

NORTHERN NEW MEXICO COLLEGE



**BOARD OF REGENTS
SPECIAL MEETING**

JANUARY 20, 2022

NORTHERN New Mexico College



NOTICE

The Board of Regents of Northern New Mexico College will hold a special meeting on **Thursday, January 20, 2022, at 9:00AM, Via Zoom.**

Join Zoom Meeting

<https://nmmc.zoom.us/j/92276607889>

Meeting ID: 922 7660 7889

One tap mobile

+16699006833,,92276607889# US (San Jose)

+12532158782,,92276607889# US (Tacoma)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

Meeting ID: 922 7660 7889

Find your local number: <https://nmmc.zoom.us/u/acn5SmPIN9>

AMENDED FINAL AGENDA

Amended Agenda posted Sunday 1/16/22

- I. **CALL TO ORDER**
- II. **APPROVAL OF AGENDA**
- III. **PROPOSED PROCESS AND TIMELINE FOR PRESIDENT SELECTION – Informational**
- IV. **REVIEW OF SEARCH CONSULTANT AGREEMENT – Possible Action**
- V. **APPROVAL OF QUALIFICATIONS FOR PRESIDENT – Action Required**
- VI. **APPROVAL OF PRESIDENT’S JOB DESCRIPTION – Action Required**
- VII. **ADDITION OF STUDENT REPRESENTATIVES TO SEARCH COMMITTEE – Action Required**
- VIII. **ADJOURN**

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

Northern New Mexico College President Search

REVISED –Contractor’s Completed and Proposed Timeline Benchmarks

Note: Proposed dates are aspirational and subject to change due to unforeseen circumstances.

- ✓ **(Completed) January 7, 2022**--- Met with the search committee and garner recommendations on job description, qualifications, establish ground rules, and review role of the search committee.

- (Canceled) January 10, 2022** ---Meet with the Board of Regents and get input and approval of search committee recommendations on job description, qualifications, and timeline.

- ✓ **(Completed) January 14, 2022** –Search Committee met again and made final revisions to the job description and qualifications.

- ✓ **(Rescheduled) January 20, 2022** -Meet with the Board of Regents and get input and approval of the search committee’s recommendations, on job description, qualifications, and timeline.

- ✓ **ASAP and no later than January 31, 2022**- Once the Board of Regents approves the job description and qualifications an advertisement will be created, and salient information will be provided to various venues to post ad, with links to job description and qualifications. A full ad will be posted on NNMC’s website. Ad will run for a minimum of 45 days or longer as time allows.

- ✓ **March 17, 2022** ---Deadline for accepting completed application packets

- ✓ **March 14-20, 2022** ---Spring Break

- ✓ **March 21-25, 2022**---Committee will begin receiving vetting packets. (Note: Contractor will coordinate with Human Resources to start placing applicants on a matrix to screen for those that meet or exceed minimum qualifications.)

- ✓ **(REVISED) March 23 and/or 24 2022** ---Search committee will meet in an all-day session(s) beginning at 1:00 p.m. – 8:00 p.m. to select the five top candidates to forward to the Board of Regents for interview.

- ✓ **March 28 through April 8, 2022**---conduct background checks, social media/ and general media coverage, etc. as well as contact candidates and schedule their trips for campus visits.

- ✓ **April 11-13, 2022** –campus visits and community meetings:
 - Meet with search committee
 - Meet with external stakeholders
 - Meet with internal stakeholders

- Dr. Garcia to facilitate and collect input for the Board of Regents
- ✓ **April 19-22, 2022**---Interview with the Board of Regents
- ✓ **April 25-29, 2022** ---Contract negotiations
- ✓ **May 2, 2022** ---Public Announcement

Role of NNMC President Search Committee

- A.** Advisory to the Board of Regents
- B.** Operate using consensus
- C.** Vet the applicants and make recommendations for the top five candidates to be interviewed by the Board of Regents
- D.** Make recommendations if an alternate should be included should one of the top five drop out or become unsuitable for interview

Stakeholder Input

The role of stakeholders is to provide overall impressions --- input is advisory in nature to the Board of Regents.

PROFESSIONAL SERVICE AGREEMENT

NORTHERN NEW MEXICO COLLEGE



This **Professional Service Agreement** should be completed when procuring services from professional contractors requiring specialty skills. Examples include architects, specialty trained medical personnel, surveyors, attorneys, auditors, etc.

