include non-voting members who are external tenured faculty members with another institution as consultants in the area of expertise of the applicant.

If a Tenure and Promotion Council member is aware of a conflict of interest, he or she has an obligation to recuse his or herself from the review of a particular applicant. The Tenure Committee can also request that a Tenure and Promotion Council member recuse themselves by a majority vote. In addition, a faculty member can only vote on the Tenure and Promotion Council if he or she has not voted on the candidate at the departmental level.

It is understood, for a variety of reasons, there might exist a conflict of interest between tenure/promotion applicant and a member of Tenure and Promotion Council. In this case, the tenure/promotion applicant can petition to remove a maximum of one Tenure and Promotion Council member from the review of the applicant's tenure portfolio and on subsequent recommendations of tenure/promotion vote. In this case, the Tenure Committee will appoint a temporary replacement member by a majority vote prior to taking a majority vote to determine if the petition should be granted.

For tenure and promotion to Associate Professor applications, if a complaint has been filed with Human Resources alleging a conflict between a tenure candidate and another tenured faculty member in the department, the tenure candidate can petition for the exclusion of the tenured faculty member from the departmental review. Human Resources shall provide any such documentation and associated substantiations or responses to the Chair of the department. The Chair shall make the final decision regarding the petition for exclusion and forward the petition, all documentation, and decision to the Chair(s) of the Tenure Committee. A petition for exclusion from departmental review is limited to one (1) faculty member.

20.5 Timeline for Advancement to Tenure and Promotion.

20.5.1 Timeline for Advancement to Tenure and Promotion from Assistant to Associate Professor

- a. Eligible faculty members in their 5th year but no later than 7th year on the tenure-track must meet college-wide criteria and additional specific criteria published by their departments. These deadlines can only be modified via the “Pause-Clock” section below. Department Chairs will provide a current copy of the criteria for promotion and tenure to each tenured and tenure-track faculty member in their department, to the Tenure Committee, and to the Office of the Provost. To apply for promotion and/or tenure, the eligible faculty member (hereafter candidate) will provide a dossier to the department chair by the last week in September. The candidate will prepare a dossier. The narrative portion of the dossier is limited to 100 pages which should be followed by supplementary documentation and evidence (a section which is not limited in pages). The dossier should be submitted as a PDF. Links from the narrative to the supplementary documentation and evidence section should be provided in the narrative. If no chair is present, the dean will designate a tenured faculty member (preferably within the department) to initiate the departmental review. The dean can also serve as the convener. We henceforth denote the chair or designee as the convener.
- b. Tenure-Clock-Pause: The advancement to tenure timeline can be paused for no more than a total of two years, one semester at a time, in the following circumstances: 1) up to one year per birth or adoption of a child and/or 2) to provide extended care for an “immediate family member,” as defined in Article 23, General Leaves. The tenure-clock-pause is designed to provide a respite for faculty experiencing family changes, such as the birth or adoption of a child or the caring of an aging parent and/or extreme personal or family medical events, as defined by the Family Medical Leave Act (FMLA), such as physical or mental health issues and those that result from domestic violence. Under no circumstances is the tenure pause to be used because the faculty failed to plan and prepare for their tenure evaluation.
- i. A written request to pause the tenure timeline must be made to the Department Chair, Tenure Committee Chair(s), Human Resources, and the Office of the Provost no later than the third week of the semester, or earlier if possible, except for emergencies, as outlined below. The request shall include whether the faculty is requesting one semester or two of tenure-clock-pause. Supporting documentation should be provided to Human Resources (HR). If the faculty member takes one semester and decides that he or she needs another, he or she must make another request.
  - ii. In the case of a medical or family emergency, the faculty shall alert their Department Chair, the Tenure Committee Chair(s), Human Resources, and the Provost at their earliest convenience that they need to make an emergency request to pause the tenure clock. Supportive documentation must be provided to Human Resources.
  - iii. If the faculty member has used his or her allotted two years of tenure-clock-pause, an additional extension, if it falls within these circumstances, may be requested and granted with the approval of the Provost.

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- iv. Tenure clock adjustments are cumulative. Delaying the tenure clock for one semester or for one year will have the same effect, as tenure decisions are made once a year. If faculty pause for one semester in one year, and for one semester in another year, they will extend their clock by one year, even if those semesters are in different academic years. If they pause for two semesters, they will pause their clock for one year. In any case, each pause must be requested as outlined above.
  - v. Whether or not the faculty member takes leave during their pause shall not influence the evaluations of a tenure application made by the Department, Tenure and Promotion Council, or Provost. The tenure packet produced will be evaluated in the same way an application with no pause is evaluated. Any associated leaves will follow Article 23, General Leave.
  - vi. The reviews of all tenure-clock-pauses, emergency tenure-clock-pauses and extensions following the allotted two years of tenure-clock-pause should follow the timeline outlined in viii, ix, and x.
  - vii. Human Resources shall review all documentation provided by the faculty member requesting a pause and provide a memo within one working week to the Tenure Committee Chair(s), and the Provost stating whether the documentation provided meets FMLA qualified events, such as physical or mental health issues of the individual, or immediate family, and those that result from domestic violence. In the case of an extension beyond the two years, Human Resources will confirm the amount of time taken for the tenure-clock-pause.
  - viii. The Tenure Committee Chair(s) shall have two weeks to forward their recommendation to the Provost once they receive the Human Resources memo. The Provost will review all tenure-clock-pause requests, make the final decision, and inform the faculty member within two weeks after receiving the recommendation from the Tenure Committee Chair(s). Requests made when faculty are not on contract will be reviewed when they return.
  - ix. If the Provost denies the tenure-clock pause after Human Resources states the faculty member is eligible and after a positive recommendation from the Tenure Committee Chair(s), that faculty member may appeal to the President the decision within 10 working days from the date of notification in writing that the Provost denied the tenure clock pause.
- c. The convener and tenured faculty within the department will have until the end of the third week in October to evaluate the dossier. The evaluation will include a record of all votes (for, against, abstention and absent) in the departmental review of the candidate. The convener also records the justification for the final departmental decision referencing the strengths and weaknesses of the candidate.
  - d. The convener sends a letter to the candidate and Tenure and Promotion Council, summarizing the departmental review by the fourth week in October. The candidate's

dossier is also given to the Tenure and Promotion Council. The convener on behalf of the department will provide a completed rubric or evaluation tool which summarizes the evaluation of the candidate by the department.

- e. The Tenure Council will inform the Tenure Committee Chairs by the first week of the Spring semester of their decision. Within three business days of receiving the Tenure Council's decision, the Tenure Committee Chairs will send the Tenure Council's recommendation to the Dean and Provost and the candidate, along with the recommendation of the department.
- f. By the last day of February, the Office of the Provost informs the faculty member and the President of the recommendation (positive or negative) in writing.

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20.5.2 Timeline for Promotion from Associate to Full Professor

- a. Eligibility Criteria. To be eligible for promotion to full professor, a candidate should have a minimum of ten (10) years of experience in higher education and have served a minimum of four (4) years in the rank of Associate Professor at NNMC. Time spent on Sabbatical Leave shall count towards the ten (10) years of experience above. However, Sabbaticals cannot be counted towards the four years a candidate must serve as a tenured Associate Professor at NNMC. Leave of absences cannot be counted for any of the required years of service. However, the candidate can apply for an exception if he or she demonstrates significant academic work during the absence. For example, a candidate may be denied a sabbatical because of financial constraints at the college at the time of the sabbatical application. If the candidate took a leave of absence and accomplished significant work during the absence, the leave of absence could be counted toward the ten (10) years of service in higher education. The Tenure Council will determine if significant academic work was accomplished during the leave of absence. Leave of absences cannot, under any circumstances, be counted toward the four years a candidate must serve as a tenured Associate Professor at NNMC.
- b. Timeline for Application and Evaluation. To apply for promotion to the rank of Full Professor, the eligible faculty member (hereafter candidate) will submit a dossier to the Chair(s) of the Tenure Committee by the fourth week of October. The candidate's dossier is then given to the Tenure and Promotion Council for review and appraisal. By the first week of the spring semester, the Tenure and Promotion Council sends its recommendations to the Provost, along with detailed arguments supporting their appraisal. By the last day of February, the Office of the Provost informs the faculty member of the recommendation (positive or negative) in writing.

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20.6. Actions of the Board of Regents. Tenure and promotion are awarded only by positive action of the Board of Regents upon recommendation by the President. Such action must be taken no later than April 30th of the academic year in which the candidate applied for tenure and/or promotion. Following the Board of Regents' action, the Provost provides official notification to the candidates and their supervisors, Chairperson, Dean, and to the chair of the Tenure and Promotion Council. Assistant Professors who are granted tenure will be promoted to the rank of

Associate Professors beginning the following academic year. Associate professors who are granted promotion will be promoted to the rank of Full Professor the following academic year.

20.7 Denial of Tenure and Promotion. If tenure is not awarded, the faculty member may be offered a one-year terminal contract. If the promotion to the rank of Full Professor is denied, the faculty may reapply for promotion up to a total of three (3) times with a minimum of one (1) full academic year between two applications. If the promotion to the rank of Full Professor is denied, the faculty may reapply for promotion up to a total of three (3) times with a minimum of one (1) full academic year between two applications.

20.8 Denial of recommendation of tenure/promotion by the Provost following positive recommendation by Tenure and Promotions Council. If in the course of tenure application, both the department and Tenure and Promotions Council make a positive recommendation to the Provost, and the faculty member is denied a recommendation of tenure by the Provost or President, that faculty member may appeal to the Board of Regents the decision within 10 working days from the date of notification in writing that the Provost or President has denied a recommendation of tenure. The faculty member has the right to file a grievance regarding procedural violations related to the Tenure process. If in the course of application for promotion to the rank of Full Professor, the Tenure and Promotion Council makes a positive recommendation to the Provost, and the faculty member is denied a recommendation by the Provost, that faculty member may appeal to the President the decision within 10 working days from the date of notification in writing that the Provost has denied a recommendation of tenure. The faculty member has the right to file a grievance regarding procedural violations related to the Tenure process.

#### 20.9 Privileges of Tenured Faculty

- a. The appointment of a tenured faculty member shall run until the member's separation from employment with the College, subject to the following limitations: Any dismissal or non-renewal of the contract of a tenured member of the faculty shall follow the procedure discussed in Article 13 (TERMINATION: DISMISSAL FOR CAUSE) or Article 15 (REDUCTION IN FORCE).
- b. Sabbatical leave may be granted to tenured faculty members in accordance with Article 25 (Sabbatical Leave).
- c. Tenured faculty members appointed to administrative positions will retain tenure status as faculty. If a tenured faculty member serving in an administrative position returns to a faculty position for which they are qualified, that tenured faculty member returns to the position with tenure. In this case, the faculty member's salary will be determined either by their last salary as faculty member before the appointment to the administrative position or the salary in the faculty salary matrix, whichever is higher. The years served in the administrative roles of President, Provost, or Dean positions will count towards the years of service for the salary matrix when they resume their faculty position.

## Article 35. FRINGE BENEFITS

The Federation recognizes that some fringe benefits and conditions on benefits are set and regulated by the State and/or Federal Government.

35.1 Shared Cost Benefits The College will provide employees coverage under the group plan from the New Mexico Public Schools Insurance Authority (NMPSIA). The College reserves the right to select benefits vendors through an appropriate procurement process, applying appropriate fiscal and quality of service analysis. Eligible employees and eligible family members are defined by NMPSIA and may participate in the following plans offered by NMPSIA. Each fiscal year, NMPSIA may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by NMPSIA for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by NMPSIA. The following benefits are subject to change by NMPSIA.

- a. Group Insurance (Medical, Prescription Drugs, Dental, and Vision). The costs are shared between College and eligible employees distributed as follows:

Annual Salary	NNMC Share	Employee Share
\$1.00 - \$49,999.99	80% of premium	20% of premium
\$50,000.00 - \$59,999.99	70% of premium	30% of premium
\$60,000 and over	60% of premium	40% of premium

- b. Educational Retirement/Alternative Retirement. The Educational Retirement Board (ERB) is the statutory entity responsible for administering the New Mexico Educational Retirement Act (ERA). NM Educational retirement is a shared rate set by New Mexico Statute. An Alternative Retirement Plan (ARP) is available to new faculty who meet eligibility requirements. Membership is a condition of employment, commencing with the first day of employment.
- c. New Mexico Retiree Health Care NM Retiree Health Care is a shared rate set by NM Statute.

### 35.2 Other benefits paid by NNMC

- a. Basic Term Life Insurance (employee coverage) \$50,000.
- b. Employee Assistance Program.
- c. State Unemployment Insurance.
- d. Worker's Compensation.
- e. Educational opportunities. Employee Tuition Waivers up to 9 credit hours per Fall/Spring semester and up to 4 credit hours per summer term (paid by NNMC/fees paid by employee).

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Employees may be granted up to four hours of time off with pay per week to attend one (1) course each semester at the discretion of the employee's supervisor. The employee participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other legitimate business reasons. If time off is not feasible, supervisors are encouraged to arrange for an Alternative Work Schedule in order for an employee to attend a class during the day, if possible based on workload or other legitimate business reasons. Employees working less than 40 hours per week are not eligible for time off.

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- f. Dependent Tuition Waivers up to 18 credit hours per semester (tuition paid by NNMC/fees paid by employees dependent). This program applies to NNMC offered courses only. Eligible dependents including a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or stepchildren who, as of the original application deadline, are unmarried and have not reached age of twenty-five (25). When an employee is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the employee. The value of benefit, if applicable, will be included as compensation on the employee's W-2 form filed with the IRS and subject to withholding.

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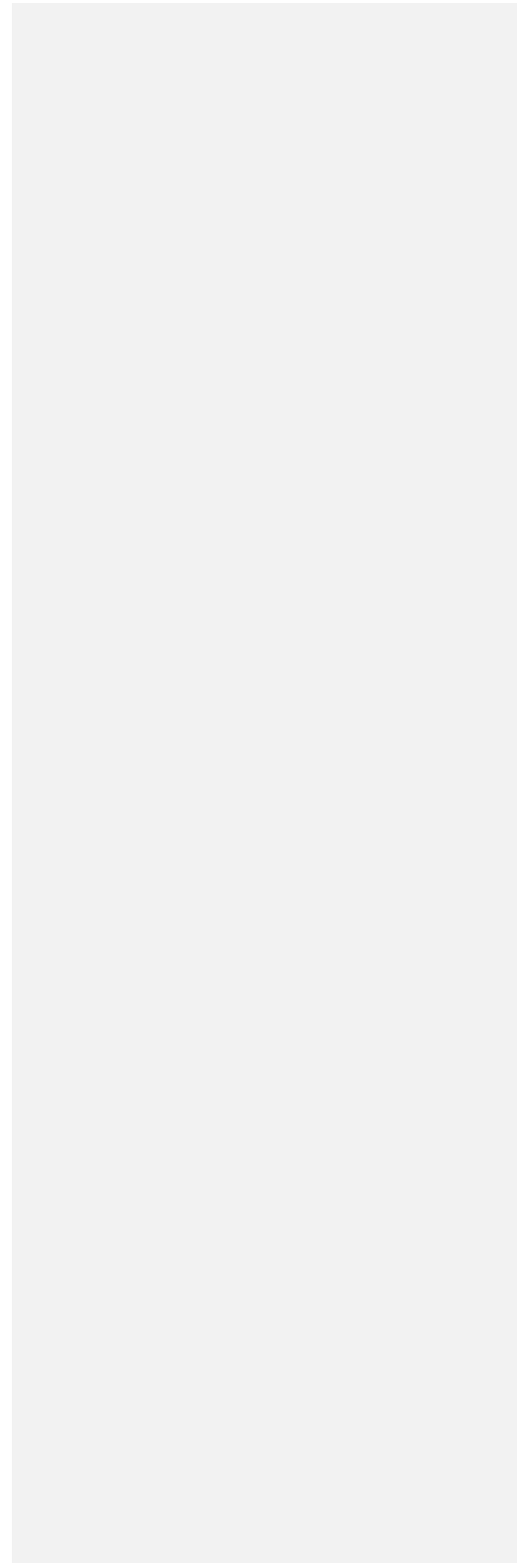
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Course fees assessed for participation in instructional academic credit courses are not covered. The mandatory student fee portion of tuition and fees is not covered for eligible dependents. Non-resident tuition in excess of New Mexico resident tuition is not covered. Tuition or fees for Continuing Education courses are not covered.

### 35.3 Employee Paid Benefits

- a. Flexible Spending Accounts - allows the employee to pay for eligible medical and/or dependent care expenses on a pre-tax basis.
- b. Life Insurance -Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided. Contact the Human Resources Department for details.
- c. Supplemental Retirement Plans All members of the Bargaining Unit shall be eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.

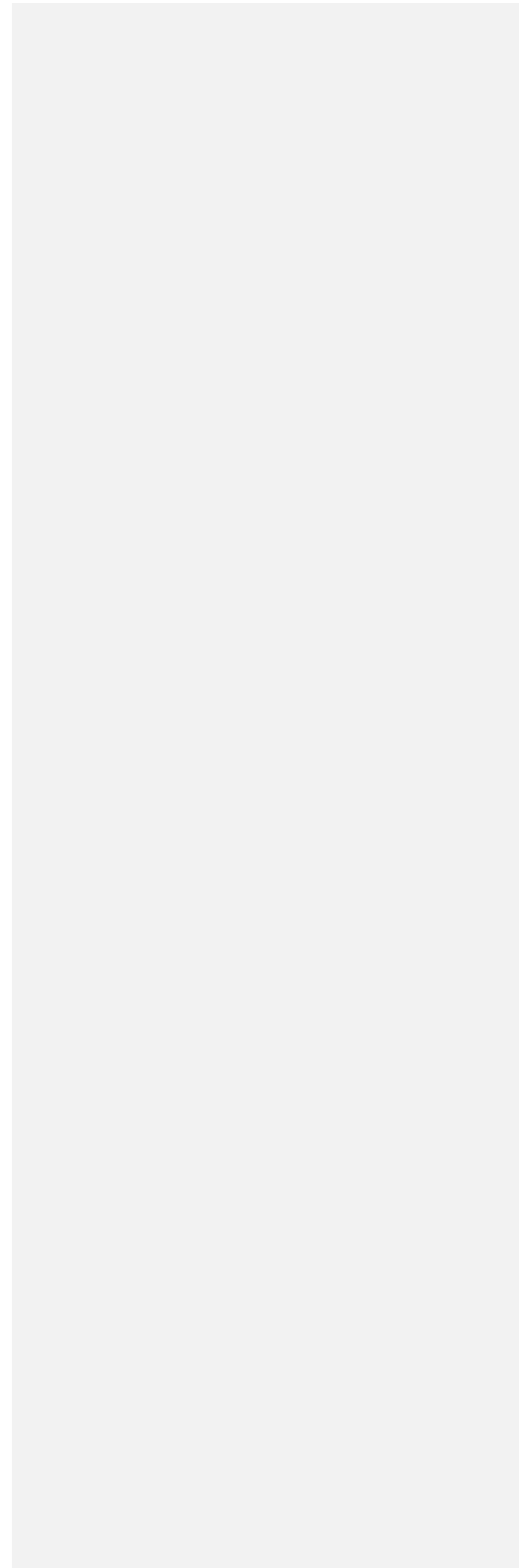
- d. Other Supplemental Plans (Voluntary Supplemental Accident, Cancer and other products offered by various carriers). For a complete list of other supplemental insurances and carriers, please contact the Human Resources Department.



**Article 36. COMPENSATION**

36.1 Faculty salary increases will be negotiated by the College and the Federation consistent with an effort to reduce salary compression between the ranks, recognize differences in market conditions between disciplines, recognize years of service to the College, recognize years in rank, and address, as appropriate, any other conditions specific to individual circumstances. The shared goal of the College and the Federation is to reach and maintain parity in average salaries with our comparison institutions. In future salary negotiations, the College and members from the collective bargaining unit commit to exploring equitable distributions of salary increases which may remedy inequitable distributions and/or salary structures implemented in previous years.

36.2 The parties agree on the Salary Matrix below. The table below provides the minimum salaries and are based on terminal degree holders and 9-month contracts. The matrix also reflects the different fields, rank, years of service in the specific rank. Any credentials below the terminal degree shall not be compensated at the terminal degree level. The Salary Matrix for faculty below the terminal degree shall be calculated by multiplying the corresponding cell in the matrix by a 0.85 factor.



Academic Field	Tenure-Track		Tenured			Full Professor
	0 to 5 years	> 5 years	0 to 5 years	> 5 years	> 10 years	
Biology	\$63,160	\$66,522	\$72,404	\$76,542	\$80,901	\$87,373
Business Administration	\$80,640	\$86,881	\$96,379	\$101,889	\$107,691	\$116,307
Chemistry	\$63,947	\$67,208	\$74,520	\$78,322	\$82,316	\$88,901
Criminal Justice	\$62,265	\$65,377	\$72,848	\$76,491	\$80,315	\$86,741
Education	\$67,369	\$70,806	\$78,510	\$82,514	\$86,723	\$93,660
Electrical Engineering	\$97,626	\$99,628	\$105,466	\$111,494	\$117,844	\$127,272
Environmental Science	\$66,695	\$70,888	\$77,756	\$82,200	\$86,883	\$93,833
FDMA	\$65,986	\$67,689	\$71,987	\$76,102	\$80,436	\$86,871
Information Technology	\$78,945	\$84,219	\$93,718	\$99,077	\$104,719	\$113,097
Integrated Studies	\$64,580	\$68,096	\$74,187	\$78,428	\$82,895	\$89,527
Language & Letters	\$59,816	\$65,319	\$73,252	\$77,441	\$81,850	\$88,398
Mathematics	\$66,407	\$69,522	\$75,275	\$79,578	\$84,109	\$90,837
Mechanical Engineering	\$81,056	\$88,242	\$98,719	\$104,363	\$110,305	\$119,130
Nuclear/Radiation	\$86,092	\$90,484	\$100,203	\$105,315	\$110,687	\$119,542
Nursing	\$82,873	\$87,101	\$90,080	\$94,674	\$99,504	\$107,464
Office Administration	\$59,062	\$62,074	\$77,089	\$81,022	\$85,153	\$91,965
Physics	\$64,087	\$69,087	\$76,675	\$81,058	\$85,673	\$92,527
Psychology	\$64,580	\$68,096	\$74,187	\$78,428	\$82,895	\$89,527
Sociology	\$68,102	\$69,842	\$74,262	\$78,508	\$82,979	\$89,617

For Fiscal Year 2027, bargaining unit employees will receive a 2% increase to the base rate of pay and the matrix above reflects this change.

