

UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES

MINUTES

NOVEMBER 30, 2017

AUDIT COMMITTEE

DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE

HEALTH AFFAIRS COMMITTEE

ACADEMIC AND STUDENT AFFAIRS COMMITTEE

BUDGET AND FINANCE COMMITTEE

COMMITTEE OF THE WHOLE

BOARD OF TRUSTEES

- 1 Remarks: The Honorable Kenneth O. Simon, Chair *pro tempore*
- 2 Remarks: The Honorable Kay Ivey, Governor, State of Alabama, *ex officio* President and Chair
- 3 Approve: Minutes
- 4 Report: University President  
Presentation of Heroes Medallion to Governor Ivey
- 5 Report: Faculty Senate President
- 6 Report: Student Government Association President

*CONSENT AGENDA*

- 9 Approve: Evaluation of USA's Endowment and Non-Endowment Investment Policies
- 11 Approve: Director of the Jaguar Athletic Fund, Inc.
- 13 Approve: USA Hospitals Medical Staff Credentials for August, September and October 2017
- 14 Approve: USA Hospitals Medical Staff Bylaws and Rules and Regulations Revisions
- 15 Approve: USA Hospitals Nomination of Medical Staff Officers, 2018 and 2019 Calendar Years
- 18 Approve: Sabbatical Awards
- 19 Approve: Professors Emeritus
- 20 Approve: Dean Emeritus
- 27 Approve: Adoption of Affiliation Agreements
- 28 Approve: Executive Committee

*AUDIT COMMITTEE*

Report: Jimmy Shumock, Chair

*DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE*

Report: Jim Yance, Chair

- 10 Approve: Changes to Endowment Spending Policy

*ACADEMIC AND STUDENT AFFAIRS COMMITTEE*

Report: Scott Charlton, M.D., Chair

- 21 Approve: MBA Program Fee
- Report: Academic Affairs

*BUDGET AND FINANCE COMMITTEE*

Report: Tom Corcoran, Chair

*HEALTH AFFAIRS COMMITTEE*

Report: Steve Furr, M.D., Chair

- 16 Approve: Naming of Department of Pathology Resident Office Suite and Library
- Report: USA Health and College of Medicine

**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**November 30, 2017  
2:00 p.m.**

A meeting of the University of South Alabama Board of Trustees was duly convened by Judge Ken Simon, Chair *pro tempore*, on Thursday, November 30, 2017, at 2:02 p.m. in the Student Center Ballroom.

Members Present: Alexis Atkins, Chandra Brown Stewart, Scott Charlton, Tom Corcoran, Steve Furr, Ron Graham, Kay Ivey, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Ken Simon, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Administration and Others: Owen Bailey, Abbie Baxter, Robert Berry, Lynne Chronister, Sam Dean, Chelsia Douglas (AASA), Joel Erdmann, Monica Ezell, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Abe Mitchell, Mike Mitchell, Harold Pardue, Bill Richards, Maxey Roberts (USA Foundation), John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop and Scott Weldon.

The meeting came to order and the attendance roll was called. In his opening remarks, **ITEM 1**, Judge Simon welcomed Alabama Governor Kay Ivey, *ex officio* President and Chair of the Board, to campus and introduced new Trustees Ms. Margie Tuckson, Mr. Ron Graham and Mr. Lenus Perkins.

Judge Simon turned to Governor Ivey to make comments, **ITEM 2**. Governor Ivey talked about the impact of South Alabama as an economic driver for the region and the importance of the University's mission in meeting the needs of Alabama citizens.

Chairman Simon called for consideration of the minutes of the September 8, 2017, meeting of the Board of Trustees, **ITEM 3**. On motion by Mr. Corcoran, seconded by Mr. Shumock, the minutes were approved unanimously.

Chairman Simon called for presentation of **ITEM 4**, the President's Report. President Waldrop recognized Honorary Trustee Mr. Abe Mitchell and African-American Student Association President Ms. Chelsia Douglas. He shared information on USA's comprehensive hurricane response plan. He invited Trustees and guests to attend the Holiday Concert on December 1, as well as Fall Commencement on December 9, adding that the keynote speaker would be neuroscientist and nationally recognized expert on sport-related concussions Dr. Kevin Guskiewicz, Dean of the College of Arts and Sciences at the University of North Carolina at Chapel Hill. He announced that Mr. Christian Pearsall, a triple-major student in the Honors Col-

lege, was named a finalist for a prestigious Rhodes Scholarship – the first in South’s history. He gave an update on the search for a Chief Diversity Officer.

President Waldrop called on Dr. Smith, who reported on the search for a Chief Compliance Officer; Dr. Johnson, who introduced the new Dean of the Graduate School/Associate Vice President for Academic Affairs, Dr. Harold Pardue; and Ms. Chronister, who discussed the Department of Hospitality and Tourism Management’s partnership with the City of Mobile to provide training for participants of the Youth Empowered for Success (YES) program.

President Waldrop called on Dr. Marymont, who reported on the *A Night Honoring Heroes* event held on October 10. He said the event, a benefit for the USA Medical Center’s Level 1 Trauma Center, honored local first responders, had 600 guests and raised \$270,000. He recognized USA Foundation (USAF) Managing Director Ms. Maxey Roberts, noting the USAF was the event’s premier sponsor. Following a video featuring Saraland police officer and Trauma Center patient Ms. Jackie Tucker, Dr. Marymont invited Governor Ivey forward to accept a *Heroes* medallion for her support of USA Health initiatives that benefit Gulf Coast citizens. Governor Ivey expressed gratitude for the gesture, and for an enjoyable and informative visit to campus. She left the meeting at 2:35 p.m.

Chairman Simon called for a report from Faculty Senate President Dr. Elizabeth VandeWaa, **ITEM 5**, and a report from Student Government Association (SGA) President Mr. Carl Thomas, **ITEM 6**. Both gave an overview on the various projects and events sponsored by their organizations.

Chairman Simon called for consideration of consent agenda **ITEMS 9, 11, 13, 14, 15, 18, 19, 20, 27** and **28** as follows, noting all were unanimously recommended for Board approval by the respective committees that met previously (for copies of policies and other authorized documents, refer to **APPENDIX A**). On motion by Mr. Shumock, seconded by Mr. Perkins, the resolutions were approved unanimously:

**RESOLUTION  
EVALUATION OF THE UNIVERSITY’S ENDOWMENT  
AND NON-ENDOWMENT INVESTMENT POLICIES**

**WHEREAS**, the Southern Association of Colleges and Schools (SACS) requires that investment policies be evaluated regularly, and

**WHEREAS**, the Board of Trustees has previously approved the University’s endowment funds policies and guidelines and the University’s non-endowment cash pool investment policy,

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the University of South Alabama hereby acknowledges the current year annual evaluation of both policies by the Development, Endowment and Investments Committee.

**RESOLUTION  
DIRECTOR OF THE JAGUAR ATHLETIC FUND, INC.**

**WHEREAS**, pursuant to the Amended Bylaws of the Jaguar Athletic Fund, Inc. ("JAF"), the Board of Trustees of the University of South Alabama ("University") shall approve the JAF slate of officers and directors, and

**WHEREAS**, the University and the JAF have a history of interaction and cooperation that has served the interests of the University, and

**WHEREAS**, the Board of Directors of the JAF, through its Nominating Committee, is authorized to nominate directors and officers consistent with the aforesaid for consideration and approval by the Board of Trustees of the University, and

**WHEREAS**, the Nominating Committee of the Board of Directors and the Board of Directors of the JAF have nominated Mr. Ray Kennedy for a three-year term pending the approval of the University Board of Trustees,

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the University of South Alabama does hereby approve Mr. Ray Kennedy as a member of the Board of Directors of the JAF with a three-year term beginning December 2017 and ending December 2020.

**RESOLUTION  
USA HOSPITALS MEDICAL STAFF APPOINTMENTS AND REAPPOINTMENTS FOR AUGUST,  
SEPTEMBER AND OCTOBER 2017**

**WHEREAS**, the Medical Staff appointments and reappointments for August, September and October 2017 for the University of South Alabama Hospitals are recommended for Board approval by the Medical Executive Committees and the Executive Committee of the University of South Alabama Hospitals,

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the University of South Alabama approves the appointments and reappointments as submitted.

**RESOLUTION  
USA HOSPITALS MEDICAL STAFF BYLAWS AND RULES AND REGULATIONS, REVISIONS OF  
OCTOBER 17, 2017**

**WHEREAS**, revisions to the USA Hospitals Medical Staff Bylaws and Rules and Regulations, approved at the October 17, 2017, Medical Staff meeting and attached hereto, are recommended for approval by the Medical Executive Committees, General Medical Staff and the Executive Committee of the University of South Alabama Hospitals,

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the University of South Alabama approves the revisions as submitted.

**RESOLUTION  
USA HOSPITALS NOMINATION OF MEDICAL STAFF OFFICERS, 2018 AND 2019 CALENDAR YEARS**

**WHEREAS**, the following slate of officers approved at the General Medical Staff meeting on October 17, 2017, are recommended for approval by the Medical Executive Committees, General Medical Staff and the Executive Committee of the University of South Alabama Hospitals,



Robert E. Moore, Ph.D., Associate Professor of Speech Pathology and Audiology  
Daniel E. Rogers, Ph.D., Professor of History  
Marjorie E. Scaffa, Ph.D., Professor of Occupational Therapy  
Michael P. Spector, Ph.D., Professor of Biomedical Sciences  
Julio F. Turrens, Ph.D., Professor of Biomedical Sciences  
Gregory A. Waselkov, Ph.D., Professor of Anthropology  
William V. Wojciechowski, M.S., Associate Professor of Cardiorespiratory Care

**COLLEGE OF MEDICINE:**

John W. Foster, Ph.D., Professor of Microbiology and Immunology  
Ivan F. McMurtry, Ph.D., Professor of Pharmacology  
Frank S. Pettyjohn, M.D., Professor of Emergency Medicine  
John C. Schultz, M.D., Professor of Internal Medicine  
Barry A. Warner, D.O., Associate Professor of Internal Medicine

and,

**WHEREAS**, in recognition of their contributions to the University through extraordinary accomplishments in teaching and in the generation of new knowledge through research and scholarship; in serving to positively inspire students; and, regarding those with clinical backgrounds, for dedication to the treatment and healing of patients; all for which, in accordance with University policy, the respective faculty committees, Departmental Chair, College Dean, the Provost and Senior Vice President for Academic Affairs, the Vice President for Medical Affairs, and the President have duly recommended the aforementioned faculty retirees be appointed to the rank of Professor Emeritus or Associate Professor Emeritus,

**THEREFORE, BE IT RESOLVED**, the Board of Trustees of the University of South Alabama hereby appoints these individuals to the rank of Professor Emeritus or Associate Professor Emeritus with the rights and privileges thereunto appertaining, and

**BE IT FURTHER RESOLVED** that the Board of Trustees of the University of South Alabama, in recognition of their extraordinary accomplishments and dedicated service to the University of South Alabama, conveys its deep appreciation to these individuals.

**RESOLUTION  
DEAN EMERITUS**

**WHEREAS**, Dr. Richard J. Wood has retired from the University of South Alabama as Dean of the University Libraries, and

**WHEREAS**, in recognition of his honorable and distinguished service to the University through extraordinary accomplishments in administrative leadership and scholarship, for which, in accordance with University policy, the Faculty Senate, the Provost and Senior Vice President for Academic Affairs, and the President have duly recommended Dr. Wood be appointed to the rank of Dean Emeritus,

**THEREFORE, BE IT RESOLVED**, the Board of Trustees of the University of South Alabama hereby appoints Dr. Richard J. Wood to the rank of Dean Emeritus with the rights and privileges thereunto appertaining, and

**BE IT FURTHER RESOLVED** that the Board of Trustees of the University of South Alabama, in recognition of his extraordinary accomplishments and dedicated service to the University of South Alabama, conveys its deep appreciation to Dr. Wood.

**RESOLUTION  
ADOPTION OF AFFILIATION AGREEMENTS**

**WHEREAS**, the University of South Alabama Foundation for Research and Commercialization, the USA Research and Technology Corporation, the Jaguar Athletic Fund, Inc., the University of South Alabama College of Medicine-Medical Alumni Association, Inc., and The University of South Alabama National Alumni Association were each established as non-profit, educational and charitable organizations ("Organizations") for the purposes of serving the University of South Alabama ("University") and promoting the mission of the University pursuant to their respective Articles of Incorporation, by furthering the mission of the University through support of its academic programs, scientific research and development initiatives, and enhancement of the University's educational and training opportunities, and

**WHEREAS**, the University and the Organizations anticipate that the University will continue to provide the Organizations with specified services and facilities with which to carry out their responsibilities in exchange for the development, financial, and other service, support, and assistance the Organizations shall provide the University, and

**WHEREAS**, the Board of Trustees of the University wishes to define the arrangements concerning services, facilities, premises, and activities as set forth in the affiliation agreements between the University of South Alabama and each of the above-referenced Organizations, attached hereto,

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the University does hereby approve and adopt the attached affiliation agreements between the University of South Alabama and the following 501(c)(3) organizations -- the University of South Alabama Foundation for Research and Commercialization, the USA Research and Technology Corporation, the Jaguar Athletic Fund, Inc., the University of South Alabama College of Medicine-Medical Alumni Association, Inc., and The University of South Alabama National Alumni Association.

**RESOLUTION  
EXECUTIVE COMMITTEE OF THE BOARD OF TRUSTEES**

**WHEREAS**, the Bylaws of the University of South Alabama Board of Trustees provide for the appointment by the Chair *pro tempore* of an Executive Committee, subject to the approval of the Board, for terms concurrent with the term of the Chair *pro tempore*, who shall serve as Chair of the Executive Committee,

**THEREFORE, BE IT RESOLVED**, the Board of Trustees of the University of South Alabama approves the appointment of the following Trustees to serve on the Executive Committee with terms concurrent with the term of the current Chair *pro tempore*:

Chandra Brown Stewart  
E. Thomas Corcoran  
Steven P. Furr, M.D.  
Arlene Mitchell  
James H. Shumock

Kenneth O. Simon  
James A. Yance

Chairman Simon called for a report from the Audit Committee. Mr. Shumock, Committee Chair, said KPMG partners Ms. Eileen McGinn and Ms. Ashley Willson discussed the results of the financial audit for fiscal year 2016-2017 at an earlier meeting of the Committee. He stated KPMG rendered an unmodified opinion on the University's financial statements. He added that a plan for strengthening processes related to internal control assessment and verification was discussed, and would include technology functions.

