

**OPERATING AGREEMENT  
BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY OF NEW MEXICO  
AND  
THE LOCAL BOARD OF THE GALLUP CAMPUS OF THE UNIVERSITY  
OF NEW MEXICO**

This agreement between the Board of Regents and the Gallup Advisory Board is founded on the recognition of the need and opportunity for the parties to partner together to provide quality educational services through a cooperative, coordinated effort.

The specific duties and responsibilities of the Advisory Board in relation to the operation of the Gallup Campus include the following:

1. Act as an advisory board to the Board of Regents or their designee in all matters pertaining to the conduct of the Gallup Campus.
2. Approve an annual budget for the Gallup Campus for recommendation to the Board of Regents for final approval.
3. Provide approval and certification for the tax levy, as required by state law, to the Gallup County Commission.
4. Call election for tax Levies for the Gallup Campus, after Approval of the Board of Regents.
5. Call Elections for the Advisory Board positions pursuant to the Branch Community College Act, Section 21-14-2.1, NMSA 1978.

The Board of Regents, or their designee, shall have full authority and responsibility in relation to all matters of the Gallup Campus, although the Advisory Board shall be consulted and will serve in an advisory capacity in such matters. The UNM Main Albuquerque campus (hereinafter referred to as "Albuquerque Campus") shall provide administrative support to the Gallup Campus in exchange for an administrative services fee, as set forth below in this Agreement.

The Advisory Board and the UNM Board of Regents, or their designee, shall jointly conduct a search for qualified candidates for Chief Executive Officer (CEO). The Board of Regents, or their designee, after consultation with the board, shall then select the CEO for the Branch community college.

Pursuant to the provisions above:

1. The Board of Regents through their designee shall have full authority and responsibility in relation to all matters of the Branch, although the Advisory Board shall be consulted and will serve in an advisory capacity in such matters.
2. The Branch will propose the curricula to be offered, subject to the approval of the UNM Office of the Provost. Course offerings shall be drawn from UNM lower division courses and technical courses to meet local needs.

UNM shall honor credits earned by students at the branch, in accordance with the following regulations:

- a. Credits earned in lower division courses that have been approved by the UNM Faculty Senate and Office of the Provost shall carry residence credit and be applicable to all UNM baccalaureate programs.
  - b. Credits earned in lower division technical courses offered by the Branch that have been approved by the Office of the Provost, may count towards degree programs specific to the branch and may transfer to UNM baccalaureate programs without explicit articulation agreements or exceptions defined in the UNM Faculty Handbook policy F80.
3. Degree and certificate programs at a branch shall be available to other branches subject to any accreditation requirements.
  4. Financial oversight of the Branch shall be the responsibility of the Board of Regents in accordance with its established requirements and procedures.

Funds for the support of the Branch will come principally from the following sources:

- a. State funds appropriated as provided by law;
- b. Local tax supports as provided by law;
- c. Student tuition as recommended by the Advisory Board and set by the Board of Regents;
- d. Fees as recommended by the Advisory Board and set by the Board of Regents;
- e. Grants, gifts, and other funds that may be available.

No funds of the Albuquerque Campus or any other UNM branch shall be allocated for the support of the Gallup Campus, although indirect administrative costs may be borne by UNM. No funds of the Gallup Campus may be reallocated to the Albuquerque Campus or to any other UNM branch, except for the payment of the administrative services fee, defined below.

The branch will remit annually to UNM a fee for the use of all management systems of records as of July 1<sup>st</sup>, 2018, including those employed for financial services, enrollment services, advisement services, legal services, library services, enterprise systems, data services, research services, learning management systems, grants and contracts, planning and campus development, faculty

contracts and human resources to the extent that no direct transfer of funds is required. Administrative service fees may not be changed for the duration of the agreement, however, new services that may cost more to UNM during the term of this agreement the Branch will be assessed their portion of the cost if they choose to be included in the new services.

The Branch may, at its discretion, contract with UNM administrative divisions for other services. Service Level Agreements are to be negotiated between the relevant administrative division(s) and the Branch. It is understood that the Branch may, at its discretion, contract with non-UNM vendors for any services other than those required for the management systems of record. Should negotiations reach an impasse, the matter will be negotiated by the Branch Advisory Board Chair or his/her designee and the Board of Regents President and his/her designee.

