

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

MINUTES OF MEETINGS

COMMITTEE MEETINGS HELD ON JUNE 2, 2022

Audit Committee

Development, Endowment and Investments Committee

Health Affairs Committee

Academic and Student Affairs Committee

Budget and Finance Committee

Long-Range Planning Committee

Committee of the Whole

BOARD OF TRUSTEES MEETING HELD ON JUNE 3, 2022

- 1 Roll Call
- 1.A Approved: Revised Agenda
- 2 Approved: Minutes
- 3 Approved: 2022-2023 Board Meeting Schedule
- 4 Report: University President
- 5 Report: Faculty Senate President
- 6 Report: Student Government Association President
- 7 Approved: Consent Agenda Resolutions
 - Audit Committee Charge
 - USA Health Hospitals Medical Staff Appointments and Reappointments for February, March and April 2022
- 8 Report: Audit Committee
- 9 Report: Development, Endowment and Investments Committee
- 10 Report: Health Affairs Committee
- 11 Report: Academic and Student Affairs Committee
- 12 Approved: Tenure and Promotion
- 13 Approved: Tuition, Fees, and Housing and Dining Rates
- 14 Report: Budget and Finance Committee
- 15 Report: Long-Range Planning Committee
- 16 Report: Nominating Committee
- 17 Approved: Election of Officers
- 18 Approved: Commendation of the Honorable Victor Gaston
- 19 Approved: Commendation of the Honorable Harry Shiver
- 19.A Approved: Commendation of the Honorable Joe Faust
- 20 Approved: Commendation of the Honorable Kay Ivey
- 21 Approved: Commendation of the Honorable Richard Shelby
- 22 Approved: Commendation of the USA Foundation and Naming of the College of Medicine
- 23 Approved: Posthumous Commendation of the Honorable Steve McMillan
- 24 Approved: Commendation of Mr. James H. Shumock for Service as Chair Pro Tempore and Conferral of the Title Chair Pro Tempore Emeritus
 - Portrait Unveiling

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

**June 3, 2022
10:30 a.m.**

A meeting of the University of South Alabama Board of Trustees was duly convened by Mr. Jimmy Shumock, Chair *pro tempore*, on Friday, June 3, 2022, at 10:30 a.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Alexis Atkins, Chandra Brown Stewart, Tom Corcoran, Steve Furr, Ron Graham, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance were present.

Members Absent: Scott Charlton, Ron Jenkins and Kay Ivey.

Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Camille Bonura (SGA), Paul Bruske, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Amanda and Matt King, Laney King, Nick Lawkis, John Marymont, John McMillan, Abe Mitchell, Mike Mitchell, Richard Mooney, Diana Nichols, Maxey Roberts, Laura Schrott, Jeb Schrenk, Carmel Shumock, Debbie Shumock, Polly Stokley, Margaret Sullivan, Linda and John Whiddon, Clement Williams, and Amelia Rose, Hallie, Isabella, Shipley and Sophia Zimlich.

Following the call to order and brief introductory remarks by Chairman Shumock, the attendance roll was called, **Item 1**. Chairman Shumock called for consideration of the revised agenda, **Item 1.A**. On motion by Ms. Mitchell, seconded by Mr. Corcoran, the revised agenda was adopted unanimously.

Chairman Shumock called for consideration of **Item 3** as follows. On motion by Mr. Graham, seconded by Ms. Atkins, the Board voted unanimously to approve the resolution:

**RESOLUTION
2022-2023 BOARD MEETING SCHEDULE**

WHEREAS, Article II, Section 1, of the Bylaws provides that the Board shall schedule annually, in advance, regular meetings of the Board to be held during the ensuing year, and may designate one of such meetings as the annual meeting of the Board,

THEREFORE, BE IT RESOLVED that the regular meetings of the University of South Alabama Board of Trustees shall be held on the following dates:

- Thursday, September 22, 2022
- Thursday, December 1, 2022
- Friday, March 3, 2023
- Friday, June 2, 2023,

and

FURTHER, BE IT RESOLVED that the date of June 2, 2023, be designated as the annual meeting of the University of South Alabama Board of Trustees for 2022-2023.

Chairman Shumock called for consideration of the minutes of a meeting held on March 11, 2022, **Item 2**. On motion by Dr. Stokes, seconded by Ms. Atkins, the Board voted unanimously to adopt the minutes.

Chairman Shumock called on President Bonner to deliver the President's Report, **Item 4**. President Bonner recognized Mr. Abe Mitchell, Honorary Trustee; Mr. Clement Williams, Black Student Union (BSU) President; and Ms. Camille Bonura, Student Government Association (SGA) President. He reported on several topics, including strategic student recruitment activities; Spring Commencement exercises; a collaboration by First Lady Ms. Janée Bonner and Ms. Tina Erdmann to offer engagement opportunities for the spouses of Athletics coaches; and the recent graduation of the Zimlich quintuplets -- Amelia Rose, Hallie, Isabella, Shipley and Sophia -- whom he introduced to share a few words. He also discussed the permanent appointment of Dr. Kent as Provost and Executive Vice President. Provost Kent conveyed enthusiasm for her new role, and shared information on the Start South dual-enrollment program, as well as on the celebratory activities being planned in relation to President Bonner's inauguration ceremony slated for September 23, 2022. President Bonner thanked Dr. Marymont for chairing the Provost Search Committee. He then called on Dr. Erdmann, who discussed the outstanding academic performance of student athletes across all sports programs and introduced Mr. Richard Mooney, Women's Soccer Head Coach, and Mr. Paul Bruske, Outdoor Track and Field Head Coach. President Bonner recognized Ms. Diana Nichols and Mr. Jeb Schrenk for their service in interim leadership positions in the Office of Marketing and Communications (MarComm) and called for an update from Mr. Lawkis pertaining to his role as Chair of the national search under way to fill the position of MarComm Vice President.

