

The Board of Trustees of the University of Central Arkansas convened in regular meeting on Friday morning, August 21, 1981, at eleven o'clock in the Board Room in the Administration Building on the campus with the following officers and members of the Board present, to-wit:

Chairman:	Mr. James W. Ahlf
Secretary:	Mr. Bill Johnson
	Mr. Henry L. Jones, Jr.
	Dr. John W. Sneed, Jr.
	Mrs. Charles E. Hammans
	Dr. J. Albert Johnson

and with the following member absent, to-wit:

Mr. Ben Burton

constituting a quorum of said Board, at which meeting the following business was transacted, to-wit:

Minutes of the last meeting were approved upon motion made by Mrs. Hammans, seconded by Mr. Jones, and passed by unanimous vote.

President Farris distributed booklets containing a listing of some of the more significant activities during the fiscal year ending June 30, 1981, and one-page statistical summaries on enrollment, housing, and several of the service offices of the university.

Adoption of the following resolution was approved upon motion made by Dr. Sneed, seconded by Dr. Johnson, and passed by unanimous vote:

"BE IT RESOLVED: The Board of Trustees approves the following renovation, repair and construction projects:

1. Move the antenna for Radio Station KUCA at an estimated cost of \$7500,
2. Increase university funds by \$100,000 for the construction of a Maintenance Facility, if necessary,
3. Extend roads from parking lots to Farris Road at an estimated cost of \$25,000,
4. Rebuild some sidewalks and curb ramps for handicapped students at an estimated cost of \$8300, and
5. Emergency roof repairs on Farris Center at a cost of \$47,000."

Adoption of the following policy with regard to members of the Department of Public Safety was approved upon motion made by Mrs. Hammans, seconded by Mr. Johnson, and passed by unanimous vote:

#### POLICY AND PROCEDURE CONCERNING FIREARMS

##### I. PURPOSE:

- A. The purpose of this policy is to provide a single source of reference for all members of the Department of Public Safety at the University of Central Arkansas. WEAPONS Safety will always be practiced by all Officers.

## II. POLICY:

- A. An Officer is equipped with a firearm to defend himself or others against deadly force or the threat of imminent deadly force. However, when a firearm is used by an Officer it must be with the realization that the death of some person may occur. Justification for the use of an Officer's firearm is limited to facts known to or perceived by the Officer or which should have been known or perceived at the time the firearm is used.

## III. PROCEDURES:

### A. Authorization of Firearms:

1. All law enforcement officers shall be armed at all times when on duty with a firearm approved by the Director of the Department of Public Safety. All firearms will be issued by the Department.
2. The only ammunition authorized for any Officer to have in his possession while on duty will be that ammunition issued by the Department. High powered ammunition is strictly prohibited for use by any Officer employed by UCA. Authorized ammunition will be hollow point .38 caliber, 125 or 158 grain.
3. An Officer is authorized to wear the firearm issued by the University only when he/she is in uniform.
4. Officers in uniform engaged in off-duty employment which requires the performance of police related service may be armed only with a Department approved firearm. UCA will not be responsible for actions during other employment.
5. An Officer shall never remove a firearm from its holster, except in line of duty during an emergency.
6. Those Officers charged with enforcing the rules and regulations of the University and the laws of the State of Arkansas, will be authorized to carry firearms. Non-enforcement personnel, such as Radio Dispatchers will not be armed.
7. No Officer will be allowed to wear a sidearm until he/she has successfully completed the Arkansas Law Enforcement Training Academy.

### B. Authorization for the Discharge of Firearms:

1. An Officer is authorized and has the duty to prevent an attack with a deadly weapon on himself, a fellow Officer or a member of the public by utilizing whatever force necessary including the use of firearms.
2. The use of firearms is permitted:
  - a. To defend the Officer or a third person when the Officer reasonably believes it necessary because of the use or imminent use of deadly physical force on him or a third person.
    - (1) Deadly physical force is such force as can reasonably be expected to cause death or serious physical injury.
  - b. To affect the arrest or prevent the escape of a person the Officer reasonably believes has committed a felony involving the use or threatening the use of deadly physical force.

3. The use of firearms is prohibited:
  - a. When there is risk of death or injury to an innocent party by application of such force. (Except as outlined in paragraph 2-a above).
  - b. In any circumstances not outlined in paragraph 2 above.

