

**UNIVERSITY OF
CENTRAL ARKANSAS**



**BOARD OF TRUSTEES
TELECONFERENCE AGENDA
11:00 A.M.
TUESDAY, JULY 22, 2014**

**1-855-332-4181 (call-in number)
4503173 (access code)**

If you need assistance during the conference call, please call 450-3116

**AGENDA FOR TELECONFERENCE MEETING OF BOARD OF TRUSTEES
OF
UNIVERSITY OF CENTRAL ARKANSAS
ON
TUESDAY, JULY 22, 2014
AT
11:00 A.M.**

**Ms. Kay Hinkle – Chair
Mr. Brad Lacy – Vice Chair
Ms. Shelia Vaught – Secretary
Mr. Bunny Adcock
Ms. Elizabeth Farris
Mr. Victor Green
Mr. Bobby Reynolds**

I. CALL TO ORDER

II. ROLL CALL

III. ACTION AGENDA

A. Contract Review Procedures – Board Policy No. 416

- 4 Hims, LLC
- Blackboard Inc.

B. Sexual Harassment and other Forms of Harassment - Board Policy No. 511

C. Property Acquisition – 315 Western Avenue, Conway, Arkansas

**D. Request for Authorization to Proceed with Eminent Domain Proceedings on
Property Located at 2302 Bruce Street, Conway, Arkansas**

IV. REPORT

- Planned Transfers

V. ADJOURNMENT

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III. ACTION AGENDA

A. Contract Review Procedures – Board Policy No. 416

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

The administration is seeking board approval for the following contracts:

- Agreement between the University of Central Arkansas and 4 Hims, LLC
- Agreement between the University of Central Arkansas and Blackboard Inc.

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

“BE IT RESOLVED: That the Board of Trustees authorizes the administration to enter into the contracts for the purposes set forth above.”

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

Contract with a term of more than one year and funds in excess of \$250,000

SUMMARY

1. Parties: 4 Hims, LLC (“Lessor”) and University of Central Arkansas (“Lessee”).
2. Purpose: Lease for office space at 2125 College Avenue. The university will use the space for the Purchasing Office. The Purchasing Office is currently located in McCastlain Hall, and the new location will provide improved space.
3. Term: The term of the proposed lease is seven years, from approximately August 1, 2014, until June 30, 2021.
4. University Funds to be paid: The university will pay \$3,100 a month for a total of \$37,200 per year.
5. Funds Received: None
6. Public Bid/Purchasing Approval: No bid or purchasing requirements involved.
7. Special Provisions/Terms/Conditions: Lease was drafted by and requires the approval of the Arkansas Building Authority. The university will have the right of first refusal in the event the owner decides to sell the property.
8. Approval/Notification to UCA Foundation: N/A.

Form prepared by: Warren Readnour, General Counsel

Date: July 3, 2014

UNIVERSITY OF CENTRAL ARKANSAS

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

Contract with a term of more than one year and funds in excess of \$250,000

SUMMARY

1. Parties: University of Central Arkansas and Blackboard Inc.
2. Purpose: Amend an existing contract with Blackboard regarding purchase and installation of a door access control system for the campus. The university has a master agreement with Blackboard to provide and install the equipment, but the university has the discretion on whether to initiate a particular project. The initial contract was for \$249,000 to install the door access control system in various housing buildings.

There are additional phases to the project. A chart is attached showing the subsequent phases.
3. Term: The term of the current agreement is for one year ending June 30, 2015, with the option to renew in one-year periods not to exceed a total of seven years.
4. University Funds to be paid: Up to \$2,000,000 if all phases of the project are completed.
5. Funds Received: None.
6. Public Bid/Purchasing Approval: A Request for Proposal for an access control system was advertised. Three proposals were received and opened on April 24, 2014. A selection committee chose Blackboard Inc.
7. Special Provisions/Terms/Conditions: The funds are to be paid for each job as funds are available and work is performed to install a door access control system. The university, however, is not obligated to pay any funds unless it initiates a project.
8. Approval/Notification to UCA Foundation: N/A.

Form prepared by: Warren Readnour, General Counsel

Date: July 3, 2014

Blackboard Door Access Project

PHASE 1	All residence halls
PHASE 2	4 Educational and General buildings
PHASE 3	All other Buildings with off line locks
PHASE 4	Convert the 10 Educational and General buildings that have Stanley Basis
PHASE 5	Take 13 out of the 26 remaining Educational and General buildings
PHASE 6	Take the remaining 13 Educational and General buildings

III. ACTION AGENDA

B. Sexual Harassment and other Forms of Harassment - Board Policy No. 511

Board Policy No. 511, contains information about the university's sexual harassment and other forms of harassment policy. There have been recent changes to various pieces of the regulatory framework that guides institutions on matters related to sexual misconduct. Title IX of the Education Amendments of 1972 ("Title IX"), Section 304 of the Violence Against Women Reauthorization Act of 2013 ("Campus Save Act") and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act ("Clery Act") are federal laws that require universities to take various measures to prevent sexual misconduct, including providing a written policy that addresses sexual misconduct, including, but not limited to sexual harassment, dating violence, domestic violence, sexual assault, stalking.

