

The Board of Trustees of the University of Central Arkansas convened in a regularly scheduled meeting at 2:00 p.m., Monday, January 23, 2012, in the Board of Trustees Conference Room in Wingo Hall with the following officers and members present

Chair:	Mr. Bobby Reynolds
Secretary:	Mrs. Kay Hinkle
	Ms. Elizabeth Farris
	Mr. Rush Harding
	Mr. Brad Lacy
	Mr. Scott Roussel

Mr. Victor Green, Vice Chair, was absent.

### **MINUTES**

The minutes of the December 16, 2011 meeting were approved as submitted upon a motion by Rush Harding and second by Kay Hinkle. The motion passed with 4 trustees voting for approval and Elizabeth Farris and Brad Lacy abstaining.

### **INTRODUCTIONS**

Chairman Reynolds introduced newly appointed trustees, Elizabeth Farris and Brad Lacy. A copy of the introduction is attached to these minutes.

### **REPORTS**

The 2012 Board meeting dates were presented to the Board and are attached to these minutes.

Dr. Rob Parrent, VP for Enrollment Management, introduced Dr. Jim Black with SEM Works who gave a presentation about the goals and objectives his firm has for UCA regarding enrollment. His remarks are attached to these minutes.

Dr. Neil Hattlestad, Dean of the College of Health and Behavioral Sciences and the Chair of the Higher Learning Commission Committee, updated the Board on the progress made by the University in adhering to the plan given by the Higher Learning Commission in regards to the University's accreditation. His remarks are attached to the minutes.

Mr. Eldon Bock, an architect with Witsell Evans Rasco Architects/Planners, presented the Board with an update on the Master Plan. His remarks are attached to these minutes.

## ACTION AGENDA

### Clarification of Compensation for President Courtway

Based on discussions with the President and in order to clarify certain matters related to his compensation, the following resolution is proposed:

**“BE IT RESOLVED: That from and after December 16, 2011, through June 30, 2012, the salary of Tom Courtway, as President of the University of Central Arkansas, shall be the annualized sum of \$162,577, to be paid pursuant to the normal payroll practices and procedures of the University of Central Arkansas; and this amount shall be considered salary in all respects, and he shall not receive any other stipends, amounts, etc. from the University; and all payroll and personnel records of the University of Central Arkansas shall reflect the foregoing.**

**“BE IT FURTHER RESOLVED: That President Courtway shall be entitled to be reimbursed for usual and customary expenses (such as vehicle mileage, parking expenses, meals, etc.) authorized by the State of Arkansas as any other employee of the University of Central Arkansas”**

The resolution passed unanimously upon motion by Rush Harding and second by Scott Roussel.

### Procedure for Items on “Action Agenda”

The agenda for each meeting of the Board of Trustees usually includes several items for “action” by the Board. This is the “action agenda,” and it is during the “action agenda” when the Board approves various changes to University policy or takes other official action of the University.

After review of procedures of the meetings and discussion with the administration, the Chair has determined that for this calendar year (2012), a new procedure should be considered for this part of the Board’s agenda.

The purpose of the proposed change is to increase involvement by the various campus groups in discussion of any matter proposed for action by the Board of Trustees.

The new procedure would provide the three campus groups (Faculty Senate; Staff Senate; and Student Government Association) the opportunity to ask questions of the Administration prior to the vote by the Board on any particular “action agenda” item.

This new procedure for each item on the “action agenda”, if instituted, would be as follows:

- Presentation to the Board of Trustees by the appropriate vice president or other university official.
- Questions/comments from members of the Board of Trustees
- Questions, if any, from the Presidents of the Faculty Senate, Staff Senate and Student Government Association to the members of the UCA administration

- Discussion by members of the Board of Trustees
- Action by the Board of Trustees on the item before the Board

Based on discussions with the administration, this new procedure does not require any change to an existing Board of Trustees policy. However, the Chair of the Board recommends that the full Board review and approve the procedure before it is put into effect. This will allow the Board to understand the new procedure and ask questions about its implementation before it is utilized.

The following resolution was unanimously adopted upon motion by Scott Roussel with a second by Kay Hinkle:

**“BE IT RESOLVED, that for each item on the ‘action agenda’ of all meetings of the University of Central Arkansas Board of Trustees for calendar year 2012, the procedure and format set forth above in the explanation to this item be followed, and that on each item presented, that the representatives of the UCA Faculty Senate, UCA Staff Senate and UCA Student Government Association, be provided the opportunity to ask questions, if any, to representatives of the UCA administration on each item prior to the vote by the Board of Trustees.”**

#### **Approval of Contracts/Plan of Action for Data Recovery Plan**

The University needs a backup, off-site operation for data and data recovery in the event of a fire, natural disaster or other event, which would cause the on-campus data operation (housed in the basement of Burdick Hall) to cease operation. The recent power outage (in November, 2011) made this very clear.

For at least the last two years, the failure to have a data recovery backup plan has been noted in the University’s annual audit by the Arkansas Division of Legislative Audit. This is often referred to as the inadequacy of the campus’ technology disaster recovery plan. A large part of the deficiency is the lack of a redundant site if the main data center is compromised. Those applications, which are deemed critical for business continuity and protection of the revenue stream, must be identified and protected in the redundant site.

In November, 2011, a task force was formed to review the problem and propose a solution to the deficiency. The members of task force included (a) Jack Gillean, Chief of Staff; (b) Diane Newton, Vice President for Finance and Administration; (c) Dr. Jonathan Glenn, Chief Information Officer; (d) Larry Lawrence, Director of the Physical Plant; and (e) Larry James, Chief of Police.

After discussion and evaluation, the task force discussed solving two problems. One is the best short-term solution, if possible, and the second is a longer-term solution.

