

**AMENDMENT NUMBER 2**

**THIS AMENDMENT** is entered into this 27th day of February, 2012 by and between Gadsden Independent School District, hereinafter called "the Agency", and the Board of Regents of New Mexico State University on behalf of the Department of Special Education/Communication Disorders, hereinafter referred to as "the University."

**WITNESSETH:**

**WHEREAS** the parties hereto entered into an agreement dated August 15<sup>th</sup>, 2005 to provide a training site for students enrolled in the Special Education/Communication Disorders Program and,

**WHEREAS** the parties desire to continue said agreement and,

**THEREFORE** the parties hereby agree to amend the aforementioned agreement,

**ARTICLE 16: TERM is hereby amended to read as follows:**

- A. This agreement will be in effect from August 15<sup>th</sup>, 2011 for a period of 3 years and shall thereafter be deemed renewed for like successive three-year terms, utilizing an amendment executed by both parties' authorized representative, unless otherwise terminated as specified herein. Each party will have the opportunity to review the agreement and incorporate necessary changes to the agreement in the amendment.
- B. 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.

All other terms and conditions of the agreement shall remain unchanged.

THE REGENTS OF NEW MEXICO  
STATE UNIVERSITY

GADSDEN INDEPENDENT  
SCHOOL DISTRICT

\_\_\_\_\_  
Juanita Hannan  
Director, ERB

\_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**ADDENDUM NUMBER 1**

**THIS ADDENDUM** is entered into this 1st day of July, 2008 by and between Gadsden Independent School District, hereinafter called "the Agency", and the Board of Regents of New Mexico State University on behalf of the Department of Special Education/Communication Disorders, hereinafter referred to as "the University."

**WITNESSETH:**

**WHEREAS** the parties hereto entered into an agreement dated August 15, 2005 to provide a training site for students enrolled in the Special Education/Communication Disorders Program and,

**WHEREAS** the parties desire to continue said agreement and,

**THEREFORE** the parties hereby agree to amend the aforementioned agreement,

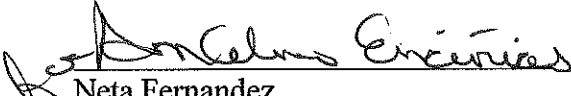
**ARTICLE 16: TERM is hereby amended to read as follows:**


- A. This agreement will be in effect from August 15, 200<sup>6</sup>~~5~~, for a period of 3 years and shall thereafter be deemed renewed for like successive three-year terms, utilizing an amendment executed by both parties' authorized representative, unless otherwise terminated as specified herein. Each party will have the opportunity to review the agreement and incorporate necessary changes to the agreement in the amendment.
- B. 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.

All other terms and conditions of the agreement shall remain unchanged.

THE REGENTS OF NEW MEXICO  
STATE UNIVERSITY

GADSDEN INDEPENDENT SCHOOL  
DISTRICT

  
\_\_\_\_\_  
Neta Fernandez  
Director of Grants and Contracts

  
\_\_\_\_\_  
Cynthia Nava  
Superintendent

8/19/08  
\_\_\_\_\_  
DATE

8-14-08  
\_\_\_\_\_  
DATE

**AFFILIATION AGREEMENT**  
**between**  
**THE REGENTS OF NEW MEXICO STATE UNIVERSITY**  
**and**  
**GADSDEN INDEPENDENT SCHOOL DISTRICT**

This agreement is entered into by and between The Regents of the New Mexico State University, hereinafter called "the University," on behalf of the Department of Special Education/Communication Disorders, and Gadsden Independent School District, hereinafter called "the Agency."

WITNESSETH, the University and the Agency wish to affiliate with one another for the provision of clinical experiences for students involved in the Communication Disorders Program. In addition to classroom instruction, the program consists of clinical experiences conducted in actual patient care or patient service facilities. In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RESPONSIBILITIES OF THE UNIVERSITY The University will assume full responsibility for the planning of the educational program, including programming, administration, matriculation, promotion, and graduation.
2. RECORDS The University will keep all records and reports on students' clinical experiences for a period of at least three years.
3. SCHEDULE OF STUDENT ASSIGNMENTS The University will plan with the Agency, in advance, its schedule of student assignments to clinical areas, including dates and number of students.
4. STUDENT CONFIDENTIALITY AND COMPLIANCE The University assumes responsibility that assigned students will comply with all rules and regulations of the Agency, including recognition of the confidential nature of information on patients and their records.
5. PERFORMANCE OBJECTIVES The University will provide a copy of the performance objectives for clinical experiences. The Agency, together with the University, will make arrangement for evaluating clinical experiences.
6. INDEMNIFICATION The University agrees to be responsible for the negligent actions or omissions of its faculty or students for any and all liability, claims, damages, lawsuits, including costs and expenses of defending, which may arise as a result of negligent actions or inactions of students and faculty participating in this program to the extent permitted by the provisions of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978.
7. INSURANCE AND INDEMNIFICATION The Agency will not be liable to any student, instructor, or any other person affiliated with the program or employed by the University or its agencies or branches in connection therewith, nor to any person making claim on behalf of such student, instructor or other persons, for any injury, death or damage to the persons or property of such student, instructor or other person arising from any cause whatsoever during the scheduled training with the Agency when such student, instructor or other person is participating in training in connection with the program unless injury, death or damage to the person or property is caused by the negligent acts of the Agency.

