



HOWARD

COMMUNITY COLLEGE

You Can Get There From Here.

***Board of Trustees'
Consent Materials***

January 28, 2009

6:00 pm

The Rouse Company Foundation Student Services Hall
RCF-400

GROUND RULES

1. Board members practice respectful dialogue that serves the best interests of the college.
2. Each board member works to integrate servant-leadership into the board culture.
3. Each board member has the opportunity to speak uninterrupted.
4. Board members come prepared – board chair needs to understand what is required and set time and material appropriately.
5. Board chair acts as caretaker for the board – acts as filter, evaluates agenda for time well spent.
6. Board chair speaks for the board to the media.
7. Consent materials are available 10 days in advance; remaining board materials are available seven days in advance.
8. Board members should route any requests for additional information to the board chair or the president at least two business days prior to the board meeting.

Howard Community College's *Dragon Principles*

We promise to help our students, employees, and community members "get there from here."

We pledge to...

Be friendly

Be helpful to our students and community

Be considerate of each other

And we pledge to...

**Partner with businesses and the
community to keep HCC a vital
and current institution**





**Board of Trustees
Advanced Consent Agenda**

January 28, 2009

**The Rouse Company Foundation Student Services Hall
RCF-400**

1. **Proposed New Hires**
2. **Shuttle Service Expenses for Spring 2009**
3. **Laurel College Center Website Redevelopment**
4. **Belmont Construction Phase Change Orders 4, 5, and 6**
5. **Amendment to Sodexo Management Agreement**
6. **Waiver of Three-Month Residency Requirement for Civilian Employees and Defense Contractors Relocated due to BRAC**

1 – Proposed New Hires

Background: The following is a summary of the proposed new hires for Howard Community College. Each employee's salary is determined by objective analysis of the job skills of the position and by placement in the appropriate salary range, as approved by the board.

Purpose: To approve new hires

Timeline: New hires from the period of November 25, 2008, through January 7, 2009

◆———— Recommendation ———◆

The administration requests that the board of trustees approve:

Item: List of new hires

Source of funds: The position and/or the funds are in the FY09 budget as approved by the board at its April 23, 2008, meeting.

Compliance: This request is in compliance with college procedure, Selection of Faculty and Staff – 63.02.03, and within the presidential boundaries related to compensation, fiscal conditions, and other appropriate limitations.

Howard Community College
PROPOSED NEW HIRES

For January 2009 Board Meeting

BUDGETED HIRES (Position Control Positions)¹

December 2008

Title	Department	Position Control Status	Grade	Range for Grade ³	Compensation ²	Name	Effective Date
Mediation Program Coordinator (20 Hours)	Mediation & Conflict Resolution Center	Temporary with Benefits Existing Position Replacement	12	\$48,363-\$80,283	\$26,739	Gilbert, Dennis ⁴	12/08/08

January 2009

Title	Department	Position Control Status	Grade	Range for Grade ³	Compensation ²	Name	Effective Date
Radiologic Technology Clinical Coordinator	Health Sciences	Temporary with Benefits New Position	13	\$52,522-\$87,187	\$55,148	McCleave, Kentricia	1/05/09
Instructor, Nursing	Health Sciences	Existing Position Replacement	Instructor (10 Month)	\$45,390-\$65,816	\$58,000	Johnson, Elizabeth	1/14/09

¹ Position Control position hires are those employees hired who are budgeted employees of the core workforce.

² Annual salary is shown for exempt employees; estimated annual compensation is shown for non-exempt employees since official compensation is an hourly amount (not shown); the employee's salary may reflect part-time or ten-month employment.

³ Ranges shown are taken from the published salary schedules which include only 12-month salaries for full-time staff. Faculty ranges may be 10 or 12-month as applicable.

⁴ Current employee of the core workforce who successfully competed for a vacant position within the college.

2 – Shuttle Service Expenses for Spring 2009

Background: One of the most critical areas on campus is the parking shortage. Even after the completion of the college's first parking garage containing 518 spaces, the college parking deficit remains at 1,576 spaces. While the college is currently in the planning phase for a second parking garage, immediate action must take place in order to accommodate students and employees and help alleviate the parking issues on campus.