Several options were evaluated, including:

1. Partnering with another institution of higher education in the State of Arkansas, which utilizes “Banner”, the software operating system used by the University;

2. Partnering with city or county departments;
3. Off-site management (Cloud);
4. The former ADEM property (i.e. the bunker) now owned by the University;
5. Partnering with local technology company.

The task force has met several times and based on a recent meeting with the President, makes the following recommendations (both short-term and long-term):

- Bids were opened on January 6, 2012, for the purchase of equipment necessary for the redundancy of the campus' main administrative software application, Banner. This equipment will continue to be used in the permanent site along with additional equipment purchased at a later time. One bid was received, in the amount of approximately \$268,000. The administration requests authority to enter into this contract with Fidelity Information Service. Copies of the bid documents are attached.
- In addition to the purchase of the equipment, an architect and engineering firm will need to be retained to develop plans for a long-term solution. The administration requests authority to enter into a contract with one of the on-call architectural firms to develop plans for the permanent move (set forth below).
- On a short-term basis, the administration will decide no later than February 15, 2012, whether or not to have the back-up location in Stanley Russ Hall, or if possible with another institution of higher education in Arkansas. Once this is decided, the Board will be notified of the location.
- Finally, the task force has recommended to the President that the long-term off-campus site be the bunker (former ADEM property owned by the University). The administration asks for approval to proceed with the securing of equipment and making ready the permanent redundant site, which may include laying fiber, renovations of the site, initiating memorandums of understanding/contracts with partners and purchasing equipment. Although no formal plans have been developed, the estimated cost to renovate the bunker site is approximately \$400,000, and the total cost to develop and implement the plan (including the costs for equipment previously identified in this write-up) is approximately \$1,500,000.
- The estimated costs at this time may be summarized as follows:

Approximately \$450,000 for fiber and installation;

Approximately \$450,000 for equipment (including the \$268,000 for equipment from Fidelity Information Service);

Approximately \$400,000 for renovations to bunker facility; and

Approximately \$200,000 for A&E and contingency

The following resolution was unanimously adopted upon motion by Rush Harding with a second by Kay Hinkle:

**“BE IT RESOLVED: That the administration is authorized to proceed with the purchase of equipment from Fidelity Information Service to utilize in the data recovery operation;**

**BE IT FURTHER RESOLVED: That the Board of Trustees approves using the “bunker” as the facility to house the off-campus data operation;**

**BE IT FURTHER RESOLVED: That the administration is authorized to hire and retain architects and engineers for such permanent project; and in addition, is authorized to enter into any contracts necessary to order and purchase cable, conduit or other materials to have such off-campus site be located at the “bunker” on South Donaghey Avenue in Conway, Arkansas;**

**BE IT FINALLY RESOLVED: That once the plans and specifications for changes to the facility or any other matters related thereto are developed, appropriate contracts may be entered into by the University, but if in excess of \$250,000, shall be brought back before the Board of Trustees for review and action.”**

**BID TABULATION SHEET**

Bid Number: UCA-12-160 Description: IBM Hardware and Software

Bid Time & Date: 2:00 p.m. January 5, 2012

University of Central Arkansas  
 Purchasing Department  
 McCastlain Hall 101  
 Conway, AR 72035

Bidder:	IBM Hardware and Software	Services for planning, implementation, configuration and testing	Additional Expenses		
Complete Computing Little Rock, AR	No Bid	No Bid	No Bid		
FIS Little Rock, AR	\$244,093.00	\$5,000.00	None		

Signature \_\_\_\_\_ Date \_\_\_\_\_

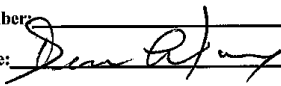
**UNIVERSITY OF CENTRAL ARKANSAS  
INVITATION FOR "SEALED COMPETITIVE BID"**

**Submit Bids To:** Purchasing Department  
University of Central Arkansas  
McCastlain, Room 101  
201 Donaghey Avenue  
Conway, AR 72035

The University of Central Arkansas invites your company to provide sealed bids for IBM related hardware, software and support to be utilized by the UCA Department of Information Technology.

<b>Date Issued:</b> December 21, 2011	<b>Bid Number:</b> UCA-12-160
<b>UCA Contact Person:</b> Cassandra McCuicn-Smith	<b>Bid Closing Date:</b> January 5, 2012
<b>Phone Number:</b> 501-450-3173	<b>Bid Closing Time:</b> 2:00 p.m.
<b>Fax Number:</b> 501-450-5020	<b>Type of Contract:</b> Firm
<b>Invoice To:</b> University of Central Arkansas	<b>Contract Period:</b>
Attn: Accounts Payable, Wingo Hall	<b>Delivery Period:</b> Vendor to state delivery time
201 Donaghey Avenue	<b>F.O.B. Destination</b>
Conway, AR. 72035	

**Bid submittals must be properly marked with the Bid Number, bidders return address, Phone number, fax number and submitted prior to the Closing Date and Time listed above.**

<b>Company Name:</b> <u>FIS</u>	<b>Contact Person:</b> <u>Dennis LeDoux</u>
<b>Address:</b> <u>4001 Rodney Parham</u>	<b>Phone Number:</b> <u>501-220-7013</u>
<u>Little Rock, AR 72212</u>	<b>Fax Number:</b> _____
_____	<b>Signature:</b> <u></u>
_____	<b>Title:</b> _____

**THIS PAGE MUST BE SIGNED AND RETURNED WITH THE BID QUOTE.**

**Special Terms and Conditions:**

This is an IBM XIV Gen3 6 module configuration consisting of 72 2TB drives 55TB usable. 144GB memory, 6 CPU, Fiber channel ports (8) 8Gbps and 6 iSCSI ports 1Gbps. Three year all software, software maintenance, Hardware support inclusive.

