

**AGENDA FOR MEETING OF BOARD OF TRUSTEES  
OF  
UNIVERSITY OF CENTRAL ARKANSAS  
ON  
May 6, 2011  
AT  
2:00 P.M.  
BOARD OF TRUSTEES CONFERENCE ROOM – WINGO HALL**

---

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

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. MINUTES OF THE FEBRUARY 25, 2011 MEETING**
- VI. STATEMENTS FROM THE PRESIDENTS OF THE FACULTY SENATE, STAFF SENATE, STUDENT GOVERNMENT ASSOCIATION, AND ALUMNI BOARD**
  - A. Dr. Lynn Burley, Faculty Senate President**
  - B. Mr. Larry Burns, Staff Senate President**
  - C. Ms. Meghan Thompson, SGA President**
  - D. Mrs. Anne Wallace Crighton, President, Alumni Board**
  - E. Other**
- V. AUDIT COMMITTEE REPORT**
- VI. PRESIDENT’S REPORT**
  - A. Dr. Harold Chakales – remarks and presentation of resolution**

- B. Financial Update – Diane Newton, VP Finance/Administration**
- C. Comments from President Meadors**
- D. Comments from Chairman Scott Roussel**
- E. President’s Residence Advisory Committee Update – Ms. Patsy Minton Newton**
- F. Other**

## **VII. ACTION AGENDA**

- A. Strategic Plan**
- B. Faculty Handbook**
- C. New Degree Program: Master of Fine Arts in Creative Writing**
- D. Healthcare Education Facility (Nursing Venture) with Conway Regional Medical Center, Inc.**
- E. “Contract Review Procedures” (Board Policy No. 416)**
- F. Property Exchange with HDR Properties, LLC**
- G. Request for Provisional Positions**
- H. Sustainable Public Buildings Program and State Buildings Energy Management**
- I. “General Registration and Other Fees” (Board Policy No. 630)**
- J. “Fees – Academic Outreach and Extended Programs” (Board Policy No. 631)**
- K. “Honors College Participation Fee” (Board Policy No. 651)**
- L. Exploration of Potential Property Disposition**
- M. Operating Budget 2011-12**

## **VIII. EXECUTIVE SESSION TO CONSIDER PERSONNEL MATTERS**

## **IX. OPEN SESSION**

**A. Personnel List**

**B. Other**

## **TABLE OF CONTENTS**

<b><u>ITEM</u></b>	<b><u>PAGE</u></b>
<b>MINUTES OF THE FEBRUARY 25, 2011 BOARD MEETING</b>	<b>1</b>
<b><u>ACTION AGENDA</u></b>	
<b>A. Strategic Plan</b>	<b>2</b>
<b>B. Faculty Handbook</b>	<b>24</b>
<b>C. New Degree Program: Master of Fine Arts in Creative Writing</b>	<b>27</b>
<b>D. Healthcare Education Facility (Nursing Venture) with Conway Regional Medical Center, Inc.</b>	<b>29</b>
<b>E. “Contract Review Procedures” (Board Policy No. 416)</b>	<b>36</b>
<b>F. Property Exchange with HDR Properties, LLC</b>	<b>48</b>
<b>G. Request for Provisional Positions</b>	<b>50</b>
<b>H. Sustainable Public Buildings Program and State Buildings Energy Management</b>	<b>52</b>
<b>I. “General Registration and Other Fees” (Board Policy No. 630)</b>	<b>54</b>
<b>J. “Fees – Academic Outreach and Extended Programs” (Board Policy No. 631)</b>	<b>61</b>
<b>K. “Honors College Participation Fee” (Board Policy No. 651)</b>	<b>64</b>
<b>L. Exploration of Potential Property Disposition</b>	<b>66</b>
<b>M. Operating Budget 2011-12</b>	<b>67</b>



### **III. MINUTES**

Minutes of the February 25, 2011 Board meeting, which can be found on UCA's web site, were distributed to Board members for review prior to the May 6, 2011, Board meeting.

## **VII. ACTION AGENDA**

### **A. Strategic Plan**

At the beginning of the 2010 spring semester, acting on a directive from President Allen Meadors, the University of Central Arkansas initiated work on a Strategic Plan to guide the University over the next three to five years. The first stages of this process were the appointment of the members of a Strategic Planning and Resources Council (SPARC) and four related task forces, followed by a series of introductory meetings of these groups facilitated by Dr. David McFarland, of Penson Associates, who served as consultant throughout the development of the Plan. During the rest of the spring semester and into the summer, these committees, soliciting input from the entire university community, worked to develop a series of documents necessary to understanding the needs of the University that would inform the subsequent creation of the Strategic Plan.

The committees completed their respective tasks and SPARC officially approved these documents—Planning Assumptions, Driving Forces, Institutional Distinctiveness, Vision, Mission, and Core Values—in late summer and early fall 2010, at which time they were posted for public viewing and comment on the University’s Strategic Planning website. Early in the 2010 fall semester, Dr. McFarland facilitated a two-day stakeholders’ meeting during which the full University community discussed these documents and worked to develop a set of strategic goals based on the information they contained. The community identified Integrity; Academic, Scholarly, and Creative Excellence; Learner-Focused Environment; Ongoing Improvement and Innovation in Facilities and Technology; Increased External Engagement; and Diversity. With these goals in place and approved by SPARC and the task forces, various members of these groups spent much of October and November holding forums with each of the University’s six colleges, all non-college-affiliated academic units, and all administrative units to gather ideas on specific initiatives aimed at advancing the strategic goals.

This phase of the process culminated in another campus-wide meeting facilitated by Dr. McFarland on November 22, 2010, during which all attendees worked to prioritize the literally hundreds of initiatives the forums had generated. Over the next three months, various groups, including SPARC and its task forces, the Council of Deans, the Executive Committees of the Faculty Senate, and the Student Government Association, analyzed the results of the November 22nd vote; and each group prepared a draft list of ten initiatives that, in their view, were both clearly high priority and financially feasible. On February 24, 2011, SPARC and its task forces met to synthesize these drafts and approve a single list of strategic initiatives for the University to undertake immediately in order to meet its six strategic goals. That list is the centerpiece of the Strategic Plan contained within this document, now presented to the Board of Trustees.

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

**“Be It Resolved: That the attached Strategic Plan is hereby adopted for the University of Central Arkansas.”**

**The University of Central Arkansas**

**Strategic Plan—Approved by SPARC 4/01/11**

## ***The Strategic Planning Process***

At the beginning of the 2010 Spring semester, acting on a directive from President Allen Meadors, the University of Central Arkansas initiated work on a Strategic Plan to guide the University over the next three to five years. The first stages of this process were the appointment of the members of a Strategic Planning and Resources Council (SPARC) and four related task forces (see Appendix for membership lists), followed by a series of introductory meetings of these groups facilitated by Dr. David McFarland, of Penson Associates, who served as consultant throughout the development of the Plan. During the rest of the Spring semester and into the Summer, these committees, soliciting input from the entire University community, worked to develop a series of documents necessary to understanding the needs of the University that would inform the subsequent development of the Strategic Initiatives that are the heart of the Plan.

The committees completed their respective tasks and SPARC officially approved these documents—Planning Assumptions, Driving Forces, Institutional Distinctiveness, Vision, Mission, and Core Values—in late Summer and early Fall 2010, at which time they were posted for public viewing and comment on the University’s Strategic Planning website (<http://www.uca.edu/strategicplan/>). Early in the 2010 Fall semester, Dr. McFarland facilitated a two-day stakeholders’ meeting during which the full University community discussed these documents and worked to develop a set of strategic goals based on the information they contained. With these goals in place and approved by SPARC and the task forces, various members of these groups spent much of October and

November holding forums with each of the University's six colleges, all non-college-affiliated academic units, and all administrative units to gather ideas on specific initiatives aimed at advancing the strategic goals. In the interests of complete transparency and omni-directional flow of information, which had been high priorities throughout all the earlier stages of the process, the forum facilitators immediately posted the results of each meeting on the Strategic Planning website so that everyone on campus could peruse and comment on them.

This phase of the process culminated in another campus-wide meeting facilitated by Dr. McFarland on November 22, 2010, during which all attendees worked to prioritize the literally hundreds of initiatives the forums had generated (those who were unable to attend were invited to submit their priorities via e-mail). The results of this meeting were immediately posted on the Strategic Planning website for further comment. Over the next three months, various groups, including SPARC and its task forces, the Council of Deans, the Executive Committees of the Faculty Senate, and the Student Government Association, analyzed the results of the November 22 vote; and each group prepared a draft list of ten initiatives that, in their view, were both clearly high priority and financially feasible. On February 24, 2011, SPARC and its task forces met to synthesize these drafts and approve a single list of Strategic Initiatives; that list is the centerpiece of this Strategic Plan, which the Council now submits to President Allen Meadors.

### ***The Strategic Plan***

The Strategic Plan comprises six ***Foundational Documents***, six ***Strategic Goals***, and a set of ***Strategic Initiatives*** aimed at advancing each goal.

### ***Foundational Documents***

- **The Driving Forces** identify factors and trends in the external demographic, social, economic, political, technological and educational environment that most significantly affect institutions of higher learning. The University must be cognizant of these as it makes its own plans.
- **The Planning Assumptions** describe projected internal institutional conditions important to planning, including enrollment, campus demographics, resources and facilities, curriculum and instruction, and administration. (There is logical overlap between Driving Forces and Planning Assumptions, as articulated in the full statements below.)
- **The Mission Statement** articulates what UCA currently does.
- **The Vision Statement** expresses UCA's aspirations for the future.
- **The Core Values Statement** asserts the University community's institutional and ethical standards.
- **The Institutional Distinctiveness Statement** describes what UCA is and the features that distinguish it from peer institutions.

## **Foundational Document**

### **Driving Forces**

#### ***Public Forces***

- Public expectations of what a university is and should be: workforce preparation and life preparation
- Public image of the university

### *Educational and Political Forces*

- University's mission as determined by ADHE
- Inherent obligation to retain, educate, graduate students, including providing assistance for academically at-risk students
- Need to prepare students with the knowledge skills, and dispositions to succeed in a global community/economy
- Need to teach according to recognized professional standards of disciplines

### *Demographic Forces*

- Composition of potential incoming student body—traditional, nontraditional (including returning veterans); transfer; African American, Hispanic, international; first-generation, and students of various racial and ethnic backgrounds
- Students' reasons for attending college in general, UCA in particular: geographic, financial, programmatic
- Students' reasons for leaving UCA: financial, programmatic, personal

### *Social-Geographical Forces*

- Need to maintain mutually beneficial relationship and shared infrastructure between UCA and Conway
- Central geographical location for state and region
- Institutional contribution to and effects on institution of technological and population growth of region

### *Economic Forces*

- Competition with comparison schools (culled from SREB, ADHE, IPEDS data)
- State funding likely flat for foreseeable future

- State-mandated reduction of scholarship spending as percentage of M&O
- Lottery-based scholarship money newly available to students
- Higher Learning Commission report/accreditation requirements

#### *Technological Forces*

- Need for UCA to maintain current and adequate information technology systems for academic and administrative excellence

### **Planning Assumptions**

#### *Administrative Assumptions*

A. UCA must adapt to flat or declining state funding for its operation and infrastructure even as demands increase in many areas:

- The need for classrooms, laboratories, office space, research space, and student services will increase.
- The demand for student services will increase.
- Deferred maintenance will need to be addressed.

