

Following appropriate notice to members of the press, the Board of Trustees of the University of Central Arkansas met via telephone conference at 3:00 p.m. Tuesday, December 4, 2001. The following trustees participated in the call:

Chair:	Mr. Randy Sims
Vice Chair:	Mr. Rush Harding
Secretary:	Mr. Kelley Erstine
	Mrs. Elaine Goode
	Mr. Rickey Hicks
	Mr. Scott Roussel
	Mr. Dalda Womack

There being a quorum of the Board, the following business was transacted:

#### **EXECUTIVE SESSION**

Executive session, for the purpose of considering a personnel matter, was declared unanimously upon motion by Mr. Harding with a second by Mr. Hicks.

#### **OPEN SESSION**

The Board of Trustees and Dr. Winfred Thompson desire to enter into an agreement resolving all issues of Dr. Thompson's employment relationship with the university. Dr. Thompson has served the university for approximately fourteen years. Earlier this year, Dr. Thompson announced his intent to resign as president and begin a previously approved one-year sabbatical on July 1, 2002. The Board and Dr. Thompson desire for this sabbatical to begin January 1, 2002, and the Board waives the expectation that Dr. Thompson will return to the university at the end of the sabbatical.

The attached separation agreement and release resolves all issues related to Dr. Thompson's employment relationship with the university. The payments specified in the separation agreement and release, except for the amounts specified in the deferred compensation plan, shall be drawn from the Board of Trustees Endowment. This endowment was established by the Board of Trustees in 1996 and consists of excess revenue from auxiliary services that has been set aside on an annual basis, and accumulated interest eas e

**“BE IT RESOLVED: THAT THE BOARD OF TRUSTEES ADOPTS THE ATTACHED SETTLEMENT AGREEMENT AND RELEASE RESOLVING ALL ISSUES RELATED TO WINFRED L. THOMPSON’S EMPLOYMENT RELATIONSHIP WITH THE UNIVERSITY; AND**

**BE IT FURTHER RESOLVED: THAT THE PAYMENTS SPECIFIED IN THE SETTLEMENT AGREEMENT AND RELEASE, EX**

## SEPARATION AGREEMENT AND RELEASE

### Recitals

A. This Separation Agreement and Release (hereinafter "Agreement") is made by and between Dr. Winfred L. Thompson (hereinafter "Dr. Thompson") and the University of Central Arkansas (hereinafter "University") through its Board of Trustees. Dr. Thompson and the University may be referred to as "Parties" or as a "Party" to this Agreement.

B. Dr. Thompson commenced employment as President of the University of Central Arkansas on April 01, 1988, and will end employment on December 21, 2001. The University and Dr. Thompson wish to settle and resolve all issues or matters relative to or concerning the recruitment, hiring, employment, or separation from employment of Dr. Thompson with the University. The parties wish to enter into a written agreement to govern the settlement and resolution of any and all issues or matters.

### Terms

In consideration of the agreements and undertakings described in this Agreement, the receipt and sufficiency of which is hereby acknowledged, both Dr. Thompson and the University agree to the following terms.

1. *Termination of Employment:* Dr. Thompson's employment with the University will terminate at 4:45 p.m. on December 21, 2001.

2. *Release:*

(a) Subject to Dr. Thompson's rights to enforce the terms and conditions of this Agreement, Dr. Thompson releases and forever discharges the University, each trustee, agent, employee, and officer of the University, from any and all claims, demands, actions, causes of action, civil rights claims, state or federal lawsuits, unemployment compensation claims, administrative claims, claims commission claims, debts, demands for sums of money or damages of any nature whatsoever, claims to any employment-related benefits such as retroactive pay, holidays or insurance benefits, claims for attorney's fees, costs, including any claims under federal and state civil rights statutes, and all other demands of any nature or description in law or in equity, known or unknown, for any relief, including, without limitation, economic and non-economic losses or damages on account of, or in any way arising from, or as a result of any act, omission, or event relating to the hiring, employment, resignation, and termination from employment of Dr. Thompson with the University. Dr. Thompson





prior to any or all payments being made under this paragraph, any remaining amounts will be paid to his estate. In that event, within seven calendar days of receipt of each payment, Dr. Thompson's estate will make a \$25,000.00 gift to the University of Central Arkansas Foundation, Inc. to be designated in a manner determined by the estate.

7. *Fringe Benefits:* On or about July 01, 2003, the University will consider Dr. Thompson a benefits-eligible retiree.

8. *Presidential House:* Dr. Thompson shall be entitled to reside in the Presidential House through February 28, 2002, at the University's expense.

9. *Automobile Allowance:* Dr. Thompson shall be entitled to receive the current automobile allowance provided through December 21, 2001.

10. *No Other Monetary Compensation:* The University will not pay to or for the benefit of, nor provide to or for the benefit of Dr. Thompson any amounts, sums, or contributions other than those described in this Agreement. Dr. Thompson waives and relinquishes any and all claims for annual leave.

11. *Title and Successor:* Until and including December 21, 2001, Dr. Thompson will maintain and be entitled to the use of the title of President. Effective December 21, 2001 at 4:45 p.m., all chief operating officer duties and executive power for the operation of the University will be vested in such individual(s) as the Board of Trustees designates.

