

The Board of Trustees of the University of Central Arkansas convened in regular meeting at 4:30 p.m., Monday, April 2, 2012 in the McCastlain Hall Ballroom with the following officers and

date of the original investment. A table is attached showing the unamortized principal balance and accrued interest as of June 1, 2012.

2011 Request for Proposals: Because the 2005 food service management agreement was to expire in May, 2012, Requests for Proposals (RFPs) were issued in the latter part of 2011 for food services. The response deadline was January 26, 2012. Based upon an internal review of the existing agreement and computations related to the accrued interest calculations, the administration determined that the bid documents should be revised, additional questions asked of potential bidders, and the response deadline extended. The new response deadline was February 9, 2012.

Two proposals were received. One was from Aramark and the other was from Sodexo.

A committee of twelve (12) persons from a cross-section of the campus was selected by the Office of Purchasing to evaluate the two food service proposals. The committee had student, staff and faculty representation. The committee was unanimous in its decision that negotiations should be entered into with Aramark.

In addition, the financial aspects of the two proposals were analyzed by three professors from the UCA College of Business (Drs. Tammy Myers, Mike Casey and Don Bradley) and this group concluded that the Aramark proposal was the better of the two from a financial standpoint.

Proposed New Food Service Management Agreement with Aramark: Based upon the committee's recommendation, the admin

These are set forth on the attached chart. Under the proposed agreement, any remaining balances will be amortized straight over ten (10) years the term of the proposed agreement. This is a change in that some of the existing capital investments would be amortized beyond the year period, and two had periods shorter than ten years under the existing contract. The benefit of the consistency is that the amortization period of the existing investments is the same as the term of the new contract. In addition, for any new capital investments (discussed below), such investments will be amortized on the number of years remaining on the contract, so that no capital investments will be amortized beyond the term.

- New Capital Investments: Under the proposed agreement, Aramark would make additional capital investments in the summer of 2012 in the amount of \$1,575,000 (to the student center food court; the library and Starbucks location; a new food truck and the

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FOOD SERVICES MANAGEMENT AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2012, by and between **UNIVERSITY OF CENTRAL ARKANSAS** ("Client") and **ARAMARK EDUCATIONAL SERVICES, LLC**, a Delaware limited liability company, having its principal place of business at ARAMARK Tower, 1101 Market Street, Philadelphia, Pennsylvania ("ARAMARK").

As defined in Section 2.D below, the "Effective Date" of this Agreement shall be June 1, 2012.

WITNESSETH THAT:

1. ENGAGEMENT OF ARAMARK; EFFECTIVE DATE: Client hereby engages ARAMARK, on an exclusive basis, to provide Client with meals, including a la carte items and non-alcoholic beverages, for Client to resell to its students, faculty, staff and guests on its campus in Conway, Arkansas. Provided, however, that such exclusivity for meals and/or catering shall not apply to (a) campus vending, (b) Client's College Square, (c) Buffalo Alumni Hall,, (d) food products acquired for research purposes, or (e) non-state funded departmental parties, potlucks, and private food donations for state employees, departments and organizations.

2. DEFINITIONS:

E. "Food Service Facilities": The areas, improvements, personal property and facilities made available by Client to ARAMARK for the provision of the food services as more fully described in Paragraph 3.A. below.

F. "Net Receipts": Receipts, with respect to any category of operations, received by ARAMARK from such category of operations less applicable state and local sales taxes.

G. "Operating Year": The twelve (12) consecutive month period

Arkansas and without waiving sovereign immunity, Client shall indemnify and hold harmless ARAMARK, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants ("Hazardous Substances") or conditions that existed in, on, or upon the Food Service Facilities before the effective date of the Prior Dining Agreement ("Pre-Existing Conditions") on or at the Facilities or the claimed or actual release or threatened release or disposal of Hazardous

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Client acknowledges that ARAMARK has invested considerable amounts of time and money in training its supervisory employees in the systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to ARAMARK's manner of conducting its business and that such information is available, on a confidential basis, to ARAMARK's supervisory employees. Therefore, Client agrees that supervisory employees of ARAMARK will neither be hired by Client for the term of this Agreement and six (6) months thereafter, nor will Client permit supervisory employees of ARAMARK to be employed on Client's premises for a period of six (6) months subsequent to the termination of this Agreement (unless such employees were formerly employees of Client). For the purpose of this prohibition, "supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on Client's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, Client agrees that if it violates the b (t) -195(t) -195 (v) -5 (i) 1 (o) -5 (l) 1 (ε

voluntary basis. These revenues will be commissioned as stated in Paragraph 13, Subparagraph 13.G(1), under the Cafeteria Cash/DB commission rate of 12.0%.