Therefore, alternative sources of funding, including grants and private giving, must be increased.

B. UCA must increase emphasis on assessment of effectiveness and the linkage between budget allocations and annual goals. The accountability of the institution to the public must continue to be a high priority.

#### *Students and Enrollment Management*

A. There will be an increase in enrollment of diverse populations, international, and non-traditional students. Therefore, demand for student services and student development programs especially for diverse and non-traditional students may increase.

B. Increased emphasis will be placed on enrollment management:

- Overall enrollment may increase.
- Competition for students will increase because of students' buying power with lottery scholarships.
- Strategies to raise student retention and graduation rates must be a priority.

### *Academic Development and Programs*

UCA will continue to be a premiere undergraduate institution with a strong emphasis on learning, teaching, and scholarly endeavors; and a high-quality graduate institution within selected fields. Therefore:

- Demand for a variety of instructional delivery models will continue.
- Demand for an experiential learning environment (student research, internships, study abroad, service learning, etc.) will increase.
- Academic programs will emphasize multicultural proficiency, global perspectives, and technological fluency.
- Demand for tenure-track faculty and more diverse faculty will increase.
- Demand for more academic resources (technology, professional development, research and travel support) will increase.
- Assurances of student learning (program and course assessment, general education assessment, accreditation requirements) will be a priority.
- Academic programs must be responsive to workforce demands.

- Aligning academic initiatives, goals, and values with our structures must be a priority.

### *Institutional*

UCA will continue to play an important economic, educational, and cultural role in the local, regional, and state community:

- Increasing private giving, grants, and contracts is a priority.
- Partnerships with corporate and public entities will increase.
- Workforce development and academic outreach opportunities will increase.
- Public events and performances will continue to raise the profile of UCA.
- Division I athletics will provide UCA with greater recognition and exposure.

## **Mission Statement**

The University of Central Arkansas, a leader in 21st-century higher education, is committed to excellence through the delivery of outstanding undergraduate and graduate education that remains current and responsive to the diverse needs of those it serves. The university's faculty and staff promote the intellectual, professional, social, and personal development of their students through innovations in learning, scholarship, and creative endeavors. Students, faculty, and staff partner to create strong engagement with the local, national, and global communities. The University of Central Arkansas is dedicated to academic vitality, diversity, and integrity.

## **Vision Statement**

The University of Central Arkansas aspires to be a premier learner-focused public comprehensive university, a nationally recognized leader for its continuous record of excellence in undergraduate and graduate education, scholarly and creative endeavors, and engagement with local, national, and global communities.

## **Core Values**

### ***Intellectual Excellence***

We believe in lifelong intellectual development of students, faculty, and staff. We are committed to the free pursuit of knowledge and continuous growth in learning and teaching.

- **Educated Citizens:** We believe in student success and in preparing students to engage complex issues and express informed opinion through critical thinking, writing, and speech. Given our institution's historical roots in teacher education, this foundation inspires all of our colleges to work together to ensure that our faculty and students collaborate to promote instructional excellence and lifelong learning.
- **Scholarship:** We believe that students and faculty should engage in professional development and scholarly endeavors that promote the creation and application of knowledge in all disciplines.
- **Cultural Competence:** We believe that students should experience cultural activities as they grow in their appreciation for the diversity of ideas and peoples, both inside and outside the classroom.
- **Learning Environment:** We believe that an outstanding physical infrastructure, along with a culture of excellence in all of our endeavors, provides an environment in which our students and faculty can thrive personally and intellectually. We further believe in

providing state-of-the-art learning spaces.

### ***Community***

We value and respect as our greatest asset the people who make up our community—students, faculty, and staff, as well as the people connected to us through ties to our local community and region, the state of Arkansas, our nation, and the world. That is, we believe people are the focus of our institution.

- **Collegiality:** We believe in processes of shared decision making based on productive synergistic interactions among our students, faculty, and staff, and disciplines in the pursuit of institutional goals.
- **Partnerships:** We are dedicated to promoting outreach activities, community education, and partnerships with surrounding entities. We believe in collaborating with the citizens of our region, the state, the nation, and the world as well as those organizations and constituents with whom we work.
- **Safe and Healthy Environment:** We promote a safe, healthy, and sustainable environment where our community members can flourish personally and socially as whole beings with obligations to improve their environment.
- **Service:** We believe in sharing our academic and cultural resources and expertise with the public, educational institutions, businesses, cultural centers, and public and non-profit agencies, when appropriate. We work to enable students to integrate into the larger world to promote a commitment to public service through experiential education. Faculty and staff serve our state and local constituents by sharing their energy, talents, and experience.

### ***Diversity***

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

- **Recruitment and Retention:** We actively pursue and seek to retain a diversified student body, faculty, and staff.
- **Support:** We maintain the highest academic quality and ensure that our programs remain innovative and responsive to the ever-changing and diverse needs of those we serve.
- **Knowledge:** We seek to enhance interaction and understanding among diverse groups and cultivate enriched learning opportunities in a global community.

### ***Integrity***

We are committed to ethical and responsible behavior in our own actions and to developing the same commitment in our students, thus fostering individuals who will have the skills, knowledge, and ability to engage positively with a diverse and changing world. Our commitment extends to all levels of our campus to foster a climate of ethical conduct, respect, responsibility, and trust.

- **Ethics:** We believe in acting with honesty, courage, and trustworthiness.
- **Respect:** We support a community and climate of respect and thoughtfulness among students, faculty, staff, and the people of our community, state, nation, and the world.
- **Responsibility:** We commit to being responsible and accountable in our operations at all levels of the institution, including continuous assessment of our academic programs and transparency in our fiscal and operational proceedings.

- **Trust:** We value and continually seek to earn the public's trust in all of our actions and words.

## **Institutional Distinctiveness**

The heart of UCA's distinctiveness is its campus-wide commitment to providing the strongest learning and living environment possible, founded on a comprehensive array of outstanding academic programs that focus on individual student success. Complementing this atmosphere are the university's beautiful campus; its location in a collegial, vibrant, and affordable community that is part of the state's largest metropolitan area, which provides enhanced intellectual, cultural, and economic resources; and its close proximity to the Arkansas River Valley and the Ouachita Mountains, which offer natural splendor and myriad outdoor activities.

## **Proposed Strategic Initiatives**

**Approved by SPARC 2/24/11**

As noted above, SPARC and various other university bodies, acting on information gathered from a year of meetings with the University community, have identified six primary goals for the University and a number of specific initiatives aimed at advancing each goal over the next three to five years. In the presentation of this material below, the initiatives themselves are in plain type, while possible measurable outcomes for each initiative are placed in italics for clear differentiation. In approving these goals and initiatives, SPARC recognizes that implementing the initiatives—that is, turning the Strategic Plan into an Operational Plan—will require work by the University’s executive staff, deans, department chairs, and other supervisory personnel to assign oversight responsibilities, to develop final prioritization and define specific outcomes in light of funding requirements, and to establish a timeline comprising feasible deadlines for all initiatives.

### ***Goal #1: Focus on Integrity at All Levels of Action***

1. Act with transparency at all levels of the University, recognizing that if we don’t practice and model integrity, we can’t meet our other five goals. With that fact in view,
  - Continue support of faculty/staff/student input into decision making, thus improving shared governance.
  - Make decisions based on data, evidence, and appropriateness to the university’s vision and mission; make those facts clear so that stakeholders can understand and respect decisions.

- Ensure that all units continue to share information in comprehensive and readily accessible ways—up and down the University’s administrative chain and also laterally (i.e., across departments and colleges and other units), thereby fostering a campus-wide sense of trust, shared purpose, and high morale.

*Achievement of these initiatives might be measured through faculty-staff surveys, annual reports from Faculty and Staff Senates and SGA on state of shared governance and state of flow of information. **This commitment to transparency might also include the immediately measurable goal of ensuring that all student fees go to the programs for which they were instituted.***

2. Make sure that the current SPARC efforts are pursued, assessed, re-evaluated, and part of ongoing dialogue. As current initiatives are accomplished, move others from campus forums into high priority.

*Achievement of this initiative might be accomplished by devoting a section of units’ annual reports to how all departments and areas are meeting the goals and initiatives of the strategic plan, making SPARC a standing committee with ongoing responsibility for tracking and reporting on the completion of initiatives, moving new initiatives into high priority as previous ones are met.*

## ***Goal # 2: Continue to Foster a Culture of Academic, Scholarly, and Creative Excellence***

1. Create a culture of internal assessment through which assertions of excellence are made demonstrable. Each program takes responsibility for meaningfully assessing itself through maintenance of relevant professional and regional accreditation or professional association standards (e.g., NCATE, NCAA), student outcomes, passing and scoring rates on professional

qualifying exams (e.g., CPA, teacher accreditation) and exit exams, and through individual college and program strategic planning.

*Measurable goals might include ongoing accreditation and increased student success rates in relevant categories, overall program assessment of General Education. Meeting such goals may require increases in faculty release time, stipends, and professional development opportunities; greater recognition across campus that faculty who undertake significant assessment responsibilities should be credited for that work on annual performance evaluations; improvements in making institutional research data accessible in ways that individual colleges and departments can use to assess themselves, which may require additional personnel and possible reorganization in Institutional Research and Planning.*

2. Foster life-long learning by providing faculty and staff with ongoing professional growth opportunities, which require adequate, reliable resources for professional training and participation in conferences and other scholarly meetings.

*Measurable goals might be incremental, fiscally feasible increases in budgets for professional travel.*

3. Become increasingly competitive in recruiting and retaining excellent faculty and staff.

*Measurable goals might include, with incremental targets, addressing salary compression, increasing salaries to competitive levels, increasing faculty pay for summer terms, increasing release time for research and pedagogical innovation, increasing financial and facilities support for twelve-month research and creative activity of faculty and students, improving benefits and work environments for all faculty and staff, including adjunct faculty.*

### ***Goal #3: Provide a Learner-Focused Environment for All Students***

1. Examine admission, growth, recruitment, and retention policies regarding traditional and non-traditional undergraduate and graduate students in relation to university's mission.

*Measurable goals might include targeted increases in retention and graduation rates; keeping bookstore and dining facilities open on evenings and Saturdays, which are prime times for graduate course offerings; establishing an evening office so graduate and non-traditional students can take care of financial and administrative requirements in a one-stop shop; increasing stipends, tuition waivers, and online programming that serves graduate students.*

2. Implement reliable, sustainable, meaningful student evaluations of teaching, as well as peer-to-peer and other forms of teaching/course evaluation that develop growth and trust.

Procedures for student evaluations must be developed that produce a high rate of response.

