

The Board of Trustees of the University of Central Arkansas convened in a teleconference meeting at 3:30 p.m., Tuesday, June 16, 2009, with the following officers and members present:

Chair:	Mr. Rush Harding, III
Vice Chair:	Dr. Harold Chakales
Secretary:	Mr. Scott Roussel
	Mrs. Patricia Bassett
	Mrs. Kay Hinkle
	Mr. Bobby Reynolds
	Mr. Randy Sims

**OPEN SESSION**

Upon motion by Randy Sims with a second by Patricia Bassett the Board of Trustees unanimously approved the attached employment contract for Dr. Allen Meadors.

Randy Sims asked that section 10 of the contract be amended to read:

10.





5. Taxes. The President shall be responsible for any and all taxes on all compensation received as a result of this Agreement.

6. Benefits. The President shall be entitled to participate in all employment-related benefits regularly afforded benefits-eligible employees and to have his 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-CREF or other approved retirement program adopted by the Board; and such other benefits available to benefits-eligible employees as may be approved from time to time by the Board. For purposes of University policies dealing with employee benefits or where years of service are relevant, the parties agree that the President shall be deemed to be a 15-year employee for all such purposes as of the date of this Agreement. All such benefits shall be provided in accordance with Board policies, state and applicable federal laws, and are subject to change from time to time by the Arkansas General Assembly, the Board, and/or the University.

7. Housing. The Board shall provide the President with 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 doing so. In recognition of the official use of the President's House, the Board shall provide a housekeeper and 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 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.

private sources for ordinary and necessary travel and entertainment expenses normally associated with a university president.

10. Use of University-Owned House. The University further agrees to permit President's parents to occupy a University-owned home with a street address of 120 Elizabeth Street, Conway, AR 72034 (or such other University-owned home as may be vacant and suitable for use by the President's parents) upon the terms set forth in this paragraph. The University will provide general maintenance to the house, mow and take care of the grounds, and other maintenance-type items. Routine cleaning (inside) will be responsibility of occupants, as will normal and customary charges for all utilities, cable television, telephone service, internet and other types of services.

The parties agree that each fiscal year the University shall contribute to the maintenance of the house the sum of \$598.56 per month.

16.

shall no longer be entitled to the automobile allowance provided for in this Agreement and shall have thirty (30) days to vacate the President's House.

21. Termination by President -Liquidated Damages. Notwithstanding anything contained in this Agreement to the contrary, the President may resign and terminate his employment under this Agreement subject only to the requirement that he provide the Board with a minimum of ninety (90) days prior written notice or an alternative date selected by the Board. 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 resignation. Upon termination by the President, he shall be entitled to the automobile allowance provided for in this Agreement prorated through the effective date of resignation and shall vacate the President's House no later than the effective date of the resignation.

22. 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.

23. Payroll Deduction as Offset. Upon termination of employment as President, the University may deduct from salary payments any amounts due to it for reimbursements not made, for improper expenditures, and/or for materials not returned.

24. 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. The failure of either party to require performance by the other party of any provision of this Agreement shall not be deemed to subsequently affect the party's rights to enforce a provision hereof. A waiver of a breach of any provision of this Agreement is not a waiver of any other breach of a provision or waiver of a provision.

25. Severability. If any of the provisions of this Agreement is 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 above provided.

26. 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 shall be construed as waiving the sovereign immunity of the University.

27. Availability of Funds. Payment of salary



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**Of**  
**UNIVERSITY OF CENTRAL ARKANSAS FOUNDATION, INC.**

The undersigned, being the President of the University of Central Arkansas Foundation, Inc., an Arkansas non-profit corporation, does hereby acknowledge the obligations of the organization as set forth in the foregoing Agreement, and state that the amounts to be paid by the Foundation in the above agreement are within the budget approved earlier this year by the Foundation's Board of Directors for FY 2010.

EXECUTED on this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Shelley Mehl, President