Chairman Shumock called for a report from the Faculty Senate President, **Item 5**. Dr. Delwar Hossain, Communication Department Associate Professor and 2022-2023 Faculty Senate President, recognized the contributions of the Board of Trustees, administration, faculty, staff and students to advance the University; said the Faculty Senate looked forward to working with the Board, President Bonner and Provost Kent to address issues; and thanked Chairman Shumock for his dedicated leadership.

Chairman Shumock called for a report from the SGA President, **Item 6**. Ms. Camille Bonura, 2022-2023 SGA President, shared information about herself, introduced a photo of the SGA executive branch, discussed that preparations were under way for their first meeting, and issued an open invitation for Board members to attend SGA meetings.

Chairman Shumock called for consideration of consent agenda resolutions as follows, **Item 7**, all of which were unanimously recommended for Board approval by the respective committees that met on June 2, 2022. (To view policies and other documents authorized, refer to Appendix A.) On motion by Ms. Mitchell, seconded by Mr. Graham, the Board voted unanimously to approve the resolutions:

**RESOLUTION
AUDIT COMMITTEE CHARGE**

WHEREAS, the purpose of the document titled *University of South Alabama Committee Charge: Audit Committee* is to define the roles and responsibilities of the Audit Committee as they relate to financial audits, the Office of Internal Audit, and risk and compliance issues, as well as administrative function, and

WHEREAS, this document, originally approved September 9, 2016, requires updating to ensure alignment with committee responsibilities as detailed in the *Office of Internal Audit Charter*, approved September 11, 2020, and adherence to the Institute of Internal Audit requirements,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes approval of the attached revised *University of South Alabama Committee Charge: Audit Committee*.

**RESOLUTION
USA HEALTH HOSPITALS MEDICAL STAFF APPOINTMENTS AND REAPPOINTMENTS FOR
FEBRUARY, MARCH AND APRIL 2022**

WHEREAS, the Medical Staff appointments and reappointments for February, March and April 2022 for the USA Health Hospitals are recommended for Board approval by the Medical Executive Committees and the USA Health Credentialing Board,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the appointments and reappointments as submitted.

Chairman Shumock called for a report from the Audit Committee, **Item 8**. Mr. Graham, Committee Chair, advised of a committee meeting held on June 2, 2022, and he shared highlights of the matters addressed.

Chairman Shumock called for a report from the Development, Endowment and Investments Committee, **Item 9**. Mr. Yance, Committee Chair, said that the committee met on June 2, 2022, and he provided an overview of the business that took place.

Chairman Shumock called for a report from the Health Affairs Committee, **Item 10**. Dr. Charlton, Committee Chair, stated that the committee held a meeting on June 2, 2022, and he gave a summary of the proceedings.

Chairman Shumock called for a report from the Academic and Student Affairs Committee, **Item 11**. Judge Windom, Committee Chair, stated that a committee meeting was held on June 2, 2022, and he provided a recap of the business that occurred. He noted that the committee voted unanimously to recommend Board approval of **Item 12** as follows and offered a motion for its approval. Mr. Perkins seconded, and the Board voted unanimously to approve the resolution:

**RESOLUTION
TENURE AND PROMOTION**

WHEREAS, in accordance with University policy, faculty applications for tenure have been reviewed by the respective faculty peers, departmental chair and college dean, and by the Provost and Senior Vice President for Academic Affairs or the Vice President for Med-

ical Affairs, and the President, and the following individuals are hereby recommended for tenure,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees approves and grants tenure to the following individuals.

PAT CAPPS COVEY COLLEGE OF ALLIED HEALTH PROFESSIONS:

Promotion to Senior Instructor:

- Jason L. Brooks
- Kristen N. McKenna

COLLEGE OF ARTS AND SCIENCES:

Tenure:

- Steven C. Clontz, Jr.
- Mark A. Colarusso
- Martin J. Frank
- Kip E. Franklin
- Karl R. Jahnke
- David A. Meola
- Andrei Pavelescu
- Brian S. Whitener

Promotion to Senior Instructor:

- Melanie R. Cochran
- Doris A. Frye
- Maura M. Lang

Promotion to Associate Professor:

- Steven C. Clontz, Jr.
- Mark A. Colarusso
- Martin J. Frank
- Kip E. Franklin
- Karl R. Jahnke
- David A. Meola
- Andrei Pavelescu
- Brian S. Whitener

Promotion to Professor:

- Lesley A. Gregoricka
- C. Kenneth Hudson
- Jeffery W. Krause
- John M. Lanicci

MITCHELL COLLEGE OF BUSINESS:

Tenure:

- Charlene A. Dadzie
- Matthew C. Howard
- Khandokar Istiak
- Chris M. Lawrey
- Mickey B. Smith
- Robyn Brour Stefanone

Promotion to Associate Professor:

- Charlene A. Dadzie
- Matthew C. Howard
- Khandokar Istiak
- Chris M. Lawrey
- Mickey B. Smith

MITCHELL CANCER INSTITUTE:

Promotion to Associate Professor:

- Omar A. Alkharabsheh
- Nathaniel L. Jones
- Nathaniel L. Jones (Joint in Obstetrics and Gynecology)

SCHOOL OF COMPUTING:

Promotion to Senior Instructor:

- Jeffrey K. Holifield
- Maureen S. Van Devender

Promotion to Professor:

- Thomas D. Johnsten

COLLEGE OF EDUCATION AND PROFESSIONAL STUDIES:

Tenure:

- Todd M. Johnson
- Benterah C. Morton
- Christopher W. Parrish
- Linda M. Reeves
- Mitchell T. Woltring

Promotion to Associate Professor:

- Todd M. Johnson
- Benterah C. Morton
- Christopher W. Parrish
- Linda M. Reeves
- Mitchell T. Woltring

Promotion to Professor:

- Ryan C. McDermott

COLLEGE OF ENGINEERING:

Tenure:

- Stephanie M. Patch
- Brooks D. Rabideau

Promotion to Associate Professor:

- Stephanie M. Patch
- Brooks D. Rabideau

COLLEGE OF MEDICINE:

Tenure:

- Casey L. Daniel

Promotion to Associate Professor:

- Haley H. Ballard
- Sophia M. Goslings
- Rashmi Gulati
- Jianfeng Li
- Omar A. Sanchez Villanueva
- Kamal P. Sharma

Promotion to Adjunct Professor:

- Amy Morris

Promotion to Professor:

- Ghulam M. Awan
- Leander M. Grimm, Jr.
- Anne-Marie D. Kaulfers

COLLEGE OF NURSING:

Tenure:

- Joyce A. Pittman

Promotion to Associate Professor:

- Donna J. Copeland
- Wilma P. Stuart

Judge Windom reported that the Committee also voted unanimously to recommend Board approval of **Item 13** as follows. Chairman Shumock called for consideration of the resolution, and, on motion by Ms. Atkins, seconded by Ms. Tuckson, the Board voted unanimously to approve the resolution:

**RESOLUTION
TUITION, FEES, AND HOUSING AND DINING RATES**

WHEREAS, the University of South Alabama is committed to maintaining high-quality educational and student services programs at a competitive cost, and

WHEREAS, in-person tuition and fees of the University are priced below peer public institutions in the state of Alabama, and

WHEREAS, the University has not increased tuition rates over two of the past three years while instituting cost saving measures and budget cuts to maintain operations during a period of rising operational costs, and

WHEREAS, online tuition rates of the University are significantly higher than in-person rates, and

WHEREAS, tuition rates for in-person and online classes should be more closely aligned than at present, and

WHEREAS, housing and dining services must account for increased maintenance, operating, and food costs and make facility improvements to enhance campus life for students, and

WHEREAS, with the proposed tuition, fees, and housing and dining rates for 2022-2023, as set forth in the attached schedules, such costs of attendance at the University for the coming academic year would continue to be among the lowest in effect at peer public institutions in the state of Alabama, and

WHEREAS, with the proposed tuition rates for 2023-2024, as set forth in the attached schedules, there will be parity between most in-person and online tuition rates,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the tuition, required student fees, and housing and dining rates for the 2022-2023 academic year and the tuition rates for the 2023-2024 academic year, as set forth in the attached schedules.

Chairman Shumock called for a report from the Budget and Finance Committee, **Item 14**. Mr. Corcoran, Committee Chair, stated that the committee held a meeting on June 2, 2022, and he provided a summation of the proceedings.

Chairman Shumock called for a report from the Long-Range Planning Committee, **Item 15**. Ms. Brown Stewart, Committee Chair, said the committee met on June 2, 2022, and provided an overview of the business that occurred.

Concerning **Item 16**, a report from the Nominating Committee, Chairman Shumock advised that the Committee, on which he, Dr. Furr, Dr. Stokes and Mr. Yance served, had deliberated on a slate of officers to serve three-year terms and unanimously agreed to nominate Ms. Mitchell, Ms. Atkins and Mr. Perkins to serve as Chair *pro tempore*, Vice Chair and Secretary, respectively. He made a motion to adopt the slate of officers, Judge Windom seconded, and the Board voted unanimously to elect the Trustees nominated to serve as officers of the Board, **Item 17**.

Chairman Shumock introduced **Item 18** as follows, and on motion by Ms. Mitchell, seconded by Mr. Corcoran, the Board voted unanimously to approve the resolution:

**RESOLUTION
COMMENDATION OF THE HONORABLE VICTOR GASTON**

WHEREAS, the University of South Alabama seeks to honor exceptional individuals who have given a substantial part of their lives to serving others and who have distinguished themselves throughout their professional career, and

WHEREAS, the Honorable Victor Gaston is a dedicated public servant, as exemplified by his decades of service to our country in the United States Marine Corps Reserve and the Alabama National Guard, and

WHEREAS, Representative Gaston began his career as a history teacher, eventually serving as assistant principal and earning a Doctorate of Education degree; yet, his most notable educational achievement was earning a Master of Education degree from the University of South Alabama, and

WHEREAS, Representative Gaston has admirably served his constituents and the State of Alabama since his election to House District 100 in the Alabama House of Representatives in 1982, with his most prominent role being Speaker Pro Tempore for the past 12 years, and

WHEREAS, Representative Gaston was first recognized for his leadership abilities when he was appointed Chairman of the House State Government Committee in 1987, and since that time, he has continued to serve in leadership capacities for the Alabama House of Representatives, serving as Chairman of the House Legislative Council, a member of the Permanent Oil and Gas Study Committee, and Vice Chair of the Joint Legislative Council, a position that he currently holds, and

