

MEMORANDUM OF UNDERSTANDING  
Between  
Sweetwater Authority  
and SWEETWATER UNION HIGH SCHOOL DISTRICT

This Memorandum of Understanding (“MOU”) is entered into this August 15, 2024 , by and between Sweetwater Authority, located at 505 Garrett Avenue, Chula Vista, CA 91910, Telephone: (619) 420-1413, hereafter, referred to as “Authority” and SWEETWATER UNION HIGH SCHOOL DISTRICT, located at 1130 Fifth Avenue, Chula Vista CA 91911, hereafter referred to as “SUHSD” or “District.” The Authority and SUHSD are sometimes referred to herein as a “Party” or the “Parties.”

1. TERM OF MOU:

This MOU is effective from the date it is signed by the Parties and approved by the SUHSD Board of Trustees and terminates on June 30, 2025.

2. SCOPE OF SERVICES:

Description of General Program:

The Authority is a public water agency that provides water to Bonita, National City, and western and central portions of Chula Vista. The Parties seek to develop a work plan that will guide the Authority and SUHSD in working collaboratively to find and create opportunities that introduce students to careers in the water industry including creating water industry-specific opportunities for SUHSD students to engage in Engineering and Computer Science related professions with the Authority. Some of the potential activities to be considered within the workplan are listed below.

Potential Activities: Engineering & Computer Science Focused:

- Provide workplace tours and industry speakers focused on Engineering and Computer Science Careers
- Offer teacher externships to identify potential curricular topics that are aligned with Authority Projects.
- Work with teachers to develop potential curriculum and/or projects that would engage students in a real-world problem.
- Identify projects-based lessons that would be presented to the Authority and stakeholders.

PARTIES RESPONSIBILITIES:

A. Authority will:

- Provide water treatment facility and infrastructure tours and/or guest speakers for classroom visits.

- Provide subject matter experts to work collaboratively with SUHSD teachers to identify and develop potential water industry related Engineering and Computer Science curriculum.
- Provide up to \$10,000 funding to support the development of relevant materials and/or classroom materials.

B. SUHSD will:

- Provide Professional Development (PD) time (extra duty or pullout) for Career Technical Education (CTE) teachers to meet with Authority Staff to develop curriculum/projects aligned to Computer Science or Engineering (Covered through Office of College & Career Readiness (CCR) funding)

3. NON-DISCRIMINATION:

Parties shall ensure that services and benefits are provided without regard to sex, sexual orientation, gender, ethnic group, race, ancestry, national origin, immigration status, religion, color, mental or physical disability, age, marital or parental status or any other unlawful consideration in accordance with Title VI of the Civil Rights Act of 1964, the California Government Code, and Section 503-504 of the Rehabilitation Act of 1973, as amended.

4. COSTS AND FEES:

Except as otherwise set out above, each Party shall be fully responsible for payment of their administrative cost and fees, including the cost of staff time associated with the responsibilities and duties outlined herein

5. MUTUAL INDEMNIFICATION:

To the fullest extent allowable by law each Party (the “Indemnifying Party”) agrees, at its own expense, to defend, indemnify and hold harmless the other Party, its board, trustees, officers, agents, representatives, volunteers, employees and directors (hereinafter “Indemnified Parties”) from and against all claims, demands, losses or liabilities (hereinafter “Claim”) of any nature or cause whatsoever, and whether actual or alleged, arising out of the acts or omissions of the Indemnifying Party, its board, trustees, officers, agents, representatives, volunteers, employees and directors, and/or any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the Indemnifying Party, whether authorized by this Agreement or not, including, but not limited to active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability, damage to property, and/or infringement sustained, or claimed to have been sustained, infringement upon intelligent property rights, failure to comply with all of the requirements contained in Education Code, section 45125.1 and/or disclosure of confidential information which might be obtained by the Parties during performance of this MOU. The provisions of this article do not apply to any damage or losses to the proportionate extent caused by the negligence or willful misconduct of the Indemnified Parties.

Each Party further agrees to indemnify and hold harmless the other Party, its board, trustees, officers, agents, representatives, volunteers, employees and directors from all employment related claims arising out of any alleged employment relationship between SUHSD and Authority or its sub-Contractors or employees, including claims of misclassification under Labor Code 2750.3.

## 6. INSURANCE:

### INSURANCE REQUIREMENTS FOR AUTHORITY

Without limiting Authority's indemnification obligations to District, Authority shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Authority, his agents, representatives, employees or subcontractors.

