

# Board of Trustees

## Executive Summary of Board Agenda Item

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

Subject/Title for Agenda Posting: Approval of Affiliation Agreement between New Mexico State University (NMSU) and Canutillo ISD.

Justification Statement: This Affiliation Agreement between New Mexico State University and Canutillo ISD establishes a coordinated educational program for students enrolled in NMSU's School of Social Work. Both parties wish to provide structured educational experiences and clinical training, utilizing CISD facilities that are suitable for such instruction.

Purpose of Agenda Item:  Information  Discussion  Action  
Item Type:  Curriculum & Instruction  Human Resources  Business Services

Staff Responsible:

Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

*Monica Reyes*

5/18/2026

Signature of Presenter(s)

Business Services Approval (Initials)

Date

### Agenda Summary:

This agreement establishes a long-term partnership between Canutillo Independent School District and New Mexico State University to provide clinical training for social work students. NMSU maintains responsibility for academic oversight, faculty supervision, and professional liability coverage, while the district retains ultimate authority over client care and direct site supervision. This agreement outlines strict requirements for student conduct, background checks, and HIPAA compliance, ensuring that interns function as independent contractors rather than employees.

RECOMMENDATION: Administration recommends that the Board of Trustees approves the Affiliation Agreement with New Mexico State University.

PRIOR BOARD ACTION: N/A      AWARDED: N/A      AWARDED AMOUNT: None

AMOUNT(S): N/A

ACCOUNT NO(S):  
N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
Affiliation Agreement

REQUESTING DEPARTMENT:  
Student Support Services

### CONSEQUENCES OF NON-APPROVAL:

Without the approval of the Affiliation Agreement, Canutillo ISD would not have Social Worker intern positions available from NMSU.

### IMPLEMENTATION TIMELINE:

May 26, 2026 - May 31, 2031

ATTACHMENT(S): Agreement Document





CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

Table with 4 columns and 3 rows for purchasing office use only, including fields for Contract Request Received, Routed for Internal Approval, Routed for Vendor Approval, Assigned Contract No, Contract Fully Executed, and Notification To Proceed.

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: Professional Service, Contracted Services, Vendor Agreement, Term Contract, Interlocal, Lease Agreement, MOU, MOA, Construction, Other

Campus/Department: Student Support Services

Campus/Department Contact person: Dr. Monica Reyes, Executive Director

Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org

Contract Title: Memorandum of Agreement is between New Mexico State University and Canutillo ISD.

Contract Description: This Memorandum of Agreement is between New Mexico University and Canutillo ISD is to establish and coordinated programs and guidelines for education and training of students enrolled in social work programs at NMSU (the Program)

VENDOR INFORMATION - MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: New Mexico Sate University (NMSU)

Vendor Full Address: 1335 international Mall Suite 210 Las Cruces, New Mexico 88003

Name of Representative: Maribel Tellez representatives' email: tellezm@nmsu.edu

Rep. Office Phone: 575-646-2719 Rep Mobile Number: 575-646-2719

Vendor's Authorized Signer: Dr. Mary Nienow Signer's email: mneinow@nmsu.edu

Contract Amount: N/A Funding Source: N/A

Account No(s): N/A

Anticipated Start Date: May 26, 2026 End Date: May 31, 2031

Is this a New Agreement? Yes No

Is this Agreement a renewal? Yes No If yes; specify the reason for renewal, what is it replacing?

Agreement Term: May 26, 2026 to May 31, 2031 Does agreement term include: renewal options? Yes No

If yes, specify renewal options:

Does agreement require Insurance coverage? Yes No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: Date:

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: Date: 5/13/2026

Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review: [Blank lines for signature and date]

**Affiliation Agreement between New Mexico State University and  
Canutillo Independent School District**

This agreement (the Agreement) is made and entered into by and between Canutillo Independent School District (CISD) (Affiliate) and the Regents of New Mexico State University, specifically the School of Social Work (NMSU).

As used in this Agreement, "Parties" means NMSU and Affiliate, and "Party" means either NMSU or Affiliate as contextually appropriate."