Chairman Simon called for a report from the Development, Endowment and Investments Committee. Mr. Yance, Committee Chair, stated endowment performance was discussed at an earlier meeting of the Committee and he shared a summary. He explained **ITEM 10** as follows, noting the Committee voted unanimously to recommend approval by the Board of Trustees. On motion by Mr. Corcoran, seconded by Mr. Perkins, the resolution was approved unanimously:

**RESOLUTION  
CHANGES TO ENDOWMENT SPENDING POLICY**

**WHEREAS**, it shall be the policy of the University of South Alabama Board of Trustees to preserve and maintain the real purchasing power of the principal of the endowment funds, and

**WHEREAS**, the current spending policy will be determined by the President and the Development, Endowment and Investments Committee, and approved by the Board of Trustees, and

**WHEREAS**, the current spending policy rate is five percent of the three-year moving average of the net assets of each endowment, and

**WHEREAS**, the inception to date investment return does not support the current spending policy, and

**WHEREAS**, to preserve and maintain the real purchasing power of the principal of the endowment funds, a change is recommended to amend the current spending policy to four and one-half percent of the five-year moving average of the net assets of each endowment, and

**WHEREAS**, it is important to establish a time frame for the periodic review of the spending policy,

**THEREFORE, BE IT RESOLVED** that the University of South Alabama Board of Trustees authorizes the change of the current endowment spending policy to four and one-half percent of the five-year moving average of the net assets of each endowment, and

**BE IT FURTHER RESOLVED** that the University will establish a policy to review the spending policy every five years.

Chairman Simon called for a report from the Academic and Student Affairs Committee. Dr. Charlton, Committee Chair, said Provost Johnson presented **ITEM 21** as follows at an earlier meeting of the Committee and the Committee voted unanimously to recommend approval by the



Board of Trustees. He moved for the approval of the resolution, Dr. Stokes seconded and the resolution was approved unanimously:

**RESOLUTION  
MBA PROGRAM FEE**

**WHEREAS**, the University of South Alabama is committed to maintaining high-quality educational programs, and

**WHEREAS**, the Mitchell College of Business has identified the need to implement a program fee of \$3,000, distributed over the course of the program, to enable the restructuring of the MBA program by adding services to enhance graduate employability and connectivity to the business community, and

**WHEREAS**, additional revenues would be allocated to expenditures directly benefiting the students in the program that include a statistics lab, accounting lab, job placement/post-graduation employment activities, networking activities, and graduate assistantships, and

**WHEREAS**, the program fee would not add unreasonable costs to the program nor impair competitiveness, but would add significant value to the program, and

**WHEREAS**, after review of an analysis of program costs and of the new design of the MBA program, the Dean of the Mitchell College of Business, Provost and Senior Vice President of Academic Affairs, and the President have recommended approval of the proposed MBA program fee increase,

**THEREFORE, BE IT RESOLVED** that the Board of Trustees of the University of South Alabama approves the MBA program fee increase to be effective with the 2018 fall semester.

Dr. Charlton further reported that Provost Johnson introduced new Radiologic Sciences Chair Mr. Dale Smith and discussed the *Strategic Plan for Alabama's Public Universities*; Dr. Mitchell gave an overview of the Office of Veterans Affairs and introduced Coordinator Mr. Joshua Missouri; Dr. Smith and Chief Aull addressed campus safety, specifically, lighting and surveillance camera enhancements and Clery crime statistics; and Ms. Chronister shared an overview of the Department of Marine Sciences' research program as a prime example of research program development.

As to a report on the activities of the Division of Academic Affairs, Provost Johnson introduced Dr. Abbie Baxter, Professor in the College of Education and Professional Studies' Department of Leadership and Teacher Education. Dr. Baxter presented information on *PASSAGE USA*, a two-year certificate program designed for young adults with intellectual disabilities.

Chairman Simon called for a report from the Budget and Finance Committee. Mr. Corcoran, Committee Chair, said Mr. Weldon discussed the *University of South Alabama 2017 Financial Report* for the fiscal year ended September 30, 2017, at an earlier meeting of the Committee. He reported an increase in net position of approximately \$48 million versus the increase in net position of approximately \$26 million in 2016.

Chairman Simon called for a report from the Health Affairs Committee. Dr. Furr, Committee Chair, said Mr. Bailey gave an update on the October 1 “Go-Live” launch of USA Health’s new electronic clinical and financial records system at an earlier meeting of the Committee.

As called by Dr. Furr to introduce **ITEM 16** resolutions, Dr. Marymont advised that the Department of Pathology desired to honor the late Dr. William A. Gardner, Jr., and the late Dr. J. Allan Tucker, Jr., for outstanding contributions and recommended the naming of the departmental library for Dr. Gardner and resident office suite for Dr. Tucker. Dr. Charlton shared perspective on his time as a South Alabama medical student under the direction of Dr. Gardner. He said this was a fitting tribute, and he read and moved for the approval of the resolution. Ms. Mitchell seconded and the resolution was approved unanimously:

**RESOLUTION  
NAMING OF THE UNIVERSITY OF SOUTH ALABAMA  
DEPARTMENT OF PATHOLOGY LIBRARY**

**WHEREAS**, Dr. William A. Gardner, Jr., served as the Louise Lenoir Locke Professor and Chair of Pathology from 1981 to 2002 and as interim dean of the College of Medicine and vice president for medical affairs from 1997 to 1998, and

**WHEREAS**, Dr. Gardner sponsored numerous international exchanges with students and medical professionals and, during his tenure at USA, he received a Fulbright Award to teach prostatic pathology and other fields of medicine in the Slovak Republic from 1996 to 1997, and

**WHEREAS**, Dr. Gardner was a recognized researcher and writer, with numerous books, articles, reviews and abstracts primarily dedicated to prostate cancer, and

**WHEREAS**, Dr. Gardner’s extensive research of prostate cancer and his forward-thinking style led to many advances in the field, and

**WHEREAS**, known for his thought-provoking and entertaining presentations and lectures, Dr. Gardner was held in the highest regard by those he taught as an outstanding teacher, physician, leader, mentor and friend,

**THEREFORE, BE IT RESOLVED**, the University of South Alabama Board of Trustees gratefully acknowledges Dr. Gardner for the high standards he set in the field of pathology and for the many contributions he made to the University of South Alabama Department of Pathology by naming the USA Department of Pathology Library in memory of William A. Gardner, Jr., M.D.

Dr. Furr invited Ms. Tucker to make remarks. Ms. Tucker shared that Dr. Gardner inspired the Tuckers to come to Mobile and Dr. Tucker to join the University, and the fondness they felt for the University led them to stay. She conveyed gratitude for the opportunities that allowed Dr. Tucker to grow as a scholar and teacher. Dr. Furr read the resolution and moved for its approval. Mr. Graham seconded and the resolution was approved unanimously:

**RESOLUTION  
NAMING OF THE UNIVERSITY OF SOUTH ALABAMA  
DEPARTMENT OF PATHOLOGY RESIDENT OFFICE SUITE**

**WHEREAS**, Dr. J. Allan Tucker, Jr., answered the higher calling of academic medicine and set a high standard for excellence by demonstrating the important role physicians play as mentors for medical students and residents, and

**WHEREAS**, Dr. Tucker joined the medical faculty in the USA Department of Pathology in 1991 as an associate professor and served in many leadership roles during his 25-year career with USA Health, including director of the Health Services Foundation Anatomic Pathology Laboratories and chief of surgical pathology, director of the pathology residency program and vice chair of pathology, ultimately serving as the Louise Lenoir Locke Professor and Chair of Pathology from 2003 until he stepped down in 2015, and

**WHEREAS**, Dr. Tucker was noted for his many unique gifts that were guided by his insight, intellect, and dedication to the field of pathology and electron microscopy on a national and international scale, which were rivaled only by his wit, thoughtfulness and generosity to others, and

**WHEREAS**, as an outstanding teacher and a compassionate physician, Dr. Tucker had a profound positive impact on students, residents, faculty and staff alike, and

**WHEREAS**, Dr. Tucker was an enthusiastic medical educator in the field of pathology, who readily shared his medical knowledge interwoven with his witty stories to effectively share with others his passion for medicine along with his curiosity of how the human body functioned to the finest detail, and

**WHEREAS**, medical students, residents and faculty on numerous occasions bestowed honors upon Dr. Tucker for his stellar teaching, including Best Basic Science Professor, Best Senior Rotation, and a Faculty Recognition Award for Best Pathology Housestaff Teacher,

**THEREFORE, BE IT RESOLVED**, the University of South Alabama Board of Trustees gratefully acknowledges Dr. Tucker for the high ideals he set for others and for the enduring, meaningful contributions he made to the University of South Alabama Department of Pathology Graduate Medical Education Program by naming the USA Department of Pathology Resident Office Suite in memory of J. Allan Tucker, Jr., M.D.

Concerning a report on USA Health and the College of Medicine (COM), Dr. Marymont shared news that the COM program outperformed all but 13 schools in the nation in terms of the average Step 2 score among recent graduates, placing the University in the 90<sup>th</sup> percentile, an outcome he attributed to a redesign of the program five years prior. Among the prestigious schools outperformed were Stanford, Yale, Duke, Johns Hopkins, the Mayo Clinic and Baylor. Mr. Bailey reported that the Arnold Luterman Regional Burn Center was recently ranked first in the nation by Vizient for patient outcomes among academic medical centers with burn centers, outperforming several prominent providers, including Johns Hopkins, Brigham & Women's Hospital, Barnes-Jewish Hospital, the University of Vermont Medical Center and the University of Texas Medical Branch. He recognized Dr. Steven Kahn, Director of the Arnold Luterman Regional Burn Center, and Dr. Bill Richards, Chair of the Department of Surgery, for their influence on successful patient outcomes. Dr. Richards made brief remarks relating excellence in teaching with these achievements.

USA Board of Trustees  
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Chairman Simon asked Mr. Yance to review USA's positive standing among Ivy League institutions for endowment performance; thanked Ms. Ezell for conscientious coordination of Board meetings and functions; and invited everyone to a welcome reception for new Trustees Tuckson, Graham and Perkins.

There being no further business, the meeting was adjourned at 3:26 p.m.

Attest to:

Respectfully submitted:



Arlene Mitchell, Secretary



Kenneth O. Simon, Chair *pro tempore*

# **APPENDIX A**

**Proposed Changes to University of South Alabama Hospitals  
Medical Staff Bylaws and Rules and Regulations  
Revision/Additions Descriptions  
Approved at the USA Hospitals General Medical Staff Meeting on October 17, 2017**

**RECOMMENDED TO BE EFFECTIVE IN DECEMBER 2017**

**BYLAWS**

1. **The following sections were revised to change the Vice President of USA Health to the Chief Executive Officer title:**  
**Sections** 2.01, 3.01, 3.06, 12.05, 14.04, 14.05, 15.01, 16.08, 18.01, 20.05, 22.01 and 29.02.
2. **ARTICLE V- CATEGORIES OF TEMPORARY STAFF**  
**Section 5.01 Temporary Privileges- Locum Tenens**  
Revised University of South Alabama System to the term University of South Alabama Health.
3. **ARTICLE XVIII-CHIEF EXECUTIVE OFFICER (New title)**  
**Section 18.01 Selection**  
Revised to clarify the position is hired by the University instead of by the President of the University.
4. **ARTICLE XIX-OFFICERS**  
**Section 19.01 Chair of Medical Executive Committee –Selection- (Items C and F)**  
Revised deadline for nominations by petition to 30 days instead of 7 days prior to the General Medical Staff meeting. Revised the Medical Executive Committee Chair term of office to allow one consecutive reelection term in special circumstances.
5. **ARTICLE XXIII -MEDICAL EXECUTIVE COMMITTEE**  
**Section 23.03 Membership**  
Added the Chief Executive Officer to the ex-officio membership list.

**RULES AND REGULATIONS**

1. **2.0 General Conduct of Care:**  
**2.1.8 On-Call Obligations**  
Added a new section to describe the on-call physician responsibilities.
2. **2.2 Consultation:**  
**2.26 Essentials of a consultation**  
Added a new section describing the consult processes.
3. **6.0 Emergency Department /Pediatric Emergency Department/ OB/GYN Evaluation Center**  
**6.1 Physician requirements**  
Added a description of the new pediatric emergency department.

**Proposed Changes to University of South Alabama Hospitals Medical Staff  
Bylaws and Rules/Regulations  
Revisions approved at the USA Hospitals General Medical Staff Meeting on October 17, 2017**

## **Bylaws Proposed Changes:**

**Bold and Underlined** -New Wording

~~Strikethrough~~-Deletion

### **ARTICLE II, III, XII, XIV, XV, XVI, XVIII, XX, XXI, XXIX.**

Vice President of USA Health Systems changed to Chief Executive Officer in the following Sections:

- 2.01
- 3.01, 3.06
- 12.05
- 14.04, 14.05
- 15.01
- 16.08
- 18.01
- 20.05
- 22.01
- 29.02

### **ARTICLE V**

University of South Alabama System to University of South Alabama Health in the following Section:

- 5.01

### **ARTICLE XVIII**

**Section 18.01 CHIEF EXECUTIVE OFFICER**~~Vice President for Health Systems~~

The **Chief Executive Officer** ~~Vice President for Health Systems~~ is hired by the ~~President~~ of University of South Alabama and serves until resignation or termination.

