



MEMORANDUM OF UNDERSTANDING (MOU)

2026-2027 School Year

I. Summary

This Memorandum of Understanding (MOU) is an agreement between [insert School District Name] **Schools** (the "District") and New Mexico Mathematics, Engineering, Science Achievement, Inc. ("NM MESA" or "MESA"). NM MESA is recognized by the New Mexico Activities Association (NMAA) as an approved extracurricular student activity program and provides STEM-related educational and competitive opportunities for participating students. This MOU outlines the responsibilities and commitments of the District, Teachers (known as MESA Advisors), and NM MESA in supporting the MESA program. The term of this MOU is strictly **from July 1, 2026 to June 30, 2027**.

II. Safety and Support Compliance

NM MESA acknowledges its responsibility to ensure safety and support for its MESA schools in alignment with the NM Department of Health Guidelines, New Mexico Public Education Department (PED) Guidelines, and Federal Guidelines concerning the COVID-19 pandemic. NM MESA will comply with all recommended guidelines as they may be amended.

III. District and Advisor Commitments

A. Advisor Stipend and Provisions

1. MESA guidelines stipulate a stipend of \$2,500 per MESA Advisor working with a minimum of 20 students and a maximum of 40 students. If the number exceeds 40 students, a second MESA Advisor should be appointed at the same rate. The stipend is to be paid in full to the MESA Advisor by the end of each school year.
2. If a MESA class is offered during the school day, an additional meeting time outside of the school day must be provided for students who are unable to attend the class. The District-provided stipend applies to this additional meeting outside of the school day.
3. The District will support the growth of the MESA program within each approved MESA school within the District, including funding additional MESA Advisors. Approved MESA schools include [list of schools].
4. The District will ensure that MESA Advisors have access to MESA online applications and the necessary tools for MESA activities and competitions, including internet and computer access.

B. Substitute Teacher Coverage

1. The District will provide substitute teacher coverage for all MESA Advisors for MESA activities, including leadership meetings, student educational activities, or competitions. The District may request reimbursement for substitute teacher costs from MESA after providing nine (9) days of substitute teacher coverage per MESA Advisor within a school year.

C. Transportation and Supplemental Resources

1. The District will provide transportation for MESA students to one (1) MESA regional educational activity per year.
2. The District will accept and process purchase orders from MESA and generate corresponding invoices.
3. The District will submit invoices to MESA within thirty (30) days of purchase order fulfillment, with all billing due no later than June 11, 2027.
4. The District will provide supplemental resources, including lodging costs for overnight educational activities, subject to budget limitations.

D. Recognition of NM MESA NMAA Status

1. The District acknowledges that New Mexico MESA (NM MESA) is recognized by the New Mexico Activities Association (NMAA) as an approved extracurricular student activity program.
2. The District agrees to recognize student participation in NM MESA activities, educational events, leadership conferences, and competitions in a manner consistent with other NMAA-sanctioned extracurricular programs, including consideration of eligibility requirements, excused absences, travel authorization, and related district procedures.
3. The District will support student participation in NM MESA-sponsored activities and competitions to the extent permitted by district policy, available resources, and applicable NMAA regulations.

E. MESA Advisor Responsibilities

MESA Advisors are expected to:

1. Abide by the MESA Advisor Code of Conduct and MESA Advisor Contract.
2. Provide input at regional and statewide meetings.
3. Maintain student records in the MESA database accurately and promptly.
4. Collect and manage required student and parent forms.
5. Hold regular weekly student meetings.
6. Monitor students' grades for eligibility and tutoring needs.
7. Comply with MESA Performance Watch criteria.
8. Participate in regional and state MESA competitions.
9. Host at least one parent meeting annually.
10. Attend regional and statewide NM MESA meetings.
11. Host and participate in two school site visits from MESA.
12. Encourage students to take standardized tests.

13. Support academic excellence through participation in MESA and school activities.
14. Uphold the MESA mission to empower and motivate students through STEM enrichment.

F. Other District Responsibilities

1. Provide relevant student data to MESA, ensuring compliance with the Family Educational Rights and Privacy Act ("FERPA"), by specified deadlines.
2. Facilitate an optional fall meeting with the District Superintendent (or designee) and Regional Coordinator.

IV. NM MESA Commitments

A. Transportation/Mileage/Lodging

1. MESA will provide transportation funding for MESA Day and other approved activities, based on current transportation guidelines.
2. MESA will allocate resources for educational enrichment activities for FY 2026.
3. MESA will fund transportation, lodging, and meals for MESA Advisors at regional and statewide meetings, based on budget constraints.

B. Activity Fund

1. MESA will disburse Activity Funds (Activity Funds are calculated at \$7 per student for the MESA program to utilize for activities and supplies) based on the number of qualified students in the Thinkwave database as of October 15, 2026.
2. The disbursement of such Activity Funds will be coordinated between the Regional Coordinator and the MESA Advisor.

C. Ongoing Administrative Support

MESA will provide ongoing support to the District, including:

1. At least two school visits per year.
2. Attendance at parent meetings, when possible.
3. Program support at the regional and state levels.
4. MESA Advisor training and educational supplies.
5. Coordination of educational activities and special events.
6. Recognition of student and MESA Advisor achievements.
7. Regular communication opportunities.

V. Liability

To the extent permitted by law, 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. To the extent permitted by law, each party shall be liable for its

own actions in accordance with this MOU. Neither party shall be responsible for any liability incurred as a result of the other party's negligence, acts or omissions in connection with this MOU. Nothing in this MOU is intended to be deemed a waiver of or to override applicable provisions of the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1, *et seq.*, as amended, that would prohibit or modify the application of the provisions of this paragraph.

VI. 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 (PED), the (School District) Board of Education, and the Federal Government for the performance of this MOU. If, for any reason, sufficient appropriations and authorizations are not made, the MOU shall terminate upon written notice being given by New Mexico MESA. Such termination shall not result in any claim for damages by MESA or the District. NM MESA's decision as to whether sufficient appropriations are available shall be accepted by the District and shall be final.

VII. 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.

VIII. 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.

IX. 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 Second Judicial District for the State of New Mexico.

X. AGREED TO AND SIGNED:

_____/	_____/
School District Superintendent /Date	School District Business Manager/Date

_____/	_____/
NM MESA Executive Director/Date	NM MESA Regional Coordinator/Date