C. Removal of a Firearm from Holster While on Duty:

1. Should an Officer on duty remove his/her firearm from the holster for any reason, he/she should:
  - a. Immediately report to the Department of Public Safety Office.
  - b. Prepare a report explaining the circumstances which caused the gun to be removed from the holster. Include in the report, location, time of day, and the name(s) of any witness(es).
  - c. Remain in the office until relieved of duty by the Director of the Department.
2. Failure of an Officer to report immediately to the office in any case in which he/she removes his/her firearm from its holster while on duty will be grounds for dismissal.
3. In the event a firearm is discharged, the Officer shall submit his report including the following information in the order listed:
  - a. Name of Officer discharging the firearm.
  - b. Date and time of incident.
  - c. Type, caliber, and serial number of firearm discharged.
  - d. Type of ammunition fired.
  - e. Number of shots fired and direction fired.
  - f. A diagram showing location of objects and people directly involved.
  - g. Description of object fired at. (If person; name, DOB, if known; sex, race, and brief description; if an animal, a brief description.)
  - h. Whether or not object fired at was moving, standing, or barricaded and direction of travel if moving or in vehicle.
  - i. Results of the shot(s) fired. (Extent of wounds, other objects struck, etc.)
  - j. Name of supervisor, director of public safety, and investigators responding to the scene.
  - k. Other pertinent information concerning the incident, including the reason for the use of a firearm, plus statements from any witnesses.
4. The Officer in either #1 or #3 above will be suspended by the Director without loss of pay or benefits until a hearing can be held. The Officer will not complete that shift.

5. A hearing shall be convened by the President of the University for any Officer suspended for removal of his firearm from the holster while on duty. The hearing will begin within 24 hours of the suspension unless delayed by some unusual circumstances.

If the weapon was not fired, the hearing panel will consist of the President of the University, the Assistant to the President of the University, and the Director of the Department of Public Safety. If the act is found to be unjustified, the Officer will be reprimanded or dismissed from the staff.

If the weapon was fired, the hearing panel will be the same as that above except the President may appoint one or two non-university employed persons with law enforcement experience to sit as non-voting members of the panel. If the act is found to be justified, the Officer will be re-instated. If the act is found to be unjustified, the Officer will be dismissed from the staff.

D. Injury or Fatality in the Performance of Police Duty:

1. When an Officer of the Department of Public Safety wounds or kills a person, a thorough and objective investigation of the facts and circumstances will be initiated immediately by Police Officers designated by the University President.
2. The Officer responsible for an injury or a death shall be immediately relieved of duty by the Director without loss of pay or benefits.
  - a. The Officer shall be available at all times for official interviews and statements regarding the case and shall be subject to recall to duty at any time. He shall notify the Director of Public Safety prior to departing his home for any period over one hour.
  - b. The Officer shall not discuss the case with anyone except the Prosecuting Attorney and departmental personnel, including the University President or his Assistant.
3. When a decision has been made by the Prosecutor or the Grand Jury relative to the incident, the Director of Public Safety will:
  - a. Suspend the Officer without pay if the Prosecutor files criminal charges or the Grand Jury returns an indictment.
  - b. Reinstated the Officer to active duty if the Prosecutor or the Grand Jury determines the occurrence to be justifiable.

IV. Officers should always keep in mind the seriousness of a firearm and that they are designed to kill. Being armed, even as a police officer, is not authorization to mis-use the weapon, to display or handle it dangerously. Officers shall be held liable for any misuse of a firearm and subject to dismissal if mis-use or illegal use of a firearm has occurred.

V. Weapons safety must be stressed at all times. Supervisors (Public Safety Officer II) will be responsible to the Director of Public Safety for the enforcement of weapons safety.

1. Officers carrying departmental weapons shall be responsible for any damage or loss of the weapon if it is determined the damages or loss occurred due to carelessness on the Officer's part.
2. Upon termination of employment, the last pay check will be held by the University until the firearm and accompanying equipment has been turned in to the Director of Public Safety.

