

MINUTES OF THE SPECIAL MEETING OF THE
UNIVERSITY OF ARKANSAS BOARD OF TRUSTEES
TELEPHONE CONFERENCE CALL
2:00 P.M., JUNE 9, 2014

TRUSTEES PRESENT VIA
TELEPHONE CONFERENCE CALL:

Chairman Jim von Grep; Trustees Jane Rogers; Ben Hyneman; Reynie Rutledge; David Pryor; Mark Waldrip; John Goodson; Stephen Broughton; Cliff Gibson and Morrill Harriman.

UNIVERSITY ADMINISTRATORS
AND OTHERS PRESENT:

System Administration:
President Donald R. Bobbitt, General Counsel Fred H. Harrison, Vice President for Finance and CFO Barbara Goswick, Vice President for Administration Ann Kemp, Vice President for University Relations Melissa Rust, Directors of Communications Ben Beaumont and Nate Hinkel, Assistant to the President Angela Hudson and Associate for Administration Sylvia White.

UAMS Representative:
Chancellor Daniel W. Rahn.

Chairman von Grep called the special meeting of the Board of Trustees of the University of Arkansas to order at 2:03 p.m. on Monday, June 9, 2014, via telephone conference call.

1. Approval of Room Rate Increases, UALR:

President Donald R. Bobbitt presented a request for the University of Arkansas at Little Rock to increase its room rates. Upon motion by Trustee Rogers and second by Trustee Harriman, the following resolution was approved:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the tuition and fee schedule for the University of Arkansas at Little Rock for the 2014-2015 fiscal year is hereby revised to include the following room rate increases:

RENTAL RATES FOR UALR-OWNED HOUSING	Fall 2013	Fall 2014
Residence Halls		
Fall and Spring:		
Double Bedroom Rate (per term)	\$ 1,765.00	\$ 1,818.00
Single Bedroom Rate (per term)	2,465.00	\$ 2,539.00
Summer:		
Double Bedroom Rate (per five week term)	475.00	\$ 489.00
Single Bedroom Rate (per five week term)	680.00	\$ 700.00

2. Executive Session:

Upon motion by Trustee Pryor and second by Trustee Hyneman, the Board voted to convene into executive session at 2:07 p.m. for the purpose of considering early retirement agreements for the University of Arkansas for Medical Sciences and the granting of an emeritus status for the University of Arkansas, Fayetteville. Chairman von Greppe reconvened the Regular Session of the Board at 2:25 p.m. and called for action on the following matters discussed in Executive Session:

2.1 Approval of Early Retirement Agreements for Wayne L. Gray, Jack A. Hinson, Patti J. Kymer, Carmelita Pablo, Linda J. Perrot, Maria G. Portilla, Lee S. F. Soderberg, Terry Yamauchi, UAMS:

Upon motion by Trustee Waldrip and second by Trustee Goodson, the following early retirement resolutions were approved for the University of Arkansas for Medical Sciences:

Wayne L. Gray, PhD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Wayne L. Gray, Ph.D., Professor of Microbiology and Immunology, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Wayne L. Gray must resign his position effective July 31, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Wayne L. Gray:

1. Pay Dr. Gray a total stipend of \$131,000, with no work required, in monthly payments as follows: \$10,916.67 starting August 2014 and ending July 2015.

- a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms, and FICA/Medicare tax, as applicable.
- b. In the event of Dr. Gray's death prior to the stipend of \$131,000 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Gray's estate in lump sum.

BE IT FURTHER RESOLVED THAT Wayne L. Gray be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Jack A. Hinson, PhD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Jack A. Hinson, Ph.D., Distinguished Professor of Pharmacology and Toxicology, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Jack A. Hinson must resign his position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Jack A. Hinson:

1. Pay Dr. Hinson a total stipend of \$167,484.00, with no work required, in monthly payments as follows: \$5,675.00 starting July 2014 and ending June 2016; \$2,607.00 starting July 2016 and ending June 2017.
 - a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Hinson's death prior to the stipend of \$167,484.00 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Hinson's estate in lump sum.
2. Pay the full cost (employer and employee contributions) of The University of Arkansas Medical Benefit Plan and/or The University of Arkansas System UHC MAPD PPO or such other medical benefit plan the University may sponsor, up to but not exceeding \$14,275.00, for three years of coverage for Dr. Hinson and his wife Joanne Hinson, from Dr. Hinson's retirement through June 30, 2017, with the following additional conditions:

- a. Dr. Hinson will be responsible for any insurance premium costs of the University of Arkansas Medical Benefit Plan that exceed \$14,275.00.
 - b. The \$14,275.00 will function as a pool of funds available for medical insurance premiums. These funds may not be converted to cash. Should Dr. Hinson choose to adjust his medical insurance to a more or less expensive plan, coverage will be extended until the \$14,275.00 pool is exhausted. Should Dr. Hinson leave the medical plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Hinson die before the pool is exhausted, his wife, Joanne Hinson, will be given the option to continue the coverage until the pool is exhausted. If Ms. Hinson elects to continue the coverage and then dies before the pool is exhausted, any remaining balance will revert to her estate. If at any time the coverage is available to Dr. Hinson or his wife Joanne Hinson, and he or she discontinues the coverage before the pool is exhausted, the remaining balance will revert to the University.
 - c. On July 1, 2017 (or at such time that the \$14,275.00 pool is exhausted), Dr. Hinson will assume direct responsibility for the full cost of the Medical Benefit, should he choose to continue it.
 - d. If the University ceases to offer Dr. Hinson health insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Hinson as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
3. Pay the full cost (employer and employee contributions) of the University of Arkansas Dental Benefit Plan or such other dental benefit plan the University may sponsor, up to but not exceeding \$2,304.00, for three years' dental insurance coverage for Dr. Hinson and his wife, Joanne Hinson, from Dr. Hinson's retirement through June 30, 2017, with the following additional conditions:
 - a. Dr. Hinson will be responsible for any costs of the University of Arkansas Dental Benefit Plan that exceed \$2,304.00.
 - b. The \$2,304.00 will function as a pool of funds available for dental insurance premiums. These funds may not be converted to cash. Should Dr. Hinson choose to adjust his dental insurance to a more or less expensive plan, coverage will be extended until the \$2,304.00 pool is exhausted. Should Dr. Hinson leave the dental plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Hinson die before the pool is exhausted, his wife, Joanne Hinson, will be given the option to continue the coverage until the pool is exhausted. If Ms. Hinson elects to continue the coverage and then dies before the

pool is exhausted, any remaining balance will revert to her estate. If at any time the coverage is available to Dr. Hinson or his wife Joanne Hinson, and he or she discontinues the coverage before the pool is exhausted, the remaining balance will revert to the University.

- c. On July 1, 2017 (or at such time that the \$2,304.00 pool is exhausted), Dr. Hinson will assume direct responsibility for the full cost of the Dental Benefit Plan, should he choose to continue it.
 - d. If the University ceases to offer Dr. Hinson dental insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Hinson as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
4. If Dr. Hinson enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, he will automatically be eligible to continue to receive coverage for out-of-pocket medical and pharmacy expenses for three years immediately after his retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Jack A. Hinson be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Patti J. Kymer, MD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Patti J. Kymer, M.D., Associate Professor of Anesthesiology, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Patti J. Kymer must resign her position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Patti J. Kymer:

1. Pay Dr. Kymer a total stipend of \$371,587.08, with no work required, in monthly payments as follows: \$12,572.39 starting July 2014 and ending June 2016; \$5,820.81 starting July 2016 and ending June 2017.
 - a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Kymer's death prior to the stipend of \$371,587.08 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Kymer's estate in lump sum.
2. Pay the full cost (employer and employee contributions) of the University of Arkansas Medical Benefit Plan and/or the University of Arkansas System UHC MAPD PPO or such other medical benefit plan the University may sponsor, up to but not exceeding \$40,280.00, for three years of coverage for Dr. Kymer, her husband B. J. Davis, and her eligible children, from Dr. Kymer's retirement through June 30, 2017, with the following additional conditions:
 - a. Dr. Kymer will be responsible for any insurance premium costs of the University of Arkansas Medical Benefit Plan that exceed \$40,280.00.
 - b. The \$40,280.00 will function as a pool of funds available for medical insurance premiums. These funds may not be converted to cash. Should Dr. Kymer choose to adjust her medical insurance to a more or less expensive plan, coverage will be extended until the \$40,280.00 pool is exhausted. Should Dr. Kymer leave the medical plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Kymer die before the pool is exhausted, her husband, B. J. Davis, and her eligible children will be given the option to continue the coverage until the pool is exhausted as long as Mr. Davis does not remarry. If Mr. Davis decides not to continue the coverage or he remarries, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$40,280.00 pool is exhausted), Dr. Kymer will assume direct responsibility for the full cost of the Medical Benefit, should she choose to continue it.
 - d. If the University ceases to offer Dr. Kymer health insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Kymer as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.

3. Pay the full cost (employer and employee contributions) of the University of Arkansas Dental Benefit Plan or such other dental benefit plan the University may sponsor, up to but not exceeding \$3,133.00, for three years' dental insurance coverage for Dr. Kymer, her husband B. J. Davis, and her eligible children, from Dr. Kymer's retirement through June 30, 2017, with the following additional conditions:
 - a. Dr. Kymer will be responsible for any costs of the University of Arkansas Dental Benefit Plan that exceed \$3,133.00.
 - b. The \$3,133.00 will function as a pool of funds available for dental insurance premiums. These funds may not be converted to cash. Should Dr. Kymer choose to adjust her dental insurance to a more or less expensive plan, coverage will be extended until the \$3,133.00 pool is exhausted. Should Dr. Kymer leave the dental plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Kymer die before the pool is exhausted, her husband, B. J. Davis, and her eligible children will be given the option to continue the coverage until the pool is exhausted as long as Mr. Davis does not remarry. If Mr. Davis decides not to continue the coverage or he remarries, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$3,133.00 pool is exhausted), Dr. Kymer will assume direct responsibility for the full cost of the Dental Benefit Plan, should she choose to continue it.
 - d. If the University ceases to offer Dr. Kymer dental insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Kymer as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
4. If Dr. Kymer enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, she will automatically be eligible to continue to receive coverage for out-of-pocket medical and pharmacy expenses for three years immediately after her retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Patti J. Kymer be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Carmelita Sanchez Pablo, MD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Carmelita Sanchez Pablo, M.D., Professor and Chair of Anesthesiology, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Carmelita Sanchez Pablo must resign her position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Carmelita Sanchez Pablo:

1. Pay Dr. Pablo a total stipend of \$561,745.92, with no work required, in monthly payments as follows: \$18,770.72 starting July 2014 and ending June 2016; \$9,270.73 starting July 2016 and ending June 2017.
 - a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Pablo's death prior to the stipend of \$561,745.92 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Pablo's estate in lump sum.
2. Pay the full cost (employer and employee contributions) of the University of Arkansas Medical Benefit Plan and/or the University of Arkansas System UHC MAPD PPO or such other medical benefit plan the University may sponsor, up to but not exceeding \$7,135.00, for three years of coverage for Dr. Pablo, from Dr. Pablo's retirement through June 30, 2017, with the following additional conditions:
 - a. Dr. Pablo will be responsible for any insurance premium costs of the University of Arkansas Medical Benefit Plan that exceed \$7,135.00.
 - b. The \$7,135.00 will function as a pool of funds available for medical insurance premiums. These funds may not be converted to cash. Should Dr. Pablo choose to adjust her medical insurance to a more or less expensive plan, coverage will be extended until the \$7,135.00 pool is exhausted. Should Dr. Pablo leave the

medical plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Pablo die before the pool is exhausted, any balance in the pool will return to the University.