2) 2012-2013 Academic Year; Board Plan Rates and Sales

Commissions: During the period commencing August 8, 2012 and continuing through June 30, 2013, ARAMARK agrees to prepare and serve meals to Client for Client to resell to its students participating in the Board Plan at the following rates:

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Breakfast	\$6.97
Brunch	\$8.62
Lunch	\$9.37
Dinner	\$9.99

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The foregoing commission guarantee is subject to the fulfillment of the following conditions precedent. In the event that such conditions are not met, then ARAMARK shall have the right to adjust the applicable Minimum Commission Amount in order to reflect changes in its financial model due to the failure to fulfill the conditions precedent:

a) For each Operating Year commencing with the 2012-2013 Operating Year, total mandatory meal plans sold shall be at least the amount set forth in the foregoing table for each semester in the applicable Operating Year.

b) All dining concepts proposed by ARAMARK shall be constructed and/or renovated and operating according to the proposed timelines set forth by ARAMARK.

3) Reporting Requirements: Not later than October 31 in each Operating Year, ARAMARK will provide Client with an annual report setting forth all commissions paid to Client during the preceding Operating Year and the source of all such payments, including the amount of any Declining Balance Dollars utilized pursuant to Paragraph 13.B(3) of this Agreement.

ARAMARK will also provide Client, within fifteen (15) days after the

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treatment, signage and marketing materials and other costs associated with the Campus Food Service Program on Client's premises. Any equipment purchased by ARAMARK on Client's behalf shall be purchased as a "sale-for resale" to the Client. Client shall hold title to all such equipment (with the exception of those items which bear the name of ARAMARK, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale.

The 2012 Financial Commitment shall be made in various segments (each, a "Financial Commitment Segment") as set forth below. Each Financial Commitment shall be made by ARAMARK at such time as mutually determined by ARAMARK and Client, in writing, during the applicable operating period. ARAMARK shall be obligated to commit any Financial Commitment Segment only if this Agreement is in full force and effect as of the date upon which ARAMARK is to commit such Financial Commitment Segment. The following contains a tentative description of the projects and dates for which each Financial Commitment Segment is to be utilized, but the parties may, by mutual agreement, re-allocate such funding among the listed projects (or for other projects mutually agreed upon in writing), as well as adjust the dates of such financial commitments.

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D. Payment Terms: All invoices submitted by ARAMARK to Client shall be paid within thirty (30) days of the invoice date. In the event that ARAMARK incurs legal expense in enforcing its right to receive timely payment of invoices, Client agrees to pay reasonable attorney's fees and other costs.

15. RENEGOTIATION: The financial terms set forth in this Agreement and other obligations assumed by ARAMARK hereunder are based on conditions in existence on the date ARAMARK commences operations, including by way of example, Client's student population; labor, food and supply costs; and federal, state and local sales, use and excise taxes. In addition, ARAMARK has relied on representations regarding existing and future conditions made by Client in connection with the negotiation and execution of this Agreement. In the event of a change in the conditions or the inaccuracy or breach of, or the failure to fulfill, any representations by Client, the financial terms and other obligations assumed by ARAMARK shall be renegotiated on a mutually agreeable basis to reflect such change, inaccuracy or breach.

Notwithstanding anything herein to the contrary, the Board Plan rates set forth in Paragraph 13.B, are based on the federal and state minimum wage laws in effect as of the date ARAMARK commences operations hereunder. Should the minimum wage be increased at any time after such date pursuant to any federal, state or local law or regulation, ARAMARK shall be entitled to negotiate a pro rata increase in its Board Plan rates to cover increased labor costs resulting directly or indirectly from such increase.

