

**AGENDA FOR MEETING OF BOARD OF TRUSTEES
OF
UNIVERSITY OF CENTRAL ARKANSAS
ON
May 4, 2012
AT
2:00 P.M.
BOARD OF TRUSTEES CONFERENCE ROOM – WINGO HALL**

**Mr. Bobby Reynolds –Chair
Mr. Victor Green – Vice Chair
Ms. Kay Hinkle – Secretary
Ms. Elizabeth Farris
Mr. Rush Harding, III
Mr. Brad Lacy
Mr. Scott Roussel**

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MINUTES OF THE FEBRUARY 24 and APRIL 2, 2012 MEETINGS**
- IV. STATEMENTS FROM THE PRESIDENTS OF THE FACULTY SENATE, STAFF SENATE AND STUDENT GOVERNMENT ASSOCIATION**
 - A. Dr. Janet Wilson, Faculty Senate President**
 - B. Ms. Diana Winters, Staff Senate President**
 - C. Mr. Austin Hall, SGA President**
- V. AUDIT COMMITTEE REPORT**
- VI. PRESIDENT’S REPORT**
 - A. Financial Update – Diane Newton, VP Finance/Administration**
 - B. HLC Monitoring Report – Dr. Neil Hattlestad**
 - C. Website Home Page – Jeff Pitchford, VP University/Government Relations**
 - D. Other**

VII. ACTION AGENDA

- A. “Fees – General Registration and Others” – Board Policy No. 630**
- B. Operating Budget 2012-13**
- C. “Children in the Workplace” – Board Policy No. 518**
- D. “Protection of Minors on Campus” – Board Policy No. 418**
- E. “Diversity; Diversity Advisory Committee” – Board Policy No. 502**
- F. “Contract Review Procedures” - Board Policy No. 416**
- G. “Board of Trustees - University Improvement Fund” – Board Policy No. 607**
- H. “Fees – Health, Physical Education, Recreation (HPER) Center and Farris Center Pool” – Board Policy No. 647**
- I. *Faculty Handbook* – Revisions**
- J. “Traffic and Parking Regulations” – Board Policy No. 421**
- K. Consent to Bond Re-financing by University of Central Arkansas Foundation, Inc. – Bear Village Apartments**

VIII. NOTIFICATIONS/DELETIONS

- A. Deletion: AAS Degree in Business**
- B. Deletion: Diverse Literatures Certificate**

IX. EXECUTIVE SESSION TO CONSIDER PERSONNEL MATTERS

X. OPEN SESSION

- A. Personnel List**
- B. Other**

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III. MINUTES

Minutes of the February 24, 2012, and April 2, 2012, Board meetings, which can be found on UCA's web site, were distributed to Board members for review prior to the May 4, 2012, Board meeting.

VII. ACTION AGENDA

A. “Fees – General Registration and Others” – Board Policy No. 630

The administration proposes the following changes in mandatory general tuition and fees:

1. **General Registration (Tuition):** For undergraduate students, the current tuition rate (the general registration fee) is \$179.55 per credit hour. For graduate students, the current tuition rate is \$221.25 per credit hour.

Based upon a review of the proposed operating budget for the University for the next academic year, the administration proposes that tuition for undergraduate students be increased by \$3.70 per credit hour making the hourly tuition rate \$183.25.

For graduate students, the administration proposes a new hourly rate of \$225.80, an increase of \$4.55 per credit hour.

Justification: The proposed increases are 2.06%. If approved, these increases will generate just under \$1 million in additional revenue for the operating budget (assuming the same enrollment as the current year in number of full-time equivalent students). The additional revenue will be applied toward increases in fixed costs.

2. **AAGE (Rising Junior Exam fee):** Currently there is a \$5.00 per semester fee levied on each student. This semester fee was imposed several years ago to pay for testing services. The revenue to date for FY12 is \$92,412. The administration proposes that this fee be eliminated.

Justification: The fee was created to fund an exam that is no longer given. The funding from this fee has been absorbed by the general budget. Although additional testing services have been added since this exam was eliminated, it is recommended that the fee be eliminated and testing services be budgeted as part of the general budget.

Conclusion: The proposed tuition increases and the elimination of the AAGE testing fee (along with the \$1.62 per hour HPER fee increase approved in February, 2012) equate to an overall increase of 2.08% in undergraduate tuition and fees and 2.18% in graduate tuition and fees.

With the proposed tuition increase and HPER fee increase, an undergraduate student taking 15 hours will pay an additional \$74.80 per semester and a graduate student taking 12 hours will pay an additional \$74.04 per semester.

3. **Other Fee Proposed with No Recommendation:** An additional fee was proposed by the College of Fine Arts and Communication, approved by the former Provost and Vice President for Academic Affairs, and endorsed by the Student Government Association. This fee would be a \$10.00 per credit hour fee for students taking three courses in the

Department of Mass Communication. The funds generated (approximately \$47,500 per fiscal year) would to be used to purchase equipment for those classes.

The administration has not included this fee in the proposed tuition and fee revisions for the next academic year. Equipment needs of the Department of Mass Communication will be met with other resources, and if the Provost and Vice President for Academic Affairs determines that such an additional fee is justified, it will be brought before the Board of Trustees in the spring, 2013 for the next year's operating budget.

The President recommends to the Board of Trustees, the following resolution:

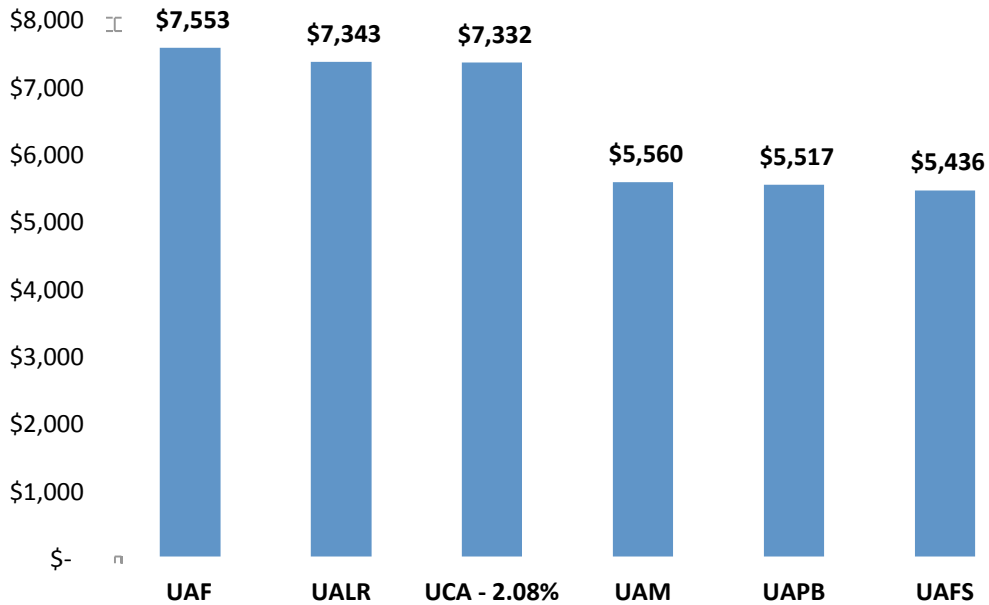
“BE IT RESOLVED: That the Board of Trustees adopts the following statement of fees as Board Policy No. 630, “General Registration and Other Fees” effective fall, 2012.”

Proposed Tuition/Fee Comparisons for FY13
as of 4/16/12

In-State, Full-Time UNDERGRADUATE	
FY13 Proposed Tuition & Fees	
UAF	\$ 7,553
UALR	\$ 7,343
UCA - 2.08%	\$ 7,332
UAM	\$ 5,560
UAPB	\$ 5,517
UAFS	\$ 5,436

■

FY13 Proposed Tuition & Fees



NOTE: UCA's total tuition/fee amount includes all increases for general tuition and fees, including the HPER fee.
The \$5/semester AAGE Fee (Rising Junior Exam) has been eliminated, which is part of the 2.08%

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 630

Subject: Fees – General Registration and Others

Date Adopted: 03/94 Revised: Passim (most recent 05/12)

The current general registration and other required fees for fall 2012/spring 2013/summer 2013 15-credit hours per semester are as follows:

		2012-2013		
UNDERGRADUATE FALL/SPRING		Per Hour	15 Hrs.	
General Registration		179.55 183.25	2,693.25 2,748.75	
Athletic		17.00	255.00	
Student Ctr/Recreation		4.25	63.75	
Facilities Fee		9.00	135.00	
HPER		7.50 9.12	112.50 136.80	
Fine/Performing Arts		2.00	30.00	
Cooperative Education		0.50	7.50	
Technology		7.50	112.50	
Library		3.00	45.00	
Writing/Retention		0.35	5.25	
Activity Fee	Sem.		15.50	
SAB	Sem.		8.00	
Testing & Assessment	Sem.		5.00	
Publication	Sem.		6.00	
Radio Station	Sem.		5.00	
Access and Security	Sem.		27.00	
Health Service	Sem.		65.00	
Total Per Hour and Per Sem.			230.65 235.97	3591.25 3,666.05
Out-of-State (Note 1)			179.55 183.25	2,693.25 2,748.75
Out-of-State Total			410.20 419.22	6,284.50 6,414.80

2013

UNDERGRADUATE SUMMER

	Per Hour	15 Hrs.
<hr/>		
<u>Per Hour Fees</u>		
General Registration	179.55 183.25	2,693.25 2,748.75
Athletic	17.00	255.00
Student Ctr/Recreation	4.25	63.75
Facilities Fee	9.00	135.00
HPER	7.50 9.12	112.50 136.80
Fine/Performing Arts	2.00	30.00
Cooperative Education	0.50	7.50
Technology	7.50	112.50
Library	3.00	45.00
Writing/Retention	0.35	5.25
Total Per Hour	230.65 235.97	3,459.75 3,539.55

	May	Full Term & 10-Week	Summer 1	Summer 2
<hr/>				
Access & Security (Note 2)	15.00	15.00	15.00	15.00
Health Services (Note 3)	32.50	65.00	32.50	32.50
Testing & Assessment	5.00	5.00	5.00	5.00
SAB (Student Activity Board)	-	3.00	1.50	1.50
Student Activity	3.50	3.50	3.50	3.50
<hr/>				
Total Per Semester/Term Fees	56.00 51.00	91.50 86.50	57.50 52.50	57.50 52.50

2012-2013

	Per Hour	15 Hrs.
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ONLINE UG FALL/SPRING		
Online Registration	179.55 183.25	2,693.25 2,748.75
Online Fee	76.10 77.72	1,141.50 1,165.80
Access & Security Sem.		27.00
Health Service Sem.		65.00
<hr/>		
Total Per Hour and Per Sem.	255.65 260.97	3,926.75 4,006.55

2013

ONLINE UG SUMMER

Per Hour

15 Hrs.

Per Hour Fees

Online Registration	179.55 183.25	2,693.25 2,748.75
Online Fee	-76.10 77.72	1,141.50 1,165.80

Total Per Hour	255.65 260.97	3,834.75 3,914.55
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<u>Per Semester/Term Fees</u>	Full Term			
	May	& 10-Week	Summer 1	Summer 2
Access & Security (Note 2)	15.00	15.00	15.00	15.00
Health Services (Note 3)	32.50	65.00	32.50	32.50
Total Per Semester/Term Fees	47.50	80.00	47.50	47.50

2012-2013

**GRADUATE
FALL/SPRING**

Per Hour

12 Hrs.

General Registration	221.25 225.80	2,655.00 2,709.60
Athletic	17.00	204.00
Student Ctr/Recreation	4.25	51.00
Facilities Fee	9.00	108.00
HPER	7.50 9.12	90.00 109.44
Fine/Performing Arts	2.00	24.00
Technology	7.50	90.00
Library	3.00	36.00
Writing/Retention	0.35	4.20
Activity Fee Sem.		15.50
SAB Sem.		8.00
Publication Sem.		6.00
Radio Station Sem.		5.00
Access & Security Sem.		27.00
Health Service Sem.		65.00

Total Per Hour and Per Sem.	271.85 278.02	3,255.00 3,462.74
Out-of-State (Note 1)	221.25 225.80	2,655.00 2,709.60
Out-of-State Total	493.10 503.82	5,910.00 6,172.34

2013

GRADUATE SUMMER

	Per Hour	12 Hrs.
<u>Per Hour Fees</u>		
General Registration	221.25 225.80	2,655.00 2,709.60
Athletic	17.00	204.00
Student Ctr/Recreation	4.25	51.00
Facilities Fee	9.00	108.00
HPER	7.50 9.12	90.00 109.44
Fine/Performing Arts	2.00	24.00
Technology	7.50	90.00
Library	3.00	36.00
Writing/Retention	0.35	4.20
Total Per Hour	271.85 278.02	3,262.20 3,336.24

<u>Per Semester/Term Fees</u>	May	Full Term & 10-Week	Summer 1	Summer 2
Access & Security (Note 2)	15.00	15.00	15.00	15.00
Health Services (Note 3)	32.50	65.00	32.50	32.50
SAB (Student Activity Board)	-	3.00	1.50	1.50
Student Activity	3.50	3.50	3.50	3.50
Total Per Semester/Term Fees	51.00	86.50	52.50	52.50

2012-2013

ONLINE GRAD

	Per Hour		12 Hrs.	
FALL/SPRING				
Online Registration	221.25	225.80	2,655.00	2,709.60
Online Fee	75.60	77.22	907.20	926.64
Access & Security Sem.			27.00	
Health Service Sem.			65.00	
Total Per Hour and Per Sem.	296.85	303.02	3,654.20	3,728.24

2013

ONLINE GRAD SUMMER

	Per Hour		12 Hrs.	
<u>Per Hour Fees</u>				
Online Registration	221.25	225.80	2,655.00	2,709.60
Online Fee	75.60	77.22	907.20	926.64
Total Per Hour	296.85	303.02	3,562.20	3,636.24

<u>Per Semester/Term Fees</u>	May	Full Term & 10-Week	Summer 1	Summer 2
Access & Security (Note 2)	15.00	15.00	15.00	15.00
Health Services (Note 3)	32.50	65.00	32.50	32.50
Total Per Semester/Term Fees	47.50	80.00	47.50	47.50

Explanatory notes:

Note 1: Out-of-state fees are waived for:

- Students residing in University housing (housing owned or leased by the University)
- Full-time students receiving a full tuition scholarship provided by unrestricted funds of the University (State Statute 6-82-103)
- Children or grandchildren (age 26 or under) of UCA graduates who are dues paying members of the UCA Alumni Association
- Students who are members or dependents of members of the armed forces stationed in the State of Arkansas pursuant to military orders as stated in State Statute 6-60-205

- Undergraduate students whose permanent address is in one of the counties contiguous to the State of Arkansas identified in relation to ACA 6-60-303 and 19-5-1076 which established the Higher Education Tuition Adjustment Fund
- Graduate students whose permanent address is in one of the states contiguous to the State of Arkansas (Texas, Oklahoma, Missouri, Tennessee, Mississippi, and Louisiana)
- Graduate students who have a full-time graduate assistantship
- Courses offered through the Division of Outreach and Community Engagement
- Courses offered online
- Courses offered during the summer

Undocumented students pay out-of-state tuition unless they live in university housing. There may be exceptions/modifications for international students pursuant to a contract with another entity.