Title IX prohibits discrimination based on sex in education programs and activities that receive federal financial assistance. Title IX mandates that if a college or university knows, or reasonably should know about sexual misconduct, it must eliminate the harassment, prevent its recurrence, and remedy its effects. In recent months, the U.S. Department of Education has taken an aggressive stance on our institutional obligations under Title IX, reiterating the mandate to adopt and widely publish a notice of nondiscrimination policy; identifying a campus Title IX Coordinator; training constituencies, including faculty, staff and students on Title IX and related sexual misconduct issues; and implementing grievance procedures that are prompt and equitable in the disposition of complaints of sexual misconduct. In April 2014, the White House Task Force to Protect Students from Sexual Assault issued a report which was specifically geared toward strengthening federal enforcement efforts and providing schools with additional tools to help combat sexual assault on their campuses.

The **Campus Save Act**, more formally known as Section 304 of the Violence Against Women Reauthorization Act of 2013, mandates that colleges or institutions take steps to prevent dating violence, domestic violence, sexual assault, and stalking. The university is required to have preventative and awareness programming which focuses on awareness, bystander intervention, primary prevention, and risk reduction. It is also required to include, amongst other things, policy statements concerning mandatory reporting, confidentiality, and prohibition of retaliation within our grievance procedures.

The **Clery Act** requires institutions of higher education receiving federal financial aid to report specific crime statistics on campus and provide safety and crime information to members of the campus community. Because of the recent changes, sexual misconduct violations including dating violence, domestic violence, sexual assault, and stalking must now be reported in the university's Annual Security Report.

Due to the recent regulatory guidance and amendments to the aforementioned laws, Board Policy No. 511 is revised and now titled Sexual Misconduct to encompass a broader range of gender-based violence offenses. These revisions will ensure the university remains in compliance and continues to be proactive in taking a comprehensive approach to investigating, stopping, preventing, and remedying the effects of sexual misconduct on our

campus.

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

“BE IT RESOLVED: That the attached Board Policy No. 511, Sexual Harassment and Other Forms of Harassment, is hereby revised and adopted and the administration is authorized and directed to incorporate the provisions of the foregoing policy in university publications, materials and handbooks, as well as take any and all other steps necessary to implement the foregoing policy.”

UNIVERSITY OF CENTRAL ARKANSAS

BOARD POLICY

Policy

Number: 511

Subject: Sexual Harassment and other Forms of Harassment Misconduct

Date Adopted: 08/89 Revised: 12/12; 7/14

~~Sexual harassment by any faculty member, staff member, or student is a violation of both law and university policy and will not be tolerated at the University of Central Arkansas. Sexual harassment of employees is prohibited under Section 703 of Title VII of the Civil Rights Act of 1964 and sexual harassment of students may constitute discrimination under Title IX of the Education Amendments of 1972.~~

~~The university considers sexual harassment a very serious issue and shall subject the offender to dismissal or other sanctions following the university's investigation and substantiation of the complaint and compliance with due process requirements.~~

~~—NOTE: Other forms of harassment based upon race, religion, national origin, sex, or age may have the same impact as sexual harassment. In the absence of other policies addressing these specific issues, the university encourages the use of the steps and procedures in this policy in reporting other types of harassment and will generally conduct investigations of those complaints in the same manner.~~

~~Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:~~

- ~~• submission to such conduct is either explicitly or implicitly made a condition of an individual's employment with the university or a factor in the educational program of a student;~~
- ~~• submission to or rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting such individual; and/or~~
- ~~• such conduct has the purpose or effect of unreasonably interfering with an individual's right to achieve an educational objective or to work in an environment free of intimidation, hostility or threats stemming from acts or language of a sexual nature.~~

~~Although sexual harassment most frequently occurs when there is an authority differential between the persons involved (e.g. faculty member and student, supervisor and staff member), it may also occur between persons of the same status (e.g. faculty and faculty, student and student, staff and staff). Both men and women may be victims of sexual harassment and sexual harassment may occur between individuals of the same gender.~~

Because of the unique situations that exist among students, faculty, supervisors, and staff, relationships in the workplace and on campus should at all times remain professional. In particular, due to the professional power differential between faculty and students, faculty is encouraged to remain professional in all relationships with students.

Sexual harassment may create a hostile, abusive, demeaning, offensive or intimidating environment. It may be manifested by verbal and/or physical actions, including gestures and other symbolic conduct. Sexual harassment is not always obvious and overt; it can also be subtle and covert. A person who consents to sexual advances may nevertheless be a victim of sexual harassment if those sexual advances were unwelcome. Previously welcomed advances may become unwelcome. Examples of sexual harassment may include, but are not limited to, the following:

- non-sexual slurs about one's gender;
- contrived work or study assignments and assigning more onerous or unpleasant tasks predominately to employees or students of one gender;
- repeated unwanted touching, patting or pinching;
- repeated inappropriate social invitations or requests for sexual favors;
- repeated unwanted discussions of sexual matters;
- use of sexual jokes, stories, analogies or images which are not related to the subject of the class or work situation;
- touching, fondling or deliberate brushing against another person;
- ogling, leering or prolonged stares at another's body;
- display or use of sexual graffiti or sexually explicit pictures or objects; and
- sexually suggestive jokes, comments, e-mails, or other written or oral communications.

Individuals who are aware of or have experienced an incident of sexual harassment should promptly report the matter to one of the university officials designated to receive these complaints. No person shall be subject to restraints, interference or reprisal for action taken in good faith to report or to seek advice in matters of sexual harassment.

In the course of a complaint investigation, the university will attempt to maintain confidentiality for all parties involved. However, there can be no guarantee of confidentiality and anonymity based upon the course and scope of the complaint investigation.