- c. On July 1, 2017 (or at such time that the \$7,135.00 pool is exhausted), Dr. Pablo will assume direct responsibility for the full cost of the Medical Benefit, should she choose to continue it.
 - d. If the University ceases to offer Dr. Pablo health insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Pablo as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
3. Pay the full cost (employer and employee contributions) of the University of Arkansas Dental Benefit Plan or such other dental benefit plan the University may sponsor, up to but not exceeding \$1,119.00, for three years' dental insurance coverage for Dr. Pablo, from Dr. Pablo's retirement through June 30, 2017, with the following additional conditions:
- a. Dr. Pablo will be responsible for any costs of the University of Arkansas Dental Benefit Plan that exceed \$1,119.00.
 - b. The \$1,119.00 will function as a pool of funds available for dental insurance premiums. These funds may not be converted to cash. Should Dr. Pablo choose to adjust her dental insurance to a more or less expensive plan, coverage will be extended until the \$1,119.00 pool is exhausted. Should Dr. Pablo leave the dental plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Pablo die before the pool is exhausted, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$1,119.00 pool is exhausted), Dr. Pablo will assume direct responsibility for the full cost of the Dental Benefit Plan, should she choose to continue it.
 - d. If the University ceases to offer Dr. Pablo dental insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Pablo as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
4. If Dr. Pablo enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, she will automatically be eligible to continue to receive coverage for

out-of-pocket medical and pharmacy expenses for three years immediately after her retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Carmelita Sanchez Pablo be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Linda J. Perrot, MD, JD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Linda J. Perrot, M.D., J.D., Professor of Pathology, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Linda J. Perrot must resign her position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Linda J. Perrot:

1. Pay Dr. Perrot a total stipend of \$119,892.00, with no work required, in monthly payments as follows: \$4,039.00 starting July 2014 and ending June 2016; \$1,913.00 starting July 2016 and ending June 2017.
 - a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Perrot's death prior to the stipend of \$119,892.00 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Perrot's estate in lump sum.
2. Pay the full cost (employer and employee contributions) of the University of Arkansas Medical Benefit Plan and/or the University of Arkansas System UHC MAPD PPO or such other medical benefit plan the University may sponsor, up to

but not exceeding \$12,227.00, for three years of coverage for Dr. Perrot, from Dr. Perrot's retirement through June 30, 2017, with the following additional conditions:

- a. Dr. Perrot will be responsible for any insurance premium costs of the University of Arkansas Medical Benefit Plan that exceed \$12,227.00.
 - b. The \$12,227.00 will function as a pool of funds available for medical insurance premiums. These funds may not be converted to cash. Should Dr. Perrot choose to adjust her medical insurance to a more or less expensive plan, coverage will be extended until the \$12,227.00 pool is exhausted. Should Dr. Perrot leave the medical plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Perrot die before the pool is exhausted, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$12,227.00 pool is exhausted), Dr. Perrot will assume direct responsibility for the full cost of the Medical Benefit, should she choose to continue it.
 - d. If the University ceases to offer Dr. Perrot health insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Perrot as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
3. Pay the full cost (employer and employee contributions) of the University of Arkansas Dental Benefit Plan or such other dental benefit plan the University may sponsor, up to but not exceeding \$1,119.00, for three years' dental insurance coverage for Dr. Perrot, from Dr. Perrot's retirement through June 30, 2017, with the following additional conditions:
- a. Dr. Perrot will be responsible for any costs of the University of Arkansas Dental Benefit Plan that exceed \$1,119.00.
 - b. The \$1,119.00 will function as a pool of funds available for dental insurance premiums. These funds may not be converted to cash. Should Dr. Perrot choose to adjust her dental insurance to a more or less expensive plan, coverage will be extended until the \$1,119.00 pool is exhausted. Should Dr. Perrot leave the dental plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Perrot die before the pool is exhausted, any balance in the pool will return to the University.