Note 2: The maximum Access and Security Fee is \$15 for summer.

Note 3: The maximum Health Services Fee is \$65 for summer.

Course, lab, and department fees are not listed and vary per individual class schedule.

VII. ACTION AGENDA

B. Operating Budget 2012-13

The operating budget for FY2012-13 will be mailed under separate cover.

The following is a summary description of the FY 2013 operating budget. This operating budget has been prepared based upon the following assumptions:

- (a) approval of the changes for tuition and fees for the next academic year as set forth in the revisions to Board Policy No. 630;
- (b) enrollment for the next academic year (the “annualized full-time equivalent” of 10,446) being the same as for the current academic year;
- (c) a slight increase in state funding (\$311,000);
- (d) the previously-approved room rates and the \$1.62 per credit increase in the fee for the Health, Physical Education and Recreation (HPER) Center; and
- (e) no increase in board plan rates.

The budget totaling \$161,678,281 is an increase of \$2,046,371 from the current revised budget (a 1.28% increase).

The departmental expense budgets are held to FY12 levels with the budgeted increase in health insurance (\$550,000) being the single largest increase.

One of the administration’s primary areas of focus in preparing the FY13 was to address needs as prioritized by the strategic budgeting process while continuing the effort to rebuild the university’s unrestricted reserves. Based upon the priorities established by the Strategic Budget Advisory Committee and working with the University’s Strategic Plan, the following items have been addressed:

- The funds for the disaster recovery upgrades (\$994,920) will be paid from unexpended plant funds and not from the operating budget;
- The faculty step raises (\$134,930) will be absorbed and paid from the Office of Academic Affairs and will not affect the operating budget for FY 2013 (although this same item will have to be provided for in the budget beginning in FY 2014);
- The nursing position (\$73,360) is in the FY 2013 budget as proposed;
- The contingency for disability support services will be reviewed and appropriate additions/adjustments made during the fiscal year;
- The additional funds for the enrollment management plan (with SEM Works, LLC) have been transferred on the university’s base budget (\$257,370), and additional funds, if required to complete the enrollment management plan and efforts, will be funded next year on a one-time basis without further transfers in the base budget; and

- Other items identified by the committee as priorities will be discussed and evaluated for funding with the revenues from the slight increase in tuition.

Finally, the Strategic Budget Advisory Committee provided a separate recommendation dealing with a cost-of-living adjustment (“COLA”) and salary increases. The recommendation from the UCA Faculty Senate was for a 1.5% COLA for faculty, along with a 0.5% pool for merit raises. The recommendation from the UCA Staff Senate was for a 2.0% COLA for classified and non-classified employees. These two recommendations were ranked as second in priority by the committee, even though presented separately.

As discussed below, the proposed operating budget does not contain funds sufficient to provide for these sums, but the administration will recommend an alternative plan to the Board of Trustees in the event the fall enrollment numbers are higher and sufficient funds exist to pay some form of COLA.

Major Components of Sources (Income)

- A. The Educational & General (“E & G”) Tuition and Fee budget comprises 42.39% of the total budgeted revenue and is based on the same annualized FTE enrollment. The total increase in Tuition and Fees is **2.08% or \$5.32 per credit hour**.
- B. This \$5.32 increase is \$3.70 per credit hour for tuition and \$1.62 per credit hour for the HPER Center fee and the elimination of the AAGE \$5.00 per semester fee. These changes will generate approximately \$1,340,900 in new revenue.
- C. The state appropriation budget represents 35.07% of the total budgeted revenue and is comprised of projected Revenue Stabilization Act (RSA) funding of \$52,284,021 and Educational Excellence Trust Fund (EETF) receipts of \$4,421,530.
- D. The major revenue sources in the auxiliary operations of the University are from Housing and Food Service. Housing revenues will increase 3% due to the increase in room rates as approved by the Board of Trustees earlier this year. Board rates (cafeteria meal plans) will not increase for the next academic year. As mentioned earlier, the HPER Center fee has been increased by \$1.62 to provide funds for an expansion of the facility.
- E. Other major auxiliary components, including Athletics, Student Center, Student Health Center and others, are not requesting any form of student fee increase for fiscal year 2013.
- F. Athletic revenues are projected to increase for the next academic year, due primarily to the receipt of \$360,000 from NCAA revenues.

Major Components of Uses (Expenditures)

- A. Salaries and benefits comprise 57.38% of the operating budget for E&G and Auxiliary.
- B. As mentioned earlier, the proposed operating budget does not contain funds sufficient to provide an across the board COLA or salary increase for faculty and staff due to the previous decline in enrollment, relatively flat state funding and the very modest increase in tuition proposed. If additional funds become available to the University as a result of an increase in annualized FTE (or additional state funding at some future date), the administration will work with the Board of Trustees to provide some form of COLA in the coming academic year, without adding the amounts to the base budget, as well as paying close attention to the need to increase the University's unrestricted reserves. This will be reviewed throughout the fall semester.
- C. Scholarships and fee waivers constitute another 13.97% of the budget. This percentage is the same as FY12. This percentage is not the same number as required under Arkansas law (the so-called 20% rule), but is set at a figure to ensure that the University remains competitive in scholarship offerings, while at the same time meeting the requirements of state law on institutional scholarship expenditures.
- D. Finally, for athletics, due to the receipt of the NCAA revenues in FY 2013, the budgeted transfer from E & G will decline. Under state law, the University is permitted to transfer \$1,180,687 from E & G to athletics in FY 2013. The proposed operating budget transfer will be \$1,069,387. This is \$111,300 less than authorized in state law, and is \$85,442 less than the actual amount transferred in FY 2012. The budget also provides for \$1,200,000 to be transferred to athletics from the auxiliary administrative charge.

Therefore, the President recommends to the Board of Trustees the following resolution:

“BE IT RESOLVED: That the Board of Trustees approves the 2012-13 operating budget totaling \$161,678,281.”

VII. ACTION AGENDA

C. “Children in the Workplace” – Board Policy No. 518

This action agenda item proposes a new policy of the Board of Trustees setting forth standards and criteria dealing with children in the workplace.

Beginning in 2010, discussions were held on campus concerning persons bringing children to campus and some of the problems associated with such activity. A draft of a policy governing children in the workplace was circulated, but objections were made and it was determined that further work across the campus was necessary to (a) ensure that the policy was discussed at many levels and (b) ensure that the University be a “family friendly” environment while at the same time recognizing that children do not need to be brought to campus and exposed to risks, nor are University offices an alternative to child care.

The draft was revised and discussed and is presented to the Board of consideration. The proposed policy on Children in the Workplace may be summarized as follows:

- The policy applies to all students, faculty and staff of the University.
- The University is, and strives to be, a “family friendly” environment.
- Brief and infrequent visits by children of faculty, staff and students are encouraged.
- However, regular or extended presence of children in the workplace is discouraged for health and safety reasons; due to potential disruption of work and instruction; and for potential liability to the University.
- The policy contains guidelines on having children on campus and in classrooms, and it is made clear that bringing children to campus is not an alternative to child care, nor should the presence of a child on campus be disruptive or be in a hazardous area.
- The employee must notify his/her supervisor and receive approval to have the child in the workplace and to make sure the provisions of the policy are carried out.
- The policy does not prohibit children from participating in University-sponsored events or other events open to the public.

Many colleges and universities across the country have similar policies and this proposed policy is similar to most that are currently in use.

The proposed policy on Children in the Workplace has received the endorsement of the Faculty Senate, Staff Senate and Student Government Association.

The President recommends to the Board of Trustees, the following resolution:

“BE IT RESOLVED: That the attached proposed Board Policy No. 518, “Children in the Workplace”, is hereby adopted and the administration is authorized and directed to incorporate the provisions of the foregoing policy in University publications, materials and handbooks, as well as take any and all other steps necessary to implement the foregoing policy.”

UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY

Policy Number: 518

Subject: Children in the Workplace

Date Adopted: 05/2012 Revised: _____

Statement:

This policy applies to all students, faculty and staff of the University of Central Arkansas. UCA makes every effort to provide a family-friendly environment for its students, faculty and staff and encourages children to participate in family- and youth-oriented programs on campus. The University understands that brief and infrequent visits by children of faculty, staff and students to campus and facilities occur for a variety of reasons (such as on-campus events, entertainment, meals and other activities). While it is not the policy to restrict visits by children for such activities, the frequent, regular or extended presence of children during work hours is not permitted due to (i) the potential for interruption of work; (ii) health and safety concerns; and (iii) liability to the University.

The University's employment policies and benefits strive to help employees balance work and family responsibilities. When schedules allow, the University encourages supervisors to be flexible in granting accrued leave to employees who need to address family matters. Offices, work spaces and classrooms, however, are not designed with the safety and well-being of children in mind. Thus, it is not appropriate to bring children to work or class in lieu of making childcare arrangements.

Guidelines:

1. Bringing children (those persons under the age of 18 years and not enrolled as a student at UCA) to work is not to be an alternative to childcare. Bringing a child to the workplace on a regular and recurrent basis during school breaks or after school is not appropriate.
2. The presence of a child cannot interrupt or disrupt the workplace, or negatively affect the employee, or other faculty, staff or students.
3. Children may not be present at any time in areas of machinery or in an area that is potentially hazardous.

4. Any employee bringing a child to the workplace should notify and receive the approval of his/her supervisor. At all times, children remain the sole responsibility of the parent. The employee (parent) shall not ask any other student, employee or person to supervise the child.
5. The employee's supervisor may ask the employee to remove the child from the workplace at any time the supervisor determines that the child's presence is disruptive or interferes with the work performed, or there are health or safety risks.
6. Any child with an illness that prevents the child from going to a child care facility or from attending school should not be brought to the workplace. No child with an infectious disease should be brought to the workplace under any circumstances.
7. As a general rule, students are not allowed to bring children into the classroom. Limited exceptions may be granted by the supervising faculty member in the case of an emergency or other exigent circumstance.
8. These guidelines do not prohibit children enrolled at the UCA Child Study Center from being in authorized areas of the University with proper adult supervision.
9. These guidelines do not prohibit children from participating in University-sponsored events or programs that are intended for children or community participation.
10. These guidelines do not prohibit the children of employees who live on campus from being in authorized areas of the University with proper adult supervision.

VII. ACTION AGENDA

D. “Protection of Minors on Campus” – Board Policy No. 418

Based upon occurrences on a few campuses across the country (Penn State is the most prominent example), the administration has determined, and the Arkansas Department of Higher Education has encouraged, that a Board policy be adopted with certain provisions of state and federal law dealing with protection of minors on campus.

A proposed Board policy (No. 418) is attached. The policy sets forth the Board’s and University’s position that maintaining a safe and secure environment for minors (those persons under the age of 18) is extremely important.

The proposed policy follows state and federal law; makes it clear that suspected child maltreatment or abuse should be immediately reported to both the University Police as well as state officials; and makes it clear that immediate action should be taken to both protect the minor and report the violations.

This policy was recommended by the Arkansas Department of Higher Education and is consistent with the policy recently adopted by the University of Arkansas at Fayetteville.

Therefore, the President recommends to the Board of Trustees, the following resolution:

“BE IT RESOLVED: That the attached proposed Board Policy No. 418, “Protection of Minors on Campus”, is hereby adopted and the administration is authorized and directed to incorporate the provisions of the foregoing policy in University publications, materials and handbooks, as well as take any and all other steps necessary to implement the foregoing policy.”

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 418

Subject: Protection of Minors on Campus

Date Adopted: 05/2012 Revised: _____

The University of Central Arkansas is strongly committed to maintaining a safe and secure environment for minors (those persons under the age of eighteen (18)). For purposes of this policy, the term “minor” and “children” are used synonymously. This policy sets forth the process to follow in order to protect minors on campus or participating in University-related programs, and to comply with all applicable laws and University policies.

1. Reporting Suspected Child Maltreatment

Any University employee or volunteer who reasonably suspects or observes child maltreatment should immediately report the following (if the case of a mandated reporter, the following must be reported immediately):

- a. Report, as required by Arkansas law, the suspected maltreatment to the Arkansas Child Abuse Hotline at 1-800-482-5964. This hotline is toll-free and is staffed 24 hours per day. (In a non-emergency situation only, a report form available at http://www.arkansas.gov/reportARchildabuse/report_child_abuse.html may be faxed to 501-618-8952.)
- b. Report the suspected maltreatment to the University of Central Arkansas Police Department at 911 or 501-450-3111. This must occur immediately after the Hotline report is made. After receiving a report of suspected maltreatment, UCAPD shall promptly coordinate an appropriate response with state officials and local law enforcement. In addition, UCAPD shall notify the appropriate vice president for any program, location, or employee involved in the allegations.

Immediate action is necessary in order to protect children present on the University of Central Arkansas campus or participating in University-related programs and is required by law for mandated reporters. Arkansas law prohibits any person from prohibiting or requiring prior permission for any mandated reporter to make a report of suspected maltreatment. A person, acting in good faith, who makes a report of suspected maltreatment, is immune to civil or criminal liability for making the report. In addition, the University prohibits retaliation against any person who makes a good-faith report of child maltreatment

Appendix A to this policy provides information regarding who is a mandated reporter and defines child maltreatment. A mandated reporter who fails to report child maltreatment may be subject to civil or criminal consequences.

Questions regarding mandatory reporting obligations should be directed to the Office of General Counsel.

