Southwestern Community College District Governing Board Meeting

Wednesday, July 11, 2012 Higher Education Center at National City

AMENDMENT TO AGENDA

	ITEM								
Action	13O. HR: CLASSIFIED EMPLOYMENT OF CLASSIFIED ADMINISTRATOR (ENCLOSURE) (Román) Recommend approval of listed employment as indicated below:								
	Employee Position Department Svc. Step Salary Date Michael Chief of Police Campus Police 12 months/ Range 29/ *\$7,462 7/12/12 Cash (replacement) 1.0 FTE Step 6 *Figures reflect 5% salary reduction effective 7/1/12. Employment is contingent upon passing background clearance and pre-employment physical.								
Action	15R. AWARD OF BID NO. 194, TRADE PACKAGE 21 AND AGREEMENT WITH ADS COMPANIES (Crow) 15R1. Award of Bid No. 194, Trade Package 21, to ADS Companies (ENCLOSURE) Recommend award of Bid No. 194, Trade Package 21, to ADS Companies, for Landscape and Irrigation Signage, for Southwestern College Central Plant, Field House and Stadium Improvement Project(s), for the period July 23, 2012 to March 31, 2014, inclusive, in an amount not to exceed \$220,633.								
Action	16A1. Amendment No. 1 to Agreement with Space and Naval Warfare Systems Center Pacific (ENCLOSURE) (Tyner) Ratify Amendment No. 1 to Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific, to renew our existing partnership for student internship positions, for the period July 1, 2012 to June 30, 2022, inclusive, in stipend amounts ranging from \$300 to \$2,000, paid to interns.								
	16A1. Correction to Agreement with Space and Naval Warfare Systems Center Pacific (ENCLOSURE) (Tyner) Ratify Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific, to renew our existing partnership for student internship positions, for the period July 1, 2009 to June 30, 2012 2013, inclusive, in varied stipend amounts paid to interns.								
	Note: This item was originally submitted and approved by the Board on April 15, 2009. The Memorandum of Agreement specified the duration of the MOA shall continue for a period of four (4) years. The Board agenda item and accompanying cover memo was erroneously submitted to be effective for the period July 1 2009 to June 30, 2012 (duration of three (3) years).								
Action	14. RATIFICATION OF COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SOUTHWESTERN COMMUNITY COLLEGE DISTRICT AND THE CALIFORNIA SCHOOL EMPLOYEES' ASSOCIATION (C.S.E.A.), CHAPTER 525 524 (ENCLOSURE) (Román) Recommend ratification of the C.S.E.A. Bargaining Agreement effective May 1, 2012 through April 30, 2015.								

ITEM #16 A1

MEMORANDUM

TO: Members of the Governing Board

Southwestern Community College District

APPROVED BY: Melinda Nish, Ed.D.

Superintendent/President

SUBMITTED BY: Kathy L. Tyner, M.S.

Vice President for Academic Affairs

SUBJECT: Correction to Agreement with Space and Naval Warfare Systems Center

Pacific

RECOMMENDATION

Ratify Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific, to renew our existing partnership for student internship positions, for the period July 1, 2009 to June 30, 2013, inclusive, in varied stipend amounts paid to interns.

RATIONALE FOR RATIFICATION

This item was originally submitted and approved by the Board on April 15, 2009. The Memorandum of Agreement (MOA) specified the duration of the MOA shall continue for a period of four (4) years. The Board agenda item and accompanying cover memo was erroneously submitted to be effective for the period July 1, 2009 to June 30, 2012 (duration of three (3) years).

OVERVIEW

The Student Summer Internship Program offers Southwestern College (SWC) students the unique and positive experience of working with state-of-the-art equipment and performing research and development work with scientists and engineers, which will encourage them to pursue careers within the Department of the Navy. Qualified Mathematics, Engineering, Science Achievement (MESA) students who complete the program will receive compensation in the form of a scholarship funded by the SWC MESA Program and the School of Mathematics, Science and Engineering Research and Training Institute. Students majoring in science have identified participation in a research internship as one of the top factors that contributed to their academic success. Our 2005–2009 partnership resulted in summer research internships for more than 25 students.

FISCAL IMPACT/ACCOUNT

Varied stipend amounts/Account Nos. 1-42430-649973-713, 1-42430-600402-730 (Grant Funds)

KT/kr

Action
ACHOIL
(Cominal)
(Carried)
, ,

ITEM												
16. APPROVAL OF AGREEMENTS - COST TO DISTRICT												
M	Aguilar	Dominguez		Roesch	s	Salcido		Valladolid	Diaz-Student Advisory Vote			
	Aye	Aye	/	4 <i>ye</i>		Aye		Ауө	Aye			

16A. <u>ACADEMIC AFFAIRS</u>

(Meadows)

16A1. AGREEMENT WITH IMPERIAL VALLEY COLLEGE (ENCLOSURE)

Ratify Agreement No. A2637.09 with Imperial Valley College, to operate the Imperial Valley Small Business Development Center, for the period January 1 to December 31, 2009, inclusive, in the amount of \$120,000.