A grievant whose complaint is found to be both false and to have been made with malicious

intent will be subject to disciplinary action which may include, but is not limited to, demotion, transfer, suspension, expulsion or termination of employment.

~~PROCEDURES FOR SEXUAL HARASSMENT CLAIMS~~

Employees or students of the university who believe they have been subjected to sexual harassment are encouraged to use the following procedures to resolve their complaint.

The university will make every effort to adhere to the prescribed time frames of the informal and formal resolution processes. However, in the event that individuals involved are unavailable or of other unanticipated occurrences, the affirmative action officer, with the concurrence of the president, may adjust the time frames. Any changes will be immediately communicated to the complainant and respondent by the affirmative action officer, and where possible, their needs will be accommodated.

~~INFORMAL INVESTIGATION AND RESOLUTION~~

- ~~1. Individuals who believe they have been subjected to sexual harassment (complainant) should report the incident promptly to their immediate supervisor, academic dean, departmental supervisor higher up in the chain of command, or directly to the affirmative action officer, legal counsel or assistant vice president for human resources.~~

~~**The person to whom the complaint is made shall immediately contact the affirmative action officer, legal counsel or assistant vice president for human resources.** One or more of these administrators will determine the course of the informal investigation and resolution. The department involved and/or the supervisor to whom the complaint was made may be asked to assist in the informal investigation.~~

- ~~2. If, following investigation, an informal resolution of the matter which is satisfactory to the complainant, the person against whom the complaint is made (respondent) and the university (represented by the affirmative action officer, the legal counsel or assistant vice president for human resources) is reached, it shall be considered closed and all parties involved shall be so advised in writing by the affirmative action officer, legal counsel or assistant vice president for human resources. If a satisfactory resolution has not been reached within 10 working days from the date of the complaint, the complainant, respondent, or university may initiate formal complaint/investigation procedures.~~

~~FORMAL INVESTIGATION AND RESOLUTION~~

- ~~1. If the sexual harassment complaint has not been resolved through informal procedures and the complainant, respondent, or university wishes to pursue the matter further, the party wishing to pursue the matter must file a written complaint. The written complaint must be filed with the affirmative action officer, legal counsel or assistant vice president for human resources within 20 working days of the termination of the informal~~

procedures. The complainant and respondent shall be entitled to have, at the individual's own expense, an advisor, who may or may not be an attorney, to assist in preparing the formal complaint.

2. ~~The affirmative action officer will notify the parties involved of the sexual harassment complaint, provide copies of the complaint and advise the parties of the procedures for a formal investigation and hearing within three working days of receipt of the formal written complaint. The respondent will then be given five working days to respond in writing to the complaint.~~
3. ~~Within 10 working days of receipt of the formal written complaint the affirmative action officer shall refer the complaint and the respondent's response, if any, to the Sexual Harassment Complaint Committee.~~
4. ~~Within five working days of the committee's receipt of the complaint, the committee will meet separately with the complainant and the respondent. The purpose of these preliminary meetings is to inform the committee about the case, to insure the complainant and respondent are fully aware of their procedural rights, and to decide upon the nature of the investigation. Throughout the proceedings the respondent and complainant shall have the right to be accompanied by an advisor, who may or may not be an attorney. Attorneys will not be provided at university expense. The legal counsel may be present but shall act only in an advisory capacity to the committee.~~
5. ~~Within five working days of the conclusion of the committee's preliminary meetings with the complainant and respondent the Sexual Harassment Complaint Committee will hold a formal meeting on the matter. Strict judicial rules of evidence shall not be applied. The committee members may receive any evidence they consider to be relevant.~~
6. ~~The respondent and complainant, and their advisors, shall have the right to be present at any time testimony is presented and to be provided copies of all evidence considered by the committee. Neither the respondent nor complainant shall have the right to cross-examine witnesses. Advisors shall not have the right to address or question committee members or witnesses.~~
7. ~~A written record of the minutes of the proceedings and recommendations of the committee shall be presented to the president within five working days of the committee's final meeting.~~
8. ~~A copy of the minutes and recommendations of the committee shall be presented to both the complainant and the respondent at the time they are forwarded to the president.~~
9. ~~Within 10 working days of receipt of the committee's recommendation, the president shall make a final decision concerning what action, if any, to take including disciplinary action after considering the recommendation of the committee, and will notify the complainant and respondent.~~

~~Sexual Harassment Complaint Committee:~~

- ~~1. Charge: To serve as the formal committee conducting investigations and making recommendations according to the guidelines of the University of Central Arkansas's sexual harassment policy.~~
- ~~2. Procedure: The operating procedures of the committee will be consistent with the formal investigation and resolution process as described in the policy.~~
- ~~3. Membership: The affirmative action officer, who will serve as the non-voting chair, the director of the counseling center as a voting member and six voting members, randomly drawn from appropriate categories from a 24 person membership pool.~~

~~The Faculty Senate, the Staff Senate and the Student Government Association will each select eight members (four male and four female) for the membership pool. A new pool will be established each September and new members will be selected throughout the year as necessary to replace members who separate from the university or who are otherwise unable to serve.~~

~~Upon receipt of a written complaint, the chair will arrange for the complainant and the respondent to draw members for the committee from the corresponding pools. The complainant will first draw one member, next the respondent will draw one member and the chair will draw two members from each appropriate category.~~

~~For example, if the complainant is a student and the respondent is a tenure-track faculty member, the complainant will draw one member from the student pool, the respondent will draw one member from the faculty pool and the chair will draw two members from the student pool and two members from the faculty pool. If the complainant and respondent are both staff members, each will draw one member from the staff pool and the chair will draw four members from the staff pool.~~