2. Background Checks

The University of Central Arkansas requires background checks on persons who are assigned certain job duties. All departments with programs or personnel involving care or supervision of minors must review and ascertain whether the department has identified all positions (including part-time and student worker positions) that must be subjected to criminal background checks (including sex offender checks) as part of the hiring process.

Questions regarding background checks should be directed to the Office of Human Resources.

3. Camps and Other Programs, Activities or Locations Involving Minors

Numerous University departments may operate, host programs, or permit third parties to use University facilities involving minors, such as camps. All campus departments should carefully review all programs that are operated or hosted which include participation by minors or locations that are frequented by minors, to determine whether additional training or protocols may be needed to help prevent child abuse.

For example, departments that operate camps or similar on-campus programs should consider whether further training on the prevention of child sexual abuse or additional policies governing staffing patterns and interactions between minors and adults is needed. Departments should prohibit or strictly limit staff from being alone with children, especially in a place that is isolated or not easily visible to others.

Departments that operate facilities or locations frequented by children, and where inappropriate actions could occur, should consider whether additional policies or measures are needed.

Campus departments that host camps operated by non-University entities should require that contracts with such entities may address such elements as criminal background checks, staffing patterns, training and insurance/liability.

Appendix A: Mandated Reporters & Child Maltreatment

Pursuant to Ark. Code Ann. § 12-18-402(a), certain public officials, including “school officials,”¹ are required to report instances of suspected child maltreatment. Specifically, Arkansas law requires such “mandated reporters” to report if they: (1) have reasonable cause to suspect that a child has been subjected to child maltreatment or has died as a result of child maltreatment or (2) observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. “Child Maltreatment” is defined in Ark. Code Ann. § 12-18-103(6) as “abuse, sexual abuse, neglect, sexual exploitation, or abandonment.”

A regulation recently issued by the Arkansas Department of Human Services indicates that “school officials” required to report maltreatment includes “any person authorized by a school to exercise administrative or supervisory authority over employees, students or agents of the school,” and also includes “a volunteer exercising administrative or supervisory authority in a program conducted by a school.”² Furthermore, under the regulation, the definition of “school” includes any “[t]wo-year or four-year college or university.”³ Failure to report child maltreatment by a mandated reporter may have civil or criminal consequences. Aside from persons who are required to report, Arkansas law provides that any person who has reasonable cause to suspect or observes child maltreatment may make a report.

¹ Individuals designated as “mandated reporters” also include, but are not limited to, child care workers, nurses, medical personnel, resident interns, mental health professionals, peace officers, physicians, domestic abuse advocates, rape crisis advocates or volunteers, victim assistance professionals or volunteers, school counselors, social workers, and teachers. Ark. Code Ann. § 12-18-402.

² Ark. Dept. of Human Servs., Div. of Children and Family Servs., Policy & Procedure Manual, Appendix I: Glossary.

³ Id.

VII. ACTION AGENDA

E. “Diversity; Diversity Advisory Committee” – Board Policy No. 518

For several months, the administration has been in discussions with the Faculty Senate, the Staff Senate and leaders of the Student Government Association concerning the University’s diversity policies. In addition, as part of the preparation of the Monitoring Report submitted to the Higher Learning Commission, several matters related to diversity were discussed and a section has been included in the Monitoring Report on diversity and ways the University will promote it in future years.

Currently, Board Policy No. 502 contains the University’s affirmative action/non-discrimination statement as follows:

The University of Central Arkansas is an affirmative action/equal opportunity institution. In keeping with its non-discrimination policy in employment, admissions and other functions and programs, the university considers employees and students on the basis of individual merit without regard to sex, race or color, religion, national origin, age, disability, or other factors irrelevant to participation in its programs.

In addition, there is similar language in various publications (for example, the Faculty Handbook, the Staff Handbook and the Student Handbook).

The Higher Learning Commission’s Evaluation Team (“Team”) issued a report in May, 2010 based upon the Team’s site visit in March, 2010.

Part of the Team’s report discussed issues relating to diversity on campus and made reference to the University’s need to emphasize diversity. The Team’s report suggested that additional steps be taken to promote and increase diversity.

As part of the University’s Strategic Plan, the Board of Trustees approved a comprehensive Mission Statement in May, 2011. Part of the Mission Statement included language on diversity as follows:

“We are dedicated to attracting and supporting a diverse student, faculty and staff population and enhanced multicultural learning opportunities. We value the opportunity to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, socioeconomic background, sexual orientation, physical ability, political affiliation, and intellectual perspective.”

As a result of the HLC Team’s 2010 report, the University retained the services of a consultant (Dr. Jason Kirksey of Oklahoma State University) to (a) review the existing diversity efforts on campus; (b) review the various offices engaged in work and/or

services related to having a diverse student population and workforce; and (c) make recommendations to the administration in an effort to meet the areas identified in the Team's 2010 report. Dr. Kirksey submitted his report in December, 2011.

The administration is proposing to the Board that a Diversity Advisory Committee be created to be composed of representatives from various campus constituent groups, as well as others from interested persons.

This new committee will prepare and submit a comprehensive report to the Board of Trustees and the President not later than January 31, 2013, on (i) how to staff a diversity office and improve the University's efforts to promote diversity and, (ii) recommended changes in language to be included in University publications and advertisements on the subject of diversity. In addition, the committee is directed to prepare an annual report each year thereafter to be presented to the Board of Trustees and the President.

Therefore, the President recommends to the Board of Trustees, the following resolution:

“BE IT RESOLVED: That the attached proposed Board Policy No. 518, “Diversity; Diversity Advisory Committee”, is hereby adopted and the administration is authorized and directed to incorporate the provisions of the foregoing policy in University publications, materials and handbooks, as well as take any and all other steps necessary to implement the foregoing policy.”

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 518

Subject: Diversity; Diversity Advisory Committee

Date Adopted: 05/12 Revised: 05/12

Preamble: The University of Central Arkansas (“University”) seeks to include and integrate individuals from various backgrounds and with varied characteristics, and promotes opportunities to work, learn, and develop within a community that embraces the diversity of individuals and ideas.

Diversity Language in UCA Mission Statement: The following language is part of the University’s Mission Statement adopted on May 6, 2011:

“We are dedicated to attracting and supporting a diverse student, faculty and staff population and enhanced multicultural learning opportunities. We value the opportunity to work, learn, and develop in a community that embraces the diversity of individuals and ideas, including race, ethnicity, religion, spiritual beliefs, national origin, age, gender, marital status, socioeconomic background, sexual orientation, physical ability, political affiliation, and intellectual perspective.”

Creation of Diversity Advisory Committee: In order to carry out the diversity language in the Mission Statement, effective July 1, 2012, there is hereby established a standing committee of the University to be known as the “Diversity Advisory Committee.”

Purpose of the Diversity Advisory Committee: The purpose of the Diversity Advisory Committee is to:

- (a) review all policies, programs and offices of the University of Central Arkansas in an effort to promote and maintain a diverse student, faculty and staff population;
- (b) develop and present to the Board of Trustees and the President not later than January 31, 2013, (i) a plan and recommendations to increase diversity, including but not limited to, staffing, budget recommendations and program changes, if any, and (ii) recommendations concerning language to be included in University publications, advertisements and other materials on the subject of diversity;

(c) on an annual basis thereafter prepare and file with the Board of Trustees and the Office of the President, an annual report on diversity initiatives with such recommendations as the committee may deem necessary and advisable; and

(d) under-take such other activities, studies or initiatives as the Committee may, from time-to-time, deem necessary or advisable, as well as conduct any other matters within the Committee's jurisdiction as may be requested by the Board of Trustees.

Membership of the Diversity Advisory Committee/Meetings: The Diversity Advisory Committee shall be composed of eleven (11) persons who shall each serve terms as set forth below:

- One member of the University's Board of Trustees, appointed by the Board of Trustees
- Two persons appointed by the Board of Trustees, at least one of whom shall be a person holding an administrative position at the University
- Two persons designated as representatives from the Faculty Senate
- Two persons designated as representatives from the Staff Senate
- Two persons designated as representatives from the Student Government Association
- One person designated as the representative from the UCA Alumni Association
- One person designated as the representative from the UCA Foundation, Inc.

The UCA Board member and the representatives from the UCA Alumni Association and the UCA Foundation shall serve a one-year term on the committee.

All other members shall serve two-year terms, with the initial terms of those persons staggered and drawn by lot at the first meeting so that one person from the at-large Board appointees, Faculty Senate, Staff Senate and SGA serves an initial one-year term, and one person from each group serves a two-year term. Thereafter, all terms shall be for two years. Members of the committee may be reappointed.

The committee shall elect its own chair. The committee shall hold at least one meeting in the fall semester and one meeting in the spring semester each year. Special meetings may be called by the Chair, or upon the request of any two (2) members of the committee. At least two days' notice of any meeting shall be provided to each member.

VII. ACTION AGENDA

F. “Contract Review Procedures” - Board Policy No. 416

Pursuant to Board Policy No. 416, “Contract Review Procedures,” the administration must seek Board approval for (i) any contract which will require the expenditure by the University of funds (at any time) in excess of \$250,000; or (ii) any contract with a term exceeding one (1) year, unless the Office of General Counsel certifies, in writing, that the contract may be terminated by the University on the giving of written notice of ninety (90) days or less.

Therefore, the President recommends to the Board of Trustees the following resolution:

“BE IT RESOLVED: That the Board of Trustees authorizes the administration to enter into various contracts or renewals with the companies on the attached list.”

UNIVERSITY OF CENTRAL ARKANSAS
REASON FOR REQUIRING BOARD REVIEW AND ACTION:
(Board Policy #416)

(Contract exceeds \$250,000 or the term exceeds one year)

SUMMARY

Vendor: Copy Systems

Service: Copier leases

Amount: \$250,000 (estimated)

Summary of Contract Information: Renewal lease of copier fleet for campus; renewal provides standard projector models and their lamps; orders placed on an as needed basis

New Expiration Date: 6/30/2013

Vendor: Stocks Mann Architects

New Project: HPER Center

Amount: \$964,000

Summary of Contract Information: Design of HPER Center expansion; A Request for Qualifications (RFQ) was issued and Stock's Mann was selected by a committee to be the architect for the HPER expansion project

Expiration Date: 6/30/2013

Vendor: Nabholz Construction

New Project: HPER Center

Amount: \$13,000,000

Summary of Contract Information: Construction of HPER Center expansion; RFQ was issued and Nabholz Construction was selected by a committee to be the contractor

Expiration Date: 6/30/2013

Vendor: First Security Bank (short-term investment services)

Amount: N/A

Summary of Contract Information: This is a one-year renewal of an existing agreement. This will be the fourth year of the agreement. It is an unlimited access account; the interest rate UCA receives on the funds in the account is negotiated with the financial institution. Currently the interest rate is the 91-day Treasury bill rate plus .76 basis points with a floor of 1.16%. The most recent proposal from the institution is the 91-day Treasury Bill rate plus .26 basis points, with a floor of 0.47% adjusted annually. The administration is discussing the proposed interest rate for the next fiscal year with officials of the institution and this matter will be discussed at the meeting of the Board of Trustees.

Expiration Date: 6/30/2013

Vendor: First Security Bank

Amount: N/A

Summary of Contract Information: (Operating Account, Wire Account, Student Excess Aid and Credit Card Services). This is a proposed one-year extension of an existing agreement. If renewed, it will be the sixth year of a possible seven-year agreement. The University will receive the 91-day Treasury Bill rate minus .25 basis points. (The University currently receives the 91-day Treasury Bill rate minus .60 basis points on this account. So the current interest rate on this account is zero.)

Expiration Date: 6/30/2013

Vendor: Centennial Bank

Amount: N/A

Summary of Contract Information: (Payroll, Perkins, Travel and Nursing accounts). This will be a one-year extension of an existing agreement. This will be the sixth year of the agreement. The University will receive the 91-day Treasury Bill rate, plus .15 basis points. (The University currently receives the 91-day Treasury Bill rate plus .31 basis points on this account. For the week of April 16, 2012, we received 0.39% on this account.)

Expiration Date: 6/30/2013

Vendor: Crews and Associates

Amount: N/A

Summary of Contract Information: Underwriting services; \$4.65 per \$1000 bonds if the University conducts any issues

Expiration Date: 6/30/2013

Vendor: SEM Works (Enrollment Management consulting)

Amount: \$354,000/year

Summary of Contract Information: Provide technical consulting for Enrollment Management Department

Expiration Date: 6/30/2013

Vendor: UCA Foundation

Amount: \$30,000/year

Summary of Contract Information: This is a two-year renewal of the lease on Buffalo Hall

Expiration Date: 6/30/2014

Vendor: Crafton Tull

Amount: \$58,740

Summary of Contract Information: LEEDS certification services for Bear Hall; this is an amendment to the contract for architectural services for Bear Hall that was approved by the Board in 2010 (\$1,178,740)

Expiration Date: 10/19/2012

Vendor: Nabholz

Amount: \$597,572

Summary of Contract Information: The original construction contract for Bear Hall was \$18,000,000 and was approved by the Board in August of 2010. The original amount was based on an estimate, prior to the design. The guaranteed maximum price was established as the design was finalized, which is \$18,597,572. This is an amendment for the addition of \$597,572.

Expiration Date: June 30, 2013

VII. ACTION AGENDA

G. “Board of Trustees - University Improvement Fund” – Board Policy No. 607

This action agenda item proposes additional changes to Board Policy No. 607, “Board of Trustees - University Improvement Fund”.

This fund was created several years ago by action of the Board. Monies in the fund come from auxiliary operations of the University, primarily from housing and food service revenues. The fund has been used for various purposes and campus projects over the years. In addition, the Board has authorized the Chair of the Board to designate up to \$25,000 for a project or projects during his/her term as the Chair. Other expenditures from the fund require action by the full Board of Trustees.

In January, 2012, the Board adopted a resolution making certain changes to the Board policy and also providing that by the start of the next fiscal year (July 1, 2012), the fund balance would not be greater than \$200,000.

Since the January meeting, the Board of Trustees authorized an additional \$200,000 in the University Improvement Fund to be transferred to the fund holding sums for the SGA Amphitheater Project.

As of this date, there remains approximately \$320,693 in the Board of Trustees - University Improvement Fund. Therefore, the amount above \$200,000 (\$120,693) must be transferred or obligated before the close of business on June 30, 2012, so that on the first day of the next fiscal year, the sum of \$200,000 is in the fund.

