



**NEW MEXICO STATE UNIVERSITY BOARD OF REGENTS  
SPECIAL MEETING  
May 31, 2023 at 1:00 PM**

The online meeting will be Webcast at the following address: <https://regents.nmsu.edu/regent-meetings/>

**Regents of New Mexico State University**

Chair Ammu Devasthali, Vice Chair Christopher T. Saucedo, Secretary/Treasurer Garrett Moseley, Dina Chacón-Reitzel, Deborah Romero

**Non-Voting Advisory Members** – ASNMSU President Citlalli Benitez, Faculty Senate Chair Gaylene Fasenko, Ph.D., Employee Council Chair Susanne Berger

**University Officials** – Interim Chancellor Jay Gogue, Ph.D., Provost Alan Shoho, Ph.D., General Counsel Roy Collins III, J.D.

**AGENDA**

- A. **Call to Order**, *Chairwoman Ammu Devasthali*
- B. **Approval of the Agenda**, *Chairwoman Ammu Devasthali*
- C. **Consent Items**, *Chairwoman Ammu Devasthali*
  - 1. **Joint Powers Agreement (JPA) between the New Mexico Department of Public Safety and New Mexico State University (Police Department)**, *NMSU Police Department Deputy Chief Justin Dunivan*
  - 2. **Posthumous Honorary Degree Proposal**, *Provost Alan Shoho*
  - 3. **Proposed Revisions to RPM 16.46**, *Chief Audit Officer Kenneth Glascock*
- D. **Action Items**, *Chairwoman Ammu Devasthali*
  - 1. **Operating Budget for Fiscal Year 2023-2024 (Las Cruces Campus Only)**, *Chief Budget Officer Kimberly G. Rumford*
- E. **Adjournment**, *Chairwoman Ammu Devasthali*



**Board of Regents Meeting**  
**May 31, 2023**  
**Agenda Item Cover Page**

**Agenda Item # C-1**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Justin Dunivan  
*Deputy Chief*  
*NMSU Police Department*

**Agenda Item:** Joint Powers Agreement (JPA) between the New Mexico Department of Public Safety and New Mexico State University (Police Department)

**Requested Action of the Board of Regents:** Approval of the Joint Powers Agreement (JPA) between the New Mexico Department of Public Safety and New Mexico State University (Police Department)

**Executive Summary:** The purpose of this Joint Powers Agreement (JPA) relates to the agreement between New Mexico State University and the New Mexico Department of Public Safety (NMDPS); and for NMDPS upon request to provide law enforcement assistance and additional security during special events on NMSU property. NMDPS is not appropriated sufficient funds to pay mileage, per diem and overtime expenses accumulated by NMDPS officers and communication specialists to assist with an NMSU event and would require compensation/reimbursement for their services. This JPA also outlines responsibilities and release of liability.

**References:**

This working partnership and previous Joint Powers Agreement has been on-going for numerous years and has significantly assisted us during large events on campus. The main focus/change is the hourly rate increase.

Please refer to the following attachments for review.

**Prior Approvals:**

Prior approval on 09/02/2022 by University staff members.

**JOINT POWERS AGREEMENT**  
**Between the**  
**NEW MEXICO DEPARTMENT OF PUBLIC SAFETY**  
**And the**  
**NEW MEXICO STATE UNIVERSITY**  
**23-790-4000-JPA00001**

**This JOINT POWERS AGREEMENT (JPA)** is made and entered pursuant to the Joint Powers Agreement Act, Section 11-1-1 *et. seq.*, NMSA 1978 between the **New Mexico State University**, hereinafter referred to as the “**NMSU**” and the **New Mexico Department of Public Safety**, hereinafter referred to as the “**NMDPS**”.

**JOINT POWERS TO BE EXERCISED:**

**WHEREAS** the Board of Regents of NMSU is authorized to create and employ such police officers as are necessary to protect lives and property on NMSU lands and facilities pursuant to NMSA 1978, §29-5-1.1 and § 29-5-2.

**WHEREAS** pursuant to NMSA 1978, §29-2-18 the chief and other members of the New Mexico Department of Public Safety, who, when duly commissioned and sworn under the provisions of Sections 29-2-1 through 29-2-29, NMSA 1978 will have the following powers and will perform the following duties:

1. They will be conservators of the peace within the state, with full power to apprehend, arrest and bring before the proper court all law violators within the state; and
2. Upon request of any officer or agency of the state charged with the duty of enforcing any law of the state, made to the New Mexico Department of Public Safety, State Police, one or more members of the New Mexico State Police, may be temporarily designated specifically to enforce the provisions of such law.

**COMMON POWER**

The common power to be exercised is the protection of life and property on NMSU lands.