Instructions for completing a Professional Service Agreement:

- **In the opening paragraph**, enter date of service and contractor name.
- **For 1. Scope of Work**, provide a detailed description of the work being performed.
- **For 2. Compensation**, enter a breakdown of costs (which may require a breakdown of material, labor and tax, if applicable).
- **For 3. Terms**, enter the time frame of the work being performed.
- **Items 4 through 21** contain standard contract language, which cannot be changed.
- **For 22, Other Provisions**, enter additional provisions, if applicable.
- **For 23**, complete contractor information and obtain contractor signature. If first time vendor, a completed W-9 must accompany this Professional Service Agreement. Complete Northern New Mexico College section and obtain all required approvals.

This agreement is made and entered into on 11/30/21, by and between Northern New Mexico College, 921 Paseo de Oñate, Española, NM 87532, herein after referred to as "Northern," and Comprehensive Consulting Services, LLC

herein after referred to as the "Contractor". It is hereby agreed between the parties:

1. **Scope of Work:** (If your description is longer than the space provided, please attach another page.)
See Scope of Work attached.
2. **Compensation:** (If your description is longer than the space provided, please attach another page.)
\$25,000 + applicable gross receipts tax est. at 8.75% = 2187.50 for a total of \$27,187.50
3. **Terms:** November 30, 2021 - June 30, 2022 or upon completion of Presidential Search.
Northern New Mexico College payment terms are as follows and are not to be changed:
Net 30 Day Payment upon receipt of Invoice.

4. **Termination:**
This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.
5. **Status of Contractor:**
The Contractor, his/her agents, and employees are independent contractors performing professional services for Northern. The Contractor, his/her agents, and employees shall not accrue leave, retirement, insurance, bonding authority, use of state vehicles, or any other benefits afforded to employees of Northern as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by him/her for income tax purposes as self-employment tax.
6. **Assignment:**
The Contractor shall not assign nor transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of Northern.
7. **Subcontracting**
The Contractor shall not subcontract any portion of the service to be performed under this Agreement without the prior written approval of Northern.
8. **Records and Audits:**
The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to internal and external audit. Northern retains the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of Northern to recover excessive or illegal payments.
9. **Budget Appropriation:**
The terms of this Agreement are contingent upon sufficient budget being available and authorization being made by the Executive Team Member for the performance of the Agreement. The Agreement will not be valid unless approved by the Executive Team Member prior to rendering of services.
10. **Claims for Reimbursement:**
After the rendering of services, contractor shall submit an invoice certifying that the services have been rendered and/or itemizing all expenses for which claim is being made. If terms indicate multiple payments, a claim must be submitted as each payment is requested. Contractor shall supply Northern with a New Mexico gross receipts tax number or certify exemption.
11. **Release:**
The Contractor, upon final payment of the amount due under this Agreement, releases Northern, its officers, and employees from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind Northern to any obligation not assumed herein by Northern, unless the Contractor has express authority to do so, and then only within the strict limits of that authority.
12. **Confidentiality:**
Any information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without approval of Northern.

13. **Product of Services: Copyright**
All materials developed or acquired by the Contractor under this Agreement shall become the property of Northern and shall be delivered to Northern no later than the termination date of this Agreement. Nothing produced, in whole or in part, by the Contractor under this agreement shall be subject of any application for copyright by or on behalf of the Contractor.
14. **Conflict of Interest:**
The Contractor warrants that he/she presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Contractor shall comply with the provisions of Section 10-16-12, NASA, 1978, which requires disclosure in writing to the Office of the Secretary of State of the receipt of more than five thousand dollars in the aggregate from one or more state Agencies in any twelve-month period through rendering of professional services.
15. **Amendment:**
This Agreement shall not be altered, changed or amended except by an instrument, in writing, executed by the parties hereto.
16. **Scope of Agreement:**
This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.
17. **Notice:**
The Procurement Code, Sections 13-1-190 through 13-1-199, NMSA, 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
18. **Equal Opportunity Compliance:**
The Contractor agrees to abide by all Federal and State laws, rules, regulations, and executive orders of the governor of the State of New Mexico. The Contractor agrees to assure that no person in the United States shall, be excluded from employment on the basis of sexual preference, age, handicap, race, religion, color, national origin, ancestry, sex or medical condition, or participation with in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of the Agreement, Contractor agrees to take appropriate steps to correct deficiencies.
19. **Applicable Law:**
This Agreement shall be governed by the laws of the State of New Mexico.
20. **Public Works Minimum Wage Act: (State Funded Construction Project)**
This is a Public Works contract subject to the provision of the Public Works Minimum Wage Act, Sections 13-4-11 to 13-4-17 et seq. NMSA 1978 as amended. Minimum wage rates as determined and published by the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, shall be in effect and utilized by the Contractor during the life of this contract. Wage Decision No. SF-11-1423A dated 12/28/11 is part of this contract. You are hereby advised that wherever differences exist between the minimum wage rates shown under wage decision of the New Mexico Department of Workforce Solutions, Public Works Bureau, Santa Fe, New Mexico, and those shown under U.S. Department of Labor Wage Decision No. SF-11-1423A dated 12/28/11 and any modification thereto noted in the contract assembly, the higher wage rates shall govern.