The following resolution between TIAA/CREF - university employees' retirement plan was approved upon motion made by Mr. Johnson, seconded by Dr. Sneed, and passed by unanimous vote:

- I. This Retirement Resolution sets forth the provisions of the TIAA-CREF retirement plan established by the Board of Trustees of the University of Central Arkansas, herein referred to as the University, as of July 1, 1967, as amended through July 1, 1981. Contributions under this defined contribution (money purchase) plan are applied to individual annuities issues to each participant by Teachers Insurance and Annuity Association (TIAA) and/or Retirement Equities Fund (CREF).
- II. Eligibility. Subject to the conditions stated in Section III, the following categories of employees are eligible to participate in the retirement plan: faculty members and administrative officers; provided however that employees whose employment is incidental to their educational programs at the institution are not eligible.
- III. Participation. All eligible employees will begin participation in this retirement plan or the Teachers Retirement System of Arkansas on the first day of the month coinciding with or next following the employment at the University.
- IV. Retirement Age. Normal retirement age for participants who have been granted tenure is herein defined as the last day of the academic fiscal year in which age 65 is attained; except as provided in Section V, such participants retiring before July 1, 1982, shall retire no later than the last day of the academic fiscal year in which they attain the age 65. Participants retiring after July 1, 1982, shall retire no later than the last day of the academic fiscal year in which they attain age 70. Normal retirement age for participants who have not been granted tenure is herein defined as the last day of the academic fiscal year in which age 65 is attained. Such participants may retire at normal age but, except as provided in Section V will retire no later than the last day of the academic fiscal year in which they attain age 70. The University will make contributions for participants who have attained normal retirement age and who continue in employment, provided the participant also continues contributions.
- V. Extension of Service. By special authority of the Board of Trustees, extensions of service beyond the date on which retirement would otherwise be required, in accordance with the provisions of Section IV, may be made for definite periods not to exceed one year each.

The University will make contributions for participants who have attained normal retirement age and who continue in employment, provided the plan participant also continues contributions.

- VI. Plan Contributions. Contributions under this retirement plan, referred to hereafter as "Plan Contributions," will be made on a monthly basis during years of participation, except for months in which no salary is paid, in accordance with the following schedule:

Plan Contributions as a Per Cent of Regular Salary

<u>By the Participant</u>	<u>By the Institution</u>	<u>Total</u>
6%	10%	16%

Plan Contributions by participants will be deducted from salary payments or, if elected by the participants, will be made on a tax-deferred basis

under an agreement for salary reduction executed in accordance with Section 403(b) of the Internal Revenue Code.

Plan Contributions shall be forwarded to TIAA-CREF to be applied as premiums on regular retirement annuity contracts owned by the participant and may be allocated by the participant between TIAA and CREF in any proportion which does not result in a fraction.

- VII. Annuity Contracts. The participant shall complete a TIAA-CREF application form in order for the annuity contract(s) to be issued. Each TIAA and/or CREF annuity contract issued under this plan is for the sole purpose of providing a retirement or death benefit and is solely the property of the individual participant. Provisions of regular TIAA and CREF annuity contracts are described in the booklet, Your Retirement Annuity, which is distributed to each participant as part of the description of this plan. All benefits under this plan are provided solely through individually owned, fully funded annuity contracts and therefore are not subject to, nor covered by, federal plan termination insurance.
- VIII. Leave of Absence. During a leave of absence the University will continue its Plan Contributions to a participant's annuities, at the rate specified in Section VI, on the basis of salary then being paid by the institution, provided the participant also continues Plan Contributions at the rate specified for participants in Section VI.
- IX. Repurchase. In the event a participant in this plan terminates employment for reasons other than retirement or disability and requests that TIAA-CREF repurchase his or her annuity, the University will approve such repurchase provided the participant is not employed by or moving to another institution having TIAA-CREF retirement plan for which he or she will be eligible, and providing the repurchase meets the other conditions under which TIAA-CREF will repurchase annuities. These conditions and the formula for any repurchase charge are set forth in the attached booklet, Your Retirement Annuity. Upon repurchase the portion of the accumulation (less any repurchase charge) attributable to Plan Contributions made by the participant will be payable by TIAA-CREF to the participant. The portion of the accumulation attributable to Plan Contributions made by the University will remain in the annuity contracts to provide retirement and/or death benefits for the participant, except that if the Plan Contributions made by the University to the annuities totaled less than \$2,000 such portion (less any repurchase charge) will be paid to the participant. Amounts paid to the participant upon repurchase shall be in full satisfaction of the participant's rights to retirement and/or death benefits attributable to such amounts repurchased.
- X. Retirement Benefits. Upon retirement at any age the participant shall be entitled under the terms of his or her TIAA and CREF annuity contracts to receive a monthly or other periodic income under one of the options set forth in such contracts. All options provide a lifetime income for the participant and all except one also provide for income to a spouse or other beneficiary. Descriptions of the income options are contained in the booklet, Your Retirement Annuity. The University does permit the use of the Retirement Transition Benefit described in Your Retirement Annuity.