**1. PURPOSE OF THE AGREEMENT**

NMSU and NMDPS enter into this JPA to provide assistance and additional security during special events on NMSU property. NMDPS is not appropriated sufficient funds to pay mileage, per diem and overtime expenses accumulated by NMDPS officers and communication specialists which will be required in order to provide these services. Therefore, the NMSU agrees to pay for those services as set forth herein.

2. **SCOPE OF WORK**

- A. NMDPS agrees to assign available manpower, as deemed necessary by NMDPS and mutually agreed to by both parties, to provide additional assistance and security during special events.
- B. NMDPS will provide the number of officers and/or supervisors as requested at events held on NMSU lands and facilities, dependent on available manpower.
- C. NMSU agrees to provide the equipment, office space and necessary parking spaces, as mutually agreed by the parties, necessary for NMDPS to provide the requested assistance and security services during the term of this agreement.
- D. Neither party will be responsible for liability incurred as a result of the other party's acts of omissions in the connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act, Section 41-4-1, et. seq., NMSA 1978 as amended.

3. **COMPENSATION**

- A. NMSU will pay to NMDPS at a rate of **Seventy dollars (\$75.00)** regular time and **Eighty-five dollars (\$85.00)** overtime per hour, per officer for a total amount not to exceed **Forty Thousand dollars (\$40,000.00)** per year to reimburse the officers, supervisors, and communication specialists for mileage, per diem, expenses, overtime expenses and related expenses incurred by the officers and communication specialists assigned. Sixteen minutes and forty-six minutes after the hour will be paid at the next half hour.
- B. Payment by NMSU will be made upon receipt of a certified statement detailing the overtime, mileage, per diem and related expenses incurred by NMDPS personnel, submitted by NMDPS on a quarterly basis. NMDPS will submit its statement to NMSU no later than the tenth of each month following the quarter for which services are being billed.
- C. Pursuant to NMSA 1978, Section 11-1-4, NMSU and NMDPS will be strictly accountable for all receipts and disbursements under this agreement. It is not anticipated that any property will be acquired as a result of this Agreement. If any property is acquired, upon termination of the Agreement, any property acquired will be returned to the party that purchased it, or in proportion to the contribution made, as appropriate under the circumstances. It is not anticipated that there will be any surplus monies; however, in the event after the completion of the

Agreement's purpose there are surplus monies on hand, they will be returned in proportion to the contributions made.

D. NMSU and NMDPS will review and revise compensation annually if necessary. Amendments will be in writing and signed by all parties. All financial obligations of the parties will be subject to sufficient appropriations to the obligated party by the New Mexico legislature. The sufficiency of funds will be determined by the obligated party.

4. **TERM**

This Agreement will not become effective until approved by the Department of Finance and Administration. This Agreement will terminate on **June 30, 2025**, unless terminated pursuant to Paragraph 5, *infra*.

5. **TERMINATION**

- A. Either party may terminate this agreement upon 60 days advance notice provided in writing to the other party.
- B. If either party fails to perform in the manner called for in the Agreement, the other party may terminate this Agreement for default by giving a written termination notice as provided in paragraph 13, below.
- C. If it is determined by NMSU that the NMDPS had an excusable reason for not performing, such as strike, fire, or flood, events which are not the fault of, or are beyond the control of the NMDPS, the NMSU, after setting up a new delivery or performance schedule, may allow the NMDPS to continue work, or treat the termination as a termination for convenience.
- D. Any notice of termination will state the effective date of the termination. The NMDPS will only be paid for services actually performed as specified in the Agreement.

6. **RECORDS AND AUDIT**

The NMDPS will permit the authorized representative of the NMSU, Department of Finance and Administration or State Auditor to inspect and audit all data and records of NMDPS relating to its performance under this Agreement until the expiration of three (3) years after final payment under this Agreement.

The periods of access and examination described above, for records which relate to 1) litigation of the settlement of claims arising out of the performance of this Agreement; or

2) costs and expenses of this Agreement as to which exception has been taken by the authorized representative, will continue until such appeals, litigation, claims, or exceptions have been eliminated.

7. **TORT CLAIMS ACT; PRIVILEGES AND IMMUNITIES, EXEMPTIONS, BENEFITS**

By entering into this agreement, neither party will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by federal, state, local or common law and the New Mexico Tort Claims Act. The department and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision in this agreement modifies and/or waives any provision of the New Mexico Tort Claims Act.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, workmen's compensation and other benefits which apply to the activity of officers, agents or employees of any such public agency when performing their respective functions within the territorial limits of their respective public agencies, will apply to them to the same extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of the Joint Powers Agreements Act, Sections 11-1-1 to 11-1-7, NMSA 1978.

8. **RELEASE**

The NMDPS, upon final payment of the amount due under this Agreement, acceptance of final payment of the amount due under this Agreement will operate as a release to NMSU, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement. The NMDPS agrees not to purport to bind the State of New Mexico, unless the NMDPS has express written authority to do so, and then only within the strict limits of that authority.

