



**Division of Vocational
Rehabilitation
New Mexico Technology Assistance
Program
435 St. Michael's Dr., Bldg. D
Santa Fe, NM 87505
1-800-866-2253**



February 22, 2012

Dear Director/Special Education Director:

We would like to continue our Assistive Technology services to your school district. The New Mexico Assistive Bank of Loan Equipment (ABLE) Program operates through a Cooperative Agreement between your school district and DVR/NMTAP. This Agreement provides the basis for your Special Education providers to request up-to-date assistive technology devices from our ABLE inventory for assessments, training, and technical assistance for special education students.

Please review the enclosed Amendment to the Cooperative Agreement No. 09-644-1000-0050, extending the Terms of Agreement until June 30, 2015. Sign **both copies of the amendment, and RETURN both copies** to the address below before March 9, 2012. If you have any questions feel free to call me at (505)-954-8535.

Sincerely,

Julie Martinez, Program Manager
ABLE Device Loan Program
435 St. Michaels Dr. Bldg. D.
Santa Fe, NM 87505
1-800-866-2253
(505) 954-8535
julie.martinez1@state.nm.us

435 St. Michael's Drive, Bldg. D.
Santa Fe, New Mexico 87505
1-800-866-2253 Fax :(505) 954-8608

**THE NEW MEXICO TECHNOLOGY ASSISTANCE PROGRAM OF THE
DIVISION OF VOCATIONAL REHABILITATION OF THE PUBLIC EDUCATION DEPARTMENT
AND THE GADSDEN INDEPENDENT SCHOOLS**

COOPERATIVE AGREEMENT AMENDMENT NO: 09-644-1000-0050

THIS AGREEMENT is entered into between The New Mexico Technology Assistance Program (NMTAP) of the New Mexico Public Education Department Division of Vocational Rehabilitation (DVR), hereinafter referred to as "NMTAP," and participating member school districts and state-operated schools of Gadsden Independent Schools, hereinafter referred to as the "Parties", who jointly agree as follows:

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE FOLLOWING PROVISIONS OF THE ABOVE-REFERENCED CONTRACT ARE AMENDED AS FOLLOWS:

V. **Terms of Agreement:**

Paragraph V, Terms of Agreement is amended to state as follows:

This Agreement, and any of its amendments, shall become effective on the date when signed by all parties and shall terminate on June 30, 2015, unless otherwise terminated pursuant to paragraph VI of this Agreement.

XIV. **Title, Maintenance and Disposition of Equipment:**

Paragraph XIV C, Title, Maintenance and Disposition of Equipment is amended to state as follows:

Participating member school districts and state-operated schools of Gadsden Independent Schools shall inspect the assistive technology device(s) prior to its provision to any individual(s) or entity and assure that the assistive technology device(s) is/are in good and safe working condition.

XV. **Recitals is deleted in its entirety and is replaced with**

XV. Alternative Dispute Resolution

The NMTAP and Gadsden Independent Schools are parties to this cooperative agreement regarding the coordination of assistive technology services and devices for Educational Agency students who are eligible for special education and related services under the federal Individuals with Disabilities Education Act (IDEA); and, 20 USC 1412(a)(12)(a)(iii) requires interagency agreements affecting IDEA-eligible students to include procedures for resolving interagency disputes, including procedures under which educational agencies may initiate proceedings to implement the provision(s) of such agreements.

The parties to this agreement shall utilize the New Mexico Mediation Procedures Act (Chapter 44, Article 7B NMSA 1978) in instances where disputes arise between the parties regarding interpreting or implementing any terms or conditions of this Agreement.

The parties to this Agreement shall select a mutually agreed upon mediator within 10 calendar days of the date a party submits a written document (by United States mail, facsimile, email or hand-delivery) to the other party requesting mediation and describing, with specifics, the reason(s) for the dispute. The parties will split equally the costs and expenses for the mediator. If the dispute is not resolved through mediation within 45 calendar days of the date specified on the written dispute, this Agreement shall terminate pursuant to paragraph VI of this Agreement. The parties shall act in good faith in all aspects of the mediation process, including selecting the mediator and shall continue implementing the undisputed terms and conditions of this Agreement during the mediation process.

All other terms and conditions of this Agreement shall remain in full force and effect.

FOR THE GADSDEN INDEPENDENT SCHOOLS:

BY: _____
Gadsden Independent Schools, DIRECTOR

DATE: _____

APPROVED BY:

SPECIAL EDUCATION DIRECTOR

DATE: _____

**FOR THE DIVISION OF VOCTIONAL REHABILITATION
RECOMMENDED:**

BY: _____
DIRECTOR OF NEW MEXICO
TECHNOLOGY ASSISTANCE PROGRAM

DATE: _____

APPROVED:

BY: _____
ACTING DIRECTOR FOR
DIVISION OF VOCTIONAL REHABILITATION

DATE: _____

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

BY: _____
STAFF LAWYER FOR
DIVISION OF VOCATIONAL REHABILITATION

DATE: _____

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Gadsden Independent Schools, DIRECTOR

DATE: _____

APPROVED BY:

SPECIAL EDUCATION DIRECTOR

DATE: _____

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DIRECTOR OF NEW MEXICO
TECHNOLOGY ASSISTANCE PROGRAM

DATE: _____

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ACTING DIRECTOR FOR
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APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

BY: _____
STAFF LAWYER FOR
DIVISION OF VOCATIONAL REHABILITATION

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