

**UNIVERSITY OF
CENTRAL ARKANSAS**



**BOARD OF TRUSTEES
AGENDA**

June 27, 2011

4:00 p.m.

Teleconference – 800-390-5809

Participant code - 5014505286

Wingo Hall – 210

**AGENDA FOR TELECONFERENCE MEETING OF BOARD OF TRUSTEES
OF
UNIVERSITY OF CENTRAL ARKANSAS
ON
June 27, 2011
AT
4:00 P.M.
WINGO HALL 210**

**Mr. Scott Roussel – Chair
Mr. Bobby Reynolds – Vice Chair
Mr. Victor Green - Secretary
Dr. Harold Chakales
Mr. Rush Harding, III
Mrs. Kay Hinkle
Mr. Randy Sims**

I. CALL TO ORDER

II. ROLL CALL

III. ACTION AGENDA

- A. “Contract Review Procedures” (Board Policy No. 416) – Trawick International**
- B. Proposed Transaction with Sigma Nu Fraternity**
- C. First Amendment to President Meadors’ Employment Agreement**
- D. “Fees – Health, Physical Education, Recreation (HPER) Center” (Board Policy No. 647)**

UNIVERSITY OF CENTRAL ARKANSAS

REASON FOR REQUIRING BOARD REVIEW AND ACTION:
(Board Policy #416)

Contract involving more than \$250,000

SUMMARY

1. Parties: University of Central Arkansas (Office of International Affairs) and Trawick International, Inc. of Mobile, Alabama.

2. Purpose: This is a health insurance plan for most of the international students attending the University. This is a renewal of the same health insurance plan now in effect for international students attending the University. International students are required to have health insurance coverage. For those who do not, this policy covers them.

3. Term: One year. Term is from August 1, 2011, to July 31, 2012.

4. University Funds to be paid: The estimated premium is \$497,700 for the next academic year, but this is recouped from student fees when the international students register. (The \$497,700 is based on the number of international students expected to be enrolled this year, unless the student has the same or comparable coverage. The monthly premium is \$79 per student. A census is provided to Trawick shortly after the start of the fall semester and the premium is then set.)

5. Public Bid/Purchasing Approval: This contract does not have to be bid under state purchasing laws because it is a pass-through agreement – premiums are paid by the students and then the University pays the company.

6. Special Provisions/Terms/Conditions: None.

8. Approval/Notification to UCA Foundation: None.

Form prepared by: Tom Courtway, General Counsel

Date: June 23, 2011.

Proposed Transaction with Sigma Nu Fraternity

The Sigma Nu fraternity (through the “Lambda Phi Home Association of Sigma Nu Fraternity, Inc.”) owns two houses on Donaghey Avenue immediately across from the campus. The houses have street addresses of 232 and 240 Donaghey. They front Donaghey and are immediately south of Papa John’s Pizza on the corner of Bruce and Donaghey. The house at 240 Donaghey also has a detached meeting room behind it. The aggregate land area of the two houses is approximately one-half acre.

The houses are currently not occupied. According to officials of the fraternity, the housing board is discussing the future of housing for the fraternity.

Based upon discussions with Paul Suskie, an alumnus and a representative of the housing board, options under discussion by the housing board include:

- (i) demolishing the existing structures and building a new fraternity house at the same location;
- (ii) finding a “temporary” location for the fraternity and wait to see if the proposed Greek Village is developed at the corner of Dave Ward Drive and Farris Road, and then building in the Greek Village; or
- (iii) selling the Donaghey property and building at another location at some future date.

Unless some arrangement can be worked out with the fraternity in the very near future, it is likely the Sigma Nu housing board will demolish the existing structures and build a new fraternity house on the existing property.

The administration has been in discussions with representatives of the fraternity housing board for several months. In January of this year, the administration obtained appraisals for the Sigma Nu properties. These appraisals total \$209,000 (\$84,000 for 232 Donaghey and \$125,000 for 240 Donaghey).