*Measurable goal would be meeting the survey-instrument response rate deemed necessary for meaningful evaluation.*

3. Enrich global-oriented learning environment.

*Measurable goals might include creating an International House on campus; increasing study-abroad participation from 1% to 5%, with enhanced support for students who might not be able to afford to pay their own way; increasing opportunities for short-term and semester-long faculty exchanges; establishing sister campuses for semester-long faculty and student exchange programs; increasing integration of world perspectives into university coursework*

### ***Goal #4: Commit to Ongoing Improvement and Innovation in Facilities and Technology***

Develop a comprehensive, centralized strategic plan for Information Technology. This plan should establish a coherent, dependable roadmap for infrastructure and equipment

upgrades across campus, including workstation computers and software, faculty and staff computers, and equipment specific to programs, such as lab equipment, video cameras, lighting, stage equipment, art supplies, musical instruments, etc.

*Achievement of this initiative may necessitate establishing roll-over accounts in individual units to facilitate the purchase of more costly capital equipment items. Another measurable goal might be the gradual integration of campus technology, as individual contracts expire, so that we aren't using so many different, sometimes incompatible systems: Banner, Blackboard, Groupwise, Cub mail, etc. (Many groups recommend a switch from GroupWise and Cub email systems to more common and reliable Gmail.)*

### ***Goal #5: Increase Engagement with External Partners***

1. Serve the public and UCA's students by partnering with schools, businesses, industries, foundations, and government agencies in enhancing awareness, knowledge, understanding, and application of relevant disciplines.

*Measurable goals would be increases in such partnerships, including student internships and other forms of service-learning opportunities, which might require increased reassigned time in faculty and staff schedules to allow greater pursuit of engagement prospects. Other goals might include department- or college-level assessments of graduates' job placement, career development, and enrollment in post-graduate professional programs; establishment of systems to honor external partners for their participation.*

2. Strengthen communication, coordination, and prioritization of fundraising efforts and needs across campus.

*Measurable goals would be increases in fund-raising success rates, which might require the appointment of college- and program-specific development officers, who would, under the*

*direction of the Development Office, find external money for their colleges, including private funding for faculty research, grants and matching grants, facilities and equipment funding, scholarships, endowed chairs. (Such development appointments might initially be half-time, with ultimate goal of having these officers bring in their own salaries.)*

***Goal #6: Promote Diversity in All Areas***

Increase gender and racial diversity as highest priorities, but seek also socioeconomic, ethnic, linguistic, cognitive, intellectual, and age diversity in student, staff, and faculty populations.

*Measurable goals would be percentage increases in various categories, attainment of which might require the appointment of an Assistant to the President for Diversity and Inclusiveness and the creation of a budget for secretarial and M&O support for that office.*

## **Appendix—Rosters of SPARC and Related Task Forces**

### **Strategic Planning and Resources Council:**

Chair	Michael Schaefer
Communications Chair	Venita Jenkins
Recording Secretary	Carol Daves
Coordinator	Carl Frederickson
University President	Allen Meadors
Provost	Lance Grahn
Faculty Senate	John Parrack
Faculty Senate	Lynn Burley
Faculty (CLA)	Clay Arnold
Faculty (COE)	Tammy Benson
Faculty (Unaffiliated)	Jimmy Bryant
Faculty (CNSM)	Patrick Desrochers
Faculty (CHBS)	Art Gillaspay
Faculty (COB)	Victor Puleo
Faculty (CFAC)	Bruce Hutchison
Staff (Professional)	Larry Burns
Staff (Custodial)	Dan Gortney
Staff (Secretarial)	Kathy Felkins
Dean	Neil Hattlestad
Director	Gary Roberts
Director	Larry James
Athletic Director	Brad Teague
VP Advancement	Shelley Mehl
VP Finance/Admin	Diane Newton
VP Student Services	Ronnie Williams
VP Univ & Govt Rels	Jeff Pitchford
Board of Trustees	Bobby Reynolds
Student (SGA)	Meghan Thompson
Student (SGA)	Cody Wilson
Student (SGA)	John Welter
Community	Bob McCormack

### **Core Ideas Task Force (Mission, Vision, Values):**

Co-Chair	Brad Teague
Co-Chair	Tammy Benson
At-Large	Larry James
Faculty	Bill Lammers
Faculty	Jennifer Deering
Staff	Judy Corcoran

**Planning Assumptions Task Force:**

Co-Chair	Lance Grahm
Co-Chair	Art Gillaspay
At-Large	Gary Roberts
Faculty	Kim Hoffman
Faculty	Rahul Mehta
Staff	Lindsay Grifford

**Institutional Distinctiveness Task Force:**

Co-Chair	Shelley Mehl
Co-Chair	Jimmy Bryant
At-Large	Rollin Potter
Faculty	Kevin Browne
Faculty	David Kim
Staff	Cheryl Lyons

**Driving Forces Task Force:**

Co-Chair	Diane Newton
Co-Chair	Pat Desrochers
At-Large	Timothy Atkinson
Faculty	Patrick Carmack
Faculty	Lisa Christman
Staff	Marvin Williams

## VII. ACTION AGENDA

### **B. Faculty Handbook Revision: Chapter 3**

The Faculty Handbook Committee has worked for two years to reorganize Chapter 3 of the Faculty Handbook. Chapter 3 has evolved over the last eight years to such a degree that it is time for a broader reorganization to ensure the clarity of the document.

The full handbook will come to the Board of Trustees at a later date, but the Handbook Committee believes that the nature of Chapter 3 requires Board approval now. The changes to the chapter are provided to you under separate cover. All changes have been tracked and are marked in color for your convenience. Members of the Faculty Handbook Committee are present to answer any questions.

All appropriate committees, councils, and administrators have reviewed Chapter 3 and endorse the changes.

The following is a summary of the changes made to Chapter 3 of the Faculty Handbook:

(Please note that changes in Chapter 3 of the current Faculty Handbook have been made for clarity and coherence. Sections have been renumbered and combined. New text and sections have been added where needed and are noted herein.)

- Title of Chapter 3 changed to **Faculty Principles, Policies, and Procedures** and introductory paragraph rewritten for clarity.
- I. Section title changed to **Guiding Principles**.
- I.A.C.D. Headings changed/moved to form A. **Faculty Membership**; C. **Academic Freedom**; D. **Tenure**; text moved and modified for clarity and coherence. (No change to I.B.)
- II. Section Title changed to **General Policies**; introductory paragraph moved to I.A.
- II.A. **Recruiting Policies**. Section created from text moved from different parts of current handbook. Citation to Board Policy 416 added to text.
- II.B. **Nepotism** C. **Personnel File of a Faculty Member** D. **Criteria and Notice of Standards**. Title C modified for clarity, and all sections created from text moved from different parts of current handbook.
- III. Section title changed to **Faculty Appointment**. Former section title and text moved to Section II.A. Introductory text moved from different parts of current handbook and second paragraph rewritten or clarified.
- III. Section headings, A. **Tenure Appointments**, B. **Types of Term Appointments**, 1. **Tenure-Track Appointments**, 2. **Non-Tenure-Track Appointments**, 3. **Part-Time Appointments** modified or added; text moved and modified for clarity and coherence. New section formed for III.B.4. no change in text.
- III.C. **Special Faculty Appointments**, new section heading to better organize the following: 1. Library Faculty, text modified here for clarity; 2. Honors College Faculty, text modified for clarity; 3. Graduate Faculty, text deleted and new text added to this

section per Graduate Council action; 4. Summer appointment, text moved here from another location.

- IV. Section Title changed to **Faculty Rank**, with new introductory paragraph.
- IV.A. Section Heading, **Tenurable Ranks**, added. Modification to existing text moved from another area. Subsection 1. Assistant Professor, new paragraph added to clarify terms of hiring prior to completion of doctoral degree. Subsection 2. Associate Professor, and Subsection 3. Professor, text moved from another section with no modification.
- IV.B. Section Heading, **Non-Tenurable Ranks---Continuing Faculty**, added for clarification of section. Subsection 1. Instructor, deleted redundant text. Subsection 2. Lecturer/Clinical Instructor/Laboratory Instructor I, text moved from another section with minor modification. Subsection 3. Lecturer/Clinical Instructor/Laboratory Instructor II, modifications to existing text for clarity. Subsection 4. **Senior Lecturer/Senior Clinical Instructor/Senior Laboratory Instructor** new rank added, new descriptive text added.
- IV.C. Section Heading, **Non-Tenurable Ranks---Non-continuing Faculty**, clarification of category added. Subsection 1. **Visiting Lecturer**, new heading and new descriptive text added. Subsection 2. **Visiting Assistant Professor**, new heading and new descriptive text added.
- IV.D. Section Heading, **Exceptional Cases**, added. Text moved from another area of the existing handbook.
- V. New section number for **Criteria for Tenure, Promotion, and Advancement**. No change in text for this entire section.
- VI. New Section Number, **Procedures for Tenure and Promotion**
- VI.A. Section heading, **Procedures Prior to Tenure Review**, added; subsections 1., 2., 3., added. Text moved and divided for clarity.
- VI.B. Section heading, **The Candidate**, formerly A.
- VI.C. Section heading, **Department Level Review**, formerly B., “review” added.
- VI.C. Subsection 1. **The Department Tenure and Promotion Committee**, descriptive text added moved, and modified for clarity and coherence. No change to subsection 2.
- VI.D. Section heading, **College Level Review**, formerly C., “review” added to heading; text in subsection 1. added for clarity. No change in subsection 2.
- VI.E. Section heading, **University Level Review**, formerly D., “review” added. No change in text within section.
- VI.F. New Section, **Early Tenure Recommendation**, moved here from another location within current handbook.
- VI.G. New Section, **Special Provision for Honors College Faculty**, text for this section has been moved from another location within current handbook.
- VI.H. New section number, **Tenure and Promotion Appeals**, section moved with no text changes from another location within current handbook.
- VII. Change in Section Title only, **Procedure for Advancement of Non-Tenure-Track Faculty**.
- VIII. New section number, **Post-tenure Review (Board Policy 301)**, subsections have been renumbered to be consistent with other areas of handbook. No changes to text.
- IX. New section number, **Relinquishment of Tenure**. No changes to text.
- X. New section number and title, **Expiration, Termination, or Non-Renewal of Appointment**, introductory text moved from another location.

- X.A. New section, **Expiration of Term Appointment**, “term” added to heading; subsection added 1. **Consultation with Tenured Faculty in Certain Cases**, text moved, recorded for clarity, and added; subsection added 2. **Notification Provisions**, text moved, some revisions for clarity; subsection added 3. **Allegation of Violation of Academic Freedom**, text moved from another location; subsection added 4. **Limited Appeal to Ensure Proper Procedure Followed**, text moved and modified for clarity.
- X.B. New section number, **Termination of Faculty Members in Cases of Financial Exigency or Phasing Out of Program**, no change in text, subsection renumbered for consistency.
- X.C. New section number, title change, **Procedures for the Termination of Tenured Faculty For Cause**, no substantive revision to text.
- X.D. New section number, **Procedures Relating to Non-renewal of Appointment of the Termination of Non-tenure-track Faculty Members with More than Seven (7) Years of Service**, no change in text, subsections renumbered for consistency.
- XI. New section number, **Procedures for Faculty Grievances and Appeals**, no change to text.
- **Former sections XII-XXII, have been incorporated into previous sections I-XI.**

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

**“Be It Resolved: That Chapter 3 of the Faculty Handbook is revised as presented beginning with the 2011-12 academic year.”**

## VII. ACTION AGENDA

### C. New Degree Program: Master of Fine Arts in Creative Writing

The College of Fine Arts and Communication and its Department of Writing propose a new degree program, the Master of Fine Arts (MFA) in Creative Writing. The MFA with thesis project is generally considered the terminal degree in a number of arts disciplines, including creative writing. A writing-intensive MFA studio program, the proposed program will uniquely prepare its graduates for careers in writing pedagogy and publishing. The program will be based on existing and new courses offered by the Department of Writing and will be supported by UCA's existing BA in Writing, its BA in Creative Writing, its BA in Linguistics, and graduate courses in Linguistics.