### **ARTICLE XXIII -MEDICAL EXECUTIVE COMMITTEE**

**Section 19.01 Chair of Medical Executive Committee Selection.**

- A. Biennially, the Chair of MEC, Chair-Elect/Secretary of MEC, Chair of the Performance Improvement Council, (CW only) and Immediate past Chair of MEC in collaboration with the Hospital Administrator and the Quality Director serve as the Nomination Committee. The Nomination Committee shall nominate at least one candidate for the office of Chair-Elect/Secretary, to serve for two years beginning January 1. The Chair-Elect is presented for approval in the Chair of MEC office at the end of the Chair-Elect term.
- B. The Medical Staff Office will also send an email to Active Medical Staff members notifying them that the officer selection is due to be an agenda item at the General Medical Staff meeting.
- C. Nominations may be made prior to the General Medical Staff meeting by petition signed by at least ten (10) voting members of the Active Medical Staff and filed with the Chair of the Medical Executive Committee at least ~~seven (7)~~ **thirty 30** days prior to the General Medical Staff meeting at which officers are to be elected.
- D. The slate of officers shall be presented to the General Medical Staff for approval. The election shall be by vote at the quarterly medical staff meeting held in the fall, and the outcome shall be determined by a majority of the votes cast by the voting active medical staff members.
- E. After the vote the Medical Executive Committee will forward the elected officer list to the Executive Committee for approval. If approved by the Executive Committee, the officer selection is forwarded to the BOT for approval.

**Proposed Changes to University of South Alabama Hospitals Medical Staff  
Bylaws and Rules/Regulations  
Revisions approved at the USA Hospitals General Medical Staff Meeting on October 17, 2017**

- F. Term of Office. The Chair of MEC shall serve for two (2) years and is ~~not~~ eligible for one consecutive reelection, under extraordinary circumstances as determined by the medical executive committee as a whole.
- G. Resignation. The Chair of MEC may submit a letter of resignation to the Hospital Administrator or Executive Committee.
- H. Removal from Office.
- 1) The Chair of MEC may be removed from office by action of the Executive Committee or by a two-thirds vote of the members of the MEC if that action is ratified by the Executive Committee.
  - 2) Acceptable grounds for removal include, but are not limited to:
    - a. Failure to perform the duties of the position in a timely and appropriate manner.
    - b. Failure to support the Hospital's mission; and
    - c. Failure to satisfy the qualifications for the position.

Removal from office alone has no effect on the Physician's Medical Staff appointment status or delineated clinical privileges.

**Section 23.03 Membership**

Members of the Organized Medical Staff may be appointed for service on the MEC. The membership of the MEC, the majority of which shall be voting member physicians who are actively practicing in the hospital, shall consist of no more than 22 voting members including the following:

- A. Chair
- B. Immediate Past Chair
- C. Chair-Elect/Secretary
- D. Department Chairs and/or CW Service Line Chair
- E. Elected At-Large Members of the Medical Staff
- F. CW Only - Residency Program Directors (Primary Service)

Biennially, the Chair of MEC, Chair-Elect/Secretary of MEC, and Immediate Past Chair of MEC in collaboration with the Hospital Administrator shall appoint At-Large Members from the Organized Medical Staff.

- G. Chair of the Combined Credentials Committee
- H. Ex-Officio Members
  - 1) Hospital Administrator/designee
  - 2) Chief Nursing Officer/designee
  - 3) Quality Management Representatives
  - 4) College of Medicine Dean/Vice President of Medical Affairs
  - 5) **Chief Executive Officer**
  - 6) Residents (primary services)



Proposed Changes to University of South Alabama Hospitals Medical Staff  
Bylaws and Rules/Regulations  
Revisions approved at the USA Hospitals General Medical Staff Meeting on October 17, 2017

## Rules/Regulations Proposed Changes:

**Bold and Underlined** -New Wording

~~Strikethrough~~—Deletion

### 2.0 **General Conduct of Care:**

#### 2.1 **Physician Privileges and Responsibilities:**

New Sections

##### 2.1.8 **On-Call Obligations**

- A. **When beyond control of the on-call physician, response cannot be made for an emergency for an inpatient, the Hospital Administrator on-call will be notified to arrange alternatives which may include transfer of care to the coverage team for the remaining patient hospitalization.**
- B. **In all cases, the on-call physician is responsible for arranging for a replacement or back up when response delays are anticipated. In the event that all resources are exhausted, the Hospital Administrator on-call will be notified for a decision regarding the transfer of that service.**
- C. **When a practitioner is paged, call back is required within 15 minutes.**

#### 2.2 Consultation:

##### 2.2.1 **Providing a consultation**

Any attending physician can be called for consultation within his/her area of expertise.

##### 2.2.2 **Requesting a consultation**

The patient's primary attending physician is responsible for requesting all consultations via a written order and a note indicating the reason for the request. Consultations shall be required, except in extreme emergencies, under the following conditions.

3.2.2.1 In unusually complicated situations where specific skills of other practitioners may be needed;

3.2.2.2 In any instance in which the patient exhibits severe psychiatric symptoms.

3.2.2.3 In the event an oral maxillofacial surgeon admits a patient, a consult to the appropriate medical service is required.

##### 2.2.3 **Patient request for consultation**

A request by a patient or surrogate for a consultation will be honored by the patient's primary attending physician if appropriate.

##### 2.2.4 **Consultation report**

A consultation report must be provided by the consultant for inclusion in the medical record. The consultation report must meet the minimum requirements set forth by Medicare (review of record, pertinent findings on examination of patient and the consultant's opinion and recommendation). If the consulting attending physician actively participates in the patient's management, e.g., writes orders, their report must meet the minimum requirements set forth by Medicare for subsequent care. All reports must be authenticated by signature, date, and time by the consulting attending physician.

Proposed Changes to University of South Alabama Hospitals Medical Staff  
Bylaws and Rules/Regulations

Revisions approved at the USA Hospitals General Medical Staff Meeting on October 17, 2017

**2.2.5 Essentials of a consultation**

**A satisfactory consultation includes examination of the patient and the patient's record. The consultant's assessment and recommendation shall be documented and signed in the medical record. Physician may elect to have an L.I.P. or house staff/ team member initiate the consultation, provided the physician evaluates the patient within 24 hours of request for consultation. If the order for a consult is for assessment and recommendations only: this means that no orders are written by the consultant. The attending physician does have the option to order consult and follow patient: this means that the consultant can write orders which are to be carried out. If there is to be a transfer in responsibility of care (attending status), this must be mutually agreed upon and entered as an order in the medical record.**

**Consultations shall be completed and documented within twenty-four (24) hours of request, except when otherwise stated by the consultant and agreeable with the referring physician. When this does not occur, the attending physician shall be notified, and documented in the medical record.**

**~~2.2.5~~ 2.2.6 Nursing Issues with Care (renumbering of this section)**

**6.0 Emergency Department / Pediatric Emergency Department/ OB -GYN Evaluation Center**

**6.1 Physician requirements**

- CW** **Pediatric Emergency Department Evaluation Center**: A physician or advanced practice registered nurse or a Sexual Assault Nurse Examiner, with appropriate clinical privileges, will perform a medical screening examination, based on the patient's presenting signs and symptoms, to determine the existence of an emergency medical condition. If an advanced practice registered nurse performs the medical screening examination, he/she must review the examination findings with the physician and the physician must sign the patient's medical record. The SANE examiner will consult the ED physician, if an emergency medical condition is identified.
- CW** **OB - GYN Evaluation Center** ~~OB Evaluation Area~~: A physician or advanced practice registered nurse, with appropriate clinical privileges may perform a medical screening examination, based on the patient's presenting signs and symptoms, to determine the existence of an emergency medical condition. Additionally, a registered nurse, with medical screening examination competency validation and approved by the MEC/BOT, may perform the medical screening examination based on the patient's presenting signs and symptoms, to determine the existence of an emergency medical condition. The registered nurse will contact the physician or advanced practice registered nurse to review the medical screening examination findings and the physician or advanced practice registered nurse will determine subsequent care.

**UNIVERSITY OF SOUTH ALABAMA HOSPITALS**  
**MEDICAL STAFF MEETING MINUTES**  
**October 17, 2017**

The meeting of the University of South Alabama Hospitals Medical Staff was held at the Strada Patient Care Center on Tuesday, October 17, 2017. John Marymont, MD, Vice President for Medical Affairs and Dean of the College of Medicine called the meeting to order at 6:20 p.m. A roster of attendees is available in the Medical Staff Credentials Office.

John Marymont, MD welcomed everyone to the meeting and began by introducing Sabrina Bessette, MD, USA Medical Center Medical Staff Chair. Dr. Bessette presented the proposed revisions to the Medical Staff Bylaws for review and approval, which was granted. Benjamin Estrada, MD, USA Children's & Women's Hospital Medical Executive Committee Chair, presented the proposed revisions to the Rules and Regulation for review and approval, which was granted.

John Marymont, MD announced the slate of Medical Staff Officers recommended for approval by each hospital Medical Executive Committee for the two-year term beginning in 2018. The officers for USA Medical Center were Sabrina Bessette, MD, Chair and Edward Panacek, MD, Chair-Elect. The officers for USA Children's & Women's Hospital were Allen Perkins, MD, Chair and Craig Sherman, MD, Chair-Elect. As there were no nominations from the petition nomination process, a motion to elect the officers presented was made, carried, and approved.

John Marymont, MD introduced two new physicians: Charles Miles Harmon, MD, Neonatologist and Lisa Spiryda, MD, OB/GYN Department Chair. He announced that David Gremse, MD was named American Board of Pediatrics Board of Directors Chair.

John Marymont, MD reported, for the College of Medicine, that the Step 1 and Step 2 CK Scores are ranking in the 90 percentile nationwide. Preparations are underway for the upcoming Liaison Committee on Medical Education (LCME) Accreditation site visit scheduled for October 2018. He shared all pertinent information must be submitted by the summer of 2018.

John Marymont, MD reported, for the USA Health System, that two weeks into the Cerner Go-Live project things were better than could be expected. A Hurricane arrived during the first week of Cerner implementation, which resulted in all emergency operation plans being exercised during the Cerner initiation process. A Night Honoring Heroes was held on October 10, 2017 with 600 guests in attendance. This event honored trauma survivors and paid tribute to the courageous first responders, medical professionals and community leaders who make living possible after a traumatic injury. He also shared the University of South Alabama Foundation was the title sponsor for the inaugural event, which will benefit USA Medical Center's Level I Trauma Center.

Mr. Chris Jett, Administrator of USA Children's & Women's Hospital reported that the Joint Commission's recent survey fared exceptionally well. The Pediatric Emergency Medicine Department and the OB/GYN Evaluation Center opened in August is making a drastic improvement with the ability to separate the children and women. The process of recruiting Pediatric Emergency Medicine Fellowship trained physicians is underway. Future projects mentioned were renovations to the Labor and Delivery Waiting Room and to the Women's Tower. There are also plans to open the eighth operating room as volume indicates. He shared that focus needs to continue on market shares of deliveries with significant efforts to improve and change patient satisfaction scores. Dates of upcoming events were shared along with an invitation for all to attend: October 22, 2017 NICU Reunion; October 27, 2017 Trick or Trot Fundraiser; and November 28, 2017 Lights of Love.

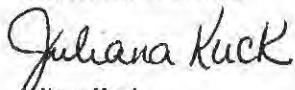
Mr. Sam Dean, Administrator of USA Medical Center, reported on the percentage of growth in several areas of the hospital including in-house patients. He shared that there have been improvements noted in Door-to-Admit; Length-of-Stay; and ED Diversion Time. It was announced that 20 additional Medical Surgery beds will be added to the 8<sup>th</sup> Floor. The renovations on the lobby and main entrance should be completed at the end of October with a grand opening planned for December. It was also announced that a CON (certificate of need) for a free standing emergency room to be located near the USA Campus was submitted.

John Marymont, MD announced that Dr. Tony Waldrop, University President, is holding the Town Hall Meetings, with one recently held at Mitchell Cancer Institute (MCI). The next meeting will be held at the USA Medical Center on October 18, 2017 with another one to be held in the near future at USA Children's & Women's Hospital. All were encouraged to attend.

John Marymont, MD introduced Apryl Ballard, Unity Program Director, and Garry Adkins, Interim Chief Information Officer, who reported on the Cerner Project. They reported that a lot of issues were resolved during the implementation period and shared some of the positive feedback received. The project has now entered into the stabilization period with the next phase being the optimization period. They will start going clinic-to-clinic and department-to-department to work with staff to standardize the message and give support where needed. It was stated that: "We are ahead of the Curve".

With no further business, the meeting was adjourned at 6:50 p.m.

Respectfully submitted,



Juliana Kuck  
Medical Credentialing Coordinator

Affiliation Agreement  
Between  
University of South Alabama  
and the  
USA Research and Technology Corporation

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the Effective Date) by and between University of South Alabama (hereinafter "USA" or "University"), a public body corporate, and the USA Research and Technology Corporation, a corporation duly organized under the laws of the State of Alabama (hereinafter "USARTC").

**RECITALS**

WHEREAS, USA is a state institution of higher learning established pursuant to the laws of the State of Alabama; and

WHEREAS, USARTC has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this Agreement as "Exhibit A;" and

WHEREAS, USARTC serves University and promotes its mission as indicated in "Exhibit A," by, among other things, furthering the educational and scientific mission of University through support of its academic programs, scientific research and development initiatives, and enhancement of University's educational and training opportunities through, among other things, promotion of development, growth and retention of high technology industries and research in Alabama, and to create, develop, construct, operate, manage, and finance one or more research and technology parks to further scientific research activities of University; and

WHEREAS, USARTC has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of University and to support University; and

WHEREAS, University and USARTC have a history of interaction and cooperation that has served the interests of University; and

WHEREAS, USA has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations; and

WHEREAS, University and USARTC anticipate that University will provide USARTC with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support and assistance USARTC shall provide University; and

WHEREAS, USA and USARTC desire to define the arrangements concerning services, facilities, premises and activities as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, University and USARTC do hereby agree as follows:

## **ARTICLE 1. PERSONNEL AND SERVICES**

USARTC may utilize, with the approval of the President of University, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of USARTC as agreed by University. See Exhibit B, attached hereto.