Therefore, the college would like to offer shuttle service again this spring semester from the Wilde Lake Village Center to the college's campus. Shuttle services would begin on Monday, February 2, 2009, from 7:00 a.m. to 7:00 p.m., Monday through Friday. Past experience with the shuttle showed these services were required during the first eight weeks of the semester. However, the college has the opportunity to extend these services longer into the semester, as needed.

Approximately 100 volunteers will be recruited to park at the Wilde Lake Village Center and ride the shuttle to campus. Each vice president was asked to provide a specific number of volunteers based on the percentage of employees in their areas. As an incentive, employees are given one \$5 meal voucher for use at the Café on the Quad or Starbucks for every five shuttle rides. In addition, the college is also promoting shuttle use by the student population if they desire to use this service. In previous years, student usage has varied from 10 percent to almost 25 percent; however, the majority of users are typically college employees. Fliers are being posted around campus and at the welcome centers. Information will also appear on the campus monitors. In addition, directional signage will be installed to assist people in locating the parking area and security services will be provided to enhance safety and help monitor the parking lot.

The college can procure these services under the Howard County Public School System's (HCPSS) contract. HCPSS competitively bids bus services and maintains contracts with various bus companies on an as-needed basis with the following companies:

- Brown's Motor Tours
- Chesapeake Charter
- Corporate Transportation
- East Coast Transportation
- Flester's Bus Service
- Hubers Bus Service
- J.C. Bus Company
- J. King Bus Shuttle Service
- Midway Tour and Travel
- US Coachways, Inc.
- Woodlawn Motor Coach

The college's security staff will collect parking statistics to access parking lot usage and available spaces.

The cost associated with the shuttle is 40 days at \$960 per day for a total of \$38,400 (plus up to \$19,200 if the additional four weeks of service are needed). In addition, the college expects to incur some extra expenses to include: 1) meal vouchers - if 75 percent of the shuttle riders consistently ride for eight weeks and redeem their meal vouchers, the college will incur an additional \$3,000; and 2) Kimco Realty for \$1,000 – this amount guarantees the parking lot lease at \$500 per month and includes lot maintenance during inclement weather as well as security who patrol the parking lot. In addition to Kimco's security services, the college would provide regular security officer drive-bys to enhance the safety of its employees and students who park at this location.

Purpose: To obtain board approval to procure shuttle services during the spring 2009 semester

Location: Main campus

Timeline: Spring semester February 2 through March 27, 2009, (eight weeks) with the ability to extend services to May 1, 2009, (twelve weeks)

Specifications: To provide shuttle services from the Wilde Lake Village Center to the HCC campus for employees and students

- Guaranteed services for eight weeks
- Extended services available past eight weeks, as needed
- 28 passenger coach available
- Ability to terminate services early if rider usage is low

Bids: Quotes for shuttle services were solicited with four companies responding to the request for services. These services are part of the HCPSS contract. Woodlawn Motor Coach provided the lowest rate meeting all the criteria required for selection

Service Provider	Quote	Notes
A.S. Tours/Midway	\$980 per day	Extended services not guaranteed; 28 passenger
Hubers Bus Service	\$850 per day	Not available all required dates; 24 passenger coach
US Coachway, Inc.	\$1,125 per day	Extended services available; 28 passenger coach
Woodlawn Motor	\$960 per day	Extend services available; 28 passenger coach

◀ Recommendation ▶

The administration requests that the board of trustees approve:

Amount: The original contracted amount for eight weeks of service of \$38,400 plus an optional four weeks of service at \$19,200 totaling a not-to-exceed amount of \$57,600

Vendor: Woodlawn Motor Coach, Inc.

Source of funds: FY09 unrestricted budget

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.

3 – Laurel College Center Website Redevelopment

Background: In a community market survey conducted in spring 2008, Laurel-area residents indicated that the Internet is a primary source of information for choosing colleges. In response to this research finding, and also as part of an effort to enhance recognition as a regional higher education center, Prince George's Community College (PGCC) and Howard Community College (HCC) have begun a project to redevelop the Laurel College Center website. The project's focus will market the center's unique identity within the community and better promote its flexible learning options and degree programs. To achieve this goal, the public relations and marketing offices at both PGCC and HCC would like to work with *CentreTEK Solutions, LLC*, which can provide technical consulting and assistance. *CentreTEK's* assistance with other web-related projects has proved invaluable.

