

The University of Central Arkansas Board of Trustees convened in a called meeting at 7:00 p.m., Wednesday, November 2, 2016, in the Board of Trustees Conference Room with the following officers and members present:

Chair: Ms. Shelia Vaught  
Vice Chair: Ms. Elizabeth Farris  
Secretary: Mr. Joe Whisenhunt  
Mr. Bunny Adcock  
Mr. Victor Green  
Ms. Kay Hinkle  
Mr. Brad Lacy

Elizabeth Farris made the following motion:

I move that we appoint Houston D. Davis as the 11<sup>th</sup> president of the University of Central Arkansas and that we approve the contract that has been circulated, with a start date to be determined.

The motion passed unanimously upon second by Brad Lacy.

### **ADJOURNMENT**

There being no further business to come before the board, the meeting was adjourned upon motion and second.

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

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**Shelia Vaught  
Chair**

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**Joe Whisenhunt  
Secretary**

**EMPLOYMENT AGREEMENT**  
**for**  
**PRESIDENT**

This Employment Agreement (“Agreement”) is made by and between the Board of Trustees (“Board”) of the University of Central Arkansas (“University”) and \_\_\_\_\_ (“President”).

1. Term of Appointment. The Board hereby appoints and employs \_\_\_\_\_ as the President of the University for a period of five (5) years, commencing on January 1, 2017, and expiring on December 31, 2021, subject to the terms and provisions set forth herein.
2. Duties and Responsibilities. The President shall devote his/her best efforts to carry out the responsibilities of President as required by State and Federal law, by this Agreement, and by custom and practice performed by a university president of a public institution of higher education, including without limitation, the performance of all duties and responsibilities of President as set forth in the position description, policies of the Board as are now or hereafter adopted, and such other duties and responsibilities as from time-to-time may now or hereafter be assigned to the President.

The President agrees to faithfully, industriously, and with the maximum application of experience, ability and talent, devote his/her full-time attention and energies to the duties of President of the University.

3. Salary. For all services rendered under this Agreement, the Board shall pay the President an annual salary of \$307,330, which shall be paid from state funds. The salary shall be paid to the President in equal installments twice each month in accordance with the normal payroll policies of the State and the University, and subject to such deductions as may be required by applicable State and Federal law. The President’s salary may be increased from time to time in subsequent years and shall be set forth, in writing, as an amendment to this Agreement.

An additional amount of compensation in the amount of forty-thousand (\$40,000) shall be paid by the University of Central Arkansas Foundation, Inc. (“Foundation”).

4. Taxes. The President shall be responsible for any and all taxes on all compensation received as a result of this Agreement.
5. Benefits. The President shall be entitled to participate in all employment-related benefits regularly afforded benefits-eligible employees and to have his/her portion thereof paid the same as other University employees. These benefits shall include annual leave, sick leave, health insurance, disability insurance, life insurance, and employer-paid contributions to TIAA or other approved retirement programs adopted by the Board; and such other benefits available to benefits-eligible employees as may be approved from time to time by the Board. All such benefits shall be provided in accordance with Board

policies, State and Federal laws, and are subject to change from time to time by the Arkansas General Assembly, the Board, and/or the University. President shall be credited with 120 hours of annual leave and 40 hours of sick leave upon initial employment and shall accrue sick leave at the rate of 8 hours per month and annual leave at the rate of 15 hours per month.

6. Housing. The Board shall provide the President a house located at 140 Donaghey Avenue, Conway, Arkansas. The President shall be required to live in the house due to the substantial benefits that accrue to the Board and the University by virtue of his/her doing so. In recognition of the official use of the President's House, the Board shall provide a housekeeper, grounds maintenance, all utilities, upkeep of the residence, and furnishings as may be mutually agreed upon. The provision of a housekeeper and of grounds maintenance shall be on a reasonable basis at the discretion of the Board. Any personal effects or furnishings of the President shall be insured separately by him against risk of loss.

The President shall make the public areas of the President's House (140 Donaghey Avenue) and grounds available for scheduled events throughout the year to entertain visitors, guests, alumni, and friends of the University, to raise funds, to host students, faculty, and staff and for other appropriate purposes. Expenses relating to these activities shall be paid from an appropriate fund.