#### **Need and Purpose**

As the economy becomes even more global and technology-based, recognition of the importance of language study and application is increasing. Creative writers, through the specialized knowledge of their craft, serve business and government by offering creative solutions and approaches to communicating with the public.

Students recognize the practical value of creative articulation skills. As noted in *The Writer's Chronicle*, "Students are savvy enough to understand how powerful creative literacy has become in our current social context . . . [and] they want access to its power." For this reason, the Department of Writing at UCA, long aware of student demand for an MFA in Central Arkansas, finds it imperative to provide more access to this power for its students. Undergraduate Creative Writing courses offered by the department are popular and consistently fully enrolled, and more than 75 students have declared majors in the newly established BA program in Creative Writing. It is expected that the proposed graduate program and its courses will generate similar student support.

The foremost purpose of the MFA degree in Creative Writing at UCA is to prepare creative writers for fulfilling careers, while recognizing the realities that govern employment throughout the country. The Department of Writing and College of Fine Arts and Communication hope to see these graduates go on to become engaged writers and artists in their communities. Some of these individuals will gravitate into teaching and editing jobs, and it is expected that some will move into a diverse array of other professions – areas such as journalism, theater, technology, management, and many other fields in which a mastery of creative literacy is in demand.

#### **Curriculum Summary**

The Creative Writing MFA is a 60-hour studio program. In addition to meeting requirements for admission to the UCA Graduate School, admission to the MFA in Creative Writing is based on review of a required statement of purpose, a significant portfolio of creative written work, and appropriate undergraduate coursework.

The program requires 24 hours of core coursework, 21 hours of mandatory coursework (including 9 credits of thesis work), and 15 hours of electives from approved course lists. Students satisfy the 24-hour core coursework requirement by choosing 6 hours of advanced forms and theory courses, 9 hours of workshops, 6 hours of special topics courses, and 3 hours of directed studies and/or internship courses. For mandatory coursework, the student completes 12 hours of required coursework and 9 hours of thesis research in order to graduate. The 15 hours of required electives may include workshops and special topic classes that have already been taken to satisfy core coursework requirements as well as a course offered in another department.

### **Program Resources**

At this time, the department is not requesting additional resources to cover administrative costs, student workers, library resources, equipment, facilities, or new faculty members. Although it would be ideal to launch the program with two new faculty members in the first year, the Chair and faculty of the Department of Writing have determined that existing faculty can launch the MFA program in Creative Writing. It has also been determined that this program can be sustained with current faculty resources until enrollment numbers justify the hiring of a new tenure-track faculty member. The Department of Writing can streamline students into dual-listed courses, employ summer course offerings, and use appropriate non-tenure-track faculty to cover other course offerings within the Department during the early stages of this program.

It is anticipated that by the third year, 15 to 20 students will be enrolled in the program, creating demand for more course offerings as well as faculty members to serve on thesis committees. By the third year, the program is projected to have already netted approximately \$100,000 in tuition alone and will continue to bring in \$100,000 of revenue annually (tuition and state general revenue). If these projections are met, the department expects to request additional faculty resources at that time.

All appropriate university councils and administrators have recommended approval of the MFA program in Creative Writing.

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

**“BE IT RESOLVED: that the Board of Trustees hereby approves the Master of Fine Arts degree program in Creative Writing.”**

## VII. ACTION AGENDA

### **D. Healthcare Education Facility (Nursing Venture) with Conway Regional Medical Center, Inc.**

At the Board meeting held on February 25, 2011, the Board adopted a resolution which affirmed the use of University property on Western Avenue and College Avenue for the construction of a proposed healthcare education facility. The purpose of the facility, when constructed, will be to house the UCA Department of Nursing and offices and outreach services of Conway Regional Medical Center, Inc. d/b/a Conway Regional Health System ("Conway Regional").

Since the February meeting, discussions have taken place between representatives of the University and Conway Regional concerning the structure of the arrangement and other matters involved in the establishment of an entity to raise money for, and thereafter construct and operate the healthcare education facility.

A Memorandum of Understanding between the University and Conway Regional has been prepared and is attached for your review and consideration. The highlights of the MOU are as follows:

1. **Formation of Non-profit corporation:** The University and Conway Regional would form an Arkansas Non-profit corporation. It would be known as the "UCA/CRHS Healthcare Education Foundation, Inc. It would be a "public benefit" corporation under Arkansas law.

The corporation would be organized and will exist solely to (a) solicit funds for, and engage in, the construction and equipping of a healthcare education facility ("facility"), (b) solicit funds for the on-going operation of the facility, (c) operate the facility in conjunction with the University and Conway Regional Health System, upon such terms and conditions as the board of the non-profit may determine, and (d) conduct such other activities as the board of directors of the non-profit corporation would determine (e.g. community outreach) is consistent with its mission.

2. **Non-Profit Corporation's Board of Directors:** The board of the non-profit corporation would be composed of eight (8) persons, with each party selecting four (4) members.
3. **Tax Identification Number/Section 501 (c) (3) application:** Once the corporation is formed under Arkansas law, we would get a tax identification number, open a bank account, and then apply for 501 (c) (3) status as an "exempt organization" with the Internal Revenue Service, as an entity formed and operated solely for educational, charitable and scientific purposes.
4. **Fundraising:** Fundraising will then be performed by the respective foundations (as well as the new non-profit corporation) and the funds then segregated into the non-profit's

bank account. One advantage of using the non-profit facilities foundation would be that if at some future date pledges (a) were not paid, or (b) were enough where the respective boards were ready to commence construction, but additional funds were needed, then the Conway Public Facilities Board could issue bonds, loan the money to the non-profit corporation to construct the building. Then, once constructed, the building will be leased by the non-profit (as lessor) to the University and Conway Regional. The rent payments under this scenario would be enough to pay the debt service, insurance and other matters.

5. **Ground Lease:** Consistent with the board's resolution of February 25, 2011, a ground lease will be prepared with an initial term of fifty (50) years, with a fifty-year renewal option. The MOU provides that if construction is not commenced by January 1, 2015, then the ground lease will be of no further effect and will be cancelled.
6. **Operating Lease Agreement for Facility:** Once the non-profit corporation is formed, and sufficient funds are either raised/borrowed, a lease agreement will then be drafted between the non-profit corporation (as lessor) and the University and Conway Regional (as separate lessees). This lease agreement will require the approval of both boards, and it would also require the approval of the Arkansas Building Authority. The operating lease would set forth how the overall costs of operation of the facility would be allocated and paid, and contain other matters normally contained in a commercial lease. If the entire cost of the building is raised privately (and all pledges made), then the lease agreement would have to generate enough revenue to pay utilities, any reserves for building and equipment, and other operational costs.
7. **Timeline:** A possible timeline for this project, as discussed by the parties is:
  - (a) March – April 2011: Prepare incorporation documents; prepare MOU; prepare initial draft of ground lease; begin work on preliminary draft of IRS Form 1023 (that's the form for obtaining 501 (c) (3) recognition).
  - (b) May 2011 - University board approval of MOU and authorization to enter into non-profit corporation with Conway Regional.
  - (c) May 2011 - Conway Regional Board approval.
  - (d) May 2011 - incorporation with Arkansas Secretary of State; obtain tax identification number.
  - (e) June 2011 - file Form 1023 with Internal Revenue Service.
  - (f) September 2011 - target date to have approval from IRS on 501 (c) (3)
  - (g) September 2011 - begin fundraising efforts.

Based upon the foregoing discussion, and the provisions set forth in the attached Memorandum of Understanding, the President recommends to the Board of Trustees the following resolution:

**“BE IT RESOLVED: That the Board of Trustees approves the transactions set forth above to include (a) the Memorandum of Understanding between the University of Central Arkansas and Conway Regional Medical Center, Inc. d/b/a Conway Regional Health System, (b) the ground lease of the University’s property at the corner of Western Avenue and College Avenue in Conway, Arkansas, for the construction of the healthcare education facility, and (c) in accordance with the provisions of the MOU hereby designates the following persons as members of the initial board of directors of the non-profit corporation: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_.”**

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

## **MEMORANDUM OF UNDERSTANDING**

UNIVERSITY OF CENTRAL ARKANSAS

and

CONWAY REGIONAL MEDICAL CENTER, INC.

***UCA/CRHS HEALTHCARE EDUCATION FOUNDATION, INC.***

This Memorandum of Understanding (“**Agreement**”) entered into on the date set forth below between the University of Central Arkansas (“**University**”), an institution of higher education in the State of Arkansas and Conway Regional Medical Center, Inc. d/b/a Conway Regional Health System (“**Conway Regional**”), a 501(c) (3) organization operating a comprehensive healthcare delivery system in Central Arkansas.

### **Explanatory Statement**

The purpose of this MOU and the intent of the University and Conway Regional is to set forth the terms and conditions pursuant to which the parties will (a) form an Arkansas Non-profit corporation to solicit funds for, and thereafter construct and equip, a healthcare education facility on property owned by the University, and (b) jointly use such healthcare education facility for the University’s nursing programs and for Conway Regional’s healthcare education for its staff, and outreach programs for the citizens of Conway and the State of Arkansas.

### **Recitals**

WHEREAS, the University is an institution of higher education in the State of Arkansas, and offers several degrees in the healthcare field, including a comprehensive program in nursing, through its Department of Nursing;

WHEREAS, Conway Regional is a comprehensive healthcare delivery entity operating in Conway and Central Arkansas, and it operates a hospital and various clinics and outpatient facilities, and also provides for education for its staff and outreach programs to the community;

WHEREAS, after discussions by and among various administrators of both organizations, the parties have determined that it would serve the needs and interests of the University’s students, faculty and staff, as well as Conway Regional’s staff, patients and the general public, for the parties to establish and operate a comprehensive healthcare education facility;

WHEREAS, after discussing the healthcare education facility, the parties have determined that the facility could be constructed on property owned by the University at the corner of Western Avenue and College Avenue in Conway, Arkansas, adjacent to the campus of Conway Regional;

WHEREAS, at a meeting held on February 25, 2011, the Board of Trustees of the University adopted a resolution affirming the use of such property for the construction of the healthcare education facility; and

WHEREAS, the parties have agreed to enter into this Memorandum of Understanding to set forth their agreement and understanding concerning (a) the establishment of the healthcare education facility, (b) the formation and operation of an Arkansas Non-profit Corporation to own and operate the facility, and (c) such other matters as they deem necessary and advisable to serve the University's nursing students and program, as well as the needs of Conway Regional's staff, patients and the general public.