Based upon discussions over the last several months, the administration would like to propose a solution for the Board to consider and then to be offered to the Sigma Nu housing board. The general terms of a transaction would be as follows:

1. Purchase by the University of the Sigma Nu properties for the sum of \$209,000.
2. A lease by the University to the Sigma Nu fraternity of a house at 411 Western for a period not to exceed four years. The rent has not been established, but it will be within the range of other fraternities based upon the number of students occupying the residence. This would give the University time to develop the proposed Greek Village.
3. Solely in the event the Greek Village is not developed by the end of the lease term (set forth in 2), then the University would agree to enter into a long-term ground lease (possibly fifty years

with a fifty year renewal option for the fraternity) for University-owned property for the fraternity to build a house. We have identified three potential areas, all of which are outside of the Dave Ward/College and Donaghey/Farris rectangle. The areas are on the north side and east side of the existing Speech Language Hearing Center, and on the corner of Bruce and Baridon.

The administration believes this transaction will benefit the University by the acquisition of land immediately across from Thompson Hall, and at the same time provide a timeframe in which to construct Greek Village. This arrangement is similar to what the University did with the Sigma Tau Gamma fraternity when the fraternity's house on Donaghey was acquired in 2005.

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

“BE IT RESOLVED: That the Board of Trustees approves the transactions described above with the Sigma Nu fraternity and the Lambda Phi Home Association of Sigma Nu Fraternity, Inc., to include (a) the purchase for \$209,000 of properties with street addresses of 232 and 240 Donaghey, Conway, Arkansas, (b) the lease of 411 Western, Conway, Arkansas, to the Sigma Nu fraternity for a period not to exceed four years, and (c) the negotiation of a long-term ground lease with the fraternity for property owned by the University to be later identified, so long as the property is not within the area bounded by Dave Ward Drive/College Avenue and Donaghey Avenue/Farris Road in the City of Conway, Arkansas.

BE IT FURTHER RESOLVED, that the President of the University, or his designee, is authorized and directed to execute and deliver on behalf of the University, any and all contracts, leases, documents or other instruments needed or required to carry out the provisions hereof.”

First Amendment to President Meadors' Employment Agreement

On May 6, 2011, after an executive session, the Board adopted a motion approving a modification to the Employment Agreement for Dr. Meadors. The motion was to revise his contract to make it a five-year rolling contract, and also to increase his automobile allowance (paid with private funds) from \$750 per month to \$1,000 per month.

Attached is a First Amendment to the Employment Agreement for the President. It is drafted as an amendment to the existing agreement. It contains the two provisions adopted in the motion on May 6, 2011, but with one addition negotiated by the Board Chair and the President.

The First Amendment does three things:

1. Section 1 (a) provides that the term of the agreement is five years, from July 1, 2011, to June 30, 2016, and Section 1 (b) provides that on each July 1st an additional year is added *unless* the Board notifies the President, in writing, not later than May 15th of any year that a year will not be added. This is the automatic “rolling” provision.
2. Section 1(c) provides that the automatic rollover provision terminates on the 1st day of July after the President reaches age 68. What happens from that point on is that the term is then reduced by one year thereafter. (This is the additional provision.)
3. It increases the automobile allowance from \$750 per month to \$1,000 per month.

Under the First Amendment, the Board still has the authority each year on whether or not to add an additional year, and if not, must notify the President in writing. However, on July 1st after he attains age 68, this automatic provision is eliminated from the agreement.

Therefore, the Chair of the Board of Trustees recommends approval of the following resolution:

“BE IT RESOLVED: That the Board of Trustees approves the First Amendment to Employment Agreement for Dr. Allen C. Meadors, President of the University of Central Arkansas, attached hereto as Exhibit “A”, and the Chair of the Board of Trustees is hereby authorized to execute and deliver the First Amendment on behalf of the Board of Trustees.”