- ~~4. Meetings: On call.~~
- ~~5. Reporting: To the president.~~

POLICY STATEMENT

Sexual misconduct, including, but not limited to sexual harassment, sexual assault, dating violence, domestic violence, and stalking, by any faculty member, staff member, or student is a violation of both law and university policy and will not be tolerated at the University of Central Arkansas. Further, the University of Central Arkansas is committed to providing ongoing sexual misconduct primary prevention, awareness, and risk reduction programs and training for the entire UCA community. Sexual misconduct of employees is prohibited under Section 703 of Title VII of the Civil Rights Act of 1964 and sexual harassment of students may constitute discrimination under Title IX of the Education Amendments of 1972. This policy seeks to comply with requirements mandated by the Violence Against Women Reauthorization Act of 2013.

The university considers sexual harassment a very serious issue and shall subject the offender to dismissal or other sanctions following the university's investigation and substantiation of the complaint and compliance with due process requirements.

DEFINITION OF SEXUAL MISCONDUCT

Sexual misconduct is any unwelcome conduct of a sexual nature, including any conduct or act of a sexual nature perpetrated against an individual without consent. Sexual Misconduct can be committed by men or by women and it can occur between people of the same or different sex. Sexual misconduct includes but is not limited to:

- dating violence;
- domestic violence;
- sexual assault (non-consensual sexual contact and non-consensual sexual intercourse);
- sexual harassment; and
- stalking.

DEFINITION OF DATING VIOLENCE

Dating violence is defined as physical harm, bodily injury, assault, or the infliction of fear of imminent physical harm, bodily injury, or assault between two individuals who are in a romantic or intimate social relationship. A romantic or intimate social relationship between two individuals is determined by examining the following factors: (i) the length of the relationship; (ii) the type of the relationship; and (iii) the frequency of interaction between the two individuals involved in the relationship. "Dating" does not include a causal relationship or ordinary fraternization between two individuals in a business or social context.

DEFINITION OF DOMESTIC VIOLENCE

Domestic violence is a felony or misdemeanor crime of violence committed by any of the following individuals:

- a current or former spouse or intimate partner of the victim; *or*
- a person with whom the victim shares a child in common; *or*
- a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner; *or*
- a person similarly situated to a spouse of the victim under the domestic or family laws of the jurisdiction in which the crime of the violence occurred; *or*

- any other person against an adult or youth who is protected under the domestic or family violence laws of the jurisdiction in which the crime of violence has occurred.

DEFINITION OF SEXUAL ASSAULT: NON-CONSENSUAL SEXUAL CONTACT

Non-consensual sexual contact is defined as any sexual touching, with any object, by a man or a woman upon another person without consent or making any person touch you or them in a sexual manner.

DEFINITION OF SEXUAL ASSAULT: NON-CONSENSUAL SEXUAL INTERCOURSE

Non-consensual sexual intercourse is defined as any sexual intercourse (anal, oral or vaginal), with any object, by a man or woman upon another person without consent.

DEFINITION OF SEXUAL HARASSMENT

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature when:

- submission to such conduct is either explicitly or implicitly made a condition of an individual's employment with the university or a factor in the educational program of a student;
- submission to or rejection of such conduct by an individual is used as the basis for an employment or academic decision affecting such individual; and/or
- such conduct has the purpose or effect of unreasonably interfering with an individual's right to achieve an educational objective or to work in an environment free of intimidation, hostility or threats stemming from acts or language of a sexual nature.

EXAMPLES OF SEXUAL HARASSMENT

Sexual harassment may create a hostile, abusive, demeaning, offensive or intimidating environment. It may be manifested by verbal and/or physical actions, including gestures and other symbolic conduct. Sexual harassment is not always obvious and overt; it can also be subtle and covert. A person who consents to sexual advances may nevertheless be a victim of sexual harassment if those sexual advances were unwelcome. Previously welcomed advances may become unwelcome. Examples of sexual harassment may include, but are not limited to, the following:

- non-sexual slurs about one's gender;
- contrived work or study assignments and assigning more onerous or unpleasant tasks predominately to employees or students of one gender;
- repeated unwanted touching, patting or pinching;
- repeated inappropriate social invitations or requests for sexual favors;

- repeated unwanted discussions of sexual matters;
- use of sexual jokes, stories, analogies or images which are not related to the subject of the class or work situation;
- touching, fondling or deliberate brushing against another person;
- ogling, leering or prolonged stares at another's body;
- display or use of sexual graffiti or sexually-explicit pictures or objects; and
- sexually-suggestive jokes, comments, e-mails, or other written or oral communications.

Although sexual harassment most frequently occurs when there is an authority differential between the persons involved (e.g. faculty member and student, supervisor and staff member), it may also occur between persons of the same status (e.g. faculty and faculty, student and student, staff and staff). Both men and women may be victims of sexual harassment and sexual harassment may occur between individuals of the same gender.

NOTE: Other forms of harassment based upon race, religion, national origin, sex or age may have the same impact as sexual harassment. In the absence of other policies addressing these specific issues, the university encourages the use of the steps and procedures in this policy in reporting other types of harassment and will generally conduct investigations of those complaints in the same manner.

DEFINITION OF STALKING

Stalking is defined as engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress. A "course of conduct" is two or more acts, including, but not limited to:

- acts in which the "stalker" directly, indirectly, or through third parties by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about, a person, or interferes with a person's property.