7. Vehicle Allowance. The parties acknowledge that while serving as President, the President must travel to further the interests of the University. Accordingly, the President shall be given a vehicle allowance of seven hundred fifty dollars (\$750.00) per month, which shall be paid by the University of Central Arkansas Foundation, Inc., or provided the use of a mutually agreeable vehicle by the Foundation. Expenses related to the maintenance and operation of the vehicle will be borne solely by the President.
8. Tenure. The President shall have tenure as a faculty member at the University of Central Arkansas at the faculty rank of Professor.
9. Other Benefits. The Foundation agrees, upon approval of its Board of Directors, to provide and pay for the President discretionary monies from such private sources for ordinary and necessary travel and entertainment expenses normally associated with a university president.
10. Outside Employment. The President shall not, in the absence of prior written permission from the Board, engage in any employment or consultation, and shall not engage in any activity that may be competitive with or adverse to the best interest of the University.
11. Professional Dues, Meetings, and University Travel. The President is encouraged to attend educational conferences, conventions, courses, seminars, and other similar professional growth activities as long as they do not interfere with the proper discharge of duties. The Board shall provide for the President's reasonable and necessary expenses when the President is traveling on University business in accordance with State law and

applicable University rules and regulations. When the presence of the spouse of the President is required to assist the President in carrying out his/her official duties while he/she is traveling, the Board or Foundation shall provide for the spouses reasonable and necessary expenses in accordance with State law and applicable University rules and regulations.

12. Expense Receipts and Documentation. The President shall maintain and furnish an accounting of expenses provided for in this Agreement as required by State law and applicable University rules and regulations.
13. Facilities. The Board shall furnish the President with a private office on campus, secretarial assistance, and such other facilities and services suitable to the position and adequate for the performance of the duties expected of the President as contemplated by this Agreement.
14. Evaluation. Prior to July 1 of each year, the Board shall annually evaluate the President and discuss the evaluation with him/her in an executive session meeting of the Board. To aid the Board in such annual job performance review, the President agrees to furnish such oral and written reports as may be required by the Board.
15. Termination for convenience. Either the Board or the President may terminate this Agreement for any reason, subject only to the requirement that the terminating party provide the other party with a minimum of ninety (90) days written notice. In such event, the President shall be entitled to receive the unpaid salary and benefits outlined in this Agreement prorated through the effective date of termination/resignation. The President shall have the right to assume his/her position as a tenured professor at a salary of fifty percent (50%) of the salary at the time of termination/resignation. Upon termination for convenience, the University shall pay as severance to the President an amount equal to one year of salary based on the salary at the time of termination. Such sum may, at the discretion of the University, be paid in installments or in a lump sum. The President shall vacate the President's House no later than the effective date of termination/resignation.
16. Termination for cause. In the event the Board terminates the President's employment "for cause" during the term of this Agreement, the President's employment shall immediately terminate, and he/she shall only receive the unpaid salary prorated through the effective date of termination, unless otherwise required by law. Upon termination "for cause", the President shall have thirty (30) days to vacate the President's House.

In addition to any of its normally understood meanings in employment contracts, "for cause" shall include the following:

- a. Disability or incapacity of the President which renders him/her incapable of carrying out the duties of President;
- b. Misconduct includes, but is not limited to, a deliberate or serious violation of any law, rule, regulation, constitutional provision, or policy of the University, or local,

state or federal law; demonstrated dishonesty; any conduct that constitutes moral turpitude, or that may bring public disrespect, contempt, ridicule, and/or reflects adversely on the President's fitness to serve;

- c. Failure, refusal, inability, or unwillingness, not as a consequence of any illness, accident, or disability, to perform the required duties, in good faith and to the best of the President's abilities in a manner reasonably satisfactory to the Board.

The President agrees that if this Agreement is terminated for cause, the tenured faculty member position granted pursuant to Paragraph 8 shall also immediately terminate, and any appeal rights regarding tenure provided by the University of Central Arkansas Faculty Handbook or otherwise shall be and hereby are waived.