9. **CONFIDENTIALITY**

Any confidential information provided to or developed by the NMDPS in the performance of this Agreement will be kept confidential and will not be made available to any individual or organization, except as provided by the New Mexico Inspection of Public Records Act.

10. **AMENDMENT**

This Agreement incorporates all the agreement, 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, or the parties or their agents will be valid or enforceable unless embodied in this Agreement.

11. **APPLICABLE LAW**

This Agreement will be governed by the laws of the State of New Mexico.

12. **EQUAL OPPORTUNITY COMPLIANCE**

The NMDPS agrees to abide by all federal and state laws and rules and regulations pertaining to equal opportunity. In accordance with these laws and regulations issued pursuant thereto, the NMDPS agrees to assure that no person in the United States will, on the grounds of race, color, national origin, sex, age or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this contract. If the NMDPS is found to not be in compliance with these requirements during the life of this Agreement, NMDPS agrees to take appropriate steps to correct these deficiencies.

13. **NOTICE**

Any notice required to be given to either party by this Agreement will be in writing and will be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid or by hand delivery to the locations listed below. Notice given in accordance herewith will be effective upon receipt at the address of the addressee, as evidenced by the executed postal receipt or other receipt for delivery. For purposes of notice the addresses of the parties hereto will, until changed, be as follows:

**New Mexico State University**

Dan Arvizu, Chancellor  
New Mexico State University  
1780 E. University Ave.  
Las Cruces, NM 88003

**New Mexico Department of Public Safety**

Jason R. Bowie, Cabinet Secretary  
4491 Cerrillos Road  
PO Box 1628  
Santa Fe, NM 87507-1628

The parties hereto will have the right from time to time to change their respective addresses for purposes of notice hereunder to any other location within the United States by giving a notice to such effect in accordance with the provisions of this Section.

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**IN WITNESS WHEREOF, the foregoing Joint Powers Agreement between New Mexico State University and the New Mexico Department of Public Safety is approved:**

**NEW MEXICO STATE UNIVERSITY**

\_\_\_\_\_  
**Ammu Devasthali, Chair Member  
New Mexico State University**

\_\_\_\_\_  
**Date**

**Reviewed as to form and legal sufficiency**

  
\_\_\_\_\_  
**Roy Collins / Scott Field  
General Counsel / Associate General Counsel**

4-12-23

\_\_\_\_\_  
**Date**

**DEPARTMENT OF PUBLIC SAFETY**

\_\_\_\_\_  
**Jason R. Bowie  
Cabinet Secretary**

\_\_\_\_\_  
**Date**

**Reviewed as to form and legal sufficiency:**

\_\_\_\_\_  
**Elizabeth Trickey  
General Counsel**

\_\_\_\_\_  
**Date**

**This Agreement has been approved by: DEPARTMENT OF FINANCE AND ADMINISTRATION**

**BY:** \_\_\_\_\_  
**Office of the Secretary**

**Date:** \_\_\_\_\_



**Board of Regents Meeting**  
**Meeting Date: May 31, 2023**  
**Agenda Item Cover Page**

**Agenda Item # C-2**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Alan Shoho, Ph.D.  
Provost and Chief Academic Officer

**Agenda Item:** Posthumous Honorary Degree Proposal

**Requested Action of the Board of Regents:** Approval of a posthumous honorary Bachelor of Arts in Studio Art degree to be conferred to Ms. Emilia Rueda.

### **Executive Summary**

On October 11, the faculty of the Department of Art unanimously voted their approval to nominate Emilia Rueda for a posthumous BA degree in Studio Art. She was an excellent student, and had just started the upper-level classes, and displayed a keen eye for detail and technique as well as a strong conceptual and theoretical foundation. For these reasons, we strongly believe that she fulfills the criteria as laid out in ARP 5.50 of having "demonstrated compelling efforts". We strongly urge that NMSU award Emilia a posthumous degree.

### **References**

ARP 5.50 - <https://arp.nmsu.edu/5-50/>  
See attached letter of support

### **Prior Approvals**

May 8, 2023 – Provost and Chief Academic Officer  
May 8, 2023 – Dean of the College of Arts & Sciences  
October 17, 2022 – Faculty of the Department of Art



College of Arts and Sciences

Department of Art  
MSC 3572  
New Mexico State University  
P.O. Box 30001  
Las Cruces, NM 88003-8001  
575-646-1705, fax: 575-646-8036  
artdept@nmsu.edu  
artdepartment.nmsu.edu/

May 24, 2023

TO: Provost Alan Shoho

THROUGH: Dean Enrico Pontelli, Arts & Sciences

FROM: The Faculty of the Department of Art; Margaret Goehring, Head

RE: Nomination of Emilia Rueda for a posthumous degree: BA in Studio Art

On October 11, 2022 the faculty of the Department of Art unanimously voted their approval to nominate Emilia Rueda for a posthumous BA degree in Studio Art. She was an excellent student, and had just started the upper-level classes, and displayed a keen eye for detail and technique as well as a strong conceptual and theoretical foundation. For these reasons, we strongly believe that she fulfills the criteria as laid out in ARP 5.50 of having "demonstrated compelling efforts". We strongly urge that NMSU award Emilia a posthumous degree.