## **ARTICLE 2. USARTC OBLIGATIONS**

2.1 USARTC agrees to provide the services and compensate University as outlined in the First Amendment to Agreement for Services between University of South Alabama and USA Research and Technology Corporation, attached hereto as "Exhibit B."

2.2 USARTC agrees that it may only use its resources to advance University's mission as outlined in its Articles of Incorporation. USARTC further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless University consents to the proposed amendment.

2.3 USARTC agrees to maintain its financial and accounting records in accordance with Generally Accepted Accounting Principles. USARTC agrees to retain all books, accounts, reports, files and other records of USARTC relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by University, or their agents, during the term of and for a period of five years after the completion of this Agreement.

2.4 USARTC agrees to submit to an audit, by request of University, of USARTC's books, records, and expenditures, if any. University shall have the right to audit all records, financial and otherwise, if any, of USARTC to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and are expended by USARTC for purposes consistent with the terms of this Agreement. If University funds are expended for purposes inconsistent with this Agreement, USARTC, upon demand by University, shall reimburse University for such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement.

2.5 To the extent that USARTC engages in fundraising on behalf of University, USARTC agrees to accept or solicit only those gifts that are consistent with University's missions, goals or objectives.

2.6 USARTC shall not accept any gift, donation, grant or enter into any transaction that creates any liability for University, without advance written approval of the University President.

2.7 USARTC acknowledges and agrees that University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by University for use by USARTC, including all such trademarks, service marks, and trade names historically associated with USARTC.

2.8 USARTC shall adopt and maintain a conflict of interest policy.

2.9 USARTC shall provide the University President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of its Executive Committee, and the President or his designee shall have the right to attend any such meetings as well as the meetings of any other USARTC committees.

2.10 If USARTC should cease to exist, any USARTC assets donated to USARTC for the benefit of University must be transferred to University or to another 501(c)(3) non-profit entity designated by University through its Board of Trustees.

2.11 University may from time to time make other requests of USARTC or seek other assistance from USARTC in accomplishing the mission of University, and USARTC agrees that it will not unreasonably deny any such requests or assistance.

### **ARTICLE 3. UNIVERSITY OBLIGATIONS AND OTHER IN-KIND SUPPORT**

3.1 University grants USARTC a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its agreement with any outside contractors pertaining to the licensing thereof, including but not limited to a license to use marks developed by University for use by USARTC.

3.2 University grants USARTC an exclusive, transferable license to use University trademarks, service marks, and logos historically associated with USARTC or developed by University or USARTC for USARTC's use.

3.3 University agrees to designate USARTC as an official affiliated entity of University.

3.4 University shall provide USARTC such other rights, privileges or benefits as it may under applicable law and as the University President, in the President's sole discretion, may determine will assist USARTC in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio director on the Board of USARTC and President of USARTC, and shall be given reasonable notice of any meeting of the Board or Executive Committee.

3.6 Subject to the availability of funding and the budget process, University agrees to provide USARTC with resources suitable in University's judgment for the accomplishment of USARTC's activities for University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of University and USARTC. No provision in this Agreement shall be construed to give USARTC any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to USARTC under the terms of this Agreement shall remain the property of University unless sold, conveyed or transferred to USARTC by way of a separate written agreement.

3.7 The University President will encourage all parts of University to collaborate with USARTC in implementing USARTC's programs and services.

3.8 The University President agrees to inform USARTC on a regular basis of University's needs and priorities.

#### **ARTICLE 4. COMPLIANCE**

USARTC shall comply with any and all applicable federal, state, and local laws and regulations.

#### **ARTICLE 5. INDEMNIFICATION**

USARTC agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions of USARTC. USARTC agrees to reimburse University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

#### **ARTICLE 6. INSURANCE**

USARTC agrees to carry insurance satisfactory to University through the appropriate and approved University liability trust fund or outside agency to cover directors' and officers' liability, special event liability, premises liability, and general liability.

#### **ARTICLE 7. REPORTING**

USARTC shall, within one hundred twenty (120) days following the close of its Fiscal Year, submit a detailed annual report of the work and financial condition of USARTC to the President of University, and any other reports as required by this Agreement, by the Bylaws of USARTC, or by applicable law.

#### **ARTICLE 8. TERMINATION AND RENEWAL**

8.1 This Agreement shall continue until terminated as provided below.

8.2 This Agreement may be terminated for any reason by written approval and consent of University and USARTC upon ninety (90) days written notice.

8.3 Either party may terminate this Agreement for cause, including a breach of this Agreement, upon thirty (30) days written notice.

8.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 8.1, the following articles shall survive the termination: Articles 2.10, 5, 8 and 9.

8.5 The USARTC agrees to cease using the University's name, marks and logos in the event the USARTC dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

#### **ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Alabama.

9.2 The parties agree that USARTC is not the agent or employee of University, and nothing in this Agreement creates an employment or other agency relationship between the parties. USARTC is not a subsidiary of University and is not directly or indirectly controlled by University.

9.3 University and the USARTC agree that USARTC's donor and giving records and any other financial or commercial information possessed by USARTC or provided by USARTC to University concerning individuals or corporations that provide USARTC financial support are confidential and proprietary. Unless required to disclose such information by applicable law, University and USARTC agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to USARTC.

9.4 In the performance of this Agreement, USARTC shall not deny opportunities, employment or otherwise, to any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability status, genetic information or veteran status.

9.5 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.



9.6 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.


9.7 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

University of South Alabama

USA Research and Technology Corporation

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Lynne U. Chronister

Title: \_\_\_\_\_

Title: VP, Research and Economic Development

Date: \_\_\_\_\_

Date: 11/28/17

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affiliation Agreement  
Between  
University of South Alabama  
and the

University of South Alabama Foundation for Research and Commercialization

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the Effective Date) by and between University of South Alabama (hereinafter "USA" or "University"), a public body corporate, and the University of South Alabama Foundation for Research and Commercialization, a corporation duly organized under the laws of the State of Alabama (hereinafter "Foundation").

RECITALS

WHEREAS, USA is a state institution of higher learning established pursuant to the laws of the State of Alabama; and

WHEREAS, Foundation has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this Agreement as "Exhibit A;" and

WHEREAS, Foundation serves University and promotes its mission as indicated in "Exhibit A," by, among other things, furthering the educational and scientific mission of University through support of its academic programs, scientific research and development initiatives, and enhancement of University's educational and training opportunities through, among other things, promotion of development, growth and retention of high technology industries and research in Alabama, and to create, develop, construct, operate, manage, and finance one or more research and technology parks to further scientific research activities of University; and

WHEREAS, Foundation has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of University and to support University; and

WHEREAS, University and Foundation will interact and cooperate in ways that will serve the interests of University; and

WHEREAS, USA has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations; and

WHEREAS, University and Foundation anticipate that University will provide Foundation with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support, and assistance Foundation shall provide University; and

WHEREAS, USA and Foundation desire to define the arrangements concerning services, facilities, premises and activities as set forth in this Agreement.

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## ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 Foundation agrees to provide the services and compensate University as from time to time agreed upon between University of South Alabama and Foundation.

2.2 Foundation agrees that it may only use its resources to advance University's mission as outlined in its Articles of Incorporation. Foundation further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless University consents to the proposed amendment.

2.3 Foundation agrees to maintain its financial and accounting records in accordance with Generally Accepted Accounting Principles. Foundation agrees to retain all books, accounts, reports, files and other records of Foundation relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by University, or their agents, during the term of and for a period of five years after the completion of this Agreement.

2.4 Foundation agrees to submit to an audit, by request of University, of Foundation's books, records, and expenditures, if any. University shall have the right to audit all records, financial and otherwise, if any, of Foundation to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and are expended by Foundation for purposes consistent with the terms of this Agreement. If University funds are expended for purposes inconsistent with this Agreement, Foundation, upon demand by University, shall reimburse University for such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement.

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2.7 Foundation acknowledges and agrees that University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by University for use by Foundation, including all such trademarks, service marks, and trade names historically associated with Foundation.

2.8 Foundation shall adopt and maintain a conflict of interest policy.

2.9 Foundation shall provide the University President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of its Executive Committee, and the President or his designee shall have the right to attend any such meetings as well as the meetings of any other Foundation committees.

2.10 If Foundation should cease to exist, any Foundation assets donated to Foundation for the benefit of University must be transferred to University or to another 501(c)(3) non-profit entity designated by University through its Board of Trustees.

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3.4 University shall provide Foundation such other rights, privileges or benefits as it may under applicable law and as the University President, in the President's sole discretion, may determine will assist Foundation in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio director on the Board of Foundation and President of Foundation, and shall be given reasonable notice of any meeting of the Board or Executive Committee.

3.6 Subject to the availability of funding and the budget process, University agrees to provide Foundation with resources suitable in University's judgment for the accomplishment of Foundation's activities for University's benefit, and may include services and supplies, staff

support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of University and Foundation. No provision in this Agreement shall be construed to give Foundation any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to Foundation under the terms of this Agreement shall remain the property of University unless sold, conveyed or transferred to Foundation by way of a separate written agreement.

3.7 The University President will encourage all parts of University to collaborate with Foundation in implementing Foundation's programs and services.

3.8 The University President agrees to inform Foundation on a regular basis of University's needs and priorities.

#### ARTICLE 4. COMPLIANCE

Foundation shall comply with any and all applicable federal, state, and local laws and regulations.

#### ARTICLE 5. INDEMNIFICATION

Foundation agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions of Foundation. Foundation agrees to reimburse University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

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Foundation agrees to carry insurance satisfactory to University through the appropriate and approved University liability trust fund or outside agency to cover directors' and officers' liability, special event liability, premises liability, and general liability.

#### ARTICLE 7. REPORTING

Foundation shall, within one hundred twenty (120) days following the close of its Fiscal Year, submit a detailed annual report of the work and financial condition of Foundation to the President of University, and any other reports as required by this Agreement, by the Bylaws of Foundation, or by applicable law.

#### ARTICLE 8. TERMINATION AND RENEWAL

8.1 This Agreement shall continue until terminated as provided below.

8.2 This Agreement may be terminated for any reason by written approval and consent of University and Foundation upon ninety (90) days written notice.

8.3 Either party may terminate this Agreement for cause, including a breach of this Agreement, upon thirty (30) days written notice.

8.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 8.1, the following articles shall survive the termination: Articles 2.10, 5, 8 and 9.

8.5 The Foundation agrees to cease using the University's name, marks and logos in the event the Foundation dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

#### ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Alabama.

9.2 The parties agree that Foundation is not the agent or employee of University, and nothing in this Agreement creates an employment or other agency relationship between the parties. Foundation is not a subsidiary of University and is not directly or indirectly controlled by University.

9.3 University and the Foundation agree that Foundation's donor and giving records and any other financial or commercial information possessed by Foundation or provided by Foundation to University concerning individuals or corporations that provide Foundation financial support are confidential and proprietary. Unless required to disclose such information by applicable law, University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to Foundation.

9.4 In the performance of this Agreement, Foundation shall not deny opportunities, employment or otherwise, to any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability status, genetic information or veteran status.

9.5 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.6 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any

controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.7 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

University of South Alabama

University of South Alabama Foundation for  
Research and Commercialization

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: Lynne U. Chronister

Title: \_\_\_\_\_

Title: VP, Research and Economic Development

Date: \_\_\_\_\_

Date: 11/28/17

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**AFFILIATION AGREEMENT  
BETWEEN  
UNIVERSITY OF SOUTH ALABAMA  
AND THE  
JAGUAR ATHLETIC FUND, INC.**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the Effective Date) by and between University of South Alabama (hereinafter "USA" or "University"), a public body corporate, and the Jaguar Athletic Fund, Inc., a corporation duly organized under the laws of the State of Alabama (hereinafter "JAF").

**RECITALS**

WHEREAS, USA is a state institution of higher learning established pursuant to the laws of the State of Alabama; and

WHEREAS, JAF has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this Agreement as "Exhibit A;" and

WHEREAS, JAF serves University and promotes its mission as indicated in "Exhibit A," by, among other things, providing support to its educational and athletic functions, including its athletic programs; and

WHEREAS, JAF has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of University and to support University; and

WHEREAS, University and JAF have a history of interaction and cooperation that has served the interests of University; and

WHEREAS, University has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations; and

WHEREAS, University and JAF anticipate that University will provide JAF with specified services and facilities with which to carry out its responsibilities in exchange for the development, financial, and other service, support and assistance JAF shall provide University; and

WHEREAS, USA and JAF desire to define the arrangements concerning services, facilities, premises and activities as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, University and JAF do hereby agree as follows:



## **ARTICLE 1. PERSONNEL AND SERVICES**

JAF may utilize, with the approval of the President of University, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of JAF as agreed by University.

## **ARTICLE 2. JAF OBLIGATIONS**

2.1 JAF agrees to provide the services and compensate University as requested by University.

2.2 JAF agrees that it may only use its resources to advance University's mission as outlined in its Articles of Incorporation.

2.3 JAF agrees to maintain its financial and accounting records in accordance with Generally Accepted Accounting Principles. JAF agrees to retain all books, accounts, reports, files and other records of JAF relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by University, or their agents, during the term of and for a period of five years after the completion of this Agreement.

2.4 JAF agrees to submit to an audit, by request of University, of JAF's books, records, and expenditures, if any. University shall have the right to audit all records, financial and otherwise, if any, of JAF to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and are expended by JAF for purposes consistent with the terms of this Agreement. If University funds are expended by JAF for purposes inconsistent with this Agreement, JAF, upon demand by University, shall reimburse University for such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement.

2.5 To the extent that JAF engages in fundraising on behalf of University, JAF agrees to accept or solicit only those gifts that are consistent with University's missions, goals or objectives.

2.6 JAF shall not accept any gift, donation, grant or enter into any transaction that creates any liability for University, without advance written approval of the University President.