#### 1. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability required if Authority provides or engages any type of Professional services, including, but not limited to, medical professionals, counseling or legal services.
- E. Cyber Security Liability.

#### 2. **Minimum Limits of Insurance**

Authority shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: **\$2,000,000** per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be **\$4,000,000**.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include a waiver of subrogation endorsement in favor of the District.
- D. Cyber Security Liability: Coverage for both electronic and non-electronic data breach of \$1,000,000 per occurrence with an aggregate limit of not less than \$2,000,000 and shall cover all of Authority's employees, officials and agents. Coverage shall apply to any dishonest, fraudulent, malicious or criminal use of Authority or District's computers or servers to affect, alter, copy, corrupt, delete, disrupt or destroy a computer system or to obtain financial benefit for any party; to steal, take or provide unauthorized access of electronic data, including publicizing confidential electronic data or causing confidential

electronic data to be accessible to unauthorized persons; transfer of computer virus, Trojan horse, worms or any other type of malicious or damaging code; and for Third-Party Liability encompassing judgments or settlement and defense costs arising out of litigation due to a data breach and data breach response costs for customer notification and credit monitoring service fees.

E. Proof of Insurance: The Authority shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage's have been delivered in duplicate to SUHSD and approved by the SUHSD. Certificates and insurance policies shall include the following:

- i. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to SUHSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- ii. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- iii. An endorsement stating that SUHSD and its agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Authority's insurance policies shall be primary to any insurance or self-insurance maintained by SUHSD.
- iv. If the Authority or Authority's subcontractor(s) maintains broader coverage and/or higher limits than the minimums shown above, SUHSD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Authority. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SUHSD.
- v. Authority, or its subcontractors as the case may be, shall be responsible for payment of all deductibles on all insurances required to be furnished by SUHSD or subcontractors.
- vi. All policies shall be written on an occurrence form.

F. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to SUHSD.

G. Request for Partial Insurance Waiver: If insurance requirements are not appropriate for the type and scope of service being provided, a partial waiver of insurance requirements may be requested. In order to qualify for a partial waiver of Sweetwater Union High School District's requirement of insurance, Authority must satisfy the following criteria: 1) Amount of Contract is less than \$25,000; 2) Authority is a sole proprietor; 3) Authority maintains general liability insurance of at least \$1,000,000 per incident or occurrence, and Workers' Compensation as required by the State of California and Employer's Liability Insurance; and 4) Authority has worked for District in the past and has received a good evaluation on prior work and there have been no prior complaints, problems or injuries; OR 5) The Authority maintains coverage through a joint powers agency insurance pool for any risk set forth in this MOU in the manner and to the extent that the Authority maintains coverage for similar risks with respect to its operations, equipment and property. If the minimum conditions are met, Authority may request waiver request form.

**AUTHORITY INITIALS HERE TO INDICATE THAT AUTHORITY MEETS ALL CRITERIA AND REQUESTS A PARTIAL WAIVER OF INSURANCE REQUIREMENTS. \_\_\_\_\_**

**GENERAL COUNSEL OR DIRECTOR OF RISK MANAGEMENT INITIALS HERE INDICATES APPROVAL OF A PARTIAL WAIVER OF INSURANCE REQUIREMENTS. \_\_\_\_\_**

**7. CHILD ABUSE, MANDATED REPORTER, AND CPR REQUIREMENTS:**

Authority shall ensure that all staff members who work directly with students on an ongoing and/or recurring basis beyond occasional site tours and speaking engagements, are trained on and comply with child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11165.7, 11166, et seq. Authority shall adopt a written child abuse reporting procedure and provide annual training to all its employees regarding mandated reporting of child abuse and missing children. The Authority shall provide verification to the District that all employees have received annual training. The Authority warrants that all staff members will timely abide by such laws.

Student interactions that are limited to one-time facility visits or speaking engagements are exempt from this training requirement.

Authority certifies its employees who work directly with pupils will be trained in First Aid and CPR, Classroom Management, Curriculum, etc. prior to placement at the Site.

**8. FINGERPRINTING AND TB REQUIREMENTS:**

The Authority certifies that all Authority employees who work directly with students on an ongoing and/or recurring basis beyond occasional site tours and speaking engagements at the Site will have a TB test and live scan investigation, which consists of FBI and DOJ clearances, and at a minimum prior to employment. Authority shall provide verification to District of such qualifications prior to assigning the employees to a Site.