16. FORCE MAJEURE: Neither party shall be responsible to the other for any losses resulting from the failure to perform any terms or provisions of this Agreement, except for payments of monies owed, if the party's failure to perform is attributable to war, riot, or other disorder; strike or other work stoppage; fire; flood; or any other act not within the control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

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18. CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS:

A. Confidential Information: All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer software programs, including those software programs created by Client based on ARAMARK supplied information, relative to or

To Client:

University of Central Arkansas

201 Donaghey Avenue

Wingo Hall

Conway, AR 72035

Attn: Diane Newton - Vice President for Finance and Administration

with a copy also being provided to the President of the University of Central Arkansas.

20. ENTIRE AGREEMENT AND AMENDMENTS: This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements, specifically including but not limited to, the Prior Dining Agreement (and all amendments thereto), and any and all terms, provisions and conditions of any such prior agreement between the parties shall be of no force or effect from and after the Effective Date. All prior negotiations have been merged into this Agreement, and there are no understandings, representations, or agreements, oral or written, express or implied other than those set forth herein. Obligations of the parties set forth in this Agreement arising out of events occurring during the life of this Agreement shall survive the termination of this Agreement.

The terms of this Agreement may not be changed, modified or amended except by a writing signed by both parties.

Nothing in this Agreement shall be interpreted or construed as waiving Client's sovereign immunity.

21. WAIVER: The failure of ARAMARK or Client to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, representations, covenants or conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of (i) such right or remedy; (ii) the requirement of punctual performance; or (iii) any right or remedy in connection with subsequent breach or default on the part of the other party.

22. TERM AND TERMINATION:

A. Term: The term of this Agreement shall commence on the Effective Date and shall continue through June 30, 2022, unless otherwise terminated as provided for elsewhere herein.

B. Termination: Notwithstanding the provisions of Paragraph 22.A of this Agreement, if at any time during the term of this Agreement, either party considers terminating the Agreement, such party shall give the other party written notice that it is considering such action, which notice shall set forth with sufficient specificity such party's reasons for contemplating termination. During the following thirty (30) day period the parties shall discuss, in good faith, the party's reasons for considering termination in an effort to avoid the need for such action. Following the thirty (30) day discussion period, the party considering termination, if not fully satisfied, may elect to terminate the Agreement by giving the other party sixty (60) days' written notice of its intention to terminate, and any such termination shall then occur at the end of the current semester.

23. ASSIGNMENT: Neither Client nor ARAMARK shall assign this Agreement without the prior written consent of the other; provided, however, that either party may assign the Agreement to an Affiliate without the consent of the other party. For purposes of this

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives the day and year first above written.

UNIVERSITY OF CENTRAL ARKANSAS
("Client")

By: _____

Tom Courtway
President

ARAMARK EDUCATIONAL SERVICES,
LLC ("ARAMARK")

By: _____

Angel Herrera
Vice President

By: _____

Jeffrey K. Gilliam
Vice President

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“Fees – Food Service Contract for 2012-12” – Board Policy No. 633

Board Policy No. 633 sets forth the meal plan rates to be paid under the University’s food service contract. The policy is amended each year to include the rates to be paid each day for the various meal plan options.

Revisions to Board Policy No. 633 are attached and are for meal plan rates under the various options and commissions on retail sales for academic year 2012-13. The changes made conform to the terms and provisions in the new agreement proposed to be entered into between the University and Aramark Educational Services, LLC.

The following resolution was unanimously adopted upon motion by Scott Roussel with a second by Elizabeth Farris:

“BE IT RESOLVED: That Board Policy No. 633 is hereby approved, as amended, to be effective for the academic year 2012-13.”

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**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 633

Subject: Fees – Food Service Contract

Date Adopted: _____ Revised: _____

The following rates under the food service contract with ARAMARK, Inc. are approved for the 2011-12 contract year.

TERM	MEAL PLAN	2011-12 RATES PER DAY	2012-13 RATES PER DAY	% INCREASE
Fall & Spring	Total Access	\$7.34	\$7.41	1.0%
	Total Access w/\$50 DCB	---	\$7.41	1.0%
	15 Meal Plan	\$6.87	\$6.94	1.0%
	10 Meal Plan	\$6.61	\$6.68	1.1%
	220 Block Plan	\$8.14	\$8.22	1.0%
	140 Block Plan	\$6.30	\$6.36	1.0%
	Senior Plan 75 Block	\$4.24	\$4.28	0.9%

GROUP	MEAL	2011-12 RATES PER MEAL	2012-13 RATES PER MEAL	% INCREASE
Casual Meals	Breakfast*	\$6.73	\$6.97	3.6%
	Brunch*	\$8.33	\$8.62	3.5%
	Lunch*	\$9.05	\$9.37	3.5%

Dinner*	\$9.65	\$9.99	3.5%
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*Faculty/Staff card user discount applies to each of the above amounts.

