

The Board of Trustees of the University of Central Arkansas convened in a called teleconference meeting at 11:30 a.m., Friday, March 7, 2014, with the following officers and members present:

Chair:	Ms. Kay Hinkle
Vice Chair:	Mr. Brad Lacy
Secretary:	Ms. Shelia Vaught
	Mr. Bunny Adcock
	Mr. Victor Green
	Mr. Bobby Reynolds

Ms. Elizabeth Farris was absent.

ACTION AGENDA

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 any time, in excess of \$250,000; or (ii) any contract with a term exceeding one year, unless the Office of General Counsel certifies, in writing, that the contract may be terminated by the university on the giving of written notice of 90 days or less.

The administration is seeking board approval for the following contracts:

- Agreement between the University of Central Arkansas and Russ Pennell, head coach of the UCA men’s basketball program.
- License and Service Agreement between the University of Central Arkansas and Blackboard.

The following resolution was unanimously adopted upon motion and second. Bobby Reynolds made the motion for Russ Pennell’s contract with a second by Bunny Adcock; Bunny Adcock made the motion for the Blackboard contract with a second by Victor Green.

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

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

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

SUMMARY

1. Parties: University of Central Arkansas and Russ Pennell.
2. Purpose: Agreement to employ Russ Pennell as the head men's basketball coach for the University.
3. Term: The term of the agreement is for a period of four basketball seasons, commencing on April 1, 2014, and expiring on March 31, 2018.
4. University Funds to be paid: \$135,000 annual salary paid from university funds.
5. Funds Received: None
6. Public Bid/Purchasing Approval: No bid or purchasing requirements involved.
7. Special Provisions/Terms/Conditions: The university may terminate the coach's employment for cause, as well as for convenience. If the university terminates for convenience, the university must pay Mr. Pennell \$7,000 per month for the remaining term of the agreement but shall not be responsible for any other sum representing income or benefit. After termination, any amounts paid to Mr. Pennell shall be reduced by any amount he receives during the remaining term of the agreement from employment by, or compensation from, any other person or entity.

Mr. Pennell may terminate this agreement by providing written notice to the university. If he terminates the agreement (a) with three years remaining on the term, he must pay the university \$75,000, (b) with two years remaining on the term, he must pay the university \$35,000, and (c) with one year remaining on the term, he must pay the university \$20,000. Further, if he terminates the agreement and obtains employment with another participant of the conference within one year, he must make an additional payment to the university of \$150,000.
8. Approval/Notification to UCA Foundation: President of the UCA Foundation must sign the agreement, acknowledging that the president has read the employment agreement and understands there are provisions concerning payments to Mr. Pennell from private sources.

Form prepared by: Warren Readnour

Date: March 5, 2014

UNIVERSITY OF CENTRAL ARKANSAS

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

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

SUMMARY

1. Parties: University of Central Arkansas and Blackboard.
2. Purpose: License and Service Agreement for Blackboard Learn, which is used to deliver online courses for distance education.
3. Term: The term of the agreement is for a period of five years, commencing on July 1, 2014, and expiring on June 30, 2019.
4. University Funds to be paid: \$413,044.92.
5. Funds Received: None.
6. Public Bid/Purchasing Approval: No additional requirements involved. This was a sole source original purchase software license renewal.
7. Special Provisions/Terms/Conditions: The funds are to be paid in installments over the five year period. The university, however, may terminate early by giving 90 days written notice.
8. Approval/Notification to UCA Foundation: N/A.

Form prepared by: Warren Readnour

Date: March 5, 2014

Property Acquisition – 1920 South Boulevard, Conway, Arkansas

Mr. Donald Shapley contacted the university about purchasing property located at 1920 South Boulevard. Mr. Shapley and his wife, Redona, own the house, which is approximately 1,700 square feet and 60 years old. The property is in a prime location on South Boulevard and is an area that the university needs to acquire for future development. The house was appraised for \$105,000 as of January 31, 2014.

The university has signed an offer and acceptance with the sellers for \$100,000. A copy of the signed agreement is attached. The closing of the proposed acquisition is conditioned upon the approval of the Board of Trustees.

The following resolution was unanimously adopted upon motion by Bunny Adcock and second by Victor Green:

“BE IT RESOLVED: That the Board of Trustees approves the transaction described above with Donald and Redona Shapley for the sale and purchase of a house with a street address of 1920 South Boulevard, Conway, Arkansas, for the sum of \$100,000, and the president and such other officials of the University of Central Arkansas, as the president may from time-to-time designate, are hereby authorized and directed to enter into and execute such other documents, agreements and instruments as are necessary and required to consummate the foregoing purchase.”