WHEREAS, with an impeccable record of legislative accomplishments and the heart of a servant leader, Representative Gaston has always kept the best interests of the University of South Alabama and its healthcare operations at the forefront of the legislature, and

WHEREAS, Representative Gaston has established two scholarships at the University of South Alabama -- the Victor Gaston Book Scholarship that provides assistance for the Student Government Association President and a second scholarship in memory of his late wife, Jean Jumonville Gaston, that is dedicated to preparing future educators,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby commends the Honorable Victor Gaston on the occasion of his retirement for his many years of service to the State of Alabama, and

BE IT FURTHER RESOLVED, the Board of Trustees extends sincere appreciation to Representative Gaston for his advocacy and friendship to the University of South Alabama.

Chairman Shumock called for consideration of **Item 19** as follow. On motion by Ms. Atkins, seconded by Mr. Graham, the Board voted unanimously to approve the resolution:

**RESOLUTION
COMMENDATION OF THE HONORABLE HARRY SHIVER**

WHEREAS, the University of South Alabama seeks to honor exceptional individuals who have given a substantial part of their lives to serving others and who have distinguished themselves throughout their professional career, and

WHEREAS, the Honorable Harry Shiver has admirably served his constituents and the State of Alabama since his election to House District 64 in the Alabama House of Representatives nearly sixteen years ago, and

WHEREAS, Representative Shiver has held a seat on several impactful House of Representatives committees, including the State Government and Public Safety Committee and the Homeland Security Committee, and, as a retired educator of 36 years, has made a positive impact on education-related issues throughout our state, and

WHEREAS, as a lifelong resident of Baldwin County serving as an avid volunteer in his community, Representative Shiver holds the utmost respect of his constituents, none of which are prouder than his loving wife, Jean, and their family, and

WHEREAS, Representative Shiver's continued support of the University of South Alabama, whether in the State House or at a sporting event, will always be immensely appreciated,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby commends the Honorable Harry Shiver on the occasion of his retirement for his many years of service to the State of Alabama, and

BE IT FURTHER RESOLVED, the Board of Trustees of the University of South Alabama extends sincere gratitude for Representative Shiver's advocacy and friendship.

Chairman Shumock presented **Item 19.A** as follows, and on motion by Ms. Atkins, seconded by Ms. Mitchell, the Board voted unanimously to approve the resolution:

**RESOLUTION
COMMENDATION OF THE HONORABLE JOE FAUST**

WHEREAS, the University of South Alabama seeks to honor exceptional individuals who have given a substantial part of their lives to serving others and who have distinguished themselves throughout their professional career, and

WHEREAS, the Honorable Joe Faust is a dedicated public servant, as exemplified by his decades of service to our country in the Alabama National Guard and during the Berlin Crisis, and

WHEREAS, Representative Faust began his career as a regional sales manager and supervisor in the dairy industry and later became an insurance broker before twice being elected to the Baldwin County Commission, where he served with distinction, and

WHEREAS, Representative Faust has admirably served his constituents and the State of Alabama since his election to House District 94 in the Alabama House of Representatives in 2002, serving since 2015 as the Vice Chairman of the vitally important House Transportation, Utilities and Infrastructure Committee, and

WHEREAS, Representative Faust has been a stalwart member of the Alabama House of Representatives, ever visible from his front row seat on the House floor where he could interact with fellow House members to support the causes for our area, and

WHEREAS, Representative Faust will continue to be known for his strong legacy of public service to all the people of Baldwin County, especially his most important constituents, his wife Sharon and his family, and

WHEREAS, Representative Faust has always supported the University of South Alabama in all of its endeavors over his years of service,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby commends the Honorable Joe Faust on the occasion of his departure from elected office for his many years of service to the State of Alabama, and

BE IT FURTHER RESOLVED, the Board of Trustees extends sincere appreciation to Representative Faust for his advocacy and friendship to the University of South Alabama.

Chairman Shumock presented **Item 20** as follows, and on motion by Mr. Corcoran, seconded by Judge Windom, the Board voted unanimously to approve the resolution:

**RESOLUTION
COMMENDATION OF THE HONORABLE KAY IVEY**

WHEREAS, the Honorable Kay Ivey has been a longtime advocate of the University of South Alabama (USA) throughout her years of public service, and

WHEREAS, in 2021, the University bestowed upon Governor Ivey the degree of Doctor of Humane Letters (L.H.D.), honoris causa, for her dedication and many contributions to the State of Alabama and support for the University, and

WHEREAS, Governor Ivey's instrumental support of USA projects, such as the School of Marine and Environmental Sciences Healthy Ocean Initiative and fisheries studies, has furthered the University's core missions of teaching, research and service, and

WHEREAS, in the fall of 2017, Governor Ivey announced a \$4 million award to USA Health for the expansion and renovation of the region's only level one trauma center, and

WHEREAS, Governor Ivey recognizes the vital importance of the USA College of Medicine in addressing the growing need for physicians in rural and underserved areas of our state and nation, as well as USA's reputation for providing students a high-quality medical education, and

WHEREAS, in the fall of 2020, Governor Ivey announced a \$50 million allocation to USA to assist with the construction of a new College of Medicine facility, which was the first time in USA's history to receive an allocation of that size and significance and equal to the amount received by the State's two largest institutions, making it the largest one-time state allocation USA has ever received, and

WHEREAS, this significant funding will contribute to advancements in medical discovery and healthcare standards, and thereby, further the College of Medicine's mission of excellence as well as its impact within our region and far beyond,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby commends the Honorable Kay Ivey for her visionary commitment that will ensure access to the highest quality medical education, and

BE IT FURTHER RESOLVED that the University family wishes to express its profound thanks for the transformational impact that Governor Ivey has had upon all levels of education, healthcare and research in the State of Alabama.