"Substantial emotional distress" is significant mental suffering or anguish that may, but does not necessarily require, medical or other professional treatment or counseling. A "reasonable person" is one under similar circumstances and with similar identities to the victim.

CONSENSUAL RELATIONSHIPS

Because of the unique situations that exist among students, faculty, supervisors, and staff, relationships in the workplace and on campus should at all times remain professional. In particular, due to the professional power differential between faculty and students, faculty is encouraged to remain professional in all relationships with students. Refer to Board Policy No. 515 for further information on consensual relationships.

MANDATORY REPORTING UNDER TITLE IX

The University of Central Arkansas has designated all employees, both faculty and professional staff, as mandatory reporters. When an employee becomes aware of an alleged act of sexual misconduct, the employee must promptly contact the Title IX coordinator, a Deputy Title IX coordinator, general counsel or assistant vice president for human resources. The employee should use the Sexual Misconduct Complaint Form, which may be found on the university website. Alternatively, the employee may call the Title IX coordinator and then follow-up by completing the form.

When an employee thinks that a student may be about to report an act of misconduct, the employee should, if at all possible, tell the student that the employee cannot maintain complete confidentiality and, is required to report the act and may be required to reveal the names of the parties involved. If the student wishes to proceed, the employee should inform the student of the implications of sharing the names of the parties involved, which puts UCA on notice.

Rather than speaking to the student about confidential information, the employee should offer to refer or accompany the student to Counseling Services during the hours that those offices are open: Monday-Friday, 8 a.m. to 5:30 p.m.

The Title IX coordinator and any deputy Title IX coordinator are also available to provide guidance on how to handle a situation to faculty and professional staff at any time. Individuals who are aware of or have experienced an incident of misconduct should promptly report the matter to the Title IX coordinator, a deputy Title IX coordinator, general counsel or assistant vice president for human resources. Sexual misconduct should be reported within 180 days of its occurrence. However, complaints reported after 180 days will still be investigated.

CONFIDENTIALITY

In the course of a complaint investigation, the university will attempt to maintain confidentiality for all parties involved. All parties to the complaint will be asked to assist in treating the complaint confidentially. However, there can be no guarantee of confidentiality and anonymity based upon the course and scope of the complaint investigation and the institution may share information where necessary to provide accommodations or protective measures.

PROTECTIVE MEASURES

There are a range of protective measures the institution may offer following an allegation of sexual misconduct including:

- issuing “no contact” orders;
- summarily suspending the respondent from campus housing on an interim basis;
- restricting the respondent’s movement on campus; and/or
- reassigning or placing the respondent on administrative leave.

FILING OF FALSE REPORTS

A grievant whose complaint is found to be both false and to have been made with malicious

intent will be subject to disciplinary action which may include, but is not limited to, demotion, transfer, suspension, expulsion or termination of employment.

PROHIBITION ON RETALIATION

Retaliation against any person in the UCA community for filing, supporting, providing information, or for cooperating in a sexual misconduct investigation in good faith, in connection with a complaint of sexual misconduct is strictly prohibited. Examples of retaliation may include, but are not limited to, adverse employment actions such as termination, refusal to hire, and denial of promotion. Additionally, retaliation in the form of harassment, intimidation, threats, or coercion, or in the form of any materially adverse harm that would dissuade a reasonable student or employee from filing a harassment complaint or participating in a harassment investigation is strictly prohibited. Any person who feels s/he has been subjected to retaliation should make a report to the Title IX coordinator.

PROCEDURES FOR SEXUAL MISCONDUCT CLAIMS

Employees or students of the university who believe they have been subjected to sexual harassment are encouraged to use the following procedures to resolve their complaint.

The university will make every effort to adhere to the prescribed time frames of the informal and formal resolution processes. However, in the event that individuals involved are unavailable or of other unanticipated occurrences, the Title IX coordinator, with the concurrence of the president, may adjust the time frames. Any changes will be immediately communicated to the complainant and respondent by the Title IX coordinator, and where possible, their needs will be accommodated.

INFORMAL INVESTIGATION AND RESOLUTION

1. Individuals who believe they have been subjected to sexual misconduct (complainant) should report the incident promptly to their immediate supervisor, academic dean, departmental supervisor higher up in the chain of command, or directly to the Title IX coordinator, a deputy Title IX coordinator, general counsel or assistant vice president for human resources.

The person to whom the complaint is made shall immediately contact the Title IX coordinator. The Title IX coordinator will utilize the University Sexual Misconduct Grievance Procedures, which may be found on the university website, in conducting the informal investigation and resolution. The department involved and/or the supervisor to whom the complaint was made may be asked to assist in the informal investigation.

2. The alleged victim may elect to resolve his or her complaint through the informal resolution process outlined in the University Sexual Misconduct Grievance Procedures provided that (i) the respondent agrees to such resolution, (ii) the alleged victim and the respondent are both students or are both employees of the university, (iii) the Title IX Coordinator determines that informal resolution is an appropriate mechanism for resolving the complaint, and (iv) the complaint does not involve sexual assault.
3. If, following investigation, an informal resolution of the matter that is satisfactory to the complainant, the person against whom the complaint is made (respondent) and the university

(represented by the Title IX coordinator) is reached, it shall be considered closed and all parties involved shall be so advised in writing by the Title IX coordinator. If a satisfactory resolution has not been reached within 10 working days from the date of the complaint, the complainant, respondent, or university may initiate formal complaint/investigation procedures.