### **Agreement of the Parties**

**NOW, THEREFORE**, for and in consideration of the matters set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the University and Conway Regional agree as follows:

1. The parties agree to cause to be formed an Arkansas non-profit corporation. The President of the University and the Chief Executive Officer of Conway Regional shall, upon being authorized to act by resolution of their respective boards, cause articles of incorporation to be filed for such non-profit corporation.

2. The parties agree that the name of the non-profit corporation, the name shall be "UCA/CRHS Healthcare Education Foundation, Inc." The corporation shall be organized and will exist solely to (a) solicit funds for the construction and equipping of a the healthcare education facility, (b) solicit funds for the on-going operation of the facility, (c) construct, equip and operate the facility as the corporation's board of directors shall determine, and (d) conduct such other activities as the board of directors of the non-profit corporation may determine consistent with its mission.

3. The corporation shall have eight (8) directors, and by appropriate resolutions duly adopted by the Board of Trustees of the University and the Board of Directors of Conway Regional, each shall name four (4) directors.

4. Immediately after the formation of the non-profit corporation, the parties agree that the entity will obtain a tax identification number, open a bank account, and then apply for 501 (c) (3) status as an "exempt organization" with the Internal Revenue Service. The parties agree that throughout this process they will keep each other fully informed, as well as their respective boards.

5. Not later than September 1, 2011, the parties agree to have the matters in paragraphs 1-4 of this MOU completed. They then agree that a ground lease for the property at the corner of Western Avenue and College Avenue shall be prepared and such lease shall provide for a term of not less than fifty (50) years, with a fifty-year renewal option in favor of the non-profit corporation. Under the terms of the ground lease, the University would be the lessor, and the non-profit corporation the lessee. The rent shall be negotiated between the lessor and lessee, but shall be consistent with similar rents charged or agreed to previously by the University for ground leases, taking into account the educational mission of the facility and the fact that University's staff, faculty and students will be utilizing the facility. In addition, however, the ground lease shall provide that if the construction of the facility is not commenced by January 1, 2015, then the lease shall be cancelled and be of no force or effect. The ground lease shall not be effective until approved by the Arkansas Building Authority. Provided, however, that upon the approval of this MOU by the University's Board of Trustees, it shall be deemed to have approved the terms of the foregoing ground lease for the terms set forth in this paragraph 5.

6. Once the non-profit corporation is formed, and sufficient funds are either raised/borrowed, an operating lease agreement shall then be drafted between the non-profit corporation (as lessor) and the University and Conway Regional (as separate lessees). The operating lease shall set forth how the overall costs of operation of the facility would be allocated between the University and Conway Regional, how the same will be paid, and contain other matters normally contained in a commercial lease, such as provisions for repairs, maintenance, insurance and other matters. This lease agreement shall require the approval of both boards, and it shall also require the approval of the Arkansas Building Authority.

7. The parties further agree that after the formation of the non-profit corporation, but prior to the commencement of construction of the healthcare education facility, they shall, as part of the operating leases with the non-profit board, determine what the process will be if either party desires to terminate the lease agreement with the non-profit corporation and abandon the facility. Although they understand that this shall be a part of an overall agreement with the non-profit board, they agree that at a minimum, no less than two (2) year's written notice shall be required to be given if either party desires to withdraw its operations from the facility. This time period is agreed to as part of this MOU in order to ensure that neither party changes its plans or overall direction of the usage of the facility without the other being afforded sufficient notice

8. This Agreement shall be governed and construed in accordance with the laws of the State of Arkansas.

9. This Agreement shall be not a binding and enforceable obligation of either party until approved by an appropriate resolution adopted by the (a) Board of Trustees of the University of Central Arkansas and (b) the Board of Directors of Conway Regional Medical Center, Inc.

EXECUTED at Conway, Arkansas, effective the \_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Allen C. Meadors, Ph.D., FACHE  
President  
University of Central Arkansas

\_\_\_\_\_  
Scott Roussel, Chair  
Board of Trustees  
University of Central Arkansas

\_\_\_\_\_  
James Lambert  
President and Chief Executive Officer  
Conway Regional Medical Center, Inc.

\_\_\_\_\_  
Jack Engelkes, Chair  
Board of Directors  
Conway Regional Medical Center, Inc.

## VII. ACTION AGENDA

### E. “Contract Review Procedures” (Board Policy No. 416)

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

The administration is seeking Board approval for the following contracts:

- University of Central Arkansas (Lessor) and Verizon Wireless (Lessee)
- UCA Foundation and University of Central Arkansas (Bear Hall – Fifth floor)
- Strange Family Farms, LLC (“Lessor”) and the University of Central Arkansas (“Lessee”)
- University of Central Arkansas and P.E. Systems, LLC
- Various other contracts - list is attached (handout)

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 contracts with the companies listed above.”**

**UNIVERSITY OF CENTRAL ARKANSAS**  
**REASON FOR REQUIRING BOARD REVIEW AND ACTION:**  
***(Board Policy #416)***  
**(Contract for more than One Year)**

---

**SUMMARY**

1. Parties: University of Central Arkansas (as Lessor) and Verizon Wireless (as Lessee).

2. Background and Purpose: This is an amendment to, and extension of, an existing Master Lease Agreement which was signed in 2004 as part of the University's agreement with IBM. Under those arrangements, the University has a "third party neutral hosting system" on campus for wireless carriers. The system provides enhanced cellular phone service to the campus and also generates lease income for the University.

Alltel was one of the companies who was a party to the third party neutral hosting system. It built equipment on the ground (base station) adjacent to Ida Waldran Auditorium, has run coax cable up the side of Old Main, and has installed antennas on the roof of the building. Under the original lease, the term was for five years, with four five-year renewal terms (a total of 25 years), and the University receives \$2,500 per month in rent.

Verizon (the successor to Alltel) would like to expand the lines of cable at the base station and going up the side of the building, and would also like to install three additional antennas on the existing sleds on the roof. The rent would increase to \$3,338.30 per month, and on each five-year anniversary date, the rent would be increased ten percent over the previous rent.

This lease, if approved by the Board of Trustees, must also be approved by the Arkansas Building Authority.

3. Term: Verizon has a proposed a new lease of five years, with four five-year renewal terms (again, for a total of 25 years).

4. University Funds to be paid: No University funds required.

5. Public Bid/Other Approvals: This contract does not have to be bid under state law. It does require the approval of the Arkansas Building Authority.

6. Special Provisions/Terms/Conditions: None.

8. Approval/Notification to UCA Foundation: None required.

UNIVERSITY OF CENTRAL ARKANSAS

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

(Contract for more than One Year)

---

**SUMMARY**

1. Parties: University of Central Arkansas Foundation, Inc. (as Lessor) and University of Central Arkansas (as Lessee). A copy of the proposed lease agreement is attached to this summary.
2. Purpose: This is the Lease Agreement for the Fifth Floor of Bear Hall. The major terms and conditions were set forth in a Memorandum of Understanding date March 11, 2011. This lease must also be approved by the UCA Foundation Board as well as the Arkansas Building Authority.
3. Term: Starts on occupancy date of Bear Hall and ends on December 31<sup>st</sup> of the year in which the Foundation has re-paid all principal and interest on sums borrowed for the construction of the Fifth Floor **and** the weight training facility.
4. University Funds to be paid: As provided for in the MOU, the rent to be paid by the University to the Foundation will be an amount sufficient to pay the debt service (and other costs) incurred by the Foundation in the project. These funds will come from (a) the rental of skybox suites by the University and (b) from NCAA funds received by the UCA Athletic Department.
5. Public Bid/Purchasing Approval: This contract does not have to be bid under state law. It does require the approval of the Arkansas Building Authority.
6. Special Provisions/Terms/Conditions: None.
8. Approval/Notification to UCA Foundation: Must be approved by the Board of Directors of the UCA Foundation.

Form prepared by: Tom Courtway, General Counsel

Date: April 8, 2011.

Arkansas Building Authority  
STATE OF ARKANSAS  
COUNTY OF PULASKI  
Standard Lease Form 1  
Approved by Attorney General  
August 2008

Lease Term: 08/01/12 to 07/31/22  
Annual Rent: \$  
Square Feet:      Rate: \$  
Type: NEW  
Worked By: Anne W. Laidlaw  
County: 23      Agency: 165  
Lease #: P2795

## **STATE OF ARKANSAS LEASE AGREEMENT**

This Lease is made effective on the Commencement Date, by which Lessor leases the PREMISES to Lessee through ABA, Lessee's Leasing Agent.

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

"LESSOR" means: UNIVERSITY OF CENTRAL ARKANSAS FOUNDATION, INC., an Arkansas non-profit corporation.

"LESSEE" means: UNIVERSITY OF CENTRAL ARKANSAS, 201 Donaghey Avenue, Conway, Arkansas 72035, an institution of higher education of the State of Arkansas.

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

"PREMISES" means the property which is the subject of this Lease which is further described in paragraph #1.

### **1. DESCRIPTION OF PREMISES:**

The fifth (5<sup>th</sup>) floor of Bear Hall, a new residence hall being constructed on the University of Central Arkansas campus, directly adjacent to First Security Estes Stadium; all situated in the City of Conway, County of Faulkner, Arkansas. The fifth floor shall consist of twelve stadium skybox suites as well as certain common areas.

### **2. TERM:**

The initial term ("Commencement Date") shall mean the date the LESSEE and LESSOR receive a certificate of occupancy or any other required approvals so that they may use and occupy all of the floors of Bear Hall. The initial term shall end on December 31<sup>st</sup> of the year in which LESSOR has repaid all principal and interest on all sums borrowed to construct the PREMISES as well as a weight training facility adjacent to the Pepsi Americas building. By written agreement, the parties may thereafter agree to extend the

term under such terms and conditions as they may agree upon at that time. Provided, however, that it is intended pursuant to a Memorandum of Understanding dated the 11<sup>th</sup> day of March, 2011, between the University of Central Arkansas and the University of Central Arkansas Foundation, Inc. that upon the expiration of the Initial Term that LESSOR will donate to the LESSEE the fifth floor of Bear Hall, but subject to LESSEE'S continued use of one skybox suite (as more particularly set forth in section 10 (g) below.

3. RENT:

The LESSEE agrees to pay \$\_\_\_\_\_ per annum, upon invoice from the LESSOR, apportionable on a daily basis at \$\_\_\_\_\_, such amount to be paid to LESSOR at:

Buffalo

Alumni Hall, University of Central Arkansas, Conway, AR 72035. The annual rent may be paid

in one or more installments which shall be at the discretion of the LESSEE.