Chairman Shumock called for consideration of **Item 21** as follows, and on motion by Ms. Atkins, seconded by Ms. Mitchell, the Board voted unanimously to approve the resolution:

**RESOLUTION
COMMENDATION OF THE HONORABLE RICHARD SHELBY**

WHEREAS, the Honorable Richard Shelby has been an avid supporter of the University of South Alabama (USA) throughout his many years of congressional service, and

WHEREAS, in 2006, the University bestowed upon Senator Shelby the degree of Doctor of Humane Letters (L.H.D.), honoris causa, for his dedication and many contributions to the State of Alabama and support for the University, and

WHEREAS, Senator Shelby's exemplary leadership, accomplishments and contributions to education and healthcare have been further recognized by the University through the USA National Alumni Association Distinguished Service Award and the dedication of Shelby Hall, which houses the USA College of Engineering and School of Computing, and

WHEREAS, Senator Shelby has advanced the University's core missions of teaching, research and service by his instrumental support for numerous projects, such as USA Health, USA Mitchell Cancer Institute, USA Transit System, Telemedicine, Coastal Weather Research Center, Youth Violence Prevention, College of Engineering and School of Computing, Coastal Engineering Hurricane Intensity Research, Mitchell College of Business, and many others, and

WHEREAS, Senator Shelby recognizes the vital importance of the USA College of Medicine in addressing the growing need for physicians in rural and underserved areas of our state and nation, as well as USA's reputation for providing students a high-quality medical education, and

WHEREAS, Senator Shelby helped secure \$60 million in federal funding to support the construction of a state-of-the-art center for the medical and scientific education of future physicians and researchers, and

WHEREAS, this significant funding will contribute to advancements in medical discovery and healthcare standards, and thereby, further the College of Medicine's mission of excellence as well as its impact within our region and far beyond,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby commends the Honorable Richard Shelby for his visionary commitment that will ensure access to the highest quality medical education, and

BE IT FURTHER RESOLVED that the University family wishes to express its deepest appreciation for the transformational impact that Senator Shelby has had upon all levels of education, healthcare and research in the State of Alabama and across the nation.

Chairman Shumock invited Ms. Maxey Roberts and Mr. John McMillan, USA Foundation (USAF) Directors, and Mr. John Whiddon, son of the late Dr. Frederick P. Whiddon as well as USAF Director, and his wife, Ms. Linda Whiddon, to join him, Mr. Yance and President Bonner for the presentation of **Item 22** as follows. He also recognized other Whiddon family members in attendance. Mr. Yance addressed the assembly, advising of the USA Foundation's significant record of giving to the University, as well as the concerted efforts recently that made possible much needed funding support from the USA Foundation to aid the University in the construction of a new instructional building for the College of Medicine. He read the resolution and moved for its approval. Dr. Stokes seconded, and the Board voted unanimously to approve the resolution. Ms. Roberts, Mr. McMillan and Mr. Whiddon thanked the Board for the recognition and for remembering the contributions of Dr. Whiddon in a meaningful way:

RESOLUTION
COMMENDATION OF THE USA FOUNDATION AND NAMING OF THE COLLEGE OF MEDICINE

WHEREAS, Dr. Frederick Palmer Whiddon served as the first president of the University of South Alabama (USA), working with community leadership to create a new state university in 1963 by an act of the Alabama Legislature, thereby establishing the first new public university in Alabama in almost 70 years, and becoming the youngest university president in the country, and

WHEREAS, Dr. Whiddon built consensus and support from the community that enabled the founding of a medical school at the University of South Alabama in 1973, filling a critical need to educate more physicians and differentiate the University from most other institutions of higher education in the State of Alabama, and

WHEREAS, Dr. Whiddon fulfilled his vision of establishing South as the region's premier provider of higher education and healthcare, and as a primary economic driver for the local community and beyond, thus, forever transforming the quality of life for the people of the upper Gulf Coast, and

WHEREAS, since enrolling its charter class in 1973, the USA College of Medicine, in collaboration with USA Health, has advanced teaching, research, and clinical care, promoting the highest standard of healthcare throughout the region, and playing a vital role in the education of physicians in our region and state, and

WHEREAS, the growth and reach of the College of Medicine have been nurtured and accelerated as a result of the steadfast partnership between the USA Foundation and the University of South Alabama, and

WHEREAS, the USA Foundation Board of Directors recognizes the vital importance of the USA College of Medicine and bestowed a \$30 million gift of support for the College of Medicine that will facilitate construction of a state-of-the-art center for the medical and scientific education of future physicians and researchers, and

WHEREAS, this significant commitment from the USA Foundation will contribute to advancements in medical discovery and healthcare standards, and thereby, further the College of Medicine's mission of excellence as well as its impact within our region and far beyond, and

WHEREAS, the USA Board of Trustees joins the USA Foundation in honoring the legacy of Dr. Whiddon and acknowledges his wisdom and leadership in establishing the College of Medicine at the University of South Alabama,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby commends the USA Foundation for its visionary commitment that will ensure access to the highest quality medical education, and extends profound thanks on behalf of the entire University community, and

BE IT FURTHER RESOLVED, the Board of Trustees proclaims that the USA College of Medicine will henceforth be known as the *Frederick P. Whiddon College of Medicine*.