FORMAL INVESTIGATION AND RESOLUTION

If the sexual misconduct complaint has not been resolved through informal procedures and the complainant, respondent, or university wishes to pursue the matter further, the party wishing to pursue the matter must file a written complaint. The written complaint must be filed with the Title IX coordinator within three working days of the termination of the informal procedures. The Title IX coordinator will utilize the University Sexual Misconduct Grievance Procedures in conducting the formal investigation, which may be routinely modified to remain in compliance with the current status of the law. Proceedings will be conducted by officials who receive training on various aspects of sexual misconduct including, but not limited to, sexual harassment, sexual assault, dating violence, domestic violence, and stalking.

III. ACTION AGENDA

C. Property Acquisition – 315 Western Avenue, Conway, Arkansas

The Greenbrier Missionary Baptist Association owns the property located at 315 Western Avenue which is commonly known as the Perspective Baptist Ministry Building. The university contacted the association in order to purchase the property for the expansion of the Lewis Science Center. Acquisition of this property and the adjacent property owned by the Wesley Foundation Campus Ministry will allow the new edition to the Lewis Science Center to be located on Bruce Street.

The property was appraised for \$310,000 as of May 16, 2014. A copy of the appraisal was previously provided to board members. The university has signed an offer and acceptance with the sellers for \$310,000. A copy of the signed agreement is attached. In addition, a copy of a June 4, 2014, letter from President Courtway discussing additional terms is attached. The additional terms include a 99-year lease for land on College Avenue for one dollar per year. The closing of the proposed acquisition is conditioned upon the approval of the Board of Trustees.

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

“BE IT RESOLVED: That the Board of Trustees approves the transaction described above with the Greenbrier Missionary Baptist Association for the sale and purchase of a building with a street address of 315 Western Avenue, Conway, Arkansas, for the sum of \$310,000 and a 99-year lease for land on College Avenue, and the president and such other officials of the University of Central Arkansas, as the president may from time-to-time designate, are hereby authorized and directed to enter into and execute such other documents, agreements and instruments as are necessary and required to consummate the foregoing purchase.”



May 27, 2014
Hand Delivered

Greenbrier Missionary Baptist Association
("Perspective Baptist Ministry Building")
315 Western Avenue
Conway, AR 72034

RE: OFFER & ACCEPTANCE – 315 Western Avenue, Conway, AR 72034

Dear Greenbrier Missionary Baptist Association:

Subject to the satisfaction of all of the provisions and conditions set forth herein, the Board of Trustees of the University of Central Arkansas ("Buyer") offers to purchase from the Greenbrier Missionary Baptist Association ("Sellers") the property described below for the sum of Three Hundred Ten Thousand Dollars (\$310,000), plus the Buyer's share of the closing costs.

The property subject to this offer and acceptance is a building and lot located at 315 Western Avenue, Conway, Arkansas, 72034, and is more particularly described as follows:

Lots 7 and 8, Block 6, Littles Addition to the City of Conway, Arkansas, as shown on plat of records in Plat Book A, Page 148, Records of Faulkner County, Arkansas and also the East half of a 16 foot alley.

The foregoing legal description shall be referred to as the "Property." If a survey shall establish a different legal description, the parties agree to modify the legal description to conform to the survey, the intent of the parties being that the entire parcel owned by the Sellers is to be conveyed at closing.

The terms and conditions of this offer to purchase are as follows:

1. The closing date will occur at a mutually acceptable date to be agreed upon by both parties, but shall occur not later than June 30, 2014;
2. Buyer shall be entitled to possession of the Property at closing;
3. A policy of title insurance satisfactory to Buyer, insuring unencumbered fee simple title

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May 27, 2014
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to the Property in Buyer as of closing shall be procured and paid for by Sellers;

4. Sellers shall deliver at closing (a) a warranty deed in standard form conveying fee simple absolute title to the Property (and any mineral interests owned by Seller), free from all liens, claims or encumbrances of any kind with the grantee being "The Board of Trustees of the University of Central Arkansas" and (b) an assignment of any leases and all rents from the Property, if any;

5. Any and all taxes or assessments on the Property for the current year will be prorated at closing. Sellers shall be responsible for all real property taxes for previous years;

6. Buyer and Sellers will share the cost of closing fees and document preparation. No revenue stamps shall be required due to an exemption under Arkansas law for conveyances by or to a state agency (Buyer);

7. If any personal property shall be stored or situated on the Property, the same shall be removed prior to closing;

8. Sellers represent and warrant to Buyer that Sellers are the sole owner of the Property, and no other person or entity has any form of ownership interest in, or right to use or occupy the Property, and further, that Sellers are in sole and exclusive possession of the Property, except for leases, copies of which have been delivered to representatives of Buyer;

9. Sellers represent and warrant to Buyer that all liens against the Property and all money owed on the Property, if any, are the responsibility of Sellers, and if existing will be satisfied and paid in full at, or prior to, closing;

10. Sellers represent and warrant to Buyer that there are no unrecorded rights-of-way for roadway, utilities or other matters affecting the Property;

11. Sellers represent and warrant to Buyer that there is no loss arising from oil, gas, or other minerals conveyed, retained, or assigned, or from any other activity concerning sub-surface rights or ownership of the subject property, including but not limited to the right of egress or ingress for said sub-surface purposes;

12. Sellers represent and warrant to Buyer that there are no proceedings, either pending or threatened, which, if decided adversely to Sellers, would constitute a lien on the Property; nor are there any money judgments entered by a court against Sellers that constitute a lien on the Property.

