



**MEMORANDUM OF UNDERSTANDING
(MOU)
2021-2022 School Year**

This MOU is a contract between (insert name of school district) (the District) and **New Mexico Mathematics, Engineering, Science Achievement, Inc. (NM MESA or MESA)**. It outlines the responsibilities of the School District, Advisors, and MESA.

** NM MESA acknowledges the need to provide its MESA schools with safety and support in accordance with the NM Department of Health Guidelines, and New Mexico Public Education Department (PED) Guidelines, and Federal Guidelines regarding the COVID-19 pandemic, as these Guidelines may be amended, and will abide by all recommended Guidelines.

I. DISTRICT AND ADVISOR COMMITMENTS

A. Advisor Stipend and Provisions

1. MESA guidelines call for a stipend of Two Thousand Dollars (\$2,000) per MESA Advisor working with a minimum of twenty (20) students and a maximum of forty (40) students. If the number of students increases to more than forty (40), MESA guidelines call for a second Advisor at the same rate. MESA Advisor responsibilities require a substantial commitment of time outside of the regular school day for an eleven (11)-month period, as well as a high level of skill in working with students. (** Due to the COVID-19 Pandemic, NM MESA guidelines for minimum and maximum student limits will abide by COVID-19 restrictions for classrooms).

If the District's school has a MESA class during the day, an additional meeting time should be determined for those students who are unable to take the class. The District- provided stipend would apply for this additional time.

2. The District will allow for the growth of the MESA program within each school; including funding additional advisors. The MESA-approved schools within this District are: **(insert school names here)**
3. The District will provide the appointed Advisor(s) with the means to access MESA online applications, including website, email correspondence and MESA Information Management System (MIMS) database. The program will also need internet/computer access to work on MESA activities and competitions which the District will provide.

B. Substitute Leave

1. The District will provide substitute leave for all Advisors for all MESA activities. These activities may include Advisor/leadership meetings, student educational activities or competitions. The average release time is nine (9) days per school year, although the District may need more release days. The District may request reimbursement for substitute costs from MESA after the District has provided nine (9) days per Advisor within a school year. The District must document that it has paid for nine (9) days leave for MESA activities before MESA will provide such reimbursement.

C. Transportation and Supplemental Resources

1. The District will provide Advisor and student transportation to one (1) MESA regional educational activity per year. (** Due to the COVID-19 Pandemic NM MESA guidelines for minimum and maximum student limits will abide by COVID-19 restrictions for field trips.)
2. The District will accept purchase orders from MESA and generate invoices based on the purchase order.
3. The District will provide MESA with invoices within thirty (30) days of fulfillment of the purchase order. All billing for the current school year must be submitted no later than June 17, 2022. Invoices received after the deadline may not be payable due to the restrictions of MESA's fiscal year ending June 30th.
4. The District will provide supplemental resources, (subject to budget limitations) which may include lodging costs in connection with overnight educational activities that are in addition to those provided by MESA as defined in Part II below. (** Due to the COVID-19 Pandemic NM MESA guidelines for minimum and maximum student limits will abide by COVID-19 restrictions for overnight activities.)

D. All Advisors Will Meet the Following Responsibilities

1. Abide by the Code of Conduct and Advisor Contract, as written in the Advisor Handbook.
2. Provide input at Regional and Statewide meetings to help represent the needs of the local learning community.
3. Maintain student roster, profiles, and activities via MESA's MIMS2 database in an accurate and timely manner.

4. Collect:
 - a. Parent Permission Forms (A-1) from all MESA students and submit completed forms to Regional Coordinator.
 - b. Student Profile Forms (A-2) from all MESA students unless entered online by the student and parent.
 - c. Student and Parent Field Trip Agreement Forms (A-3) from all MESA students. Forms should be accessible during MESA activities and updated as necessary.
5. Hold regular weekly student meetings. (** Due to the COVID-19 Pandemic NM MESA guidelines for minimum and maximum student limits will abide by COVID-19 restrictions for classrooms. Virtual meetings may replace weekly face-to-face meetings.)
6. Monitor students' grades to determine eligibility and tutoring needs.
7. Work with MESA to comply with the Performance Watch criteria (found in Advisor Handbook) and online at www.nmmesa.org .
8. Participate in regional and state MESA competitions.
9. Hold at least one (1) parent meeting annually. (Virtual Parent meeting may replace a face-to-face meeting due to COVID-19 restrictions).
10. Attend regional and statewide meetings.
11. Host and participate in two (2) school site visits from MESA. (Visits may take place virtually due to COVID-19 restrictions).
12. Encourage students to take standardized tests (ACT, SAT, etc.), if applicable.
13. Encourage students to achieve academic excellence through participation in all academic endeavors provided by MESA, the school, and others.
14. Support the MESA mission: "Empower and motivate New Mexico's culturally diverse students through science, technology, engineering, and math (STEM) enrichment."

E. Other District Responsibilities

1. The District will provide MESA with relevant student data, which may include, but is not limited to: PED numbers, standardized test scores, course enrollment and official student transcripts by January 31, 2022 and a set showing graduation for seniors by August 1, 2022. Any provision of student data, educational records, or student information is subject to the Family Educational Rights and Privacy Act (FERPA).