At present, additional remuneration when moving from Associate Professor to Full Professor is +8% over the >10 years column for Associate Professors. This is considered an interim value pending completion of a full salary study. This study will be completed by the Office of the Provost by February 01, 2027, specific to setting the development of a salary scale for Full Professor rank. The study will consider peer institutions of similar size, disciplines, Carnegie classification, enrollment and budget, and shall consider the market cost of living. Data gathered in this study will be shared with NFEE and presented to the Faculty Senate for consideration. Any future salary increases associated with a promotion to Full Professor shall be contingent on sufficient appropriations or other revenues to fund these positions. Full Professor compensation will also be considered in conjunction with the College's other financial priorities such as staff and adjunct faculty compensation. Adjustments to Full Professor compensation will be reflected in revisions to the Full Professor column of the Salary Matrix.

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Nursing faculty will be provided an additional stipend pending continued funding from the State of New Mexico Nursing RPSP as follows:

- a) If a full-time nursing faculty member employed as of the first week of the academic year, remains employed until the end of the fall semester they will be provided a \$3500 stipend on the second paycheck in January.
- b) If a full-time nursing faculty member employed as of the first week of the academic year, remains employed until the end of the spring semester, they will be provided with a \$3500 stipend on the first paycheck in June.

36.3 Compensation for faculty teaching overload and summer session will be based on the following matrix showing rates per credit hour. Any credentials in between the master's degree and the doctorate degree will not be compensated at the doctorate level. A Special Program is defined as a discipline where the market value demands higher compensation. This includes courses in the following programs: Electrical Engineering, Information Technology, Mechanical Engineering, Business Administration, Nursing, and Nuclear Radiation.

	Bachelor	Master	PhD
Theory	\$878	\$941	\$1003
Non-special (Studio/Lab)	\$1182	\$1269	\$1353
Special (Studio/Lab)	\$2184	\$2340	\$2498

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36.4 Under normal circumstances, faculty overloads will be limited to eight (8) credit hours per academic year, not including summer session teaching.

36.5 For overload courses with greater than twenty (20) students, the compensation will be increased by multiplying the base pay by a weighting factor (WF). The weighting factor is calculated by taking the enrolled number of students divided by twenty (20). For example, an overload course with 22 students would use a weighting factor of  $22/20 = 1.1$ .

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The number of enrolled students that will be used for the calculation is the one on the second Monday of classes. For eight-week courses or summer terms, the number of enrolled students that will be used for the calculation is the one on the first Thursday of classes.

Deleted: Faculty shall only teach these modalities if they have completed the online credentialing process approved by the Office of Distance Education.

36.6 Overload online courses will be eligible for an additional stipend:

- a. For fully online asynchronous courses, faculty shall only teach these modalities if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. The stipend rate shall be paid at \$150 per credit hour.
- b. For blended courses (BOL and BTR), faculty shall only teach this modality if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. The stipend rate shall be paid at \$75 per credit hour.

36.7 Courses taught outside of a Faculty's home department will be paid at the adjunct rate.

36.8 Faculty members on a 9-month contract who receive contracts for additional months of service related to their primary duties will be paid pro-rated (1/9) of their base salary, for each additional month of service (no more than 3 additional months).

36.9 Faculty non-teaching overloads will be compensated based on the contract requirements approved by the Chair, Dean, and Provost.

36.10 Salaries funded by Federal Grants and Federal Contracts are regulated by the Code of Federal Regulations.

36.11 Faculty who secure and serve as the PI for a grant that awards indirect costs will be provided a retention bonus of 5% of the indirect cost of the grant amount for the duration of the grant unless prohibited by the granting agency or other federal and state regulations. This bonus will accumulate as indirect costs are billed through the academic year, and it will be paid at the end of the academic year. If multiple Faculty secure and serve as PIs on the same grant, those Faculty will be eligible to share a retention bonus of 7%, presumed to be shared equally unless otherwise agreed upon by those faculty members.

In the event that a Faculty member serves as PI on a grant that they did not secure, the Chair of their department, with the Provost's approval, may award the retention bonus to that Faculty member for their service as PI on the grant.

**Deleted:** 36.12 In future salary negotiations, the College and members from the collective bargaining unit commit to exploring equitable distributions of salary increases which may remedy inequitable distributions and/or salary structures implemented in previous years.

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Office of the Provost

NORTHERN New Mexico College



**MEMORANDUM**

**To:** Board of Regents  
Northern New Mexico College

**From:** Matt Baca, General Counsel 

**Date:** May 29, 2026

**Re:** Faculty Handbook Approval

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**Issue**

In a collaborative effort between NNMC administration, Personnel Committee and the Faculty Senate updates to the Faculty Handbook have been implemented. The Personnel Committee oversees updating the Faculty Handbook with language from the CBA.

**Overview**

Both the Faculty Senate and NNMC General Counsel have approved the new version. Attached are the changes highlighted in yellow.

**Recommendation**

I recommend the Board of Regents to approve the proposed Faculty Handbook.



# FACULTY HANDBOOK

## FALL 2024

NORTHERN NEW MEXICO COLLEGE

Approved by the NNMC Faculty Senate, 8 May 2008; amended 12/2008, 2/2009, 11/2018,4/2021,  
10/2024 Approved by the NNMC Board of Regents, 19 June 2008;  
amendments approved 1/2009, 4/2009, 12/2018, 5/2021,2/2022,5/2022,6/2022, 10/2024

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# FACULTY HANDBOOK

*The supervision of all faculty members, the management of all schools, instructional programs, and school facilities is the responsibility and obligation of the Board of Regents and the College Administration. Management retains all rights not specifically limited by this Handbook.*

*All conditions of employment for faculty under the Faculty Bargaining Unit (Tenure, Tenure-Track, and Adjunct Faculty) are described in the Collective Bargaining Agreement (CBA) such as compensation, fringe benefits, tenure and promotion, post-tenure review, institutional committee participation, academic freedom, safety, workload, seniority, reduction in force, grievances, progressive discipline, evaluation, faculty member investigations, and leave.*

*Conditions of employment for faculty that are not in the Faculty Bargaining Unit (Chairs, Directors, Coordinators, Visiting Faculty, Instructors, Lecturers, and Research Faculty) are described in this handbook.*

*All other college policies and procedures are found on the College Website.*

## **PREFACE**

### **Institutional History**

Northern New Mexico College was established as a constitutional entity by the New Mexico Territorial Legislature in 1909. Its original mission was training teachers for the State's Spanish speaking population. In 1977 Northern was designated a community college. In 2004, legislative approval and accreditation allowed Northern to become the first community college in the state of New Mexico to offer a four-year degree, a BA in Elementary Education. In 2005, legislation was enacted that permitted Northern to offer four-year degrees in any program deemed necessary. The name was then changed to Northern New Mexico College.

### **Vision**

As a Hispanic- and Indigenous-serving institution, sustained by place, culture, and innovation — Northern is a beacon of higher education for all students, igniting minds to create vibrant futures.

### **Mission**

Northern New Mexico College is an inclusive, student-centered teaching and learning community, dedicated to excellence, empowering students, and transforming lives.

## **CORE VALUES**

- **Student-Centered:** We honor every student as a unique individual and prioritize student needs in all decision making.
- **Mutual Respect:** We respect the differences of all peoples; diversity, equity, inclusion, and belonging are our strengths.
- **Integrity:** We value honesty, trust, and transparency.
- **Excellence:** We commit to continuous improvement and strive to excel in all that we do.
- **Servant Leadership:** We prioritize the growth, well-being, and empowerment of students, faculty, and staff, and are good stewards of resources entrusted to our care.

## STRATEGIC PILLARS

- **Transformational Student Experience:** We journey together with our students through a positive proactive, personalized experience and become partners in their dreams.
- **Academic Excellence:** We teach with spirit and heart to provide a culturally responsive, 21st-century learning environment that sparks critical thinking and maximizes intellectual achievement.
- **Organizational Excellence:** We act with shared purpose and responsibility – focused on innovation and continuous improvement – committed to student success and empathetic, engaged leadership and expertise.
- **Strategic Partnerships:** We build partnerships that enhance student and institutional success and community well-being.

## Philosophy

- Northern recognizes that students are the focus of the school and seeks to enhance their skills and self-image in order to help them set and meet realistic career and life goals.
- Northern believes that educating is holistic and that each student's needs and interests are to be complemented by the curriculum, extra-curricular activities, and administrative structure. In this way, students and staff are integrated in pursuit of education.
- Northern strives to provide a comprehensive education to all residents of its service area.
- Northern strives to provide an educational program that reflects the needs of the communities of northern New Mexico.

## Statement of Purpose

- To provide programs and course offerings leading to baccalaureate degrees, associate degrees and certificates, and meet the educational needs of students in northern New Mexico.
- To provide academic advisement, personal counseling referrals, placement testing,

career guidance, tutorial services, and developmental studies to assist students in achieving their maximum potential.

- To provide activities and learning opportunities which meet the educational and community service needs and interests of students and the community.
- To provide opportunities for the intellectual, aesthetic, and cultural needs of students and the community by scheduling activities and services to further those needs.
- To provide adequate organizational and support services to meet student needs and to maintain integrity and quality in its educational offerings.

### **Faculty Philosophy**

The faculty performs a significant role in the governance of the College. It is the essential and continuing instrument through which the educational process occurs. Within its area of responsibility are the following functions:

1. Instruction and student advisement.
2. Consultation and advisement with the President, Provost, Deans, Chairs, and administrators via the duly constituted committees of the Faculty Senate and the committees of the institution.
3. Contribution of expertise and knowledge affecting issues, problems and goals of the institution.
4. Participation in the:

- a. Selection of Faculty, President, Provost, Deans, and Key Administrators.
  - b. Determination of programs of instruction and related curricula.
  - c. Ongoing review of the institutional mission, philosophy and goals.
5. Establishment of admission standards.
  6. Establishment of graduation requirements.

The faculty is responsible for, and committed to, the following:

1. Knowledge of subject matter and instructional skills.
2. The development and maintenance of relevant curricula, as well as methods of instruction.
3. Relative autonomy, independence and integrity for each individual faculty member in the performance of their instructional duties.
4. A high level of dedication and sense of responsibility toward faculty duties, the students, and the instructional objectives.

### **Handbook Revision Policy**

The procedure for revisions to the Faculty Handbook is as follows:

1. Changes may be initiated by Faculty or Administration. Conditions of employment for faculty members under the bargaining unit can only be modified after bargaining negotiations take place and the CBA is ratified by the Federation and Board of Regents.
2. Any proposed changes are presented to the Faculty Senate who will refer them to the Personnel Committee. The Personnel Committee will review proposed changes and will then present changes to the Faculty Senate for further discussion and approval by a majority vote.  
 Terms and conditions of employment for faculty not covered by the bargaining unit and/or for faculty whose roles are not covered by the bargaining unit, are not subject to the approval of the Personnel Committee and/or the Faculty Senate and shall be addressed by NNMC Administration and the Council of Chairs. Changes in terms and conditions of employment for faculty/faculty roles not covered by the bargaining unit shall be approved by the Regents and/or designee.  
 Terms and conditions of employment are agreed upon at the time of hire. Terms and conditions of employment include but are not limited to, compensation, qualifications for employment (including tenure), insurance, retirement, other benefits, and termination. This list is not exhaustive. NNMC Administration and the Council of Chairs reserve the right to modify this definition when necessary.

3. The Faculty Senate President presents the Faculty Handbook revisions to the Provost. The Provost will ensure that the proposed handbook policies do not conflict with other college policies. The Provost may accept the revisions or send the proposal back to the Faculty Senate Personnel Committee with comments for modification.
4. The President of the College or a designee will approve the revisions in writing and present them to the Board for consideration and/or final approval after the 15 -day all-campus review and comment period established in the institutional policy 1100.
5. The proposed and approved changes will become effective when approved by the Board of Regents. Compensation changes shall be in effect through June 30, 2026.
6. Once approved, the faculty handbook will be posted on the NNMC website, in the online Policy and Procedures Manual, and announced via Broadcast to the entire campus community.

## **Part I. College Governance and Organization**

### **I. A. The Board of Regents**

The primary responsibility of governance rests with the Board of Regents. This is a Board of five persons appointed by the Governor. Its basic duties include budget approval, policy approval, selection of the President, approval of all programs including major revisions and deletions, approval of all construction, and general oversight of the total operation of the institution. The Board works through the President who is responsible for the day-to-day administrative activities, which include making recommendations to the Board and implementing its policy decisions.

### **I. B. Faculty Governance**

The faculty shares a responsibility for the governance of the institution with the President and the administrative staff. This responsibility is defined as consultative-advisory in nature. The more the subject concerns instructional matter and/or faculty welfare, the larger the faculty role. In general, however, the Faculty shall govern itself and participate in the governance of the institution in the following manner:

1. The organizational structure and mechanism by which the Faculty carries out responsibilities and duties as an advisory and consultative body is contained in a document known as "The Constitution and By-Laws of The Faculty of Northern New Mexico College" (see appendix).
2. The "Constitution and By-Laws" creates the structure of the Faculty Senate and standing committees both of which address issues that are of significant concern to the Faculty.
3. Matters of concern to the Faculty, as the instrument through which the instructional process takes place, will be considered by the Faculty. Instructional matters, including but not limited to the establishment of curriculum and programs, the development of policies regarding the granting of degrees, certificates and credits, and all matters impinging upon the development and delivery of instruction shall be referred to the Faculty for study and consideration.
4. The "Constitution and By-Laws" spell out the authority of the Faculty, the Faculty Senate and its committees.

**I. C. Faculty Appointment to Institutional Committees**

The College President or designee shall determine which institutional (non-Faculty Senate) committees will be established and the responsibilities of those committees.

## **Part II. The Faculty**

Northern New Mexico College employs qualified and competent faculty members to accomplish the mission, vision, and goals of the institution. When determining acceptable qualifications of its faculty, the College gives primary consideration to the highest earned degree in the discipline in accordance with the guidelines listed below. The College also considers competence, effectiveness, and professional capacity, including, as appropriate, professional licensure and certifications, undergraduate and graduate degrees, related work experiences in the field, professional honors and awards, academic and/or regional community service, continuous documented excellence in teaching. Other demonstrated competencies and achievements that contribute to effective teaching, student learning outcomes, and institutional advancement are considered. In all cases, while the faculty can assist in evaluating the qualifications of faculty candidates, the Provost is ultimately responsible for justifying and documenting the qualifications of the College's faculty.

### **II. A. Definition of Faculty**

Northern New Mexico College faculty shall consist of all persons who teach in the academic and career technical division of the College. Faculty appointments and privileges vary according to the nature and rights and responsibilities, term of appointment, assignments, rank, governance and administrative roles. Because of this variance, what follows is a series of definitions that clarify the meaning and application of the terms:

#### **1. Tenured Faculty**

Tenured faculty are those individuals who are full-time faculty, have been granted tenure, and are performing instructional duties. They are hired under a faculty contract and are compensated as faculty. Tenure provides continuing employment. In contrast, non-tenured faculty do not have a continuing right of employment. Faculty with tenure have the rank of Associate Professor. Tenured faculty are still subject to all requirements for satisfactory performance and faculty member discipline.

#### **2. Probationary Faculty (Tenure Track)**

Probationary faculty are those individuals who are full-time faculty, have not been granted tenure, and are performing instructional duties. They are hired under a faculty contract and are compensated as faculty. They are on tenure track and hold the rank of Assistant

Professor unless a different rank is determined by the Provost at the time of initial offer of employment. The rank determined by the Provost cannot exceed the rank held at a previous academic institution. Probationary status, by its very nature, means that the faculty member has no continuing expectation of employment.

**3. Part-time Faculty**

Part-time faculty are persons employed on a faculty contract with a portion (normally one-half) of the workload and are compensated on a pro-rated basis including fringe benefits. They may be tenured or non-tenured and may also hold part-time status as staff.

**4. Lecturers**

Lecturers are faculty appointed on an annual basis and hired under a faculty contract. Appointments of lecturers follow the recommendation of the Dean and the approval of the Provost. A lecturer is not eligible for tenure. A lecturer holds a minimum of a master's degree and is at the beginning level in college and university teaching. Special certification or exceptional scholarly, creative and/or professional achievements may also justify appointment or promotion. Exceptions to these requirements may be made by the Provost upon presentation of evidence of a record of experience or other credentials that indicate academic degree equivalence.

**5. Instructors**

Instructors are faculty appointed on an annual basis and hired under a faculty contract. Instructors are normally hired in Career and Technical Education Programs. Appointments of instructors follow the recommendation of the Dean and the approval of the Provost. Appropriate certification, licensure, and/or professional achievements may justify appointment.

**6. Visiting Faculty**

Visiting faculty are faculty who have a full-time or part-time appointment. Such appointments may extend to an annual contract and may be renewed for a subsequent year with the recommendation of the Dean and the approval of the Provost. This position is not tenure eligible. A visiting faculty holds a minimum of a master's degree. Special certification or exceptional scholarly, creative and/or professional achievements may also justify appointment or promotion. Exceptions to these requirements may be made by the

Provost upon presentation of evidence of a record of experience or other credentials that indicate academic degree equivalence.

**7. Research Faculty**

Research faculty are those individuals whose responsibilities are focused on research. These appointments are funded through internal and external sources with the majority of the support derived from research grants obtained by the faculty member. A research faculty member is not eligible for tenure. A research professor holds a terminal degree. Special certification or exceptional scholarly, creative and/or professional achievements may also justify appointment or promotion. Exceptions to these requirements may be made by the Provost upon presentation of evidence of a record of experience or other credentials that indicate academic degree equivalence.

**8. Adjunct Faculty**

An adjunct instructor is appointed on a term contract for instructional, temporary and part-time assignments. They are not assigned to other responsibilities such as professional service or college service. They have no right to reappointment. Persons appointed at this rank will vary in minimal academic qualifications but generally shall have a relevant doctoral or equivalent terminal degree to teach at the upper division and graduate level, and a master's degree for lower division courses. All degrees shall be from accredited institutions or from internationally reputable and recognized institutions. Exceptions to these requirements may be made by the Provost upon presentation of evidence of a record of experience or other credentials that indicate academic degree equivalence. Adjunct Faculty members can only serve as Faculty Senators if they teach during the current semester or have taught within the last fiscal year.

**9. Faculty Chairpersons**

Faculty chairpersons are faculty, probationary or permanent, who have a reduced teaching load with additional compensation. They are responsible for the management and supervision of an instructional department comprised of more than one degree or certificate program. Chairs report to their respective Deans. Probationary tenure-track faculty member who becomes a Chair, will keep tenure-track status, and will return to their faculty assignment if he/she no longer serves as a Chair. In addition, the term/s served as Chair will be counted toward tenure. The tenured faculty member who becomes a Chair, will

keep their Tenure status and will return to their faculty assignment if he/she no longer serves as a Chair.

**10. Faculty Directors**

Faculty directors are faculty, probationary or permanent, who have a reduced teaching load with additional compensation. They are responsible for the management and supervision of a specific instructional program(s) (degree or certificate) under the supervision of the department Chairperson or Dean. Probationary tenure-track faculty member who becomes a Director, will keep tenure-track status, and will return to their faculty assignment if he/she no longer serves as a Director. In addition, the term/s served as Director will be counted toward tenure. The tenured faculty member who becomes a Director, will keep their tenure status and will return to their faculty assignment if he/she no longer serves as a Director.

**11. Deans**

Deans are the head of an Academic College. They are ex-officio faculty within their discipline's College. They are encouraged to participate in all meetings, including Faculty Senate committees, and deliberations of the faculty on instructional matters. Deans cannot vote at any Faculty Senate committee meetings or Faculty Senate meetings. Deans are not eligible to become Senators, Faculty Senate Officers or Faculty Senate Committee Chairs. The Tenured faculty member who becomes a Dean, will keep their Tenure status and will return to their faculty assignment if he/she no longer serves as a Dean.

**12. The Provost**

The Provost is the chief academic officer of the College and is responsible for all education, research, and public service efforts of the College's faculty as well as the College's libraries and other academically related units of the College. The Provost is a member of the general faculty and of the faculty within their discipline's College. The Tenured faculty member who becomes a Provost, will keep their Tenure status and will return to their faculty assignment if he/she no longer serves as a Provost.

**13. Emeritus Faculty**

Emeritus faculty is an honorary designation conferred on senior academic faculty at the time of their retirement from the College to honor extraordinary contributions to the College over the course of their careers. Tenured faculty who have retired with at least five years

of service to the College may be eligible. All nominations for emeritus status are subject to the approval of the Provost, President and the Board of Regents.

## **II. B. Classification of Faculty and Instructional Categories**

The faculty at Northern New Mexico College has many diverse assignments in fields encompassing traditional academic units, career-technical education, and the creative arts. The College values the entire faculty and recognizes the unique contribution of each faculty member. This diversity requires different responsibilities and educational credentials depending on the faculty member's department and its mission.

The responsibilities of individual faculty members will vary and will be specified in position descriptions developed at the time of the initial appointment and revised periodically as necessary.