Shipping is inside delivery and if necessary lift gate service must be included in total price.

NO SUBSTITUTIONS, ONLY THE BRAND AND PRODUCT NUMBER REFERENCES HEREIN WILL BE ACCEPTED. IN THE EVENT THAT A PRODUCT NUMBER HAS CHANGED IT IS TO BE NOTED ON THE BID DOCUMENT.

**UCA-12-160  
SPECIFICATIONS AND PRICING SUBMISSION FORM**

Product	Description	Qty
2812-114	IBM XIV Storage System Model GEN3	1
0018	AAS SW order indicator	1
0030	Base unit indicator	1
0035	Retail unit indicator	1
0100	UNIX Host Attachment	1
0101	Linux Host Attachment	1
0102	Windows Host Attachment	1
0103	VMware Host Attachment	1
0806	6 module initial capacity	1
1125	2TB Interface Module	3
1126	2TB Data Module	3
9101	Modem	1
9811	US/CA/LA/AP 60A pin cord	1
9890	Single phase power	1
Product	Description	
5608-R13	IBM Tivoli Storage FlashCopy Manager Reg 3 Yr	1
0001	Per Terabyte (1-12) SW S&S 3 Year Registration	4
5608-W07	IBM Tivoli Storage FlashCopy Manager V3.1	1
0001	Per Terabyte (1-12) with 1 Year SW S&S	4
5639-XX3	IBM XIV Storage System Software Reg: 3Yr	1
0003	Per Storage Device SW MAINT 3Y Reg	6
5639-YYB	IBM XIV Software V11.0.1	1
0001	IBM XIV SW Drawer 2TB drives	6
5005	Preinstall	1
5809	Supply feature	1
2498-B24	IBM System Storage SAN24B-4 Express	1
2808	8 Gbps SW SFP Transceiver 8-Pack	3
7200	8-Port Activation	2
	Serial: 00108709T This is an MES to enable 1 additional 8 pack	
2498-B24	IBM System Storage SAN24B-4 Express	1
2808	8 Gbps SW SFP Transceiver 8-Pack	3
7200	8-Port Activation	2
	Serial: 00108709R This is an MES to enable 1 additional 8 pack	



Cost of the above Hardware and Software: \$ 244,093.00

IBM services to provide an end to end solution that includes planning, implementation, configuration and testing. Provide hourly cost not to exceed 40 hours:

\$ 5,000.00

Additional expenses: \$ none

"Note any additional expenses that your company will charge the University, any additional expenses not noted on this bid request will not be paid by the University".

PLEASE NOTE TAXES HAVE NOT BEEN INCLUDED.