16A2. AGREEMENT WITH MIRACOSTA COLLEGE (ENCLOSURE)

Ratify Agreement No. A2641.09 with MiraCosta College, to operate the Small Business Development Center North San Diego County, for the period January 1 to December 31, 2009, inclusive, in the amount of \$204,500.

16A3. AGREEMENT WITH LUIS A. NUNEZ, JR. (ENCLOSURE)

Ratify Agreement No. A2644.09 with Luis A. Nunez, Jr., for the development and implementation of the Southwestern College Medical Laboratory Training Program, for the period March 12 to June 30, 2009, inclusive, in the amount of \$31,600.

16A4. AGREEMENT WITH CRITICAL THINKING INC./GISETC (ENCLOSURE)

Approve Agreement No. A2650.09 with Critical Thinking Inc./GISetc, for faculty training workshops on geospatial technology, for the period July 7, 2009 to July 30, 2012, inclusive, in the amount of \$24,000.

16A5. AGREEMENT WITH REXTAG STRATEGIES CORP. (ENCLOSURE)

Approve Agreement No. A2633.09 with RexTag Strategies Corp., for student internship program, for the period April 16 to June 30, 2009, inclusive, in varied stipend amounts paid to interns.

16A6. AGREEMENT WITH SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC (ENCLOSURE)

Approve Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific, to renew our existing partnership for student internship positions, for the period July 1, 2009 to June 30, 2012, inclusive, in varied stipend amounts paid to interns.

16A7. STUDENT INTERNSHIP PROGRAM AGREEMENT (ENCLOSURE)

Approve Student Internship Program Agreement Template to be used in conjunction with industry agencies and educational Institutions for the purpose of joint venture in the School of Mathematics, Science, and Engineering Student Internship Program in varied stipend amounts paid to interns.

MEMORANDUM

TO:

Members of the Governing Board

Southwestern Community College District

APPROVED BY:

Raj K. Chopra, Ph.D.
Superintendent/President

SUBMITTED BY:

Mark Meadows, Ph.D. Min

Vice President for Academic Affairs

INITIATED BY:

Kathy Tyner, M.S.

Dean, School of Mathematics, Science and Engineering

SUBJECT:

Agreement with Space and Naval Warfare Systems Center Pacific

RECOMMENDATION

Approve Memorandum of Agreement No. A2635.09 with Space and Naval Warfare Systems Center Pacific to renew our existing partnership for student internship positions, for the period July 1, 2009 to June 30, 2012, inclusive, in varied stipend amounts, paid to interns.

OVERVIEW

The Student Summer Internship Program offers Southwestern College (SWC) students the unique and positive experience of working with state-of-the-art equipment and performing research and development work with scientists and engineers, which will encourage them to pursue careers within the Department of the Navy. Qualified Mathematics, Engineering, Science Achievement (MESA) students who complete the program will receive compensation in the form of a scholarship funded by the SWC MESA Program and the School of Mathematics, Science, and Engineering Research and Training Institute. Students majoring in science have identified participation in a research internship as one of the top factors that contributed to their academic success. Our 2005-2009 partnership resulted in summer research internships for more than 25 students.

FISCAL IMPACT/ACCOUNT

Varied stipend amounts/Account Nos. 1-42430-649973-713, 1-42430-600402-730 (Grant funds)

KT:ls

MEMORANDUM OF AGREEMENT BETWEEN

SPACE AND NAVAL WARFARE SYSTEMS CENTER PACIFIC AND

SOUTHWESTERN COMMUNITY COLLEGE DISTRICT

Subj: STUDENT SUMMER INTERNSHIP PROGRAM

- 1. General. This Memorandum of Agreement between Space and Naval Warfare Systems Center Pacific (SSC Pacific) and Southwestern Community College District (SWCCD) sets forth the roles and responsibilities for Southwestern Community College District students enrolled in a science or engineering curriculum to participate in an internship program with SSC Pacific. This program offers students the unique and positive experience of working with state of the art equipment and performing Research and Development work with scientists and engineers, thereby encouraging them to pursue careers with the Department of the Navy and in science and technology.
- 2. Legal Authority. Under the authority of 5 U.S.C 3111, Federal Departments and Agencies may accept voluntary service for the United States if the service is performed by a student, with the permission of the institution at which the student is enrolled, as part of an agency program established for the purpose of providing educational experience for the student and such service is to be uncompensated by the agency and will not be used to displace any employee or to staff a position that is a normal part of the agency's work force. A student participating under an agency volunteer program is not considered to be a Federal employee for any purposes other than injury compensation or laws related to the Tort Claims Act.
- 3. <u>Background</u>. SWCCD has established the Mathematics, Engineering, Science Achievement (MESA) program. Together with the California Community College Program (CCCP) MESA works to increase the number of educationally disadvantaged community college students who transfer to four-year institutions and earn degrees in mathematics, science or engineering. MESA CCCP provides academic support programs and career development services for eligible students. MESA CCCP students from across the state participate in summer undergraduate research programs.
- 4. Scope. Activities will include assisting scientists and engineers in current projects and working with other summer interns at the junior, senior, and graduate level. SWCCD will refer students interested in the Volunteer Service Program to SSC

Pacific, which will then make the final selection of participants in consultation with SWCCD. SSC Pacific is an Equal Employment Opportunity Employer and selections will be made in accordance with EEO principles and policies.