2. The District will facilitate an optional meeting in the fall with District Superintendent (or their designee) and Regional Coordinator.

II. NM MESA COMMITMENTS

A. Transportation/Mileage/Lodging

1. MESA will provide transportation funding for MESA Day, Regional Competitions, and other approved activities, subject to budget limitations.
 - a. MESA will reimburse for transportation costs, based on mileage and number of students, in accordance with MESA's current transportation guidelines. MESA will pay for normal school bus fees and not charter buses; schools that use charter bus companies must pay the additional cost.
2. MESA will provide resources for Fiscal Year 2022 to be used for educational enrichment activities. These activities must be arranged and approved by the Regional Coordinator.
3. MESA will provide funding for transportation, lodging and designated meals to MESA Advisors at all regional and statewide meetings, when applicable.
 - a. Lodging will be provided on a shared-room basis to Advisors whose schools are more than one hundred (100) miles from the meeting location. Private room arrangements will be made if the Advisor pays the full cost of the room, paid in advance prior to the event.
 - b. Mileage reimbursement will be provided to Advisors who travel more than twenty (20) miles to the meeting location. MESA will provide mileage reimbursement for only one Advisor per District school for MESA events.

B. Activity Fund

The number of qualified* student profiles in the MIMS database on October 14, 2021 determines the amount of Activity Funds that MESA will distribute to each active school's MESA program. The base minimum for each program is \$150 with a minimum of 20 students registered in MESA's database. For each student registered over the minimum students requirement, an additional Seven Dollars (\$7) per student participating will be allocated to the program.

*Qualified Students are defined as, students with a completed MESA A-2 (Registration Form), Signed MESA A-1 (Parent Permission Form) and who are participating in the MESA program's activities in the current school year.

1. These Activity Funds will be disbursed once per school year, in Fall 2021
2. Disbursement of Activity Funds will take place via discussion between the Regional Coordinator and the MESA Advisor on options for receiving student Activity Funds. MESA Activity Funds checks sent to the school will require an annual accounting from the school on the remaining balance of funds to be transferred into the new school year. These account balances will be provided to the Regional Coordinator by June 30.

C. Ongoing Administrative Support

1. MESA will provide ongoing operating and administrative support to the District which will include but is not limited to:
 - a. A minimum of two (2) school visits per year by MESA staff.
 - b. Attendance at parent meeting, when possible.
 - c. Regional and statewide program support.
 - d. Advisor training and supplies.
 - e. Education activity coordination, including the Senior Incentive Field Trip for graduating seniors, if applicable.
 - f. Coordination of lodging for students and advisors at certain special events.
 - g. Recognition of student and Advisor achievement.
 - h. MESA publications (Examples may include: Annual Report, Brochures, Newsletter).
 - i. Regular announcements of student/advisor opportunities.

III. Liability

Each Party shall be solely responsible for fiscal or any other sanctions caused as a result of its own violation or alleged violation of requirements applicable to the performance of this MOU. Each Party shall be liable for its own actions in accordance with this MOU. Neither Party shall be responsible for liability incurred as a result of the other Party's negligence, acts or omissions in connection with this MOU. Any liability incurred in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, *et seq.*, NMSA 1978, as amended.

IV. Appropriations

The terms of this MOU are contingent on sufficient appropriations and authorization being made by the Legislature of New Mexico, the New Mexico Public Education Department, the Schools' Board of Education, and the Federal Government for the performance of this Agreement. If, for any reason, sufficient appropriations and authorizations are not made, the MOU shall terminate upon written notice being given by the District. Such termination shall not result in any claim for damages by MESA or the District. The District's decision as to whether sufficient appropriations are available shall be accepted by MESA and shall be final.

v. Termination, Extension, and Amendments

A Party to this MOU may extend the agreement for a specified time. Any notification of extension must be by mutual agreement and must be in writing. Notification of intention to extend the MOU must be given at least thirty (30) days prior to the expiration of the MOU. Any extension of or amendment to this MOU will be pursuant to the terms stated herein. An addendum signed by the authorized representatives of the Parties shall be sufficient to modify the MOU.

A Party to this MOU may terminate this agreement. Notification of termination shall be given to the other Party at least thirty (30) days prior to the intended date of termination. Notification of termination shall not relieve the terminated Party of the obligation to complete duties imposed prior to the date of termination.

This MOU may be amended in writing at any time by mutual agreement of the Parties.

vi. Scope and Assignment

This MOU incorporates all the contracts, covenants and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, contracts and understandings have been merged into this written MOU. No prior contract or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this MOU.

Neither Party may assign or transfer responsibilities or agreements made herein without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

vii. Governing Law

This MOU is entered into in the State of New Mexico. All questions of validity or interpretation of any of its terms or of the Parties' rights or obligations will be construed under and governed by New Mexico law. Any legal or equitable action to enforce the terms of this MOU shall be brought in the **(insert appropriate judicial district)** State of New Mexico.

viii. AGREED TO AND SIGNED:

_____ / _____	_____ / _____
School District Superintendent /Date	School District Business Manager/Date
_____ / _____	_____ / _____
NM MESA Executive Director/Date	NM MESA Regional Coordinator/Date