4. UTILITIES AND SERVICES:

The LESSOR will furnish the following utilities and services:

No - Electricity

No - Elevator Service

No - Gas

No - Trash Removal

No - Water and Sewer

No - Janitorial Services  
and Supplies

No - Lamps, tubes, ballast  
and replacements

5. MAINTENANCE, REPAIR AND REPLACEMENT:

Unless specifically excepted in this section 5, the LESSOR shall maintain the leased PREMISES, including the building and all equipment, fixtures, and appurtenances furnished by the LESSOR under this Lease, in good repair and tenantable condition, except in case of damages arising from the acts of the LESSEE'S agents or employees. For the purpose of so maintaining said PREMISES and property, the LESSOR may at reasonable times, and with the approval of the authorized LESSEE representative in charge, enter and inspect the same and make any necessary repairs hereto. The LESSOR shall be responsible for maintaining all exterior walls of the building. LESSEE shall be responsible for maintaining the roof, the elevators to the fifth floor, passageways from the lobby, street and parking areas leading to the leased property, and the adjacent sidewalks and entrance lobby, in good order and repair, and free of snow, ice, rubbish and other obstructions. LESSEE shall provide lawn and plant maintenance and shall provide monthly pest control service. LESSEE shall maintain in good working order and repair all plumbing, toilet facilities and other fixtures and equipment installed for the general supply of hot and cold water, heat, air-conditioning (including monthly maintenance and filters).

6. FAILURE TO PERFORM:

The covenant to pay rent and the covenant to provide any service, utility, maintenance, or repair required under this Lease are dependent. If the LESSOR shall breach any of the conditions required to be performed by it under this Lease, LESSEE may cure such breach and deduct the cost thereof from rent subsequently becoming due hereunder. If LESSOR fails to correct a deficiency within thirty (30) days after written notice from ABA and LESSEE, or within an appropriate shorter period stated in the notice, in the event of a deficiency constituting a hazard to the health and safety of the LESSEE'S employees, property, or any other person, ABA and LESSEE may elect to terminate this Lease.

7. DAMAGE BY FIRE OR OTHER CASUALTY:

LESSOR shall bear the risk of loss by fire or other casualty and shall maintain fire and extended coverage insurance to the full replacement value of the PREMISES. If the PREMISES are destroyed by fire or other casualty, this Lease will immediately terminate. In case of partial destruction or damage, so as to render the PREMISES unsuitable for the purposes for which they are leased, as determined by LESSEE and ABA, the LESSEE, may terminate the Lease by giving written notice to the LESSOR through ABA, within fifteen (15) calendar days thereafter; if so terminated, no rent will accrue to the LESSOR after such partial destruction or damage; and if not so terminated, the rent will be reduced proportionately by supplemental agreement hereto effective from the date of such partial destruction or damage.

8. ALTERATIONS:

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

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

9. TERMINATION:

In addition to other remedies provided herein, the LESSEE may terminate this Lease by thirty (30) days written notice to LESSOR by ABA if the LESSEE'S funds are insufficient for it to continue the operations for which the PREMISES are being used.

10. SPECIAL PROVISIONS:

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

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this Sublease. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the LESSEE.
- (2) The LESSOR shall transmit to the agency a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the assignee and a statement containing the dollar amount of the Sublease. The LESSOR shall transmit to ABA a copy of the disclosure form within ten (10) days of entering into any agreement with assignee.
- (3) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.
- (c) The State/LESSEE shall not be responsible for the payment of any taxes or assessments for the PREMISES.
- (d) The LESSOR, LESSEE and ABA agree that should the Lease expire prior to the execution of any proposed amendment agreement, the parties agree that the Lease is hereby reinstated and ratified upon the Amendment Agreement being fully executed by the parties. The provisions, terms, and conditions of any subsequent Amendment Agreement shall govern in the event of conflict or inconsistencies, or both. This paragraph should not be construed between the parties as an agreement that the Lease

will be extended for additional terms, but rather as an option between the parties to enter into future negotiations for additional terms should they so desire.

- (e) LESSEE agree to maintain a policy of public liability insurance in an amount not less than five (5) million dollars per occurrence covering the leased PREMISES and common areas inside the building providing access to the fifth floor, and name the LESSOR as an additional insured.
- (f) LESSOR shall contract for the design, planning, construction and equipping of twelve (12) skybox suites and other related improvements on the fifth floor, as approved by LESSEE through architectural construction documents.
- (g) The parties agree that notwithstanding any other provisions of this Agreement, the LESSOR shall have the right to use and occupy one (1) skybox suite for a period of fifteen (15) years commencing on July 1, 2012 for the lump sum payment of \$200,000. Upon the expiration of the initial term of the Lease, the LESSOR shall be entitled to use and occupancy of one (1) skybox suite on a year-to-year basis at a rent to be agreed upon by the parties prior to the beginning of each new fiscal year.

11. MISCELLANEOUS:

- (a) The Lease and any modifications or amendments to it will not be valid without the written approval of ABA.
- (b) This Lease shall benefit and bind the parties hereto and their heirs, personal representatives, successors and assigns.
- (c) The LESSEE may terminate this Lease by written notice from ABA to LESSOR upon the taking by eminent domain of any part of the PREMISES. This provision does not prevent the LESSEE from claiming or recovering from the condemning authority the value of LESSEE'S leasehold interests.
- (d) Nothing in this Lease shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.
- (e) This Lease contains the entire agreement of the parties.

Executed by the parties who individually represent that each has the authority to enter into this Lease.

LESSOR:  
UNIVERSITY OF CENTRAL ARKANSAS  
FOUNDATION, INC.

By: \_\_\_\_\_  
Shelley Mehl, President

Date: \_\_\_\_\_

LESSEE:  
UNIVERSITY OF CENTRAL  
ARKANSAS

By: \_\_\_\_\_  
Allen C. Meadors, President

Date: \_\_\_\_\_

ARKANSAS BUILDING AUTHORITY  
As Agent for University of Central Arkansas

By: \_\_\_\_\_  
Catherine Mulkey, Administrator  
of Real Estate Services

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Anne W. Laidlaw, Director

Date: \_\_\_\_\_

## UNIVERSITY OF CENTRAL ARKANSAS

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

Contract with a term of more than one year

---

#### SUMMARY

1. Parties: Strange Family Farms, LLC (“Lessor”) and the University of Central Arkansas (“Lessee”).

2. Purpose/Background: Renewal and modification of Lease Agreement for two-story building on the corner of Caldwell and Locust Streets in downtown Conway. The University first leased this property in 2004 and the lease was renewed in 2008 for an additional period. The current lease expires on June 30, 2011.

Since the fall of 2004, the property has been used for student housing. The current year’s rent is \$132,000.

3. Goods/Services to be Purchased: This is a lease of real property.

Beginning with the new lease term, the second floor of the building will continue to be used by the UCA Housing Department for student housing.

The first floor will no longer be used for student housing, but will be used by the Community Development Institute (now housed in Brewer-Hegeman Conference Center) and The *Oxford American* magazine (now housed in Old Main).

In addition, a building adjacent to the property (the “Legion Hut”) will be demolished and a parking lot constructed for use by the University and its guests. Signage will be placed on the exterior of the building indicating it is a UCA building.

4. Term: The term of the proposed lease is five (5) years, commencing July 1, 2011. In addition, the University would have the option to renew on an annual basis thereafter for an additional five (5) years.

5. University Funds to be Paid/Rent: The rent will be \$100,000 per year, with the rent allocated among the housing department and the academic units occupying the building, as agreed upon by the appropriate university officials.

6. Public Bid/Purchasing Approval: No bid or purchasing requirements involved.

7. Special Provisions/Terms/Conditions: In addition to the approval of the UCA Board of Trustees, the lease requires the approval of the Arkansas Building Authority. Officials of the agency are drafting the renewal of the lease agreement.

8. Approval/Notification to UCA Foundation: None required.

Form prepared by: Tom Courtway, General Counsel

Date: April 20, 2011.

UNIVERSITY OF CENTRAL ARKANSAS

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

(Contract for more than One Year)

---

**SUMMARY**

1. Parties: University of Central Arkansas and P.E. Systems, LLC of Spokane, Washington.
2. Purpose: This Contract is requested by the Division of Financial Accounting. If approved, this contract will authorize P.E. Systems, LLC, to review the university's payment processing data (primarily credit and debit cards and how much the university is paying) for ways to (a) reduce those costs and (b) gain refunds from credit card providers.
3. Term: 36 months. (While the university has the right to terminate the agreement at anytime, the agreement does provide that we must continue to pay for any cost reductions identified by P.E. Systems for the remainder of the contract term.)
4. University Funds to be paid: No university funds obligated. However, to the extent cost savings are identified and realized due to P.E. Systems efforts, then it gets a commission on those actual savings. The commission is 45% of such savings or refunds in the first twelve months; 40% in months 13-24; and 35% in 25-36.
5. Public Bid/Purchasing Approval: As long as this contract qualifies as a "sole source" contract under state procurement laws, it does not have to be bid.
6. Special Provisions/Terms/Conditions: None.
8. Approval/Notification to UCA Foundation: None.

Form prepared by: Tom Courtway, General Counsel

Date: April 8, 2011.

## VII. ACTION AGENDA

### F. Property Exchange with HDR Properties, LLC

This matter has been before the Board previously. It involves a proposed exchange of real property between the University and HDR Properties, LLC, an Arkansas limited liability company, plus an additional sum of cash to be paid by HDR to the University at closing.

At the May 7, 2010, Board meeting this matter was considered and approved as a proposed property exchange agreement between the University and HDR. Under the exchange agreement, the softball house and 4.76 acres owned by the University on the east side of Donaghey Avenue were to be exchanged for four houses HDR owns (three on Western Avenue and one on Augusta Avenue). In addition, HDR was to pay the sum of \$720,000 in cash at closing. (The cash payment was reduced by resolution of the Board of Trustees, when a survey of the University property established that it was 4.76 acres.)

The closing was to have occurred on or before July 1, 2010, but HDR was given the right to extend the closing until September 1, 2010, if it needed additional time to arrange financing. HDR exercised that right to extend the closing date until September 1, 2010. HDR then requested and received (by action of the Board) an extension until November 1, 2010. *The transaction did not close in 2010.*

The reason the matter is before the Board again is due to a request by HDR to enter into a new contract on the same terms and conditions as the one that existed in 2010 with one modification. A copy of the proposed exchange agreement is attached as exhibit to this write-up.

The change is that the University has now insisted on an earnest money deposit of \$20,000, to be paid to a title company by 12:00 noon on Tuesday, May 10, 2011, if the Board approves a new agreement. In the event the transaction does not close by June 15, 2011, then the University would receive the \$20,000 as liquidated damages. If the transaction does close by June 15, 2010, the amount would either be returned to HDR or would be credited toward the \$700,000 HDR would owe the University at closing.

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

**“BE IT RESOLVED: That the Board of Trustees authorizes the University to enter into an Exchange Agreement with HDR Properties, LLC, to (a) transfer to HDR the 4.76 acres with a street address of 530 South Donaghey, (b) receive in exchange therefore three houses on Western (410, 418 and 430 Western) and one house on Augusta (419 Augusta), and \$700,000 in cash at closing, (c) provide that HDR must pay to a closing agent approved by the University the sum of \$20,000 to be held as earnest money to be paid to the University as liquidated damages in the event the exchange does not close, and (d) have a closing date of June 15, 2011.**

**“BE IT FURTHER RESOLVED: That the administration is authorized and directed to take such other steps and execute such other documents as may be necessary or required to consummate the transactions contemplated by the Exchange Agreement.”**

## VII. ACTION AGENDA

### G. Request for Provisional Positions

The State, through the position appropriation process, permits the University to request provisional positions when there is an emergency or an unexpected need.

