

**EMPLOYMENT AGREEMENT
for
PRESIDENT**

(DR. ALLEN C. MEADORS)

This Employment Agreement ("Agreement") made between the Board of Trustees ("Board") of the University of Central Arkansas ("University") and Dr. Allen C. Meadors ("President").

1. Term of Appointment. The Board hereby appoints and employs Dr. Allen C. Meadors as the President of the University for a period of three (3) years commencing on July 1, 2009, and expiring on June 30, 2012, subject to the terms and provisions set forth herein.

2. Duties and Responsibilities. The President shall devote his 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 full-time attention and energies to the duties of President of the University.

3. Salary. For all services rendered under this Agreement, the Board shall pay the President an annual salary of Two Hundred Thirty-Eight Thousand and no/100 Dollars (\$238,000) annually. The parties understand and agree that of this amount \$212,390 is the amount to be paid from state funds, and the balance is to be paid from funds contributed to the University by the University of Central Arkansas Foundation, Inc. ("Foundation"). 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. Pursuant to applicable State law, the Board has determined that the President's salary may exceed the line-item maximum and may be paid, in part, by contributions from sources other than public funds due to his exceptional qualifications.

4. Deferred Compensation. At the option of the President, the University will establish an account in the form of a Plan of Deferred Compensation for the President. If the President elects a Plan of Deferred Compensation, the terms of such Plan of Deferred Compensation will be more fully described in a separate document to be executed by the

parties. The President may choose to receive this amount as salary to be paid from private funds.

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.

The President shall be available to the University on a twenty-four (24) hour basis. The University experiences a large amount of activity after normal business hours for which the President's attention is required.

8. Automobile and Other Benefits. The Board shall provide the President with an automobile allowance in the amount of \$750.00 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.

Alternatively, the President shall have the option of having an automobile purchased by the University and all gas, insurance and other maintenance and expenses associated therewith paid for by the University. If this option is exercised, the automobile allowance will cease.

The Foundation agrees, upon approval by its Board of Directors, to provide and pay for the President, a membership in a local country club, and other discretionary monies from such 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 fair rental value of the residence shall be agreed upon by the parties. The Foundation agrees to pay to President, as a supplement to his salary, an annual amount equal to the fair rental value of the residence, and upon receipt, President agrees to remit such rent to the University.

11. Grant of Tenure. In recognition of Meadors' academic qualifications and credentials, and based upon the fact that Meadors has previously been tenured at other institutions of higher education, with his appointment as President, the Board grants to Meadors tenure and the rank of full professor. The Board will work with the Office of the Provost to determine the appropriate department of the University.

12. Moving Expenses. The University and/or the Foundation will reimburse to President all ordinary and necessary moving expenses associated with your move from North Carolina to Conway, AR.

13. Outside Employment. The President shall not, in the absence of prior written permission from the Board, engage in any employment or consultation, and shall not engage in any activity that may be competitive with or adverse to the best interest of the University.

14. Professional Dues, Meetings and University Travel. The President is encouraged to attend educational conferences, conventions, courses, seminars, and other similar professional growth activities as long as they do not interfere with the proper discharge of duties. The Board shall provide for the President's reasonable and necessary expenses when the President is traveling on University business in accordance with state law and applicable university rules and regulations. When the presence of the wife of the President is required to assist the President in carrying out his official duties while he is

traveling, the Board shall provide for her reasonable and necessary expenses in accordance with state law and applicable university rules and regulations.

15. Expense Receipts and Documentation. The President shall maintain and furnish an accounting of expenses provided for in this Agreement as required by state law and applicable University rules and regulations.

16. Facilities. The Board shall furnish the President with a private office on campus, secretarial assistance, and such other facilities and services suitable to the position and adequate for the performance of the duties expected of the President as contemplated by this Agreement.

17. Evaluation. Prior to July 1 of each year of this Agreement, the Board shall annually evaluate the President and discuss the evaluation with him in an executive session meeting of the Board. To aid the Board in such annual job performance review, the President agrees to furnish such oral and written reports as may be required by the Board.

18. At-Will Employment. Notwithstanding anything contained in this Agreement to the contrary, the position of President is at will; the President serves at the pleasure of the Board and is subject to termination, with or without cause, with or without notice, at any time, at the option of the Board.

19. Termination for Cause. In the event the Board terminates the President's employment for cause during the term of this Agreement, the President's employment shall immediately terminate, and he shall only receive the unpaid salary prorated through the effective date of termination, unless otherwise required by law. Upon termination for cause, the President shall not be entitled to the automobile allowance provided for in this Agreement and shall have thirty (30) days to vacate the President's House.

