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Unless some arrangement can be worked out with the fraternity in the very near future, it is likely the Sigma Nu housing board will demolish the existing structures and build a new fraternity house on the existing property.

The administration has been in discussions with representatives of the fraternity housing board for several months. In January of this year, the administration obtained appraisals for the Sigma Nu properties. These appraisals total \$209,000 (\$84,000 for 232 Donaghey and \$125,000 for 240 Donaghey).

Based upon discussions over the last several months, the administration would like to propose a solution for the Board to consider and then to be offered to the Sigma Nu housing board. The general terms of a transaction would be as follows

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bounded by Dave Ward Drive/College Avenue and Donaghey Avenue/Farris Road in the City of Conway, Arkansas.

BE IT FURTHER RESOLVED, that the President of the University, or his designee, is authorized and directed to execute and deliver on behalf of the University, any and all contracts, leases, documents or other instruments needed or required to carry out the provisions hereof.”

First Amendment to President Meadors’ Employment Agreement

On May 6, 2011, after an executive session, the Board adopted a motion approving a modification to the Employment Agreement for Dr. Meadors. The motion was to revise his contract to make it a five-year rolling contract, and also to increase his automobile allowance (paid with private funds) from \$750 per month to \$1,000 per month.

Attached is a First Amendment to the Employment Agreement for the President. It is drafted as an amendment to the existing agreement. It contains the two provisions adopted in the motion on May 6, 2011, but with one addition negotiated by the Board Chair and the President.

The First Amendment does three things:

1. Section 1 (a) provides that the term of the agreement is five years, from July 1, 2011, to June 30, 2016, and Section 1 (b) provides that on each July 1st an additional year is added *unless* the Board notifies the President, in writing, not later than May 15th of any year that a year will not be added. This is the automatic “rolling” provision.
2. Section 1(c) provides that the automatic rollover provision terminates on the 1st day of July after the President reaches age 68. What happens from that point on is that the term is then reduced by one year thereafter. (This is the additional provision.)
3. It increases the automobile allowance from \$750 per month to \$1,000 per month.

Under the First Amendment, the Board still has the authority each year on whether or not to add an additional year, and if not, must notify the President in writing. However, on July 1st after he attains age 68, this automatic provision is eliminated from the agreement.

The following resolution was unanimously adopted upon motion by Rush Harding and a second by Victor Green:

“BE IT RESOLVED: That the Board of Trustees approves the First Amendment to Employment Agreement for Dr. Allen C. Meadors, President of the University of Central Arkansas, attached

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hereto as Exhibit “A”, and the Chair of the Board of Trustees is hereby authorized to execute and deliver the First Amendment on behalf of the Board of Trustees.”

**FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
for
PRESIDENT**

(DR. ALLEN C. MEADORS)

This First Amendment to Employment Agreement (“First Amendment”) entered into on the date set forth below by and between the Board of Trustees (“Board”) of the University of Central Arkansas (“University”) and Dr. Allen C. Meadors (“President”).

Explanatory Statement

The purpose of this First Amendment is to amend certain provisions of that certain Employment Agreement for the President (“Employment Agreement”) executed by the parties on June 16, 2009, and which governs the employment of the President for the period from July 1, 2009, through June 30, 2012.

By resolution of the Board of Trustees, adopted May 7, 2010, an additional year was added to the term of the Employment Agreement so that the expiration date was June 30, 2013. In addition, by action of the Board of Trustees on May 6, 2011, the Board approved a five year rolling contract for the President and increased the automobile allowance. This First Amendment is designed to reflect the action of the Board of Trustees on May 6, 2011, and amend the Employment Agreement.

Agreement of the Parties

FOR VALUABLE CONSIDERATION, and in order to amend certain provisions of the Employment Agreement, the parties hereby agree to modify and amend the following sections of the Employment Agreement:

I. Amendment of Section 1 on “Term of Appointment”

Section 1 of the Employment Agreement (concerning the term of the President’s appointment) is hereby amended to read as follows:

1. Term of Appointment.

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- (a) The Board hereby appoints and employs Dr. Allen C. Meadors as the President of the University for a term of five (5) years commencing on July 1, 2011, and expiring on June 30, 2016, subject to the terms and provisions set forth herein.
- (b) Except as provided in (c) below, the parties further agree that the term of the President's contract shall automatically roll (by adding another year to the term) on each July 1st, unless the Board notifies the President, in writing, not later than May 15th of any year that such additional year will not be added. It is the intent of the parties in agreeing to this provision that by providing for an automatic roll (unless written notice is given not to add a year) that the Employment Agreement has a five-year term each July 1st.
- (c) Provided, however, and notwithstanding any other provision of (a) or (b) of this section, the parties agree that the automatic rolling provision shall be discontinued on the date the President reaches the age of sixty-eight (68) years. The intent of the parties in agreeing to this provision is so that on the 1st day of July after the President's 68th birthday, the term shall then be four (4) years (or whatever term is then in effect if the Board has not added a year at anytime), and declining by one year on each July 1st thereafter.