A participant initiates procedures for receipt of retirement income benefits by writing directly to TIAA-CREF. Employment of individuals eligible to participate in this plan shall not continue beyond the date a participant receives his or her first annuity income payment from a TIAA or CREF annuity contract to which contributions have been made under this plan.

- XI. Death Benefits. In the event a participant dies prior to commencement of retirement benefit payments described in Section X, the full current value of the annuity accumulation including the portion attributable to Plan Contributions made by the University, is then payable to the beneficiary or

beneficiaries named by the participant, in a single sum or under any one of the income options offered by TIAA-CREF. These income options are described in the booklet, Your Retirement Annuity.

- XII. Plan Year. The "plan year" is January 1 through December 31 or each year. Records for each participant to whom annuity contracts have been issued are maintained on the calendar year basis. TIAA-CREF sends each annuity owner a report of premiums and benefits summarizing the status of his or her annuity contracts as of December 31 of each year. Similar reports or benefit illustrations may be obtained by a TIAA-CREF annuity owner upon termination of employment or at any other time by writing directly to TIAA-CREF.
- XIII. Administrator. The Vice President for Financial Affairs of the University, located at Conway, Arkansas 72032 (501) 329-2931, is the Administrator of this plan, and is responsible for enrolling participants, sending Plan Contributions for each participant as premiums to annuity contracts issued on the participants' life, and for performing other duties required for the operation of the plan. The administrator may designate in writing other persons to carry out duties under the plan.
- XIV. Application for Benefits. Benefits provided by TIAA and CREF annuities to which Plan Contributions have been applied will be payable by TIAA-CREF upon receipt by TIAA-CREF of a satisfactorily completed application for benefits and supporting documents. The necessary forms will be provided to the participant or beneficiary by TIAA-CREF.
- XV. Requests for Information and Other Claims Procedures. Requests for information, and claims or service of legal process concerning eligibility, participation, contributions, or other aspects of the operation of the plan should be in writing and directed to the Administrator of this plan. If a written request or claim is denied, the Administrator shall, within a reasonable time provide a written denial to the participant. It will include the specific reasons for denial, the provisions of the plan upon which the denial is based, a description of any material needed to complete the claim (if appropriate) and why it is necessary, and instructions on how to apply for a review of the claim. When the Administrator requires additional time to process a claim because of special circumstances, an extension may be obtained by notifying the participant that a decision on the claim will be delayed, what circumstances have caused the delay and when a decision can be expected. The Administrator will inform the participant of the delay within 90 days of the date the claim was submitted.

A participant may request in writing a review of a denied claim, and may review pertinent documents and submit issues and comments in writing to the Administrator. The Administrator shall provide in writing to the participant a decision upon such request for review of a denied claim, within sixty (60) days of receipt of the request. When special circumstances require an extension, the Administrator may obtain such extension by notifying the participant that the decision on the review of the denied claim will be delayed, why and when a decision can be expected.

Requests for information concerning the TIAA-CREF annuity contracts and their terms, conditions and interpretations thereof, claims thereunder, any requests for review of such claims, and service of legal process may be directed in writing to TIAA-CREF, 730 Third Avenue, New York, New York 10017. If a written request is denied, TIAA-CREF shall within a reasonable period of time provide a written denial to the participant. It will include the specific reasons for denial, the provisions of the TIAA-CREF annuity contracts on which the denial is based, and how to apply for a review of the denied claim. Where appropriate, it will also include a description of any material which is needed to complete or perfect a claim and why such

material is necessary. A participant may request in writing a review of a claim denied by TIAA-CREF and may review pertinent documents and submit issues and comments in writing to TIAA-CREF. TIAA-CREF shall provide in writing to the participant a decision upon such request for review of a denied claim within sixty (60) days of receipt of the request. If special circumstances require a delay on the initial decision on a claim or a review of a denied claim, TIAA-CREF will notify the participant within 90 days of the date the claim was initially submitted or within 60 days of the date a review was requested. The notice will explain the reasons for the delay and when a decision can be expected.