2.7 JAF acknowledges and agrees that University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by University for use by JAF, including all such trademarks, service marks, and trade names historically associated with JAF.

2.8 JAF shall adopt and maintain a conflict of interest policy.

2.9 JAF shall provide the University President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of any such Executive Committee as may be formed, and the President or his designee shall have the right to attend any such meetings as well as the meetings of any other JAF committees.

2.10 If JAF should cease to exist, any JAF assets donated to JAF for the benefit of University will be transferred to University for the use of USA Athletics.

2.11 University may from time to time make other requests of JAF or seek other assistance from JAF in accomplishing the mission of University, and JAF agrees that it will not unreasonably deny any such requests or assistance.

### **ARTICLE 3. UNIVERSITY OBLIGATIONS AND OTHER IN-KIND SUPPORT**

3.1 University grants JAF a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its agreement with any outside contractors pertaining to the licensing thereof, including but not limited to a license to use marks developed by University for use by JAF.

3.2 University grants JAF an exclusive, transferable license to use University trademarks, service marks, and logos historically associated with JAF or developed by University or JAF for JAF's use.

3.3 University agrees to designate JAF as an official affiliated entity of University.

3.4 University shall provide JAF such other rights, privileges or benefits as it may under applicable law and as the University President, in the President's sole discretion, may determine will assist JAF in discharging its obligations under this Agreement.

3.5 The University President, or his/her designee, shall be a director on the Board of JAF and shall be given reasonable notice of any meeting of the Board or Executive Committee.

3.6 Subject to the availability of funding and the budget process, University agrees to provide JAF with resources suitable in University's judgment for the accomplishment of JAF's activities for University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of University and JAF. No provision in this Agreement shall be construed to give JAF any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to JAF under the terms of this Agreement shall remain the property of University unless sold, conveyed or transferred to JAF by way of a separate written agreement.

3.7 The University President will encourage all parts of University to collaborate with JAF in implementing JAF's programs and services.

3.8 The University President agrees to inform JAF on a regular basis of University's needs and priorities.

#### **ARTICLE 4. COMPLIANCE**

JAF shall comply with any and all applicable federal, state, and local laws and regulations.

#### **ARTICLE 5. INDEMNIFICATION**

JAF agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions of JAF. JAF agrees to reimburse University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

#### **ARTICLE 6. INSURANCE**

JAF agrees to carry insurance satisfactory to University through the appropriate and approved University fund or outside agency to cover directors' and officers' liability, special event liability, premises liability, and general liability.

#### **ARTICLE 7. REPORTING**

JAF shall, within one hundred twenty (120) days following the close of its Fiscal Year, submit a detailed annual report of the work and financial condition of JAF to the President of University, and any other reports as required by this Agreement, by the Bylaws of JAF, or by applicable law.

#### **ARTICLE 8. TERMINATION AND RENEWAL**

8.1 This Agreement shall continue until terminated as provided below.

8.2 This Agreement may be terminated for any reason by written approval and consent of University upon ninety (90) days written notice.

8.3 Either party may terminate this Agreement for cause, including a breach of this Agreement, upon thirty (30) days written notice.

8.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 8.1, the following articles shall survive the termination: Articles 2.10, 5, 8 and 9.

8.5 The JAF agrees to cease using the University's name, marks and logos in the event the JAF dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

## ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Alabama.

9.2 The parties agree that JAF is not the agent or employee of University, and nothing in this Agreement creates an employment or other agency relationship between the parties. JAF is not a subsidiary of University and is not directly or indirectly controlled by University.

9.3 University and the JAF agree that JAF's donor and giving records and any other financial or commercial information possessed by JAF or provided by JAF to University concerning individuals or corporations that provide JAF financial support are confidential and proprietary. Unless required to disclose such information by applicable law, University and JAF agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to JAF.

9.4 In the performance of this Agreement, JAF shall not deny opportunities, employment or otherwise, to any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability status, genetic information or veteran status.

9.5 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.6 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.7 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

University of South Alabama

Jaguar Athletic Fund, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Name: JAMES H SHUMOCK

Title: PRESIDENT

Date: 11/16/2017

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affiliation Agreement  
Between the  
University of South Alabama  
and the  
University of South Alabama College of Medicine-  
Medical Alumni Association, Inc.

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the Effective Date) by and between University of South Alabama (hereinafter "USA" or "University"), a public body corporate, and the University of South Alabama College of Medicine-Medical Alumni Association, Inc., a corporation duly organized under the laws of the State of Alabama (hereinafter "Corporation").

**RECITALS**

WHEREAS, USA is a state institution of higher learning established pursuant to the laws of the State of Alabama; and

WHEREAS, Corporation has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation, a copy of which is attached to this Agreement as "Exhibit A;" and

WHEREAS, Corporation has as its purpose to support University through the promotion of medical education, academic and scientific research and educational projects and activities of the University of South Alabama College of Medicine (hereinafter "USACOM") and its students, as well as granting scholarships to students entering or attending USACOM, as indicated in its Bylaws, which are attached hereto as "Exhibit B;" and

WHEREAS, Corporation has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of University and to support University; and

WHEREAS, University and Corporation have a history of interaction and cooperation that has served the interests of University; and

WHEREAS, University has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations; and

WHEREAS, University and Corporation anticipate that University will provide Corporation with specified services, financial resources and facilities with which to carry out its responsibilities in exchange for the program, financial, private gifts support, and other service, support and assistance Corporation shall provide University; and

WHEREAS, USA and Corporation desire to define the arrangements concerning services, facilities, activities, program and financial relationship as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, University and Corporation do hereby agree as follows:

### **ARTICLE 1. PERSONNEL AND SERVICES**

Corporation may utilize, with the approval of the President of University, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of Corporation as agreed by University.

### **ARTICLE 2. CORPORATION OBLIGATIONS**

2.1 Corporation agrees to provide the services and compensate University as requested by University and consistent with organizational documents of both entities.

2.2 Corporation agrees that it may only use its resources to advance University's mission as outlined in its Articles of Incorporation.

2.3 Corporation agrees to maintain its financial and accounting records in accordance with Generally Accepted Accounting Principles. Corporation agrees to retain all books, accounts, reports, files and other records of Corporation relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by University, or their agents, during the term of and for a period of five years after the completion of this Agreement.

2.4 Corporation agrees to submit to an audit, by request of University, of Corporation's books, records, and expenditures, if any. University shall have the right to audit all records, financial and otherwise, if any, of Corporation to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and the Association, and are expended by Corporation for purposes consistent with the terms of this Agreement. If University funds are expended by Corporation for purposes inconsistent with this Agreement, Corporation, upon demand by University, shall reimburse such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement.

2.5 To the extent that Corporation engages in fundraising on behalf of University, Corporation agrees to accept or solicit only those gifts that are consistent with University's missions, goals or objectives.

2.6 Corporation shall not accept any gift, donation, grant or enter into any transaction that creates any liability for University, without advance written approval of the University President.

2.7 Corporation acknowledges and agrees that University owns all copyright, interest in and right to all trademarks, trade names, logos, and service marks developed by University for

use by Corporation or which contain the words "University of South Alabama," including all such trademarks, service marks, and trade names historically associated with Corporation.

2.8 Corporation shall adopt and maintain a conflict of interest policy.

2.9 Corporation shall provide the University President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of Executive Committee, and the President or his designee, the dean of the College of Medicine, shall have the right to attend any such meetings as well as the meetings of any other Corporation committees.

2.10 If Corporation should cease to exist, any Corporation assets donated to Corporation for the benefit of University must be transferred to University or to another 501(c)(3) non-profit entity designated by University through its Board of Trustees for use by the University and the College of Medicine as scholarships for students pursuing their undergraduate medical education.

### **ARTICLE 3. UNIVERSITY OBLIGATIONS AND OTHER IN-KIND SUPPORT**

3.1 University grants Corporation a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its agreement with any outside contractors pertaining to the licensing thereof, including but not limited to a license to use marks developed by University for use by Corporation.

3.2 University grants Corporation an exclusive, transferable license to use University trademarks, service marks, and logos historically associated with Corporation or developed by University or Corporation for Corporation's use.

3.3 University agrees to designate Corporation as an official affiliated entity of University.

3.4 University shall provide Corporation such other rights, privileges or benefits as it may under applicable law and as the University President, in the President's sole discretion, may determine will assist Corporation in discharging its obligations under this Agreement.

3.5 Subject to the availability of funding and the budget process, University agrees to provide Corporation with resources suitable in University's judgment for the accomplishment of Corporation's activities for University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of University and Corporation. No provision in this Agreement shall be construed to give Corporation any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to Corporation under the terms of this Agreement shall remain the property of University unless sold, conveyed or transferred to Corporation by way of a separate written agreement.



3.6 The University President will encourage all parts of University to collaborate with Corporation in implementing Corporation's programs and services.

3.7 The University President agrees to inform Corporation on a regular basis of University's needs and priorities.

#### **ARTICLE 4. COMPLIANCE**

Corporation shall comply with any and all applicable federal, state, and local laws and regulations.

#### **ARTICLE 5. INDEMNIFICATION**

Corporation agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions of Corporation. Corporation agrees to reimburse University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

#### **ARTICLE 6. INSURANCE**

Corporation agrees to carry insurance satisfactory to University through the appropriate and approved University fund or outside agency to cover directors' and officers' liability, special event liability, premises liability, and general liability.

#### **ARTICLE 7. REPORTING**

Corporation shall, within one hundred twenty (120) days following the close of its Fiscal Year, submit a detailed annual report of the work and financial condition of Corporation to the President of University, and any other reports as required by this Agreement, by the Bylaws of Corporation, or by applicable law.

#### **ARTICLE 8. TERMINATION AND RENEWAL**

8.1 This Agreement shall continue until terminated as provided below.

8.2 This Agreement may be terminated for any reason by written approval and consent of University and Corporation upon ninety (90) days written notice.

8.3 Either party may terminate this Agreement for cause, including a breach of this Agreement, upon thirty (30) days written notice.

8.4 If this Agreement is terminated for any reason, the following articles shall survive the termination: Articles 2.10, 5, 8 and 9.

8.5 The Corporation agrees to cease using the University's name, marks and logos in the event the Corporation dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Alabama.

9.2 The parties agree that Corporation is not the agent or employee of University, and nothing in this Agreement creates an employment or other agency relationship between the parties. Corporation is not a subsidiary of University and is not directly or indirectly controlled by University.

9.3 University and the Corporation agree that Corporation's donor and giving records and any other financial or commercial information possessed by Corporation or provided by Corporation to University concerning individuals or corporations that provide Corporation financial support are confidential and proprietary. Unless required to disclose such information by applicable law, University and Corporation agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to Corporation.

9.4 In the performance of this Agreement, Corporation shall not deny opportunities, employment or otherwise, to any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability status, genetic information or veteran status.

9.5 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.6 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.7 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

University of South Alabama

University of South Alabama College of  
Medicine-Medical Alumni Association, Inc.

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: William E. Blaylock, M.D.

Title: \_\_\_\_\_

Title: President, USA COM Medical Alumni Association

Date: \_\_\_\_\_

Date: Nov. 16, 2017

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Affiliation Agreement  
Between the  
University of South Alabama  
and

The University of South Alabama National Alumni Association

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 (the Effective Date) by and between University of South Alabama (hereinafter "USA" or "University"), a public body corporate, and The University of South Alabama National Alumni Association, a corporation duly organized under the laws of the State of Alabama (hereinafter "Association").

**RECITALS**

WHEREAS, USA is a state institution of higher learning established pursuant to the laws of the State of Alabama; and

WHEREAS, Association has been established as a non-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986 for the purposes outlined in its Articles of Incorporation and amendments thereto, a copy of which are attached to this Agreement as "Exhibit A;" and

WHEREAS, Association has as its mission "to support and positively influence the goals of the University through an active relationship with the University, its alumni, students and friends [, and] to provide comprehensive programs, services and resources to benefit the University, its alumni, students and friends," as indicated in its Constitution, which is attached hereto as "Exhibit B;" and

WHEREAS, Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of University and to support University; and

WHEREAS, University and Association have a history of interaction and cooperation that has served the interests of University; and

WHEREAS, University has the authority and right to enter into agreements with affiliated 501(c)(3), not-for-profit organizations; and

WHEREAS, University and Association anticipate that University will provide Association with specified services, financial resources and facilities with which to carry out its responsibilities in exchange for the program, financial, private gifts support, and other service, support and assistance Association shall provide University; and

WHEREAS, USA and Association desire to define the arrangements concerning services, facilities, activities, program and financial relationship as set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, University and Association do hereby agree as follows:

## **ARTICLE 1. PERSONNEL AND SERVICES**

Association may utilize, with the approval of the President of University, such University administrative, professional and other employees from time to time as are needed to carry out the purposes of Association as agreed by University.

## **ARTICLE 2. ASSOCIATION OBLIGATIONS**

2.1 Association agrees to provide any and all services reasonably requested by the University which are consistent with the mission and purpose of the Association and to compensate University as requested for goods and services provided by University.

2.2 Association agrees that it may only use its resources to advance University's mission as outlined in its Articles of Incorporation.

2.3 Association agrees to maintain its financial and accounting records in accordance with Generally Accepted Accounting Principles. Association agrees to retain all books, accounts, reports, files and other records of Association relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by University, or their agents, during the term of and for a period of five years after the completion of this Agreement.

2.4 Association agrees to submit to an audit, by request of University, of Association's books, records, and expenditures, if any. University shall have the right to audit all records, financial and otherwise, if any, of Association to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and the Association, and are expended by Association for purposes consistent with the terms of this Agreement. If University funds are expended by Association for purposes inconsistent with this Agreement, Association, upon demand by University, shall reimburse such misused funds, and University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement.

2.5 To the extent that Association engages in fundraising on behalf of University, Association agrees to accept or solicit only those gifts that are consistent with University's missions, goals or objectives.

2.6 Association shall not accept any gift, donation, grant or enter into any transaction that creates any liability for University, without advance written approval of the University President.