Provisional positions may be assigned when the University receives temporary and/or unanticipated funding through grants, contract agreements, or increased collections. Provisional positions exist only as long as the funding for those positions is available and do not automatically convert to regular, budgeted positions.

In submitting a request for the allocation of provisional positions, the state process first requires authorization for that request through the University's Board of Trustees.

At this time, the University has funding through federal, state and private grants for 24 additional positions.

<b>Name</b>	<b>Title</b>	<b>Funding Source</b>
Keisha Mattox	Administrative Specialist III	Arkansas Department of Education
Crystal Glidewell	Project Director	Arkansas Department of Education
Jane Mitchell	Grant Project Director	Arkansas Department of Education
Bonnie Nichols	Project Researcher	Arkansas Department of Education
Matthew Jeffery	Project Director	Arkansas Department of Education
Belinda Robertson	Mathematics Specialist	Arkansas Department of Education
Kimberley Calhoon	Project/Program Director	Arkansas Department of Education
Sam Gibson	Research Associate	Arkansas Department of Education
Greg Holland	Research Associate	Arkansas Department of Education
Jacob Walker	Project Director	Arkansas Department of Education
Melanie Bradford	Technology Projects Coord	Arkansas Department of Education
Valeri Pushkarev	Project Director	Arkansas Department of Education
Minnietta Camp-Ready	Science Specialist	Arkansas Department of Education
Nancy Burris	Project/Program Director	U.S. Department of Education
Jessie Beal	Project/Program Specialist	U.S. Department of Education

Robert Arbogast	Administrative Spec III	U.S. Department of Education
Harry Dickens	Assoc Dir of Technology	Walton Family Foundation
Elizabeth McCullough	Communications Director	Walton Family Foundation
Ellen Treadway	Proj Dir- Teaching/Learning	Walton Family Foundation
Alexis Walter	Proj Coordinator/Attorney	Walton Family Foundation
Daniel Smith	Dean/Director	Walton Family Foundation
Gary Parish	Project/Program Manager	Walton Family Foundation
Lisa Walters	Project/Program Specialist	Walton Family Foundation
Juli Thompson	Project/Program Specialist	Walton Family Foundation

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

**"BE IT RESOLVED: That the Board of Trustees authorizes the administration to proceed with requests to the State Department of Finance and Administration for allocation of twenty-four (24) provisional positions, shown on the above list, which will be funded by federal, state and private grants."**

## **VII. ACTION AGENDA**

### **H. Sustainable Public Buildings Program and State Buildings Energy Management**

Public Buildings can be built, renovated, and operated using sustainable, energy efficient practices and technologies that save money, reduce negative environmental impacts and improve employee performance. Act 1494 was passed by the General Assembly to show that the State of Arkansas can design and operate its buildings in order to “Lead by Example”. The two programs established by Act 1494 are the Sustainable Public Buildings Program and the State Buildings Energy Management Program.

The main objectives of the Sustainable Public Buildings Program are to:

- Avoid resource depletion of energy, water, and raw materials.
- Prevent environmental degradation caused by facilities and infrastructure throughout their life cycle ; and
- Create buildings that are cost effective, habitable, safe, and productive.

State owned buildings and buildings owned by state institutions of higher education can be improved by establishing specific performance criteria and goals for sustainable, energy-efficient public buildings that are based on recognized, consensual standards with a scientifically proven basis and a history of successful performance. Act 1494 mandates standards exceeding the existing state energy code and plumbing code to reduce utility consumption for projects involving major renovations or new construction in state owned buildings. Act 1494 calls for specifically named institutions of higher education, including University of Central Arkansas, to either develop their own rules or adopt rules promulgated by the Arkansas Energy Office to implement the provisions of Act 1494. Since the Arkansas Energy Office has now issued detailed rules in January, 2011, it is deemed in the University’s best interest to adopt those rules rather than developing virtually identical rules of its own.

Furthermore, on May 28, 2009, Governor Beebe issued an Executive Order to “encourage the reduction of energy consumption by State Agencies and the environmental impact of State Agency operations.” This Order establishes specific long range goals and calls for each agency to develop a Strategic Energy Plan. The Executive Order encouraged other state institutions to participate as well, and to this end the University of Central Arkansas has written and submitted a Strategic Energy Plan to the State of Arkansas in 2009. This Plan outlines the steps to be taken to reduce energy and water use through various policies, projects and purchasing practices. The rules developed by the Arkansas Energy Office also take into account the goals and requirements of the Governor’s Executive Order.

The Arkansas General Assembly authorized the Arkansas Energy Office to promulgate rules as they pertain to Act 1494 of 2009. These rules in adherence with the Administrative Procedures Act, became effective January 1, 2011.

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

**“Be it resolved: That the Board of Trustees, in compliance with Act 1494 adopts for implementation at the University of Central Arkansas the Arkansas Energy Office Rules published in “Energy Efficiency and Natural Resource Conservation in Public Buildings” dated January 1, 2011, and any subsequent amendments to these rules.”**

## VII. ACTION AGENDA

### I. “General Registration and Other Fees” (Board Policy No. 630)

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

All fees requested have been through the student fee proposal process and have received a resolution of support from the Student Government Association.

**Tuition:** \$5.05 per hour increase for undergraduate and \$6.25 increase for graduate.

**Justification:** This change will generate approximately \$1,363,500 in additional revenue for the operating budget and will be applied toward increases in fixed costs. This change equates to a semester increase of \$75.75 for an undergraduate student taking 15 hours and a semester increase of \$56.25 for a graduate student taking 9 hours.

**Student Center/Recreation:** \$0.25 per hour increase for undergraduate and graduate.

**Justification:** The Student Center fee has remained at the same level since 1994. Since that time, services and fixed costs have increased significantly. In order to continue to provide services at the same level, it is necessary to increase the fee charged at this time. The fee increase will generate \$67,500 and equates to a semester increase of \$3.75 for a student taking 15 hours.

**HPER:** \$3.50 per hour increase for undergraduate and graduate.

**Justification:** With current and expected future enrollment in mind, the 2010-11 Student Government Association saw a need and adopted a goal to expand the HPER Center, which will benefit students, staff, faculty, and alumni in the years to come. The fee increase will generate an additional \$800,000 and equates to a semester increase of \$52.50 for a student taking 15 hours. This is the first phase of the fee increase, which will support the HPER expansion. The fee will need to increase again for the funds to support the operational costs and the required funding of the deferred maintenance.

**Writing/Retention:** New fee of \$0.35 per hour for undergraduate and graduate.

**Justification:** The Student Government Association has requested this new fee. It is intended to provide increased tutoring coverage via online tutoring, “by appointment” tutoring, and additional summer/weekend tutoring through the Academic Success Center. The fee will also provide additional materials and technology needed to support students. \$94,500 will be generated, which equates to a semester increase of \$5.25 for a student taking 15 hours.

The total of the aforementioned fees: Tuition (\$5.05 per hour for undergraduate students and \$6.25 per hour for graduate students); Student Center/Recreation (\$0.25 per hour); HPER (\$3.50 per hour); and Writing/Retention (\$0.35 per hour) for a student taking 15 hours is \$137.25 per semester for an undergraduate student and \$155.25 per semester for a graduate student.

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

**“BE IT RESOLVED: That the Board of Trustees adopts the following statement of fees as Board Policy No. 630, “General Registration and Other Fees” effective fall 2011.”**

# UNIVERSITY OF CENTRAL ARKANSAS

## BOARD POLICY

Policy Number: 630

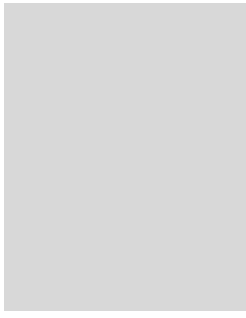
Subject: Fees - General Registration and Others

Date Adopted: 3/94

Revised:

Passim (most recent 5/11)

The current general registration and other required fees for fall 2011/spring 2012/summer 2012 15-credit hours per semester are as follows:

		2011-2012	
UNDERGRADUATE FALL/SPRING		Per Hour	15 Hrs.
General Registration		179.55	2,693.25
Athletic		17.00	255.00
Student Ctr/Recreation		4.25	63.75
Facilities Fee		9.00	135.00
HPER		7.50	112.50
Fine/Performing Arts		2.00	30.00
Cooperative Education		0.50	7.50
Technology		7.50	112.50
Library		3.00	45.00
Writing/Retention		0.35	5.25
Activity Fee	Sem		15.50
SAB	Sem		8.00
AAGE	Sem		5.00
Publicaton	Sem		6.00
Radio Station	Sem		5.00
Access and Security	Sem		27.00
Health Service	Sem		65.00
Total Per Hour and Per Sem		230.65	3,591.25

Out-of-State (Note 1)	179.55	2,693.25
Out-of-State Total	410.20	6,284.50

## UNDERGRADUATE SUMMER

2012

Per Hour 15 Hrs.

### Per Hour Fees

General Registration	179.55	2,693.25
Athletic	17.00	255.00
Student Ctr/Recreation	4.25	63.75
Facilities Fee	9.00	135.00
HPER	7.50	112.50
Fine/Performing Arts	2.00	30.00
Cooperative Education	0.50	7.50
Technology	7.50	112.50
Library	3.00	45.00
Writing/Retention	0.35	5.25
Total Per Hour	230.65	3,459.75

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

## ONLINE UG FALL/SPRING

2011-2012

Per Hour 15 Hrs.

Online Registration	179.55	2,693.25
Online Fee	76.10	1,141.50

Access and Security	Sem		27.00
Health Service	Sem		65.00
Total Per Hour and Per Sem		255.65	3,926.75

		<b>2012</b>	
<b>ONLINE UG SUMMER</b>		<b>Per Hour</b>	<b>15 Hrs.</b>
<b><u>Per Hour Fees</u></b>			
Online		179.55	2,693.25
Registration			
Online Fee		76.10	1,141.50
Total Per Hour		255.65	3,834.75

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

		<b>2011-2012</b>	
<b>GRADUATE FALL/SPRING</b>		<b>Per Hour</b>	<b>15 Hrs.</b>
General Registration		221.25	3,318.75
Athletic		17.00	255.00
Student Ctr/Recreation		4.25	63.75
Facilities Fee		9.00	135.00
HPER		7.50	112.50
Fine/Performing Arts		2.00	30.00
Technology		7.50	112.50
Library		3.00	45.00
Writing/Retention		0.35	5.25
Activity Fee	Sem		15.50
SAB	Sem		8.00
Publicaton	Sem		6.00

Radio Station	Sem		5.00
Access and Security	Sem		27.00
Health Service	Sem		65.00
Total Per Hour and Per Sem		271.85	4,204.25
Out-of-State (Note 1)		221.25	3,318.75
Out-of-State Total		493.10	7,523.00

<b>GRADUATE SUMMER</b>	<b>2012</b>	
	<b>Per Hour</b>	<b>15 Hrs.</b>
<b><u>Per Hour Fees</u></b>		
General Registration	221.25	3,318.75
Athletic	17.00	255.00
Student Ctr/Recreation	4.25	63.75
Facilities Fee	9.00	135.00
HPER	7.50	112.50
Fine/Performing Arts	2.00	30.00
Technology	7.50	112.50
Library	3.00	45.00
Writing/Retention	0.35	5.25
Total Per Hour	271.85	4,077.75

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

<b>ONLINE GRAD</b>	<b>2011-2012</b>	
	<b>Per Hour</b>	<b>15 Hrs.</b>

**FALL/SPRING**

Online		221.25	3,318.75
Registration			
Online Fee		75.60	1,134.00
Access and Security	Sem		27.00
Health Service	Sem		65.00
Total Per Hour and Per Sem		296.85	4,544.75

**2012****ONLINE GRAD  
SUMMER**

**Per Hour                      15 Hrs.**

**Per Hour Fees**

Online	221.25	3,318.75
Registration		
Online Fee	75.60	1,134.00
Total Per Hour	296.85	4,452.75

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

## Explanatory

## Notes:

Note 1 - Out-of-state fees are waived for undergraduate students residing in University Housing beginning with the fall 2007 semester.