A handwritten signature in blue ink, reading "Margaret Goehring".



**Board of Regents Meeting  
May 31, 2023  
Agenda Item Cover Page**

**Agenda Item # C-3**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Kenneth Glascock  
*Chief Audit Officer*

**Agenda Item:** Proposed Revisions to RPM 16.46

**Requested Action of the Board of Regents:** Approval of the Proposed Revisions to RPM 16.46m as presented.

**Executive Summary:** The purpose of the proposed revisions to RPM 16.46 is to better define the advisory and consulting role of Internal Audit services in accordance with the Institute of Internal Auditors' Standards for the Professional Practice of Internal Auditing, in preparation for an anticipated peer review of NMSU's Audit Services Department. In addition, other changes reflect updated organizational structures.

**References:**  
See attached

**Prior Approvals:**  
Prior approval on 05/31/2023 by the Regents Audit and Risk Committee.



## 16.46 Auditors, Internal – Audit Services

 [rpm.nmsu.edu/16-46](http://rpm.nmsu.edu/16-46)

### A. Purpose

This policy establishes and authorizes Audit Services as the administrative unit tasked with performing internal audit functions, and reporting to the various NMSU components, The Regents Audit and Risk Committee (RARC) of the Board of Regents, and the **Vice Chancellor** and/or the Board of Regents. **RARC is responsible for the selection and periodic review of the Chief Audit Executive.**

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### B. Mission and Internal Audit Function

Audit Services provides university-wide, independent, objective assurance and consulting services designed to add value to, and improve university operations. It helps the university community accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control, and governance processes. Audit Services assists members of management in effectively carrying out their respective responsibilities by determining whether the organization's network of risk management, control and governance processes are adequate to ensure that:

1. Risks are appropriately identified and managed;
2. University policies and procedures, and external laws and regulations are followed;
3. Resources are acquired economically, used efficiently, and are adequately protected;
4. Significant financial, managerial and operational information is accurate and reliable;
5. Program objectives are achieved and are consistent with university objectives.

## C. Authority

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The internal audit staff is authorized full, free and unrestricted access to all university records in any form; to all facilities and real estate; and to all personnel relevant to an audit. With approval from the NMSU affiliated organization, internal audit staff may review records of affiliated organizations in conjunction with a specific university audit. Internal audit staff is correspondingly responsible for handling documents and information obtained in a prudent and ethical manner.

## D. Neutrality

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Internal auditors will avoid participating in activities that might reasonably appear to compromise their independence or objectivity. They will have no direct responsibility or authority over any of the operating activities examined, and their review does not relieve operating personnel of their responsibilities.

## E. Internal Audit Duties

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**The chief audit executive and staff of Audit Services have responsibility to:**

1. Develop a flexible annual audit plan using appropriate risk-based methodology, including concerns identified by management, and submit the plan to the RARC for review and approval;
2. Operate in accordance with the International Standards for the Professional Practice of Internal Auditing and the Code of Ethics of the Institute of Internal Auditors;
3. Provide audit reports and memoranda that contain reasonable and cost-effective recommendations for control issues identified, and facilitate the resolution of audit issues with appropriate managers;
4. Suggest the need for policies and procedures where appropriate, or changes to existing policies and procedures;
5. Perform appropriate assurance, advising, and consulting services defined as services intended to add value and improve governance, risk management, and control processes, and to assist management in meeting its strategic objectives without making management decisions or assuming management responsibility.

6. Assist in the investigation of significant suspected fraudulent activities within the university;

7. The chief audit executive serves as an ex officio member of the Administrative Council.

## F. Reporting Structure

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In order to maintain independence, the staff of Audit Services reports to the chief audit executive, who reports administratively to the Vice-Chancellor and functionally to the RARC and/or the Board of Regents. The chief audit executive shall meet with the RARC periodically, as outlined in the RARC Charter (See Appendix 1 – C) and will present an annual report on the activities and operations of the department.

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## G. Scheduling Audit Projects and Reporting Results

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With the exception of emergency audits and those requiring an element of surprise, audit clients will receive advance notice of planned audits and Audit Services staff will make reasonable efforts to accommodate client needs in terms of scheduling.

1. Audits involving suspected fraudulent activities are processed differently from other internal audits, so as not to compromise a police investigation or personnel action.
2. At the conclusion of an audit project, the chief audit executive will issue a formal report or audit memorandum to the audit client and appropriate members of senior management.
3. On an annual basis or as time permits, Audit Services staff will perform a follow-up on formal recommendations included in audit reports and memoranda. Follow-up reports will summarize the status of audit issues and any actions taken by management to resolve the issues. Any items not resolved at the conclusion of a second follow-up, will be referred to the Vice-Chancellor and to the RARC for resolution.