2.7 Association grants University a non-exclusive, non-transferable license to use trademarks, service marks, and logos to the extent which are owned by Association.

2.8 Association shall adopt and maintain a conflict of interest policy.

2.9 Association shall provide the University President reasonable notice of any regular, annual, or special meetings of its Board of Directors or of Executive Committee, and the President or his designee shall have the right to attend any such meetings as well as the meetings of any other Association committees.

2.10 If Association should cease to exist, any Association assets donated to Association for the benefit of University must be transferred to University or to another 501(c)(3) non-profit entity designated by University through its Board of Trustees. If the University should cease to exist, Association assets shall be utilized in such as manner as to carry out as closely as possible the intentions of the donors of the funds, to the extent applicable at the time.

2.11 University may from time to time make other requests of Association or seek other assistance from Association in accomplishing the mission of University, and Association agrees that it will not unreasonably deny any such requests or assistance.

### **ARTICLE 3. UNIVERSITY OBLIGATIONS AND OTHER IN-KIND SUPPORT**

3.1 University grants Association a non-exclusive, non-transferable license to use University trademarks, service marks, and logos consistent with University policy and its agreement with any outside contractors pertaining to the licensing thereof, including but not limited to a license to use marks developed by University for use by Association.

3.2 University grants Association an exclusive, transferable license to use University trademarks, service marks, and logos historically associated with Association or developed by University or Association for Association's use.

3.3 University agrees to designate Association as an official affiliated entity of University.

3.4 University shall provide Association such other rights, privileges or benefits as it may under applicable law and as the University President, in the President's sole discretion, may determine will assist Association in discharging its obligations under this Agreement.

3.5 Subject to the availability of funding and the budget process, University agrees to provide Association with resources suitable in University's judgment for the accomplishment of Association's activities for University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of University and Association. No provision in this Agreement shall be construed to give Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year; however, once a particular resource is expended by the University on behalf of Association,

University may not later request that Association compensate University for said resource. All University assets, including personal property, made available to Association under the terms of this Agreement shall remain the property of University unless sold, conveyed or transferred to Association by way of a separate written agreement.

3.6 The University President will encourage all parts of University to collaborate with Association in implementing Association's programs and services.

3.7 The University President agrees to inform Association on a regular basis of University's needs and priorities.

#### **ARTICLE 4. COMPLIANCE**

Association shall comply with any and all applicable federal, state, and local laws and regulations.

#### **ARTICLE 5. INDEMNIFICATION**

Association agrees to indemnify and hold harmless University, including its agents and employees from any and all claims, demands, suits or liabilities of any nature, or on account of any of the actions or inactions of Association. Association agrees to reimburse University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

#### **ARTICLE 6. INSURANCE**

Association agrees to carry insurance satisfactory to University through the appropriate and approved University fund or outside agency to cover directors' and officers' liability, special event liability, premises liability, and general liability.

#### **ARTICLE 7. REPORTING**

Association shall, within one hundred twenty (120) days following the close of its Fiscal Year, submit a detailed annual report of the work and financial condition of Association to the President of University, and any other reports as required by this Agreement, by the Bylaws of Association, or by applicable law.

#### **ARTICLE 8. TERMINATION AND RENEWAL**

8.1 This Agreement shall continue until terminated as provided below.

8.2 This Agreement may be terminated for any reason by written approval and consent of University and Association upon ninety (90) days written notice.

8.3 Either party may terminate this Agreement for cause, including a breach of this Agreement, upon thirty (30) days written notice.

8.4 If this Agreement is terminated for any reason, the following articles shall survive the termination: Articles 2.10, 5, 8 and 9.

8.5 The Association agrees to cease using the University's name, marks and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Alabama.

9.2 The parties agree that Association is not the agent or employee of University, and nothing in this Agreement creates an employment or other agency relationship between the parties. Association is not a subsidiary of University and is not directly or indirectly controlled by University.

9.3 University and the Association agree that Association's donor and giving records and any other financial or commercial information possessed by Association or provided by Association to University concerning individuals or corporations that provide Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law, University and Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to Association.

9.4 In the performance of this Agreement, Association shall not deny opportunities, employment or otherwise, to any person on the basis of race, color, religion, national origin, age, sex, sexual orientation, disability status, genetic information or veteran status.

9.5 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

9.6 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

9.7 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.



IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth below.

University of South Alabama

The University of South Alabama National  
Alumni Association

By: \_\_\_\_\_

By: *Douglas Whitmore*

Name: \_\_\_\_\_

Name: DOUGLAS WHITMORE

Title: \_\_\_\_\_

Title: PRESIDENT

Date: \_\_\_\_\_

Date: 17 NOVEMBER 2017

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



UNIVERSITY OF SOUTH ALABAMA

**DISCLOSURE OF INFORMATION ON PURCHASE OF REAL PROPERTY  
PURSUANT TO ALABAMA ACT 2014-133**

**PROPERTY ADDRESS:**

171 Lyons Park Avenue  
Mobile, Alabama 36604  
Parcel Number 02-29-07-25-0-004-069

**APPRAISAL INFORMATION:**

Appraised By: M.D. Bell and Company  
Date of Appraisal: 07/17/2017  
Appraised Value: \$50,000.00

**CONTRACTS RELATED TO THE PURCHASE:**

Attached as Exhibit "A"

**PURCHASE TERMS:**

Cash Purchase

**SOURCES OF FUNDS USED IN THE PURCHASE:**

Unrestricted Funds

USA PROPERTIES

775 N. University Blvd. | Suite 150 | Mobile, Alabama 36608-4548  
TEL: (251) 460-6100 | FAX: (251) 461-1765 | [SouthAlabama.edu](http://SouthAlabama.edu)

## REAL ESTATE PURCHASE CONTRACT

The University of South Alabama ("Buyer"), a public body corporate, whose principal address is 307 University Boulevard North, AD-170, Mobile, AL 36688 ("Buyer's Address"), hereby agrees to buy and M P T Inc ("Seller"), whose principal address is 629 Chelsea Drive East, Mobile, Alabama 36608 ("Seller's Address"), hereby agrees to sell for the consideration and upon the terms hereinafter set forth, the real estate commonly known as:

171 Lyons Park Avenue, Mobile, Alabama 36604

Parcel: R02 29 07 25 0 004 069

FROM NW COR OF SPRING HILL AVE & LYONS PARK AVE RUN TH NLY ALG W/L OF LYONS PARK AVE 500 FT TO POB OF PPTY HEREIN DESC TH CONT NLY ALG SAID W/L 50 FT TO PT TH WITH AN INT ANG OF 90 DEG 17 MIN 10 SEC RUN WLY 150 FT TO PT TH WITH AN INT ANG OF 89 DEG 42 MIN 50 SEC RUN SLY 50 FT TO PT TH WITH AN INT ANG OF 90 DEG 17 MIN 10 SEC RUN ELY 150 FT TO POB #SEC 25 T4S R1W #MP29 07 25 0 004

TOGETHER WITH all rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining (the "Property").

### ARTICLE I - Purchase Price and Condition of Property

1.1 The purchase price for the Property shall be **THIRTY SIX THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$36,500.00)** (the "Purchase Price") and shall be payable on the day of Closing ("Closing Date") by cash, cashier's check, certified check or wire transfer. Seller shall pay the cost of acquiring a current title insurance policy for the benefit of Buyer, and the cost of document preparation, including a general warranty deed. Buyer agrees to pay all closing and settlement costs. Property taxes shall be prorated as of the Closing date.

1.2 Seller agrees that the proceeds of this sale shall be used to satisfy any and all outstanding mortgages and/or liens that exist on the Property at the Closing of this transaction (the "Closing") before any remaining proceeds from the sale are given to Seller.

1.3 Seller understands that Buyer desires to buy the land only without any dwelling or structure of any kind located upon it. Seller hereby agrees, at Seller's expense, to have the current structure demolished with all debris associated therewith, including the structure's slab, removed from the Property to Buyer's reasonable satisfaction prior to Closing.

#### **ARTICLE II - Earnest Money**

2.1 Buyer agrees to deliver earnest money in the amount of Nine Thousand and No/100 Dollars (\$9,000.00) to the Seller upon execution of this Real Estate Purchase Contract (the "Contract"), said earnest money to be returned to Buyer in full if the Closing of this transaction does not occur by the time specified herein due to Seller's failure to demolish the current structure on the property as described in section 1.3. If the Closing should not occur for any reason other than Seller's failure to demolish the structure, Buyer's earnest money will be returned to Buyer.

#### **ARTICLE III - Closing**

3.1 Unless otherwise extended by the provisions of the "Contract" or by agreement in writing by the parties, the Closing of this transaction shall be held within thirty days (30) days of the signing of this contract.

3.2 The Closing shall be held at the title insurance company of Buyer's choosing.

#### **ARTICLE IV - Possession**

4.1 Seller and Buyer acknowledge and agree that until the Closing date, Seller shall have possession of the Property and shall continue to pay any and all expenses incurred by Seller such as yard maintenance and agrees to indemnify and hold Buyer harmless from any and all costs associated with same. Seller shall be responsible for insuring the property during the period of

Seller's possession. Buyer shall bear no responsibility for risk of loss prior to the time that Seller vacates the property.

#### **ARTICLE V - Deed and Other Documents**

5.1 Seller shall convey the Property to Buyer by recordable General Warranty Deed (the "Deed"), conveying good and marketable title of record to the Property, in fee simple, free and clear of all liens and encumbrances except for a lien of real property taxes not yet due and payable, any liens and encumbrances which do not interfere with Buyer's intended use of the Property, including existing easements, and other exceptions approved in writing by Buyer.

5.2 Seller shall execute and deliver with the Deed such other documents as may be required by any governmental entity or by the title insurance company as a condition to the issuance of its policy of title insurance in accordance with Article VI, including, but not limited to:

- (a) The standard affidavit required by the title insurance company for the removal of the standard preprinted exceptions from the title insurance policy; and
- (b) A Certificate of Non-Foreign Status or other evidence satisfactory to Buyer and the title insurance company confirming that Buyer is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

#### **ARTICLE VI - Title Insurance**

6.1 Buyer shall order a title insurance commitment or preliminary title report issued by the title company of Buyer's choosing (referred to as "Title Insurance Company") in which the Title Insurance Company commits that upon delivery and recordation of the Deed and other documents provided for in this Contract, it will issue, at its usual rate, an ALTA form B owner's policy with extended coverage or comparable form, insuring access to the Property and such other endorsements as Buyer may request (the "Policy"), insuring Buyer in the total amount of the

Purchase Price, fee simple title to the Premises subject only to (a) the lien for real estate taxes not yet due and payable; (b) exceptions approved in writing by Buyer; and/or (c) such liens as are to be released and discharged at the Closing. Seller agrees to provide to Buyer and the Title Insurance Company all title information in Seller's possession relating to the Property together with a copy of the most recent tax bills relating to the Property.

6.2 Without limiting the foregoing or being limited thereby, the standard exceptions for parties in possession, mechanics' and materialmen's liens and matters which would be disclosed by an accurate survey shall be eliminated from said Policy.

6.3 Seller shall bear all costs and expenses incurred in connection with the issuance of said title commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Contract.

6.4 If the title insurance commitment or report shows any exceptions to title other than those referred to in Article 6.1 above, Buyer shall notify Seller in writing of the defects in title within ten (10) days after receipt of the title commitment (with copies of all documents referred to therein). Seller shall then have ten (10) days after receipt of such notice in which to cure such defects and furnish to Buyer satisfactory proof that such defects have been cured. Seller agrees to use its best efforts to cure such defects. If Seller fails or is unable to cure such title defects within such ten (10) day period or to obtain title insurance which will give affirmative coverage to Buyer against loss as a result of such title defects, Buyer shall have the option, to be exercised in its sole discretion, to (i) proceed with Closing of this transaction subject to such title defects, or (ii) terminate this Contract.

#### **ARTICLE VII - Taxes and Assessments**

7.1 Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is held, prorated through the Closing

Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final.

7.2 Seller shall pay any special assessments which (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

#### **ARTICLE VIII - Utility Charges**

8.1 Seller shall pay or credit on the Purchase Price all unpaid utility charges and all charges for services of any type furnished to the Property by all governmental agencies, public utilities and/or private utilities through the Closing Date.

#### **ARTICLE IX - Risk of Loss**

9.1 The risk of loss, damage or destruction to the Property and any improvements thereon through condemnation, fire or otherwise shall be borne by Seller until the Closing.

#### **ARTICLE X - Conditions to Closing**

10.1 Buyer's obligation to close this transaction is subject to the following conditions and covenants:

(a) Easements. Buyer may obtain at or prior to Closing all other easements or licenses deemed necessary by Buyer upon terms and conditions acceptable to Buyer. Seller agrees to reasonably cooperate with Buyer in obtaining any such easements or licenses.

(b) Survey. Buyer may obtain, at Buyer's sole cost, a certified ALTA survey, being a legal description, made by a licensed surveyor, showing the area, dimensions and location of the Property to the nearest monuments, streets, alleys or property, the location of all improvements, utilities and encroachments, the location of all proposed and recorded easements against or appurtenant to the Property. If a survey is obtained and discloses any condition rendering the Property unusable, in

Buyer's sole judgment, for the intended purpose of Buyer, Buyer may terminate this Contract for Purchase with no penalty.

(c) Title Insurance. Buyer shall have obtained from Seller a satisfactory title insurance commitment or preliminary title report in accordance with Article VI above.

(d) Seller's Performance. Seller shall have performed all terms, covenants and obligations required of Seller hereunder.

(e) Environmental Audit and Testing. Buyer, at Buyer's expense, may obtain a current satisfactory Phase I or Phase II Environmental Audit of the Property and any other environmental testing which Buyer deems reasonably necessary to evaluate potential environmental risks. If such audit or tests reveal the existence of any toxic or hazardous waste, material or substance on, under or surrounding the Property, Buyer may terminate this Contract.

(f) Satisfaction of all existing mortgages and/or liens.

(g) Demolition by Seller of all existing structures upon the property and removal of all debris associated therewith, to Buyer's reasonable satisfaction.