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

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

## VII. ACTION AGENDA

### J. **“Division of Outreach and Community Engagement” (Board Policy No. 631)**

The administration proposes the following changes to Board Policy 631:

**Name Corrections:** Change from the Division of Academic Outreach and Extended Programs to the Division of Outreach and Community Engagement.

**Justification:** The changes in this policy simply reflect previously approved name change to the division.

**Fee Structure Change:** Combine the facilities and technology fee with the Distance Education Program fee.

**Justification:** The facilities fee and technology fee are always charged in conjunction with the Distance Education Program fee. This combination will make it easier for students to understand their charges related to the Division of Outreach and Community Engagement but will not increase the amount charged to students. The change will bring the Distance Education Program fee from \$30.50 per hour to \$47.00 per hour before Distance Education Program Fee increase below.

**Distance Education Program Fee/ OCE Program Fee:** Name change from Distance Education Program fee to OCE Program fee and a \$4.10 per hour increase for undergraduate and graduate.

**Justification:** The OCE Program fee is designed to align with the fees charged per hour (excluding tuition) to undergraduate students as stated in Board Policy 630. The fees in Board Policy 630 will increase \$4.10 per hour if approved by the Board of Trustees. This increase will align those fees and bring the total of the OCE Program fee from \$47.00 (after the fee structure change above) to \$51.10 per hour.

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

**“BE IT RESOLVED: That the Board of Trustees adopts the following revisions to Board Policy No. 631, “Division of Outreach and Community Engagement” effective fall 2011.”**

**University of Central Arkansas  
Board Policy**

**Policy Number:** 631

**Subject:** ~~Fees - Academic Outreach and Extended Programs~~ **Division of Outreach and Community Engagement**

8/89, 4/90, 4/92, 3/93, 3/94 5/95, 8/96, 8/97, 2/00, 8/00,  
05/01, 8/01, 3/02, 11/02, 2/04, 5/05, 5/06,

**Adoption Date:** 12/75     **Revision Date:** 8/06, 5/08, 11/09, 5/10

---

**1. Off-Campus Credit Classes**

Except as provided in section 5 of this policy, students enrolling in off-campus credit classes offered through the Division of ~~Academic Outreach~~ **Outreach and Community Engagement** will pay the general registration fee, ~~facility fee, technology fee,~~ access and security fee, and health services fee based on the current Board-approved rates for regularly enrolled students as provided for in Board Policy No. 630; and, as applicable, college-specific fees as provided for in Board Policy No. 639. In addition to the fees listed above, students enrolling in off-campus credit classes offered through ~~Academic Outreach~~ **the Division of Outreach and Community Engagement** will pay a special fee, called an ~~Distance Ed~~ **OCE** Program fee, of ~~\$30.50~~ **\$51.10** per credit hour.

~~Short Term Study Abroad courses administered by the Division of International Affairs are not offered through the Division of Academic Outreach and are not subject to Academic Outreach fees.~~

**2. Instruction Delivered at Remote Locations**

The Division of ~~Academic Outreach and Extended Programs~~ **Outreach and Community Engagement** is authorized to assess a support services fee necessary to recover the costs associated with delivering instruction to remote locations.

Because the fees charged at remote locations vary based on the costs of providing instruction at each remote location, a specific fee cannot be established. However, fees will be assessed only as necessary to recover costs associated with serving these remote locations

**3. On-Campus Credit Classes**

~~Students enrolling in on-campus credit classes offered through Academic Outreach will pay the general registration fee and all mandatory fees at the same rates established for regularly enrolled students in Board Policy Nos. 630 and 639.~~

**4. On-Line Instruction Fee**

Students enrolling in on-line courses will pay an on-line technology fee of \$25.00 per semester credit hour. This on-line instruction fee is in addition to any general registration or other mandatory course fees.

**5. Grant-Funded and Institute Classes**

Students enrolled in grant-funded classes and classes connected with institutes offered through ~~Academic Outreach~~ **the Division of Outreach and Community Engagement** will pay only the general registration fee or other fee(s) required to meet funding criteria.

**6 5. Contract Training and Not-For-Credit Service Fees**

The administration is authorized to establish fees and charges for contract training and not-for-credit events and services that the Division of ~~Academic Outreach~~ **Outreach and Community Engagement** originates and sponsors.

**7 6. Late Payment on External Contracts**

The Division of ~~Academic Outreach~~ **Outreach and Community Engagement** may impose a ten percent late payment fee on contracts with external agencies, groups, or individuals that fail to pay their bills within thirty days of the date of billing.

**8 7. Alumni Association Discount**

UCA Alumni Association members enrolling in non-credit courses originated by ~~Academic Outreach~~ **the Division of Outreach and Community Engagement** will receive a 40% discount.

## VII. ACTION AGENDA

### K. **“Honors College Participation Fee” (Board Policy No. 651)**

The administration proposes the following changes to Board Policy 651:

**Honors College Participation Fee:** \$10 per semester increase.

**Justification:** The Honors College Participation Fee helps finance co-curricular activities designed to enhance the Honors College experience and is paid only by Honors College students. Although costs have risen to provide these activities, the fee has not increased in seven years. This increase will help the Honors College continue to provide educational experiences to some of our brightest students.

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

**“BE IT RESOLVED: That the Board of Trustees adopts the following revisions to Board Policy No. 651, “Honors College Participation Fee” effective fall 2011.”**

UNIVERSITY OF CENTRAL ARKANSAS  
BOARD POLICY

Policy Number: 651

Page 1 of 1

Subject: Fees - Honors College Participation Fee

Date Adopted: 5/04 Revised: 08/10, 05/11

~~2004 – 2005 (per semester) —~~

Seniors	\$ 20.00
Juniors	\$ 20.00
Sophomores	\$ 50.00
Freshmen	\$100.00

~~2005 – 2006 (per semester) —~~

Seniors	\$ 20.00
Juniors	\$ 50.00
Sophomores	\$100.00
Freshmen	\$100.00

~~2006 – 2007 (per semester) —~~

Seniors	\$ 50.00
Juniors	\$100.00
Sophomores	\$100.00
Freshmen	\$100.00

~~Fall 2007 and Future (per semester) —~~

Seniors	\$100.00
Juniors	\$100.00
Sophomores	\$100.00
Freshmen	\$100.00

The Honors College Participation fee is set at \$110 per semester. This fee will not be covered by scholarship.

## VIII. ACTION AGENDA

### **L. Exploration of Potential Property Disposition**

In 2000, the University of Central Arkansas issued bonds to construct a facility known as College Square Retirement Community. The facility is located at the corner of College Avenue and Farris Road and houses individuals 55 and older who are living independently. The balance remaining on the original \$8.1 million debt was refinanced in 2006 and has \$7.3 million outstanding with a maturity date of 2030.

The facility was operated by a third party management company until 2004, when the operation became part of the UCA Housing Office. There are 100 apartments, including one guest apartment, with a current occupancy rate of 96%. College Square has 97,411 interior square feet and provides a large dining room, recreation room, community kitchen, a garden location on the sunroof, beauty salon, laundry room, computer/media room and community room.

College Square has been the topic of critical interest from the state legislators on two recent occasions with additional follow-up from Legislative Review. For this reason, the administration is asking the Board to consider exploring options for the future of College Square. This exploration could include a variety of options, from maintaining the current arrangement, up to and including, a competitive bid for its sale. The administration will bring their recommendations to the Board.

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

**“BE IT RESOLVED: That the Board of Trustees authorizes the administration to explore options and considerations for the property known as College Square Retirement Community. It further authorizes the administration to utilize certain means to determine the future of the facility up to and including accepting competitive bids for the sale of the property.”**

## **VII. ACTION AGENDA**

### **M. Operating Budget 2011-12**

The budget is based on the approval of the changes presented in tuition and fees along with flat enrollment, state funding held relatively constant to FY11 and the previously-approved rates for room/board. The departmental expense budgets are held to FY11 levels. One of our primary areas of focus for FY12 is to continue rebuilding the university reserves.

The budget totaling \$159,931,091 is an increase of \$2,833,161 from the current revised budget, a 1.80% increase.

### **Major Components of Sources**

A. The E&G Tuition and Fee budget comprises 42.28% of the total budgeted revenue and is based on flat enrollment. The total Tuition and Fees, including Auxiliary units' proposed increase, is \$9.15 per hour, or 3.97%. Broken down, these amounts are \$3.50 per hour for the HPER Fee, \$ .25 per hour for the Student Center, \$ .35 new Writing/Retention Fee and \$5.05 per hour for general tuition, the latter of which will generate approximately \$1,363,500.

B. The State Appropriation budget represents 35.52% of the total budgeted revenue and is comprised of Revenue Stabilization Act (RSA) of \$52,561,560 and Educational Excellence Trust Fund (EETF) of \$4,241,423. RSA includes Category B money of \$589,185, all of which is budgeted in a contingency as this money may not materialize.

C. Auxiliary Income's major components are Housing and Food Service, which will see an approximate 3% increase as passed at the February board meeting. As mentioned earlier, HPER Center has proposed a \$3.50 per hour increase and the Student Center has proposed a \$ .25 per hour fee increase. Other major components include Athletics, Student Health Center and others, which are not requesting an increase for fiscal year 2012.

### **Major Components of Uses**

A. Salaries and benefits together make up 57.17% of the operating budget for E&G and Auxiliary, which is on par with industry standards. The university is not proposing a salary increase for faculty and staff in the 2012 budget due to the uncertainty of State Appropriation B and the decline in enrollment. However, we are pleased that during the 2010-2011 year the university was able to fund a modest cost of living adjustment to faculty and staff.

B. Scholarships and fee waivers make up another 13.97% of the budget. While still above industry standards, this percentage is coming down steadily based on the scholarship plan of the university committees.

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

**“BE IT RESOLVED: That the Board of Trustees approves the 2011-12 operating budget totaling \$159,931,091.”**