February 27, 2014
Hand Delivered

Donald and Redona Shapley
1920 South Boulevard
Conway, AR 72034

RE: OFFER & ACCEPTANCE – 1920 South Boulevard, Conway, AR 72034

Dear Mr. and Mrs. Shapley:

Subject to the satisfaction of all of the provisions and conditions set forth herein, the University of Central Arkansas (“**Buyer**”) offers to purchase from Donald and Redona Shapley (“**Sellers**”) the property described below for the sum of One Hundred Thousand Dollars (\$100,000), plus the Buyer’s share of the closing costs.

The property subject to this offer and acceptance is a house and lot located at 1920 South Boulevard, Conway, Arkansas, 72034, and is more particularly described as follows:

The South 115’ of Lots 10 & 11 and all of Lot 12, Block 70, Boulevard Addition to the City of Conway, Arkansas.

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

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

1. The closing date will occur at a mutually acceptable date to be agreed upon by both parties, but shall occur not later than April 11, 2014;
2. Buyer shall be entitled to possession of the Property at closing;
3. A policy of title insurance satisfactory to Buyer, insuring unencumbered fee simple title to the Property in Buyer as of closing shall be procured and paid for by Sellers;

4. Sellers shall deliver at closing (a) a warranty deed in standard form conveying fee simple absolute title to the Property (and any mineral interests owned by Seller), free from all liens, claims or encumbrances of any kind with the grantee being "The Board of Trustees of the University of Central Arkansas" and (b) an assignment of any leases and all rents from the Property, if any;
5. Any and all taxes or assessments on the Property for the current year will be prorated at closing. Sellers shall be responsible for all real property taxes for previous years;
6. Buyer and Sellers will share the cost of closing fees and document preparation. No revenue stamps shall be required due to an exemption under Arkansas law for conveyances by or to a state agency (Buyer);
7. If any personal property shall be stored or situated on the Property, the same shall be removed prior to closing;
8. Sellers represent and warrant to Buyer that Sellers are the sole owner of the Property, and no other person or entity has any form of ownership interest in, or right to use or occupy the Property, and further, that Sellers are in sole and exclusive possession of the Property, except for leases, copies of which have been delivered to representatives of Buyer;
9. Sellers represent and warrant to Buyer that all liens against the Property and all money owed on the Property, if any, are the responsibility of Sellers, and if existing will be satisfied and paid in full at, or prior to, closing;
10. Sellers represent and warrant to Buyer that there are no unrecorded rights-of-way for roadway, utilities or other matters affecting the Property;
11. Sellers represent and warrant to Buyer that there is no loss arising from oil, gas, or other minerals conveyed, retained, or assigned, or from any other activity concerning sub-surface rights or ownership of the subject property, including but not limited to the right of egress or ingress for said sub-surface purposes;
12. Sellers represent and warrant to Buyer that there are no proceedings, either pending or threatened, which, if decided adversely to Sellers, would constitute a lien on the Property; nor are there any money judgments entered by a court against Sellers that constitute a lien on the Property.
13. Sellers represent and warrant to Buyer that there are no unrecorded contracts of sale, options to purchase, or any other kind of agreement with any person or entity, affecting the Property;

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14. Sellers shall be responsible for all risk of loss to the Property and improvements thereon (if any) prior to closing;
15. If Buyer desires to have a survey of the Property performed prior to closing, Sellers agree to cooperate in having the survey performed. Any survey shall be at the expense of Buyer;
16. Sellers represent and warrant that to the best of Sellers' knowledge, no hazardous wastes or materials of any kind have been generated, produced or stored upon the Property, and that to the best of Sellers' knowledge, no such hazardous wastes exist today on the Property; and
17. Sellers shall complete and deliver, prior to closing, the attached "Disclosure Form" which will become part of the Offer and Acceptance document. Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of the contract. Any contractors, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Buyer.
18. Buyer's obligations under this agreement are expressly conditioned upon the prior approval of the Board of Trustees of the University of Central Arkansas. This agreement and Buyer's obligations hereunder shall not be a valid and binding legal obligation of Buyer until approved by resolution duly adopted by the Board of Trustees of the University of Central Arkansas.

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

This offer shall terminate and be of no effect unless it is signed by Sellers, and delivered to Warren Readnour, General Counsel, by 4:30 P.M. Central Time on Friday, March 7, 2014.

Sincerely,


Tom Courtway
President

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ACCEPTANCE BY SELLERS

The offer set forth above and all terms and conditions are hereby accepted on this 28 day of FEBRUARY, 2014, at 1:00 (A.M. or P.M.).

Donald and Redona Shapley

By: Donald Shapley

By: Redona Shapley

There being no further business to come before the Board, the meeting was adjourned upon motion by Brad Lacy and second by Victor Green.

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

Kay Hinkle, Chair

Shelia Vaught, Secretary