Purpose: To obtain board approval for contractual services to redevelop the Laurel College Center website

Timeline: January 2009 through June 2009

Specifications: Meet with college marketing representatives to discuss goals, marketing objectives, and develop branding for the new website; review the college's web content architecture and provide suggestions for alignment of content and navigation; propose a design layout for the home page and subordinate pages based upon agreed upon branding and marketing objectives; and develop web style sheets and templates.

Bids: Sole-source justification: *CentreTEK* has unique knowledge and understanding of the college's web infrastructure and business processes due to their prior involvement with developing a new web presence for Howard Community College.

◆————— Recommendation —————◆

The administration requests that the board of trustees approve:

Amount: Up to a total of \$28,000

Vendor: *CentreTEK Solutions, LLC*

Source of funds: Laurel College Center budget

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.

4 – Belmont Construction Phase Change Orders 4, 5, and 6

Background: The construction management at risk contract for the Belmont barn renovation was awarded by the board of trustees in September 2007 to Struever Bros. Eccles & Rouse, Inc. (SBER) after a competitive bid process. The pre-construction services were approved for \$38,352.

Since then, additional civil engineering support services were necessary. Change orders 1, 2, and 3 were previously approved by the board as follows:

Change order 1: Survey and geotechnical services (approved by the board of trustees on April 23, 2008, for \$9,695).

Change order 2: Topographical survey and drilling of test bores for addition of parking lot (approved by the board on September 24, 2008, for \$1,939).

Change order 3: Geothermal layout including conductivity test and surveying (approved by the board of trustees on September 24, 2008, for \$3,436).

The following construction change orders resulted from requirements by the health department and needed to be completed as soon as possible in order to keep the project progressing.

Change order 4

The contractor had to perform additional design services for the application to the Howard County Health Department for the approval of the septic system and percolation. The cost was \$7,500.

Change order 5

The contractor had to provide additional hydro-geological support for the Belmont barn septic expansion as a result of recent guidance and input received from the Maryland Department of the Environment (MDE) and the Howard County Health Department, in wake of the recent percolation tests completed on October 8, 2008, for \$7,783.25

Change order 6

As directed by the Howard County Health Department and MDE, the contractor had to provide the construction services as required for the additional percolation test to support the site septic system. The cost was \$1,450.

The Howard County Health Department will also require an additional percolation test during the wet season (February-April), so additional services will be requested for this project from SBER at that time.

Purpose: To request board authorization for change orders 4, 5, and 6

Location: Belmont Conference Center

Timeline: The work was completed to satisfy the Howard County Health Department

Specifications: Change Orders 4, 5, and 6

◆————— **Recommendation** —————◆

The administration requests that the board of trustees approve:

Amount: \$ 7,500.00 for change order 4
\$ 7,783.25 for change order 5
\$ 1,450.00 for change order 6
\$16,733.25 total

Vendor: Struever Bros. Eccles & Rouse, Inc.

Source of funds: FY09 Capital Budget, Belmont Conference Center

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.

5 – Amendment to Sodexo Management Agreement

Background: At the August 28, 2008, board meeting, the board was asked to approve an overage in the Sodexo contract. Under the current contract, Sodexo charges a management fee of \$20,000 and the college must also absorb any losses on the operation of the cafeteria. Typically, community college cafeteria operations lose money because the primary service is lunch with lighter usage for breakfast and dinner. The college also does not require students to purchase meal passes since it is a commuter campus and students have other options for food purchases.

When the college received the final bill for FY08, it was over the anticipated loss by \$61,086. The overage was due to increased food and labor costs as well as fuel and delivery charge increases. For FY09, the college has increased the prices of food in the Café on the Quad to help offset these future losses.

After a meeting with Sodexo about this overage, Sodexo agreed to waive the management fee of \$20,000 for FY08, if the college would agree to a Consumer Price Index (CPI) adjustment each year on the \$20,000 management fee in future years. Based on this agreement, an amendment was submitted to the college for approval.

Purpose: To obtain board approval to allow the \$20,000 management fee to increase each year based on the CPI.

Location: Café on the Quad

Timeline: FY09 and future years

◆————— Recommendation —————◆

The administration requests that the board of trustees approve:

Amount: A CPI adjustment on the \$20,000 management fee for the Sodexo contract. For FY09, this adjustment is estimated at 5 percent or \$1,000.