13. Sellers represent and warrant to Buyer that there are no unrecorded contracts of sale,

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options to purchase, or any other kind of agreement with any person or entity, affecting the Property;

14. Sellers shall be responsible for all risk of loss to the Property and improvements thereon (if any) prior to closing;

15. If Buyer desires to have a survey of the Property performed prior to closing, Sellers agree to cooperate in having the survey performed. Any survey shall be at the expense of Buyer;

16. Sellers represent and warrant that to the best of Sellers' knowledge, no hazardous wastes or materials of any kind have been generated, produced or stored upon the Property, and that to the best of Sellers' knowledge, no such hazardous wastes exist today on the Property; and

17. Sellers shall complete and deliver, prior to closing, the attached "Disclosure Form" which will become part of the Offer and Acceptance document. Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of the contract. Any contractors, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Buyer.

18. Buyer's obligations under this agreement are expressly conditioned upon the prior approval of the Board of Trustees of the University of Central Arkansas. This agreement and Buyer's obligations hereunder shall not be a valid and binding legal obligation of Buyer until approved by resolution duly adopted by the Board of Trustees of the University of Central Arkansas.

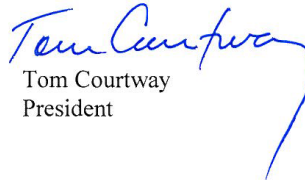
19. Buyer will lease and let unto Seller unimproved real property located on College Avenue. The property, consisting of approximately 0.5 acres, is the south half of a lot located east of College Square Retirement Center and north of the baseball field. Seller shall be granted a 99 year lease at the rate of \$1 per year, subject to signing of a lease agreement prepared by Arkansas Building Authority. The property must be used for construction of a building by the Seller, subject to University approval, that will be used for ministering to University students in a similar manner to the current use of the property at 315 Western Avenue. Seller shall not lease, sublease or sell or permit the use of any portion of the property.

There are two originals enclosed. If the terms are agreeable to you, please sign both of them, retain one for your files and please deliver the other original to Warren Readnour, General Counsel, University of Central Arkansas, Wingo Hall 207, 201 Donaghey Avenue, Conway, AR 72035. If you have any questions, you may call Mr. Readnour at 501-450-5007.

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This offer shall terminate and be of no effect unless it is signed by Sellers, and delivered to Warren Readnour, General Counsel, by 4:30 P.M. Central Time on Friday, June 6, 2014.

Sincerely,


Tom Courtway
President

ACCEPTANCE BY SELLERS

The offer set forth above and all terms and conditions are hereby accepted on this 7th day of June, 2014, at 11:00 (A.M.) or P.M.).

Greenbrier Missionary Baptist Association

By: Ed Stephenson - Moderator

By: Daniel Williams - Clerk



June 4, 2014

Dr. Jason Aultman
150 Amity Road
Conway, AR 72032

RE: University of Central Arkansas – Lewis Science Center Project

Dear Dr. Aultman:

Several questions have been raised in regard to the recent discussions we've had with your organization (as well as Wesley Foundation Campus Ministry) regarding the acquisition of the Perspective Baptist Ministry Building and property on Western Avenue. In this letter, we will set forth our answers to some questions/comments in the hope that this will facilitate another discussion as soon as possible.

1. Survey. We are in the process of having the property on College Avenue surveyed. We will have this in the near future and will provide copies to your organization as well as Wesley Foundation. Once this survey is performed and the legal descriptions obtained, we will then determine which parcel will be suitable for your organization, and which one will be suitable for Wesley Foundation (if either or both of you decide to remain on our campus).
2. Parking. While the structure you build should have parking, we have no problem providing not more than three reserved parking spaces in the UCA lot immediately west of the lot. These would be reserved 24/7 for your director and others, but also please note that to the extent any others are our students they could already utilize such lot.
3. Ground Lease Provisions. As we have discussed and as contained in the written offer we've made, we would propose a ninety-nine year ground lease for nominal rent. As with other leases we've entered into, in the event you vacate the premises, or the lease expires, then we would have the option to purchase the improvements for their then fair market value, as determined by appraisals. You would be permitted to have appropriate signage on the property, and with regard to the design, we would have a three person committee approve your plans simply to make sure that the exterior design has some conformity to UCA. In the past, this has not been a problem.
4. Temporary Space Conditions. We have at least two possibilities for temporary space. One would be a house we own with a street address of 2331 College Avenue. Another is

a house at 218 Donaghey Avenue (between South Boulevard and Bruce Street) although it is occupied at this time. We will let you know if another one becomes available.

5. With regard to such temporary space, we would propose the following conditions:
 - (a) No rent would be required;
 - (b) The time of the temporary space would be two years from the date we close on the purchase and sale of your existing property, although with both parties written consent an additional year could be added;
 - (c) Your organization will be responsible for payment of all utilities; and
 - (d) Your organization will be responsible for maintaining the interior, exterior, and all routine maintenance of the structure. Maintenance of the exterior will include mowing at least once per week during the spring and summer months. We will be responsible for heating, air conditioning, plumbing, electrical, roof, structural walls, and other similar matters.
6. Possession of Existing Property. If we reach agreement on the purchase price and the other provisions of the transaction, we would permit your organization to remain in your existing facility until the close of business on Tuesday, September 30, 2014. As part of such possession, however, your organization would be required to indemnify and hold UCA harmless from and after the closing until the date we take possession.