After a review of various capital needs and other matters, the administration recommends to the Board of Trustees that the \$120,693 in the Board of Trustees - University Improvement Fund be disbursed as follows prior to June 30, 2012:

- \$ _____ be transferred to a separate fund for the professional development, continuing education, training and other projects or activities authorized by the UCA Faculty Senate
- \$ _____ be transferred to a separate fund for the professional development, continuing education, training and other projects or activities authorized by the UCA Staff Senate
- \$ _____ be transferred to a separate fund for the professional development, continuing education, training and other projects or activities authorized by the UCA Student Government Association
- \$ _____ be transferred to the Office of the Provost and Vice President for Academic Affairs to be spent on such capital needs as may be deemed necessary and appropriate
- The balance of the fund over \$200,000 remaining after the transfers above will then be transferred to the unexpended plant fund on the books of the University

The funds allocated above could only be spent in accordance with the laws and regulations of the State of Arkansas, and if not spent in the current fiscal year could be carried over into the next fiscal year. Expenditures from the funds for the Faculty Senate, Staff Senate and Student Government Association could only be spent after receiving a majority vote of the particular organization.

The President recommends to the Board of Trustees, the following resolution:

“BE IT RESOLVED: That the amounts in the Board of Trustees - University Improvement Fund above the sum of \$200,000 be transferred as set forth above; that such funds only be spent in accordance with all laws and regulations of the State of Arkansas for the use of public funds and after being duly authorized by action of the appropriate organization; and that the balance of the Board of Trustees - University Improvement Fund on July 1, 2012 (as previously authorized and directed by the Board of Trustees) be the sum of \$200,000.”

UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY

Policy Number: 607

Subject: Board of Trustees - University Improvement Fund

Date Adopted: 08/95 Revised: 01/2012

Establishment of the Fund: There is hereby established on the books of the University of Central Arkansas a fund to be known as the “Board of Trustees - University Improvement Fund.”

Purpose of the Fund: The purpose of the fund is to provide support for university projects and educational programs as the Board of Trustees, from time-to-time, may direct consistent with the mission of the University of Central Arkansas and all provisions of Arkansas law.

Amount of the Fund/Use of Auxiliary Revenues: From and after July 1, 2012, it shall consist of not more than Two Hundred Thousand Dollars (\$200,000). This amount shall be budgeted for each fiscal year, and to the extent that on the last day of a fiscal year, the balance is less than \$200,000, the administration is directed to use revenues from auxiliary operations of the University to ensure that the fund balance for the next fiscal year is \$200,000. At no time shall the balance of the Fund be more than \$200,000.

Withdrawals from the Fund: It is the express intent of the Board of Trustees that monies in this fund shall only be used for (a) capital projects as approved by the Board of Trustees, or (b) such other projects, undertakings or expenses which the Board of Trustees deems to be in the best interests of the University of Central Arkansas and consistent with the overall educational mission of the institution. Such withdrawals under (a) and (b) shall require the affirmative vote of a majority of the members of the Board of Trustees.

In addition to the foregoing withdrawals from the fund, each calendar year the Chair of the Board shall have the authority, without the necessity of Board approval, to direct the withdrawal of not more than Twenty-five Thousand Dollars (\$25,000). Such withdrawal may be in increments or at one time, and shall be in writing, be placed in the permanent records of the University and shall be provided to the other members of the Board of Trustees. Any such withdrawals under this authority shall be consistent with the provisions of (a) and (b) above.

VII. ACTION AGENDA

H. “Fees – Health, Physical Education, Recreation (HPER) Center and Farris Center Pool” – Board Policy No. 647

The administration proposes an increase in the fee charged for spouses and family members of UCA employees and students who want to use the HPER Center. University employees are able to use the HPER Center at no direct cost because it is considered to be a part of the employee’s benefits. However, spouses and dependents must pay a fee. In February, 2012, the fee charged to students was increased by approximately 22%, effective fall, 2012. The purpose of the fee increase was to support a planned expansion of the HPER Center. The administration believes it is appropriate to adjust the fee charged to spouses and dependents by approximately 22%.

Therefore, the President recommends to the Board of Trustees the following resolution:

“BE IT RESOLVED: That the Board of Trustees authorizes the adoption of the proposed revision to Board Policy No. 647 – ‘Fees – Health, Physical Education, Recreation (HPER) Center and Farris Center Pool’.”

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 647

Subject: Fees – Health, Physical Education, Recreation (HPER) Center and Farris Center Pool

Date Adopted: 08/01 Revised: 05/03, 10/03, 02/05, 09/07, 02/10, 05/12

For purposes of this policy, membership periods are defined as follows: Membership Period:

- Fall membership - Fall academic term
- Spring membership - Spring academic term
- Summer terms - end of spring term to beginning of fall term

HPER Center and Farris Center Pool Fee Structure: Per Semester

Student:

Student only* (fall and spring)	Board Policy No. 630
Student (summer terms) **	\$7.50 per credit hour/maximum of 3 credit hours per term See note below
Spouse (fall and spring)	\$ 90.00 \$110.00
Spouse (summer terms)	\$ 63.00 \$ 76.00
Family*** (fall and spring)	\$ 135.00 \$165.00
Family (summer terms)	\$ 94.00 \$115.00
Single Parent Family**** (fall and spring)	\$ 45.00 \$ 55.00
Single Parent Family (summer terms)	\$ 31.00 \$ 38.00

*Board Policy No. 630 ~~provides a \$4.00~~ **establishes the fee** per credit hour fee for students, and sets the maximum hours charged each semester.

Students attending UCA in the spring semester, but not attending summer school, will be assessed a one-time summer HPER fee of ~~\$63.00~~ **\$76.00 (~~\$63.00~~ **\$76.00** per spouse) to access the HPER Center for May, June, July, and August (until fall classes begin).

***For a student’s family, the fee is calculated as follows: ~~\$90.00~~ **\$110.00** (spouse) and ~~\$45.00~~ **\$55.00**(children), for a total of \$165.00, in addition to the fee assessed for a student pursuant to Board Policy No. 630.

****For a single parent family, the fee is calculated as follows: ~~\$45.00~~ **55.00**(children), in addition to the fee assessed for a student pursuant to Board Policy No. 630.

Faculty and Staff:

Employee/Retiree only*	Fringe benefit paid
Spouse(fall and spring)	\$ 90.00 110.00
Spouse (summer terms)	\$ 63.00 76.00
Family(fall and spring)	\$135.00 165.00
Family (summer terms)	\$ 94.00 115.00
Single Parent Family (fall and spring)	\$ 45.00 55.00
Single Parent Family (summer terms)	\$ 31.00 38.00
HPER locker rental	\$20.00 (annual per locker)

*For purposes of this policy, employees enrolled in courses offered by the University will be assessed the fee as per Board Policy Nos. 623 and 630.

University Affiliates:

Fees assessed for current full-time students will be the same for employees and/or residents of the following UCA affiliates:

- ARAMARK, Inc.;
- Barnes and Noble;
- *Oxford American*;
- UCA's Recognized Student Organizations (RSO) - employment of half-time or more; and
- College Square.

ALUMNI MEMBERSHIP AT HPER CENTER:

Guidelines

1. Must be a member of the UCA Alumni Association
2. HPER Alumni members will have access to the HPER Center and the Farris Center pool.
3. ~~Membership periods for Alumni are:
—— Same as outlined in above.~~
- 4.3. Available HPER Center hours for Alumni members: Farris Center Pool Hours:
A. Monday – Friday 6:00am to 2:00pm All hours the pool is open
B. Saturday 10:00am to 3:00pm

5.4. Alumni Membership Fees:

<u>Individual</u>	<u>Individual + Spouse</u>	<u>Individual + Family</u>
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A.	Fall semester	\$165.00	\$275.00	\$335.00
B.	Spring semester	\$165.00	\$275.00	\$335.00
C.	Summer	\$ 80.00	\$120.00	\$150.00
D.	Annual	\$410.00	\$670.00	\$820.00

6.5. Alumni membership will be payable for the entire membership period. No monthly billing.

7.6. Membership defined:

- A. Individual – The Alumni
- B. Spouse – The Alumni's spouse
- C. Family – The Alumni, spouse, and children (must be 18 years old to use the HPER Center)

8.7. Alumni HPER Membership card.

- A. The UCA Alumni Association will issue ID cards.
- B. Each ID card will have a unique member number and expiration date for the Alumni Association.

9.8. The Alumni must visit the HPER Center main office to join.

10.9. Parking is available (parking meters or parking tag issued through UCAPD)

11.10. If an Alumni Association membership expires during HPER membership period, the HPER Center will honor HPER membership up to the next HPER membership period.

12.11. The University administration may waive these fees in appropriate circumstances upon the recommendation of the Vice President for Student Services and the approval of the President.

VII. ACTION AGENDA

I. Faculty Handbook - Revisions

The UCA Faculty Handbook Committee has recommended a number of revisions to the current document. The following is a summary of the proposed changes:

- May 2011 Chapter 3 Revision, Page 3-4, III, Clarification phrase “reappointment is subject to annual reviews” added to second paragraph
- May 2011 Chapter 3 Revision, Page 3-5, III, B, 1., Add sentence: “Continuation is subject to satisfactory annual and mid-tenure reviews.”
- May 2011 Chapter 3 Revision, Page 3-17, VI, 2., Text added to first paragraph to clarify the mid-tenure review process
- May 2011 Chapter 3 Revision, Page 3-24, VII, Opening paragraphs rewritten for clarification.
- May 2011 Chapter 3 Revision, Page 3-24, VII, A., New paragraph added describing the Advancement Committee
- May 2011 Chapter 3 Revision, Page 3-24, VII, B., (Formerly A.), Clarification sentence added describing construction of the application
- May 2011 Chapter 3 Revision, Page 3-24, VII, C., D. (Formerly B., C.), Paragraphs rewritten for clarity
- May 2011 Chapter 3 Revision, Page 3-24, VII, E., (Formerly D.), numbering change only
- May 2011 Chapter 3 Revision, Page 3-39, X, 2.b., add word “continuing” for clarification: “...a continuing non-tenure-track faculty member covered under this section...”
- May 2009 Chapter 4, Page 40, I. A., Delete entire section

The recommendations of the Faculty Handbook Committee have been considered and endorsed by the Provost, Faculty Senate, and other appropriate administrators.

Therefore, the President recommends the following resolution to the Board of Trustees.

ABE IT RESOLVED: That the Board of Trustees hereby approves the revisions to the *Faculty Handbook*.@

2012 Faculty Handbook Revisions

Following are the revised sections of the *Faculty Handbook* and specified changes have been identified.

May 2011 Chapter 3 Revision, Page 3-4, III, Clarification phrase “reappointment is subject to annual reviews” added to second paragraph.

Specific text follows, new text colored and underlined:

III. Faculty Appointment

An academic appointment covers full-time members of the faculty, part-time members of the faculty, tenured and tenure-track and non-tenure-track faculty, and administrators directly engaged full-time in the administration of academic programs and/or teaching.

The appointment of a faculty member is either a tenured appointment or a term appointment. A “term appointment” is for a specified period as defined in the letter of appointment, and reappointment is subject to annual reviews. Faculty shall be notified in their initial letters of appointment whether their appointment is on a tenured, tenure-track, or non-tenure-track basis. Any credit toward tenure or rank must be specified in initial letters of appointment.

May 2011 Chapter 3 Revision, Page 3-5, III, B, 1., Add sentence: Continuation is subject to satisfactory annual and mid-tenure reviews.

Specific text follows, new text colored and underlined:

B. Types of Term Appointments

1. Tenure-Track Appointments

Tenure-track faculty members serving their probationary period of employment receive term appointments. Continuation is subject to satisfactory annual and mid-tenure reviews.

The total number of years that a faculty member in the tenure track may serve without tenure shall not exceed seven, including any years of credit awarded with the initial contract. Notification of termination must be made prior to the end of the sixth year (including any years of credit awarded with the initial contract). Applications for tenure should be made by September 1 of the sixth year. The letter of appointment following a tenure decision will indicate whether the appointment is a terminal one or whether it carries with it the award of tenure. Faculty hired at mid-year will be notified in the initial letter of appointment whether the initial period will count as credit toward tenure.

Specific text follows, new text colored and underlined, deleted text stricken and highlighted:

VI. Procedures for Tenure and Promotion

A. Procedures Prior to Tenure Review

1. Annual Conference with Tenure-track Faculty

The departmental chair will schedule, during the spring term, an annual individual conference for the purpose of assisting each tenure-track faculty member. The chair will review with the faculty member the criteria, standards, and procedures existing at the department, college, and university levels as they apply to the faculty member's consideration for reappointment and tenure.

The chair will review existing information in the department records and will tell the faculty member in the conference, and subsequently in writing, the extent to which criteria and standards are being met. The faculty member will be given an opportunity to disagree in writing with the chair's written statement within ten working days. A copy of the chair's evaluation and any response from the faculty member will be forwarded to the college dean.

2. Mid-Tenure Review

During the third year, a mid-tenure review will be conducted by the tenured faculty of the department, the department chair, and the college dean, ~~and department chair.~~ The review and evaluation of the faculty member by will commence with a called meeting of the tenured faculty. Following review and discussion of the mid-tenure materials submitted by the candidate, the faculty will provide a written evaluation of the candidate's progress toward tenure to the candidate. A copy of the evaluation will also be sent to the department chair. The department chair will further evaluate the candidate's materials and, along with consideration of the tenured faculty's evaluation, will provide a written evaluation of the candidate's progress to the candidate and the college dean. ~~the tenured faculty shall be conducted in each department according to university procedures.~~ The dean will provide a written summary evaluation to the faculty member, and the faculty member will be given an opportunity to disagree in writing with the dean's written evaluation within ten working days. A copy of the dean's evaluation and any response from the faculty member will be forwarded to the appropriate department chair.

In cases where credit toward tenure has been granted with the initial contract, the mid-tenure review will be conducted at least one year prior to the year the tenure decision will be made.

In all matters set forth in 1 and 2, the faculty member will be provided an opportunity to ask questions regarding criteria and standards or application of criteria and standards pertaining to reappointment and tenure.

May 2011 Chapter 3 Revision, Page 3-39, X, 2.b., add word “continuing” for clarification: “...a continuing non-tenure-track faculty member covered under this section...”