### **1. Academic Division**

#### **a. Assistant Professor**

An assistant professor holding a doctoral degree, or a terminal degree in his or her teaching discipline or related discipline, or a master's degree with no less than 18 graduate credits in the teaching or related discipline, is eligible for the rank of assistant professor. Consideration for promotion shall require evidence of excellence in teaching, years of teaching experience, and a demonstrated commitment to scholarship, professional activity, and service. All degrees shall be from accredited institutions or from internationally reputable and recognized institutions. Special certification or exceptional scholarly, creative and/or professional achievements may also justify appointment or promotion. Exceptions to these requirements may be made by the Provost upon presentation of evidence of a record of experience or other credentials that indicate academic degree equivalence.

#### **b. Associate Professor**

An associate professor (a senior rank in the college faculty) holds an earned doctorate, a master's degree with no less than 18 graduate courses in the teaching discipline, or other appropriate terminal degree from an accredited institution, shows demonstrated teaching excellence, and has evidence of scholarly or research activity, professional activity, and service. All degrees shall be from accredited institutions or from internationally reputable recognized institutions.

Special certification or exceptional scholarly, creative and/or professional achievements may also justify appointment or promotion. Exceptions to these requirements may be made by the Provost upon presentation of evidence of a record of experience or other credentials that indicate academic degree equivalence. Promotion to the rank of Associate Professor is attained with the awarding of tenure.

## II. C. Minimum Faculty Qualifications by Program

To be qualified to teach in a respective field of study, the following minimum academic credentials are required:

### 1. Career Technical and Occupational Courses Not Intended for Transfer

Certification, licensure, and/or professional achievements from a recognized institution or documentation of demonstrated competencies and experience in the teaching field, e.g., work experience in the field, licensure, industry certification, honors, and awards.

### 2. Associate of Applied Science in Trade Degree Programs

*Either:* A minimum of a bachelor's degree from an accredited institution in the teaching field or related field,

*Or:* An associate's degree from an accredited institution in the teaching discipline or related field or documentation of demonstrated competencies and experience in the teaching field (e.g., work experience in the field, licensure, industry certification, honors and awards, or other demonstrated competencies and achievements).

### 3. Developmental Courses

*Either:* A minimum of a master's degree from an accredited institution in the teaching field or related field.

*Or:* A bachelor's degree from an accredited institution in the teaching discipline or related field plus documentation of demonstrated competencies E.g., work experience in the field, licensure, industry certification, honors and awards.

4. **Associate of Applied Science/Associate of Engineering Degree Programs:**  
A master's degree in the relevant discipline from an accredited institution.
5. **Associate of Science or Associate of Arts Degree Programs** A master's degree in the relevant discipline from an accredited institution.
6. **Upper division Courses in Baccalaureate-degree Programs** A doctorate or a master's degree from an accredited institution with a minimum of 18 graduate credit hours concentrated in relevant discipline. All faculty, tenure-track and non-tenure-track, and part-time faculty teaching upper division courses in the baccalaureate programs must meet this criterion.
7. **Post-baccalaureate Courses**  
A doctorate or other terminal degree in the relevant discipline from an accredited institution.
8. **Program-specific Accreditation**  
Faculty teaching in programs with specific accrediting requirements must meet the minimum criteria for faculty qualifications recommended by the accrediting agency.
9. **Exceptions**  
Qualified faculty are identified in part by credentials, but there are limitations to considering only the degrees earned. Academic disciplines, degree programs, and curricula are not static. Because of changing academic, societal and workforce needs, colleges and universities are developing interdisciplinary and other nontraditional programs that require faculty to think beyond their own disciplines and traditional academic programs to determine what students should know and to design curricula accordingly. In those cases, as well as in practice-oriented disciplines, including courses in the Studio Arts or in Health, Physical Education Recreation (HPER) fields, tested and significant experience in the field may be used.

The Chairs of the Department or Deans of the Colleges, with the approval of the Provost, may identify qualified faculty who do not hold the prescribed credentials but are considered experts in their

field. A tested experience form will be completed in such cases and these faculty members may be considered for appointment.

The tested experience process will demonstrate that the potential faculty member shall a) have more than five years of supervised experience in the industry or field of the course that they will be teaching, or b) have a certification and/or licensure by a recognized certifying or licensing state, industry, or national agency in the field or industry that they will be teaching, or c) have on the job training in the industry or be an expert in the field (including academia, different from teaching alone) of the course that he/she will be teaching. Evidence could include a letter from a current or previous employer, record of research, scholarship, or achievement.

## **II. D. Policies on Tenure, Meaning of Tenure, Promotion, and Seniority**

Tenured faculty and probationary faculty that serve as Chair, Director, or Coordinator and their appointment is terminated, will resume their position as tenured or probationary tenure-track faculty member. Chair appointments are at-will. In addition, the tenure timeline will remain intact, reflecting date of initial hire, including their time as Chair, Director, or Coordinator.

Each faculty member brings their own unique strengths to our college within their particular area of expertise. Faculty who are judged excellent in our college should thus fill a crucial need and provide a unique talent, skill set or knowledge set from which they draw to contribute to our curriculum, academic programs, research, and service. In judging excellence, we also value innovation and creativity in the performance areas, which can be demonstrated in many ways including, but not be limited to, applying new teaching methods to the classroom, laboratory, or field; developing new research approaches; integrating one's own teaching, research and service into community service, or academic service learning; promoting diversity and/or integrating interdisciplinary elements into courses and curriculum.

### **1. Tenure**

NNMC has three faculty ranks: Assistant Professor, Associate Professor, and Full Professor. The promotion to Full Professor will follow the requirements and procedures outlined in this document.

General Guidelines

- a. Tenure Track: Appointment to the tenure track is made at the time of the initial appointment to the rank of Assistant Professor unless a different rank is determined by the Provost at the time of initial offer of employment. The rank determined by the Provost cannot exceed the rank held at a previous academic institution. All faculty positions at this level at the time of their appointment shall be considered tenure track. Faculty on the tenure track must be classified as full-time, which is denoted by service on a 100% workload basis for a fiscal or an academic year contract.
- b. Faculty who have previously taught the equivalent of 5 years of full-time courses in the last 7 years at Northern, may apply to be converted to the tenure-track, if they meet the conditions of the CBA. They may choose to start their tenure-clock as a new hire, or they may apply their previous years. In either case, they must follow all the tenure application procedures and provide a tenure portfolio as all other tenure-track faculty.
- c. Annual Review of Faculty: This review is intended to facilitate non-tenured faculty toward tenure and tenured faculty toward promotion.
- d. Evaluation of Candidates for Promotion and Tenure: For promotion and tenure, candidates will be evaluated by the committee for evidence of excellence in their performance of

assigned duties that include teaching, advising, institutional and community service, and mastery of discipline and scholarship.

- e. Purpose of Tenure: Tenure insures the academic freedom that is essential to an atmosphere of intellectual pursuit and the attainment of excellence in the college. In addition, tenure also reflects and recognizes the faculty member's potential long-term value to the institution, as evidenced by professional performance. Tenure will be granted to faculty members whose character and achievements in serving the College's mission warrant the institution's reciprocal long-term commitment.
- f. Meaning of tenure: Upon being awarded tenure, the faculty member attains the status of presumed continued employment as a member of the faculty, except for reasons of just cause or where conditions exist beyond the College's control.
- g. Date of Eligibility for Tenure: Tenure is granted for achievement in academic and professional pursuits, not for years of service. Faculty members will be considered for tenure in their fifth year, but no later than their seventh year on tenure track on tenure-track, unless a tenure-clock-pause is requested and approved. If tenure is not granted, the faculty member may be offered a one-year terminal contract. Time spent in the capacity as an adjunct faculty cannot be counted as time toward tenure.
- h. Faculty Previously Tenured at Other Institutions: Faculty members hired into a tenure-track position, who have already earned tenure from a former institution, may be appointed with tenure at NNMC upon recommendation from the department following the procedures described below, after a probationary period of at least one year. Faculty previously tenured at NNMC may be rehired at their previous rank.

Faculty who were hired into a tenure-track position at a previous college or university may be credited with the years of experience at that institution towards tenure.

Applications for tenure transfer and promotion to a rank of Associate Professor shall be submitted to the Tenure Committee by the second week of January and must include the following documents:

- Letter of application for tenure at NNMC
- Official documentation confirming tenure status at previous institution
- Summary of accomplishments at NNMC in the four areas of evaluation (teaching, advising, service, and scholarship)
- Current CV
- Letter of recommendation from Chair or Dean
- Letters of recommendation from two tenured NNMC faculty (within one's department, if possible)
- Letters of recommendation from students, external references, faculty or staff (optional)

The Tenure Committee will forward its evaluation of the tenure transfer application to the Provost by the third week in February and will report the results of the evaluation to the faculty applying for tenure transfer the results of the evaluation. If the Tenure Committee does not recommend tenure transfer, the committee will include in its report an explanation for this decision.

By the last day of March, the Office of the Provost will inform the faculty member of the recommendation (positive or negative) in writing. Transfer of tenure and the granting of rank of Associate Professor is subject to action and approval by the NNMC Board of Regents.

#### Academic Division Criteria for Tenure and Promotion

Faculty seeking promotion and tenure in academic departments must hold a master's or a terminal degree or terminal degree equivalent in their area of expertise to be determined by the Office of the Provost in consultation with the department or college according to accreditation criteria. A list of approved terminal degrees or terminal degree equivalents must be kept by the Provost's office.

Faculty seeking tenure and promotion to Associate Professor rank will submit their dossier according to the section "Timeline for Advancement to Tenure" in this section. The

dossier must include a candidate profile with the following documents:

- Letter of application to Tenure and Promotion Council
- Summary of Tenure Packet
- All annual evaluations for the years in the tenure-track line
- Letter from the Human Resources Department confirming eligibility
- Current Curriculum Vitae
- Letters of recommendation (These letters should be from Department Chairperson/Supervisor, and/or Dean; Committee Chairs; and Colleagues. Letters from students or from external references may also be included)

In addition to the candidate profile, the dossier should address the following four criteria:

- i) Teaching effectiveness;
- ii) Advising;
- iii) College, public and community service;
- iv) Scholarship, mastery of discipline, professional development, and research.

The specific weights for each of the criteria are determined by each Academic College and specific Academic Department (when it applies).

i) Teaching effectiveness.

The teaching of students is central to the mission of NNMC. Given the mission of the College, candidates must demonstrate excellence in teaching, including assessment of student learning outcomes.

To demonstrate excellence in teaching, faculty must include the following documents in the Teaching Effectiveness Section. Each Academic College and specific Academic Department (when it applies) may have additional requirements:

- Recent course syllabi.
- Student evaluations.
- Teaching observation by departmental colleagues.
- Letters of recommendation from colleagues.
- Student learning outcomes and assessment data and analysis.
- Statement of teaching philosophy.
- Evidence of curriculum development.

Good teaching, defined as much more than classroom activities, may be documented in a variety of ways. The following list is illustrative rather than exhaustive.

- Meeting all class sessions.
- Integration of college-wide outcomes and accrediting agencies (when applicable) outcomes in course syllabi, instructional design and student assessment.
- Integration of technology in instructional design and delivery. Learning Management System (e.g. Blackboard) integration into the courses for student learning enhancement.
- Developing online courses.
- Continuing course alignment, exploring new adaptive technologies into course content, board discussions, hybrid classes, etc.
- New curriculum development.
- Integration of industrial credentials/standards into courses.
- Inviting speakers to classroom or general audience talks.
- Mentoring undergraduate student research.
- Developing intervention efforts for low performing students using tools such as Early Alert tickets.
- Peer reviews based on clarity of course goals, organization, use of technology and knowledge of field.
- Documents attesting to improvement in teaching.
- Documentation of honors and awards given for teaching.
- Implementation of innovative teaching techniques.
- Participation in educational activities of professional associations.
- Attendance or leadership of meetings related to the candidate's professional expertise.
- Lecturing or making presentations to student groups, colleagues, or the college community.
- Letters of recommendation from other professional sources.
- Participation in service learning activities.

## ii) Student Advising

Faculty must be committed to the academic well-being of students. Effective advising helps create an environment that fosters student learning and student retention. The formal and informal advising and mentoring of students is an indispensable component of the broader education at

the College. To demonstrate excellence in student advising, faculty must provide the following documents:

- Number of students advised
- Advisement logs or narratives

Faculty may include documents to demonstrate their efforts as pertaining to the following list, which is illustrative rather than exhaustive:

- Meeting with all advisees
- Performing degree audits
- Contacting unregistered advisees
- Documenting the meeting with advisees
- Advising students that are not candidate's advisees in the absence of the primary advisor
- Mentoring or tutoring students
- Assisting students in selection of courses and career options
- Implementing special review sessions for students
- Keeping an "open door" policy toward students
- Advising all majors of candidate's department
- Advising evening students

### iii) College, Public, and College Community Service

Faculty service is essential to the College's success in serving the institution and the community. It is the responsibility of individual faculty member to perform a broad array of services that are vital to supporting and sustaining the quality and effectiveness of the College. Faculty members are expected to provide service to the College, its students, programs, and professional disciplines, as collegial and constructive members of the College and the broader community. Examples include service in faculty governance, college committees, professional organizations, governmental entities and community non-profit agencies. Each Academic College and specific Academic Department (when it applies) may have additional or specific requirements. The following lists are illustrative rather than exhaustive:

### College Service

College service means committee work at the departmental and college level. Faculty must present letters from committee chairs verifying attendance and participation on committees.

- Academic program development
- Program coordination or assistance
- Assist with development of accreditation documents and new programs
- Student organization advising
- Attendance of departmental meetings
- Participation in departmental sponsored activities
- Arranging professional opportunities for students
- Working on activities related to the departmental grants
- Participation in institutional governance including Faculty Senate, and institutional committees
- College service at the state or regional level
- Representing the college at public events
- Participation in student recruitment efforts

### Community and Public Service

- Serving on boards or advisory councils at the local, state, national and international levels
- Lectures or presentations to local groups in the community
- Work done with community leaders to develop solutions to community problems
- Work done with the local community as a volunteer
- Participation in activities that increase the desire of non-college students to attend college
- Participating in student recruitment efforts

### iv) Scholarship, Mastery of Discipline, Professional Development, and Research

Faculty with assignments in research will be evaluated by the standards appropriate to the field. All faculty should be positively engaged in their disciplines and should be recognized for their expertise. Each Academic College and specific Academic Department (when it applies) may have additional or specific requirements. The following are examples of professional development and scholarship. The list is illustrative but not exhaustive:

- Presentations at conferences, professional agencies or institutions
- Edited books
- Peer-reviewed journal articles
- Reviewed articles or other publications
- Participation in symposiums
- Creative work presented
- Grants awarded
- Regional or national honors
- Professional consulting
- Research
- Patents or product development
- Publications
- Service as an officer of a state, regional or national association
- Service on editorial boards
- Service on a professional task force
- Participation in curriculum development in candidate's discipline at the state or regional level
- Writing grant proposals
- Reviewing grant proposals
- Contributions to improve teaching technology
- Demonstrated growth in subject matter
- Demonstrable command of subject matter
- Contributions to curriculum development
- Demonstrable quality improvement in teaching strategies incorporating new technologies (where applicable) and new approaches to learning

When Academic Colleges and Academic Departments have specific requirements for the four criteria (including a different weighting system for each factor), those requirements will be published on the NNMC website (faculty resources section) and the Tenure and Promotion Council will use them during the applicant's dossier evaluation.

#### Promotion from Associate to Full Professor

A full professor is a faculty member whose excellent teaching commands the respect of other faculty and students, who has accumulated a record of excellent achievements in teaching and/or scholarship, sustained contributions to the college, and increasing service to professional organizations and/or the

community. The rank of professor assumes depth, maturity, and leadership in teaching/scholarly activity/service to the department, college and community.

Applications for promotion to the rank of Full Professor are initiated by the faculty member seeking advancement in rank. The eligible faculty member should prepare a Promotion Application Dossier, including Candidate's Profile with the following documents:

- Letter of application to Tenure and Promotion Council. In case of reapplication for promotion, the letter must address any comments/concerns reported by the Tenure and Promotion Council in the denial letter/correspondence.
- Summary of The Dossier
- All annual evaluations for the years in the Associate Professor rank at NNMC
- Letter from the Human Resources Department confirming eligibility
- Current Curriculum Vitae
- Letter of recommendation and support from the Department Chair/Supervisor. In case of documented conflict of interest, letters of recommendation can be provided by other faculty members from the department and/or the Dean or the Provost.

In addition to the four criteria:

- i) Teaching effectiveness,
- ii) Advising,
- iii) College, public, and community service,
- iv) Scholarship, mastery of discipline, professional development, and research (for example, publications in a Professional or Peer Reviewed Journal or the equivalent as appropriate to the academic field).

the Dossier should include the fifth category:

v) Leadership.

Examples of Leadership include, but are not limited to:

- Leadership role in the community or with external agencies. For example, a faculty member could serve as a liaison with external agencies (LANL, SFCC, UNM-LA, Pueblos, City of Espanola, local businesses) or serve on an Advisory Board.
- Serving as a chair of a Faculty Senate Committee or an Institutional Committee.
- Serving as a Principal Investigator of a grant.
- Serving as a chair/director/supervisor of an academic department/program or service at NNMC or external programs contributing to the Mission of the NNMC.
- Serving as an officer of the Faculty Senate.
- Leading program/curriculum development, assessment activities, or co-curricular activities.

#### Tenure and Promotion Council

All applications for tenure and promotions shall be evaluated by the Tenure and Promotion Council. During the fall of the academic year, a five-member Tenure and Promotion Council will be elected from the Tenured Faculty of the Academic Division of the College. All tenured faculty are eligible to serve on the Council. However, full professors and senior associate professors should comprise the majority of the Council. The Council member will serve a three-year term and there shall be no more than one representative from a department.

If an insufficient number of faculty express interest in serving on the Council, exceptions may be made to the limit of one representative from a department and/or the three-year term limitation. Exceptions must be approved by a majority vote of the members of the Tenure Committee. With the approval of the Provost and in consultation with the appropriate Dean, the Tenure and Promotion Council may include non-voting members who are external tenured faculty members with other institutions as consultants in the area of expertise of the applicant.

If a Tenure and Promotion Council member is aware of a conflict of interest, he or she has an obligation to recuse his or herself from the review of a particular applicant. The Tenure Committee can also request that a Tenure and Promotion Council member recuse themselves by a majority vote. In addition, a faculty member can only vote on the Tenure and Promotion Council if he or she has not voted on the candidate at the departmental level.

It is understood, for a variety of reasons, there might exist a conflict of interest between tenure applicant/promotion and a member of Tenure and Promotion Council. In this case, the tenure/promotion applicant can petition to remove a maximum of one Tenure and Promotion Council member from the review of the applicant's tenure portfolio and on subsequent recommendations of tenure/promotion vote. In this case, the Tenure Committee will appoint a temporary replacement member by a majority vote prior to taking a majority vote to determine if the petition should be granted. For tenure and promotion to Associate Professor applications, if a complaint has been filed with Human Resources alleging a conflict between a tenure candidate and another tenured faculty member in the department, the tenure candidate can petition for the exclusion of the tenured faculty member from the departmental review. Human Resources shall provide any such documentation and associated substantiations or responses to the Chair of the department. The Chair shall make the final decision regarding the petition for exclusion and forward the petition, all documentation, and decision to the Chair(s) of the Tenure Committee. A petition for exclusion from departmental review is limited to one (1) faculty member.

### Timeline for Advancement to Tenure and Promotion

- a. Eligible faculty members in their 5<sup>th</sup> year but no later than 7<sup>th</sup> year on the tenure track must meet college-wide criteria and additional specific criteria published by their departments. These deadlines can only be modified via the “Pause-Clock” section below. Department Chairs will provide a current copy of the criteria for promotion and tenure to each tenured and tenure track faculty member in their department, to the Tenure Committee, and to the Office of the Provost. To apply for promotion and/or tenure, the eligible faculty member (hereafter candidate) will provide a dossier to the department chair by the last week in September. The candidate will prepare a dossier (only electronic dossiers will be accepted, limited to 600 pages, including all supporting materials ~~no more than one three-inch-thick, three-ring binder plus any supporting materials~~) showing fulfillment of the tenure requirements. If no chair is present, the dean will designate a tenured faculty member (preferably within the department) to initiate the departmental review. The dean can also serve as the convener. We henceforth denote the chair or designee as the convener.
- b. Tenure-Clock-Pause: The advancement to tenure timeline can be paused for no more than a total of two years, one semester at a time, in the following circumstances: 1) up to one year per birth or adoption of a child and/or 2) to provide extended care for an "immediate family member", as defined in Article 23 of the CBA, General Leaves. The tenure-clock-pause is designed to provide a respite for faculty experiencing family changes, such as the birth or adoption of a child or the caring of an aging parent and/or extreme personal or family medical events, as defined by the Family Medical Leave Act (FMLA), such as physical or mental health issues and those that result from domestic violence. Under no circumstances is the tenure pause to be used because the faculty failed to plan and prepare for their tenure evaluation.
- i. A written request to pause the tenure timeline must be made to the Department Chair, Tenure Committee Chair(s), Human Resources, and the Office of the Provost no later than the third week of the semester, or earlier if possible, except for emergencies, as outlined below. The request shall include

whether the faculty is requesting one semester or two of tenure-clock-pause. Supporting documentation should be provided to Human Resources (HR). If the faculty member takes one semester and decides that he or she needs another, he or she must make another request.

ii. In the case of a medical or family emergency, the faculty shall alert their Department Chair, the Tenure Committee Chair(s), Human Resources, and the Provost at their earliest convenience that they need to make an emergency request to pause the tenure clock. Supportive documentation must be provided to Human Resources.

iii. If the faculty member has used his or her allotted two years of tenure-clock-pause, an additional extension, if it falls within these circumstances, may be requested and granted with the approval of the Provost.

iv. Tenure clock adjustments are cumulative. Delaying the tenure clock for one semester or for one year will have the same effect, as tenure decisions are made once a year. If faculty pause for one semester in one year, and for one semester in another year, they will extend their clock by one year, even if those semesters are in different academic years. If they pause for two semesters, they will pause their clock for one year. In any case, each pause must be requested as outlined above.

v. Whether or not the faculty member takes leave during their pause shall not influence the evaluations of a tenure application made by the Department, Tenure and Promotion Council, or Provost. The tenure packet produced will be evaluated in the same way an application with no pause is evaluated. Any associated leaves will follow Article 23, General Leave of the CBA.

vi. The reviews of all tenure-clock-pauses, emergency tenure-clock-pauses and extensions following the allotted two years of tenure-clock-pause should follow the timeline outlined in viii, ix, and x.

vii. Human Resources shall review all documentation provided by the faculty member requesting a pause and

provide a memo within one working week to the Tenure Committee Chair(s), and the Provost stating whether the documentation provided meets FMLA qualified events, such as physical or mental health issues of the individual, or immediate family, and those that result from domestic violence. In the case of an extension beyond the two years, Human Resources will confirm the amount of time taken for the tenure-clock-pause.

viii. The Tenure Committee Chair(s) shall have two weeks to forward their recommendation to the Provost once they receive the Human Resources memo. The Provost will review all tenure-clock-pause requests, make the final decision, and inform the faculty member within two weeks after receiving the recommendation from the Tenure Committee Chair(s). Requests made when faculty are not on contract will be reviewed when they return.

ix. If the Provost denies the tenure-clock pause after Human Resources states the faculty member is eligible and after a positive recommendation from the Tenure Committee Chair(s), that faculty member may appeal to the President the decision within 10 working days from the date of notification in writing that the Provost denied the tenure clock pause.

c. The convener and tenured faculty within the department will have until the end of the third week in October to evaluate the dossier. The evaluation will include a record of all votes (for, against, abstention and absent) in the departmental review of the candidate. The convener also records the justification for the final departmental decision referencing the strengths and weaknesses of the candidate.

d. The convener sends a letter to the candidate and Tenure and Promotion Council, summarizing the departmental review by the fourth week in October. The candidate's dossier is also given to the Tenure and Promotion Council. The convener on behalf of the department will provide a completed rubric or evaluation tool which summarizes the evaluation of the candidate by the department.