- XVI. Amendment. While it is expected that this plan will continue indefinitely, the Board of Trustees of the University reserves the right to modify or discontinue the plan at any time. The Board may also delegate any of its powers and duties with respect to the plan, or amendments, to one or more officers or other employees of the University. Any such delegation shall be set forth in writing.

Any discontinuance or modification of the plan can not adversely affect the benefits accrued by participants prior to the date of discontinuance or modification.

Mr. Ahlf was elected Chairman, Mr. Johnson was elected Chairman Elect, and Dr. Sneed was elected Secretary upon motion made by Dr. Johnson, seconded by Mr. Jones, and passed by unanimous vote.

Copies of the Financial Report for the Fiscal Year 1980-81 were distributed and interpreted by Mr. Bob McCormack, Controller.

Executive session for the purpose of considering personnel was declared upon motion made by Dr. Sneed, seconded by Dr. Johnson, and passed by unanimous vote.

The following appointments, resignations, and adjustments were approved upon motion made by Mr. Johnson and seconded by Dr. Sneed.

Appointments:

1. Charlotte Evans, Assistant Librarian, effective July 1, 1981 for a total salary of \$14,910 (12 months).
2. Carolyn Baker, Assistant Librarian, effective July 1, 1981, for a total salary of \$13,500 (12 months).
3. Cathryn Barling, Assistant Librarian, effective August 24, 1981 for a total salary of \$13,500 (12 months).
4. Robert Valentine, Sports Information Director, effective July 1, 1981 for a total salary of \$18,500 (12 months).
5. Holly M. Lawson, Counselor-Retention Coordinator, effective June 18, 1981 for a total salary of \$13,900 (12 months). To be on maternity leave without pay November and December.
6. Kathy Ellickson, Tutorial Coordinator, effective July 1, 1981 for a total salary of \$12,000 (12 months).
7. David Horton, Instructor of Physical Education, effective August 15, 1981 for a total salary of \$15,500 (9 months).
8. Susan R. Heling, Instructor of Occupational Therapy, effective August 15, 1981 for a total salary of \$16,000 (9 months).



9. E. Anne Melvin, Instructor of Physical Therapy, effective August 15, 1981 for a total salary of \$18,000 (12 months).
10. W. S. Carter, Program Administrator, CETA Aviation Technology Program, July 1, 1981 through September 30, 1981 @ \$1,791.67 per month.
11. Ronald Chidester, Instructor Supervisor, CETA Aviation Technology Program, July 1, 1981 through September 30, 1981 @ \$1,666.67 per month.
12. Donald Hutchins, Instructor I, Airframe, CETA Aviation Technology Program, July 1, 1981 through September 30, 1981 @ \$1,458.38 per month.
13. Kathy Kordsmeier, Counselor Supervisor, CETA Aviation Technology Program, July 1, 1981 through September 30, 1981 @ \$1,333.33 per month.
14. Thomas Paladino, Instructor II, Avionics, CETA Aviation Technology Program, July 1, 1981 through September 30, 1981 @ \$1,500 per month.
15. Patricia Hunnicutt, Assistant Professor of Vocational Education, effective July 1, 1981 through December 30, 1981 for a total salary of \$11,136.
16. Joel Hawkins, Instructor of Accounting, Fall Semester, for a total salary of \$2,700.
17. Daris Peyer, Instructor of Administrative Sciences, Administrative Services and Business Education, Fall Semester, for a total salary of \$2,200.
18. Frank Shaw, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$2,200.
19. Marilyn McIntosh, Instructor of Mathematics, Fall Semester, for a total salary of \$2,000.
20. Paula Bryant, Instructor of Mathematics, Fall Semester, for a total salary of \$2,000.
21. Martin Higley, Instructor of Counseling & Psychology, Fall Semester, for a total salary of \$1,800.
22. C. E. Clawson, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$1,100.
23. Jesse Thompson, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$1,100.
24. George Balogh, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$1,100.
25. Charmayne Cullom, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$1,200.
26. William C. Adkisson, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$1,100.
27. Ruth Ann Williams, Instructor of Administrative Sciences, Fall Semester, for a total salary of \$1,100.
28. Julia Hendrickson, Instructor of Mathematics, Fall Semester, for a total salary of \$1,000.
29. Betty Morse, Associate Professor & Chairperson, Department of Home Economics, effective August 15, 1981 for a total salary of \$33,500 (12 months).