Chairman Shumock noted the recent passing of the late Mr. Steve McMillan, brother of Mr. John McMillan, remembering him as a leader in the local community and state, and as an advocate for South Alabama. He read **Item 23** as follows and, on motion by Judge Windom, seconded by

Ms. Atkins, the Board voted unanimously to approve the resolution. Mr. John McMillan talked about his brother's sincere commitment to the constituents he represented and thanked the Board for honoring him:

**RESOLUTION
POSTHUMOUS COMMENDATION OF THE HONORABLE STEVE MCMILLAN**

WHEREAS, the University of South Alabama seeks to honor exceptional individuals who have given a substantial part of their lives to serving others and who have distinguished themselves throughout their professional career, and

WHEREAS, the late Steve McMillan was first elected to House District 95 in the Alabama House of Representatives in 1982 and admirably served his constituents and the State of Alabama until his passing on April 28, 2022, and

WHEREAS, having served on numerous House of Representatives committees that impact education and healthcare throughout our state, including the Ways and Means Education Committee, Representative McMillan was always a devoted supporter of the University of South Alabama and USA Health, and

WHEREAS, Representative McMillan was a true statesman who had a passion for serving his constituents, with his work continuing outside of the State House, through volunteer and leadership roles in his community,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby posthumously commends the Honorable Steve McMillan for his many years of service to the State of Alabama, and

BE IT FURTHER RESOLVED, the Board of Trustees of the University of South Alabama extends heartfelt condolences and deepest sympathies to the family, friends and colleagues of Representative McMillan, as well as sincere appreciation for his advocacy and his friendship.

Chairman Shumock was joined by his wife, Ms. Debbie Shumock; his mother, Ms. Carmel Shumock; his daughter and son-in-law, Ms. Amanda and Mr. Matt King; his granddaughter and USA student, Ms. Laney King; and by Ms. Atkins, who said it was her privilege to read **Item 24** as follows. On motion by Mr. Yance, seconded by Dr. Stokes, the Board voted unanimously to approve the resolution. Chairman Shumock took part in the unveiling of his portrait that would be installed on the Board Room wall, and he reflected on his service as Chair *pro tempore* of the Board, recognizing many of the individuals from the University with whom he had forged strong bonds:

**RESOLUTION
COMMENDATION OF MR. JAMES H. SHUMOCK FOR SERVICE AS CHAIR PRO TEMPORE AND
CONFERRAL OF THE TITLE CHAIR PRO TEMPORE EMERITUS**

WHEREAS, Mr. James H. "Jimmy" Shumock has served faithfully as a member of the Board of Trustees of the University of South Alabama since his appointment in 2010, and

WHEREAS, Mr. Shumock was elected as Chair Pro Tempore of the Board of Trustees in 2019, and, before he served in this capacity, he held the positions of Vice Chair from 2016 to 2019 and Secretary from 2013 to 2016, and

WHEREAS, Mr. Shumock's guidance has been critical to the University's progress, as demonstrated through his service on the Board's Executive Committee, Audit Committee, Budget and Finance Committee, Evaluation and Compensation Committee, Academic and Student Affairs Committee, and Long-Range Planning Committee, and

WHEREAS, the positive results of Mr. Shumock's leadership as Board Chair will be realized for years to come, made possible by the strategic initiatives he has championed, such as the construction of Hancock Whitney Stadium; broadening of South's scholarship program; strengthening of enrollment and retention; and expansion of USA Health, which includes the founding of the Mapp Family Campus in Baldwin County and the USA Health Freestanding Emergency Department in West Mobile, as well as his ongoing involvement as a member of the USA Health Assessment Committee, and

WHEREAS, one of Mr. Shumock's most significant accomplishments was his prudent leadership and financial stewardship during the global coronavirus pandemic, balancing health, education and economic concerns to keep the University operating and USA Health in a strong position to respond to our region's needs, and

WHEREAS, Mr. Shumock also played an instrumental role in two presidential transitions including helping to guide the University through both interim periods and, as Board Chair, initiating and serving as a member of the 2021 President Search Committee that was charged with identifying a pool of highly qualified candidates for the position of University president, and whose deliberations resulted in the recommendation of a slate of finalists to the Board of Trustees that included the Honorable Josiah Robins Bonner Jr., who was ultimately appointed as the University's fourth president, and

WHEREAS, Mr. Shumock is a proud South Alabama alumnus, having earned a Bachelor of Science degree in accounting from USA in 1980, after which he began a distinguished career at Thompson Engineering, Inc., that spanned more than 30 years, eventually serving as Executive Vice President for Transportation and as Chief Executive Officer and Chairman of the Board of Directors for Thompson Engineering as well as for Thompson Holdings, Inc., and

WHEREAS, Mr. Shumock and his wife, Debbie, are loyal and dedicated supporters of South Alabama and, over the years, have donated generously to numerous projects, programs and objectives, such as the construction of the MacQueen Alumni Center and Hancock Whitney Stadium and the improvement of other athletic facilities; the Jaguar Athletic Fund, Inc., for which Mr. Shumock has also served for many years as President of the Board of Directors; and scholarships, including the *USA Board of Trustees Endowed Scholarship* and the *Hollis and Carmel Shumock Endowed Scholarship in Business*, which they established and named after his parents, and

WHEREAS, Mr. Shumock, through his wisdom, philanthropy and steadfast guidance, has played a prominent role in advancing the interests of all University of South Alabama constituencies,

THEREFORE, BE IT RESOLVED that the Board of Trustees of the University of South Alabama expresses its sincere appreciation to Mr. James H. Shumock for his many contributions and invaluable service to the Board, to the entire University community, and to the people of the state of Alabama, all of whom have benefited from his knowledge, dedication and generosity, and confers upon him the honorary title of *Chair Pro Tempore Emeritus* of the University of South Alabama Board of Trustees.