II. Amendment of Section 8 on "Automobile and Other Benefits"

The first paragraph of Section 8 of the Employment Agreement (concerning automobile and other benefits) is hereby amended to read as follows:

8. Automobile and Other Benefits. The Board shall provide the President with an automobile allowance in the amount of \$1,000.00 per month, during the period covered by this Agreement. Expenses related to the maintenance and operation of the automobile will be borne solely by the President.

III. Re-Affirmation of All Other Provisions

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EXECUTED by the parties on the dates set forth below.

DR. ALLEN C. MEADORS

BOARD OF TRUSTEES
UNIVERSITY OF CENTRAL

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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 First Amendment, and state that the amounts to be paid by the Foundation in the First Amendment to Employment Agreement, and the obligations under the Employment Agreement, are all within the budget approved by the Foundation's Board of Directors.

EXECUTED on this ____ day of _____, 2011.

Shelley Mehl, President

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“Fees – Health, Physical Education, Recreation (HPER) Center” (Board Policy No. 647)

At the May, 2011 Board meeting, the administration requested, and the Board approved, an adjustment to the HPER fees for all students. The student fee was increased from \$4.00 per credit hour to \$7.50 per credit hour (of that increase, \$3.00 is designated for the HPER Center and \$0.50 is designated for the intramural fields). The HPER Center fee was increased by 75%. Because of that fee adjustment, the administration now requests that the Board adjust the fees for all non-students who pay a fee to use the HPER Center.

The administration proposes a fee increase of approximately 75% for non-students. The fee adjustments are shown in the attached, proposed policy. Benefits-eligible UCA employees do not pay a fee to use the HPER Center. The use of that facility is considered as part of the fringe benefits for working at the University. However, family members of faculty and staff; members of the UCA Alumni Association; employees of Aramark, Barnes and Noble, Oxford American and Recognized Student Organizations (must be at least half time or more).

The following resolution was unanimously adopted upon motion by Bobby Reynolds and a second by Kay Hinkle:

“BE IT RESOLVED: That the Board of Trustees adopts the following changes as revisions to Board Policy No. 647, ‘Fees – Health, Physical Education, Recreation (HPER) Center’ effective fall 2011.”

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UNIVERSITY OF CENTRAL ARKANSAS
BOARD POLICY

Policy Number: 647

Subject: Fees - Health, Physical Education, Recreation (HPER) Center
and Farris Center Pool

Page 1 of 2

Date Adopted: 8/01

Revised: 5/03, 10/03, 2/05, 09/07, 02/10, 06/11

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Faculty and Staff:

Employee/Retiree only*	Fringe benefit paid	
Spouse(fall and spring)	\$52.00	\$ 90.00
Spouse (summer terms)	\$36.00	\$ 63.00
Family(fall and spring)	\$78.00	\$135.00
Family (summer terms)	\$54.00	\$ 94.00
Single Parent Family (fall and spring)	\$26.00	\$ 45.00
Single Parent Family (summer terms)	\$18.00	\$ 31.00
HPER locker rental	\$20.00 (annual per locker)	

*For purposes of this policy, employees enrolled in courses offered by the university will be assessed the fee as per Board Policy Nos. 623 and 630.

University Affiliates:

Fees assessed for current full-time students will be the same for employees and/or residents of the following UCA affiliates:

- \$ ARAMARK, Inc.;
- \$ Barnes and Noble;
- \$ *Oxford American*;
- \$ UCA=s Recognized Student Organizations (RSO) - employment of half-time or more

ALUMNI MEMBERSHIP AT HPER CENTER

Guidelines

1. Must be a member of the UCA Alumni Association
2. HPER Alumni members will have access to the HPER Center and the Farris Center pool.
3. Membership periods for Alumni are:
Same as outlined in above.
4. Available HPER Center hours for Alumni members:

A.	Monday – Friday	6:00am to 2:00pm
B.	Saturday	10:00am to 3:00pm

Farris Center Pool Hours:
All hours the pool is open

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5. Alumni Membership Fees:

		<u>Individual</u>		<u>Individual + Spouse</u>		<u>Individual + Family</u>
A. Fall semester	\$100.00	\$165.00	\$175.00	\$275.00	\$225.00	\$335.00
B. Spring semester	\$100.00	\$165.00	\$175.00	\$275.00	\$225.00	\$335.00
C. Summer	\$ 50.00	\$ 80.00	\$ 75.00	\$120.00	\$100.00	\$150.00
D. Annual	\$250.00	\$410.00	\$425.00	\$670.00	\$550.00	\$820.00

6. Alumni membership will be payable for the entire membership period. No monthly billing.

7. Membership defined:

- A. Individual – The Alum
- B. Spouse – The Alum’s spouse
- C. Family – The Alum, spouse, and children. Must be 18 years old to use the

HPER Center.

8. Alumni HPER Membership card.

- A. The UCA Alumni Association will issue ID cards.



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

**Scott Roussel
Chair**

**Victor Green
Secretary**