## STANDARD TERMS AND CONDITIONS (IFBs)

1. **GENERAL:** Any Special Terms and Conditions included in the Invitation for Bids override these Standard Terms and Conditions. The Standard Terms and Conditions and any Special Terms and Conditions become a part of any contract entered into if any or all parts of the bid are accepted by the University of Central Arkansas, hereafter called University or UCA.
2. **ACCEPTANCE AND REJECTION:** The University of Central Arkansas reserves the right to accept or reject all or any part of a bid or any and all bids, to waive any informalities and minor technicalities and to award the bid to best serve the interest of the University and State of Arkansas. This Invitation for Bid does not in any way commit UCA to contract for the commodities/services listed herein.
3. **BID SUBMISSION:** Bids must be submitted to the Purchasing Department on this form with attachments, when appropriate, on or before the date and time specified for the bid opening. If this form is not used, the bid may be rejected. Each bid submitted must be properly identified with a minimum of Bid Number, Time and Date of Opening. The bid should be typed or printed in ink. Late bids will not be considered under any circumstances.
4. **SIGNATURE:** Failure to sign a bid will disqualify it. The person signing the bid should show title or authority to bind the firm in a contract. Signature means a manual or an electronic or digital method executed or adopted by a party with the intent to be bound by or to authenticate a record which is (a) unique to the person using it; (b) capable of verification; (c) under the sole control of the person using it; (d) linked to data in a manner that if the data are changed, the electronic signature is invalidated.
5. **NO BID:** If not submitting a bid, the bidder should respond by returning the front page of this form, making it a No Bid, and explaining the reason. Individual bidders may be removed from the University's Bidders List by failure to respond three times in succession.
6. **PRICES:** Bid pricing on the unit price to include FOB destination to UCA. In cases of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the Invitation for Bid. Unless otherwise specified, the bid must be firm for acceptance for thirty (30) days from the bid opening dates. "Discount from List" bids are not acceptable unless requested in the Invitation for Bid. Time or cash discounts will not be considered. Quantity discounts should be included in the price of the item.
7. **QUANTITIES:** Quantities stated on "firm" contracts are actual requirements of the University. The quantities stated in "term" contracts are estimates only and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The University may order more or less than the estimated quantity on any "term" contract.
8. **BRAND NAME REFERENCES:** Unless specified "No Substitutes", any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than the referenced specifications the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustration and complete description of the product(s) offered. If the bidder fails to submit such the bid can be rejected. The University reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified. The University may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in the bid invitation. If the bidder takes no exception to the specifications or referenced data in the bid, he/she will be required to furnish the product according to the brand, names, numbers, etc., as specified in the invitation for bid document.
9. **GUARANTY:** All items shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidders hereby guarantee that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specifications, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function for which it was intended. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The bidder's obligations, under this paragraph, shall survive for a minimum of one year from the date of delivery, unless otherwise specified herein.
10. **SAMPLES:** Samples, or demonstrators, when requested, must be furnished free of expense to the University. If samples are not destroyed during the reasonable examination they will be returned to the bidder, if requested, within ten days following the complete examination of the item(s), at bidder's expense. Each sample should be marked with the bidder's name, address, bid number and item number.
11. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples, or demonstrators, submitted with the bid, or on samples taken from regular shipments. In the event products tested fail to meet or exceed all conditions and requirements of the original specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
12. **AMENDMENTS:** The bid documents cannot be altered or amended after the bid opening except as permitted by regulation.
13. **TAXES AND TRADE DISCOUNTS:** Do not include state sales tax. However, other local county, city, or municipal sales or use tax should be included in the bid. Trade discounts should be deducted from the unit price and the net price should be shown on the bid.
14. **AWARD:** Any contract, as the results of this Invitation for Bid, shall be awarded with reasonable promptness by written notice to the lowest responsible bidder whose bid meets the requirements and criteria set forth in the Invitation for Bid. The University reserves the right to award the item(s) listed on this Invitation for Bid "individually", by "groups", "all or none", or by any other method as deemed in the best interest of the University, as deemed by the UCA Procurement Official. In the event all bids exceed available funds, as certified by the appropriate fiscal officer, the Agency Procurement Official is authorized in situations where time or economic considerations preclude re-solicitation of work of a reduced scope to negotiate an adjustment of the bid price, including changes in the bid requirements, with the lowest responsible and responsive bidder, in order to bring the bid within the amount of available funds. **NOTE: Firm Contract:** A written University Purchase Order mailed, or otherwise furnished, to the successful bidder within the time of acceptance specified in the Invitation for Bid results in a binding contract that requires the contractor to furnish the commodities or services as stated on the purchase order which will reference the original Invitation for Bid documents and number. Vendor is to immediately initiate action to comply with the requirements of the purchase order, which by reference will incorporate all the requirements contained in the original Invitation for Bid. **Term Contracts:** A Contract Award will be issued to the successful bidder. It results in a binding obligation of the item(s) or service(s) for specific pricing and time frame without further action, at that time, by either party. The Contract Award does not authorize any shipment(s) or service(s) to be provided. Shipment of commodities or the providing of service, related to a "term contract" is only authorized by the receipt of a University Purchase Order, by the Contractor, that will list the actual requirement, pricing, and delivery location and contract number.
15. **TERM OF CONTRACT:** The Invitation for Bid, Contract Award or Purchase Order will clearly state the period of time the contract will be in effect for each individual contract.
16. **DELIVERY ON CONTRACTS:** The Invitation for Bid, Contract Award and/or Purchase Order will state the number of days to place a commodity, equipment and/or service in the designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The UCA Purchasing Department has the right to extend delivery if reasons appear valid. If the Contractor cannot meet the delivery date, the University reserves the right to procure the items elsewhere and any additional cost will be borne by the Contractor.
17. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without prior written approval of the UCA Purchasing Department. Delivery shall be made during the normal University work hours of 8:00 am to 4:30 pm CT, unless prior approval for other delivery time(s) has been obtained for the UCA Purchasing Department. Packing memoranda shall be enclosed with each shipment.
18. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the University after delivery. Backorders, default in promised delivery, or failure to meet the original specifications of the order will authorize the UCA Purchasing

Department to cancel the contract, or any portion(s) of it, and procure the commodities, equipment and/or services elsewhere and charge the full increase in expense, if any, to the defaulting contractor. Consistent failure to meet delivery dates/requirements may cause removal from the vendor listing or suspension of eligibility for any award.

**19. VARIATION IN QUANTITY:** The University assumes no liability for commodities produced, processed or shipped in excess of the amount specified on University contracts.

**20. UNIVERSITY/STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other items furnished to the contractor in contemplation hereunder shall remain the property of the University/State, be kept confidential to the extent allowed by Arkansas law, be used only as expressly authorized, and returned at the contractor's expense to the FOB point, properly identifying what is being returned.

**21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the University harmless from all claims, damages and costs, including legal fees, arising from infringements of any patents or copyrights.

**22. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) delivery and acceptance of the commodities or services, (2) submission of a properly itemized invoice, with the specified number of copies that reflect the contract/purchase order number(s), item(s), quantity and pricing; (3) and the proper and legal processing of the invoice by the University. Invoices must be sent to the University, Attn: Accounts Payable Department, as shown on the original contract or purchase order.

**23. ASSIGNMENT:** Any contract entered into pursuant to any contract issued by the University is not assignable nor the duties there under delegable by either party without the written consent of both parties of the original agreed upon contract.

**24. LACK OF FUNDS:** The University may cancel any contract to the extent funds are no longer legally available for expenditures under the contract. The University will return any delivered but unpaid for commodities in normal conditions to the contractor. If the University is unable to return the commodities in a normal condition, and there are no funds legally available to pay for the commodities, the contractor may file a claim with the Arkansas Claims Commission for the actual expense.

**25. DISCRIMINATION:** In order to comply with the provisions of Act 54 of 1977, as amended, relating to unfair employment practices, the bidder/contractor agrees as follows: (a) the bidder/contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, disability, or national origin; (b) in all solicitations or advertisements for employees, the bidder/contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, disability, or national origin; (c) the bidder/contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder/contractor to comply with the statute, rules and regulations promulgated there under and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or part; (e) The bidder/contractor will include the provision of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractors or vendor.

**26. ETHICS:** It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a University/State of Arkansas contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business. Any violation of this ethics statement can result in the cancellation of any contract with the University.