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Results of audit work are shared with the RARC and with the Board of Regents on an annual basis, or more often if appropriate.



## Details

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**Scope:** NMSU System

**Source:** RPM Title 16 | Safety and Risk Management

**Policy Administrator:** Chief Audit Executive

**Last Updated:** 07/23/2007

## Related

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**Cross-Reference:**

**Revision History:**

Recompiled 2017, formerly Policy 2.11

07/23/2007 Amendment approved by Board of Regents

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**Board of Regents Meeting**  
**Meeting Date: May 31, 2023**  
**Agenda Item Cover Page**

**Agenda Item # D-1**

- Action Item
- Consent Item
- Informational Item

**Presented By:** Kimberly G. Rumford Ph.D.  
Chief Budget Officer

**Agenda Item:**

Operating Budget for Fiscal Year 2023-2024 (Las Cruces Campus Only)

**Requested Action of the Board of Regents:**

Approval of the Las Cruces campus Operating Budget for Fiscal Year 2023-2024

**Executive Summary:**

As part of the annual budget process, the University prepares original budgets for the upcoming fiscal year. Operating budget for fiscal year 2024 for the Las Cruces campus:

Campus	Total Expenditures
Las Cruces	\$ 708,330,253

**References:**

N/A

**Prior Approvals:**

N/A

# Operating Budget for FY2023-2024

BOARD OF REGENTS  
MAY 31, 2023

Kimberly G. Rumford, Ph.D.  
Chief Budget Officer



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**New Mexico State University**

**New Mexico Higher Education Department  
Budget Approval Form  
FY 2023-2024  
New Mexico State University**

		UNRESTRICTED EXPENDITURES	RESTRICTED EXPENDITURES	TOTAL EXPENDITURES
<b>LAS CRUCES CAMPUS</b>	CURRENT FUNDS	\$ 392,725,659	\$ 246,533,573	\$ 639,259,232
	PLANT FUNDS	69,071,021	N/A	69,071,021
	<b>TOTAL</b>	<b>\$ 461,796,680</b>	<b>\$ 246,533,573</b>	<b>\$ 708,330,253</b>

<b>ALAMOGORDO CAMPUS</b>	CURRENT FUNDS	\$ 11,053,877	\$ 3,832,371	\$ 14,886,248
	PLANT FUNDS	4,968,408	N/A	4,968,408
	<b>TOTAL</b>	<b>\$ 16,022,285</b>	<b>\$ 3,832,371</b>	<b>\$ 19,854,656</b>

Approved on  
5/11/2023

<b>DOÑA ANA CAMPUS</b>	CURRENT FUNDS	\$ 48,188,973	\$ 27,667,099	\$ 75,856,072
	PLANT FUNDS	28,866,062	N/A	28,866,062
	<b>TOTAL</b>	<b>\$ 77,055,035</b>	<b>\$ 27,667,099</b>	<b>\$ 104,722,134</b>

Approved on  
5/11/2023

<b>GRANTS CAMPUS</b>	CURRENT FUNDS	\$ 6,407,719	\$ 2,598,964	\$ 9,006,683
	PLANT FUNDS	5,266,705	N/A	5,266,705
	<b>TOTAL</b>	<b>\$ 11,674,424</b>	<b>\$ 2,598,964</b>	<b>\$ 14,273,388</b>

Approved on  
5/11/2023

<b>SUMMARY EXPENDITURES</b>	CURRENT FUNDS	\$ 458,376,228	\$ 280,632,007	\$ 739,008,235
	PLANT FUNDS	108,172,196	N/A	108,172,196
	<b>TOTAL</b>	<b>\$ 566,548,424</b>	<b>\$ 280,632,007</b>	<b>\$ 847,180,431</b>

# Las Cruces Campus



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# NMSU - Las Cruces Campus S&U