Specific text follows, new text colored and underlined:

2. Termination

...

b. Procedures for Termination: The procedures for the termination of a continuing non-tenure track faculty member covered under this section shall be the same as that for tenured faculty members (as set forth earlier in this *Faculty Handbook*), but with the following exceptions:

i. The decision of the president shall be final and binding. The president’s decision may not be appealed to the Board of Trustees; and ...

May 2009 Chapter 4, Page 40, I. A., Delete entire section

Specific text follows, deleted text stricken and highlighted:

CHAPTER FOUR FACULTY RESPONSIBILITIES

I. Classroom Policies

A. Attendance

~~Although the University of Central Arkansas does not have a uniform attendance policy, students are expected to attend all class meetings. Instructors should include any policies regarding attendance in the course syllabus. These policies should be announced at the beginning of each term.~~

~~Faculty will report to the student services those students who frequently miss class. Those students will then be notified by student services that continued absence may result in a "WF" grade for the course.~~

~~Students who are absent due to illness or other legitimate excuses should be advised to contact the student services or the appropriate instructor(s) and explain the situation. Student services will then contact the student's instructors regarding the absences when appropriate.~~

~~Class absences due to a student's participation in official university activities should be cleared with all affected instructors. Directors of any such activity should file a list of participants with the provost's office. A student officially representing the university should not be penalized for such legitimate absences. Faculty should, however, be given latitude in making specific arrangements for make-up work. Class absences of this type do not excuse a student from completing all work associated with any course.~~

~~Any classroom absence, for whatever reason, is never an excuse for not completing all work in the course.~~

May 2011 Chapter 3 Revision, Page 3-24, VII, Opening paragraphs rewritten for clarification

May 2011 Chapter 3 Revision, Page 3-24, VII, A., New paragraph added describing the Advancement Committee

May 2011 Chapter 3 Revision, Page 3-25, VII, B., (Formerly A.), Clarification sentence added describing construction of the application

May 2011 Chapter 3 Revision, Page 3-25, VII, C., D. (Formerly B., C.), Paragraphs rewritten for clarity

May 2011 Chapter 3 Revision, Page 3-26, VII, E., (Formerly D.), numbering change only

Specific text follows, new text colored and underlined, deleted text stricken and highlighted:

VII. Procedure for Advancement of Non-Tenure-Track Faculty

~~During the sixth year of continuous service, a lecturer/clinical instructor/laboratory instructor I is eligible to be considered for advancement to level II status provided programmatic needs justify continuation of the position.~~

During the sixth year of continuous service as a lecturer/clinical instructor/laboratory instructor I, a faculty member is eligible to be considered for advancement to level II status.

During the sixth year of continuous service as a lecturer/clinical instructor /laboratory instructor II, a faculty member is eligible to be considered for advancement to Senior Lecturer/Clinical Instructor/ Laboratory Instructor.

A. Advancement Committee

The Department Personnel Advisory Committee (DPAC) will recommend a process to the chair for the formation of an Advancement Committee, subject to approval by the college dean. If a department has no tenured faculty to constitute a DPAC, the department chair or equivalent academic administrator will recommend the process for the formation of an Advancement Committee following consultation with department faculty and subject to approval by the college dean.

The purpose of the committee is to receive and review all applications for advancement and make recommendations to the department chair. The Advancement Committee, when possible, shall include a combination of tenured, tenure-track, and nontenure-track faculty. Once formed, the committee will elect its own chair.

B. Application

The procedure for advancement is initiated by the faculty member. It is the responsibility of the faculty member to be aware of his/her own status regarding advancement, as well as the policies and procedures involved. A faculty member seeking advancement is responsible for preparing the initial application and ensuring that all relevant materials are included. The application should include documentation that the faculty member has met all eligibility requirements for advancement as outlined in Chapter 3, Section IV, Part B (2). Further, the application should be constructed according to the guidelines outlined in and using the document entitled, "Directions: Application for Advancement," which is available on the Academics webpage: (See "Information for Faculty and Academic Staff" at <http://www.uca.edu/provost/importantinfo.php>)

C. File

~~Each reviewing body may request or consider additional written information available from or submitted by sources other than the faculty member. Any written information added to the file shall be provided to the faculty member, and the faculty member shall be given five days in which to provide written comments. Any written information requested and provided to a reviewing body, along with the application submitted by the faculty member and such member's written comments, constitutes the file. Each reviewing body will give consideration to the file and make appropriate recommendations. The file consists of the application submitted by the faculty member and any additional materials requested by the reviewing body. Each reviewing body may request or consider additional written information available from sources other than the faculty member. Any written information added to the file shall be provided to the faculty member, and the faculty member shall be given five days in which to provide written comments.~~ To the degree possible, the file will be maintained in a confidential manner at each level of review, except in those circumstances when a formal appeal of a decision is made.

D. Process

A faculty member interested in advancement must inform the department chair or appropriate library administrator, in writing, by September 1 that he/she plans to apply for advancement. A completed application, using the document entitled, "Directions: Application for Advancement," is due to the department chair by October 1.

~~The department chair will recommend a process for formation of an advancement committee, subject to approval by the college dean. The department chair will appoint a committee following consultation with departmental faculty that will have three to five faculty and, when possible, include a combination of tenured, tenure track, and non-tenure track faculty. The chair will forward the application to the committee.~~

The chair will forward any applications for advancement to the Advancement Committee. The committee will evaluate each candidate's accomplishments, applying to them all relevant criteria.

The committee, after considering the file of each faculty member, will submit a report to the department chair with a written justification for its recommendation by October 15 for each faculty member. If more than one faculty member is recommended for advancement, a ranked list is required. will determine a positive or negative

recommendation by a simple majority vote. Further, the committee shall explain the rationale for this recommendation in a separate letter to the department chair. A recommendation for each applicant is due to the Department Chair by October 15.

The department chair will evaluate the applications and prepare his/her recommendations. If more than one faculty member is recommended for advancement, a ranked list is required. The department chair will meet with a faculty member who has received a negative recommendation from either the committee or the chair. The faculty member may withdraw his/her application; if not withdrawn, all files and recommendations are forwarded to the dean by November 1.

The dean will conduct an independent review of all recommendations and corresponding files and prepare a written recommendation for the provost. If more than one faculty member is recommended for advancement, a ranked list is required. In the event of a negative recommendation, the dean will inform the faculty member and the department chair of the decision to deny advancement, and the faculty member may withdraw his/her application. If an application is not withdrawn, the entire record is sent to the provost by December 1.

The provost will render^s the decision by March 1 regarding advancement and will inform^s the faculty member, in writing, of the decision.

E. Appeal

A faculty member receiving a negative decision by the provost may appeal the decision within ten (10) working days by filing an appeal with the Office of the President. Appeals are heard by an Advancement Appeals Committee.

VII. ACTION AGENDA

J. “Traffic and Parking Regulations” – Board Policy No. 421

In addition to clerical changes, the proposed updates to Board Policy No. 421, “Traffic and Parking Regulations”, are to address a transition from hanging parking permits to a transferable, repositionable decal to be affixed to the inside of the windshield of a vehicle. This new type of parking permit decal has been presented to, and met with approval from, executive officers of the Student Government Association.

Therefore, the President recommends to the Board of Trustees the following resolution:

“BE IT RESOLVED: That the Board of Trustees authorizes adoption of the proposed revisions to Board Policy No. 421 – “Traffic and Parking Regulations” to be effective August 15, 2012.”

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 421

Subject: Traffic and Parking Regulations

Date Adopted: 04/89 Revised: 08/90, 08/91, 04/92, 03/93, 05/93, 05/94, 05/95,
05/96, 05/97, 06/02, 05/03, 05/09, 02/10, 05/12

1. Administrative Policy:

In accordance with A.C.A. 25-17-307, the Board of Trustees of the University of Central Arkansas has established regulations for the operation and parking of motor vehicles on the UCA campus. These regulations apply to all faculty, staff, students, and others utilizing the land and streets owned or controlled by the University of Central Arkansas. The University Police Department is the jurisdictional law enforcement agency empowered under State statutes to enforce all parking and traffic regulations of the University of Central Arkansas and the State of Arkansas on all campus and university controlled properties and those streets adjacent to campus properties.

- a. Any appropriately licensed driver choosing to park an automobile on campus or on other UCA owned or controlled properties may do so, provided a parking permit is obtained and provided the driver understands that the permit neither obligates the university to set aside a space for every vehicle nor allows the driver to violate parking regulations.
- b. The university reserves the right to restrict the use of an automobile on university property if the owner or driver has abused the privilege of operating a vehicle on campus.
- c. The university assumes no responsibility for a vehicle or its contents.
- d. Any motor vehicle parked on property owned or controlled by the university, including metered parking, and under the control of a student, faculty member, or staff member must properly display a valid UCA parking permit.
- e. Failure to pay fines will result in the blocking of pre-registration or the withholding of transcripts or pay and refund checks.
- f. A ticketed vehicle continuing in violation may be ticketed again as long as the violation continues. Overtime parking will be ticketed every two hours.
- g. An illegally parked, but non-ticketed vehicle, is not an indication that the regulation being violated is no longer in effect.

- h. ~~Any person who is stopped by University Police for a violation of a traffic or parking regulation is subject to either a university or municipal citation as determined by the issuing officer.~~ UCA Police officers may issue, as deemed appropriate by the issuing officer, a campus citation or district court citation for violations of Arkansas State traffic laws and/or UCA parking & traffic rules and regulations. District Court citations cannot be dismissed by the University and failure to respond to these citations will result in a warrant of arrest issued by the District Court.
- i. Occupants of residence halls are requested not to drive to class, the cafeteria, or other campus areas between the hours of 6:30 a.m. and 4:30 p.m., Monday through Friday.
- j. A traffic ticket or any other communication from a University Police officer is an official university notice. Recipients who do not respond to such a communication face disciplinary and/or legal action.
- k. The Arkansas Crime Information Center furnishes the University Police Department with information on the owners of vehicles not displaying a permit that receive tickets. These tickets are then issued to the faculty/staff member or student whose home address matches those on the listing.
- l. Use of any parking permit acquired through fraudulent, or otherwise improper means, will be considered theft of services from the University of Central Arkansas. ~~Hanging~~ Parking permits will be confiscated and parking privileges may be taken away.

2. Traffic and Parking Services Office:

The University Police Department is located at the intersection of W.J. Sowder and Marian Ross Streets. The Department's Traffic and Parking Services Office is open for payment of traffic fines and purchase/distribution of parking permits between 8:00 a.m. and 4:00 p.m., Monday through Friday. All registered students and employees may obtain their parking permit at the University Police Department 24 hours a day except for registration and fee payment days. **Temporary parking permits and parking and traffic information can also be obtained at the University Police Communications Center 24 hours a day.** As a service to the university community, the Department's lobby and communications center is never closed.

3. Student Parking Permits:

- a. Students who park vehicles on campus are required to immediately obtain and display a parking permit. The parking permit is a transferable, repositionable polymer decal ~~polyethylene hanging permit~~ registered in the name of the student.
- b. Students should obtain their parking permit at the University Police Department or such other place that may be designated on registration and university fee payment days.
- c. The permit decal must ~~hang on the rearview mirror~~ be affixed on the inside, lower corner

of the windshield on the driver's side with the front side of the permit facing the windshield out. Failure to properly display the hanging permit decal will result in the issuance of a citation.

- d. All student permits expire on August 15, 2010 every year. Continuing students must obtain a new permit each fall semester.
 - e. Students who forget to bring their hanging parking permit to campus must obtain a temporary parking permit from the University Police Department prior to parking on university property. Temporary permits are issued free of charge to students.
4. Faculty and Staff Parking Permits:
- a. Faculty and staff of the university who park vehicles on campus are required to immediately purchase and display a parking permit. Student employees are not eligible for staff parking. The parking permit for all faculty and staff employees is a transferable, repositionable polymer decal polyethylene hanging permit registered in the name of the employee.
 - b. Only one hanging parking permit may be issued to each employee of the university. The permit should be transferred to any vehicle the employee parks on the campus.
 - c. The permit decal must hang on the rearview mirror be affixed on the inside, lower corner of the windshield on the driver's side with the front side of the permit facing the windshield out. Failure to properly display the hanging permit decal will result in the issuance of a citation.
 - d. Employees who forget to bring their hanging parking permit to campus must obtain a one-day temporary parking permit from the University Police Department prior to parking on university property. One-day permits are issued free of charge for employees who possess a regular parking permit.
 - e. Employees who have lost their hanging parking permit may obtain a replacement permit at a cost of \$5.00. Holders of permits are prohibited from selling or otherwise transferring their permit to another faculty/staff member or student.
 - f. The hanging parking permit must be returned to the University Police Department upon termination of employment with the University of Central Arkansas.
 - g. A temporary staff permit is available to temporary or extra-help employees whose appointments are for a limited period of time. The fee for a one-month temporary staff permit is \$10.00 \$12.00. The fee paid for monthly temporary permits may be used to off-set the cost of a regular employee parking permit should the employee's appointment be extended.

h. Relatives of faculty or staff members are not eligible for a faculty/staff permit and may not park in faculty/staff parking areas unless they themselves are regular employees of UCA. Each parking permit is valid only for use by the person to whom it is issued. Misuse of a faculty/staff parking permit may result in loss of parking privileges for both the faculty/staff member and the violator.

5. Disabled Parking:

- a. Disabled parking spaces are provided for the benefit of physically challenged persons. These spaces are designated by disabled signs and marked stalls. Unauthorized use of disabled spaces, to include the loading/van access areas marked by striping, may result in fines as well as towing and associated costs.
- b. Physically challenged persons must obtain a blue disabled permit and must furnish the University Police with proof of issuance of a disabled permit or license plate by the Arkansas Department of Finance and Administration. Such proof shall be the "Disabled Person's Access to Parking Application Form" issued by the state with the special plate or placards.
- c. Temporary disabled permits will be issued only to persons who have obtained and displayed a regular UCA permit. Upon obvious, visible disability a temporary disabled permit will be issued for a period of 3 - 5 days. Temporary disabled permits for a longer period of time, not to exceed 30 working days, will be issued only with a letter from a physician stating a need for a disabled permit and the length of time it is needed.