By the first week of the spring semester, the Tenure and Promotion Council sends its recommendations to the Dean and Provost, along with the recommendation of the department. Tenure candidates must receive at least one positive recommendation from either the department or the Tenure and Promotion Council in order for the candidate's tenure application to be considered for tenure review by the Provost. Candidates who do not receive a positive recommendation from either the department or the Tenure and Promotion Council will not be recommended for tenure.

By the last day of February, the Office of the Provost informs the faculty member of the recommendation (positive or negative) in writing.

#### Timeline for Promotion from Associate to Full Professor

##### a. Eligibility Criteria

To be eligible for promotion to full professor, a candidate should have a minimum of ten (10) years of experience in higher education and have served a minimum of four (4) years in the rank of Associate Professor at NNMC.

Time spent on Sabbatical Leave shall count towards the ten (10) years of experience above. However, Sabbaticals cannot be counted towards the four years a candidate must serve as a tenured Associate Professor at NNMC.

Leave of absences cannot be counted for any of the required years of service. However, the candidate can apply for an exception if he or she demonstrates significant academic work during the absence. For example, a candidate may be denied a sabbatical because of financial constraints at the college at the time of the sabbatical application. If the candidate took a leave of absence and accomplished significant work during the absence, the leave of absence could be counted toward the ten (10) years of service in higher education. The Tenure Council will determine if significant academic work was accomplished during the leave of absence. Leave of absences cannot, under any circumstances, be counted toward the four years a candidate must serve as a tenured Associate Professor at NNMC.

##### Timeline for Application and Evaluation:

To apply for promotion to the rank of Full Professor, the eligible faculty member (hereafter candidate) will submit a dossier ~~portfolio~~ (only electronic dossiers will be accepted, limited to 600 pages, including all supporting materials) to the Chair(s) of the Tenure Committee by the fourth week of October.

The candidate's dossier is then given to the Tenure and Promotion Council for review and appraisal. By the first week of the spring semester, the Tenure and Promotion Council sends its recommendations to the Provost, along with detailed arguments supporting their appraisal.

By the last day of February, the Office of the Provost informs the faculty member of the recommendation (positive or negative) in writing.

#### Actions of the Board of Regents

Tenure and promotion are awarded only by positive action of the Board of Regents upon recommendation by the President. Such action must be taken no later than April 30<sup>th</sup>. Following the Board of Regents' action, the Provost provides official notification to the candidates and their supervisors, Chairperson, Dean, and to the chair of the Tenure and Promotion Council. Assistant Professors who are granted tenure will be promoted to the rank of Associate Professors beginning the following academic year. Associate Professors who are granted promotion will be promoted to the rank of Full Professor the following academic year.

#### Denial of Tenure and Promotion

If tenure is not awarded, the faculty member may be offered a one-year terminal contract. If the promotion to the rank of Full Professor is denied, the faculty may reapply for promotion up to a total of three (3) times with a minimum of one (1) full academic year between two applications.

Denial of recommendation/promotion of tenure by the Provost following positive recommendation by Tenure and Promotions Council. If in the course of tenure application, both the department and Tenure and Promotions Council make a positive recommendation to the Provost, and the faculty member is denied a recommendation of tenure by the Provost or President, that faculty member may appeal to the Board of Regents the decision-within 10 working days from the date of notification in writing that the Provost or President has denied a recommendation of tenure.

If in the course of application for promotion to the rank of Full

Professor, the Tenure and Promotion Council makes a positive recommendation to the Provost, and the faculty member is denied a recommendation by the Provost, that faculty member may appeal to the President the decision within 10 working days from the date of notification in writing that the Provost has denied a recommendation of tenure. The faculty member has the right to file a grievance regarding procedural violations related to the Tenure process.

#### Privileges of Tenured Faculty

a. The appointment of a tenured faculty member shall run until the member's separation from employment with the College, subject to the following limitations: Any dismissal or non-renewal of the contract of a tenured member of the faculty shall follow the procedure discussed in Part II.D.

b. Sabbatical leave may be granted to tenured faculty members in accordance with Part III.C.

c. Tenured faculty members appointed to administrative positions will retain tenure status as faculty. If a tenured faculty member serving in an administrative position returns to a faculty position for which they are qualified, that tenured faculty member returns to the position with tenure.

## 2. **Criteria for Appointment to Emeritus Status**

Proposals for emeritus designation must be initiated by a faculty member or other appropriate group, such as the Honors Committee of the Faculty Senate, and submitted for evaluation and recommendation by the Provost. If recommended by the Provost, the President shall review and forward the recommendation to the Board of Regents. The Board of Regents shall make the decision on the granting of emeritus status to the nominee. The decision of the Board of Regents shall be final and not subject to further review.

Nominees for Emeritus Faculty must meet the following criteria:

- Be eligible to retire and have submitted an intent to retire to the Provost
- Be tenured at NNMC and have five consecutive years of full-time, tenured faculty service at NNMC prior to retirement
- Have shown excellence in teaching or administration
- Have contributed service to the college, the community, or the professional discipline

### **Privileges of Emeritus Faculty**

The privileges and responsibilities of emeritus faculty are subject to any legal and/or New Mexico Higher Education Department and/or college restrictions. In addition, emeritus faculty receive:

- a. Assigned office space for research or scholarship, if available
- b. A listing with the faculty in the college catalogues, website, and other appropriate publications
- c. Attendance at campus events open to college employees
- d. Receipt of special campus publications, announcements, and event invitations as determined by the President
- e. Invitations to participate in public ceremonies, commencement, processions, and convocations

- f. Participation in appropriate campus seminars, colloquia, lectures, ad hoc committees, and other scholarly pursuits
- g. Use of college recreation/social facilities in accordance with college policy.
- h. Library and email privileges

### 3. **Criteria for Promotions in Faculty Rank within the Academic Division**

Criteria for Promotion from Assistant Professor to Associate Professor:

Faculty seeking promotion to the rank of Associate Professor shall hold an earned doctorate or other appropriate terminal degree granted by an accredited institution of higher learning. A master's level or bachelor's degree may be considered appropriate for some departments and will be determined by individual departments or colleges. The Tenure and Promotion Council will consider evidence of the following:

- Demonstrated effectiveness in teaching, assessment, scholarly activities, advising, and other assigned duties
- Appropriate institutional, public, and professional service
- Positive engagement in individual discipline

### 3. **Seniority**

Seniority shall be defined as the total length of time of continuous full-time employment in a tenure-track position at the College. Seniority credit shall commence with the full-time faculty member's most recent date of full-time employment. Time spent on paid leave shall be counted for seniority purposes. Time spent on approved unpaid leave shall not constitute a break in continuous service but shall not be counted for seniority purposes. The College will maintain a seniority list of all faculty members ranked in order of seniority within each contractual academic discipline. Seniority shall be forfeited in circumstances, including, but not limited to resignation, termination, or retirement. Seniority is not lost in the situations below:

- a. A faculty member is part of a reduction in force and is subsequently rehired. In such a situation, the individual retains the seniority he or she had when terminated.
- b. A faculty member moves into an administrative position and back to a faculty position. In such a

situation, the individual accrues seniority as if he or she stayed in a faculty position.

## **II. E. Contracts**

### **1. Academic Calendar and Work Year**

The work year is normally defined by the academic calendar, which is approved by the Administration. The academic calendar for Fall shall begin with the convocation week and shall end with the date that final grades are due for the Spring semester. Faculty are required to attend the Spring Graduation ceremonies. Faculty will attend Fall and Spring Convocation and participate in meetings/events that apply to them or are mandated by the College. The Faculty Senate will work with Administration to develop Faculty content for Fall and Spring Convocation week. The following holidays will be observed during the term of this Agreement:

- a. Labor Day
- b. Fall Break as defined in the Academic Calendar
- c. Veteran's Day
- d. Thanksgiving, the Wednesday prior, and the Friday following
- e. All days when the college is closed for Winter Break
- f. Martin Luther King's Day Birthday
- g. President's Day
- h. Good Friday
- i. Spring Break as defined in the Academic Calendar.

### **2. Outside Employment**

The primary responsibility of faculty members is to render to the College, their most effective commitment to teaching, scholarship, and service. At the same time, consulting and other outside activities of a professional nature are encouraged by the college where such activities give the faculty member experience and knowledge valuable to professional growth and development. These activities may help the faculty member make worthy contributions to knowledge, or contribute to instructional programs, or otherwise make a positive contribution to the College, community, or profession (discipline).

No outside service or enterprise, professional, or other, should be undertaken that interferes with the faculty member's primary responsibility to the College. While a faculty member is allowed to engage in outside professional activities, this must be clearly

subordinate to their teaching, advising, scholarly activities, and College service responsibilities.

The following considerations should be made regarding outside activities. Such planning is in the best interest of the faculty member, the Academic Unit, and the College. A full-time faculty member's position with the College shall be his primary source of employment. The categories for the various degrees of involvement in outside activities are listed below.

a. The faculty member does not have to inform their supervisor or dean nor obtain approval. This category would consist of activities such as attending professional meetings, writing books, giving occasional speeches and lectures, refereeing manuscripts, and outside activities that are personal.

b. The faculty member would be required to inform their supervisor or dean in writing, but would not be required to obtain approval. This category would consist of activities such as occasional outside consulting activities, holding office in scholarly or professional organizations, assuming editorial duties for a journal.

c. The faculty member would be required to inform their supervisor or dean in writing and shall obtain prior approval from the Provost if the activities would have potential to conflict with job assignments. This category would consist of activities such as consulting more than one day per month, teaching for another institution, pursuing a degree or licensure, working a second job, or operating a personal business. This approval will be documented with the Human Resources department.

Pre-approved outside employment will be subordinate to changes when mandatory events are called, such as meetings, professional development needed, or others. Faculty who cannot attend the event must request personal leave (or unpaid leave when all personal leave has been used). Sick leave shall not be used under these circumstances.

Faculty members involved in outside employment activity must complete an outside employment disclosure form at the time of outside employment. If an activity presents a potential conflict of interest, it will be handled according to the Code of Conduct policy.

### **3. Summer Employment**

Tenured and tenure-track faculty members shall be given the first

opportunity to sign up for a section during the summer session.

Full-time faculty members selected for summer employment will be paid in accordance with Part III.A.

#### **4. Facilities, Equipment and Support**

Subject to available funding, the College will provide classroom space, office space, library access, internet connection, access to the learning management system (LMS) when appropriate, equipment, and materials to aid in the faculty member's performance.

#### **5. Health and Safety**

The College and Faculty will exercise their respective responsibilities under occupational safety and health to create a safe and healthful environment in accordance with applicable state and federal law.

Whenever an employee observes a condition which they feel represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation to the appropriate administrator which will be promptly investigated.

An employee may request in writing a temporary reassignment (e.g. change of office, or modifications to tasks) when they believe in good faith that their present assignment presents a clear danger to their health and safety. The appropriate administrator shall promptly respond to such a request in writing. Such a request shall not be unreasonably denied during the preliminary aspect of any investigation. If such an unsafe or unhealthy condition is found during such an investigation, the temporary reassignment shall continue until a remedy is implemented.

All work-related injuries and illnesses shall be reported immediately to the appropriate administrator.

The College will organize and maintain a safety committee that advises on health and safety issues affecting employees covered by this Agreement and shall include as a member of that committee a designee of the bargaining unit. The committee will advise the College on policies and procedures, review health and safety concerns and suggestions, and provide recommendations regarding obtaining, purchasing, operating, or storing hazardous materials or equipment, and the procurement and use of appropriate personal protective equipment.

## **II. F. Faculty Responsibilities and Duties**

### **1. Faculty Workloads**

Faculty workloads shall be distributed among all faculty members. The preparation of teaching schedules shall be the responsibility of the Dean and the Department Chairperson. The Dean and the Chairpersons will consider recommendations from faculty members. The College shall continue to notify the faculty member of their tentative teaching schedule. Changes in faculty member's teaching schedule may be made as the need arises and faculty shall be notified of said changes. The final determination of teaching schedules shall be made exclusively by the College. Monitoring of workloads is the responsibility of the supervisor and is intended to ensure that responsibilities are equally distributed. With approval of the Provost, the Dean may grant release time for special assignments or responsibilities.

Normal working hours are between 8:00 am and 5:00 pm, Monday through Friday, unless the faculty member teaches evening or weekend classes, in which case the hours must be kept as appropriate for that faculty member's normal teaching schedule. Any proposed

deviation from these requirements must be justified in writing and approved by both the Chair and the Dean.

The College does not attempt to enforce an eight-hour working day for faculty. However, faculty members are employed on a full-time basis and are required to be available when they are under contract during normal working hours including periods when classes are not in session and the college is open.

Faculty are required to attend Department meetings, Faculty Convocation morning, and the new Student Orientation during the Fall and Spring convocation week and the Spring Graduation ceremonies. The convocation week schedule shall be collaboratively developed between the Faculty Senate and the Administration. Faculty members are required to attend one "Assessment Day" per academic year and it shall be scheduled during Convocation week.

The workload distribution will be determined in coordination with the supervisor based on the following four criteria:

- Teaching effectiveness. The teaching of students is central to the mission of NNMC. Given the mission of the College, candidates must demonstrate excellence in teaching, including assessment of student learning. Classes are to be met as scheduled including final exam week.
- Advising. Faculty must be committed to the academic well-being of students. Effective advising helps create an environment that fosters student learning and student retention.
- Service to the College community. Faculty members are expected to provide service to the College, its students, programs, and professional disciplines, as collegial and constructive members of the College and the broader community.
- Scholarship, mastery of discipline, professional development, and research. All faculty should be positively engaged in their disciplines and should be recognized for their expertise.

In particular, the teaching load is determined with the following parameters:

#### Academic Year Teaching Load

The normal teaching load for tenured and tenure-track full-time faculty is twelve (12) credit hours per semester. The normal teaching load for lecturers and instructors is fifteen (15) credit hours per

semester.

Release time of up to 12 credit hours may be granted by the Chair/Dean with approval of the Provost for program/departmental initiatives that include program development, grants writing and/or grants management, student advisement, accreditation, recruitment, or other activities when a class that is part of the workload is canceled.

When a faculty member is teaching two or more scheduled classes at the same time (e.g., cross-listed courses), only one of the classes will be counted in the workload computation. Workload for courses that are co-taught will be calculated equally by dividing the normal workload of the particular course by the number of faculty members teaching it or in a pro-rated way if the workload is not equally distributed among the faculty members. In special situations, such as co-op courses, lab courses, field experiences, capstones, independent studies, and practicums, the workload credit hours shall be computed by the Chairperson or Dean with the Provost's approval.

Full-time faculty members shall be present for all professional duties and obligations, including but not limited to classes, departmental meetings, accreditation work, and faculty meetings called by the Dean/Provost or President. Full-time faculty shall be available for a minimum of five (5) hours per week, for office hours. Office hours shall be posted online, in the course learning management system and in the case of a physical space on campus, on their office door. Full-time faculty hired to work remotely shall schedule a minimum of five (5) hours per week through real time interaction software such as Zoom or Slack.

Chairs teaching load is 3-4 credit hours per semester and directors teaching load is 6 credit hours. The New Mexico Board of Nursing mandates that at least 80% of the Associate Degree in Nursing Program administrator assignment shall be spent in the administration of the nursing program. Additional administrative time should be given when preparing for accreditation, curriculum revision and other administrative activities. The teaching load shall not exceed 20% of total workload.

#### Teaching Overload

When a faculty member teaches in excess of assigned teaching load during a semester, the department Chair or Dean may approve the overload. No faculty shall be required to teach an overload. To determine if an overload exists, all courses taught by the faculty

member will be considered and the twelve (12) credits of the normal

teaching load fifteen (15) for Instructors, six (6) for Directors, and four (3-4) for Chairs) will be determined by the courses with the highest enrollment. The courses that will be paid as overload will be those courses with the lowest enrollment. The compensation for an overload is addressed in Part III.A. When appropriate or mandated by an outside governing body, supervisor may approve contact-hours instead of credit hours for faculty as an exchange of physical presence on Campus for student advisement, accreditation, recruitment, or other activities.

#### Student Advising

Each faculty member shall serve as an advisor to students. Advisors shall assist students in course selection, scheduling, and in meeting requirements for certificate or degree programs. When necessary, students shall be referred to the appropriate support services for assistance. Full-time faculty shall conduct advisement every semester.

#### Class Cancellations

In order to meet accreditation standards, faculty members shall not cancel scheduled classes in any circumstances without prior written supervisor approval. For absences that are approved in advance by the program or department chair, instructors should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the student contact hours. For unanticipated absences such as illness or family emergency, faculty members must notify the program or department chair, or academic dean as soon as possible so that arrangements can be made regarding classes and other scheduled activities. Faculty members should find an acceptable substitute for their classes or obtain the chair's approval for an alternate means of making up the student contact hours. Failure to notify the program or department chair of a missed class meeting or excessive absences from class obligations can result in disciplinary action.

#### Course delivery/schedule changes

Faculty members shall not change the delivery method of instruction or the approved schedule of classes and assigned classroom under any circumstances without prior written supervisor approval and without advance notification to the office of the registrar.

#### Academic year contract

Faculty members are engaged and paid on the basis of an academic year contract, including days when the College is open and classes are not in session. Supervisors may require attendance any day during the term of the contract.

#### Contract length

Chairs, directors, and coordinators will be issued a base contract for one academic year (9-months). For additional months of service, the College will issue a supplemental contract.

Definition of Summer Period for supplemental contracts: During the same fiscal year (i.e., July 1 of a year to June 30 of the following calendar year), the summer period for a supplemental contract is defined as the business days between July 1 and the Friday before the Fall convocation plus the business days between the Tuesday after the deadline to submit Final Grades for the Spring Semester for 16-week courses and June 30.

The supplemental contracts will be the following:

Half-month supplemental: The faculty member will have 50 business days off during the summer period for supplemental contracts. The faculty's supervisor shall approve the working days at least one month in advance.

One-month supplemental contract: The faculty member will have 40 business days off during the summer period for supplemental contracts. The faculty's supervisor shall approve the working days at least one month in advance.

One and a half months supplemental contract: The faculty member will have 30 business days off during the summer period for supplemental contracts. The faculty's supervisor shall approve the working days at least one month in advance.

Two-month supplemental contract: The faculty member will have 20 business days off during the summer period for supplemental contracts. The faculty's supervisor shall approve the working days at least one month in advance.

Two and a half months supplemental contract: The faculty member will have 10 business days off during the summer period for supplemental contracts. The faculty's supervisor shall approve the working days at least one month in advance.

Three-month supplemental contract: The faculty member will work all business days of the summer period for supplemental contracts.

The college reserves the right to determine specific days during the summer that cannot be selected for time off depending on the needs of the college. The determination of the length of the supplemental contract will be determined by the Office of the Provost based on the needs of the institution and the availability of funds.

The college reserves the right to determine specific days during the summer that cannot be selected for time off depending on the needs of the college. The determination of length of the supplemental contract will be determined by the Office of the Provost based on the needs of the institution and the availability of funds.

Supplemental contracts will be paid following the same schedule as the 9-month contract.

## **2. Faculty Responsibilities and Duties**

### Professional Ethics

Faculty members shall demonstrate respect for the students, college faculty members, staff members, college administrators, and other members of the college community in their role as intellectual guides, foster honest academic conduct, and promote an atmosphere that is conducive to learning and the acquisition of scholarly standards. They shall strive to help each student realize his or her potential as a worthy and effective member of society.

### Collegial Respect

Faculty members will demonstrate respect for their colleagues, uphold academic ethics, collaborate, and model the culture of the academy. In fostering an environment of collegial respect, faculty will observe basic etiquette, honor each other's intellectual domain and individual strengths while collectively working towards meeting the needs of students in fulfillment of NNMC's mission.