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
for
PRESIDENT**

(DR. ALLEN C. MEADORS)

This First Amendment to Employment Agreement (“First Amendment”) entered into on the date set forth below by and between the Board of Trustees (“Board”) of the University of Central Arkansas (“University”) and Dr. Allen C. Meadors (“President”).

Explanatory Statement

The purpose of this First Amendment is to amend certain provisions of that certain Employment Agreement for the President (“Employment Agreement”) executed by the parties on June 16, 2009, and which governs the employment of the President for the period from July 1, 2009, through June 30, 2012.

By resolution of the Board of Trustees, adopted May 7, 2010, an additional year was added to the term of the Employment Agreement so that the expiration date was June 30, 2013. In addition, by action of the Board of Trustees on May 6, 2011, the Board approved a five year rolling contract for the President and increased the automobile allowance. This First Amendment is designed to reflect the action of the Board of Trustees on May 6, 2011, and amend the Employment Agreement.

Agreement of the Parties

FOR VALUABLE CONSIDERATION, and in order to amend certain provisions of the Employment Agreement, the parties hereby agree to modify and amend the following sections of the Employment Agreement:

I. Amendment of Section 1 on “Term of Appointment”

Section 1 of the Employment Agreement (concerning the term of the President’s appointment) is hereby amended to read as follows:

1. Term of Appointment.

- (a) The Board hereby appoints and employs Dr. Allen C. Meadors as the President of the University for a term of five (5) years commencing on July 1, 2011, and expiring on June 30, 2016, subject to the terms and provisions set forth herein.

(b) Except as provided in (c) below, the parties further agree that the term of the President's contract shall automatically roll (by adding another year to the term) on each July 1st, unless the Board notifies the President, in writing, not later than May 15th of any year that such additional year will not be added. It is the intent of the parties in agreeing to this provision that by providing for an automatic roll (unless written notice is given not to add a year) that the Employment Agreement has a five-year term each July 1st.

(c) Provided, however, and notwithstanding any other provision of (a) or (b) of this section, the parties agree that the automatic rolling provision shall be discontinued on the date the President reaches the age of sixty-eight (68) years. The intent of the parties in agreeing to this provision is so that on the 1st day of July after the President's 68th birthday, the term shall then be four (4) years (or whatever term is then in effect if the Board has not added a year at anytime), and declining by one year on each July 1st thereafter.

II. Amendment of Section 8 on "Automobile and Other Benefits"

The first paragraph of Section 8 of the Employment Agreement (concerning automobile and other benefits) is hereby amended to read as follows:

8. Automobile and Other Benefits. The Board shall provide the President with an automobile allowance in the amount of \$1,000.00 per month, during the period covered by this Agreement. Expenses related to the maintenance and operation of the automobile will be borne solely by the President.

III. Re-Affirmation of All Other Provisions

Except as amended or modified in sections I and II of this First Amendment, the parties hereby re-affirm all other terms, provisions and conditions set forth in the Employment Agreement so that from and after this date the employment of Dr. Allen C. Meadors as President of the University of Central Arkansas shall be governed by the terms of the Employment Agreement, as amended by this First Amendment.

EXECUTED by the parties on the dates set forth below.

DR. ALLEN C. MEADORS

BOARD OF TRUSTEES
UNIVERSITY OF CENTRAL
ARKANSAS

Dr. Allen C. Meadors
Date: _____, 2011.

Scott Roussel, Chair of the Board
Date: _____, 2011.

ACKNOWLEDGMENT AND ACCEPTANCE
of
UNIVERSITY OF CENTRAL ARKANSAS FOUNDATION, INC.

The undersigned, being the President of the University of Central Arkansas Foundation, Inc., an Arkansas non-profit corporation, does hereby acknowledge the obligations of the organization as set forth in the foregoing First Amendment, and state that the amounts to be paid by the Foundation in the First Amendment to Employment Agreement, and the obligations under the Employment Agreement, are all within the budget approved by the Foundation's Board of Directors.