General Provisions

1. **Purpose.** The purpose of this Agreement is to establish and coordinate educational programs and guidelines for the education and training of students enrolled in social work programs at NMSU (the Program).
2. **Term and Termination.** The term of this Agreement will be from the date of the last signature below through May 31, 2031, and will be automatically renewed and extended each year, except that either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other Party with ninety (90) days' advance notice in writing. Such termination will not become effective with respect to the NMSU students participating in the Program (the Program Participants) in a rotation at Affiliate's facility until the Program Participants' scheduled rotation is complete, provided that Affiliate continues to have sufficient staffing and other resources to continue the Program until that date.
3. **Agreement Limitation.** Each Party will retain complete control over such programs of its own that are outside of this Agreement.
4. **Scope of Training.**
  - A. By signing this Agreement, the Affiliate agrees to accept Program Participants. If for any reason Affiliate will not be able to accept Program Participants for an upcoming semester or academic year, Affiliate agrees to give NMSU ninety (90) days' written notice to allow NMSU time to find alternative placements for the Program Participants.
  - B. Activities performed by Program Participants covered by this Agreement will be within the established and written requirements of the degree, certification, or training being pursued and as required of every candidate for that degree or certification, as applicable.
5. **NMSU Responsibilities.**
  - A. NMSU will provide qualified faculty and a structured educational experience to Program Participants.

- B. NMSU will assume overall responsibility for the educational programs and evaluation of Program Participants at all training sites through the appropriate faculty. The ultimate responsibility for the academic education of Program Participants rests with NMSU and its faculty. NMSU will be responsible for communicating to the Program Participant and the Affiliate, and its personnel, the Program's learning goals and objectives. Additionally, in conjunction with the Affiliate, the faculty will select those learning experiences that are most likely to satisfy a Program's learning goals and objectives.
- C. NMSU will designate a faculty member to arrange for supervision, provide coordination, oversight and direction of Program Participant training activities and assignments while at Affiliate's site.
- D. NMSU will provide Program Participants in good standing, meaning that each Program Participant will have successfully completed the academic training necessary for participation and be in good standing within their academic program. NMSU agrees to promptly remove a Program Participant from the Program if he/she is no longer in good standing with NMSU.
- E. NMSU will notify Program Participants of Affiliate's requirement to comply with all applicable policies, procedures, rules and regulations of Affiliate. Upon Affiliate's request, NMSU will remove any Program Participant from the Program covered by this Agreement for unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws.
- F. NMSU agrees to notify Program Participants that Affiliate may require them to undergo and successfully complete additional requirements such as criminal background checks, fingerprinting, and drug testing, in order to receive clearance from Affiliate to participate in the Programs. NMSU will have no obligation to pay for any cost associated with these additional requirements.
- G. NMSU may withdraw a Program Participant whose progress, achievement or behavior does not warrant his or her continuation in the Program.
- H. NMSU agrees to designate a faculty member to serve as a contact person for Affiliate's staff. The initial contact person will be identified on the signature page of this Agreement.

**6. Affiliate Responsibilities.**

- A. Affiliate and its staff will retain ultimate control and authority over all parameters of its obligations to provide safe client care. Affiliate has ultimate decision making power over the details of care including training activities and direct supervision of Program Participants' learning experiences.
- B. Affiliate agrees to accept and provide experience in social work to Program Participants from NMSU. However, Affiliate will be under no obligation to accept any individual Program Participant unless agreed upon by NMSU and Affiliate.

- C.** All client orders and staff instructions, methods, techniques and procedures initiated, or performed by Program Participants will be subject to prior review, approval and counter signature by appropriate Affiliate personnel. Affiliate, together with its staff, agrees to maintain exclusive control over Affiliate's client's care and be the responsible party for all decisions related to such health care and treatment. Program Participants will not have independent authority.
- D.** Affiliate personnel will proactively inform Affiliate's patients, customers and others concerning the training role of the Program Participants in order to prevent any mistaken impression by the patients or others.
- E.** The administration of all services at Affiliate's facilities will be the sole responsibility of, and under the complete and immediate direction, control and professional supervision of Affiliate's staff and authorized agents and consultants.
- F.** Affiliate will provide Program Participants first aid for work-related accidents and illnesses, such as blood and body fluid exposure. The charges for such medical services will be billed to the Program Participant or his or her insurance carrier. Affiliate assumes no responsibility, financial or otherwise, beyond the initial first aid provided immediately after the injury, and any services or other liability will be the responsibility of the Program Participant regardless whether the services are covered by the Program Participant's insurance. NMSU does not provide health insurance to Program Participants. Affiliate is not responsible for wages, social security taxes, insurance, workers' compensation insurance or any other benefits for student participants assigned by NMSU. Student participants shall not be employees of Affiliate for any purpose.
- G.** Affiliate will, at the commencement of a Program Participant's placement, provide the Program Participant with an orientation about Affiliate's policies, procedures, standards and practices relevant to the Program Participant's placement including information regarding safety and emergency procedures. If applicable, Affiliate will also provide to Program Participants any HIPAA policies and procedures that are unique to Affiliate's facilities.
- H.** Affiliate agrees to designate a staff member to serve as a contact person for NMSU's faculty assigned to oversee and supervise the Program Participant. The initial contact person will be identified on the signature page of this Agreement.
- I.** Affiliate agrees to provide reasonable classroom or conference room space at the Affiliate's training site for use in the Program.
- J.** Affiliate may remove from its premises any Program Participant who: 1. poses an immediate threat or danger to Affiliate personnel, clients, or visitors or to the quality of care; or 2. conducts himself or herself in an unprofessional manner, engages in disruptive or detrimental behavior to Affiliate, its personnel, patients, or visitors, or otherwise fails to abide by Affiliate's policies and procedures.