**27. CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION:** Any contract or amendment to any contract, executed by the University of Central Arkansas which exceeds \$25,000 shall require the contractor to disclose information as required under the terms of Executive Order 98-04 and the regulations pursuant thereto. Failure of any person or entity to disclose or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this order shall be considered a material breach of the terms of the contract. The material breach of the terms shall subject the party failing to disclose, or in violation, to all legal remedies available to the University under the provisions of existing law. The attached Contract and Grant Disclosure and Certification Form (F-1 and F-2) shall be used for the disclosure purpose. No contract or amendment to any existing contract will be approved until the contractor completes and returns the disclosure form.

**28. ANTITRUST:** As part of the consideration for entering into any contract pursuant to an Invitation for Bid, the bidder named on the Invitation for Bid, acting herein by the authorized individual, its duly authorized agent, hereby assigns, sells and transfers to the University/State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or the State of Arkansas for price fixing, which causes of action have accrued prior to the date of the assignment and which relates solely to the particular goods or services purchased or produced by this State pursuant to any resulting contract with this University.

**29. ARKANSAS TECHNOLOGY ACCESS CLAUSE:** The vendor expressly acknowledges that state funds may not be expended in connection with the purchase of information technology unless that system meets certain statutory requirements in accordance with State of Arkansas technology policy standards relating to accessibility by persons with visual impairments. Accordingly, the vendor represents and warrants to UCA that the technology provided to UCA for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assisting devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance. If requested, the vendor must provide a detailed plan for making this purchase accessible and/or a validation of concept demonstration.

**30. CANCELLATION:** Either party may cancel any contract or item award, for cause, by giving a thirty (30) day notice of intent to cancel. Cause for the University to cancel will include, but is not limited to, cost exceeding current market prices for comparable purchases, request for increase in prices during the period of the contract, or failure to perform to contract conditions. The contractor will be required to honor all purchase orders that were prepared and dated prior to the date of expiration, or cancellation. Cancellation by the University does not relieve the contractor of any liability arising out of a default or nonperformance. If a contract is cancelled due to a request for increases in pricing, or failure to perform, that contractor will be removed from the bidders/vendors list for a period up to twenty-four (24) months. Cause for the vendor to cancel a contract will include, but is not limited to, the item(s) being discontinued and unavailable from the manufacturer or non-payment of vendor invoices by the University.

**31. ALTERATION OF ORIGINAL IFB/RFP DOCUMENT:** The original written or electronic language of the IFB/RFP shall not be changed or altered, except by approved written addendum issued by the UCA Purchasing Department. This does not eliminate a vendor/contractor from taking exception(s) to these documents, but does clarify that he/she cannot change the original document's written or electronic language. If a vendor/contractor wishes to make exception(s), to any of the original language, they must be submitted by the vendor/contractor in separate written or electronic, language in a manner that clearly explains the exception(s). If a vendor's/contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the vendor's/contractor's response may be declared as "non-responsible" and the response will not be considered.

**32. SOVEREIGN IMMUNITY:** Nothing in this agreement shall be construed to waive the sovereign immunity of the State of Arkansas or any entity thereof, including the University of Central Arkansas.

33. **WORK FOR HIRE:** All goods, products, software or other items (collectively the "deliverables") under this agreement shall be and remain the exclusive property of UCA. All right, title and interest in such deliverables shall vest in, and be the property of, UCA. The parties agree that all deliverables shall, to the fullest extent permitted by law constitute "work for hire" under the U.S. copyright law, or any other law. Company shall retain its rights in its know-how, concepts, materials and information developed independently of this agreement. However, with regard to the deliverables paid for by UCA and produced under this agreement, UCA is hereby granted an exclusive, perpetual license (royalty-free) to use such deliverables in UCA's business. Company agrees to execute and deliver to UCA any and all instruments, documents or assignments to reflect the matters set forth in this paragraph.

**“Board of Trustees Fund” - Board Policy No. 607**

In 1995, the University of Central Arkansas Board of Trustees created a separate fund known as the “Board of Trustees Endowment Fund.”

Since that time, the fund has been used for various projects and expenses of the University. There is not, however, any specific statement in the policy on the source or revenues, nor is there is any specific provision on the balance of the fund. It has been increased and decreased without any formal action by the Board of Trustees.

In addition, several years ago the policy was amended to provide the Chair of the Board with the discretion to allocate up to \$25,000 in any year for projects without the necessity of Board action.

After review and discussion between the administration and the chair of the Board, it has been determined that several revisions should be made to the policy. A revised policy is attached.

The changes may be summarized as follows:

- The name of the fund will be the “Board of Trustees - University Improvement Fund.” This is a change from the initial name, and is also a revision from the existing name – “Board of Trustees Fund” - which was changed administratively a few years ago.
- Beginning July 1, 2012, the fund will be capped at \$200,000. (Prior to the December, 2011, meeting of the Board of Trustees, the fund contained approximately \$633,000. At that meeting, the Chair allocated the \$25,000 to three projects, and the Board also approved certain expenditures for the Office of Internal Audit of approximately \$70,000-80,000.)
- The fund will only be used for specific purposes set forth in the revised Board policy.
- The fund will only be replenished from auxiliary revenues.
- The Chair’s \$25,000 discretion is retained.

In addition to the revisions to the policy, the administration proposes (based on discussions with various parties) that the sum of \$25,000 be transferred to Baum Art Gallery in memory of Dr. Harold Chakales, a member of the Board of Trustees who died on December 13, 2011.

Any remaining amounts in the fund, after those expenditures and leaving the \$200,000 balance to begin the next fiscal year, shall be transferred or re-allocated as the Board of Trustees shall direct prior to the start of the next fiscal year (July 1, 2012).