### Faculty Duties

Each faculty member shall be responsible for the following:

- a. Become familiar with College policies and procedures
- b. Be able to explain to students the course content and requirements and distribute a course syllabus during the first day of scheduled class
- c. Meet every assigned class at its designated time except for illness, emergency situations, and approved absences

- d. Attendance will be taken for the first two weeks of an 8-week course and the first four weeks of a 16-week course. Student Services will use the provided attendance data to reconcile enterprise resource planning software (e.g. Banner) and the Learning Management System enrollment.
- e. Assume responsibility for the security of College facilities and equipment
- f. Maintain a classroom that is conducive to learning and indicate a sincere interest in students' education
- g. Arrange for equipment, supplies, and materials necessary for instruction
- h. Advise students concerning academic achievement, absences, and tardiness that might jeopardize satisfactory progress
- i. Emphasize to all classes the importance of prompt, regular and continuous class attendance
- j. Maintain accurate scholastic records of students enrolled in each class, and submit course enrollment correction forms to the registrar by due date, and grade reports to the Registrar's Office by due date
- k. Refer students who need special consideration to the appropriate student services
- l. Report all irregularities, questions, or problems concerning instruction to the department supervisor
- m. Keep credentials and certifications (as required) current and on file in the Human Resource Office
- n. Conduct assigned classes in accordance with the stated philosophy and objectives of the College and in accordance with the approved master course syllabus
- o. Participate in all activities directed by the supervisor related to student learning outcomes assessment and accreditation processes when they are required by the program of study
- p. Participate in all activities directed by the supervisor related to student advisement, student recruitment, and student retention
- q. Initiate purchase requisitions as appropriate
- r. Recommend course textbook and submit it to the department or appropriate textbook adoption website
- s. Recommend the selection of library books, reference materials, and periodicals for the Library
- t. Perform registration duties
- u. Attend and support activities of the College such as scheduled and special faculty and department meetings and assigned committee meetings

**3. Directors' Duties**

Directors shall be responsible to the Department Chairperson. Each director shall:

- a. Supervise, coordinate, and assess the planning and implementation for the ongoing development and improvement of the degree program(s)
- b. Coordinate the development of creative and progressive teaching methods
- c. Recruit and supervise adjunct and regular faculty for the degree program(s).
- d. Maintain confidential employee information and make recommendations regarding employment of faculty and staff for the programs.
- e. Coordinate the scheduling and delivery of the program(s) curriculum.
- f. Coordinate the development of marketing and recruitment activities for the program(s).
- g. Supervise student advisement and practicum experiences.
- h. Participate in institutional governance and departmental committees as assigned.
- i. Oversee administration of state and external funds supporting the program(s).

#### 4. **Chairperson Duties**

Each Chairperson shall be responsible to the Dean/Provost (or designee) and shall:

- a. Supervise assigned personnel and coordinate all departmental activities
- b. Coordinate efforts with faculty and make proper recommendations related to the development of new courses and programs, the revision or deletion of existing courses and programs, and the maintenance of instructional standards within the department
- c. Provide leadership in formulating, developing, revising program objectives and curriculum, and maintaining current course outlines and syllabi which accurately reflect the instructional program
- d. Supervise instructional activities within the department, including evaluation of curriculum, teaching methods, effective use of the library and support programs, testing techniques, and audio-visual aids
- e. Schedule and preside at regular departmental meetings to review areas of concern and maintain communication.

- Maintain and distribute minutes of all meetings to department personnel
- f. Ensure that faculty maintain scheduled office hours and equitable workloads
  - g. In coordination with the Office of Human Resources, orient new department personnel and ensure that all assigned personnel are familiar with academic policies, regulations and procedures
  - h. Evaluate formally or informally department personnel and the overall effectiveness of instruction within the department
  - i. Recommend to appropriate Dean/Provost renewal or non-renewal of contract, promotion, or dismissal of personnel within the department
  - j. Ensure functional advisory committees as required by degree programs
  - k. Verify that safety guidelines are in place as required by appropriate program oversight standards
  - l. Monitor the attendance of personnel within department and approve faculty leave requests
  - m. Assist in the registration process, coordinate advisement, and registration duties to personnel within department
  - n. Assist the Dean on articulation agreements with post-secondary and secondary institutions
  - o. Validate faculty selection of textbooks for bookstore adoption
  - p. Verify that adequate supplies and equipment are available for the department
  - q. Review materials for the College catalog and other college publications ensuring an accurate representation of the department
  - r. Participate in the screening and interviewing process for department personnel and make recommendations for employment within procedural guidelines
  - s. Coordinate the development of the annual recommended budget for assigned department and submit the budget to the appropriate Dean
  - t. Maintain records and controls to assure that the department operates within established budget limits
  - u. Coordinate all purchase requests within the department
  - v. Serve as liaison between department and institutional personnel and/or public
  - w. Assist in the initiation and/or development of institutional research or proposals related to the department

- x. Inform the appropriate Dean/Provost of departmental needs, concerns, changes, or irregularities that warrant attention
- y. Instruct as assigned by the appropriate Dean/Provost within limits as described under II.G.2.a (Faculty Workloads) of this handbook
- z. Assume responsibilities and duties required of faculty and additional assignments outlined for Chairpersons
- aa. Assume additional duties assigned by the Dean/Provost or designee

## **II. G. Academic Freedom, Intellectual Property, Faculty Member Investigations, and Progressive Discipline**

### **1. Academic Freedom**

The personal life of a faculty member is not a proper concern of the College, provided that it does not adversely affect or interfere with the faculty member's effectiveness in fulfilling his or her professional obligations.

The College is committed to the promotion of responsible academic freedom for its faculty and students. The major premise of academic freedom is that open inquiry and expression by faculty and students is essential to the College's mission. Academic freedom shall be understood to include but not be limited to the following:

- Academic freedom means that both faculty members and students can engage in intellectual debate without fear of censorship or retaliation.
- Academic freedom establishes a faculty member's right to remain true to his or her pedagogical philosophy and intellectual commitments. It preserves the intellectual integrity of our educational system and thus serves the public good.
- Academic freedom in teaching means that both faculty members and students can make comparisons and contrasts between subjects taught in a course and any field of human knowledge or period of history.
- Academic freedom gives both students and faculty the right to

express their views — in speech, writing, and through electronic communication, both on and off campus — without fear of sanction, unless the manner of expression substantially impairs the rights of others or, in the case of faculty members, those views demonstrate that they are professionally ignorant, incompetent, or dishonest with regard to their discipline or fields of expertise.

- Academic freedom gives both students and faculty the right to study and do research on the topics they choose and to draw what conclusions they find consistent with their research, though it does not prevent others from judging whether their work is valuable and their conclusions sound. To protect academic freedom, universities should oppose efforts by corporate or government sponsors to block dissemination of any research findings.
- Academic freedom means that the political, religious, or philosophical beliefs of politicians, administrators, and members of the public cannot be imposed on students or faculty.
- Academic freedom gives faculty members and students the right to seek redress or request a hearing if they believe their rights have been violated.
- Academic freedom protects faculty members and students from reprisals for disagreeing with administrative policies or proposals.
- Academic freedom gives faculty members and students the right to challenge one another's views, but not to penalize them for holding them.
- Academic freedom protects a faculty member's authority to assign grades to students, so long as the grades are not capricious or unjustly punitive. More broadly, academic freedom encompasses both the individual and institutional right to maintain academic standards.
- Academic freedom gives faculty members substantial latitude in deciding how to teach the courses for which they are

responsible.

- Academic freedom guarantees that serious charges against a faculty member will be heard before a committee of his or her peers. It provides faculty members the right to due process, including the assumption that the burden of proof lies with those who brought the charges, that faculty have the right to present counter-evidence and confront their accusers, and be assisted by an attorney in serious cases if they choose.
- Academic freedom includes the assessment of student academic performance, including the assignment of particular grades and the following principles in assigning grades: (1) the individual faculty member has the responsibility for the assignment of grades; (2) students should be free from prejudicial or capricious grading; and (3) if the faculty member does not initiate a change of grade, no grade may be assigned or changed without following the Grade Appeal Process of NNMC. The review of a student complaint over a grade should follow the current procedure established by the Academic Standards Committee.
- Academic freedom does not mean a faculty member can harass, threaten, intimidate, ridicule, or impose his or her views on students, college faculty members, staff members, college administrators, and other members of the college community.
- Student academic freedom does not deny faculty members the right to require students to master course material and the fundamentals of the disciplines that faculty teach.
- Neither academic freedom nor tenure protects an incompetent faculty member from losing his or her job. Academic freedom thus does not grant an unqualified guarantee of lifetime employment.
- Academic freedom does not protect faculty members from colleague or student challenges to or disagreement with their educational philosophy and practices.
- Academic freedom does not protect faculty members from

non-college penalties if they break the law.

- Academic freedom does not give students or faculty the right to ignore college regulations, though it does give faculty and students the right to criticize regulations they believe are unfair.
- Academic freedom does not protect students or faculty from disciplinary action, but it does require that they receive fair treatment and due process.
- Academic freedom does not protect faculty members from sanctions for professional misconduct, though sanctions require clear proof established through due process.
- Neither academic freedom nor tenure protects a faculty member who repeatedly skips class or refuses to teach the classes or subject matter assigned.
- Academic freedom does not allow a faculty member to prevent a talk or a performance.
- Academic freedom does not protect a faculty member from investigations into allegations of scientific misconduct or violations of sound college policies, nor from appropriate penalties should such charges be sustained in a hearing of record before an elected faculty body.
- Control of presentation includes selection of subject matter including online resources (e.g., publisher's website content) to be covered and of textbooks and other materials to be used. Because these choices are reflected in various administrative concerns, decisions as to topic coverage and selection of texts and materials are subject to the approval of the faculty member's immediate supervisor. Mindful of the importance of academic freedom, the immediate supervisor shall not disapprove a faculty member's decision in these areas arbitrarily or without justifiable cause. In the event faculty members believe disapproval of their texts or materials by their supervisor is unjust, they may appeal to the next higher administrative level as explained in the grievance procedure.

**2. Intellectual Property**

The College regards copyrightable material such as but not limited to a book, manual, musical or dramatic composition, architectural design, painting, sculpture, video, or other comparable work developed by an employee as the property of the employee (author). Development or redesign of a course pursuant to a grant awarded to the College shall be the property of the bargaining unit employee who developed or redesign the courses, however, the College will be granted educational use of the material for the duration of the grant.

**3. Faculty Member Investigations**

The College has the right to investigate all allegations of faculty misconduct. A faculty member may be placed on administrative leave with pay during an investigation involving the faculty member. When necessary, during an investigation, the college may enter a faculty member's office. The affected faculty member shall be given reasonable notice prior to entering the faculty member's office. The faculty member may observe, but not interfere with, the college's entry of the office to conduct an investigation. For purposes of this paragraph, reasonable notice shall be at least 24 hours' notice in writing, prior to entry of the office.

Under exigent circumstances such as, but not limited to, an emergency affecting safety and security or allegations of criminal activity, the college may enter a faculty members office to conduct an initial investigation and/or to secure property, data, documentation or other items stored within the office. Within one work day of an entry, the College shall notify the affected faculty member.

During investigation, no documentation or information related to the matter under investigation will be placed in the faculty member's personnel file or released publicly unless required by law. If the investigation does not result in disciplinary action, no documentation will be placed in the faculty member's personnel file. Any actions, other than dismissal, taken by the Administration as a result of such an investigation may be grieved according to Part II.H.

**4. Progressive Discipline**

The general purpose of discipline is to correct unsatisfactory performance and/or misconduct. Any discipline requires good and

just cause. Progressive discipline may be utilized when management determines that the merits of a particular case warrant such an approach. Progressive discipline will not be utilized when management determines that a faculty member's action(s) are so egregious that such an approach is inappropriate.

Progressive discipline starts with the least severe discipline and progresses to more severe discipline depending on the circumstances. Examples of the least severe discipline consist of verbal and written warnings. More severe disciplines consist of written reprimands, suspensions and terminations.

Faculty member may be discharged in accordance with Part II.M.

Discipline is designed to give a faculty member an opportunity to correct employment behavior and performance. Every reasonable effort will be made to ensure acceptable work performance by the faculty member. When problems with the faculty member behavior that affects the workplace or performance arise, a supervisor will seek to correct the problem with the least amount of disruption to the work environment. Serious infractions may result in immediate suspension from work with or without pay.

a. Verbal warning

A faculty member is issued a verbal warning for minor infractions or to correct minor faults in an faculty member's job performance. Verbal warnings are issued during a private conference between the supervisor and the faculty member where the supervisor explains the problem and recommends a process the faculty member must accomplish to return to satisfactory status. The faculty member is informed that the conference is being conducted for the purpose of issuing a verbal warning.

b. Letter of reprimand

Should contain the following information: a description of the specific problem or offense, the most recent incident and when it occurred, previous unsatisfactory behavior or performance related to the reprimand, and a statement that further unsatisfactory behavior or performance may result in further disciplinary action. The written reprimand is issued and discussed with the faculty member in private conference with the supervisor and must have been discussed with the faculty member previously. A copy of the

written reprimand will be given to the faculty member and a copy placed in the faculty member's official personnel file. The written reprimand will also specify a review period, if appropriate, in which the faculty member's behavior or performance will be reviewed. The length of the review period will be no longer than one year.

c. Discipline resulting in dismissal must follow Part II.M.

Unapproved absences may result in disciplinary action. Grievances of disciplinary actions are governed by Part II.H.

## **II. H. Grievances**

### **General Policy**

While the College endeavors to maintain pleasant working conditions which lead to cooperative, effective working relationships for all faculty members, it recognizes that misunderstandings and disagreements may arise regarding terms and conditions of employment. However, for questions and complaints not resolved through informal discussions, the College has established a formal Grievance Procedure. The Grievance Procedure is applied only to those matters for which the College has the ability to provide a remedy.

### **Definitions and Limitations**

- a. "Grievant" shall mean a faculty member who is personally and directly affected by a condition for which he or she seeks a resolution.
- b. A "grievance" shall be an allegation by a faculty member that the treatment he or she has received from a supervisor or other college employee is a violation, a misinterpretation, or an inequitable application of College policy, administrative rules, or procedures that directly and adversely affect the grievant. A single grievance may be submitted jointly by more than one grievant.
- c. "Resolution(s)" shall be the proposed written decision by the appropriate administrator(s) in response to the grievance.

d. "Parties in Interest" shall be the grievant and the supervisor or other College faculty member(s) whose conduct or actions are the subject of the grievance.

e. The following situations are not covered by this grievance procedure and are therefore not grievable under this policy:

e.1 The discretionary act(s) of professional judgment relating to the evaluation of the work performance of any faculty member by his or her immediate supervisor;

e.2 Any personnel decision made by the President, including, but not limited to, a discharge, transfer or any other action directly and adversely affecting the employment of the faculty member;

e.3 Situations in which the President or Administrator(s) are without authority to act;

e.4 Situations where the remedy for the alleged violation exclusively resides in some person, agency, or authority other than the President of the College;

e.5 Situations as to which a different procedure or remedy has been provided and;

e.6 Situations as to which the procedure within the College is prescribed by state or federal authority.

f. A grievance cannot be filed by a former faculty member any more than five (5) days after the effective date of termination or discharge of employment.

### **General Provisions**

a. A faculty member who has a grievance and is unable to resolve it informally must inform their supervisor of the desire to invoke the formal Grievance Procedure.

b. A grievance must be in writing and contain a statement of grievance, the circumstances upon which it is based, the College's policy allegedly violated, and remedy being sought.

- c. Grievances must be filed within five (5) working days following the act being grieved or discovery of circumstances which gave rise to the grievance.
- d. All steps of the grievance procedure are considered confidential and should not be open to the public.
- e. Faculty member filing the grievance and faculty members required as witnesses to give testimony in a grievance meeting shall be given time off with pay if such meetings are scheduled during work hours.
- f. Non-College persons, former faculty members, or faculty members on suspension, layoff, or other unpaid status shall not receive pay to attend grievance hearings.

#### **Steps in Grievance Procedure**

- a. A faculty member grievance is to be submitted in writing to the aggrieved faculty member's Department Chair/Dean with a copy to the Human Resources Director within five (5) working days following discovery of the condition which gave rise to the grievance.
- b. A meeting with the aggrieved faculty member and Director/Department Chair/Dean to resolve issue(s) in the grievance shall be held within five (5) working days of the receipt of the written grievance. A resolution shall be submitted to the faculty member by the Director/Department Chair/Dean with a copy to the Human Resources Director.
- c. If the faculty member is not satisfied that the grievance is resolved by the written resolution or if the grievance is not resolved within five (5) working days, the faculty member may request the grievance to be submitted to the Provost.
- d. The decision of Provost is final unless the grievant reports directly to the Provost. In that case, the grievance may be submitted to the President and their decision will be final.

## **II. I. Evaluation of Faculty Performance**

Evaluation of all faculty members will be consistent with NNMC's Mission, Vision, Strategic Goals, and Core Values. The following

guidelines have been developed to provide all faculty with a clear and common format for all elements of the Faculty Evaluation. The parties are expected to follow the provisions herein. The accumulated annual evaluations, class observations, and other supporting documentation will be used to develop the tenure packet. Faculty will be evaluated by their Chair or direct supervisor as dictated by the departmental organization structure.

#### Types of Evaluations

Annual Review of non-tenured Faculty: All faculty shall follow the below evaluation schedule.

a. A faculty member will have a Pre-evaluation meeting with the direct supervisor to set expectations and goals for the upcoming academic year. The agreed upon goals shall be recorded as Pre-evaluation in a Faculty Evaluation Form. During the first academic year, the faculty will arrange to have at least one class observation by the direct supervisor and at least one class observation by a peer from the same or similar academic discipline.

At the end of the first academic year at NNMC (around mid-April) the faculty will submit a Portfolio to their Chair/direct supervisor. The Chair/direct supervisor will schedule an Evaluation Conference defined below. At the end of the first-year evaluation, the faculty member will set the goals and expectations for the following academic year and will discuss these goals and expectations with the Chair/direct supervisor. The agreed upon goals shall be recorded as Pre-evaluation in a Faculty Evaluation Form.

b. Retention Review: During each subsequent cycle of contract renewal for non-tenured faculty members will be subjected to a retention review. The retention review will include an updated portfolio submission for the academic year, at least one class observation by the direct supervisor, and an evaluation conference with the direct supervisor toward the end of the academic year (around late April). At the end of the evaluation, the faculty member will set the goals and expectations for the following academic year and will discuss these goals and expectations with the direct supervisor. The

agreed upon goals shall be recorded as Pre-evaluation in a Faculty Evaluation Form.

**Annual Review of Tenured Faculty:** All tenured faculty members of will participate in an annual post-tenure review toward the end of the academic year (around late April). The evaluation will include at least one class observation by the direct supervisor and an evaluation conference based upon Article 21 of the CBA, Post-Tenure Review of the CBA. During the conference, the faculty member will set the goals and expectations for the following academic year and discuss them with the direct supervisor. The goals will be recorded as the Pre-evaluation in a Faculty Evaluation Form.

**Discretionary Review:** A Chair/direct supervisor may initiate a discretionary review of any faculty member in a respective department in response to performance or conduct issues related to the evaluation criteria. Discretionary reviews may be conducted at any time deemed appropriate by the Chair/direct supervisor. These reviews shall consist of an updated portfolio submission, a conference with the direct supervisor, and possibly a growth plan. The faculty shall be provided one working month to submit an updated portfolio.

#### Portfolio

The portfolio is a collection of representative materials compiled by the faculty member. The portfolio documents accomplishments, articulates goals for growth and development, initiates critical self-evaluation, and provides both structure and content for the evaluation conference with the Chair/direct supervisor. The portfolio consists of the following documents which will be held in an e-file and submitted to the Chair/direct supervisor:

- A written summary of activities and accomplishments relating to teaching effectiveness, scholarly activity, department and College service, community service, and advisement during the review period.
- Table of Contents including the four performance categories: 1. Teaching, 2. Scholarly Activity, 3. Service (Departmental, College, and Community service), and 4. Student Advisement.
- Supporting documentation to show that the goals and expectations listed are met.
- A current curriculum vitae (CV).

- Syllabi, corresponding assessment instruments used for all courses completed or in progress, and student course evaluations for courses completed and made available to the faculty member.
- Optional: Any additional materials that might contribute to the evaluation may be included at the faculty member's discretion.

Direct supervisors may require the submission of additional portfolio materials at their discretion. These may include, but are not limited to:

- A statement of teaching philosophy
- Examples of student work

**Class Observations:** Observations of classroom teaching by the direct supervisor (and peer faculty member(s) in case of 1<sup>st</sup> year review) should occur at least once a year. Written structured feedback will be shared with the faculty member for growth and improvement and will accompany the portfolio as evidence for faculty assessment.

a. **Face-to-Face Class Observation:** Class observations will be conducted by direct supervisors and peer evaluators. During the 1<sup>st</sup> year evaluation another faculty member within the same department (or, in cases of small departments where there are no peer members, then a faculty member from a similar discipline) will also conduct a class observation. Class observations will be held at a mutually agreed upon time. Faculty members are encouraged to provide multiple dates for consideration by their Chair/direct supervisors in which the instruction would be conducive to an evaluation.

b. **Online Class Observation:** The Chair/direct supervisor and any peer evaluator(s) will request to be added to the online course anytime during the semester. For synchronous online classes, evaluators will attend/observe a class taught by the faculty member under review and take notes on the class observation form. For asynchronous online classes, the evaluators will review the faculty's online course shell available to students following quality standards in place as a guideline.