USA Board of Trustees
June 3, 2022
Page 14

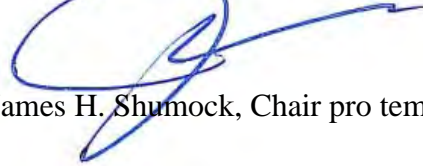
There being no further business, the meeting was adjourned at 12:13 p.m.

Attest to:



Katherine Alexis Atkins, Secretary

Respectfully submitted:



James H. Shumock, Chair pro tempore

APPENDIX A



Committee Charge: Audit Committee

Overall Roles and Responsibilities:

The Audit Committee shall be responsible for the oversight and integrity of the audited financial statements and other financial reports; performance of the University's internal and external audit functions; selection of an external auditor; assurance that the University is performing self-assessment of operating risks and evaluations of internal controls on a regular basis; the study and review of all reports and other correspondence from external auditors; and the submission of audit reports and recommendations to the Board of Trustees. The Executive Director of Internal Audit shall be accountable to the Board of Trustees through the Audit Committee, and shall make reports to the Audit Committee as appropriate.

Responsibilities:

Specific responsibilities of the Committee include:

General

- Provide an open avenue of communication between Internal Audit, the external auditors, and the Board of Trustees
- Approve the engagement of external auditors retained by the University

Financial

- Review significant accounting and reporting issues at the University, including complex or unusual transactions
- Understand the scope of internal and external auditors' review of internal controls over financial reporting
- Review the University's annual financial statements and other documents with external auditors to determine if the information provided is complete and appropriate
- Review the findings of any audits, examinations or reviews by regulatory agencies

Internal Audit

- Approve the Office of Internal Audit Charter
- Approve the Office of Internal Audit annual risk-based audit plan
- Discuss the overall audit results with the Executive Director of Internal Audit
- Ratify decisions regarding the remuneration, appointment and removal of the Executive Director of Internal Audit
- Ratify decisions regarding the budget and resource plan of the Office of Internal Audit
- Review the effectiveness of the internal audit function on an ongoing basis

Risk & Compliance

- Discuss with management the University's major policies with respect to risk assessment and risk management
- Obtain regular updates from management regarding compliance matters, including University legal counsel, when deemed necessary

Meetings:

The Committee shall meet upon the call of the President, the Chair *pro tempore*, or the Chair of the Committee. Meetings typically occur on the day prior to the regularly-scheduled quarterly meetings of the Board of Trustees, but may be called to take place at any time.

Membership:

Committee members and the Chair and the Vice Chair of the Committee shall be appointed by the Chair *pro tempore* for terms concurrent with the term of the Chair *pro tempore*. The Chair *pro tempore* shall consider appointing members with backgrounds in, and knowledge of, finance, accounting, education, not-for-profit administration, auditing, information technology, general business and executive leadership.

Reports:

The following reports are commonly submitted by the University Administration for consideration by the Committee:

- Annual audited financial statements
- Annual audit reports of the University's federally sponsored activity (A-133 report)
- Annual report to the Board from the University's external auditors related to internal control (management letter)
- Annual reports of agreed-upon procedures with respect to the University's intercollegiate athletic activities
- Office of Internal Audit reports
- Annual reports from the State of Alabama Examiners of Public Accounts with respect to the University's compliance with state laws and regulations

UNIVERSITY OF SOUTH ALABAMA
2022-2023 & 2023-2024 Tuition Rate Proposal
Base Tuition Rate Changes

Student Classification	Current	Proposed		Change	
	2021-2022	2022-2023	2023-2024	2022-2023	2023-2024
<u>In-Person</u>					
Undergraduate, In-State	\$344	\$359	\$374	\$15	\$15
Graduate, In-State	\$457	\$468	\$480	\$11	\$12
<hr/>					
<u>Online</u>					
Undergraduate, In-State	\$418	\$396	\$374	(\$22)	(\$22)
Graduate, In-State	\$525	\$503	\$480	(\$22)	(\$23)

UNIVERSITY OF SOUTH ALABAMA
2022-2023 Tuition Rate Proposal
Current and Proposed Rates by College

Undergraduate						
Tuition Rate by College	In-State		Out-of-State		Online	
	Current	Proposed Year 1	Current	Proposed Year 1	Current	Proposed Year 1
College of Arts and Sciences College of Education and Professional Studies	\$344	\$359	\$688	\$718	\$418	\$396
Pat Capps Covey College of Allied Health Professions School of Computing	\$359	\$374	\$718	\$748	\$432	\$410
Mitchell College of Business	\$369	\$384	\$738	\$768	\$442	\$420
College of Engineering	\$374	\$389	\$748	\$778	\$449	\$427
College of Nursing RN to BSN	-	-	-	-	\$328	\$328