The Agency will indemnify and save harmless the University from any and all claims, losses, liabilities, costs and expenses, including attorney's fees, arising in whole or in part out of any negligent act or omission of any clinical supervisor, speech-language pathologist, audiologist, or other employee of the Agency.

8. LIABILITY INSURANCE The University will provide evidence of liability insurance coverage or of financial responsibility acceptable to the Agency, as assurance of its accountability for any such losses, claims, liabilities, or expenses prior to the date that any students begin participating in the program. Such insurance shall be to the extent provided by the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, and any amendment thereto. In addition, the University will inform its students and faculty assigned to the Agency of the need to provide evidence of professional liability insurance coverage of not less than \$1,000,000 per occurrence.
9. OCCUPATIONAL EXPOSURE POLICY PLAN BLOOD BORNE PATHOGEN STANDARD The University will assure that an occupation exposure policy, as defined by OSHA, is in place and that the exposure control plan developed by the University meets OSHA requirements.
10. IMMUNIZATIONS The University will ensure that all students and/or instructors participating in the program will be properly immunized and will have received certain health screening examinations, prior to the students and/or instructors beginning their rotation with the Agency. Such immunizations and/or test shall include at least the following:

A Mantoux 5TU Tuberculin Skin Test with the reading documented in millimeter (mm) of induration, within the previous year;

The Agency will have the right to review any records related to this item which are kept by the University at any time in its discretion. Any such review will be coordinated by and between representatives of the University and the Agency, and will be scheduled in such a manner as to not disrupt the normal activities of the University.
11. STUDENT RESPONSIBILITY The students, when assigned to the Agency for clinical and/or observation experiences, are responsible to the Agency and will be instructed that they are not to provide any patient care activities without the specific instruction of the Agency.
12. STUDENT EXCLUSION The Agency will have the right, in their sole discretion, to exclude any individual at any time from any clinical area. Students and University personnel will promptly, and without protest, leave a clinical area whenever they are requested to do so by the University.
13. SUPERVISORS If requested by the University, the agency will provide qualified clinical supervisors for students. Supervisors will be clinical resource persons for students, faculty and/or faculty extenders in the clinical setting. The University will provide a Supervision Handbook that delineates supervisors' responsibilities. Supervisors must hold the Certificate of Clinical Competence from the American Speech-Language-Hearing Association in their specialty area (speech-language pathology and/or audiology) and licensure from the New Mexico Regulation and Licensing Department (Speech Pathology and Audiology, Hearing Aid Dispensing Board) or the licensing department in their state of employment. Supervisors will provide documentation to the University to establish currency of certification and licensure.
14. INDIVIDUAL CONTRACTOR LICENSURE The Agency will provide the University with verification that they are licensed by state and federal bodies, as applicable to the Agency.
15. NON-DISCRIMINATION Neither the Agency nor the University will discriminate against any person because of the race, color, religion, national origin, age, sex, sexual preference, ancestry, or handicap.
16. TERM This agreement will be in effect from August 15, 2005, and will be ongoing for a period of 3 years subject to annual review by the Agency and University. This agreement may be terminated by either party by providing thirty (30) days written notice of intent to terminate.

17. NOTICES Any notice required or permitted to be sent from one party to the other will be sent to the following addresses:

If to the Agency: *Selma R. Nevarez, Director of SPED*  
~~Judy Salamon, Lead SEP~~

Gadsden Independent School District  
P.O. Drawer 70  
Anthony, NM 88021  
~~915-497-1561~~ 882-6201 (505)

If to the University: Connie E. Stout, Ph.D. or Stephen S. Farmer, Ph.D.

NMSU Department of Special Education/Communication Disorders  
MSC 3SPE, P.O. Box 30001  
Las Cruces, NM 88003  
505-646-2402

21. MODIFICATION This agreement, which constitutes the entire understanding of the parties, may be modified only in writing, is governed by and construed in accordance with the laws of the State of New Mexico, and will be binding upon both parties.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on the date appearing below their signatures.

THE REGENTS OF NEW MEXICO STATE UNIVERSITY

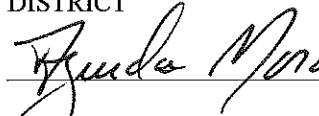


Donald L. Birx, Interim Vice Provost for Research

Date:

9/12/05

GADSDEN INDEPENDENT SCHOOL DISTRICT



Name: \_\_\_\_\_

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