#### **POLICIES:**

1. The Board of Regents or their designee will meet with Branch Advisory Boards or their designee at least once a year or more often as needed to foster and sustain communication between the Branch and UNM Albuquerque.
2. All employees of the Branch campus are employees of the University of New Mexico and subject to the policies and procedures thereof, including annual performance reviews. The CEO of the Branch reports to the UNM Provost, who will conduct his or her annual performance review. Input on the CEO's performance will be sought, and the outcomes of the review shared, with the Advisory Board. Authority for contract decisions to remove or retain the CEO rest with the UNM Provost, after consultation with the President and the Advisory Board. Authority for all other contract decisions, including salary, performance improvement plans, or interim appointments in the event of a vacancy in the office of the CEO, rest with the UNM Provost.
3. As part of UNM, the Branch shall have available to it liability insurance under the public liability fund administered by the New Mexico Risk Management Division. The New Mexico Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, will govern any liability of the Branch.
4. The Branch may use facilities other than public school facilities, subject to the approval of the Provost.
5. All rights and responsibilities of the Board of Regents in this Agreement not specifically delegated herein and not requiring Board of Regents approval by statute, regulation, or University policy, are hereby delegated to the Provost of the University, who may re-delegate them as appropriate.
6. This proposed agreement expresses UNM main campus' commitment to better fostering full 4-year and (2 plus 2) degree programs tailored to the specific needs and priorities of

each UNM branch and their communities. At the same time, it strives to protect UNM's interest at the branches and main campus and in keeping a coherent academic mission with healthy enrollments.

*Right of First Refusal:* In the event a Branch Campus identifies the need for upper division or graduate course(s) or program(s) to meet a 2 plus 2 model or a community need, the request will be made to the Office of the Provost in writing. The Provost or her/his designee will review the request and respond within 30 days of receiving the request. The Provost office will work with the appropriate main campus academic unit and the branch to confirm need and viability of the request. If approval and delivery of the course(s)/programs(s) by main campus is not granted, the Branch has the option to enter into an agreement for a cohort model with another provider under conditions stipulated by Academic Affairs (as the unit holding oversight of the entire University's academic mission). Such stipulations will include the option for UNM main campus to review programs being delivered at any time after two years in the event main campus elects to provide the program.

In order to successfully implement this arrangement and foster thriving 4-year degree and 2 plus 2 offerings at the branches, each branch agrees to collaborate with the Office of the Provost in identifying high-priority degree programs and assessing their enrollment viability.

#### **ADDITIONAL STATUTORY REQUIREMENTS**

1. All property acquired for the Branch shall be held in the name of the Board of Regents. In the event the agreement is terminated and a different public college entity evolves from the Branch, all property shall be transferred by the Board of Regents and conveyed to the governing board of the new public college entity.
2. This agreement shall be binding upon both the Board of Regents and the Branch Advisory Board; however, it may be terminated by mutual consent or it may be terminated by either board upon six months' notice. If the branch community college has outstanding general obligation or revenue bonds, neither the Board nor the Board of Regents may terminate the Agreement until the outstanding bonds are retired, except as provided by Section 21-13-24.1 NMSA 1978.

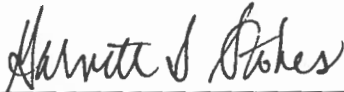
The UNM Board of Regents or their designee and the Branch Advisory Board shall review this Agreement as they deem necessary, but at least biennially per statutory requirement. Any changes must be in writing and have signature approval of both UNM Board of Regents and the Branch Advisory Board. The amount of administrative services fee paid by the Branch to the Board of Regents is set at 3.6% based on actual expenditures from the previous year and will be in force from July 1, 2018 thru June 30, 2020. Subsequent rate amounts will be negotiated with proper advanced notice by the Board of Regents or their designee and the Branch Advisory Board or their designee. Should the two parties to this agreements (BOR and Elected Advisory Boards) come to

an impasse on matters including but not limited to the amount of the administrative fee paid by the Branches to the Albuquerque Campus, the matter will go to a mutually agreed arbitrator who will render a decision binding to both parties. The Branches and the Albuquerque Campus will share arbitrations costs.

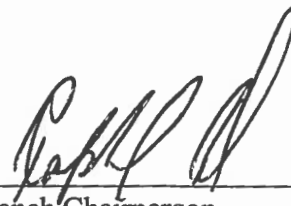
This Agreement has been reviewed, accepted, and approved as follows:

For the Board of Regents of  
The University of New Mexico

For the Advisory Board of  
The Branch Campus



\_\_\_\_\_  
UNM President



\_\_\_\_\_  
Branch Chairperson

11/30/2018

\_\_\_\_\_  
Date Signed

11/20/18

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Date Signed