If a contractor or subcontractor is willfully paying his/her laborers, mechanics, and operators less than the rates required by the contract for the work the laborers, mechanics, and operators are performing, the contractor or subcontractor may lose his/her right to proceed with the work.

21. **Davis-Bacon and Related Acts (DBRA) Compliance: (Federally Funded Construction)**
The Contractor shall comply with the Davis-Bacon and related Acts which applies to all contractors and subcontractors working on federal (or federally-assisted) contracts in excess of \$2,000.00. Contractors on applicable Federal projects are required to pay their laborers and mechanics not less than the local prevailing wage rate (plus fringe benefits) as determined by the Secretary of Labor. Per the Department of Labor, Under the Davis-Bacon and Related Acts (DBRA), contractors must:
- a) Maintain payrolls
 - b) Keep basic records
 - c) Submit certified weekly payrolls to NNMC
22. **Other Provisions:** (If your description is longer than the space provided, please attach another page.)

(Continued on next page)

23. IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below.

CONTRACTOR

By: Comprehensive Consulting Services, LLC 11.30.21
 Company Date
 Address: Albuquerque, NM 87111 :9635 Merion Circle NE, Email: vcg003@gmail.com
 Phone: 505-321-1474 Cell: _____ Fax: _____
 Social Security Number: 27-5151338 DOB: _____
 NM CRS #: n/a Federal ID: _____
 (Required if tax exempt)
 State Contract #: n/a
 Contractor ID #: n/a CES #: n/a

Contractor: Dr. Veronica C. Garcia, Ed.D.


Please Print
Veronica C Garcia
 Veronica C Garcia (Dec 8, 2021 17:03 MST)
 Signature

Date

NORTHERN NEW MEXICO COLLEGE

Requested by: Amy Peña 11/30/20
 Print Date
Amy Peña
 Signature

Account #: 11303-1010-71145-131

Approved by: Richard J. Bailey, Jr., PhD Dec 7 2021
 Chair/Director Print Date

 Signature

Approved by: Ricky A. Bejarano, CPA, CGMA _____
 VP/Provost Print Date
Ricky Bejarano
 Signature Digitally signed by Ricky Bejarano Date: 2021.12.06 15:46:54 -07'00'

Budget Check Evette E. Abeyta _____
 Approved by: Abeyta _____
 Signature Digitally signed by Evette E. Abeyta Date: 2021.12.06 16:39:23 -07'00' Date

Comprehensive Consulting Services, LLC

Dr. Veronica C. Garcia, Ed.D., President and CEO vcg003@gmail.com 505-321-1474

**Proposed Scope of Work
Northern New Mexico College – President Search
12/3/2021**

The contractor, Comprehensive Consulting Services, will work with the Board of Regents and Search Committee to accomplish the following as appropriate:

- Backward plan calendar of events
- Identify, characteristics, qualifications, for potential candidates.
- Create an ad for the position and bring back to committee/Regents for approval as appropriate
- Advertise in national publications and search platforms for community college executives
- Create a matrix for reviewing applicants
- Present the search committee with a binder and matrix of ranked resumes based on established criteria
- Vet finalists prior to interview (background, social media footprint, media, etc.
- Establish a process for stakeholder engagement and input
- Establish a process for interviews and selection
- Sit with the board of regents during interviews
- Attend board of regents meeting as appropriate
- Create process for announcement and media release
- Assist with press conference and work with PIO on communications

Contract Amount: \$25,000 plus gross receipts tax to be paid in 5 installments beginning January 31, 2021.

DISCUSSION DRAFT

Northern New Mexico College President

Job Description

The President of the College serves as its chief executive officer, deriving authority from the Northern New Mexico College (NNMC) Board of Regents (Board). The President's responsibility is to provide leadership for the College, and vision and direction for the planning and operation of all aspects of the College's programs and services, in conformity with Board policies and legal requirements. The President leads the development of community, regional, state, tribal and national partnerships to advance the College's mission. The President shall also perform all the duties listed herein and any duties that may be assigned by the Board.

