



College of Health and Social Services

Office of the Dean

MSC 3446

New Mexico State University

P.O. Box 30001

Las Cruces, NM 88003-8001

575-646-3526, fax: 575-646-6166

December 21, 2011

Gadsden Independent School District
Attn: Efren Yturralde, Superintendent
P.O. Drawer 70
Anthony, NM 88021

Re: School of Nursing Agreement

Please find enclosed two originals of the Memorandum of Agreement to Continue the Contract for the Affiliation Agreement between Gadsden Independent School District and the College of Health and Social Services on behalf of its School of Nursing.

Upon obtaining the authorized signatures as required, please return both originals for our signature. A fully executed copy will then be mailed to you for your files.

Please do not hesitate to contact this office if you have any questions or concerns at (575) 646-3526.

Thank you,

A handwritten signature in cursive script that reads "Donna L. Wagner/nf".

Donna L. Wagner, PhD
Associate Dean for Academic Affairs
College of Health and Social Services

DLW/nf



College of Health and Social Services

School of Nursing
MSC 3185
New Mexico State University
P.O. Box 30001
Las Cruces, NM 88003-8001
575-646-3812, fax: 575-646-2167

MEMORANDUM OF AGREEMENT TO CONTINUE THE CONTRACT FOR THE AFFILIATION AGREEMENT

DATE: December 16, 2011
TO: Efren Yturralde, Superintendent
Gadsden Independent School District
FROM: NMSU School of Nursing

This is a memorandum of agreement to continue the present contract with Gadsden Independent School District, to provide clinical experiences for students enrolled in the School of Nursing at New Mexico State University's School of Nursing. Per Article 3.B of the agreement, the terms will remain in place without change at this time. A copy of the original agreement that was signed is enclosed.

If you have questions regarding this memorandum, please contact the School of Nursing at (575) 646-2041.

Handwritten signature of Pamela Schultz and date 12/19/11
Pamela Schultz, PhD, RN
Director /Associate Dean
NMSU School of Nursing

Signature line for Efren Yturralde
Efren Yturralde
Superintendent
Gadsden Independent School District

New Mexico State University

Dr. Donna Wagner
Associate Dean for Academic Affairs
College of Health and Social Services



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[Handwritten signature of Pamela Schultz] 12/19/11
Pamela Schultz, PhD, RN Date
Director /Associate Dean
NMSU School of Nursing

Efren Yturralde Date
Superintendent
Gadsden Independent School District

New Mexico State University

Dr. Donna Wagner Date
Associate Dean for Academics Affairs
College of Health & Social Services

Affiliation Agreement
Between the
Board of Regents of New Mexico State University
And
Gadsden Independent School District

It is mutually agreed between the Regents of New Mexico State University on behalf of its Department of Nursing, hereinafter known as the "Nursing Program" and Gadsden Independent School District, hereinafter known as the "Agency" that nursing students will participate in a clinical/practicum nursing experience with the Agency.

1. Nursing Program agrees to:

- A. Provide a faculty member who will act as a liaison and confer with students.
- B. Provide concurrent instruction in theory and techniques according to course descriptions as listed in the New Mexico State University catalog.
- C. Consult with Agency personnel in planning student experience.
- D. Carry adequate malpractice insurance for the protection of nursing students as provided by the New Mexico Risk Management Division, Department of Finance and Administration during the performance of duties in this program.
- E. Notify nursing students of the following responsibilities:
 1. Advising the nursing faculty and the agency in advance of any plans for changes in hours or days with regard to their scheduled clinical/practicum experience.
 2. The Nursing Program may withdraw a student whose progress, achievement, or adjustment does not justify his/her continuance in the program as determined by the Nursing Program and Agency.
 3. School will notify the student(s) that they are encouraged to purchase personal medical/health insurance before being placed in their clinical rotation and if they choose not to carry such coverage, that it is the student's personal responsibility to pay for any medical costs they may incur for any health risk that might result from their participation under this agreement.

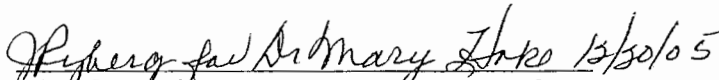
2. Agency agrees to:

- A. Provide the opportunity for nursing students to observe and assist in health care as provided by agency personnel.
- B. Consult the nursing faculty liaison regarding any problems associated with the students.
- C. Retain primary responsibility for client care.

3. It is mutually agreed:

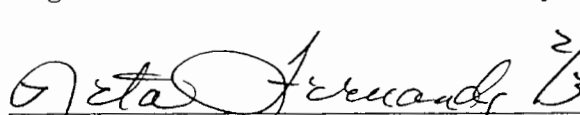
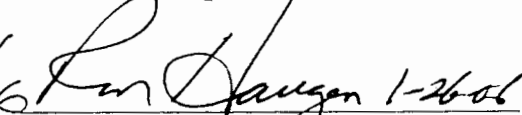
- A. This agreement shall be for a term of three years commencing December 19, 2005 and shall thereafter be deemed renewed for like successive three-year terms, unless otherwise terminated as specified herein.
- B. This agreement shall be reviewed every three years. Review will constitute a letter or memorandum from the Nursing Program of intent to continue the agreement that will be signed and dated by both parties. If after review both parties agree to extend the period of performance without changing any of the remaining terms and conditions, an authorized representative of the Nursing Program may endorse the review.
- C. If either party wishes to withdraw or alter the Affiliation Agreement, it is agreed that notice of at least one semester (16 weeks) will be given and students enrolled in the program at the time of notice shall be given an opportunity to complete the program.
- D. As between the parties, each party will be solely responsible for liability arising from personal injury, including death, or damage to property arising from the act of failure to act of the respective party or of its officials, agents and employees pursuant to this Agreement. The liability of each party shall be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 et seq., N.M.S.A. 1978, and of any amendments thereto.

NMSU Department of Nursing


Mary M. Hoke Date
Academic Department Head

Regents of New Mexico State University

Gadsden Independent School District

 
Robert J. Czerniak Date Ron Haußen Date
Assistant Vice President of Grants and Contracts Superintendent