6. Visitor Parking:

- a. ~~Visitors are welcome and are encouraged to~~ **the campus should** obtain a visitor's permit at the University Police Department prior to parking on campus. These permits will be issued after presentation of a valid driver's license. A visitor who receives a citation for a violation of the UCA parking rules, other than parking in a No Parking area or Disabled space, may bring or mail the citation to the University Police Department and it will be voided. Visitors may not park in a No Parking or Disabled Parking area. Violation of No Parking or Disabled parking statutes will result in a ~~municipal~~ **District Court** citation with fines set by the ~~Municipal~~ **District Court**. ~~Municipal~~ **District Court** citations cannot be dismissed by the University and failure to respond to these citations will result in a warrant of arrest issued by the ~~Municipal~~ **District Court**.
- b. ~~Visitors may park in designated visitor parking lots on campus without first obtaining a visitor parking permit.~~ Between the hours of 6:30 A.M. and 4:30 P.M. Monday - Friday visitor parking is provided only for persons who are not registered students or employees of the university. Students or employees parking in visitor parking between those hours, whether a student or staff parking permit is or is not displayed, will be subject to citation. Students and Faculty/Staff are not allowed to use a visitor's temporary permit. The temporary will be confiscated if used by an unauthorized individual. Parking privileges may be taken away from those involved. Faculty, Staff and students may park in visitor

parking between the hours of 4:30 P.M. and 6:30 A.M. Monday B Friday and all day Saturday and Sunday.

7. Meter Parking:

- a. Meter parking is designated for short-term, convenience purposes. Holders of all types of UCA permits, except disabled permits, are required to pay when parking at parking meters.
- b. Unless otherwise indicated by sign, all meter parking spaces are limited to two hours and enforced 8:00 AM to 4:30 PM Monday through Friday. Fifteen minute loading/unloading meters are enforced 24 hours a day 7 days a week.
- c. A UCA parking permit is required to park at any meter parking space.
- d. Parking at a broken or non-functioning meter during the hours the meter is enforced is a violation and may result in a citation.

8. Motorcycles:

Motorcycles, mopeds and motorbikes are not permitted on campus except in designated parking areas located on the perimeter of the campus. Users must enter and depart the campus at the location nearest these parking areas. Motorcycle permits are required to be placed where easily seen.

9. Bicycles:

Persons riding bicycles must obey all rules of the road established for motor vehicles. Bicycles shall be parked in racks provided on campus. Bicycles parked in access ways, on sidewalks, in areas which may obstruct disabled access or in any other improper location will be subject to citation and impoundment. Impounded bicycles may be claimed at the University Police Department after all fines are paid.

10. Method of Payment:

- a. All parking permits may be obtained at the University Police Department or at specially designated areas during fall, spring and summer registration and fee payment.
- b. Payroll deduction is available as a form of permit fee payment for full-time faculty and staff. The annual fee will be deducted in eight (8) equal installments beginning with the September paycheck for all continuing employees. For those employees appointed after the start of the Fall semester, the parking fee will be deducted in installments beginning with the employee's first paycheck. Employees who terminate before the entire annual fee is collected will have the remaining balance deducted from their final paycheck.

- c. Students **or employees** who have lost their **hanging parking** permit may obtain a replacement permit at a cost of \$5.00.

11. Permit Fees:

- a. Student Permits – The cost for student parking permits is included in the security & access fee assessed for each academic term. Students must obtain their hanging permit from the Police Department Parking & Traffic Services office and display it in their vehicle in order to avoid a citation or impoundment.
- b. Faculty/Staff Permits – The cost for faculty/staff parking permits is \$60.00 per academic year or \$30.00 for the summer terms only. Monthly faculty/staff permits are available for \$12.00 per month. The cost of the monthly permits may be applied toward the full fee permit.
- c. Motorcycle Permits – The cost for motorcycle permits faculty/staff is \$10.00. The cost of motorcycle permits for students is included in the security and access fee.
- d. Permit fees are subject to change without notice.

12. Parking Area Assignments and Hours:

- a. **Faculty/Staff Parking** - Areas marked “Yellow Area” with yellow signs, yellow lines, or yellow parking blocks are reserved for faculty and staff vehicles displaying current yellow hanging permits.
- b. **Resident Parking** (On Campus Residence Halls and UCA Owned or Controlled Apartments and Houses other than Residence Halls) - Areas marked “Resident Parking” with green signs, green lines, or green parking blocks are reserved for student vehicles displaying current green UCA hanging permits. Green decals are available only to students residing in campus residence halls or UCA owned or controlled apartment complexes.
- c. **UCA Permit Parking** - Areas marked “UCA Permit Parking” with white signs, white lines, or white parking blocks are reserved for student or faculty/staff vehicles displaying any current UCA permits.
- d. **Disabled Parking** - Areas marked for disabled access are *always* reserved for vehicles displaying current blue decals.
- e. **Visitor Parking** - Areas marked for visitors are reserved for persons who are not employees or students of the university.

Between 4:30 p.m. and 6:30 a.m., Monday through Friday, Visitor areas, Faculty / Staff areas, and UCA Permit Parking areas are interchangeable. (Summer Hours are from 2:30 p.m. to 6:30 a.m.) They are interchangeable all day Saturday and Sunday. A current

UCA decal must be displayed. Residence hall parking, reserved spaces for residence hall directors, physicians, disabled spaces, and all other parking spaces or parking lots as posted are not interchangeable and are enforced 24 hours a day, seven days a week.

13. Driving Regulations:

- a. All traffic and motor vehicle laws of the State of Arkansas are applicable on UCA property and will be enforced by University Police officers. Violation of State traffic and motor vehicle laws may subject the driver to a ~~municipal~~ **District Court** citation with fines set by the ~~Municipal~~ **District** Court.
- b. The campus speed limit is fifteen (15) miles per hour, except where conditions indicate a slower speed is necessary.
- c. One-way street driving regulations are to be observed at all times by all vehicles.
- d. All STOP signs, YIELD RIGHT-OF-WAY signs, and all other regulatory or directional signs are to be observed.
- e. Pedestrians in crosswalks shall have the right-of-way.
- f. It is a violation of traffic regulations to avoid a speed bump.
- g. It is the driver's responsibility to be able to operate his or her vehicle safely. Anyone who operates a vehicle on university property while under the influence of intoxicating liquor, narcotic drugs, or opiates will be subject to arrest.
- h. Failure to yield to a University Police vehicle signaling a driver to pull over to stop (via the use of blue lights and/or siren), failure to comply with a University Police officer's direction, or failure to cooperate with a University Police officer while the officer is performing his official duties, will subject the violator to arrest under applicable State statutes.

14. Parking Regulations:

- a. It is the driver's responsibility to find a legal, marked parking space and to park the entire vehicle within the space's boundary lines. Other improperly parked vehicles in the area shall not constitute an excuse for parking with any part of the vehicle over the line. Severe weather is not a valid reason for violation of parking regulations. If a vehicle experiences mechanical failure, it is the owner/driver's responsibility to have the vehicle removed as soon as available services permit. Parking lots may not be used for vehicle storage.
- b. All parking spaces are defined by painted lines or parking blocks. Vehicles must be parked within the painted lines or parked in front of a parking block properly spaced for parking.

- c. Where parallel parking is required, vehicles must be parked with the right wheels to the curb.
- d. Where diagonal and head-on parking are required, vehicles should be parked with the front toward the curb and the rear bumper toward the traffic lane.
- e. No parking is allowed next to red curbs, red parking blocks or in red or candy-striped areas. These areas are reserved for emergency vehicle access or to provide for fire code regulations compliance and/or pedestrian/traffic safety. Unless specifically authorized by a uniformed police officer there are no waiver periods for these areas.
- f. No parking is allowed on the grass, sidewalks, or in driveways or loading zones.
- g. Double parking is a violation at all times.
- h. If a vehicle is parked in violation, attended or unattended, the driver may be issued a citation.
- i. Vehicles licensed by the federal, state, county, or city government are exempt from permit requirements, but subject to compliance with other traffic and parking regulations. Police vehicles are exempt from certain traffic and parking regulations as provided in State statutes.

15. Personal Responsibility for Vehicles:

- a. The person to whom a UCA parking permit is assigned is responsible for all violations by that vehicle. If a permitted vehicle is loaned to another driver, its proper operations remain the permit holder's responsibility.
- b. If a vehicle without a permit is driven on campus by a permit holder, a "Temporary Permit" must be obtained from the University Police Department. Temporary parking permits are available 24 hours a day, 7 days a week. Motorcycle permit holders are not eligible for temporary permits. Students are allowed no more than four temporary parking permits per semester unless special circumstances are approved by the Parking and Traffic Services Office.
- c. Parking facilities may not be used until a current UCA parking permit is properly displayed on the windshield or rearview mirror of the vehicle.

16. Towing and Impoundment of Vehicles:

- a. UCA reserves the right to tow and impound from its property any parked vehicle that does not display a current parking permit, is improperly parked in a space reserved for the disabled, is parked in a restricted zone, or has unpaid parking tickets. Vehicles will be towed if parked in such a way as to constitute a traffic or pedestrian hazard or impede the

access of service or emergency vehicles. Violations which could also result in towing and possible impoundment include, but are not limited to, parking in reserved parking spaces, parking in painted candy-stripped or red areas, parking in driveways, or double parking on the street or in parking lots.

- b. UCA reserves the right to tow and impound from its property any vehicle in violation of its traffic and parking regulations until all towing fees and UCA traffic/parking violation charges have been paid.

17. Appeals Process:

- a. A traffic citation may be appealed within 7 days of its issuance if the recipient believes it was issued contrary to campus traffic regulations or in error. Forms for appeals may be obtained from the University Police Department. An appeal may not be granted after a ticket has been paid.
- b. Administrative determinations by the University of Central Arkansas may be appealed to the Conway District Court in accordance with A.C.A. 25-17-307.

18. Fines for Violations:

- a. All fines must be paid within 30 days from the date of issue. Fines for traffic and parking violations which are not paid within 30 days from the date of issue of the citation for the violation(s) will be adjusted to an amount equal to twice the amount of the original fine(s). Failure to pay traffic and parking fines may result in the blocking of pre-registration, or the withholding of pay and refund checks.
- b. All fines are payable at the University Police Department from 8:00 a.m. until 4:00 p.m., Monday through Friday. If the violator has their copy of the citation, payments will be accepted at the University Police Communications Center after hours in the form of check, money order, or credit/debit card for the exact amount of the fine only.
- c. The following are the parking and traffic violations and corresponding fines* established by the University of Central Arkansas:

1.	No permit	\$25
2.	Defacing, reproducing, altering or illegal use of permit	\$75
3.	Falsifying registration information	\$75
4.	Exceeding speed limit	\$40
5.	Reckless/unsafe driving	\$75
6.	Failure to stop or yield right-of-way	\$25
7.	Parking in a disabled space	\$75
8.	Parking at a red curb	\$15
9.	Improper equipment	\$15
10.	Double parking/blocking	\$15
11.	Parking in the wrong area	\$15

12.	Parking in a "No Parking" area	\$15
13.	Parking in a reserved area	\$15
14.	Driving and/or parking on grass	\$10
15.	Driving/parking wrong direction on a one-way street	\$10
16.	Parking on the wrong side of street	\$10
17.	Overline parking	\$10
18.	Improper display of permit	\$10
19.	Overtime parking	\$10
20.	Failure to display hanging permit	\$10

VII. ACTION AGENDA

K. Consent to Bond Re-financing by University of Central Arkansas Foundation, Inc. – Bear Village Apartments Transaction

This action agenda item is a request by the University of Central Arkansas Foundation, Inc. (“Foundation”) that the University of Central Arkansas (“University”) consent to the Foundation’s re-financing of the indebtedness owed by the Foundation on the Bear Village Apartments transaction. Attached is a letter from Shelley Mehl, President of the Foundation, making the request. Also attached is a copy of the lease agreement on Bear Village Apartments.

In 2005, the Foundation acquired an apartment complex known as “Bear Village” from Rush-Hal Development, LLC, and Centennial Valley, LLC (the developers of the apartment project). In order to acquire the apartment complex, the Foundation borrowed funds from the proceeds of a bond issue by the Conway Public Facilities Board.

As part of the transaction, after the closing of the purchase and sale of Bear Village, the Foundation (as Lessor) and the University (as Lessee) entered into a thirty-year (30) lease. The apartments are used for University housing. The lease payments are based upon the debt service payments made by the Foundation to the bondholders, plus an additional sum. In addition, under the term of the lease the University has a purchase option (which will continue under a re-financing arrangement, if approved).

If the bonds are re-financed, the term of the bond issue and the University’s lease will remain the same (expiring in 2035). In addition, as proposed in Ms. Mehl’s letter any savings accruing to the Foundation through the re-financing would be shared with the University, equally. According to preliminary estimates and depending upon interest rates when any re-financing closes, the University’s share of the savings (through reduced rents) would be between \$15,000 and \$20,000 each year for the next twenty-three (23) years.

If approved, an amendment to the existing lease agreement would be required after the re-financing, and this would also require the approval of the Arkansas Building Authority.

The President recommends to the Board of Trustees, the following resolution:

“BE IT RESOLVED: That the University of Central Arkansas hereby gives its consent to the University of Central Arkansas Foundation, Inc. for the re-financing and/or refunding of the 2005 bonds, and further (a) authorizes the administration to execute any and all revisions or modifications to the State of Arkansas Lease Agreement (#P2389) by and between the Foundation (as Lessor) and the University (as Lessee) to include, but not be limited to, a reduction in the rent paid according to the letter from Ms. Shelley Mehl dated April 15, 2012 and (b) authorizes the administration to execute and deliver any and all documents, agreements or other written instruments necessary to assist the Foundation and its advisers in the re-financing of the 2005 bond issue and any and all matters related thereto.”



UNIVERSITY
OF CENTRAL
ARKANSAS
FOUNDATION

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April 15, 2012

UNIVERSITY OF CENTRAL ARKANSAS
MR. TOM COURTWAY
201 DONAGHEY AVENUE
CONWAY, ARKANSAS 72035

RE: UCA FOUNDATION, INC. LEASE OVER
BEAR VILLAGE APARTMENT COMPLEX

Dear Tom:

As you know, the Foundation owns the Bear Village Apartments (the "Apartments") which are under lease to the University under the Lease Agreement, attached hereto as Exhibit "A." We are presently considering a number of refinancing options relating to the Student Housing Revenue Bonds which were used to purchase the Apartments from Centennial Valley, LLC and Rush-Hal Development, LLC. Pursuant to the terms contained in the Lease Agreement and the appended Lessee's Option to Purchase which is exhibited to the Lease Agreement, the University must consent to the financing modifications and their implications to the leasing arrangement.