In addition to any of its normally understood meanings in employment contracts, "cause" shall include the following:

(a) Disability or incapacity of the President which renders him incapable of carrying out the duties of President;

(b) Misconduct includes, but is not limited to, a deliberate or serious violation of any law, rule, regulation, constitutional provision, or policy of the University, or local, state, or federal law; demonstrated dishonesty; any conduct that constitutes moral turpitude, or that may bring public disrespect, contempt, ridicule, and/or reflects adversely on the President's fitness to serve;

(c) Failure, refusal, inability, or unwillingness, not as a consequence of any illness, accident, or disability, to perform the required duties, in good faith and to the best of the President's abilities in a manner reasonably satisfactory to the Board.

20. Termination by Board For Reasons other than Cause. In the event the Board, in its sole discretion, terminates the President's employment for reasons other than cause during the term of this Agreement, the President's employment shall immediately terminate and he shall be entitled to receive liquidated damages designated as salary for the remaining balance of this Agreement, payable on such future dates as the salary would have otherwise been payable. No benefits shall be provided based upon any future payments for termination as set forth in this section. The sums to be paid shall be reduced by the amount of compensation received by the President if during the remainder of the period covered by this Agreement, the President accepts other employment. Upon termination by the Board for reasons other than cause, the President 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 and other benefits from public funds for each succeeding year beyond the current fiscal year is expressly made contingent upon the biennial appropriation and funding by the Arkansas General Assembly.

28. Entire Agreement. This Agreement constitutes the entire agreement between the parties and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Except as set forth herein, the provisions of this Agreement supersede any and all other agreements and understandings whether oral or written, with respect to the president's employment. Any amendments or alternative or supplementary provisions to this Agreement must be made in writing and duly executed by the authorized representative or agent of each of the parties.

29. Waiver. The failure in any one or more instances of a party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege conferred in this Agreement, or the waiver by said party to any breach of any of the terms, covenants or conditions of this Agreement, shall not be construed as a subsequent waiver of any such terms, covenants, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. A breach of any representation, warranty or covenant shall not be affected by the fact that a more general or more specific representation, warranty or covenant was not also breached.

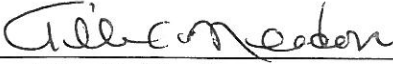
30. Non-Assignable. This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

31. Headings. The paragraph headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretations of this Agreement.

32. Binding Effect and Authority. This Agreement binds and is for the benefit of the University and its successors, assigns, and legal representatives and of the President and his heirs, assigns, and personal representatives. Each party warrants and represents that it has the full right, power, and authority to enter into this Agreement.

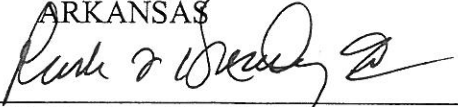
EXECUTED by the parties on the dates set forth below.

DR. ALLEN MEADORS



Dr. Allen C. Meadors
Date: 6-19-09, 2009.

BOARD OF TRUSTEES
UNIVERSITY OF CENTRAL
ARKANSAS

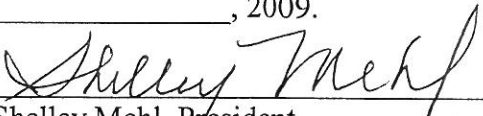


Rush F. Harding, III, Chairman
Date: _____, 2009.

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

**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.

(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.

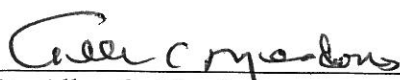
III.

Re-Affirmation of All Other Provisions

Except as amended or modified in sections I and II of this First Amendment, the parties hereby re-affirm all other terms, provisions and conditions set forth in the Employment Agreement so that from and after this date the employment of Dr. Allen C. Meadors as President of the University of Central Arkansas shall be governed by the terms of the Employment Agreement, as amended by this First Amendment.

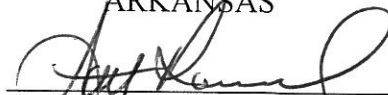
EXECUTED by the parties on the dates set forth below.

DR. ALLEN C. MEADORS



Dr. Allen C. Meadors
Date: June 27, 2011.

BOARD OF TRUSTEES
UNIVERSITY OF CENTRAL
ARKANSAS

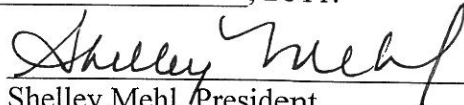


Scott Roussel, Chair of the Board
Date: June 27, 2011.

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