#### Evaluation Conference

The evaluation conference is a time for the faculty member to discuss work, accomplishments, goals, and plans for the next year with the Chair/direct supervisor. Faculty and Chair/direct supervisor will discuss each item of the portfolio and any class observations. Together they will agree on a plan for achieving the professional goals described in the portfolio. At the end of the conference the Chair/direct supervisor will complete the evaluation report. The evaluation conference should be scheduled by the faculty and Chair/direct supervisor and the Evaluation Report completed by April 30.

#### Evaluation Report

The evaluation report represents the final assessment of the faculty member for the academic year. It is a form completed by the Chair/direct supervisor at the end of the evaluation conference. It includes a rating of the faculty member's performance (5-Outstanding, 4-Exceeds Expectations, 3-Meets Expectations, 2-Below Expectations, 1- Unsatisfactory), and an executive summary which describes the evaluation and justifies the rating. This evaluation report is submitted to the Human Resource Department. A copy of the evaluation report, the portfolio, and class observation notes will be returned to the faculty member so that the original document may be included in their dossier. A sample of the Faculty Evaluation and Class Observation forms that will be used as guidelines will be provided to faculty at the beginning of the academic year.

## **II. J. Post Tenure Review**

#### Purpose of Post-tenure Review

The intent and purpose of post-tenure review is to promote continued professional development, to provide the necessary means for enhancing future achievement, and to recognize excellent performance among tenured faculty. A post-tenure review policy is required for the institution to comply with policy as set forth by New Mexico state statute.

#### Policy

Post-tenure review is a cooperative effort in planning, goal setting, reporting, enhancing, and championing the role of faculty at the institution. It is undertaken with recognition and preservation of principles of academic freedom. It is conducted at the Academic College level for the purposes of 1)

recognizing faculty performance; 2) enhancing each individual's future

achievement; 3) communicating to the faculty member specific areas in need of improvement (if any) related to performance in scholarship, teaching, advising, and service.

Process:

Post-Tenure Review. Post-tenure review constitutes the evaluation of the faculty member's fulfillment of goals and progress toward both short and long-range goals in teaching, advising, scholarly activity, and service. These shall be formally reviewed according to departmental standards and procedures, and, when necessary, modified during subsequent post-tenure reviews. In addition, the review should identify resources available for faculty to continue to fulfill departmental standards. The supervisor's report of the results of the post-tenure review shall be forwarded to the faculty member, the Dean, and the Provost.

Performance Ratings

At the conclusion of each annual evaluation, the supervisor shall assess the faculty member's performance using the College's faculty evaluation form with the following ratings.

- Outstanding
- Exceeds Expectations
- Meets Expectations
- Below Expectations
- Unsatisfactory

In the event that the tenured faculty member is being reviewed by a non-tenured supervisor, the faculty member may request that a tenured supervisor be present at or participate in his or her review.

- Outstanding, Exceeds or Meets Expectations Ratings. Supervisors and Deans may determine appropriate means to recognize Exceeds or Meets Expectations performances, and to reward Outstanding performances.
- Below Expectations and Unsatisfactory Ratings in Any Area of the Faculty Annual Evaluation. A Below Expectations or Unsatisfactory rating at any point in the annual evaluation shall be used by the supervisor to indicate a deficiency or deficiencies in the faculty member's performance. The supervisor shall report any unsatisfactory rating to both the faculty member and the dean. This report should include:
  - a. The deficiency or deficiencies
  - b. The necessary actions for the faculty member to undertake
  - c. A list of available resources to assist in the remediation
  - d. A reasonable timeframe for completing the actions

According to Chapter 21, Article 1, Section 21- 7.1-Post Tenure Review Process of the New Mexico Code E: “In the event a faculty member receives an unfavorable evaluation in the area of the faculty member’s teaching, the post-tenure review process shall include: A two-year probation and reevaluation period; and loss of tenure if, during the subsequent probation and reevaluation period, the faculty member fails to demonstrate improvement in the area of teaching.”

To be in alignment with this statute, the following remediation and probation process will be followed for post-tenure review. If a faculty member receives an unsatisfactory rating in any of the categories of the annual faculty evaluation, a two-year probation and reevaluation period will be enforced. If the faculty member fails to demonstrate improvement, a loss of tenure may occur.

#### Report

The supervisor shall forward the initial report indicating unsatisfactory performance to the faculty member, the Dean, and the Provost. A subsequent report shall be sent to the same parties at the end of the designated timeframe confirming whether or not the deficiency has been corrected.

#### Responsibilities

Supervisors shall use all available departmental, college, and institutional resources to assist the tenured faculty member in remedying the deficiency or deficiencies. Supervisors should be flexible in assessing progress if the tenured faculty member demonstrates good faith efforts. The faculty member is responsible for remedying the deficiency or deficiencies. Failure to remediate within the two-year probationary period will result in institutional action. This action may include loss of tenure and termination from the institution.

#### Appeals

The tenured faculty member and the supervisor shall informally attempt to resolve any disagreements regarding performance ratings. If a mutual resolution is not reached with the supervisor, the faculty member may appeal within 10 working days, in writing, to the Dean, or alternatively to the Provost when the Dean is the immediate supervisor.

## **II. K. Constructive feedback of Chairs/Directors by Faculty Members**

Faculty members will have the opportunity to provide anonymous constructive feedback to Chairperson and Directors once per year.

## **II. L. Constructive feedback of Academic Deans/Provost by Faculty**

Faculty members will have the opportunity to provide anonymous constructive feedback to Deans and Provost once per year.

## **II. M. Policies and Procedures for Termination of Employment**

### **1. Reappointment Review**

All tenure-track and non-tenure-track faculty members out of the Bargaining Unit are considered probationary appointments until granted tenure. Such appointments are subject to renewal on an annual basis at the sole discretion of the College. The decision regarding renewal must be made by May 15<sup>th</sup>.

The reappointment recommendation made by the supervisor will be first evaluated by the Dean and the Dean will make a recommendation to the Provost. The decision of the Provost is final and will be communicated to the faculty member in writing no later than May 15th. The only grounds for appeal available to the faculty member are for an alleged violation of this Handbook. Such appeals are sent through the procedures outlined in the grievance process.

### **2. Termination: Dismissal for cause**

Dismissal for cause is a permanent involuntary separation of employment from the College for disciplinary reasons. A faculty member may be discharged without prior progressive discipline when warranted by the seriousness of the offense.

#### **Process**

##### **a. Required approvals by the Department of Human Resources**

Supervisors contemplating the dismissal of a faculty member, must consult with the Department of Human Resources before taking such actions. Dismissal requires the approval of the Dean, Chair or Director, appropriate Vice-President and the Director of Human Resources.

##### **b. Pay Status**

Faculty members will normally remain at work pending the issuance of a Notice of Final Action. However, a Vice-President/Dean/Chair/Director may, with the approval of Human Resources, place a faculty member on administrative leave with pay pending completion of the investigative or disciplinary process.

c. Notice Requirements

Notices shall be in writing and will normally be served in person by the immediate supervisor, if possible. At the time of service, the faculty member shall be asked to sign an acknowledgement of receipt. If the faculty member declines, the supervisor shall so note on the letter itself for record purposes. If the notice cannot be presented personally, the letter may be sent certified mail with a return receipt requested. The notice must be properly stamped and addressed to the last address provided by the faculty member. Service of the notice is complete when the notice is deposited with the United States Postal Service.

d. Notice of Contemplated Action (NCA)

To initiate a discharge of a non-probationary regular or term faculty member, the Dean/Chair Director will contact the Director of Human Resources and the appropriate Vice-President. Human Resources will assist in the drafting of the NCA, gathering required documentation and will coordinate a time to meet with the supervisor and faculty member to present the NCA. The NCA must include the following:

- Specify the contemplated action
- Specify the basis for a determination that just cause exists to discharge the faculty member
- Indicate which policies the faculty member has violated.
- Specify that the faculty member has the right to respond to the notice of contemplated action within ten (10) work days of receipt of the NCA if submitting a written response.
- Specify that the faculty member must request to present an oral response within five (5) work days.

e. Response to a Notice of Contemplated Action

The faculty member may respond orally or in writing to the notice of contemplated action within ten (10) working days of receipt of the NCA. The written response will be submitted to the Director of Human Resources. If the faculty member wishes to present an oral response, he/she must submit a written request for the meeting within five (5) working days from receipt of the notice of contemplated action. Any extension of time must be in writing and agreed upon by both the faculty and the Department of Human Resources. Oral response meetings will include a member of the Human Resources Department, and at the faculty member's request.

- When the NCA is served by mail, the faculty member shall have three (3) additional calendar days in which to submit a written response or submit a request to present an oral response.
- The purpose of the written or oral response is not to provide an evidentiary hearing but is an opportunity for the faculty member to respond to the charges against him or her.

f. Final Notice of Disciplinary Action

If a faculty member submits a written response or presents an oral response, the Dean/Chair/Director will take the response into consideration. The Dean/Chair/Director, after consultation with the Human Resources Department, will decide on the final action to be taken, whether or not the faculty member has responded to the NCA. The final disciplinary action, signed by the Dean/Director shall be issued no later than ten (10) working days from the date of receipt of the written response, the oral response or within ten (10) working days following the expiration of the response period. The Notice of Final action should include the following:

- Statement of the final discipline to be taken, which may be upholding the contemplated action, a lesser form of discipline than contemplated, or no disciplinary action.
- Notice should contain the basis for a determination of just cause for the suspension, demotion or dismissal.
- Statement indicating if the faculty member responded to the Notice of Contemplated Action.
- Specify when the disciplinary action will be effective.
- If the faculty member had previously submitted a timely written response or a timely oral response, inform faculty member that the disciplinary action may be appealed in writing to the Human Resource Department within five (5) working days from receipt of the Final Notice.

Appeal Process

- a. This Appeal Process applies only if faculty member submitted a timely written or oral response in accordance with Section Process Part (e) above.

b. The faculty member must submit a written appeal to the Human Resources Department within five (5) working days of receipt of the Notice of Final Action. If the faculty member does not appeal the disciplinary action within the five (5) working days, no appeal is available.

c. The Department of Human Resources, within five (5) working days after receiving the written appeal, will forward the written appeal, along with all pertinent information, to the President.

d. The President at his or her discretion, may limit his or her review to the records submitted, or the president may elect to receive new materials or evidence to be considered. The president may consult, as appropriate, with additional parties before reaching a decision. The president will render that decision within thirty (30) working days of the appeal.

e. While an appeal is pending the faculty member shall maintain the same leave status as maintained upon faculty member's receipt of the Notice of Contemplated Action, or if not already on leave with pay status, may be placed on leave with pay.

### **3. Reduction in Force for Tenured Faculty**

The College shall determine whether or not to continue, discontinue, or re-institute programs. The Provost may identify programs for review. Program Review should include information on costs, enrollment, student-faculty ratios, societal need, program quality and other criteria appropriate to the particular situation. The College shall have the right to reduce its employment and, if necessary, discharge or terminate faculty members as a result of a reduction in force (RIF). The Faculty Senate will be notified of this recommendation as well. Every faculty member shall be associated with one academic program at NNMC and this will be documented with Human Resources. The College will consider ways of avoiding the need for a RIF through the use of both voluntary and involuntary departmental transfers.

The determination as to which faculty member is to be laid off shall be based on factors including, but not limited to, the following: education (advanced education and training related to the field); relevant employment experience; full certification or licensure; evaluations; additional certification, outside activities related to the field or program being affected; and, program needs or requirements.

The College will attempt to place the affected faculty member in a vacant full time position for which they qualify. If an affected faculty member does not

accept an offered position, they shall have no recall rights under this section. A faculty member who refuses an offered position shall have no further rights to employment. Failure to respond within the time frame shall be considered a refusal of employment. Upon lay-off, a faculty member may continue to participate in health insurance benefits by contributing the full premium in accordance with the provisions of COBRA. Upon request, a laid-off faculty member may be placed on the College's approved substitute and adjunct faculty lists.

### Part III. Personnel Section for Full-Time Faculty

#### III. A. Compensation

The salaries in the table below are based on terminal degree holders and 9-month contracts. The matrix also reflects the different fields, ranks, and years of service in the specific rank. Any credentials below the terminal degree shall not be compensated at the terminal degree level. The salary matrix for faculty below the terminal degree shall be calculated by multiplying the corresponding cell in the matrix by a 0.85 factor.

Academic Field	Tenure-Track		Tenured			Full Professor
	0 to 5 years	> 5 years	0 to 5 years	> 5 years	> 10 years	
Biology	\$61,922	\$65,217	\$70,984	\$75,041	\$79,315	
Business Administration	\$79,059	\$85,177	\$94,489	\$99,891	\$105,580	
Chemistry	\$62,693	\$65,890	\$73,059	\$76,786	\$80,702	
Criminal Justice	\$61,044	\$64,095	\$71,420	\$74,991	\$78,740	
Education	\$66,048	\$69,418	\$76,970	\$80,896	\$85,022	
Electrical Engineering	\$95,712	\$97,675	\$103,398	\$109,308	\$115,534	
Environmental Science	\$65,387	\$69,498	\$76,231	\$80,589	\$85,179	
FDMA	\$64,692	\$66,361	\$70,575	\$74,610	\$78,859	
Information Technology	\$77,397	\$82,568	\$91,881	\$97,134	\$102,666	
Language & Letters	\$58,644	\$64,038	\$71,816	\$75,922	\$80,245	
Mathematics	\$65,105	\$68,158	\$73,799	\$78,018	\$82,460	
Mechanical Engineering	\$79,466	\$86,511	\$96,783	\$102,316	\$108,142	
Nuclear/Radiation	\$84,404	\$88,710	\$98,238	\$103,250	\$108,517	
Nursing	\$81,248	\$85,292	\$88,314	\$92,818	\$97,553	
Office Administration	\$57,094	\$60,857	\$75,578	\$79,433	\$83,483	

Physics	\$62,831	\$67,732	\$75,171	\$79,468	\$83,994	
Psychology	\$63,314	\$66,761	\$72,732	\$76,890	\$81,270	
Sociology	\$66,767	\$68,473	\$72,806	\$76,968	\$81,352	

For Fiscal Year 2026, bargaining unit employees will receive a 4% increase to the base rate of pay and the matrix above reflects this change.

There is presently no additional remuneration when moving from Associate Professor to Full Professor. A salary study will be completed by the Office of the Provost by February 01, 2026, specific to setting the development of a salary scale for Full Professor rank. The study will consider peer institutions of similar size, disciplines, Carnegie classification, enrollment and budget, and shall consider the market cost of living. Data gathered in this study will be shared with NFEET and presented to the Faculty Senate for consideration. Any future salary increase associated with a promotion to the rank of Full Professor shall be contingent on sufficient appropriations or other revenues to actually fund Full Professor positions. Full Professor compensation will also be considered in conjunction with the College's other financial priorities such as staff and adjunct faculty compensation. Adjustments to Full Professor compensation will be reflected in revisions to the Full Professor column of the Salary Matrix.

Nursing faculty will be provided an additional stipend pending continued funding from the State of New Mexico Nursing RPSP as follows:

- a) If a full-time nursing faculty member employed as of the first week of the academic year, remains employed until the end of the fall semester they will be provided a \$3500 stipend on the second paycheck in January.
- b) If a full-time nursing faculty member employed as of the first week of the academic year, remains employed until the end of the spring semester, they will be provided with a \$3500 stipend on the first paycheck in June.

Barbering and Cosmetology instructors will be paid \$38K for six years or less of service and \$40K for more than six years of service.

Compensation for faculty teaching overload and summer sessions will be based on the following matrix showing rates per credit hour. Any credentials between the master's degree and the doctorate degree will not be compensated at the doctorate level. A Special Program is defined as a discipline where the market value according to the salary study demands higher compensation. This includes courses in the following programs: Electrical Engineering, Information Technology, Mechanical Engineering, Business Administration, Nursing, and Nuclear Radiation.

	Bachelor	Master	PhD
Theory	\$813	\$871	\$929
Non-special (Studio/Lab)	\$1182	\$1269	\$1353
Special (Studio/Lab)	\$2184	\$2340	\$2498

Chairs will receive an annual stipend of at least \$5000 and Directors will receive an annual stipend of at least \$2100 under the assumption that they are working on a 9-month contract.

For online overload courses (OL, BOL only) with greater than twenty (20) students, the compensation will be increased by multiplying the base pay by a weighting factor (WF). The weighting factor is calculated by taking the enrolled number of students divided by twenty (20). For example, an overload course with 22 students would use a weighting factor of  $22/20 = 1.1$ .

The number of enrolled students that will be used for the calculation is the one on the second Monday of classes. For eight-week courses or summer terms, the number of enrolled students that will be used for the calculation is the one on the first Thursday of classes. Faculty shall only teach these modalities if they have completed the online credentialing process approved by the Office of Distance Education.

Overload online courses will be eligible for an additional stipend:

- a. For fully online asynchronous courses, faculty shall only teach these modalities if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. The stipend rate shall be paid at \$150 per credit hour.
- b. For blended courses (BOL and BTR), faculty shall only teach this modality if they have completed the learning management system training or online teaching experience is demonstrated and approved by the Chair/Dean and the Provost. The stipend rate shall be paid at \$75 per credit hour.

Courses taught outside of a Faculty's home department will be paid at the adjunct rate.

Stipends that are associated with Federal/State Grants and Federal/State Contracts or other sponsored programs will be approved by the Provost, case by case, according to the regulations of the Code of Federal Regulations or State Regulations.

Faculty who secure grants and serve as the PI for a grant that awards indirect costs will be provided a retention bonus of 5% of the indirect cost of the grant amount for the duration of the grant unless prohibited by the granting agency or other federal and state regulations. This bonus will accumulate as indirect costs are billed through the academic year, and it will be paid at the end of the academic year. If multiple Faculty secure and serve as PIs on the same grant, those Faculty will be eligible to share a retention bonus of 7%, presumed to be shared equally unless otherwise agreed upon by those faculty members.

In the event that a Faculty member serves as PI on a grant that they did not secure, the Chair of their department, with the Provost's approval, may award the retention bonus to that Faculty member for their service as PI on the grant.

### III. B. Fringe Benefits

Part-time faculty and Research Faculty must consult with the Human Resources Department to verify benefits eligibility.

#### Shared Cost Benefits:

The College will provide faculty members coverage under the group plan from the New Mexico Public Schools Insurance Authority (NMPSIA). The College reserves the right to select benefits vendors through an appropriate procurement process, applying appropriate fiscal and quality of service analysis.

Eligible faculty members and eligible family members are defined by NMPSIA and may participate in the following plans offered by NMPSIA. Each fiscal year, NMPSIA may offer an open/switch enrollment period. Payment for these benefits shall be based on rates established by NMPSIA for participating members. The Employer shall contribute the amount required for such payments. Eligibility, effective dates, and change of status rules are defined by NMPSIA. The following benefits are subject to change by NMPSIA.

#### a. Group Insurance (Medical, Prescription Drugs and Vision)

The costs are shared between College and eligible faculty members distributed as follows:

Annual Salary	NNMC Share	Employee Share
\$1.00 - \$49,999.99	80% of premium	20% of premium
\$50,000.00 - \$59,999.99	70% of premium	30% of premium
\$60,000 and over	60% of premium	40% of premium

#### b. Educational Retirement/Alternative Retirement

The Educational Retirement Board (ERB) is the statutory entity responsible for administering the New Mexico Educational Retirement Act (ERA). NM Educational retirement is a shared rate set by New Mexico Statute. The rate for FY2018, based on gross pay, is 10.7% (faculty member) and 13.90% (NNMC). An Alternative Retirement Plan (ARP) is available to new faculty who meet eligibility requirements.

Membership is a condition of employment, commencing with the first day of employment.

c. New Mexico Retiree Health Care

NM Retiree Health Care is a shared rate set by NM Statute. The rate for FY2018, based on gross pay, is 1% (faculty member) and 2% (NNMC).

Other benefits paid by NNMC

a. Basic Term Life Insurance (faculty member coverage) \$50,000

b. Employee Assistance Program

c. State Unemployment Insurance

d. Worker's Compensation

e. Educational opportunities

Employee Tuition Waivers up to 9 credit hours per semester (Fall/Spring semesters) and up to 4 credit hours per summer term (NNMC/fees are paid by the faculty member).

f. Dependent Tuition

Waivers up to 18 credit hours per semester (tuition paid by NNMC/fees paid by faculty members' dependent). This program applies to NNMC offered courses only. Eligible dependents including a legal spouse, domestic partner (affidavit of Domestic Partnership must be filed with Human Resources), and any naturally, legally adopted, or stepchildren who, as of the original application deadline, are unmarried and have not reached the age of twenty-five (25). When a faculty member is no longer married or a domestic partnership is terminated, the ex-spouse or domestic partner is not eligible for tuition benefits under this program, effective with the academic semester following the date of the divorce or termination of the domestic partnership.

The amount of the tuition benefit will be reduced by the amount of tuition waived by any other tuition waiver or tuition scholarship. The amount of an individual's dependent education tuition benefit, plus the amount of any need-based financial aid grants, will not exceed the cost of attendance, as defined by the Financial Aid Office.

Under IRS regulation, the value of tuition benefits may be considered taxable income to the faculty member. The value of benefit, if applicable, will be included as compensation on the faculty member's W-2 form filed with the IRS and subject to withholding.

Faculty members may be granted up to four hours of time off with pay per week to attend one (1) course each semester at the discretion of the faculty member's supervisor. The faculty member participating shall forfeit breaks on class days. Supervisors are encouraged to grant permission for such time off, if possible based on workload or other

legitimate business reasons. If time off is not feasible, supervisors are encouraged to arrange for an Alternative Work Schedule in order for a faculty member to attend a class during the day, if possible based on workload or other legitimate business reasons. Faculty members working less than 40 hours per week are not eligible for time off. Course fees assessed for participation in instructional academic credit courses are not covered. The mandatory student fee portion of tuition and fees is not covered for eligible dependents. Non-resident tuition in excess of New Mexico resident tuition is not covered. Tuition or fees for Continuing Education courses are not covered.