First and foremost, the contemplated refinance is obviously being considered so that the Foundation might take advantage of the current bond market's interest rates; the new bond structure could provide considerable interest savings for the Foundation. However, because the Lease Agreement structures the rent schedule on the basis of the Foundation's bond obligations, the proposed bond refinance could have a potential impact on this essential lease term. In particular, the language in first flush paragraph of Section 3 of Exhibit "A" hereto sets forth the existing rent obligations to the University and references an attachment thereto which is the schedule of rent payments. This schedule sets forth the Foundation's net bond obligations as well as the University's rent obligations. The difference between these two figures represents the Foundation's return on the Lease Agreement. A net decrease in the Foundation's bond obligations would obviously result in an increase in its return under the Lease Agreement. However, in recognition of the potential reduction in the Foundation's bond obligations, the Foundation requests that the University consent to the bond refinance in consideration for an even division of the net reduction in the Foundation's bond obligations under the new bond issue, such that fifty percent of the savings would be passed along to the University in the form of reduced rent obligations. Thus, if the Foundation's bond obligations under the new bond issue were reduced by two percent, for example, the University's rent obligations as reflected in an

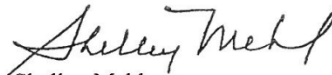
amended schedule to the Lease Agreement would be concurrently reduced by one-half of those savings – namely, one percent in this example. The remaining terms of the first flush paragraph in Section 3 of the Lease Agreement would continue intact and unchanged.

Additionally, Section 11, Paragraph (d) of the Lease Agreement requires that the University consent to any attempt by the Foundation to “incur any additional indebtedness [or] pledge the [Apartments] as collateral, or suffer or permit a lien or mortgage to be placed upon the [Apartments], except for the mortgage lien on the [Apartments] to secure repayment of the bonds issued by the Conway Public Facilities Board to finance the costs of the acquisition of the [Apartments].” Because the contemplated bond refinance would almost certainly include an additional mortgage lien to be placed on the Apartments, the University may be required to consent to the refinance.

Finally, as you are aware, the University possesses a currently exercisable unconditional option to purchase the Apartments from the Foundation. Accordingly, the University may be required to participate in and execute any instrument which purports to establish a lien on, over and against the Apartments.

Please review the attached Lease Agreement and consider the consents requested so that the Foundation may move forward with the proposed refinance, taking advantage of the improved bond market and passing along an equal share of the benefits of any reduction in its bond obligations to the University. We may consider redrafting the Lease Agreement to reflect these changes. We will of course be available for discussion on the matter at your convenience.

Very Sincerely,



Shelley Mehl
President
UCA Foundation, Inc.

cc:
Mr. Philip Miron
Mr. Lavon Morton

Arkansas Building Authority
STATE OF ARKANSAS
COUNTY OF PULASKI
Standard Lease Form 1 (modified)
Approved by Attorney General

Lease Term: 06/01/05 to 05/31/40
Annual Rent: \$ See Rent Schedule
Square Feet: n/a Rate: \$ n/a
Type: New
Worked By: Courtway/Laidlaw
County: 23 Agency: 165
Lease #: P2389

**STATE OF ARKANSAS
LEASE AGREEMENT**

This Lease is made this 29th day of June 2005, by which LESSOR leases the PREMISES to LESSEE through ABA, LESSEE's Leasing Agent.

For the purposes of this Lease Agreement the following definitions apply:

"LESSOR" means: UNIVERSITY OF CENTRAL ARKANSAS FOUNDATION, INC., an Arkansas non-profit corporation, Buffalo Alumni Hall, University of Central Arkansas, Conway, AR 72035, c/o Mr. Kelley Erstine, President.

"LESSEE" or "UCA" means: UNIVERSITY OF CENTRAL ARKANSAS, 201 Donaghey Avenue, Conway, Arkansas, 72035, an institution of higher education and an agency of the State of Arkansas, c/o Mr. Paul McLendon, Vice President for Financial Services.

"ABA" means: the Real Estate Services Section of Arkansas Building Authority. By law ABA is the leasing agency for LESSEE (Ark. Code Ann. §22-2-114). ABA is not an additional LESSEE and therefore shall not owe any rent.

"PREMISES" means: the property which is the subject of this Lease Agreement, more particularly described herein.

"BONDS" means: debt instruments issued by the Conway Public Facilities Board to finance the LESSOR's acquisition of the PREMISES.

1. DESCRIPTION OF LEASED PREMISES:

An apartment complex, consisting of ten (10) buildings containing one hundred sixty (160) two-bedroom apartments, and an office building, and in addition thereto all other improvements, furniture, fixtures and furnishings situated on approximately 10.72 acres of real property in Conway, Faulkner County, Arkansas, with said real property being more particularly described as Lot 5A, Moix Meadows Subdivision to the City of Conway, Arkansas, as shown on a replat of Moix Meadows filed in Book K, Page 87, records of Faulkner County, Arkansas, and set forth on Exhibit "A" attached hereto.

The PREMISES consists of ten (10) apartment buildings, one (1) office building and other improvements, furnishings, fixtures and furniture, constructed on the real property by Centennial Valley, LLC, an Arkansas limited liability company. The PREMISES were sold by Centennial Valley, LLC, to LESSOR (or LESSOR has a binding contract to acquire the PREMISES).

LESSOR represents and warrants to LESSEE that, as of the Effective Date, LESSOR will have paid for all of the PREMISES in full, and will own legal title to the PREMISES.

Included in the improvements shall be a refrigerator, stove, and washer and dryer for each apartment unit. Each apartment unit in each building shall be wired for telephone service, cable television service and internet access.

For purpose of this Lease, all of the foregoing described property, whether real or personal, shall be referred to herein as the "PREMISES".

2. TERM:

The term of this Lease shall be for a period of thirty (30) years commencing on the Effective Date and expiring on the date which is thirty (30) years after the Effective Date. The "Effective Date" shall be the later of (a) June 1, 2005 or (b) the date LESSOR receives a warranty deed and bill of sale to the PREMISES.

3. RENT:

LESSEE agrees to pay LESSOR rent according to the rent schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. In addition to the rents set forth on Exhibit "B", LESSEE shall also pay to LESSOR, as additional rent, amounts paid or incurred by LESSOR under the bond issue which are paid on an annual or periodic basis after the Effective Date of this Lease, and which were not paid as part of the original bond issue. Such additional rent shall be paid by LESSEE promptly upon receipt of a written invoice evidencing the LESSEE'S obligation to pay such additional sums.

Rent shall accrue beginning on the Effective Date. Rent shall be due and payable one month prior to each scheduled principal and interest date as required by LESSEE'S bond issue, and rent shall be delinquent if not paid by the 15th day of the month prior to the next scheduled principal and interest payment date. All rents shall be paid to LESSOR at: Buffalo Alumni Hall, Conway, Arkansas 72035.

Subject to the provisions of Section 10 hereof, the obligations of LESSEE to make the payments required in this Section 3 and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, and the payments required in Section 3 shall be certainly payable on the dates and at the times specified without notice or demand, and without abatement or set-off, and regardless of any contingencies whatsoever, and notwithstanding any circumstances or occurrences that may now exist or that may hereafter arise or take place.

Nothing contained in this Section shall be construed to release LESSOR from the performance of any of the provisions of this Lease on its part to be performed.

LESSEE covenants that it will not enter into any contract, indenture or agreement of any nature whatsoever which shall in any way limit, restrict or prevent LESSEE from performing any of its obligations under this Lease.

4. USE OF PREMISES:

The parties understand, acknowledge and agree that the PREMISES will be used by LESSEE under the terms of this Lease Agreement in furtherance of the LESSOR'S and LESSEE'S tax exempt purposes, and more specifically as housing for students attending the University of Central Arkansas, and for no other purposes, and that such students will sign housing contracts through the Student Housing Department of the LESSEE.

5. UTILITIES:

LESSOR shall have no responsibility for any utilities (electricity, natural gas or water and sewer), cable television, telephone service or other type of service to the PREMISES, and all such costs or expenses shall either be the responsibility of LESSEE, or LESSEE'S students, as the case may be.

6. MAINTENANCE AND REPAIR OF THE PREMISES:

- (a) Throughout the term of this Lease, LESSEE shall maintain the PREMISES including all of the apartment buildings in good order and repair, and shall also be responsible for maintaining all structural supports, interior and exterior walls of all buildings, all roofs, and all windows, exterior doors, street and parking areas leading to the PREMISES, and the adjacent sidewalks. LESSEE shall also pay for any major repairs to the plumbing and electrical systems, and the heat and air conditioning units. LESSEE further agrees to keep and maintain pest control service on the PREMISES throughout the term of this Lease. LESSEE agrees to pay and provide for the routine repair and maintenance of the plumbing, heating and air conditioning units, and electrical systems, including monthly maintenance and filters, as well as routine maintenance of appliances and other items in the apartment units. LESSEE further agrees to be responsible for re-painting, cleaning the interior of each apartment unit and making other interior repairs to the apartment units when students move out during the term of this Lease, to the extent LESSEE, in its reasonable opinion, determines that such re-painting, cleaning or other interior repairs are necessary. In addition upon the termination of this Lease, regardless of when or how such termination occurs, LESSEE agrees to return the PREMISES to LESSOR in clean condition, normal wear and tear excepted.
- (b) For the purpose of so insuring that LESSEE is maintaining said PREMISES, and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the PREMISES and make any necessary repairs thereto. If LESSOR makes repairs and pays for the same, LESSEE agrees to reimburse LESSOR'S costs within ten (10) days after receipt of an invoice.

7. FAILURE TO PERFORM (DEFAULT):

If LESSEE shall fail to pay rent by the payment date set forth in Paragraph 3 hereof, or perform any of its other obligations under this Lease, an event of default shall exist, and LESSOR may pursue any and all remedies available to it under the laws of this State, including but not limited to accelerating all rents due hereunder, re-taking possession of the PREMISES, and collecting all rents from any tenant occupying any portion of the PREMISES.

LESSOR shall use good faith efforts to mitigate its damages; provided, however, LESSEE shall pay to LESSOR all reasonable "Related Costs" incurred by LESSOR in such mitigations. For purposes of this Section, **Related Costs** shall mean (1) the costs incurred by LESSOR to prepare the PREMISES for a third party tenant, provided the amount of such costs do not exceed the costs to return the PREMISES to its original condition; plus (2) the cost of any brokers fees to relet the PREMISES, times a fraction, the numerator of which shall be the number of months remaining in the then current term of this Lease, and the denominator of which shall be the number of months of any reletting. LESSEE shall remain liable for all obligations under this Lease despite reentry by LESSOR, and LESSOR may re-rent the PREMISES as agent for LESSEE, should LESSOR so elect.

8. DAMAGE BY FIRE OR OTHER CASUALTY; INSURANCE:

- (a) LESSEE covenants and agrees throughout the term of this Lease to pay for and maintain fire and extended coverage insurance on the PREMISES in an amount not less than the replacement value, naming LESSOR as the insured on such fire and extended coverage, and provide a copy of such insurance coverage to LESSOR. The parties agree that as of the Effective Date the replacement value is \$13,050,000. The replacement value shall be adjusted on each anniversary date of this Lease.
- (b) LESSEE shall keep and maintain, during the term of this Lease, public liability insurance in an amount not less than \$ 10,000,000, naming LESSOR as an additional insured thereon, and provide a copy of such insurance coverages to LESSOR.
- (c) If the Premises are destroyed by fire or other casualty, during the term of this Lease all rent payments shall continue to be paid by LESSEE to LESSOR. All insurance proceeds from the fire and extended coverage in (a) of this paragraph, shall be the property of LESSOR, except for insurance proceeds paid for loss of rental income protection. Insurance proceeds from any contents or other items insured by LESSEE, which constitute LESSEE'S own property and for which LESSEE has an insurable interest shall belong to LESSEE. Any loss on contents belonging to any student shall be borne by such person. In addition, if the destruction of the PREMISES is a "partial destruction" then not later than forty-five (45) days after the occurrence, LESSOR shall notify LESSEE, in writing, of whether or not LESSOR intends to rebuild or replace the destroyed property. If LESSOR elects to rebuild and/or replace the destroyed property, then such work shall commence not later than fifteen (15) days after such notice is given. If, however, LESSOR notifies LESSEE that LESSOR will not rebuild or replace, then this Lease shall

be cancelled and be of no further force or effect.

9. ALTERATIONS:

LESSEE may attach fixtures and install signs in or to the PREMISES with LESSOR'S approval which shall not be unreasonably withheld. Such fixtures and signs shall remain the property of LESSEE and may be removed from the PREMISES within a reasonable time after the termination of this lease provided the LESSEE shall restore the PREMISES to a condition as good as at the beginning of this lease, ordinary wear and tear excepted.

ABA, acting as agent for LESSEE, may during the course of this lease negotiate with LESSOR for other improvements to be made in the PREMISES. No alterations or improvements may be made without LESSOR'S written consent. No services or work will be performed for which an additional cost or fee will be charged by LESSOR without the prior written authorization of ABA.

10. TERMINATION :

In addition to other remedies provided herein, LESSEE may terminate this Lease by sixty (60) days written notice to LESSOR by ABA if LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used. For purposes of this paragraph, the term "funds" means LESSEE'S total operating budget as well as any other accounts or balances available to LESSEE to conduct its operations.

11. SPECIAL PROVISIONS:

- (a) As of the Effective Date, LESSOR represents and warrants that the PREMISES will conform to the Arkansas Fire Prevention Code, as amended, Arkansas State Plumbing Code, The National Electrical Code, and any other state and local laws, codes, authorities, etc., applicable to the leased facility including the Arkansas adopted Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG).
- (b) Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this Lease. Any LESSOR, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.
 - (1) LESSOR shall, if permitted to assign this Lease, prior to assigning this Lease with any person or entity, for which the total consideration is greater than \$25,000, require the assignee to complete a Contract and Grant Disclosure and Certification Form. The LESSOR shall ensure that any contract agreement, current or future between the LESSOR and an assignee for which the total consideration is greater than \$25,000 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.