Vendor: Sodexo Inc., and Affiliates

Source of funds: Bookstore budget

Compliance: This request is in compliance with college procedure, Purchasing – 62.05.01.

6 – Waiver of Three-Month Residency Requirement for Civilian Employees and Defense Contractors Relocated due to BRAC

Background: As a result of the most recent iteration of the Base Realignment and Closure Act (BRAC), the Howard County region will experience an influx on individuals relocating for jobs associated with national defense and security activities. Currently, Howard Community College requires that individuals reside in Howard County for three-months in order to qualify for in-county tuition rates. Similarly, many of the state’s public four-year institutions require individuals to reside in Maryland for over a year prior to becoming eligible for in-state tuition rates. Recently, both the University System of Maryland and Morgan State University have announced that they are waiving their residency requirements for civilian employees of the U.S. Armed Forces and defense contractors transferred to Maryland under BRAC. The waiver allows these categories of workers as well as their spouses and dependent children to qualify for in-state rates immediately upon their transfer. The administration would like to offer a similar waiver of county residency requirements for individuals moving to Howard County.

In order to determine eligibility for this waiver for civilians working for the U.S. Armed Forces, the college would require documentation of a BRAC-related transfer from the Department of Defense (DOD) or the employee’s military unit, such as a copy of the DD Form 1614 (Request/Authorization for DOD Civilian Permanent Duty) and proof of Howard County residency. For defense contractors, the college would require the submittal of adequate supporting documentation of a BRAC-related transfer from their defense contractor employers establishing that the transfer was BRAC-related and proof of Howard County residency.

At this time, no other community colleges have adopted a similar policy. This waiver would expire at the end of fiscal year 2014.

Purpose: To waive the three-month residency requirement for civilian employees and defense contractors residing in Howard County transferred to Maryland under BRAC as well as their spouses and dependent children

Location: Howard County

Timeline: January 28, 2009 – June 30, 2014

◆————— Recommendation —————◆

The administration requests that the board of trustees approve the following resolution waiving the three-month residency requirement for civilian employees and defense contractors residing in Howard County transferred to Maryland under BRAC as well as their spouses and dependent children.

Amount: Undetermined

Source of funds: Operating Budget

Compliance: This request is in compliance with Board of Trustees' Bylaws: The Board of Trustees Responsibilities and Powers - Funds and Board of Trustees' Policies: Governance Process – Board's Role.

AMENDMENT

HOWARD COMMUNITY COLLEGE

AND

SODEXO MANAGEMENT, INC.

THIS AMENDMENT, dated December 17, 2008, is between HOWARD COMMUNITY COLLEGE ("Client") and SODEXO MANAGEMENT, INC. ("Sodexo").

W I T N E S S E T H:

WHEREAS, Client and Sodexo (successor by name change to Sodexo Management Inc.) entered into a certain Management Agreement, dated May 24, 2000 ("Agreement"), whereby Sodexo manages and operates Client's Food Services operation in Columbia, Maryland;

WHEREAS, the parties now desire to amend the aforesaid Agreement;

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. The following shall be added to the Agreement as Section 8.2:

"8.2 Inflation Adjustments. Any fixed or minimum Management Fee and General Support Services Allowance provided for herein shall be increased on July 1, 2009, and on each July 1st thereafter by a percentage equal to the percent of change in the Consumer Price Index, All Urban Consumers, National Average Unadjusted averaged for the preceding twelve (12) month period."

2. Section 9.11 is hereby amended to reflect a change in address for notices sent to Sodexo as follows:

"To Sodexo: Sodexo Management, Inc.
Attention: Ernie Minor
Senior Vice President
9801 Washingtonian Blvd., Suite 1034
Gaithersburg, Maryland 20878

and: Sodexo Management, Inc.
Attention: Law Department
9801 Washingtonian Blvd., Dept. 51/899.74
Gaithersburg, Maryland 20878"

3. All other terms and conditions contained in the Agreement shall remain

unchanged and in full force and effect, except by necessary implication.

IN WITNESS WHEREOF, the duly authorized officers of the parties have executed this Amendment, as of the date indicated in the first paragraph of this Amendment.

HOWARD COMMUNITY COLLEGE

By: _____
Name (printed): _____
Title: _____

SODEXO MANAGEMENT, INC.

By: _____
Ernie Minor
Senior Vice President