#### Faculty Member Paid Benefits

Flexible Spending Accounts – allow the faculty member to pay for eligible medical and/or dependent care expenses on a pre-tax basis.

a. Life Insurance – Additional Employee Term Life (Supplemental) Life, and Dependent Life (spouse, domestic partner, and children) coverage are provided. Contact the Human Resources Department for details.

b. Supplemental Retirement Plans

Faculty members shall be eligible to participate in a supplemental retirement plan (403(b) and 457(b) accounts). Contribution limits are established each calendar year by the Internal Revenue Service.

c. Other Supplemental Plans

Voluntary Supplemental Accident, Cancer, and other similar plans are offered by various carriers. For a complete list of other supplemental insurances and carriers, please contact the Human Resources Department.

### III. C. Leaves for Full-Time Faculty

Part-time faculty and Research Faculty must consult with the Human Resources Department to verify benefits eligibility.

#### 1. General Leaves

Paid Leave. Faculty members will be entitled to the following paid leave:

a. Sick Leave/Personal Leave

1. Faculty members shall be credited with sixteen (16) days of sick leave (computed at 7 hours per day) at the beginning of the academic year, of which three (3) days shall be considered personal leave days. Faculty commencing employment after the beginning of the academic year will be granted pro-rated sick leave.

2. Sick leave may be taken for either personal illness or illness of dependents.

3. Sick leave shall be accumulated up to a maximum of 200 days (1400 hours).

4. Faculty members shall be responsible for immediately reporting an absence to the appropriate Chair, and if unavailable, the appropriate Dean.

5. A faculty member shall be responsible for promptly completing and signing the faculty leave request and returning the request form to the appropriate Chair and if unavailable then to the appropriate Dean. A faculty member will be required to provide a physician's statement for absences of three consecutive days charged to sick leave. If a faculty member demonstrates a pattern of abuse of sick leave, the supervisor in consultation with the Human Resources Office, may require a physician's statement of absence from the faculty member for each absence.

"Family" in this article is defined as spouse, domestic partner, parent, stepparent, child, stepchild, brother, sister, father- or mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the faculty member.

Sick leave may be used only for the following:

- Hours not worked when a faculty member, who has been on sick leave, returns to work on a part-time basis while recovering from the illness or injury
- Transporting an immediate family member for medical services
- Caring for an immediate family member, defined as spouse, parent, child, brother, sister or any other person residing in the same household of a faculty member who becomes ill or injured and requires personal assistance from the faculty member.
- Doctor's appointments and other pre-scheduled health-related absences. A faculty member requesting sick leave for a pre-scheduled appointment must request the leave at least twenty-four (24) hours in advance unless an emergency situation exists.
- Any portion of the first year following the birth or adoption of a child.

Each faculty member shall be credited with three (3) paid personal leave days at the beginning of each academic year. Personal leave is subtracted from the faculty member's sick leave. Personal leave cannot be accumulated but remains in the sick leave balance if not utilized by the end of the fiscal year. The use of personal leave must be pre-approved by the supervisor. If classes must be cancelled for the use of personal leave, the faculty member will make alternative arrangements for the students. A faculty member shall not be required to state the reason for the personal leave.

b. Family and Medical Leave Act (FMLA)

The FMLA's purpose is to ensure that workers can meet their family obligations without fear of losing their jobs or being otherwise adversely affected by taking time off. FMLA affords workers the right to take up to 12 weeks off from work to care for themselves or family members during a covered medical event or for certain other family reasons. The faculty member can opt to use their sick leave to continue to receive pay during the

leave. The faculty member must contact the Human Resources Department for eligibility requirements.

c. Bereavement Leave

Upon notification to the Chair, a faculty member may be granted up to three (3) days of leave with pay for a death in the faculty member's family. For purposes of bereavement leave, "family" is defined as spouse, domestic partner, parent, stepparent, child, stepchild, brother, sister, father- or-mother-in-law, brother- or sister-in-law, aunt, uncle, niece, nephew, grandparents, or any other person residing in the same household of the faculty member. Upon approval of the Chair/Dean additional circumstances may be considered for bereavement leave, and additional days of leave may be granted and charged to sick leave.

d. Military Leave

Emergency military leave, temporary military leave, and indefinite military leave shall be granted to faculty members in accordance with state and federal law.

e. Voting Leave.

Faculty members who are New Mexico registered voters, are granted, at their request, time off that does not require the cancellation of classes (2 hours maximum) from College duties to vote in government elections.

f. Jury Duty and Required Court Attendance

A faculty member summoned for jury duty or for duty as a witness (other than as plaintiff or defendant) is granted time off with pay. A copy of the summons must be sent to the Human Resources Department. A faculty member is required to return to his or her work location while temporarily excused from attendance in court, unless it is not practical because of the short time between court sessions or between the time court is recessed and the end of the scheduled work day.

g. Domestic Abuse Leave

The College provides domestic abuse leave to any faculty member who is a victim of domestic abuse in accordance with the New Mexico Promoting Financial independence for Victims of Domestic Abuse Act, NMSA 1978, § 50-4A-1 thru 4A-8. Domestic abuse leave means intermittent paid or unpaid leave time for up to fourteen (14) days in any calendar year, taken for up to eight hours in one day. Leave time may be used to obtain an order of protection or other judicial relief from domestic abuse or to meet with law enforcement officials, to consult with attorneys or district attorney's victim advocates or to attend court proceedings related to the domestic abuse of the

faculty member, a minor child of the faculty member, or a person for whom the faculty member is a legal guardian. When domestic abuse leave is taken in an emergency, the faculty member or the faculty member's designee must give notice to the faculty member's supervisor or the College's Human Resources Department within twenty-four hours of commencing the domestic abuse leave. A faculty member may use paid leave time or unpaid leave time, consistent with College policies.

h. Governmental Entity

A full-time faculty member who has been duly appointed or elected as a member of a legally constituted State or Federal Board or County, Municipal or Public Utility Commission, shall be entitled to leave with pay when requested to be absent from his employment in order to attend meetings or transact business of said Board or Commission. Such leave does not apply to publicly balloted and elected offices (e.g., City Council, County Commission,

School District Board of Education, etc.). Any payment provided to the faculty member, other than food and travel expenses, shall either be refused or turned in to the College as reimbursement for the leave with pay.

A faculty member shall not participate in a Board or Commission if such participation will create a conflict of interest for the faculty member or the College or otherwise violates applicable conflict of interest laws. Absence from duty must be approved by the College President or their designee and it must not hamper the performance of their duties with the College. Such leave shall normally not exceed (2) days per month unless previously approved by the Board.

#### Paid Parental Leave

All bargaining unit members who have been employed at the College at least one semester are eligible for parental leave up to one (1) semester. Parental leave shall run concurrently with leave under the FMLA. If both parents are bargaining unit members, each is eligible for parental leave. If both bargaining unit members are in the same department, the bargaining unit members and the department Chair will discuss how best to meet the needs of the department and the family including whether each bargaining unit member shall take the leave concurrently or consecutively, with the bargaining unit members taking the leave consecutively being the preference. If only one bargaining unit member takes parental leave, that bargaining unit member will receive full pay during the leave. If both bargaining unit members wish to take parental leave concurrently, they will each be paid at half of their salary. The bargaining unit member should discuss the need for parental leave with the department Chair well in advance of the leave and reasonably in advance for any alternative teaching and other academic arrangements to be made. The bargaining unit member and the department Chair will work together to develop a plan for parental leave that meets the needs of the bargaining unit member and the needs of the College. They shall work to minimize the impact of leave on students and any other beneficiaries of the academic program.

#### Leaves Without Pay

Faculty members may be entitled to the following unpaid leaves:

1. Academic Leave- An extended leave of absence without pay may be granted a faculty member for a period not to exceed one (1) year for the purpose of teaching at another educational institution. Upon request, this leave may be extended for a period of not to exceed one (1) additional year.
2. Extended Personal Leave/Leave Without Pay- A faculty member may be

granted an extended leave without pay for extended periods for illness or injury, personal reasons, school attendance, sickness in a family, or other purposes of a personal nature at the discretion of the Provost. A faculty member shall submit a written request for the leave without pay at least two (2) weeks in advance, if possible. Otherwise notice must be given as soon as reasonably practicable. Approval may be granted for a limited duration and based on operational needs. While a leave without pay is not recommended, or granted without expectation of reinstatement, reinstatement is not guaranteed. While on an approved leave without pay, the faculty member shall be responsible for the faculty member and employer cost of medical benefits. A leave without pay shall not exceed one (1) academic year. Time spent on leave without pay in excess of one semester shall not count toward eligibility for tenure or promotion.

## 2. Sick leave bank

The sick leave bank is available to tenured, tenure-track faculty, and instructors.

### Purpose

To provide a process whereby participating full-time faculty members of Northern New Mexico College may request additional sick leave due to a catastrophic situation involving their own medical condition, as defined in this Section.

### Eligibility

Only faculty who donate to the Sick Leave Bank are eligible to become members of the Sick Leave Bank, and only members may request leave from the Sick Leave Bank. Full-time faculty: must have a minimum of eighty (80) hours of accumulated sick leave and have been employed for one academic year.

### Administrative Procedure

Northern New Mexico College has a standing committee to review applications for the use of sick leave from the Sick Leave Bank and to make a determination to either approve or disapprove a request. This standing committee is comprised of the Human Resources Office, the Provost, the College Dean where the faculty member who is requesting leave is employed, and a member of the Personnel Committee (if available). If the request for additional sick leave is approved, the Sick Leave Bank Committee shall notify the faculty member of the decision in writing. If the request for additional sick leave is disapproved, the Committee shall notify the faculty member in writing of the reason(s) for the disapproval. The decision of the Committee is final.

### Procedure

- a. Participation in the Sick Leave Bank is strictly voluntary.
- b. By default, all eligible full-time faculty members will donate hours to contribute to the Sick Leave Bank. If a faculty member does not want to participate and/or donate to the Sick Bank, they must sign a waiver at the same time that their annual contract is signed. A faculty member who decides not to join the Sick Leave Bank must wait until the next academic year cycle to join the Bank if they decide to participate.
- c. In order to become members of the Sick Leave Bank, during the first year of membership faculty members must donate four days (twenty-eight (28) hours) of their accumulated sick leave, based on a seven-hour day. In

subsequent years, faculty will donate fourteen (14) hours based on a seven-hour day.

d. The Sick Leave Bank Committee may request additional voluntary donations if the Sick Leave Bank is low or out of contributions.

e. Donated sick leave will not be returned to the faculty member. If not utilized, the donated sick leave shall be retained in the Sick Leave Bank.

Application for Sick Leave Bank from the Sick Leave Bank

a. Application for sick leave from the Sick Leave Bank shall not be approved until the Faculty member has exhausted all their accumulated sick leave.

b. Faculty members who apply for sick leave from the Sick Leave Bank must complete the Request for Use of Faculty Sick Leave Bank Form. It must accompany the Medical Certification Form properly completed by the healthcare provider. The maximum sick leave that an faculty member may request from the Sick Leave Bank at any one time is forty (40) days (280 hours) based on a seven-hour day.

c. Appropriate documentation and required forms will be forwarded to the Sick Leave Bank Committee for consideration.

d. If approved, the Dean shall notify the faculty member in writing and indicate the total amount of sick leave hours which were approved.

e. The Dean shall then notify the Payroll Manager in order that the faculty member's payroll records can be adjusted with the additional sick leave.

f. If the application is not approved, the Dean will notify the faculty member in writing specifying the reason(s) for the non-approval. The decision of the committee is final.

g. The Sick Leave Bank will operate on a first-come, first-serve basis. If the Bank exhausts the donated hours, future request on the academic year will be denied if there are no further donations.

#### Definition of Catastrophic Situation

A severe illness or injury requiring prolonged hospitalization or recovery and incapacitating the person from working, creating a financial hardship. Such injury or illness often makes exceptional demands on patients, caregivers, families, and healthcare resources. In general, an illness or injury that results in a medical condition that a health care provider has certified is likely to result in a loss of 30 or more workdays.

### 3. Sabbatical Leave

Sabbatical leave is a privilege which may be granted to encourage professional growth and increase competence among faculty members by promoting significant research, creative work, or some other educational program or training that is judged to be of significant value to NNMC. Sabbatical leave may be granted to tenured faculty members after six years of full-time continuous employment. The recipient is obliged to return to the College for one academic year of service.

#### 1. Request for Sabbatical Leave

Written application for sabbatical leave shall be made by the faculty member to the appropriate Dean or Chair and the Personnel Committee Chair by October 1<sup>st</sup> of the academic year prior to the academic year when the Sabbatical will take place (this includes sabbaticals occurring in the Fall or Spring terms). The Dean or Chair will forward his or her recommendation to the Faculty Senate Personnel Committee no later than the October 31<sup>st</sup> following the date of application.

The faculty member shall present, as part of the application, evidence to support the program of activities which is planned for the sabbatical period. The program of activities should give reasonable promise of accomplishing the major purpose of the leave as stated above. Sabbatical leave may be granted for further education.

#### 2. Processing of Application

The Faculty Personnel Committee shall forward its recommendation to the Provost along with the Department Chairperson's or Dean's statement by December 1<sup>st</sup> as to how the teaching obligations for the department will be met in the event the proposal is approved. The Provost shall then evaluate the proposal both on its merits and on its effect on the operation of the College and shall send all recommendations and their own recommendation to the President no later than December 15<sup>th</sup> of the academic year prior to the academic year when the sabbatical will occur.

The President, upon review of documents submitted, shall approve or deny no later than February 28<sup>th</sup> of the academic year prior to the academic year when the sabbatical will occur.

The faculty member shall be notified of the approval or disapproval no later than March 10<sup>th</sup> of the academic year prior to the academic year when the sabbatical will occur.

### 3. Conditions

Sabbatical leave shall be approved by the President only with the clear understanding that the faculty member will, at the completion of the sabbatical, return to NNMC for not less than one full academic year following the expiration of such leave. If the faculty member does not return following a sabbatical, total restitution (salary, fringe benefits, and all other college incurred expenses) shall be required.

### 4. Compensation

A full-time faculty member who complies with all provisions of the policy and is granted sabbatical leave for two semesters consecutively shall receive one-half of their regular salary. The salary for one semester of sabbatical leave shall be at the full regular salary.

### 5. Benefits

A full-time faculty member who is granted sabbatical leave shall not accrue sick leave, personal leave, or other leave available to full-time faculty while he/she is on such leave. Sabbatical leave is counted toward retirement and longevity pay increases. While a faculty member is on sabbatical leave, NNMC shall continue to pay its share towards retirement, all group insurances, and social security benefits.

### 6. Guidelines for Awarding Sabbatical Leaves

To avoid adverse effects on the educational objectives of the individual departments and NNMC, sabbatical leave shall be governed by:

- The relative merits for desiring leave
- The direct benefit to the department and to NNMC
- The reasonable distribution of potential recipients
- The number of sabbatical requests that will be approved shall be determined by the Provost based on budget availability. The Provost will announce budget availability no later than August 31 of the academic year when the request will occur.
- The number of previous leaves granted to the applicant
- Availability of funds to support sabbatical leave

### 7. Sabbatical Contract

Any faculty member taking a sabbatical leave shall be issued a contract stating the compensation to be received by him/her while on sabbatical leave. In addition, this contract shall specify the faculty member's obligations to the College in regard to the sabbatical.

#### 8. Report on Activities

Within thirty (30) days upon returning from sabbatical leave, the faculty member shall submit to the appropriate Dean or Chairperson, a comprehensive report on the results of the period of leave, an appraisal of the professional value of the experience gained while on leave, and the manner in which the experience or knowledge gained may be used for the benefit of students and NNMC.

#### 9. Status

A faculty member on sabbatical leave shall be returned to the assignment held at the time the sabbatical leave was granted. Recruitment and hiring procedures will be in accord with the NNMC Hiring Policy.

#### 10. Accident or Illness

If a sabbatical program is interrupted because of serious illness or accident, the faculty member shall be allowed to take sick leave based in accordance with the Sick Leave section. The faculty member on sabbatical leave shall notify the Provost as soon as practical if the need for sick leave arises.

### **III. D. Personnel Files**

The College shall maintain one (and only one) official personnel file for each member of the faculty. The file will be located in the Office of Human Resources.

A faculty member will be permitted to review the material contained in his or her file. At the time the file is reviewed, the faculty member shall sign and date a form maintained in the personnel file.

The College will provide a faculty member with a copy of any document placed in his or her file, unless an original or copy was sent directly to the faculty member. The faculty member may submit a written response to any document placed in the faculty member's personnel file. This response shall also be placed in the faculty member's file.

The Human Resources Director or his or her designee must be present during any review of personnel files.

A faculty member may request a copy of his or her personnel file at any time. The copy will be made available to the faculty member within three (3) working days at the current cost per copy.

Faculty members may also place in their file materials relevant to their academic qualifications, teaching, research, scholarship, and service.

If a faculty member considers material more recent than 10 years old in his or her file to be obsolete, because of its age or a significant change in circumstances, he or she may request to the Provost in writing that the material be removed. The Provost shall consider whether the material is still relevant. Material more than ten (10) years old shall be presumed to be obsolete unless the Provost explains to the faculty member why it is still relevant. However, "core documents" such as contracts, legal settlements, and notices of disciplinary action, shall remain in a faculty member's personnel file irrespective of age.

## **Part IV. Faculty Association Constitution and By-Laws**

### **IV. A. Faculty Constitution**

#### **Preamble**

The Faculty shares a responsibility for the governance of the institution with the President of Northern New Mexico College and the administration staff. This responsibility is broadly defined as consultative-advisory in nature. The Faculty recognizes that the students are the center of the school and thus seeks to promote comprehensive education and the continued improvement of the College. This document is a statement of the organization, purpose, and responsibilities of the Faculty.

#### **Article I: Name**

Section 1. The name of this organization shall be the Faculty Association.

#### **Article II: Purpose**

- Section 1. The purpose of this organization shall be:
- A. To serve as an advisory and consultative body in the governance process in matters affecting instructional programs and the Faculty, including the creation of new colleges, schools, departments, and divisions.
  - B. To make recommendations to the administration, the Board of Regents, and the Union on matters affecting instructional programs and the Faculty, including major curricular changes.
  - C. To participate in the formulation of policies on instructional and professional matters, including work assignments and workload of Faculty, and policies of appointment, dismissal, and promotion in academic rank.
  - D. To promote communication and mutual understanding among Faculty and other groups relating to the welfare and growth of the College.
  - E. To promote communication and mutual understanding among Faculty and other groups relating to the welfare and growth of the College.

#### **Article III: Amendment of the Faculty Constitution**

Section 1. Any proposed amendment to the constitution must be presented in writing

at two consecutive meetings of the Faculty Senate.

Section 2. A vote on the proposed amendment will be taken at the second meeting of the Faculty Senate.

Section 3. An amendment to the constitution shall be adopted upon a favorable vote by two-thirds of the members present.

## **By-law I: Membership**

The membership of the Faculty Association shall consist of all full- and part-time Faculty, including adjuncts, instructors, lecturers, visiting faculty, and Department Chairs.

## **By-law II: Governance**

- Section 1. The governing body of the Faculty Association shall be known as the Faculty Senate.
- Section 2. The Faculty Senate shall consist of Senators elected from and by the members of the constituent units of the College. The Senate structure shall consist of the two schools that are in place: 1) The School of Science, Technology, Engineering, Math, and Health Sciences (STEM-H) which is represented by the Departments of Biology, Chemistry and Environmental Science, Engineering and Technology, Math and Physical Sciences, and Nursing and Health Sciences, and will have a total of 4 votes, one per Department, and; 2) The School of Liberal Arts, Business, and Education, represented by the four Departments of Arts and Human Sciences, Language and Letters, Business Administration, and Teacher Education, will have a total of 4 votes, one per Department. The Adjunct Faculty shall have three Senators, for a total of eleven Senators, equaling eleven votes. The remaining voters in the Senate consist of one vote for each of the standing Faculty Senate Committees, made by either the Committee Chair OR the Committee Co-chair.
- Section 3. Terms of elected Senators shall be for three years. Senators may be re-elected for one consecutive term. An exception to the term limitation shall be made for units that consist of a single faculty member.
- Section 4. Chairs and co-chairs of standing committees of the Faculty Senate have partial voting rights – they cannot vote for the election of officers - but otherwise serve as full members of the Senate. The chair and co-chair share a single vote representing their committee.
- Section 5. Any Senator who is unable to attend a meeting of the Senate may appoint a proxy to attend that meeting, providing that the name of the substitute is communicated to the Secretary of the Senate or President before the beginning of that meeting. The Senator should specify whether the proxy is a general or a specific proxy. A specific proxy can only vote on certain items. A general proxy can vote on all items.
- Section 6. In the event of a vacancy, any unexpired term of an elected Senator shall be filled by a special election to be held prior to the next meeting of the Faculty Senate following

the date of vacancy. Departmental Senators filling such a vacancy shall be elected within the respective Department, while a special election for Adjunct Senators shall be managed by the Vice President of the Senate. Senators filling an unexpired term shall be eligible for election to two regular terms. A new election will take place at the end of the Academic Year in which the vacancy occurred, to establish a new 3-year term of office.

Section 7. The following persons shall have a standing invitation to attend all meetings of the Senate, with the privilege of the floor but not of voting: the President of the College, the Provost, the Academic Deans, Chairs of academic departments not otherwise members of the Senate, the Dean of Student Services, and representatives of the local Union. The President of the Senate may invite other persons to a meeting of the Faculty Senate if the presence of such a person is deemed important for the discussion of an agenda item. These persons shall have the privilege of the floor but not of voting. All meetings of the Faculty Senate shall be open to all members of the Faculty who shall have the privilege of the floor but no rights of voting.