Special Groups & Summer Camps	Breakfast	\$4.66	\$4.82	3.4%
	Brunch	\$5.67	\$5.87	3.5%
	Lunch	\$5.67	\$5.87	3.5%
	Dinner	\$5.67	\$5.87	3.5%

UCA will receive the commission listed below on the sales.

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Type of Sales	Commission Percentage
Off-Campus Special Groups-Camps	15%
Cafeteria—Non-Cash	12%
Cafeteria—Cash	18%
Chick-fil-A	10%
Pizza Hut	10%
Quizno's	7%
Java City	12%
Starbucks	7%
Commuter Meal Plans	12%

Inclining Balance	12%
Declining Balance	12%
Athletic Concessions—Football	15%
Athletic Concessions—Non-Football	12%
Catering	12%
C-Store—Cash and DCB	14%
Sushie	10%

Type of Sales

Amount of Net Receipts

Commission ¹

Retail Sales (Cash/Credit/Declining Balance)

<u>Type of Sales</u>	<u>Amount of Net Receipts</u>	<u>Commission</u> ¹
Summer Conferences/Camps	\$0 - \$300,000	15.0%
	\$300,001 and above	16.5%
<u>Concessions</u>		
UCA Events	\$0 - \$350,000	15.0%
	\$350,001 and above	16.5%
City Concessions	\$0 - \$350,000	5.0%
	\$350,001 and above	7.5%

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“Room and Board Rates for 2012-13” – Board Policy No. 633

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy

Number: 632

Subject: Fees – Room and Board

Date Adopted: 03/94 Revised: Passim (most recent 04/12)

ROOM RATE SCHEDULE

Fall & Spring

Semester Rates

	2012-13	(Current)
Double Occupancy Room Rate	\$1,515.00 per semester	(\$1,470.00)
Private Room Rate	\$2,260.00 per semester	(\$2,195.00)
RA Room	\$1,515.00 per semester	(\$1,470.00)
Greek Room Rate Per Member	\$25.00 per semester	(\$25.00)

Bear Hall

Double Occupancy Room Rate	\$1,615.00 per semester	---
Private Room Rate	\$2,360.00 per semester	---
Apartment—Academic Year Double Room Rate:		
Bear Village, Torreyson, Erbach	\$1,810.00 per semester	(\$1,775.00)
All other complexes	\$1,710.00 per semester	(\$1,675.00)
Apartment—Academic Year Private Room Rate:		
Bear Village, Torreyson, Erbach	\$2,600.00 per semester	(\$2,525.00)
All other complexes	\$2,495.00 per semester	(\$2,420.00)

Nightly Room Charge (outside of semester) **\$12.50 per night** ---

Summer Terms 2011-2012

Any Double Room Rate	\$395.00 per summer term	(\$385.00)
Any Private Room Rate	\$545.00 per summer term	(\$530.00)

Summer Conferences 2010-2011

Youth Rate (Double)	\$11.75 per person/night	(\$11.50)
Adult Rate (Double)	\$16.50 per person/night	(\$16.00)
Adult Rate (Single)	\$22.50 per person/night	(\$22.00)
UCA Student Groups	\$7.25 per person/night	(\$7.00)
UCA Sponsored Groups (Double)	\$9.75 per person/night	(\$9.50)

**Camp and Conferences
(nightly rate for 2012-13)**

Residence Hall – Double Occupancy	\$12.50 per person/night	
Residence Hall – Private Room Rate	\$23.00 per night	—
Apartment – Double Occupancy	\$17.50 per person/night	—
Apartment – Private	\$28.00 per night	