This should cover the various matters that have been raised in our conversations with you and the Wesley Foundation as well as the question of possession of the property. As with the matters set forth in the written offer to you, all of these provisions are subject to approval of the UCA Board of Trustees. We will be happy to meet with you and your working group at your convenience, and we look forward to a successful and prompt resolution of these issues. Please let me know if you have any additional questions.

Sincerely,


Tom Courtway
President

TC:ct

cc: UCA Board of Trustees
Diane Newton
Warren Readnour ✓
T. J. Johnston

III. ACTION AGENDA

D. Request for Authorization to Proceed with Eminent Domain Proceedings on Property Located at 2302 Bruce Street, Conway, Arkansas

The administration is seeking authority from the Board of Trustees to proceed with eminent domain proceedings in order to acquire the property at 2302 Bruce Street for the expansion of the Lewis Science Center. The university, acting through the Board of Trustees, has the authority to exercise eminent domain (condemnation) pursuant to the provisions of Ark. Code Ann. § 6-62-201.

The property is owned by Wesley Foundation ASTC (commonly known as The Wesley Foundation Campus Ministry) and the property is referred to as the “Wesley Foundation Property”. The Wesley Foundation Property is a tract of land situated on Bruce Street east of the Lewis Science Center and consists of a 3,613 square-foot building on approximately .58 acres. The legal description is as follows:

Lots 9 and 10, Block 6, Littles Addition to the City of Conway, Arkansas, as shown on plat of records in Plat Book A, Page 148, Records of Faulkner County, Arkansas and also the East half of a 16 foot alley.

During the past decade, informal discussions have been held from time to time with the owners of the property; however, the university has never made a formal offer on the property. After the Board of Trustees approved expansion of the Lewis Science Center, the administration contacted both the Wesley Foundation Campus Ministry and the Greenbrier Missionary Baptist Association, which owns the adjacent building commonly known as the Perspective Baptist Ministry Building. Acquisition of both buildings is necessary for the expansion of the Lewis Science Center.

The Wesley Foundation Property appraised in May 2014 for \$460,000. On May 27, 2014, the Wesley Foundation Campus Ministry was offered a sum of \$460,000 as well as a temporary location and the option to lease other university property. In a letter dated May 30, 2014, the Wesley Foundation requested additional information regarding the temporary facilities and proposed lease. The administration subsequently provided additional details in a letter dated June 4, 2014. The Wesley Foundation declined the university’s offer in a letter dated June 27, 2014, and made a counter offer that in part requested \$595,000 for the property. In a letter dated July 2, 2014, the president identified the address of the temporary location and the tract of land available for a 99-year lease for one dollar per year, but declined to pay more than the appraised value. In a letter dated July 8, 2014, the Wesley Foundation again declined the university’s offer, and made a counter offer in the amount of \$575,000.

The administration is requesting authority from the Board of Trustees to proceed with a condemnation action in order to acquire the Wesley Foundation Property. The public purpose is for the expansion of the Lewis Science Center.

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

RESOLUTION

**AUTHORIZING CONDEMNATION PROCEEDINGS
UNDER
ARK. CODE ANN. §6-62-201**

WHEREAS, the Board of Trustees of the University of Central Arkansas has reviewed and discussed the acquisition of 2302 Bruce Street in the City of Conway, Arkansas, which is more particularly described as follows:

Lots 9 and 10, Block 6, Littles Addition to the City of Conway, Arkansas, as shown on plat of records in Plat Book A, Page 148, Records of Faulkner County, Arkansas and also the East half of a 16 foot alley.

WHEREAS, the property is owned by Wesley Foundation ASTC (commonly known as The Wesley Foundation Campus Ministry) and referred to herein as the “Wesley Foundation Property”; and

WHEREAS, the Board of Trustees has determined that the administration of the university has exercised every reasonable effort to obtain the Wesley Foundation Property at a reasonable price through negotiation, and such negotiations have not been successful; and

WHEREAS, the administration had the Wesley Foundation Property consisting of one building and approximately .58 acres appraised in May 2014 for \$460,000 and has offered the owner the sum of \$460,000 as well as a temporary location and the option to lease other university property, which has been declined; and

WHEREAS, the Board of Trustees has determined that the acquisition of the Wesley Foundation Property is necessary for the use and benefit of the University of Central Arkansas for the expansion of the Lewis Science Center; and

WHEREAS, pursuant to the provisions of Ark. Code Ann. § 6-62-201, the Board of Trustees of the University of Central Arkansas is granted the authority to condemn property whenever and wherever the acquisition of property is necessary for the use of the institution.

NOW, THEREFORE BE IT RESOLVED, by the Board of Trustees of the University of Central Arkansas, that the Board, by the adoption of this resolution, hereby:

(a) finds and determines that the acquisition of the Wesley Foundation Property is necessary for the use and benefit of the institution for expansion of the Lewis Science Center;

(b) finds that every reasonable effort has been made to acquire the Wesley Foundation Property through the offering of a reasonable price based on the appraised value and that negotiations have not been successful; and

(c) authorizes the president of the university to proceed with the exercise of the university's right of eminent domain under and pursuant to the provisions of Ark. Code Ann. § 6-62-201 in order to acquire the Wesley Foundation Property to be used for the benefit of the public institution known as the University of Central Arkansas.

Kay Hinkle, Chair

Shelia Vaught, Secretary