Section 8. Faculty Senate members are full-time faculty whose appointments involve teaching at the level of at least 0.5 FTE. However, faculty whose appointments involve teaching at a level of less than 0.5 FTE can serve as voting members (senators or standing committee chairs/co-chairs) of the Faculty Senate as long as the total number of votes from members whose FTE is less than 0.5 does not exceed 25% of the total voting body. Adjunct Senators do not count against this limit. If more than 25% of the voting members present are less than 0.5 FTE, department senators will take priority. Committee chairs can vote up to the 25% limit and/or appoint a proxy that is greater than 0.5 FTE. Departments should select, whenever possible, senators that are over 0.5 FTE. Committee Chairs who are less than 0.5 FTE should have pre-selected proxies or co-chairs that are greater than 0.5 FTE in order to limit the voting members who are less than 0.5 FTE to 25% of the total vote. Proxies and co-chairs must be available to attend Faculty Senate meetings. Adjunct faculty can also be elected as officers and serve on committees if their duties are limited to teaching.

### **By-law III: Officers**

Section 1. The officers of the Faculty Senate shall be as follows:

- A. President
- B. Vice President
- C. Secretary-Treasurer

- Section 2. Officers shall assume their responsibilities immediately upon election.
- Section 3. The regular terms of the office shall be for two academic years with the possibility of re-election for one additional term.
- Section 4. Elections for vacancies among officers of the Faculty Senate shall be conducted at its next regular meeting. In case of a vacancy in the office of President, the Vice President shall become President and another Vice President shall be elected by elected Senators (these exclude standing committee chairs) by secret ballot. In the event that the vacancy occurs during non-term duties, a special meeting may be called by any member of the Senate. If the office of Vice President is vacant, elections shall be managed by the President or Secretary. An officer filling an unexpired term shall serve until the end of the Academic Year, when there will be a new election for that position. An officer who filled the unexpired term will be eligible for two full elected terms in that position, per Section 3, above.

#### **By-law IV: Duties of Elected Officers**

- Section 1. The President of the Faculty Senate shall:
- A. Preside at all meetings of the Faculty Senate .
  - B. Prepare an agenda for each meeting, in consultation with other officers of the Faculty Senate.
  - C. Appoint members to ad hoc committees, upon approval of a majority of the Senate members at any meeting.
  - D. Be the official representative of the Faculty at the NNMC Board of Regents meetings and other meetings of concern to faculty members.
  - E. Be an advisor to the President of the College and the NNMC Board of Regents in matters pertaining to the Faculty.
- Section 2. The Vice President of the Faculty Senate shall:
- A. Perform any and all duties of the Faculty Senate President during their absence or disability.
  - B. Conduct all elections.
  - C. Perform other duties as authorized by the President of the Faculty Senate.
- Section 3. The Secretary-Treasurer of the Faculty Senate shall:
- A. Keep a record of the proceedings of all meetings. Minutes shall be distributed to the Faculty by email.
  - B. Supervise the maintenance of all records.
  - C. Distribute the agenda and the minutes to all members of the Faculty at least five working days prior to the scheduled meeting of the Senate.
  - D. Be responsible for all correspondence.
  - E. Determine if a quorum is present at all meetings of the Faculty Senate and retain all sign-in sheets.

- F. Collect and disburse monies as approved by the membership and maintain the records thereof.
- G. Perform other duties as authorized by the President of the Faculty Senate.

### **By-Law V: Meetings of the Faculty Association**

- Section 1. Meetings of the Faculty Association shall be held twice per year, during the beginning of the Spring and Fall semesters.
- Section 2. Meetings of the Faculty Association shall be for the purpose of dissemination of and discussion of issues pertaining to the Faculty. However, no business will be transacted, except for the election of Senators by the constituent groups of the Faculty Association at the meeting held at the beginning of the academic year in August as determined by the official college calendar.

### **By-Law VI: Meetings of the Faculty Senate**

- Section 1. Meetings of the Faculty Senate shall be held on the first Friday of each month, during the academic year. The meeting format, time, and place will be designated by the President of the Senate at the first meeting of the academic year.
- Section 2. A quorum of the Senate shall consist of not less than 50% of the voting members.
- Section 3. Special meetings of the Faculty Senate shall be subject to the call of the Faculty Senate President or may be called on the written request of two-thirds of the membership.
- Section 4. All members of the Faculty Senate shall be notified by email of all regular meetings at least five business days prior to the meeting. Special meetings may be called with twenty four-hour notice to the members.
- Section 5. Occasionally, the Faculty Senate might encounter issues that require a closed meeting, with only the Senators, officers, and specific invitees in attendance. A motion and vote of the Senate is required to close a meeting. At the conclusion of the sensitive portion of the meeting, a motion and vote will reopen the meeting. The President will determine whether minutes should be taken during the closed portion of the meeting, based on the nature of the issue under discussion.

### **By-Law VII: Conduct of Meetings**

- Section 1. Any member of the Faculty may place an item on the agenda prior to the approval of the agenda.
- Section 2. The agenda shall include; the order of the agenda may vary if necessary:
- A. Approval of the Agenda
  - B. Reading and Approval of the Minutes
  - C. Report of the Committees
  - D. Old Business

- E. New Business
- F. Announcements
- G. Adjournment

Section 3. All Senate meetings will be conducted according to the rules and procedures outlined in *Robert's Rules of Order, revised*.

### **By-Law VIII: Committees**

- Section 1. The following shall be the standing committees of the Faculty Senate:
- A. Committee on Academic Freedom, Promotion and Tenure
  - B. Committee on Undergraduate Curriculum
  - C. Honors Committee
  - D. Personnel Committee
  - E. Academic Standards Committee
  - F. President's Faculty Advisory Committee
  - G. Committee on Educational Policy
  - H. Committee on General Education
  - I. ¡Así Es!
- Section 2. A standing committee's structure (ad hoc or standing) can be modified by a majority vote of the Senate.
- Section 3. *Ad hoc* committees may be established by the President of the Senate or by a majority vote of the Senate.

### **By-Law IX: Committee Structure**

- Section 1. Faculty committees shall be the primary tool through which the Faculty achieves its purpose. Faculty members shall be allowed to self-select the committees which they want to join during an open sign-up session at biannual Faculty Association meetings. Because membership on a committee is required of all full-time faculty, each member of the Faculty shall be assured of a place on at least one committee. If a committee is shorthanded, the Senate can request additional support for that committee.
- A. The chairperson and co-chairperson of each standing committee shall be chosen by the members of the committee. Chair terms are 3 years, chairs can serve multiple terms, subject to the internal bylaws of the committee.
  - B. Meetings of all committees shall be conducted according to *Robert's Rules of Order, Revised*.
  - C. The chairpersons of all committees shall submit all recommendations, conclusions, reports, actions or other decisions to the Faculty Senate for approval or rejection, with the exception of decisions on promotion and tenure. Committee actions not approved must be returned to the originating committee.
  - D. Faculty-approved committee actions are received by the President of the Faculty Senate and forwarded to the appropriate administrative office for necessary action.
- Section 2. Duties of Committees.

- A. Academic Freedom, Promotion and Tenure: responsibilities include all issues related to academic freedom and tenure. Specifically, it shall evaluate the credentials of and make recommendations to the Provost of Northern New Mexico College on Faculty members who are eligible for tenure or promotion in academic rank.
- B. Undergraduate Curriculum: responsibilities include all issues related to the instructional curriculum at the undergraduate level. Specifically, it shall analyze certificates, degrees, courses, and programs and recommend any changes deemed necessary. In addition, it shall certify that the membership includes representatives from all vocational and academic areas. This committee shall specify both normal and emergency procedures for approval of new courses and new programs.
- C. Honors: responsibilities shall include sending out a call for nomination of candidates for honorary degrees, reviewing nomination packages, and recommending nominees, following the Policy and Procedures to Confer Honorary Degrees. It is expected that the committee gives careful study to the selection of candidates for honorary degrees and attempts to select the most appropriate candidates, keeping in mind the present interests and functions of the College and the anticipated development of the College. Suggestions of candidates for honorary degrees may be made to the committee by any individual.
- D. Personnel: responsibilities include all issues related to Faculty positions. Specifically it shall review proposed changes in the Faculty Handbook, improve the professional development and sabbatical programs, consult on changes in the number of Faculty positions, review changes in the Faculty Constitution and by-laws, provide input to the administration in the development of the Faculty salary matrix, and make recommendations for salary changes. Further, it should ensure that all Faculty Constitution and Faculty Handbook procedures are followed fairly and correctly.
- E. Academic Standards: responsibilities include all issues related to academic standards. Specifically, it shall review policies governing the transference and validation of credits, admissions, academic advising, and shall review requirements for honors and degrees, hear cases of plagiarism, cheating, or improper conduct and appeals of readmission or change of grade.
- F. The President's Faculty Advisory Committee: the purpose of this committee shall be to advise to the Provost and the President of the College upon matters of college policy, particularly when subjects of great urgency or delicacy require immediate consultation. It shall consist of three members chosen from the Faculty Senate. No more than one member from any one academic constituency of the College can be represented on the Committee. Potential members are nominated by

the Faculty Senate at the first meeting of the academic year; nominees shall be elected by the Senate to serve for three-year terms on this committee. Terms will be staggered when possible, such that one new member is elected each year. When a volunteer is available, one position on the Committee shall be reserved for an Adjunct faculty member. The Committee shall elect its chairman annually. The President of the Senate shall be an ex officio member.

- G. Educational Policy: the duties of this committee shall include examining the academic structure of the institution and any changes in this structure. It shall also provide advice on these matters to the President of the College and the Board of Regents. For the purposes of the committee, “academic structure” includes the establishment or discontinuation of new schools and colleges within the institution, the distribution of departments and programs among these schools and colleges, and the administrative oversight of the schools and colleges.
- H. General Education: responsibilities include all issues related to general education for undergraduate students. The committee shall make recommendations to the Faculty Senate regarding General Education. It shall work in collaboration, when appropriate, with the undergraduate curriculum committee. The General Education Committee shall ensure that the general education requirements satisfy the General Education Common Core Competencies established by the State of New Mexico.
- I. ¡Asi Es!: The duties of the Committee are to elevate discussion, awareness, and engagement toward increasing the sense of belonging in classrooms through pedagogy. The committee will keep abreast of best practices in other colleges working toward diversity, equity, inclusion and belonging. It will curate provocative articles and information relevant to the campus community and distribute them to the faculty for reflection and discussion. It will facilitate workshops and seminars on equity and belonging, and coordinate with the Provost and Student Senate to enhance their equity and belonging initiatives.

### **By-Law X: Adoption of Constitution**

This constitution with the by-laws shall go into effect immediately upon approval by a majority of the members present at a regular or special meeting of the Faculty Senate.

Policy approved by Board of Regents  
on June 21, 2000

Draft 1.1: 7-DEC-2007

Approved by the Faculty Senate, 1 February 2008

Amended by the Faculty Senate, 4 April 2008

Approved by the Board of Regents, April, 2008

Amended by the Faculty Senate, October, November, December 2008; February, 2009

Amendments approved by the Board of Regents, December, 2008; April, 2009

Amended and Approved by the Faculty Senate, November, 2018

Amendments approved by the Board of Regents, December, 2018

Amendments approved by the Faculty Senate, May, 2021

Amendments approved by the Board of Regents, May, 2021

Amended and Approved by the Faculty Senate, December, 2021

Amendments approved by the Board of Regents, Feb, 2022

Amendments approved by the Faculty Senate, April, 2022

Amendments approved by the Board of Regents, May, 2022

Amendments (Terms and Conditions of Employment) approved by the Board of Regents, June, 2022

### **Memorandum of Understanding**

WHEREAS, Northern New Mexico College (College) and NFEE Full Time Faculty Union (Union) have a current Collective Bargaining Agreement (the Agreement) that is effective through June 30, 2027; and

WHEREAS Article 24 of the Agreement provides for the administration of a Sick Leave Bank; and

WHEREAS, the parties mutually agree that the administration of Article 24 of the Agreement is impracticable at this time; and

WHEREAS, the parties agree to amend Article 24 of the Agreement to provide for the administration of a Sick Leave Donation program to replace the previously agreed upon Sick Leave Bank currently articulated in Article 24 of the Agreement;

NOW THEREFORE, the College and the Union, agree to the following amendment to Article 24 of the Agreement, effective July 18, 2025:

#### Article 24. SICK LEAVE DONATION

##### 24.1 Purpose

- a. To provide a process whereby participating full-time faculty members of Northern New Mexico College may request additional sick leave through solicited donations from other eligible College employees due to a catastrophic situation involving their own medical condition, as defined in this Article.

##### 24.2 Eligibility

- a. Only faculty who have been employed for one academic year may be eligible to receive sick leave donations.
- b. Only faculty who have a minimum of eighty (80) hours of accumulated sick leave may donate solicited sick leave.
- c. Application for the solicitation of sick leave donation shall not be approved until the faculty member has less than eighty (80) hours remaining of sick leave, and is expected to exhaust their balance based on the information provided in their Medical Certification Form.
- d. The maximum sick leave that a faculty member may request at any one time is forty (40) days (280 hours) based on a seven-hour day.
- e. To be eligible for donated sick leave, a faculty member must demonstrate that they are experiencing a catastrophic situation. For purposes of this Article, a catastrophic situation shall mean a severe illness or injury requiring prolonged hospitalization or recovery and incapacitating the person from working, creating a financial hardship. Such injury or illness often makes exceptional demands on patients, caregivers, families, and healthcare resources. In general, an illness or injury that results in a medical condition that a health care provider has certified is likely to result in a loss of 30 or more workdays.

##### 24.3 Application for Sick Leave Donations

- a. Northern New Mexico College has a standing committee to review applications to solicit sick leave donations and to make a determination to either approve or disapprove a request. This standing committee is comprised of the Human Resources Office (who will serve as chair), a

- representative of the Union, and the Chair of the Department where the faculty member who is requesting leave is employed.
- b. Eligible faculty may apply for solicitations for donations of sick leave by completing a Request for Solicitation of Sick Leave Donations form and submitting it to the Human Resources Office.
  - c. The request must be accompanied the Medical Certification Form properly completed by faculty member's healthcare provider.
  - d. Upon receipt of a request, the committee will evaluate the request within five (5) business days, and, if the request meets eligibility requirements, vote to approve or disapprove the request.
  - e. If the request for solicitation of additional sick leave is approved, the committee shall notify the employee of the decision in writing and indicate the total amount of sick leave hours which were approved. If the request for additional sick leave is disapproved, the committee shall notify the employee in writing of the reason(s) for the disapproval. The decision of the committee is final, but the employee may reapply for reconsideration if they can provide any new information or circumstances for the committee's consideration.
  - f. Upon approval for solicitation of sick leave donations, the Human Resources Office shall broadcast an email to all eligible college employees soliciting the donation of sick leave. No personal identifying information, or any information about the application will be included in the communication from the Human Resources Office.
  - g. If the solicitation for sick leave donations does not cover the amount of additional sick leave awarded by the committee, the faculty member shall only receive the amount donated.
  - h. A faculty member who receives donated sick leave must exhaust all of their own leave, of any kind, prior to using any donated sick leave.
  - i. If donated sick leave is not utilized, the donated sick leave shall be returned to the faculty member who made the donation.

FURTHERMORE, the College agrees to grant bargaining unit members who were eligible to participate in the previously articulated Sick Leave Bank program for Academic Years 2018-2019, 2019-2020, and 2020-2021 a one-time allocation of 28 hours of additional sick leave, up to the maximum amount of eligible sick leave.

Agreed:

Agreed:



Hector Balderas, President, NNMC



Scott Braley, Lead Negotiator

# NORTHERN New Mexico College



## Memorandum

**To:** Board of Regents, Northern New Mexico College  
**From:** President Balderas  
**Date:** May 29, 2026  
**Re:** Reinstatement of Associate of Arts in Substance Abuse Counseling

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*Issue:* At its December 15, 2023 meeting, the Board approved the suspension of the Associate of Arts in Substance Abuse Counseling pursuant to the recommendations of the Arts and Human Sciences Department faculty, and pursuant to the College's Program Elimination Policy, the recommendations of the Provost and the Education Review Committee of the College's Education Policy Committee.

Pursuant to the assessment and review of the program by the current faculty of the Arts and Human Sciences, it is their opinion that the Department is much better positioned to administer the program, and it is their recommendation that program be reinstated from suspension. The attached letter from the Department faculty outlines their analysis and request to reinstate.

*Recommendation:* College administration recommends that the Board of Regents agree to the updated terms, as described, and authorize the entering into of the new full collective bargaining agreement.



To  
The Provost  
Northern New Mexico College  
921 Paseo de Oñate  
Española, NM 87532

March 5, 2026

Subject: Request to reinstate the Substance Abuse Counselor associate's degree.

Dear Dr. Vellanoweth

As you are aware, the Substance Abuse Counselor AA program, was placed on freeze two years ago. This action was recommended by the Department of Arts and Human Sciences after careful examination of the program review results. The review identified several concerns, including the lack of a dedicated faculty line for the program and some uncertainty regarding licensing pathways related to substance abuse counseling. At the request of Dr. Lopez, the Education Policy Committee convened a subcommittee—the Elimination Review Committee (ERC)—to further examine the matter. Following its assessment, the ERC recommended that the program be temporarily frozen.

Since the program's suspension, our department has conducted a thorough reassessment to understand the challenges that led to the freeze and to identify strategies for strengthening the program moving forward. Our analysis confirms that the need for trained substance abuse counselors in Northern New Mexico remains extremely high. Workforce data clearly indicate strong demand in this field, and the program historically attracted significant student interest. It is important to note that, as part of our teach-out plan for students who were enrolled when the program was suspended, SAC courses have continued to be offered, supported by both full-time and adjunct faculty.

Our review also determined that the AA degree is fully aligned and compliant with the requirements of HED. A similar program is currently offered at [CNM](#). Importantly, this degree can serve as a valuable pathway for students pursuing the Licensed Substance Abuse Associate (LSAA) credential, enabling them to begin meaningful careers in behavioral health and addiction services.

At this time, we are in a particularly strong position to reinstate the program. As the PI for the Carl Perkins Career and Technical Education grant at Northern New Mexico College, I am currently preparing an application for approximately \$100,000 in funding. Healthcare and Human Services has been identified as a top regional priority through the Comprehensive Local Needs Assessment conducted as part of the Perkins process. This makes the Substance Abuse Counselor program an excellent candidate for targeted funding over the next two years.

*Arts & Human Sciences***NORTHERN New Mexico College**

If awarded, these funds could support critical program infrastructure, including a dedicated faculty position, a program coordinator, and the development of supervised internship opportunities with community partners. These supports would enable students to gain practical experience, secure field supervision, and progress toward LSAA licensure while completing their AA degree. Such a structure would significantly strengthen the program and create a clear workforce pipeline for our region.

Given the urgent and well-documented need for behavioral health and substance abuse professionals in Northern New Mexico, the faculty of the Department of Arts and Human Sciences strongly believe that reinstating this program is both timely and necessary. We therefore respectfully request approval to unfreeze and reinstate the Substance Abuse Counselor AA program. Ms. Carmella Sanchez consulted with the New Mexico Higher Education Department (HED) regarding this matter and confirmed that the program may be reopened without any additional steps required.

Please find attached the signatures of the faculty members of Arts and Human Sciences who support this request. This matter is time-sensitive, as we hope to begin faculty recruitment, program planning, and marketing efforts soon to successfully relaunch the program for **Fall 2026** with strong enrollment.

We appreciate your consideration of this request and your continued support of programs that address the pressing workforce and community needs of Northern New Mexico. Please feel free to contact me if you require any additional information.

Thank you,

Sincerely,

Sneha Chakradhar, Ph.D.  
 Assistant Professor & Chair  
 Department of Arts and Human Sciences  
 School of Liberal Arts, Business and Education  
 Northern New Mexico College  
 Phone: (505) 477-1950



The undersigned faculty of the Department of Arts and Human Sciences collectively support the request to reinstate the Associate of Arts in Substance Abuse Counseling program and recognize its importance in addressing urgent behavioral health workforce needs in Northern New Mexico.

S.No.	Name	Designation	Signature	Date
1.	Sneha Chakradhar	Chair		03.05.2026
2.	Ruben Olguin	Director		03.05.2026
3.	Robert Beshara	Associate Professor	 <small>Robert Beshara (Mar 6, 2026 15:09:48 MST)</small>	03.06.2026
4.	David Lindblom	Associate Professor		03.09.2026
5.	Steph Zawadzki	Assistant Professor		03.09.2026
6.	Kiersten Figurski	Fulltime Lecturer		03.09.2026
7.	George Ackerman	Fulltime Lecturer	 <small>George Ackerman (Mar 9, 2026 14:48:31 EDT)</small>	03.09.2026
8.	Taylor Brooke Denton	Fulltime Lecture	 <small>Taylor Brooke Denton (Mar 10, 2026 10:51:02 MDT)</small>	03.10.2026

*René Vellanoweth*






# SAC AA Reinstatement Request Signed

Final Audit Report

2026-03-10

Created:	2026-03-10
By:	Sally Martinez (sally.martinez@nnmc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsRQoi_7cOt6FhaQcEOqTgT-ZjhaEskC2

## "SAC AA Reinstatement Request Signed" History

-  Document created by Sally Martinez (sally.martinez@nnmc.edu)  
2026-03-10 - 9:01:14 PM GMT- IP address: 107.7.7.195
-  Document emailed to René Vellanoweth (rene.vellanoweth@nnmc.edu) for signature  
2026-03-10 - 9:03:42 PM GMT
-  Email viewed by René Vellanoweth (rene.vellanoweth@nnmc.edu)  
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-  Document e-signed by René Vellanoweth (rene.vellanoweth@nnmc.edu)  
Signature Date: 2026-03-10 - 9:50:08 PM GMT - Time Source: server- IP address: 107.7.7.195
-  Agreement completed.  
2026-03-10 - 9:50:08 PM GMT