30. Jan Garner, Instructor of Speech Pathology, effective August 15, 1981 for a total salary of \$11,827 (9 months).
31. Gloria Spencer, Instructor of English & Journalism and Director of Scroll, effective August 15, 1981 for a total salary of \$15,000 (9 months).
32. Ruby Burgess, Assistant Professor of Childhood Education, effective August 15, 1982 for a total salary of \$17,000 (9 months). This salary is to be negotiable.
33. Bobby Steelman, Assistant Professor of Childhood Education, effective August 15, 1981 for a total salary of \$17,000 (9 months). This is a terminal appointment.
34. Raylyn Fischer, Director of Residence Life, effective August 17, 1981 for a total salary of \$12,750 (12 months) plus apartment and utilities.
35. Charles Wesley Ford, Instructor of Biology, Fall Semester, for a total salary of \$2,200.
36. Karen Young, Instructor of Biology, Fall Semester, for a total salary of \$2,200.
37. Priscilla McArthur, Instructor of History, Fall Semester, for a total salary of \$2,000.
38. Arch Jones, Assistant Basketball Coach, effective August 15, 1981 through June 30, 1982 @ \$1,500 per month.
39. William Keinath, Professor of Geography with tenure, effective August 15, 1981 for a total salary of \$18,768 (9 months).
40. Silas D. Snow, President Emeritus.

Resignations:

1. Frances Owen, Assistant Professor of Nursing, effective May 15, 1981.
2. Kelley Erstine, Director of Constituent Relations, effective August 15, 1981.
3. Thea Spatz, Instructor of Health Education, effective May 15, 1981.
4. Bill Tyer, Assistant Basketball Coach, effective August 14, 1981.

Adjustments:

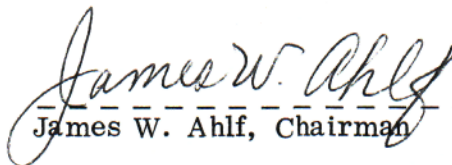
1. Charles Downs, Registrar, effective July 1, 1981 change annual salary from \$23,841 to \$24,000 (12 months).
2. Carol Powers, Assistant Librarian, effective July 1, 1981 increase monthly salary by \$200 until a Head Librarian is appointed.
3. Ken Stephens, Head Football Coach, effective July 1, 1981 through December 31, 1981 change monthly salary from \$1,948.75 to \$2,144.58 plus apartment and utilities.
4. Ronnie Williams, Assistant Dean of Students, effective July 1, 1981 change annual salary from \$16,750 to \$17,500 (12 months).

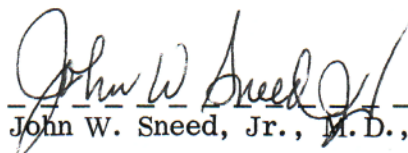
5. Kay Rogers, Assistant Professor of Distributive Education, effective August 1, 1981 change annual salary from \$25,900 to \$26,900 (12 months).
6. Betty Hubbard, Instructor of Health Education and Coordinator of The Drug Education Project, effective August 15, 1981 make 9-month gross salary \$15,000; previous salary was \$11,700 for 12 months.

Motion was made by Dr. Sneed, seconded by Dr. Johnson, and passed by unanimous vote that open session be declared.

In open meeting, appointments, resignations, and adjustments as recommended by President Farris in executive session were approved upon motion made by Mr. Johnson and seconded by Dr. Sneed.

There being no further business to come before the Board, the meeting was adjourned.

  
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James W. Ahlf, Chairman

  
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John W. Sneed, Jr., M.D., Secretary