Sources	Original Budget Approved FY 2022-2023				Original Budget Proposed FY 2023-2024			% Change	
	Unrestricted	Restricted	Total		Unrestricted	Restricted	Total		
Tuition & Fees	\$ 110,466,868	\$ -	\$ 110,466,868	19.2%	\$ 115,752,854	\$ -	\$ 115,752,854	17.7%	4.8%
Federal Appropriations	-	4,962,000	4,962,000	0.9%	-	6,250,000	6,250,000	1.0%	26.0%
State Appropriations	202,282,100	-	202,282,100	35.1%	226,070,600	-	226,070,600	34.6%	11.8%
Local Appropriations	-	2,500,000	2,500,000	0.4%	-	2,650,000	2,650,000	0.4%	6.0%
Govt Grants & Contracts	134,000	169,084,770	169,218,770	29.4%	134,000	214,592,281	214,726,281	32.9%	26.9%
Private Gifts, Grants & Contracts	19,000	17,001,739	17,020,739	3.0%	5,000	18,496,292	18,501,292	2.8%	8.7%
Sales & Services	29,117,143	-	29,117,143	5.1%	23,070,813	145,000	23,215,813	3.6%	-20.3%
Indirect Cost Recoveries	16,252,100	-	16,252,100	2.8%	18,068,100	-	18,068,100	2.8%	11.2%
Other	21,282,240	3,281,000	24,563,240	4.3%	23,157,415	4,400,000	27,557,415	4.2%	12.2%
<b>Total</b>	<b>\$ 379,553,451</b>	<b>\$ 196,829,509</b>	<b>\$ 576,382,960</b>	<b>100%</b>	<b>\$ 406,258,782</b>	<b>\$ 246,533,573</b>	<b>\$ 652,792,355</b>	<b>100%</b>	<b>13.3%</b>

Uses	Original Budget Approved FY 2022-2023				Original Budget Proposed FY 2023-2024			% Change	
	Unrestricted	Restricted	Total		Unrestricted	Restricted	Total		
Instruction & General	\$ 208,262,155	\$ 8,039,800	\$ 216,301,955	37.1%	\$ 234,471,275	\$ 20,711,000	\$ 255,182,275	38.8%	18.0%
Research	39,509,389	79,456,834	118,966,223	20.4%	42,662,859	80,520,305	123,183,164	18.7%	3.5%
Public Service	25,389,519	31,110,640	56,500,159	9.7%	28,365,173	33,590,768	61,955,941	9.4%	9.7%
Student Aid	21,662,486	72,276,916	93,939,402	16.1%	22,212,486	105,275,800	127,488,286	19.4%	35.7%
Auxiliary	21,789,045	112,700	21,901,745	3.8%	16,796,258	111,300	16,907,558	2.6%	-22.8%
Athletics	20,821,057	1,548,619	22,369,676	3.8%	23,882,136	1,715,000	25,597,136	3.9%	14.4%
NMDA	22,360,940	4,153,400	26,514,340	4.5%	20,191,179	4,469,300	24,660,479	3.8%	-7.0%
Net Transfers	20,882,263	-	20,882,263	3.6%	17,910,511	-	17,910,511	2.7%	-14.2%
Other	6,008,947	130,600	6,139,547	1.1%	4,144,293	140,100	4,284,393	0.7%	-30.2%
<b>Total</b>	<b>\$ 386,685,801</b>	<b>\$ 196,829,509</b>	<b>\$ 583,515,310</b>	<b>100%</b>	<b>\$ 410,636,170</b>	<b>\$ 246,533,573</b>	<b>\$ 657,169,743</b>	<b>100%</b>	<b>12.6%</b>



**Las Cruces Campus - Unrestricted Current Funds**  
**Expenditure Categories for Instruction and General**  
**FY2024 Proposed and FY2023 Approved Budgets**

<b>Expenditure Category</b>	<b>Operating Budget 2022-2023</b>	<b>Percent of Total</b>	<b>Operating Budget 2023-2024</b>	<b>Percent of Total</b>	<b>Dollar Change</b>	<b>Percent Change</b>
Faculty Salaries	\$ 58,814,551	28.24%	\$ 63,162,143	26.94%	\$ 4,347,592	7.39%
Professional Salaries	30,970,959	14.87%	34,575,429	14.75%	3,604,470	11.64%
Support Staff Salaries	13,453,332	6.46%	16,150,783	6.89%	2,697,451	20.05%
GA/TA, Student Salaries	11,846,773	5.69%	11,809,690	5.04%	(37,083)	-0.31%
Other Salaries	256,336	0.12%	26,336	0.01%	(230,000)	-89.73%
<b>Subtotal Salaries</b>	<b>115,341,951</b>	<b>55.38%</b>	<b>125,724,381</b>	<b>53.63%</b>	<b>10,382,430</b>	<b>9.00%</b>
Fringes	44,007,977	21.13%	48,024,733	20.48%	4,016,756	9.13%
<b>Subtotal Salaries and Fringe</b>	<b>159,349,928</b>	<b>76.51%</b>	<b>173,749,114</b>	<b>74.11%</b>	<b>14,399,186</b>	<b>9.04%</b>
Travel	-	0.00%	-	0.00%	-	N/A
Utilities	7,731,368	3.71%	10,731,368	4.58%	3,000,000	38.80%
Supplies and Expenses	26,516,542	12.74%	35,635,542	15.21%	9,119,000	34.39%
Computer Services	12,619,820	6.06%	14,232,086	6.07%	1,612,266	12.78%
Unallocated	16,428,927	7.89%	15,428,585	6.58%	(1,000,342)	-6.09%
Less Institutional Support	(9,884,356)	-4.75%	(10,813,412)	-4.61%	(929,056)	9.40%
Less Plant O&M	(4,500,074)	-2.16%	(4,492,008)	-1.92%	8,066	-0.18%
<b>Subtotal Other</b>	<b>48,912,227</b>	<b>23.49%</b>	<b>60,722,161</b>	<b>25.91%</b>	<b>11,809,934</b>	<b>24.15%</b>
<b>Total Expenditures</b>	<b>\$ 208,262,155</b>	<b>100.00%</b>	<b>\$ 234,471,275</b>	<b>100.02%</b>	<b>\$ 26,209,120</b>	<b>12.58%</b>