Rent for Family Housing

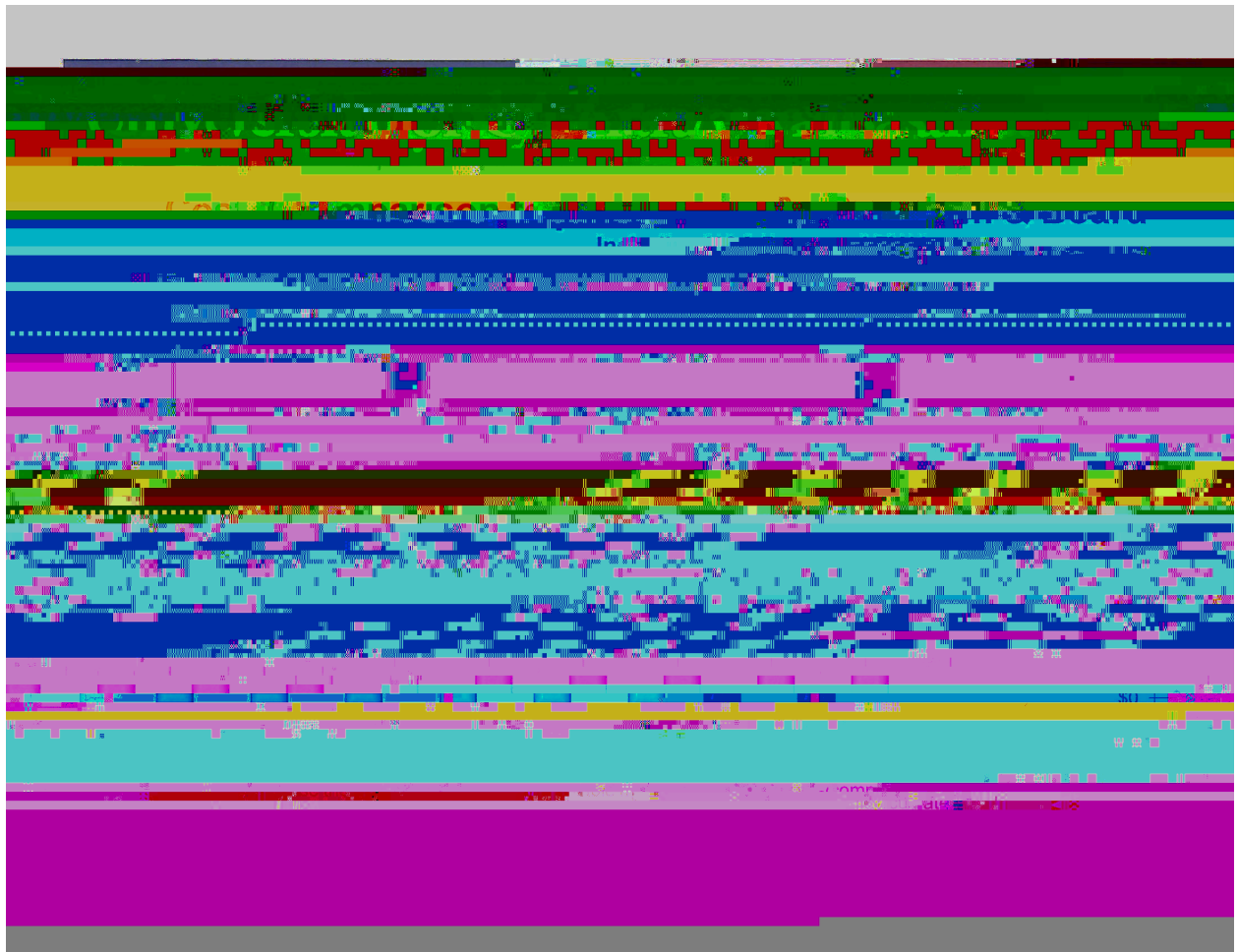
Apartment	2012-13	(Current)
2003 Bruce #1	\$480.00	(\$465.00)
2003 Bruce #2, #5	\$460.00	(\$445.00)
2003 Bruce #3, #4	\$410.00	(\$395.00)
2005 Bruce	\$520.00	(\$510.00)
229 Elizabeth	\$520.00	(\$510.00)
College View	\$525.00	(\$515.00)
Caldwell Street Apartments		
— 1 Bedroom	\$450.00	(\$435.00)
— 2 Bedroom	\$530.00	(\$515.00)