The following resolution was unanimously adopted upon motion by Rush Harding with a second by Scott Roussel:

**“BE IT RESOLVED: That Board Policy No. 607 shall be amended as set forth on the attached Policy No. 607 and as described in the previous explanation;**

**BE IT FURTHER RESOLVED: That in addition, the sum of \$25,000 shall be withdrawn from the fund and transferred to Baum Gallery in memory of Dr. Harold Chakales;**

**BE IT FURTHER RESOLVED:** That commencing July 1, 2012, the beginning balance of such fund each fiscal year shall be the sum of \$200,000; and

**BE IT FINALLY RESOLVED:** That any amounts in excess thereof shall be transferred or re-allocated by appropriate resolution of the Board of Trustees of the University of Central Arkansas to be adopted prior to July 1, 2012.”

**UNIVERSITY OF CENTRAL ARKANSAS  
BOARD POLICY**

Policy

Number: 607

Subject: UCA-Board of Trustees-Fund - University Improvement Fund

Date Adopted: 08/95 Revised: 01/2012

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The University of Central Arkansas Board of Trustees Fund is hereby established. The fund will contain only those monies that are recommended by the president and specifically designated by the UCA Board of Trustees.

The purpose of the fund is to provide long-term support for scholarships and other university operations; therefore, the University is prohibited from spending any portion of the principal. Expenditures from the fund's income will require approval by the Board of Trustees. However, \$25,000 of the Fund, not to exceed 5% of the beginning balance, may be spent at any time at the Chair's discretion without Board approval.

**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.

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.

**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.



There being no further business to come before the Board the meeting was adjourned upon motion by Kay Hinkle with a second by Rush Harding.

**The University of Central  
Arkansas Board of Trustees**

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**Bobby Reynolds**  
**Chair**

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**Kay Hinkle**  
**Secretary**

## ATTACHMENTS

At this time, I would like to officially welcome two new members to the UCA Board of Trustees: Mrs. Elizabeth Farris and Mr. Brad Lacy.

Elizabeth is a native of Conway and is no stranger to the UCA campus as this is literally where she grew up. She is the daughter of former UCA President Jeff Farris and former first lady Patsy Farris. She graduated in 1977 from UCA and was active in the Delta Zeta sorority, cheerleading, Royal Rooters and the Marketing Club. She currently serves as City President of Regions Bank in Hot Springs and oversees all the Regions banks in the Southwest Arkansas Group. She has also stayed active helping UCA, having served on the UCA Alumni Association Board and the UCA Foundation Board, serving a term as chair. Elizabeth currently is serving on the board of the Mid America Science Museum, Fifty for the Future, the Hot Springs Chamber of Commerce and the Hot Springs Community Foundation. She is active in the First United Methodist Church of Hot Springs and the National Park Rotary Club. She is married to Dr. John (Bill) Sorrels. Elizabeth is filling the two year slot left from Dr. Chakales' term.

Brad is a native of Ida, Arkansas and is a 1994 graduate of UCA. While at UCA, he served as president of the student body, a member of the Student Orientation Staff, and was active in the Sigma Tau Gamma Fraternity. After UCA, he earned a Masters in Public Administration degree from the University of Arkansas at Little Rock and worked with the Arkansas Economic Development Commission recruiting companies to the state. Brad is currently the President and CEO of the Conway Development Corporation, a position he has held since 2000 and in 2006 was also named President and CEO of the Conway Area Chamber of Commerce. He has stayed active helping UCA by serving on the Centennial Campaign Committee, the Alumni Association Board, and the UCA Foundation Board including a term as chair. Brad is filling the seven year slot previously held by Randy Sims.

## **BOARD MEETING DATES for 2012**

### **January 23 - HLC/Master Plan**

This will be an action meeting (quorum required). This is also the day that Tom would like for the two new Board members to tour campus, have lunch with Executive Staff, the executive officers of SGA, Faculty Senate, Staff Senate, Council of Deans and other Board members. The lunch would be at 12:00 and the meeting at **2:00**.

### **February 24 - regularly scheduled meeting**

**April 2 - FY2012-13 budget meeting** - this will be an informative meeting about the budget and a time for the Board to ask questions. No action items/quorum not required.

### **May 4 - regularly scheduled meeting**

### **September 7 - regularly scheduled meeting**

### **December 7 - regularly scheduled meeting**

### **Board Retreat – August 3**

This will be a one day retreat on campus. Please let me know if this date will work with your schedules.

Thank you Mr. Reynolds.

Members of the Board, President Courtway, distinguished colleagues and guests...

On Dec. 19, 2011, UCA's Board of Trustees approved a contract which secured SEMWorks, LLC to provide services that would assist the University with integrated market research, enrollment goal planning, data-driven decision-making, and the development and implementation of a comprehensive recruitment program that leverages institutional strengths to realize short-term results and sustainable success.

Dr. Jim Black, President and CEO of SEMWorks, and an internationally recognized award winning expert in enrollment management and change management, serves as the lead consultant on the UCA project. Dr. Black has published extensively with monographs, books, articles and book chapters about Enrollment Management and best practices in academic and student services. Dr. Black has lead conferences on enrollment management in the United Kingdom and the Netherlands, was named an IBM Best Practices Partner (one of only 23 in the world), was invited by College Board to Heidelberg, Germany to evaluate the APIEL Exam, and was also featured in an international teleconference on enrollment management by The Center for Freshman Year Experience at the University of South Carolina. Dr. Black has served on the boards of several technology companies and has consulted with Microsoft, Blackboard, and the SAS institute. With experience garnered from his work with more than 400 higher education clients from the two-year, four-year, public, and private sectors, Dr. Black will leverage his educational background along with his many years as an Associate Provost, Dean, and faculty member to provide insights and direction that are grounded in theory and are actionable.