#### **ARTICLE XI - Notices**

11.1 Unless otherwise provided herein, all notices shall be in writing and shall be deemed effective upon the earlier of either (a) personal delivery (b) facsimile or (c) deposit in the U.S. Mail, marked Certified or Registered, return receipt requested, with postage prepaid to Seller at 629 Chelsea Drive East, Mobile, Alabama 36608 and to Buyer at 775 N. University Blvd., Suite 150, Mobile, Alabama 36608.

#### **ARTICLE XII - Representations and Warranties**

12.1 Seller represents, warrants and covenants to Buyer as to the following matters, and shall be deemed to remake all of the following representations, warranties and covenants as of the Closing Date.



- (a) All covenants, conditions, restrictions, easements and similar matters affecting the Property have been complied with.
- (b) There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property or the furnishings and equipment contained in the premises and sold as part of this Agreement. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending, threatened or contemplated against Seller, the Property or the furnishings and equipment contained in the premises and sold as part of this Agreement. Seller is not contemplating the institution of insolvency proceedings.
- (c) Seller has no knowledge of any pending or contemplated eminent domain, condemnation, or other governmental or quasi-governmental taking of any part or all of the Property.
- (d) Seller has not been notified of any possible future improvements by any public authority, any part of the cost of which might be assessed against any part of the Property.
- (e) To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Buyer the location of all underground storage tanks on the Property (if any).
- (f) No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.
- (g) The execution and delivery of this Contract has been duly authorized and validly executed and delivered by Seller, and will not (i) constitute

or result in the breach of or default under any oral or written agreement to which Seller is a party or which affects the Property; (ii) constitute or result in a violation of any order, decree or injunction with respect to which either Seller and/or the Property is/are bound; (iii) cause or entitle any party to have a right to accelerate or declare a default under any oral or written agreement to which Seller is a party or which affects the Property; and or (iv) violate any provision of any municipal, state or federal law, statutory or otherwise, to which either Seller or the Property may be subject.

12.2 As an inducement to Seller to enter into this Contract, Buyer represents that Buyer has the right, power and authority to purchase the Property in accordance with the terms and conditions of this Contract and that Buyer has validly executed and delivered this Contract.

12.3 Except as is expressly provided in this Contract, Buyer acknowledges that neither Seller nor any agent, attorney, employee or representative of Seller has made any representations as to the physical nature or condition of the Property.

12.4 All of the representations, warranties and covenants made by Seller in Article XII and elsewhere in this Contract shall survive the Closing for a period of two (2) years. Unless Buyer delivers notice to Seller of a breach of representation, warranty or covenant contained in Article XII or elsewhere in this Contract within two (2) years of the Closing Date, the representation, warranty or covenant shall be of no further force or effect.

### **ARTICLE XIII - Miscellaneous**

13.1 This Contract shall inure to the benefit of and bind the parties hereto, their respective heirs, executors, administrators, personal and/or legal representatives, successors and assigns.

13.2 This Contract constitutes the entire agreement between the parties and there are no representations, oral or written, relating to the Property or to this transaction which have not been incorporated herein. Any agreement hereafter made shall be ineffective to change, modify or

discharge this Contract in whole or in part unless such agreement is in writing and signed by the party against whom enforcement of any change, modification or discharge is sought.

13.3 The headings of the Articles hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

13.4 If two or more persons constitute the Seller, the word "Seller" shall be construed as if it reads "Sellers" throughout this Contract.

13.5 This Contract shall be construed, interpreted and enforced in accordance with the laws of the State of Alabama. The parties agree and acknowledge that the only forum for any claim against Buyer pursuant to this Agreement is the Alabama State Board of Adjustment.

13.6 This Contract may be executed in multiple counterparts, each of which shall be considered to be an original document.

13.7 The Effective Date shall be the date of the last execution hereof.

13.8 Time is of the essence hereof.

13.9 Any condition or right of termination, cancellation or rescission granted by this Contract to Seller or Buyer may be waived by such party provided such waiver is in writing.

13.10 If the time period or date by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires or occurs on a Saturday, Sunday, or legal or bank holiday, then such time period or date shall be automatically extended through the close of business on the next regularly scheduled business day.

#### **ARTICLE XIV - Acceptance**

14.1 In the event this Contract is not signed simultaneously by both parties, it shall be considered to be an offer made by the party first executing it. In such event this offer shall expire **Friday, December 1, 2017 at 12:00pm NOON**, Central Daylight Time following the offer unless one copy of this Contract, executed by the party to whom this offer had been made, shall have been mailed (in accordance with Article XI hereof) or personally delivered to the party making the offer.

**ARTICLE XV – Broker Agency Disclosure: 34-27-8-(c)**

The listing company is:	The selling company is:
<b>USA Properties</b>	<b>USA Properties</b>
<b><u>TWO BLOCKS MAY BE CHECKED</u></b>	<b><u>TWO BLOCKS MAY BE CHECKED</u></b>
<input type="checkbox"/> and is an Agent of the Seller <input checked="" type="checkbox"/> and is an Agent of the Buyer <input type="checkbox"/> and is an Agent of both Seller and Buyer acting as a limited dual consensual agent <input checked="" type="checkbox"/> and is assisting the <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller as a transaction broker.	<input type="checkbox"/> and is an Agent of the Seller <input checked="" type="checkbox"/> and is an Agent of the Buyer <input type="checkbox"/> and is an Agent of both Seller and Buyer acting as a limited dual consensual agent <input checked="" type="checkbox"/> and is assisting the <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller as a transaction broker.
Seller(s) initials: <u>PTH</u>	Buyer(s) initials: <u>214</u>

15.1 Both Buyer and Seller represents and warrants USA Properties is understood to be an Agent of the Buyer and strictly assisting Seller as a transaction broker. Buyer represents that the Seller is in no way obligated for any payment of commission to USA Properties with regards to the execution of this transaction.

Signed by Buyer this 27<sup>th</sup> day of November, 2017.

**BUYER:**  
**UNIVERSITY OF SOUTH ALABAMA**

By: Robert K. Davis

Robert K. Davis  
University Treasurer

Signed by Seller this 30<sup>th</sup> day of November, 2017.

**SELLER:**  
**MPT, INC.**

By: Patricia T. Hooks

Print Name: PATRICIA T. Hooks

**REAL ESTATE PURCHASE CONTRACT ADDENDUM #1**

This Addendum is to be attached and made a part of the Real Estate Purchase Contract ("Contract") between The University of South Alabama ("Buyer"), a public body corporate, whose principal address is 307 University Boulevard North, AD-170, Mobile, AL 36688 and M P T Inc ("Seller"), whose principal address is 629 Chelsea Drive East, Mobile, Alabama 36608 .

The following terms are incorporated into and made a part of the Contract:

1. The Closing of the transaction shall take place no later than January 31, 2018.
2. Buyer agrees to pay all 2018 property taxes associated with the property.

Except as revised and amended by this Addendum, all other terms, provision, covenants, and agreements contained in the Contract shall remain in full force and effect.

Signed by Buyer this 19th day of  
December, 2017.

Accepted  Rejected and Countered  
per attached Addendum \_\_\_ by Seller this  
20<sup>th</sup> day of December, 2017.

**BUYER:**  
**UNIVERSITY OF SOUTH ALABAMA**

By: Robert K. Davis

Robert K. Davis  
University Treasurer

12/19/17

**SELLER:**  
**M P T, Inc**

By: Patricia T. Hooks

Print Name: PATRICIA T. Hooks



UNIVERSITY OF SOUTH ALABAMA

DONOR GIFT FORM

This agreement made this 22<sup>nd</sup> day of January, 2018 between MPT, Inc. hereinafter called the DONOR and the UNIVERSITY OF SOUTH ALABAMA, a public body corporate, hereinafter called the UNIVERSITY. It is agreed by and between the DONOR and the UNIVERSITY as follows:

1. Gift Agreement:

The DONOR hereby agrees to sell to the University property at 171 Lyons Park Mobile, AL for a discounted value. This discounted value is estimated at \$22,500. Donor will hereby receive this amount as gift credit in University gift recognition societies.

2. Donor Recognition:

The DONOR'S gift will be recognized in the University's Honor Roll of Donors and the appropriate Donor Recognition Club.

Name to be listed in Honor Roll of Donors: Dr. and Mrs. Charles D. Terry

The DONOR understands that the name format referenced above will supersede the name format requested in any prior agreements.

3. Other Information Related to the Gift:

With this gift, the donor will also receive special appreciation and recognition plaques on a Donor Wall of the DONOR'S choosing at USA Children's and Women's Hospital.

The exact name to be used on the Donor Wall is:

Dr. and Mrs. Charles D. Terry

The DONOR understands that the name format referenced above will supersede the name format requested in any prior agreements.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in duplicate on the day and year first above written.

UNIVERSITY OF SOUTH ALABAMA

DONOR

By:

Margaret M. Sullivan

Margaret Murray Sullivan

Vice President

Development & Alumni Relations

By:

Patricia T. Hooks

MPT, Inc.

# **COMMITTEE MINUTES**

**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**AUDIT COMMITTEE**

**November 30, 2017  
9:30 a.m.**

A meeting of the Audit Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Jimmy Shumock, Chair, on Thursday, November 30, 2017, at 9:36 a.m. in the Student Center Ballroom.

Members Present: Alexis Atkins, Scott Charlton, Ron Graham, Ron Jenkins and Jimmy Shumock.

Other Trustees: Chandra Brown Stewart, Tom Corcoran, Steve Furr, Arlene Mitchell, Lenus Perkins, Ken Simon, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Monica Ezell, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Eileen McGinn and Ashley Willson (KPMG), Mike Mitchell, John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop and Scott Weldon.

The meeting came to order and the attendance roll was called. Mr. Shumock called on Mr. Weldon, who introduced Ms. Eileen McGinn and Ms. Ashley Willson for presentation of **ITEM 7**, the KPMG audit reports for the year ended September 30, 2017. Ms. McGinn credited the finance staff with efficient methods and provided an overview on the audit findings, noting an unmodified opinion on the financial statements. She and Ms. Willson delivered the required communications.

Mr. Shumock called for consideration of the minutes of the meeting held on September 7, 2017. On motion by Dr. Charlton, seconded by Capt. Jenkins, the minutes were adopted unanimously.

With reference to a previous discussion on the possible engagement of KPMG to conduct an audit on internal controls, Mr. Shumock, citing best practices, advised that the Audit Committee, internal auditors, accounting staff and KPMG would collaborate to develop a risk assessment matrix and risk prevention procedures involving the technology, finance and operations processes of the University and USA Health. He said progress would be reported to the Board on a regular basis. Mr. Corcoran suggested that a comprehensive summary on insurance coverage be provided as well.

There being no further business, the meeting was adjourned at 9:58 a.m.

Respectfully submitted:



James H. Shumock, Chair



**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE**

**November 30, 2017  
9:58 a.m.**

A meeting of the Development, Endowment and Investments Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Jim Yance, Chair, on Thursday, November 30, 2017, at 9:58 a.m. in the Student Center Ballroom.

Members Present: Chandra Brown Stewart, Tom Corcoran, Ron Jenkins, Steve Stokes, Mike Windom and Jim Yance.

Other Trustees: Alexis Atkins, Scott Charlton, Steve Furr, Ron Graham, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Ken Simon and Margie Tuckson.

Administration and Others: Terry Albano, Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Monica Ezell, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, Norman Pitman, John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop and Scott Weldon.

The meeting came to order and the attendance roll was called. Mr. Yance called for consideration of the minutes of the meeting held on September 7, 2017. On motion by Mr. Windom, seconded by Mr. Corcoran, the minutes were adopted unanimously.

Mr. Yance called for presentation of **ITEM 8**, a report on endowment and investment performance. Among the statistics presented for the period October 1, 2016, through September 30, 2017, Mr. Albano reported a performance of 12.48 percent vs. the relative index of 10.62 percent, an outperformance of 1.86 percent, and investment earnings of approximately \$17 million. He reported, since inception, a return of 5.34 percent vs. the relative index of 4.36 percent, an outperformance of .98 percent, and earnings of approximately \$71 million. He shared the positive ranking of South compared to Ivy League schools for fiscal year performance.

Mr. Yance presented **ITEM 9**, a resolution acknowledging the annual evaluation of the University's endowment and non-endowment investment policies (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on November 30, 2017). He noted revisions were not recommended. On motion by Mr. Corcoran, seconded by Mr. Windom, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance called on Mr. Weldon for presentation of **ITEM 10**, a resolution authorizing the endowment spending policy be adjusted to four and one-half percent of the five-year moving average of the net assets of each endowment, as well as creation of a policy to review the spending policy every five years. Mr. Weldon stated, in recent years, many universities have reduced their annual spending rates based on historical endowment returns. On motion by Mr. Corcoran, seconded by Mr. Windom, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance asked Dr. Erdmann to present **ITEM 11**, a resolution approving the appointment of Mr. Ray Kennedy as a member of the Jaguar Athletic Fund (JAF) Board of Directors with a three-year term from December 2017 to December 2020. Dr. Erdmann reviewed the vetting process for JAF directors and described Mr. Kennedy as a loyal Jag supporter. On motion by Mr. Windom, seconded by Capt. Jenkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Yance called for a report on the activities of the Division of Development and Alumni Relations, **ITEM 12**. Dr. Stokes, Upward & Onward Campaign Co-Chair, reported \$105.3 million in gifts and pledges through November 27, or 70.2 percent of the \$150 million campaign goal, and remarked on a potential \$5 million gift for the hospitals. He acknowledged a Mitchell-Moulton Scholarship Initiative fund-raising impact of approximately \$15.2 million, inclusive of matching fund expectancies. He said a new database and software system would be implemented in late spring for enhanced fundraising capabilities, and he urged everyone to help identify prospective donors. He reported South was the largest contributor to the annual United Way drive, with 2,341 staff raising more than \$245,000. Ms. Sullivan called this a testament to the University's deep commitment to the community. She shared additional campaign highlights, noting close to 40,000 gifts from nearly 26,000 donors as of November 13, and addressed fundraising totals by strategic priority. She recognized Dr. Stokes for a substantial gift to the *Angelia & Steven Stokes Endowed Chair of Environmental Resiliency*.