17. Death and Disability. This Agreement shall terminate automatically upon the death of the President. In the event the President shall become totally and permanently disabled as determined by the University's disability insurer during the term of this Agreement, the Board shall continue to provide salary and all benefits set out herein until such time as the President shall receive disability payments under a long-term disability insurance policy maintained by the University.

During the waiting period for any such disability, the Board may reassign the President to a position of equal salary and benefits. The Board's obligation to the President shall cease at the termination of the waiting period (expressed as a period of days), which may appear in the group disability policy under which the President is covered, but only if the payments to the President under such policy commence at the termination of any such waiting period.

18. Payroll Deductions as Offset. Upon termination of this Agreement, the University may deduct from salary payments any amounts due to the University for reimbursements not made for improper expenditures and/or materials not returned.
19. Modification. No waiver, discharge, or modification of a provision of this Agreement is valid unless it is evidenced by a writing signed by, or on behalf of, the party against whom the waiver, discharge, or modification is sought to be enforced.
20. Severability. If any of the provisions of this Agreement are declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. Notwithstanding, the unenforceability or invalidity of any provision shall not affect any other provisions of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced as if such provision had not been included or modified as provided above.
21. Applicable Law and Interpretation. This Agreement is made under and shall be interpreted according to the laws of the State of Arkansas. This agreement has been freely negotiated between the parties, and any rule to the effect that an agreement shall

be construed against the drafting party shall have no application to this Agreement. Nothing herein shall be construed as waiving the sovereign immunity of the University.

22. Availability of Funds. Payment of salary and other benefits from public funds for each succeeding year beyond the current fiscal year is expressly made contingent upon the annual appropriation and funding by the Arkansas General Assembly.
23. Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Except as set forth herein, the provisions of this Agreement supersede any and all other agreements and understandings whether oral or written, with respect to the President's employment. Any amendments or alternative or supplementary provisions to this Agreement must be made in writing and duly executed by the authorized representative or agent of each of the parties.
24. Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party to any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. A waiver of a breach of any provision of this Agreement is not a waiver of any other breach of a provision. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. A breach of any representation, warranty, or covenant shall not be affected by the fact that a more general or more specific representation, warranty or covenant was not also breached.
25. Non-Assignable. This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.
26. Headings. The paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement.
27. Board Policy 416. The UCA Contract Rider pursuant to Policy No. 416 of the Board of Trustees of the University of Central Arkansas is incorporated herein by reference as if set out word for word and shall be a part of this Agreement.
28. Binding Effect and Authority. This Agreement binds and is for the benefit of the University and its successors, assigns, and legal representatives and of the President and his heirs, assigns, and personal representatives. Each party warrants and represents that it has the full right, power, and authority to enter into this Agreement.
29. Moving Expenses. The University shall pay the moving expenses of the President as permitted by A.C.A. 19-4-522(e).

30. Deferred Compensation. At the option of the President, the University will establish an account in the form of a Plan of Deferred Compensation for the President. If the President elects a Plan of Deferred Compensation, the terms of such Plan of Deferred Compensation will be more fully described in a separate document to be executed by the parties. The President may choose to receive all or a portion of the compensation to be paid by private funds as part of a Plan of Deferred Compensation.

Executed by the parties on the dates set forth below.

PRESIDENT

BOARD OF TRUSTEES  
UNIVERSITY OF CENTRAL  
ARKANSAS

\_\_\_\_\_  
Date: \_\_\_\_\_, 2016

\_\_\_\_\_  
Shelia Vaught, Chair  
Date: \_\_\_\_\_, 2016

**ACKNOWLEDGMENT BY UCA FOUNDATION, INC.**

I, Kale Gober, President of the UCA Foundation, Inc., an Arkansas non-profit corporation, hereby acknowledge that I have read the foregoing Employment Agreement and understand there are provisions set forth therein concerning payments from private sources.

\_\_\_\_\_  
Kale Gober, President  
UCA Foundation, Inc.

Date: \_\_\_\_\_, 2016.