Today, I've asked Dr. Jim Black to provide an update of the UCA project and a description of its deliverables. Dr. Black.



## UCA Board Presentation

- I. Overview of UCA Project
  - a. SEM audit (August 2011)
  - b. CRM Communications Management with ROI Analysis
    - i. 5 student search communications
    - ii. 4 target audience communications
    - iii. 3 Bear Facts Day invitations
    - iv. 1 Transfer Day invitation
    - v. 6 calling campaigns (admissions counselors, financial staff, Cub Connect ambassadors, faculty)
    - vi. 3 print publications
    - vii. 3 academic communications
    - viii. 75 academic program microsites
    - ix. 3 student life communications
    - x. 1 missing information email
    - xi. 1 scholarship email
    - xii. 2 video tutorials
    - xiii. An ongoing social media campaign
    - xiv. 3 high school junior communications
    - xv. 1 president's letter
    - xvi. 1 readmit communication
    - xvii. 1 Orientation communication
    - xviii. 1 Welcome Week communication
  - c. Scholarship Leveraging Analysis
  - d. Enrollment Goal Analysis
    - i. Business intelligence
    - ii. Capacity information
    - iii. External forces
    - iv. Institutional aspirations
    - v. Recruitment and retention goals
    - vi. Undergraduate and graduate mix
    - vii. University and school levels
    - viii. Recruiter territory goals (inquiries, applicants, admits, enrolled students)
  - e. Environmental Scan
    - i. Global, national, regional, state, and local trends
    - ii. Demographic, economic, labor, technology, social/value trends
    - iii. Implications of trends for UCA
  - f. Foundational Elements for SEM Planning
    - i. SEM audit
    - ii. Enrollment Goal Analysis

- iii. Environmental Scan
- iv. Scholarship Leveraging Analysis
- g. Ongoing Consulting Support
  - i. Admitted Student Days
  - ii. Transfer Days
  - iii. Day-to-day operations

II. Overview of SEM Works Team Members (10)

- a. Dr. Jim Black (lead consultant)
- b. Dr. Lynda Wallace-Hulecki (enrollment goal analysis and research analyst)
- c. Dr. Bryant Hutson (environmental scan)
- d. Dr. Kathryn Baugher (academic program interviews)
- e. CRM project manager
- f. Senior CRM manager
- g. 2 writers
- h. 2 designers

III. Concluding Thoughts

UCA's enrollment success is ultimately about creating a SEM culture—where the campus community develops a heightened student marketing, recruitment, service, and success orientation. This requires campus-wide buy-in and support. In Jim Collins' book, *Good to Great*, he refers to the flywheel effect—everyone within an organization with a common purpose pushing the flywheel with equal vigor.

SEM Works will provide tactical support for reaching enrollment objectives, and we will facilitate the identification an alignment with the UCA flywheel. But at the end of the day, the University leadership and internal stakeholders must actively engage in the strategic enrollment enterprise.

We are off to an amazing start. With that said, however, we must remember that this a long journey, and we must stay the course.

Thank you for your time.

## **Higher Learning Commission – Update**

Prepared by: Dr. Neil Hattlestad, Co-Chair of HLC Response Steering Committee, for presentation to the UCA Board of Trustees

### **1. Overview of accreditation**

**UCA – is regularly reviewed by 3 agencies.**

- (a) The U.S. Department of Education (USDE)**
- (b) The Arkansas Department of Higher Education (ADHE)**
- (c) The Higher Learning Commission of the North Central Association (HLC)**

**2. The Higher Learning Commission, along with its charge to examine a host of quality indicators (criteria), is also mandated by the USDE to confirm compliance with federal regulations.**

**3. The HLC is one of 6 regional accrediting agencies for the nation, and is the largest, with responsibilities for all two and four-year institutions in 19 states, ranging from Arizona, Colorado, the Dakotas, and all across the mid-west to West Virginia.**

**4. Other forms of accreditation are governed by specialized accrediting agencies in such fields as business, education, the health professions, fine arts, computer science and others (UCA has 25 programs accredited by these organizations).**

### **5. The importance of accreditation:**

*Regional accreditation involves the entire university – in institutions that are not accredited students cannot receive financial aid, schools are not eligible for other forms of federal assistance, and transferability of credits earned in unaccredited schools is problematic.*

**Specialized accreditation is important to specific programs as markers of quality. In areas such as the health professions accredited status gives assurance to the public that the program produces graduates who perform their services safely and effectively. Additionally, students must graduate from an accredited program in order to be eligible to sit for licensure to become active health professionals.**

### **6. The HLC Accreditation Process**

**(a) The HLC requires a comprehensive review for reaffirmation of accreditation every 10 years. The review process begins with a self-study that campus representatives develop based on the five criteria set forth by the HLC. A team of 5 – 12 consultant/evaluators is then assigned by HLC staff and scheduled for a visit to the institution to determine whether all criteria are met and to provide consultation for continuous improvement.**

**(b) 2010 Visit to UCA - The last comprehensive visit for UCA was conducted in March, 2010. A team of 10 consultant/evaluator's completed a team report that formed the basis for their recommendations that was forwarded to the HLC for a decision on reaffirmation by the HLC's Institutional Actions Committee.**



**(c) Rather than re-accrediting UCA for the full 10 years, a letter from the HLC in May, 2010, confirmed that the decision of the HLC was to reaffirm accreditation for a 7 year period and to require the institution to develop a monitoring report to be submitted to the HLC by May 1, 2012.**

**If the report addresses all challenges identified by the team, a focused visit will be held in spring 2014 that will require a team of at least 3 consultant/evaluators to review the monitoring report, the 2010 self-study and other pertinent documents prior to their arrival. Once on campus the team will examine the major items of focus and prepare a focused visit report for submission to the HLC.**