Volunteer Service will be uncompensated by SSC Pacific. Volunteer service does not guarantee permanent employment of any kind with SSC Pacific or with any other Federal entity.

5. Specific Operating Relationships.

a. SSC Pacific will:

- 1) Ensure Office of Personnel Management and SSC Pacific Volunteer Service Program objectives are met.
- 2) Designate a Volunteer Service Program Coordinator to whom all inquiries may be directed.
- 3) Provide structured assignments and opportunities for experience that reflect program objectives.
- 4) Certify and document participation in and completion of the Volunteer Service Program.
- 5) Provide SSC Pacific staff participants with the opportunity to evaluate the program in reference to program objectives and provide such evaluations to the SWCCD.
- 6) Obtain unclassified visitor badges for each selected participant.

b. SWCCD will:

- 1) Develop an information dissemination system that ensures that all SWCCD students are given equal opportunity to apply for referral.
- 2) Provide SSC Pacific with the name of a SWCCD official to whom all inquiries may be directed.
- 3) Provide resumes of the interested SWCCD students to SSC Pacific.
- 4) Provide information necessary for SSC Pacific to provide structured, meaningful assignments within the academic nature of student's assignment.

- 5) Inform SSC Pacific of any changes in a participant's status.
- 6) Ensure participants maintain acceptable attendance and conduct themselves in a manner that does not disrupt normal workflow.
- 7) Provide student participants with the opportunity to evaluate the program in reference to program objectives and provide such evaluations to SSC Pacific.
 - 8) Compensate its students for their efforts.
- 6. Resource Commitments. No impact anticipated.
- 7. Expected Impact on Personnel and Organization. No impact anticipated.
- 8. <u>Copyrights</u>. The participating institution and/or student(s) may own the copyrights in any work that is copyrightable and was authored by a student while working as a Volunteer Service Program participant under this Agreement. Such copyrights are subject to the U.S. Government rights discussed in paragraphs 8.a.and 8.b. below.

The U.S. Government shall have the rights to:

a) Use, modify, reproduce, release, perform, display, or disclose such works within the Government without restriction; and

b) Release or disclose such works outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose such works for U.S. Government purposes.

9. Patents Rights.

- a) *Invention* means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the United States Code.
- b) Subject Invention means any invention conceived or first actually reduced to practice exclusively by one or more students while working under this Student Volunteer Program Agreement. All such inventions must be identified and disclosed in writing to SSC Pacific within 60 days of conception or reduction to practice. Such identification and disclosure should also contain an election

with regard to retaining rights, title or interest in the invention.

c) Allocation of principal rights: The SWCCD and/or student(s) may retain the entire right, title, and interest throughout the world to each subject invention. The U.S. Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States each subject invention throughout the world. Ιf the SWCCD and/or student(s) fails to disclose the invention as required in paragraph 9.b. or fails to elect to retain rights, title or interest in the invention within 60 days of conception or reduction to practice, SSC Pacific shall be entitled to the right, title, and interest throughout the world to the each subject invention. After receipt of such right, title or interest in the invention by SSC Pacific, the SWCCD and/or student(s) shall have a nonexclusive, nontransferable, irrevocable paid-up license to practice or have practiced on its behalf throughout the world for each subject invention.

10. Program Points of Contact:

a. SSC Pacific

Ayax D. Ramirez, Branch Head, Code 55430 Building A4, Room 114A (619)553-7561

b. SWCCD MESA Program:

Dr. Raga Bakhiet, MESA Director SWCCD Room 332A (619)482-6381 MESA Ctr-Rm 323A

- 11. <u>Effective Date</u>. This MOA will be effective upon signatures of all parties and may be cancelled unilaterally at any time by either party.
- 12. <u>Duration and Review</u>. This MOA shall continue for a period of four years. This MOA will be reviewed annually and revised as appropriate.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representative being thereunto duly authorized.

This Agreement is entered into this sixteenth day of April, 2009

13. Approving Officials.

Raj K. Chopra, Ph.D. Date Superintendent/President Southwestern Community College 900 Otay Lakes Road Chula Vista, CA 91910 M. T. Kohlheim, CAPT., USN Date SSC Pacific 53560 Hull Street San Diego, CA 92152-5001

Janet O'Connor Date
Site Director, Pt. Loma
Human Resource Office
Navy Region Southwest
49330 Electron Drive
San Diego, CA 92152-5001

Approved As To Form:
Office of the Senior Director of
Business Operations & Facilities
Planning

Date: 3/16/09 #A2635.09

Originator: Kathy Tyner/Raga Bakhiet

Charge to Budget Acct No.: 1-42430-649973-713

(MESA)/1-42430-600402-730 (RTI)