- (2) LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSOR shall transmit to ABA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.
- (3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
- (c) If, pursuant to the provisions of this Lease, LESSEE terminates this Lease, the LESSEE shall provide sixty (60) days notice in writing to LESSOR through ABA; provided, however, the parties agree that the Lease may be canceled by LESSEE only (1) pursuant to paragraph 10; (2) for LESSOR'S violation of (d) of this paragraph; and (3) if LESSOR defaults on the payment of the BONDS.
- (d) During all periods of this Lease, LESSOR covenants and agrees that it will not, without LESSEE'S written consent, incur any additional indebtedness nor pledge the PREMISES as collateral, or suffer or permit a lien or mortgage to be placed upon the PREMISES, except for the mortgage lien on the PREMISES to secure repayment of the BONDS issued by the Conway Public Facilities Board to finance the costs of the acquisition of the PREMISES.
- (e) LESSOR represents and warrants to LESSEE that no person(s) or entities have leases on any portion of the PREMISES, nor does any person or entity have the right to use or otherwise occupy any portion of the PREMISES.
- (f) For and in consideration of the sums to be paid as rent hereunder, and other consideration, the sufficiency of which is acknowledged, and if LESSEE is not in default hereunder, LESSOR (a) agrees not to sell, or contract to sell, the PREMISES to any third party during the term hereof, and (b) hereby grants to LESSEE an option to purchase the PREMISES at any time during the term of this Lease assuming that such exercise or prohibition from selling the PREMISES does not violate any state or federal law or cause LESSOR or LESSEE to lose its 501(c)(3) exemption. The terms, provisions and conditions of such option to purchase are set forth on Exhibit "C" attached hereto and incorporated herein by reference.
- (g) Notwithstanding anything herein to the contrary, the parties have entered into this Lease on the basis that the Premises will be used exclusively for the accomplishment of the LESSOR and LESSEE'S exempt purpose and if it shall be determined that either, or both, party's are not doing so, then this Lease shall be in

default.

12. HAZARDOUS MATERIALS:

The LESSEE agrees that the LESSEE, its employees, agents, contractors, licensees and invitees shall not handle, use, manufacture, store or dispose of any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives on, under or about the PREMISES without the LESSOR'S prior written consent, which shall not be unreasonably withheld as long as LESSEE demonstrates and documents to the LESSOR'S reasonable satisfaction that such hazardous materials (1) are necessary or useful to the LESSEE'S business and (2) will be used, kept and stored in compliance with all laws relating to any hazardous materials so brought or used or kept in or about the PREMISES and that the LESSEE will give all required notices concerning the presence in or on the PREMISES or the release of such hazardous materials in or on the PREMISES or the release of such hazardous materials in or on the PREMISES or any adjoining property, provided that the LESSEE may handle, store, use or dispose of products containing small quantities of hazardous materials which products are of a type customarily found in offices and households, such as, aerosol cans containing insecticides, toner for copiers, paints, paint remover and the like, provided further that the LESSEE shall handle, store, use and dispose of any such hazardous materials in a safe manner and shall not allow such hazardous materials to contaminate the PREMISES or the environment.

13. MISCELLANEOUS:

- (a) This Lease, as well as any modifications or amendments to it, will not be valid unless approved in writing by ABA. While the BONDS are outstanding, notwithstanding any term or provision of this Lease to the contrary, the consent of Ambac Assurance Corporation, as the "Bond Insurer" of the BONDS, shall be required prior to the initiation or approval of the execution and delivery of any amendment, change, or modification of this Lease
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from ABA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Neither the State of Arkansas, nor any entities thereof, shall be responsible for the payment of any applicable taxes related to this Lease or the PREMISES. LESSOR and LESSEE understand, acknowledge and agree that since the PREMISES are to be used solely for student housing of UCA students that an exemption exists under Arkansas law for real property taxation. In the event that at any point in the future, the laws of the State of Arkansas change in this regard, LESSEE covenants and agrees to pay any and all real property taxes on the PREMISES while this Lease Agreement is in effect.

- (e) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (f) This Lease contains the entire agreement of the parties, and may not be altered or amended in any respect without a written agreement signed by both parties.

14. REPRESENTATIONS BY LESSEE:

LESSEE makes the following representations as the basis for the undertakings on its part herein contained:

- (a) LESSEE will operate the Premises upon its completion as a facility substantially all of which will be used for the housing of students of UCA until the expiration or earlier termination of the Lease Term as provided herein, and for such other limited uses as are permitted hereby and by the Internal Revenue Code of 1986, as amended (the "Code").
- (b) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions hereof conflicts with, or results in a material breach of, the terms, conditions, or provisions of the laws of the State applicable to LESSEE or any agreement or instrument to which LESSEE is now a party or by which LESSEE is bound, or constitutes a material default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of LESSEE under the terms of any instrument or agreement except as provided herein.
- (c) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court or public board or body, known to be pending or threatened against or affecting LESSEE, nor to the best of the knowledge of LESSEE is there any basis therefore, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Lease or which, in any way, would materially adversely affect the validity or enforceability of the BONDS, or any other agreement or instrument to which LESSEE is a party used or contemplated for use in the consummation of the transactions contemplated hereby.
- (d) The Premises consists of land, buildings, or facilities that can be used to provide facilities to house students of UCA.
- (e) The proceeds from the sale of the BONDS will be used only for the payment of costs of acquiring the Premises, establishing a debt service reserve with respect to the BONDS, and paying issuance costs.
- (f) The Premises complies, or when completed, will comply, with all applicable building and zoning ordinances where failure to comply would have a materially

adverse effect on the LESSEE's ability to utilize the Premises for the purposes intended.

- (g) LESSEE agrees to cooperate with LESSOR in the performance of LESSOR'S obligations under the BONDS and any related documents.
- (h) No changes shall be made in the Premises and no actions will be taken by LESSEE which shall in any way impair the exemption of interest on any of the BONDS from federal income taxation.
- (i) LESSEE will comply with and fulfill all other requirements and conditions of the Code and regulations and rulings issued pursuant thereto in connection with the acquisition, renovation and equipping of the Premises and the operation of the Premises to the end that the interest on the BONDS shall at all times be free from federal income taxation.

15. ADDITIONAL REPRESENTATION AND WARRANTY OF LESSEE:

LESSEE represents, warrants and covenants that it will do or refrain from doing all things necessary or appropriate to ensure that the interest on the BONDS be excluded from gross income of the recipients thereof for federal income tax purposes. LESSEE covenants that it will not use or permit the use of the PREMISES in any manner or for any trade or business that would cause the interest on the BONDS to be taxable. LESSEE covenants that it will not take or permit any action or omit to take any action that would cause the BONDS to be arbitrage bonds within the meaning of Section 148 of the Code. LESSEE hereby agrees to execute or acknowledge such certificates or agreements LESSOR may reasonable request related to the tax-exempt nature of the BONDS.

16. INTENTION:

It is intended by the parties hereto that this Lease and all actions taken hereunder be consistent with and pursuant to the proceedings of LESSOR relating to the BONDS, and that the interest on the BONDS be excluded from the gross income of the recipients thereof for federal income tax purposes by reasons of the provisions of Sections 103 and 141 to 150, inclusive, of the Code or any substantially similar successor provisions hereinafter enacted.

VIII. NOTIFICATIONS/DELETIONS

A. Deletion: AAS in Business



MEMORANDUM

TO: Tom Courtway, President

FROM: Steve Runge *SR*
Interim Provost and Vice President for Academic Affairs

Clay Arnold
Associate Provost and Dean of Undergraduate Studies

DATE: April 4, 2012

SUBJECT: Information for the Board— Proposed Elimination of AAS Degree in Business

The College of Business Administration has requested that the unproductive AAS Degree in Business be eliminated. I have been informed that Dr. Lance Grahn approved of the deletion, however no additional action has been taken.

We request that the UCA Board of Trustees be informed of this action at its May meeting. No formal approval is required by the Board, but informing the Board will allow us to notify the Arkansas Department of Higher Education of the associate program deletion.

Thank you for your response to this request. Let us know if you need further information or analysis.

SR/CA/csd

enc: Memorandum from Dean Cantrell

cc: Jack Gillean, Chief of Staff



MEMORANDUM

TO: Lance Grahn, Provost

FROM: Pat Cantrell, Dean, College of Business *PC*

RE: Proposed Elimination of AAS Degree in Business

DATE: January 17, 2012

It is my opinion that UCA should eliminate our AAS Degree in Business Administration, on the basis of low enrollment. The data attached come from the UCA Factbook 2011 show how inactive this degree has become. In ten years the program has only had double digit enrollment once, in 2006/7. That year was the centerpiece of a 3 year Perkins grant totaling nearly \$90,000 that provided advising, tutors and advertising for the program. (UCA is no longer eligible for this funding)

Surveys of student interest done as part of the grant indicated that most UCA business students intended to pursue one of the BBA degrees instead, and were actually opposed to being classified as AAS students. From the business community we learned that there was significant price sensitivity and employees at this level preferred to pay much lower tuition to get the same degree at a junior college. Nearly one fourth of our BBA students begin at junior colleges and most speak favorably of the support system and collegiality of the programs offered at the junior colleges.

In short we are not able to compete well in this market. I have enclosed an e-mail indicating the support of Dr. Garimella of the math department. Their Math 1395 course is the only non-business offering in this degree. Also attached is the Lon-5 form.

University of Central Arkansas
Fiscal Year 2001-02 to 2010-11
Associate Degrees Awarded

Degree	CIP Code	Major	2001-02	2002-03	2003-04	2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
College of Business Administration												
AAS	52.0201	Business Administration	1	-	-	-	8	10	4	4	1	-
University College												
AA	24.0102	General Studies	33	17	23	19	21	29	20	31	31	1,886
College of Health and Applied Sciences												
AAS	20.0201	Child Care Management	-	1	-	1	-	-	-	-	-	-
AAS	51.0806	Physical Therapy Assistant	13	-	-	-	-	-	-	-	-	-
College Total			13	1	-	1	-	-	-	-	-	-
Associate Degree Total			47	18	23	20	29	39	24	35	32	1,886

LETTER OF NOTIFICATION – 5

DELETION

(Certificate, Degree, Option, Organizational Unit)

1. Institution submitting request

University of Central Arkansas

2. Contact person/title

Lance R. Grahn, Provost

3. Phone number/e-mail address

(501) 450-3126

lanceg@uca.edu

4. Proposed effective date

June 30, 2012

5. Title of certificate, degree program, option, or organizational unit

Associate of Applied Science in General Business

6. CIP code

520201

7. Degree code

0300

8. Reason for deletion

Small Enrollments

9. Number of students still enrolled in program

1

10. Expected graduation date of last student

June 30, 2013

11. Courses (prefix, number, title) to be deleted as a result of this action

No courses will be deleted as a result of this action

12. How will students in the deleted program be accommodated?

The courses will be offered each semester

13. Are funds available for reallocation?

No

President/Chancellor Approval date: _____

Board of Trustees Notification Date: _____

Chief Academic Officer: _____ Date: _____

[UCA form updated 2009-11-09]

VIII. NOTIFICATIONS/DELETIONS

B. Deletion: Diverse Literatures Certificate



MEMORANDUM

TO: Tom Courtway, President

FROM: Steve Runge *SR*
Interim Provost and Vice President for Academic Affairs

DATE: April 12, 2012

SUBJECT: Information for the Board—Elimination of Diverse Literatures Certificate

The Department of English and the College of Liberal Arts have recommended that the unproductive Graduate Certificate program in Diverse Literatures be eliminated. I agree with that recommendation.

If possible, we request that the UCA Board of Trustees be informed of this action at its May meeting. No formal approval is required by the Board, but informing the Board will allow us to notify the Arkansas Department of Higher Education of the graduate certificate program deletion. If it is too late to go to the Board for the May meeting, the recommendation may be held until a later meeting.

Thank you for your response to this request.

SR/csd


enc: LON 5 and memoranda

cc: Jack Gillean, Chief of Staff



MEMORANDUM

TO: Dr. Steve Runge, Interim Provost and Vice President for Academic Affairs

FROM: Dr. Maurice Lee, Dean, College of Liberal Arts 

DATE: April 6, 2012

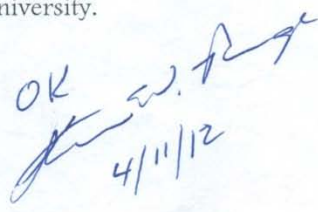
SUBJECT: Deletion of Diverse Literatures Certificate

I am in agreement with the memo from Jay Ruud relative to deleting the graduate certificate In Diverse Literatures.

I feel this is in the best interest of the college and the university.

MAL/kn

c: Dr. Jay Ruud
Dr. Elaine McNiece

OK

4/11/12



MEMORANDUM

January 23, 2012

To: Maurice Lee, Dean, College of Liberal Arts

From: Jay Ruud, Chair, Department of English

Re.: Deletion of Diverse Literatures Certificate

As you know, the English department instituted a new graduate certificate in Diverse Literatures about five years ago. Since its inception, the program has failed to attract students, graduating only one candidate in the past five years. Currently, there are no students enrolled. Students have clearly shown a preference for the full MA degree rather than the certificate. We have maintained the existence of the program as an option since there was no cost to it, composed as it is of graduate English classes that are regularly taught in any case.

However, since no students are currently enrolled in the program, there seems little point in continuing its existence. Accordingly, after review of enrollment and program completion data in consultation with the Graduate Dean, the English department has decided to discontinue the Diverse Literatures Certificate. I do not anticipate any objections to the elimination of this program.

DEPARTMENT OF ENGLISH

Irby Hall 317 | 201 Donaghey Avenue | Conway, AR 72035
501-450-5100 | TOLL FREE 800-243-8245 | FAX 501-450-5102 | uca.edu/english

LETTER OF NOTIFICATION – 5

DELETION

(Certificate, Degree, Option, Organizational Unit)

1. Institution submitting request

University of Central Arkansas

2. Contact person/title

Steve Runge, Provost

3. Phone number/e-mail address

(501) 450-3126
srunge@uca.edu

4. Proposed effective date

July 1, 2012

5. Title of certificate, degree program, option, or organizational unit

Certificate in Diverse Literatures

6. CIP code

23.1499

7. Degree code

6575

8. Reason for deletion

Lack of sufficient student numbers in program

9. Number of students still enrolled in program

0

10. Expected graduation date of last student

NA

11. Courses (prefix, number, title) to be deleted as a result of this action

None

12. How will students in the deleted program be accommodated?

NA

13. Are funds available for reallocation?

No

President/Chancellor Approval date: _____

Board of Trustees Notification Date: _____

Chief Academic Officer: _____ Date: _____

[UCA form updated 2009-11-09]