# Supplemental Information



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# NMSU

## Fiscal Year 2024 Original Budget Las Cruces I&G (Unrestricted and Restricted)

Instruction and General	FY 2024 Original Budget	FY 2024 Original Budget	FY 2024 Original Budget
	Unrestricted	Restricted	Total
<b>REVENUES</b>			
Tuition and Fees	\$ 101,375,789		\$ 101,375,789
State Appropriations	\$ 158,456,700		\$ 158,456,700
Grants & Contracts	\$ 134,000	\$ 20,711,000	\$ 20,845,000
Endowment/Land & Permanent Income	\$ 3,397,136		\$ 3,397,136
Sales & Services	\$ 532,500		\$ 532,500
Other	\$ 19,702,200		\$ 19,702,200
<b>Total Revenue</b>	<b>\$ 283,598,325</b>	<b>\$ 20,711,000</b>	<b>\$ 304,309,325</b>
<b>EXPENDITURES</b>			
Instruction	\$ 134,740,799	\$ 18,918,800	\$ 153,659,599
Academic Support	\$ 27,827,582	\$ 1,281,300	\$ 29,108,882
Student Services	\$ 18,404,866	\$ 289,000	\$ 18,693,866
Institutional Support	\$ 27,576,625	\$ 221,400	\$ 27,798,025
Plant O&M	\$ 25,921,403	\$ 500	\$ 25,921,903
<b>Total Expenditures</b>	<b>\$ 234,471,275</b>	<b>\$ 20,711,000</b>	<b>\$ 255,182,275</b>

# Global Campus

Draft v5.23.2023	Global Campus	
	FY23	FY24
<b><u>Funding</u></b>		
I&G salary budget		733,894
I&G fringes		264,202
I&G operating budget	50,575	50,575
Revenue allocation (FY24 incremental amount)		3,600,000
Other one-time funding		
I&G nonrecurring funds (carry forward)	1,000,000	4,492,872
HEERF IDC	540,000	3,360,000
Digital Learning budget allocation	581,302	
State one-time funding (\$10.5M)	3,360,000	7,140,000
<b>Total Funding</b>	<b>5,531,877</b>	<b>19,641,543</b>
<b><u>Expenses</u></b>		
Compensation	2,872,233	12,315,810
Travel	13,000	30,000
Other supplies/services	61,100	225,000
Scholarships	-	200,000
College incentives (10%)		1,500,000
Institutional support		
Marketing & web services	2,250,000	4,800,000
Other contracts	335,544	570,733
<b>Total Expenses</b>	<b>5,531,877</b>	<b>19,641,543</b>
<b>Net</b>	<b>-</b>	<b>-</b>

## Las Cruces Campus - Current Funds (Unrestricted and Restricted)

### Expenditure Categories for Research

FY2024 Proposed and FY2023 Approved Budgets

Expenditure Category	Operating Budget 2022-2023	Percent of Total	Operating Budget 2023-2024	Percent of Total	Dollar Change	Percent Change
Faculty Salaries	\$ 11,042,698	9.27%	\$ 12,420,974	10.09%	\$ 1,378,276	12.48%
Professional Salaries	22,945,154	19.29%	19,570,847	15.89%	(3,374,307)	-14.71%
Support Staff Salaries	5,168,924	4.34%	5,251,583	4.26%	82,659	1.60%
GA/TA, Student Salaries	10,451,816	8.79%	10,640,676	8.64%	188,860	1.81%
Other Salaries	283,848	0.24%	794,084	0.64%	510,236	179.76%
<b>Subtotal Salaries</b>	<b>49,892,440</b>	<b>41.93%</b>	<b>48,678,164</b>	<b>39.52%</b>	<b>(1,214,276)</b>	<b>-2.43%</b>
Fringes	15,867,948	13.34%	14,737,532	11.96%	(1,130,416)	-7.12%
<b>Subtotal Salaries and Fringe</b>	<b>65,760,388</b>	<b>55.27%</b>	<b>63,415,696</b>	<b>51.48%</b>	<b>(2,344,692)</b>	<b>-3.57%</b>
Travel	1,699,492	1.43%	2,672,254	2.17%	972,762	57.24%
Utilities	598,000	0.50%	630,400	0.51%	32,400	5.42%
Supplies and Expenses	46,166,232	38.81%	50,742,462	41.19%	4,576,230	9.91%
Institutional Support Charges	3,135,256	2.64%	3,592,312	2.92%	457,056	14.58%
Plant O&M Charges	50,355	0.04%	41,015	0.03%	(9,340)	-18.55%
Equipment	1,556,500	1.31%	2,089,025	1.70%	532,525	34.21%
<b>Subtotal Other</b>	<b>53,205,835</b>	<b>44.73%</b>	<b>59,767,468</b>	<b>48.52%</b>	<b>6,561,633</b>	<b>12.33%</b>
<b>Total Expenditures</b>	<b>\$ 118,966,223</b>	<b>100.00%</b>	<b>\$ 123,183,164</b>	<b>100.00%</b>	<b>\$ 4,216,941</b>	<b>3.54%</b>

