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 11th

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").

- 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. <u>Duties and Responsibilities</u>. 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. <u>Salary</u>. 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. <u>Taxes</u>. The President shall be responsible for any and all taxes on all compensation received as a result of this Agreement.
- 5. <u>Benefits</u>. 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. <u>Housing</u>. 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

state or federal law; demonstrated dishonesty; any conduct that constitutes moral

30. <u>Deferred Compensation</u>. At the option of the President, the University will establish an account in the form of a Plan of Deferred Compeount in the form of a Plan of **Ibe**feg8ensation