When practical, Affiliate will consult with NMSU prior to removing any Program Participant from the Affiliate's premises.

**K.**

K. To the extent Affiliate generates or maintains educational records related to the Program Participants, Affiliate agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), and shall limit access to only those employees or agents with a need to know and a legitimate educational interest in the educational records of such Program Participants.

**7. Insurance.**

- A.** NMSU agrees to maintain liability coverage for the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage which is attached and incorporated by reference to this Agreement as Exhibit A. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
  - B.** NMSU agrees to maintain professional liability coverage, as reflected in Exhibit A, for its employees and the Program Participants in accordance with the provisions of the New Mexico Tort Claims Act Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
  - C.** NMSU agrees to maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act, Section 52-1-1 et seq. NMSA 1978, and the New Mexico Unemployment Compensation Act.
- 8. Confidentiality/HIPAA.** For the purposes of this Agreement, the Parties acknowledge and agree that each of them are subject to the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as "HIPAA"), including, but not limited to: certain limits on uses and disclosures protected health information ("PHI"); providing for access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts with their "business associates," as that term is defined under HIPAA. Each party hereto further acknowledges that uses and disclosures of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and therefore the parties are not required to enter into a "business associate" agreement. Notwithstanding the foregoing, each party hereto shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by that party and its personnel, including without limitation HIPAA.
- 9. Compliance.** The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Agreement.

- 10. Independent Contractor Status.** Each Party will be considered to be an independent party and will not be construed to be an agent or representative of the other Party, and therefore, has no liability for the act or omissions of the other Party. In addition, neither Party, nor any of its employees, agents or subcontractors, will be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- 11. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
- 12. Liability.** NMSU and Affiliate will each be solely responsible for the liability arising from personal injury, including death, or damage to property arising from the acts or failure to act of the respective Party or of its officials, agents, and employees pursuant to the Agreement. NMSU liability will be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
- 13. Non-discrimination.** Each Party will comply with all applicable laws relating to discrimination, harassment and retaliation including, without limitation, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, New Mexico Human Rights Act, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulation of the U.S. Department of Health and Human Services (45 C.F.R. Part 80), all as amended. Neither NMSU nor Affiliate will engage in illegal discrimination against the Program Participants, employees or patients with regard to age, ancestry, skin color, disability, gender identity, genetic information, national origin, pregnancy, race, religion, serious medical condition, sex, sexual orientation, spousal affiliation, or protected veteran status.
- 14. Notices.** Any notice required to be given pursuant to this Agreement must be given in writing and must be sent by certified mail, return receipt requested, postage prepaid, overnight courier, fax, or email as follows:

**New Mexico State University**

Dr. Mary Nienow

1335 International Mall Suite 210 Las Cruces, NM 88003

mneinow@nmsu.edu

**Affiliate Contact Information**

Dr. Monica Reyes

7965 Artcraft

P.O. Box 100, Canutillo, TX 79835

915-877-7650

mreyes@canutillo-isd.org

Notice will be deemed received on the date sent if sent by electronic means, fax or email, or three business days after it is mailed. NMSU and Affiliate may change their respective contact information upon prior written notice.

**15. Force Majeure.** No Party will be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or

A. military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

**16. Assignment.** Neither NMSU nor Affiliate may assign or transfer any rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement will insure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successor and permitted assigns.

**17. Third-Party Beneficiary.** This Agreement is for the benefit of Parties only. No rights or benefits are conferred to any third-party by or through this Agreement.

**18. Non-Waiver.** The waiver of a breach of any term of this Agreement will in no way be construed as a waiver of any other term or waiver of such breach on any other occasion.

**19. Non-Exclusivity.** Each Party will have the right to enter into similar agreements with other parties.

**20. Authority.** The individuals signing this Agreement on behalf of the Parties represent and warrant that they have the power and authority to bind the Parties for whom he or she is signing, and that no further action, resolution, or approval from the Parties is necessary to enter into a binding contract.

"IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) indicated below."

REGENTS OF NEW MEXICO STATE UNIVERSITY

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

AFFILIATE

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**NMSU Contact Information**

Maribel Tellez

1335 International Mall, Suite 201

Las Cruces, NM 88003

575-646-2719

tellezm@nmsu.edu

**Affiliate Contact Information**

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