**9. INDEPENDENT CONTRACTOR:**

This Agreement is not a contract of employment between the District and the Authority. At all times the Authority shall be deemed and act as an independent consultant and is not authorized to bind District to any contracts or other obligations. The Authority is not entitled to benefits of any kind or nature normally provided employees, including, but not limited to, State Unemployment Compensation or Worker's Compensation. In the performance of the work herein contemplated, Authority is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work; District being interested only in the results obtained. The Authority acknowledges its review and understanding of Labor Code Section 2750.3 and its potential impact on independent contractor relationships. District and Authority agree that (a) the Authority will remain free from the control and direction of the District in connection with the performance of the Services; (b) the scope of work contemplated by this Agreement is outside the usual course of

the District's normal business; and (c) the Authority is customarily engaged in an independently established trade, occupation, or business of the same nature as the Services performed under this Agreement. Notwithstanding the provisions of Section 2750.3, the Authority agrees this is an independent contractor relationship, and acknowledges by **initialing here**:

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#### 10. CONFIDENTIALITY:

The Authority and its subcontractors agree to comply with all applicable laws in the performance of its obligations under this Agreement, and in particular applicable federal and state regulations regarding student records, student privacy, and the commercial use of student information, including the Family Educational Rights and Privacy Act (FERPA), Student Online Personal Information Protection Act (SOPIPA), AB 1584 (Ed. Code 49073.1) Pupil Data Privacy and the District (including but not limited to Administrative Regulation and Policy No. 5022 and 5125) to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. Authority and its subcontractors also agree to comply with all terms of the California Student Data Privacy Agreement Version 2.0 (CSDPA v.2) ([https://sdpc.a41.org/agreements/CSDPA\\_2\\_0.pdf](https://sdpc.a41.org/agreements/CSDPA_2_0.pdf)). If Contractor has already entered into the CSDPA with another public agency, the District will execute Exhibit E to the CSDPA to bind the parties. Alternatively, Authority and its subcontractors agree to comply with all terms of the National Data Privacy Agreement (NDPA) ([https://cdn.ymaws.com/cite.org/resource/resmgr/resource\\_programs/ca-ndpav1.pdf](https://cdn.ymaws.com/cite.org/resource/resmgr/resource_programs/ca-ndpav1.pdf)), including Exhibit G with supplemental terms for California. Upon execution by Authority of the NDPA and the Exhibit G, District will execute the NDPA to bind the parties. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill contractual obligations with the District. These provisions include, but are not limited to, ensuring that:

- A. No identification of students or their parent/guardians by persons other than representatives of the Authority is permitted.
- B. The individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained.
- C. No access to individual student data shall be granted by the Authority to any other person, persons, agency or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the Authority so long as those persons have a legitimate interest in the information.
- D. The Authority recognizes and agrees that such access will be extended in reliance on representations made in this assurance, and that the District shall have the right to enforcement of this assurance, or revocation of such access (including return of all physical forms of such data and destruction of all such electronic data) immediately upon evidence of noncompliance by the Authority. This assurance is binding the Authority on and such persons as may be employed by the Authority to assist in any phase of the contractual obligation to the District.

Authority further represents and warrants that District's and District users' access to and use of the Authority's software or other services as described in this MOU will not infringe any third party copyright.

**11. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY:**

All materials and data, including but not limited to, data on magnetic media and any materials and data required to be made or kept pursuant to federal, state or local laws, rules or regulations, prepared or collected by the Authority pursuant to this MOU, shall be the sole property of the District, except that Authority shall have the right to retain copies of all such documents and data for its records. The District shall not be limited in any way in its use of such materials and data at any time, provided that any such use not within the purposes intended by this MOU shall be at the District's sole risk and provided that the Authority shall be indemnified against any damages resulting from such use, including the release of this material to third parties for a use not intended by this MOU.

All such materials and data shall be provided to the District, or such other agency or entity as directed by the District or required by law, rule or regulation, immediately upon completion of the term of this MOU, or upon the completion of any individual school site project, as directed by the District. Should the District wish to obtain possession of any such materials or data during the term of this MOU or prior to the completion of any individual school site project, it shall make its request in writing. Such information shall be provided to the District within forty-eight (48) hours of its request.

**12. MUTUAL BARGAINING STRENGTH:**

The parties acknowledge and agree that (i) each party is of equal bargaining strength, (ii) each party has actively participated in the drafting, preparation and negotiation of this MOU; (iii) each such party has consulted with or has had the opportunity to consult with its own, independent counsel and such other professional advisors as such party has deemed appropriate, relative to any and all matters contemplated under this MOU, (iv) each party and such party's counsel and advisors have reviewed this MOU, (v) each party has agreed to enter into this MOU following such review and the rendering of such advice, and (vi) any rule or construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretations of the MOU, or any portions hereto, or any amendments hereto.

