



College of Health and Social Services

School of Nursing

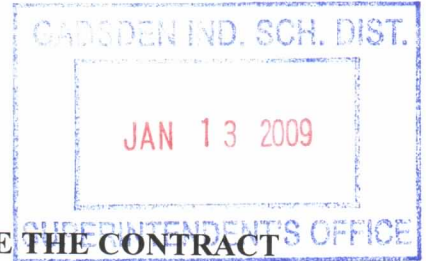
MSC 3185

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: 12/16/2008
TO: Cynthia Nava, 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. Attached is a copy of the original agreement as signed.

If you have questions regarding this memorandum please contact the School of Nursing at (575) 646-6017.

Enclosed please find two (2) copies of this memorandum. Please sign and return one copy in the enclosed envelope. The remaining copy is for your files. Thank you in advance for your prompt response.

Signature of Dr. Jacquelyn Ryberg, dated 17 Dec 2008, Director / Assoc Dean, NMSU School of Nursing

Cynthia Nava, Acting Superintendent, Gadsden Independent School District



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Handwritten signature and date: Dr. Jacalyn Ryberg 17 Dec 2008

Dr. Jacalyn Ryberg
Director / Assoc Dean
NMSU School of Nursing

Cynthia Nava
Acting Superintendent
Gadsden Independent School District

**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.

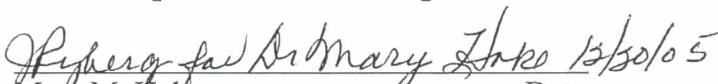
2. Agency agrees to:

- 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 12/20/05  
Academic Department Head

**Regents of New Mexico State University**

**Gadsden Independent School District**

   
Robert J. Czerniak Date 1/26/06 Ron Haußen 1-26-06  
Assistant Vice President of Grants and Contracts Superintendent