Southwestern Community College District  
Governing Board Meeting  
Wednesday, July 11, 2012  
Higher Education Center at National City

AMENDMENT TO AGENDA

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<th>ITEM</th>
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<td>130.</td>
<td>HR: CLASSIFIED EMPLOYMENT OF CLASSIFIED ADMINISTRATOR (ENCLOSURE) (Román)</td>
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<td>Recommend approval of listed employment as indicated below:</td>
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<td>Employee</td>
<td>Position</td>
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<td>Michael</td>
<td>Chief of Police</td>
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<td>Cash (replacement)</td>
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<td>*Figures reflect 5% salary reduction effective 7/1/12. Employment is contingent upon passing background clearance and pre-employment physical.</td>
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<td>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).</td>
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MEMORANDUM

July 11, 2012

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
16A. ACADEMIC AFFAIRS

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 $31,800.

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. A2633.08 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. A2635.08 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.
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 (SWCCCD) 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. Background. SWCCCD 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. SWCCCD 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.


8. Copyrights. 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.


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. If 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. Effective Date. This MOA will be effective upon signatures of all parties and may be cancelled unilaterally at any time by either party.

12. Duration and Review. 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


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/Rage Bakheit
Charge to Budget Acct No.: 1-42430-649973-713
(MESA)/1-42430-600402-730 (RTD)