- c. On July 1, 2017 (or at such time that the \$1,119.00 pool is exhausted), Dr. Perrot will assume direct responsibility for the full cost of the Dental Benefit Plan, should she choose to continue it.
 - d. If the University ceases to offer Dr. Perrot dental insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Perrot as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
4. If Dr. Perrot enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, she will automatically be eligible to continue to receive coverage for out-of-pocket medical and pharmacy expenses for three years immediately after her retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Linda J. Perrot be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Maria G. Portilla, MD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Maria G. Portilla, M.D., Professor of Pediatrics, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Maria G. Portilla must resign her position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Maria G. Portilla:

1. Pay Dr. Portilla a total stipend of \$194,973.96 with no work required, in monthly payments as follows: \$6,499.13 starting July 2014 and ending June 2016; \$3,249.57.00 starting July 2016 and ending June 2017.

- a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Portilla's death prior to the stipend of \$194,973.96 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Portilla's estate in lump sum.
2. If Dr. Portilla enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, she will automatically be eligible to continue to receive coverage for out-of-pocket medical and pharmacy expenses for three years immediately after her retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Maria G. Portilla be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Lee S. F. Soderberg, PhD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Lee S. F. Soderberg, Ph.D., Professor of Microbiology and Immunology, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Lee S. F. Soderberg must resign his position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Lee S. F. Soderberg:

1. Pay Dr. Soderberg a total stipend of \$115,945.08, with no work required, in monthly payments as follows: \$3,945.16 starting July 2014 and ending June 2016; \$1,771.77 starting July 2016 and ending June 2017.

- a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Soderberg's death prior to the stipend of \$115,945.08 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Soderberg's estate in lump sum.
2. Pay the full cost (employer and employee contributions) of the University of Arkansas Medical Benefit Plan and/or the University of Arkansas System UHC MAPD PPO or such other medical benefit plan the University may sponsor, up to but not exceeding \$15,682.00, for three years of coverage for Dr. Soderberg and his wife, Georgiana Soderberg, from Dr. Soderberg's retirement through June 30, 2017, with the following additional conditions:
 - a. Dr. Soderberg will be responsible for any insurance premium costs of the University of Arkansas Medical Benefit Plan that exceed \$15,682.00.
 - b. The \$15,682.00 will function as a pool of funds available for medical insurance premiums. These funds may not be converted to cash. Should Dr. Soderberg choose to adjust his medical insurance to a more or less expensive plan, coverage will be extended until the \$15,682.00 pool is exhausted. Should Dr. Soderberg leave the medical plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Soderberg die before the pool is exhausted, his wife, Georgiana Soderberg, will be given the option to continue the coverage until the pool is exhausted as long as Ms. Soderberg does not remarry. If Ms. Soderberg decides not to continue the coverage or she remarries, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$15,682.00 pool is exhausted), Dr. Soderberg will assume direct responsibility for the full cost of the Medical Benefit, should he choose to continue it.
 - d. If the University ceases to offer Dr. Soderberg health insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Soderberg as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
3. Pay the full cost (employer and employee contributions) of the University of Arkansas Dental Benefit Plan or such other dental benefit plan the University may sponsor, up to but not exceeding \$2,304.00, for three years' dental insurance

coverage for Dr. Soderberg, from Dr. Soderberg's retirement through June 30, 2017, with the following additional conditions:

- a. Dr. Soderberg will be responsible for any costs of the University of Arkansas Dental Benefit Plan that exceed \$2,304.00.
 - b. The \$2,304.00 will function as a pool of funds available for dental insurance premiums. These funds may not be converted to cash. Should Dr. Soderberg choose to adjust his dental insurance to a more or less expensive plan, coverage will be extended until the \$2,304.00 pool is exhausted. Should Dr. Soderberg leave the dental plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Soderberg die before the pool is exhausted, his wife, Georgiana Soderberg, will be given the option to continue the coverage until the pool is exhausted as long Ms. Soderberg does not remarry. If Ms. Soderberg decides not to continue the coverage or she remarries, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$2,304.00 pool is exhausted), Dr. Soderberg will assume direct responsibility for the full cost of the Dental Benefit Plan, should he choose to continue it.
 - d. If the University ceases to offer Dr. Soderberg dental insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Soderberg as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
4. If Dr. Soderberg enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, he will automatically be eligible to continue to receive coverage for out-of-pocket medical and pharmacy expenses for three years immediately after his retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Lee S. F. Soderberg be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

Terry Yamauchi, MD, Early Retirement Agreement, UAMS:

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the early retirement of Terry Yamauchi, M.D., Professor of Pediatrics, University of Arkansas Medical Sciences, is hereby approved.