**13. GOVERNING LAW/VENUE SAN DIEGO:**

In the event of litigation, the MOU and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate State or Federal court located in San Diego County.

**14. ATTORNEY'S FEES:**

Should litigation be necessary to enforce any terms or provisions of this MOU, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

**15. COMPLIANCE WITH LAW:**

Parties shall be subject to, and shall comply with, all Federal, State and local laws and regulations applicable with respect to its performance under this MOU including, but not limited to, licensing, employment, purchasing practices, wages, hours and conditions of employment, including nondiscrimination.

16. FINAL APPROVAL:

This MOU is not in force and has no effect until approved by signature by the District Board of Trustees.

17. ENTIRE MOU:

This MOU represents the entire MOU and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This MOU may not be amended in any way except by a writing duly executed by both parties hereto.

18. CAPACITY TO SIGN:

All parties covenant that they possess all necessary capacity and authority to sign and enter this MOU. All individuals signing this MOU for a corporation, a partnership, or other legal entity, or signing under a power of attorney or as a trustee, guardian, conservator, or in any other legal capacity, covenant that they have the necessary capacity and authority to act for, sign and bind the respective entity or principal on whose behalf they are signing.

19. CAPTIONS:

The article and section headings are for reference only and in no way define, limit, extend or interpret the scope of this MOU or of any particular article or section.

20. CONSTRUCTION:

The language in all parts of this MOU shall be in all cases construed simply according to its fair meaning, and not for or against any party by reason of such party or its legal counsel having prepared this MOU or any of its provisions.

21. COUNTERPARTS:

This MOU may be executed in multiple counterparts, all of which taken together shall constitute one original MOU.

22. MODIFICATION:

No modification, waiver or discharge of this MOU will be valid unless it is in writing and signed by the party against which the enforcement of the modification, waiver or discharge is or may be sought.

23. NO WAIVER:



A party's failure to insist on the strict performance of any covenant or duty required by the MOU, or pursue any remedy under the MOU, shall not constitute a waiver of the breach or the remedy.

24. NUMBER AND GENDER:

Where the context in which words are used in this MOU indicates that such is the intent, the words in the singular number shall include the plural and vice versa, and the words in the masculine gender shall include the feminine and neuter genders and vice versa.

25. SEVERABILITY:

In the event that any provision of this MOU shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOU.

26. SUCCESSORS AND ASSIGNS:

Except as herein otherwise provided to the contrary, this MOU shall be binding upon and inure to the benefit of the parties' signatory hereto, and their successors and assignees.

27. EXHIBITS:

All exhibits that are attached to this MOU are made a part hereof.

28. RIGHT TO CURE:

If a party defaults under any of this MOU's terms, the non-defaulting party will give to the defaulting party a written notice of the default. The defaulting party has thirty (30) days after receipt of this notice to cure the default. Only if the defaulting party fails to cure the default within this time period, may the non-defaulting party exercise those remedies granted under this MOU or applicable law.

29. NON-FUNDING:

Notwithstanding any other provision to the contrary, if for any fiscal year of this MOU the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this MOU, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

30. NOTICES:

Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder will be in writing and will be deemed to have been duly delivered (i) upon personal delivery, (ii) upon telecopier transmittal, provided the party transmitting the written communication receives written confirmation of receipt of the transmission from its own telecopier and send a copy of such transmittal record on the same day of the transmission by United States first class mail, postage prepaid, addressed as herein below provided, or (iii) as

of the second business day after mailing by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Authority, to: Name: Carlos Quintero  
General Manager  
505 Garrett Avenue  
Chula Vista, CA 91910  
Telephone: (619) 409-6701  
Email: [cquintero@sweetwater.org](mailto:cquintero@sweetwater.org)

If to SUHSD, to: Name: Brahim Wahib  
Director of College and Career Readiness  
1130 Fifth Ave.  
Chula Vista, CA 91911  
Telephone: 619-796-7700  
Email: [Brahim.wahib@sweetwaterschools.org](mailto:Brahim.wahib@sweetwaterschools.org)

Or to such other address as any party will designate to the others for such purpose in the manner set forth above.

The parties agree to the foregoing as of **August 15, 2024**, in Chula Vista, California.

Authority:

SUHSD:

Sweetwater Authority

Sweetwater Union High School District

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

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

Its: General Manager

its: Chief Financial Officer