12. *Official Statement and Reference Letters:* On a mutually agreed upon date, the University will announce that Dr. Thompson has submitted his resignation as President, effective at 4:45 p.m. on December 21, 2001, to pursue other professional opportunities. The announcement of Dr. Thompson's resignation will contain the following: (a) a listing of Dr. Thompson's accomplishments while at the University; (b) a statement from the Board of Trustees that extends its' and the University's appreciation to Dr. Thompson for his years of service to the University; (c) a statement from Dr. Thompson that extends his appreciation to the University and its Board of Trustees for having had the opportunity to serve as President of the University for approximately fourteen years. The parties will mutually prepare and agree upon the exact wording of the official statement. In reference letters and responses to direct inquiries, the University will state that Dr. Thompson has submitted his resignation as President to pursue other professional opportunities, effective at 4:45 p.m. on December 21, 2001.

13. *Mutual Non-Disparagement*: Dr. Thompson agrees that in discussing his relationship with the University he shall not disparage, discredit or otherwise treat the University, its officials or employees, in a detrimental manner. The Board of Trustees agrees that in discussing the University's relationship with Dr. Thompson that it shall not disparage, discredit or otherwise treat Dr. Thompson in a detrimental manner.

14. *Notice*: Unless otherwise specified, written notice to be provided under the terms of this Agreement shall be personally delivered or sent by certified or registered mail, return receipt requested, and postage fully prepaid, addressed as follows:

If to the Board of Trustees to: Mr. Randy Sims, Chairman  
Board of Trustees  
First State Bank  
P.O. Box 966  
Conway, AR 72033

If to Dr. Thompson to: Dr. Winfred L. Thompson  
1022 Oak Street  
Conway, AR 72032

15. *Entire Agreement, Incorporation, and Supersession*: This Agreement contains and comprises the entire understanding of the parties, and it incorporates the employment agreement and deferred compensation plan previously referenced, and subsequent amendments to one or both documents dated May 08, 1998, May 07, 1999, May 05, 2000, and May 07, 2001. This Agreement supersedes any documents, terms, letters, or any other provisions relating to Dr. Thompson's employment with the University, including, without limitation, published and unpublished employment policies, handbooks, procedures, programs and plans authorized by the University to the extent they are in conflict with this Agreement. This Agreement supersedes any and all prior understandings or agreements between the parties, and there are no additional promises, representations, terms, or provisions.

16. *Limitation of Applicability*: Dr. Thompson understands that he may revoke this Agreement for a period of seven days after signing it. To be effective, the revocation must be in writing and delivered to the individual who executed this Agreement on behalf of the University. This Agreement will not become effective or enforceable until this seven-day period has expired. If this Agreement is not revoked within the seven-day period, it will be fully enforceable without any further affirmative action by either party.

17. *No Admission of Liability*: The parties agree that nothing contained in this Agreement and no actions taken by any party with respect to this Agreement will be construed as an admission by any party of any liability, wrongdoing, or obligation. The parties understand and acknowledge that this Agreement is intended merely to avoid issues or matters and the expenditure of costs and attorneys fees.

18. *Severability and Binding Effect*: Each provision of this Agreement is intended to be



\_\_\_\_\_  
Dr. Winfred L. Thompson  
President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mr. Randy Sims, Chairman  
Board of Trustees  
University of Central Arkansas

\_\_\_\_\_  
Date

STATE OF ARKANSAS )  
                                  ) ss  
COUNTY OF FAULKNER)

Subscribed and sworn to before me, a Notary Public, on this the \_\_\_\_\_ day of December, 2001.

\_\_\_\_\_  
Notary Public

My Commission expires:

\_\_\_\_\_

**Mr. Hicks nominated Dr. John Smith, Vice President for Financial and Administrative Services, as Interim President. The nomination was seconded by Mr. Roussel and passed unanimously by roll call.**

Mr. Sims announced that a special Board meeting will be held at noon Wednesday, December 12, 2001, at Crews and Associates, Inc. in Little Rock.

President

**OFFICIAL STATEMENT BY WINFRED THOMPSON**

Since April 1, 1988, I have had the privilege and honor to serve as the seventh president of the University of Central Arkansas. Mrs. Thompson and I will always be grateful to the Board of Trustees for their guidance, and to faculty, staff, students, and alumni for making our years here so rewarding and enjoyable. The kindness

- (c) Increase in student enrollment while simultaneously improving the quality of student attending UCA. Increase in the average ACT score from approximately twenty (20) to approximately twenty-three (23);
- (d) A significant increase in operating money for the university;
- (e) Increase in salaries and benefits for faculty and staff;
- (f) Expansion of the Honors College and the development of the Residential College concept;
- (g) Development of the Office of International Programs to bring students from abroad, and for developing study abroad opportunities for UCA students, including the campus in Maastricht, the Netherlands;
- (h) Development of programs in the arts, benefiting the university, the community and the state; and
- (i) Doctoral programs in School Psychology and Physical Therapy.

The Board of Trustees extends its and the University's appreciation to Dr. Thompson for his approximately fourteen (14) years of service to the University, and for the many goals he has accomplished during his tenure. These accomplishments have elevated the University of Central Arkansas to the standing it holds in the higher education community within the State of Arkansas and beyond. The Board of Trustees and the University wish Dr. Thompson much success as he moves on to new professional opportunities.

Dr. Thompson extends his and Carmen's appreciation to the Board of Trustees and the University for having had the opportunity to serve as President. Dr. Thompson wishes the University well in its search for a new president, and expresses his confidence that his successor will serve the University well during this interim period.