BE IT FURTHER RESOLVED THAT Terry Yamauchi must resign his position effective no later than June 30, 2014, and relinquish all tenure rights. In return, the University of Arkansas for Medical Sciences will provide the following for the benefit of Terry Yamauchi:

1. Pay Dr. Yamauchi a total stipend of \$288,072.00, with no work required, in monthly payments as follows: \$9,694.48 starting July 2014 and ending June 2016; \$4,617.04 starting July 2016 and ending June 2017.
 - a. From the stipend payment, the following will be withheld: state and federal income taxes according to AR4EC and W4 forms and FICA/Medicare tax, as applicable.
 - b. In the event of Dr. Yamauchi's death prior to the stipend of \$288,072.00 being fully paid, the remainder of the payments shall be made to the personal representative of Dr. Yamauchi's estate in lump sum.
2. Pay the full cost (employer and employee contributions) of the University of Arkansas Medical Benefit Plan and/or the University of Arkansas System UHC MAPD PPO or such other medical benefit plan the University may sponsor, up to but not exceeding \$14,270.00, for three years of coverage for Dr. Yamauchi and his wife, Alison Yamauchi, from Dr. Yamauchi's retirement through June 30, 2017, with the following additional conditions:
 - a. Dr. Yamauchi will be responsible for any insurance premium costs of the University of Arkansas Medical Benefit Plan that exceed \$14,270.00.
 - b. The \$14,270.00 will function as a pool of funds available for medical insurance premiums. These funds may not be converted to cash. Should Dr. Yamauchi choose to adjust his medical insurance to a more or less expensive plan, coverage will be extended until the \$14,270.00 pool is exhausted. Should Dr. Yamauchi leave the medical plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Yamauchi die before the pool is exhausted, his wife, Alison Yamauchi, will be given the option to

continue the coverage until the pool is exhausted as long as Ms. Yamauchi does not remarry. If Ms. Yamauchi decides not to continue the coverage or she remarries, any balance in the pool will return to the University.

- c. On July 1, 2017 (or at such time that the \$14,270.00 pool is exhausted), Dr. Yamauchi will assume direct responsibility for the full cost of the Medical Benefit, should he choose to continue it.
 - d. If the University ceases to offer Dr. Yamauchi health insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Yamauchi as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.
3. Pay the full cost (employer and employee contributions) of the University of Arkansas Dental Benefit Plan or such other dental benefit plan the University may sponsor, up to but not exceeding \$2,304.00, for three years' dental insurance coverage for Dr. Yamauchi, from Dr. Yamauchi's retirement through June 30, 2017, with the following additional conditions:
- a. Dr. Yamauchi will be responsible for any costs of the University of Arkansas Dental Benefit Plan that exceed \$2,304.00.
 - b. The \$2,304.00 will function as a pool of funds available for dental insurance premiums. These funds may not be converted to cash. Should Dr. Yamauchi choose to adjust his dental insurance to a more or less expensive plan, coverage will be extended until the \$2,304.00 pool is exhausted. Should Dr. Yamauchi leave the dental plan, by choice, before June 30, 2017, any balance in the pool will return to the University. Should Dr. Yamauchi die before the pool is exhausted, his wife, Alison Yamauchi, will be given the option to continue the coverage until the pool is exhausted as long Ms. Yamauchi does not remarry. If Ms. Yamauchi decides not to continue the coverage or she remarries, any balance in the pool will return to the University.
 - c. On July 1, 2017 (or at such time that the \$2,304.00 pool is exhausted), Dr. Yamauchi will assume direct responsibility for the full cost of the Dental Benefit Plan, should he choose to continue it.
4. If the University ceases to offer Dr. Yamauchi dental insurance at any time prior to the pool of funds being exhausted, any amounts remaining will be distributed to Dr. Yamauchi as a stipend, less withholding for applicable state, federal and FICA/Medicare taxes, if applicable.