Dr. Stokes advised of a recent article in the *Dothan Eagle* pertaining to red snapper research funded by the state, in which South Alabama and Marine Sciences Chair Dr. Sean Powers were prominently recognized.

There being no further business, the meeting was adjourned at 10:15 a.m.

Respectfully submitted:

  
James A. Yance, Chair

**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**HEALTH AFFAIRS COMMITTEE**

**November 30, 2017  
10:15 a.m.**

A meeting of the Health Affairs Committee of the University of South Alabama Board of Trustees was duly convened by Dr. Steve Furr, Chair, on Thursday, November 30, 2017, at 10:15 a.m. in the Student Center Ballroom.

Members Present: Alexis Atkins, Chandra Brown Stewart, Scott Charlton, Steve Furr, Arlene Mitchell and Steve Stokes.

Other Trustees: Tom Corcoran, Ron Graham, Ron Jenkins, Lenus Perkins, Jimmy Shumock, Ken Simon, Margie Tuckson, Mike Windom and Jim Yance.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Monica Ezell, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop and Scott Weldon.

The meeting came to order and the attendance roll was called. Dr. Furr called for consideration of the minutes of the meeting held on September 7, 2017. On motion by Dr. Charlton, seconded by Ms. Brown Stewart, the Committee voted unanimously to adopt the minutes.

Dr. Furr addressed **ITEM 13**, a resolution authorizing the USA Hospitals medical staff appointments and reappointments for August, September and October 2017 (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on November 30, 2017). On motion by Ms. Mitchell, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Furr presented **ITEM 14**, a resolution authorizing revisions to the USA Hospitals Medical Staff Bylaws and Rules and Regulations as recommended. On motion by Ms. Mitchell, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Furr introduced **ITEM 15**, a resolution authorizing medical staff officers as set forth for the calendar years 2018 and 2019. On motion by Ms. Atkins, seconded by Ms. Mitchell, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.


Dr. Furr called on Dr. Marymont for presentation of **ITEM 16** resolutions authorizing the naming of the Department of Pathology Resident Office Suite for the late Dr. J. Allan Tucker, Jr., and the Department of Pathology Library for the late Dr. William A. Gardner, Jr. Dr. Marymont shared insight on the exceptional contributions of Drs. Tucker and Gardner to the medical profession and to the University of South Alabama, including the distinguished service of each as Chair of the Department of Pathology. On motion by Ms. Brown Stewart, seconded by Ms. Mitchell, the Committee voted unanimously to recommend approval of the resolutions by the Board of Trustees.

Dr. Furr called on Dr. Marymont to address **ITEM 17**, a report on the activities of the Division of USA Health and the College of Medicine. Dr. Marymont recognized the entire Unity project team for outstanding efforts on the successful planning and transition to a comprehensive electronic patient records system. He introduced Mr. Bailey, who talked about the complexities surrounding the October 1 “Go-Live” implementation of Cerner Millennium software, which made possible a “one patient, one record” approach to clinical and financial information management. He detailed execution aspects, such as having a substantial on-site support presence to help 3,800 employees, and explained expectations going forward.

Mr. Shumock remarked that he enjoyed the *A Night Honoring Heroes* event in October.

There being no further business, the meeting was adjourned at 10:26 a.m.

Respectfully submitted:

  
\_\_\_\_\_  
Steven P. Furr, M.D., Chair

**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**ACADEMIC AND STUDENT AFFAIRS COMMITTEE**

**November 30, 2017  
10:26 a.m.**

A meeting of the Academic and Student Affairs Committee of the University of South Alabama Board of Trustees was duly convened by Dr. Scott Charlton, Chair, on Thursday, November 30, 2017, at 10:26 a.m. in the Student Center Ballroom.

Members Present: Alexis Atkins, Scott Charlton, Steve Furr, Ron Graham, Lenus Perkins and Mike Windom.

Other Trustees: Chandra Brown Stewart, Tom Corcoran, Ron Jenkins, Arlene Mitchell, Jimmy Shumock, Ken Simon, Steve Stokes, Margie Tuckson and Jim Yance.

Administration and Others: Zeke Aull, Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Monica Ezell, Mike Finan, Bobette Fisher, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Joshua Missouri, Mike Mitchell, Dale Smith, John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop, Scott Weldon, Jenny Wilcutt and Bob Wood.

The meeting came to order and the attendance roll was called. Dr. Charlton called for consideration of the minutes of the meeting held on September 7, 2017. On motion by Mr. Windom, seconded by Mr. Perkins, the Committee voted unanimously to adopt the minutes.

Dr. Charlton called upon Provost Johnson to address **ITEM 18**, a resolution authorizing sabbatical awards for the 2018 Fall semester through the 2019 Spring semester (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on November 30, 2017). On motion by Mr. Windom, seconded by Mr. Perkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Provost Johnson presented **ITEM 19**, a resolution conveying emeritus status to retired faculty as set forth and expressing the Board's appreciation for the service of each. On motion by Mr. Windom, seconded by Ms. Atkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Provost Johnson presented **ITEM 20**, a resolution designating retired Dean of the University Libraries Dr. Richard Wood as *Dean Emeritus*. On motion by Mr. Windom, seconded by Ms. Atkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Charlton called for presentation of **ITEM 21**, a resolution authorizing a \$3,000 program fee to support enhancement of the M.B.A. program, to become effective with students entering the program in the 2019 fall semester. Provost Johnson said all proceeds would benefit M.B.A students directly

and the fee would be assessed as students matriculate through the program. He introduced Dean Wood to answer questions. On motion by Ms. Mitchell, seconded by Mr. Windom, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Dr. Charlton called for a report on the activities of the Division of Academic Affairs, **ITEM 22**. Provost Johnson introduced Department of Radiologic Sciences Chair Mr. Dale Smith. He also discussed the document *Strategic Plan for Alabama's Public Universities* and its eventual use, together with similar plans drafted by other educational sectors in the state, to develop a unified plan for all education in the state of Alabama.

Dr. Charlton called for a report on the activities of the Division of Student Affairs, **ITEM 23**. Dr. Mitchell shared an overview on services administered through the Office of Veterans Affairs and introduced Veterans Affairs Coordinator Mr. Joshua Missouri. Mr. Missouri recognized staff members Ms. Jenny Wilcutt and Ms. Bobette Fisher, and answered questions regarding educational benefits and availability of mental health treatment.

Dr. Charlton called for a report on campus safety, **ITEM 24**. Dr. Smith talked about efforts over seven years to improve lighting, expand surveillance cameras at campus entrances and address overgrown shrubbery and trees. He said the total cost for lighting and surveillance enhancements through the current year would exceed \$1.7 million. Campus Police Chief Mr. Zeke Aull said evening walking tours with faculty and students had been effective for assessing safety needs. He presented Clery crime statistics for the period 2011-2016, noting an overall decrease in crimes reported from 2015 to 2016. He talked about ongoing opportunities to engage students in safety dialogue and provide mental health first aid and crisis diffusion training to area law enforcement.

Dr. Charlton called for a report on the activities of the Division of Research and Economic Development, **ITEM 25**. By way of an overview on research growth within the Department of Marine Sciences, Ms. Chronister demonstrated factors significant to research program development. She stated, with the help of seed gifts from the Stokeses totaling approximately \$1.6 million, the program was able to secure federal and state grants and contracts totaling approximately \$16.5 million over a five-year period.

Chairman Simon asked Dr. Finan to comment on the Mitchell Cancer Institute's recruitment of nationally renowned melanoma and immunotherapy researcher Dr. Art Frankel, named the Arlene and Mayer Mitchell Chair in Medical Oncology. He thanked Ms. Mitchell for establishing the endowment that funds Dr. Frankel's work. Brief discussion took place on the implications of instrumentation on research growth and opportunities for expanding instrumentation.

There being no further business, the meeting was adjourned at 11:11 a.m.

Respectfully submitted:

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Scott A. Charlton, M.D., Chair

**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**BUDGET AND FINANCE COMMITTEE**

**November 30, 2017**

**11:11 a.m.**

A meeting of the Budget and Finance Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Tom Corcoran, Chair, on Thursday, November 30, 2017, at 11:11 a.m. in the Student Center Ballroom.

**Members Present:** Tom Corcoran, Ron Graham, Arlene Mitchell, Lenus Perkins, Steve Stokes and Jim Yance.

**Other Trustees:** Alexis Atkins, Chandra Brown Stewart, Scott Charlton, Steve Furr, Ron Jenkins, Jimmy Shumock, Ken Simon, Margie Tuckson and Mike Windom.

**Administration and Others:** Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Monica Ezell, Mike Finan, Happy Fulford, Gerald Gattis, Mike Haskins, Pam Henderson, David Johnson, Melva Jones, John Marymont, Mike Mitchell, John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop and Scott Weldon.

The meeting came to order and the attendance roll was called. Mr. Corcoran called for consideration of the minutes of the meeting held on September 7, 2017. On motion by Mr. Yance, seconded by Dr. Stokes, the minutes were adopted unanimously.

Mr. Corcoran called for presentation of **ITEM 26**, the *University of South Alabama 2017 Financial Report*. Prior to discussing the financial report, Mr. Weldon recognized retiring Associate Vice President for Finance and Administration-Human Resources Ms. Pam Henderson and welcomed Human Resources Executive Director Mr. Gerald Gattis to the role of Assistant Vice President for Finance and Administration-Human Resources. He then reported an increase in net position of approximately \$48 million for 2017, as compared to the approximate \$26 million increase in net position in 2016. He stated the difference was due primarily to an improvement in investment income.

Mr. Corcoran asked Ms. Tucker to address **ITEM 27** resolutions authorizing adoption of affiliation agreements between the University and entities that exist to support the advancement of the Institution -- the USA Foundation for Research and Commercialization; USA Research and Technology Corporation; Jaguar Athletic Fund, Inc.; USA National Alumni Association; and USA College of Medicine Medical Alumni Association, Inc. (for copies of resolutions, policies and other

authorized documents, refer to the minutes of the Board of Trustees meeting held on November 30, 2017). Ms. Tucker noted that, unlike the agreements adopted five years previously, language was inserted that would require an affirmative act in order to terminate an affiliation. She stated the agreements are necessary for Southern Association of Colleges and Schools Commission on Colleges compliance. On motion by Ms. Mitchell, seconded by Dr. Stokes, the Committee voted unanimously to recommend approval of the resolutions by the Board of Trustees.

There being no further business, the meeting was adjourned at 11:18 a.m.

Respectfully submitted:

  
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E. Thomas Corcoran, Chair



**UNIVERSITY OF SOUTH ALABAMA  
BOARD OF TRUSTEES**

**COMMITTEE OF THE WHOLE**

**November 30, 2017**

**11:18 a.m.**

A meeting of the Committee of the Whole of the University of South Alabama Board of Trustees was duly convened by Judge Ken Simon, Chair *pro tempore*, on Thursday, November 30, 2017, at 11:18 a.m. in the Student Center Ballroom.

Members Present: Alexis Atkins, Chandra Brown Stewart, Scott Charlton, Tom Corcoran, Steve Furr, Ron Graham, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Ken Simon, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Member Absent: Kay Ivey.

Administration and Others: Owen Bailey, Robert Berry, Lynne Chronister, Joel Erdmann, Monica Ezell, Mike Finan, Happy Fulford, Mike Haskins, David Johnson, Melva Jones, John Marymont, Mike Mitchell, John Smith, Margaret Sullivan, Carl Thomas (SGA), Jean Tucker, Elizabeth VandeWaa (Faculty Senate), Tony Waldrop and Scott Weldon.

The meeting came to order and the attendance roll was called. Chairman Simon called for consideration of the minutes of meetings of the Executive Committee and Long-Range Planning Committee held on September 7, 2017. On motion by Mr. Shumock, seconded by Capt. Jenkins, the minutes were approved unanimously.

Chairman Simon called for consideration of **ITEM 28**, a resolution authorizing Chairman Simon, Mr. Shumock, Ms. Mitchell, Ms. Brown Stewart, Mr. Corcoran, Dr. Furr and Mr. Yance as members of the Executive Committee (for copies of resolutions, policies and other authorized documents, refer to the minutes of the Board of Trustees meeting held on November 30, 2017). On motion by Mr. Corcoran, seconded by Mr. Shumock, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

In accordance with the provisions of the Alabama Open Meetings Act, Chairman Simon moved to hold an executive session for an approximate duration of 30 minutes for the purpose of discussing pending or imminent litigation and preliminary negotiations in trade competition. He added Ms. Tucker, Senior University Attorney, had submitted the required written declaration for the minutes. Ms. Mitchell seconded and the Board voted unanimously at 11:20 a.m., as recorded below, to convene an executive session at 11:25 a.m.:

AYES:  
Ms. Atkins  
Ms. Brown Stewart  
Dr. Charlton  
Mr. Corcoran  
Dr. Furr  
Mr. Graham  
Capt. Jenkins  
Ms. Mitchell  
Mr. Perkins  
Mr. Shumock  
Chairman Simon  
Dr. Stokes  
Ms. Tuckson  
Mr. Windom  
Mr. Yance

Following the executive session, Chairman Simon announced that discussion during the executive session was limited to pending or imminent litigation. There being no further business, the meeting was adjourned at 12:01 p.m.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "Kenneth O. Simon", written over a horizontal line.

Kenneth O. Simon, Chair *pro tempore*

# APPENDIX A

Executive Session

University of South Alabama Board of Trustees Committee of the Whole meeting November 30, 2017.

The purpose of the executive session for the above-referenced meeting is to discuss with Jean Tucker, Senior University Attorney, pending or imminent litigation and preliminary negotiations in trade competition.

This declaration is submitted pursuant to the requirements of the Alabama Open Meetings Act by Jean Walker Tucker, ASB number 9400K72J.

*Jean Walker Tucker*  
9400 K72J