BOARD RATE SCHEDULE

Fall & Spring	2012-13	(Current)
Total Access	\$1,120.00 per semester	\$1,120.00 per semester
Total Access with \$50 DCB -NEW	\$1,170.00 per semester	\$1,170.00 per semester
Any 15-meals per week + \$80 DCB	\$1,160.00 per semester	\$1,160.00 per semester
Any 10-meals per week + \$100 DCB	\$1,160.00 per semester	\$1,160.00 per semester
Senior Plan 75 Block + \$500 DCB*	\$1,170.00 per semester	\$1,170.00 per semester
220 Block Plan	\$1,210.00 per semester	\$1,210.00 per semester
220 Block Plan with \$50 DCB-NEW	\$1,260.00 per semester	\$1,260.00 per semester
140 Block Plan + \$160.00 DCB	\$1,260.00 per semester	\$1,260.00 per semester
\$900.00 DCB**	\$900.00 per semester	\$900.00 per semester
\$750.00 DCB-NEW	\$750.00 per semester	\$750.00 per semester
\$600.00 DCB	\$600.00 per semester	\$600.00 per semester

*Students must have completed 90 credit hours to be eligible for Senior Plan option.

**Students in the apartments purchasing the \$900.00 DCB will receive a \$50.00 bonus.



**A RESOLUTION PRESENTED TO THE STUDENT GOVERNMENT ASSOCIATION
OF THE UNIVERSITY OF CENTRAL ARKANSAS**

TITLE OF RESOLUTION:

“BE IT RESOLVED: That Elizabeth, a member of the UCA Board of Trustees is hereby appointed as the Board’s representative to the President’s Residence Advisory Committee to serve for the period set forth in Board Policy No. 209;

BE IT FURTHER RESOLVED, that Lynne Tiner, Jane Authurs and Georg Anderson are hereby appointed by the Board of Trustees to be the three persons selected by the Board of Trustees to serve on the President’s Residence Advisory Committee, with their initial terms to be staggered in drawing by lot as set forth in Board Policy No. 209.”

**UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY**

Policy Number: 209

Subject: President's Residence Advisory Committee

Date Adopted: 02/2012 Revised: _____

Establishment of Committee: There is hereby established a standing committee of the University of Central Arkansas to be known as the "President's Residence Advisory

each of those three terms. The remaining five members shall draw (a) one position for a one-year term; (b) two positions for a two-year term and (c) two positions for a three-year term. Thereafter, all persons appointed to the committee shall serve for a term of three years.

The committee members shall be selected by their respective groups listed above, and the names of the committee members shall be provided to the Chair of the Board of Trustees and the Chief of Staff by January 15 of each year. Members of the committee may be reappointed. The committee shall elect its own chair. The committee shall hold at least one meeting each calendar year. Special meetings may be called by the Chair, or upon request of any two (2) members of the committee. At least two days' notice of any meeting shall be provided to each member.

Charge to and Powers of the Committee; Advisory Recommendations: The committee is charged with full authority to review any and all proposed changes to the President's Home and adjacent grounds, with such authority to include, but not be limited to, review and recommendations concerning any proposed architectural or structural changes to the home (interior or exterior) and grounds. This includes additions, renovations, removal or cutting of trees (except for normal, routine and customary pruning and landscaping, or planting of flowers and shrubs), as well as other areas inside the public areas of the home. This review shall not be deemed to include routine maintenance to the home, or routine planting and landscaping to the grounds.

As part of its work, the committee is to review the proposed costs involved, and shall review the sources of funds to make any such proposed changes.

Action by the Committee/Approval Required by Board of Trustees: No renovations, alterations or change to the public areas of the interior of the home, or any part of the exterior of the home, nor any permanent change to the landscaping of the grounds adjacent to the home shall be made except (a) upon the recommendation of the committee after its review, and (b) a report approved by the full Board of Trustees setting forth the changes and approving the cost involved and the funds to be expended.

Exceptions for Emergencies and Personal Areas: Notwithstanding the foregoing, the personal areas of the home may be painted, carpeted, etc., as the residing family may determine, but not to exceed \$5,000 in the aggregate for any fiscal year from public funds unless reviewed by the committee and approved by the Board of Trustees. In addition, if in the reasonable opinion of the Vice President for Finance and Administration and the Director of the Physical Plant, repairs are needed as a result of any emergency or an act of God, then such repairs may be made, but notification shall be provided to the Chair of the Committee and the Chair of the Board of Trustees.

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UNIVERSITY OF CENTRAL ARKANSAS

Contract with a term of more than one year

SUMMARY

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After a short break the Board met for a budget work session. The power-point that was discussed is attached to these minutes. The Board did not go back into open session and no action was taken.

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