## Las Cruces Campus - Current Funds (Unrestricted and Restricted)

### Expenditure Categories for Public Service

FY2024 Proposed and FY2023 Approved Budgets

Expenditure Category	Operating Budget 2022-2023	Percent of Total	Operating Budget 2023-2024	Percent of Total	Dollar Change	Percent Change
Faculty Salaries	\$ 10,014,921	17.73%	\$ 10,736,958	17.33%	\$ 722,037	7.21%
Professional Salaries	10,064,453	17.81%	10,576,550	17.07%	512,097	5.09%
Support Staff Salaries	4,436,493	7.85%	5,794,277	9.35%	1,357,784	30.60%
GA/TA, Student Salaries	2,704,611	4.79%	2,638,120	4.26%	(66,491)	-2.46%
Other Salaries	314,386	0.56%	222,969	0.36%	(91,417)	-29.08%
<b>Subtotal Salaries</b>	<b>27,534,864</b>	<b>48.74%</b>	<b>29,968,874</b>	<b>48.37%</b>	<b>2,434,010</b>	<b>8.84%</b>
Fringes	9,063,953	16.04%	9,505,998	15.34%	442,045	4.88%
<b>Subtotal Salaries and Fringe</b>	<b>36,598,817</b>	<b>64.78%</b>	<b>39,474,872</b>	<b>63.71%</b>	<b>2,876,055</b>	<b>7.86%</b>
Travel	1,281,984	2.27%	1,392,716	2.25%	110,732	8.64%
Utilities	108,328	0.19%	80,800	0.13%	(27,528)	-25.41%
Supplies and Expenses	17,380,344	30.77%	19,844,904	32.04%	2,464,560	14.18%
Institutional Support Charges	870,500	1.54%	940,700	1.52%	70,200	8.06%
Plant O&M Charges	72,186	0.13%	71,949	0.12%	(237)	-0.33%
Equipment	188,000	0.33%	150,000	0.24%	(38,000)	-20.21%
<b>Subtotal Other</b>	<b>19,901,342</b>	<b>35.23%</b>	<b>22,481,069</b>	<b>36.30%</b>	<b>2,579,727</b>	<b>12.96%</b>
<b>Total Expenditures</b>	<b>\$ 56,500,159</b>	<b>100.01%</b>	<b>\$ 61,955,941</b>	<b>100.01%</b>	<b>\$ 5,455,782</b>	<b>9.66%</b>

**NEW MEXICO HIGHER EDUCATION DEPARTMENT**  
**Budget Approval Form**  
**FY 2024 (Academic Year 2023-2024)**

INSTITUTION: New Mexico State University - Main Campus

<b>EXPENDITURES</b>			
	<b>UNRESTRICTED</b>	<b>RESTRICTED</b>	<b>TOTAL</b>
<b>CURRENT FUNDS</b>	\$392,725,659	\$246,533,573	\$639,259,232
<b>PLANT FUNDS</b>	\$69,071,021	N/A	\$69,071,021
<b>TOTAL</b>	\$461,796,680	\$246,533,573	\$708,330,253

**Amounts must agree with Exhibit 1 of the Operating Budget.**

This operating budget is submitted in accordance with Article 5, Section 9, of the Constitution of New Mexico and Section 21-1-26 NMSA 1978. All information herein stated is true and correct to the best of my knowledge and belief.

**Approved by Governing Board:**

\_\_\_\_\_  
 Chair \_\_\_\_\_  
Date

**Approved by New Mexico Higher Education Department:**

\_\_\_\_\_  
 NMHED Analyst \_\_\_\_\_  
Date

\_\_\_\_\_  
 NMHED Cabinet Secretary or Designee \_\_\_\_\_  
Date

**Approved by Department of Finance & Administration:**

\_\_\_\_\_  
 State Budget Division Analyst \_\_\_\_\_  
Date

\_\_\_\_\_  
 State Budget Division Director \_\_\_\_\_  
Date

\_\_\_\_\_  
 Cabinet Secretary \_\_\_\_\_  
Date