EXECUTED on this ___ day of _____, 2011.

Shelley Mehl, President

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

At the May, 2011 Board meeting, the administration requested, and the Board approved, an adjustment to the HPER fees for all students. The student fee was increased from \$4.00 per credit hour to \$7.50 per credit hour (of that increase, \$3.00 is designated for the HPER Center and \$0.50 is designated for the intramural fields). The HPER Center fee was increased by 75%. Because of that fee adjustment, the administration now requests that the Board adjust the fees for all non-students who pay a fee to use the HPER Center.

The administration proposes a fee increase of approximately 75% for non-students. The fee adjustments are shown in the attached, proposed policy. Benefits-eligible UCA employees do not pay a fee to use the HPER Center. The use of that facility is considered as part of the fringe benefits for working at the University. However, family members of faculty and staff; members of the UCA Alumni Association; employees of Aramark, Barnes and Noble, Oxford American and Recognized Student Organizations (must be at least half time or more); and residents of College Square must pay a fee to use the HPER Center.

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

“BE IT RESOLVED: That the Board of Trustees adopts the following changes as revisions to Board Policy No. 647, ‘Fees – Health, Physical Education, Recreation (HPER) Center’ effective fall 2011.”

UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY

Policy Number: 647

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

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Date Adopted: 8/01 Revised: 5/03, 10/03, 2/05, 09/07, 02/10, 06/11

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) ** credit hours per term	\$7.50 per credit hour/maximum of 3
Spouse (fall and spring)	\$52.00 \$ 90.00
Spouse (summer terms)	\$36.00 \$ 63.00
Family*** (fall and spring)	\$78.00 \$ 135.00
Family (summer terms)	\$54.00 \$ 94.00
Single Parent Family**** (fall and spring)	\$26.00 \$ 45.00
Single Parent Family (summer terms)	\$18.00 \$ 31.00

*Board Policy No. 630 provides a \$7.50 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 \$36.00 \$63.00(\$36.00 \$63.00 per spouse) to access HPER Center for May, June, July, and August (until fall classes begin).

***For a student=s family, the fee is calculated as follows: ~~\$52.00~~ \$90.00(spouse) and ~~\$26.00~~ \$45.00(children), for a total of ~~\$78.00~~ \$135.00, 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: ~~\$26.00~~ \$45.00 (children), in addition to the fee assessed for a student pursuant to Board Policy No. 630.

Faculty and Staff:

		Fringe benefit paid
Employee/Retiree only*		
Spouse(fall and spring)	\$52.00	\$ 90.00
Spouse (summer terms)	\$36.00	\$ 63.00
Family(fall and spring)	\$78.00	\$135.00
Family (summer terms)	\$54.00	\$ 94.00
Single Parent Family (fall and spring)	\$26.00	\$ 45.00
Single Parent Family (summer terms)	\$18.00	\$ 31.00
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. Available HPER Center hours for Alumni members:
A. Monday – Friday 6:00am to 2:00pm
B. Saturday 10:00am to 3:00pm
Farris Center Pool Hours:
All hours the pool is open

5. Alumni Membership Fees:

		<u>Individual</u>	<u>Individual + Spouse</u>	<u>Individual + Family</u>
A. Fall semester	\$100.00	\$165.00	\$175.00	\$225.00
B. Spring semester	\$100.00	\$165.00	\$175.00	\$225.00
C. Summer	\$ 50.00	\$ 80.00	\$ 75.00	\$100.00
D. Annual	\$250.00	\$410.00	\$425.00	\$550.00

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

7. Membership defined:

- A. Individual – The Alum
- B. Spouse – The Alum’s spouse
- C. Family – The Alum, spouse, and children. Must be 18 years old to use the

HPER Center.

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

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

11. 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. 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.