5. If Dr. Yamauchi enrolls in and maintains coverage in a University of Arkansas Medical Benefit Plan, he will automatically be eligible to continue to receive coverage for out-of-pocket medical and pharmacy expenses for three years immediately after his retirement, through June 30, 2017. This part of the Family Group Practice faculty fringe benefit program covers out-of-pocket expenses for care delivered or medicines obtained at the University of Arkansas for Medical Sciences and at Arkansas Children's Hospital. This benefit will not be available if healthcare or medicine is not obtained from either of these two institutions. This out-of-pocket medical and pharmacy benefit will not exceed \$5,000 per each of the fiscal years, for a total benefit over three years of \$15,000.

BE IT FURTHER RESOLVED THAT Terry Yamauchi be provided a period of at least seven (7) days following execution of the Early Retirement Agreement by the Chairman of the Board within which to revoke the agreement as required by applicable law.

2.2 Approval of the Granting of Emeritus Status to Donald O. Pederson, UAF:

Upon motion by Trustee Hyneman and second by Trustee Gibson, the following resolution was approved:

WHEREAS, Donald O. Pederson, vice chancellor for finance and administration at the University of Arkansas in Fayetteville, has made known his intention to retire June 30, 2014; and

WHEREAS, Dr. Pederson, who earned his bachelor of science in physics at Texas Tech University and his doctorate at Rice University, joined the University of Arkansas faculty in 1972 as an assistant professor of physics, chaired the department of physics from 1978 until 1983, and served subsequently as associate dean for research and faculty development, all within what is now the J. William Fulbright College of Arts and Sciences; and

WHEREAS, in 1985 Dr. Pederson further served the university as acting vice chancellor for academic affairs and was permanently appointed to that post the following year, serving in that capacity until being appointed the university's vice chancellor for finance and administration in September 1998; and

WHEREAS, in the century elapsed since the university's first vice president was appointed in 1914, Dr. Pederson will, at his retirement, have served longer than all other university administrators at the level of vice president, vice chancellor, or higher; and

WHEREAS, as vice chancellor for finance and administration Dr. Pederson has ably guided more than 750 employees in units reporting to him in the handling of university responsibilities including business and financial affairs, information technology, human resources, facilities management, the university's police, parking, and transit operations, and coordination of master facility planning, including property purchases, renovation, and new construction; and

WHEREAS, Dr. Pederson assisted chancellors Daniel Ferritor, John A. White, and G. David Gearhart in finding the means to bring their visions and plans for the university to fruition, with the result that the university now flourishes with its largest enrollment, a record number of new and restored facilities, and a record budget surplus; and

WHEREAS, Dr. Pederson's management of \$940 million in bond and debt financing and refinancing was largely responsible for some 60 past, current, and future facility improvement projects; and

WHEREAS, the value of Dr. Pederson's service to the university was made especially evident during the national economic recession that began in 2009, when he chaired the university's Commission on Affordability and Cost Containment, which during Fiscal Years 2010-2012 enabled the university to realize nearly \$62 million in cost savings and containment and to focus its resources on higher priority expenses; and

WHEREAS, though Dr. Pederson's exceptional leadership has benefited the university in instances too numerous to list in their entirety, let it be noted that in 2009 he was presented with the Arkansas Alumni Association's award of Honorary Alumnus, the highest distinction afforded to university employees who did not graduate therefrom; and

WHEREAS, Dr. Pederson and Kathryn W. Pederson, his wife, have generously supported the university from their personal resources, including establishment of the Kathryn W. and Donald O. Pederson Endowment and support for KUAF public radio, Friends of the Library, Garvan Woodland Gardens, and many other university causes; and

WHEREAS, for more than 40 years Dr. Pederson has consistently served the university as an educator and administrator with highest integrity and devotion;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ARKANSAS THAT the Board of Trustees expresses its profound appreciation to Donald O. Pederson for his valuable and lasting contributions to and many years of service on behalf of the University of Arkansas and confers the title of Vice Chancellor for Finance and Administration Emeritus, effective July 1, 2014, which