**The primary areas of focus involve clarification of institutional mission and presentation of a strategic plan that is linked to that mission. Evidence to be provided must include specific measures (action steps) the institution has planned to address identified challenges. The purpose of the team visit in 2014 will be to review evidence of the implementation of the strategic plan and confirm that challenges outlined in the 2010 team report have been addressed.**

**(d) Fortunately we have made strides in addressing those challenges. The UCA Strategic Planning and Resources Council (SPARC) was formed in February, 2010. Under the leadership of Dr. Mike Schaefer, and with the assistance of a consultant (Dr. David McFarland) this group conducted several campus-wide meetings and employed a process that resulted in development of the current strategic plan, which was approved by the UCA Board of Trustees in May, 2011. We are also well along in efforts to address the financial challenges identified by the HLC team under the leadership of Diane Newton, and the Budget Advisory Committee. The strategic plan and steps leading up to its development may be accessed by clicking on the UCA home Web page.**

**(e) Preparation of the 2012 Monitoring Report - To facilitate the drafting of the monitoring report for the HLC that is due May 1, 2012, the UCA HLC response team consisting of 10 members was appointed in August 2011. This group, co-chaired by Drs. Maurice Lee and Neil Hattlestad includes:**

**Mike Schaefer, Chair of SPARC  
Lynn Burley, Director of Academic Assessment  
Janet Wilson, Faculty Senate President  
Dianna Winters, President of Staff Senate  
Jonathan Glenn, Author of the 2010 HLC Self Study, and Chief Information Officer  
Diane Newton, Member of Senior Staff, and Chief Financial Officer  
Brad Teague, Member of Senior Staff, and Athletics Director  
Conrad Shumaker, Director of General Education  
Maurice Lee, HLC Consultant/Evaluator and Dean  
Neil Hattlestad, HLC Consultant/Evaluator and Dean**

**Team members have been working with their constituencies to gather information that relates to the HLC team report and to draft sections related to their assigned areas of the monitoring report. As was true of the strategic plan during its development, status reports to keep the campus community informed of the work of the team are posted on the campus**

**electronic portal (myUCA). As soon as a draft of the monitoring report is complete it too will be posted on myUCA for editorial suggestions and comment.**

**One of the major tasks of the committee is to develop a recommended list of actionable items (action steps) under each of the 6 initiatives listed in the UCA Strategic Plan. The 6 initiatives recommended by SPARC and approved by the Board of Trustees are as follows:**

- (1) Focus on Integrity at All Levels of Action;**
- (2) Continue to Foster a Culture of Academic, Scholarly, and Creative Excellence;**
- (3) Provide a Learner-Focused Environment for All Students;**
- (4) Commit to Ongoing Improvement and Innovation in Facilities and Technology;**
- (5) Increase Engagement with External Partners; and,**
- (6) Promote Diversity in All Areas**

**The UCA response team is working to present a logical sequence of action steps for each of the next 5 fiscal years based on action steps recommended by SPARC and other campus groups. These recommendations will be considered by the UCA Budget Advisory Committee and should prove helpful to members of the Board of Trustees in its budget discussions both this spring and in the future.**



WITSELL EVANS RASCO | ARCHITECTS/PLANNERS  
901 West Third Street Little Rock, Arkansas 72201 501-374-5300

## Presentation Minutes

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Date: 1.20.12

Project: UCA Master Plan

Re:

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### Master Plan overall with Districts

- Basics on Districts
  - Science District
  - Historic / Academic Core
  - Business and Arts District
  - Student Housing District

### Master Plan Overall

- Large Moves
  - Designate Campus Boundary / Methodology for acquiring property
  - Framework for the future: Showing Phases: 5yrs, 15yrs and beyond.
  - Phasing is funds dependent...Phase One may take ten years...
  - Flexible in implementation
  - Significant Buildings are suggested within Phases but not given to funding opportunities could move building priorities between phases

### Phase I Diagrams

#### Buildings (Significant Phase I projects)

- Learning Commons (location promotes outreach to community)
- Science Building
- Student Center Expansion
- Greek Village
- Physical Plant Relocation

#### Open Space

- Portions of Bruce Street become Limited Access
- Extending Campus Green to tie in Learning Commons with Historic Core
- Create additional recreation/athletic fields / Implement Sustainability Practices

#### Circulation / Parking

- Phased reduction of interior campus parking
- Creating concise north/south vehicular circulation
- Provide replacement parking at campus edges access from major arterials

#### Transit

- Expand transit to serve Phase I, II and III needs. Support campus edge parking.
- 

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**Phase II Diagrams**

**Buildings (Significant Phase II projects)**

Relocation of Fine Arts / Performing Arts facility to Business/Arts District  
Relocation of College of Education from Mashburn to heart of campus (Historic Core)  
Strengthen Business Quad by defining edges  
Provide additional on-campus housing at western district

**Open Space**

Provide additional open space at former Snow Fine Arts location  
Improve game day experience along Bruce and Farris Center  
Continue to extend pedestrian connection to Science District

**Circulation / Parking**

Additional fringe parking to support on-campus housing and future growth  
Close additional interior campus drives to support pedestrian/open spaces

**Phase III Diagrams**

**Buildings (Significant Phase III projects)**

Convocation Center  
Build-out of Northern Campus District

**Parking**

Potential of Parking Structures to meet building densities and campus population.

**Master Plan Overall**

With proper density, campus can support square footage needs well into the future.

Vision of the UCA campus of the Future feature exemplary live/learn/work/play opportunities and environments that engage the learner, satisfy the curious, inspire the creative and attract the larger Conway community.

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