(Note: The numbers are here for ease of discussion; they will be removed later.)

LEADERSHIP:

1. Acts as executive officer for the Board and advises them on board policy development and implements local, state, and national legislative and institutional advancement strategies. Develops administrative rules and communicates such rules to the Board, employees, staff, and community as appropriate.
2. Serves as the President of the NNMC Branch College and is responsible for the administration and management of career and technical education programming for the community; serves as the Executive Director of the NNMC Foundation and the Executive Director of the NNMC Eagle Corporation.
3. Demonstrates commitment to diversity, equity, inclusion, accessibility, and belonging, in the classroom, workplace and the community.
4. Collaboratively develops and implements with all constituency groups the vision, mission and goals of the College's Strategic Plan.
5. Ensures alignment and integration of the operating budget with the Strategic Plan and works with the New Mexico Legislature to garner appropriations for the College and supportive policies.
6. Makes recommendations to the Board regarding the adoption of instructional programs and other educational and community services.
7. Engages in active listening to learn and understand the College's culture, history, and needs. In addition, leads by example to build trust and to authentically support the entire College community.
8. Embodies and promotes a healthy institutional culture of mutual respect, transparency, safety, security, and integrity.

9. Practices data driven decision-making, considers promising practices, and promotes an evidence-based culture of accountability, which guides innovation and continuous quality improvement of instruction, student support services, and closes equity gaps in student achievement.

MANAGEMENT:

10. Regularly communicates with the Board and provides them a weekly update.
11. Prepares Board meeting agendas in accordance with Board procedures, and ensures the maintenance of records, and compliance with the Open Meetings Act.
12. Engages in a continuous improvement process to enhance the quality and scope of services, offered through high performance standards and accountability in order to achieve student success across all cohort groups.
13. Manages the administrative organization of the College and provides the Board a 30-day prior notice for major changes.
14. Respects and promotes shared governance as a guiding principle of the institution and uses it to enhance achievement of common goals within the institution; establishes positive working relations with the Faculty Senate, Student Government, and Union Leadership. Serves as the Board's representative with respect to all matters concerning employer-employee matters.
15. Develops, leads and sustains a high performing and diverse executive leadership team. Develops and implements a leadership succession framework to ensure continuity of College operations.
16. Sets priorities and provides oversight for campus information technology, including (but not limited to) security, privacy, classroom technology, and infrastructure.
17. Evaluates administrative employees reporting directly to the President on no less than an annual basis and participates in the evaluation of the remaining employees as required.
18. Manages and controls College property, including the El Rito and Española campuses and its property near El Vado Lake, and enters into contracts on behalf of the College as authorized by the Board.

COMMUNITY PARTNERSHIPS:

19. Acts as a visible NNMC representative by spotlighting the work of faculty, staff and students at state and national levels, and advocates to create funding opportunities for the College.
20. Recognizes the College's unique location and relations with local Tribal nations and maintains strong and positive working relationships with their leadership.

21. Represents the College, in cooperation with the Board and staff, to the community, including local, county, state, and federal leaders, and develops appropriate, inclusive, and equitable partnerships which assist in the advancement of the College's vision and mission.
22. Engages and effectively communicates with students, employees, community, and the media.
23. Makes the President's House on the El Rito campus their primary residence to oversee the development of the campus and the growth of the branch community college programming.

FISCAL:

24. Ensures sound fiscal practices, prepares and submits annual budget recommendations to the Board; implements the college budget as approved and amended, and seeks to increase revenue.
25. Ensures the accuracy of all reports required by local, state, and federal agencies and the delivery of timely audits that result in unmodified opinions.

Qualifications:

Minimum Qualifications:

- A terminal degree (Ed.D., Ph.D., MFA, J.D., M.D., etc.)
- A minimum of 10 years of successful leadership in complex organizations, preferably in a higher education setting, including at least 5 years in a senior leadership role.

Preferred Qualifications:

- Experience working with culturally and economically diverse communities and tribal nations.
- Multilingual in Spanish or indigenous languages.

Ideal Characteristics:

- Visionary, transformational, heart-centered leadership
- Champion for public higher education
- Experienced in financial management and resource development, including advocacy and working with external constituents
- Collaborative and possesses the ability to establish community partnerships
- Navigates the political landscape in diverse communities
- Flexible and courageous decision making in a dynamic environment
- Strong communicator with excellent interpersonal skills
- Ability to manage crises
- Practices principles of continuous improvement
- Embodies an entrepreneurial approach to problem solving
- Ability to mentor colleagues and students