Graduate						
Tuition Rate by College	In-State		Out-of-State		Online	
	Current	Proposed Year 1	Current	Proposed Year 1	Current	Proposed Year 1
College of Arts and Sciences College of Education and Professional Studies	\$457	\$468	\$914	\$936	\$525	\$503
Pat Capps Covey College of Allied Health Professions Clinical Programs (PA,OT,SLP,PT,AUD) Non-clinical programs	\$480	\$492	\$1,118	\$1,146	\$550	\$528
School of Computing Mitchell College of Business	\$480	\$492	\$960	\$984	\$550	\$528
College of Engineering	\$495	\$507	\$990	\$1,014	\$564	\$542
College of Nursing	-	-	-	-	\$594	\$594

UNIVERSITY OF SOUTH ALABAMA
2023-2024 Tuition Rate Proposal
Current and Proposed Rates by College

Undergraduate						
Tuition Rate by College	In-State		Out-of-State		Online	
	Proposed Year 1	Proposed Year 2	Proposed Year 1	Proposed Year 2	Proposed Year 1	Proposed Year 2
College of Arts and Sciences College of Education and Professional Studies	\$359	\$374	\$718	\$748	\$396	\$374
Pat Capps Covey College of Allied Health Professions School of Computing	\$374	\$389	\$748	\$778	\$410	\$389
Mitchell College of Business	\$384	\$399	\$768	\$798	\$420	\$399
College of Engineering	\$389	\$404	\$778	\$808	\$427	\$404
College of Nursing RN to BSN	\$408 -	\$423 -	\$816 -	\$846 -	\$445 \$328	\$423 \$328

Graduate						
Tuition Rate by College	In-State		Out-of-State		Online	
	Proposed Year 1	Proposed Year 2	Proposed Year 1	Proposed Year 2	Proposed Year 1	Proposed Year 2
College of Arts and Sciences College of Education and Professional Studies	\$468	\$480	\$936	\$960	\$503	\$480
Pat Capps Covey College of Allied Health Professions Clinical Programs (PA,OT,SLP,PT,AUD) Non-clinical programs	\$492 \$492	\$505 \$505	\$1,146 \$984	\$1,176 \$1,010	\$528 \$528	\$505 \$505
School of Computing Mitchell College of Business	\$492	\$505	\$984	\$1,010	\$528	\$505
College of Engineering	\$507	\$519	\$1,014	\$1,038	\$542	\$519
College of Nursing	-	-	-	-	\$594	\$594

USA College of Medicine
AAMC Tuition and Fees Report
Public Medical Schools
2022 Survey

School	Tuition		Fees		Tuition & Fees		Health Insurance
	Resident	Non-Resident	Resident	Non-Resident	Resident	Non-Resident	
Mississippi	32,133	n/a	605	n/a	32,738	n/a	3,694
South Alabama	31,934	63,868	896	896	32,830	64,764	3,264
Alabama	29,998	62,714	3,381	3,381	33,379	66,095	2,832
LSU New Orleans	31,375	59,553	1,562	1,562	32,937	61,115	5,714
Tennessee	34,566	51,850	1,529	1,529	36,095	53,379	3,743

Proposed 2023 Tuition and Fees

(4% tuition increase)	383,208						
South Alabama	33,211	66,423	917	917	34,128	67,340	3,264
(4% tuition increase)							
Alabama	31,198	62,714	3,381	3,381	34,579	66,095	2,832

*USA Fees include escrow at \$409 plus the resource fee at \$508 / UA fee increase unknown, so assumed no change

2022- 2023 Proposed Semester Room Rates

ROOM TYPE	2021-2022 Current Rate	2022-2023 Proposed Rate	Difference
APT for 2 (B/G)	\$3,140	\$3,200	\$60
APT for 4 (B)	\$2,130	\$2,180	\$50
LG PVT Room (D)	\$2,900	\$2,950	\$50
LG PVT Room (G/X)	\$2,900	\$2,950	\$50
LG PVT Room (D6)	\$3,140	\$3,200	\$60
LG Room for 2 (D)	\$2,130	\$2,180	\$50
PVT Room (D)	\$2,760	\$2,835	\$75
PVT Room (D6)	\$2,825	\$2,900	\$75
PVT Room (S/X1)	\$3,140	\$3,190	\$50
PVT Studio APT (B/G)	\$3,140	\$3,200	\$60
Room for 2 (A/C/E)	\$2,760	\$2,835	\$75
Room for 2/3 (D)	\$2,130	\$2,180	\$50
Room for 2/3 (D6)	\$2,570	\$2,625	\$55
Studio APT 2 (B/G)	\$2,825	\$2,900	\$75
Suite for 1 (G)	\$2,900	\$2,950	\$50
Suite for 1 (S)	\$3,140	\$3,190	\$50

A-Azalea

B-Beta

C-Camellia

D-Delta

D6-Delta 6

E-Epsilon

G-Gamma

S-Stokes

X-Greek SC

X1-Greek KA/PKA

1) A multiplier of 1.5 will be applied to the Beta/Gamma Apt for 2 rate for all Housing graduate student staff apartments.

2) A multiplier of 1.25 will be applied to the current Room for 2 rate for private rooms in freshmen residence halls.

2022-2023 Proposed Semester Meal Plan Rates

Meal Plan Type	2021-2022 Current Rate	2022-2023 Proposed Rate	Difference
All Access Pass with \$175 Bonus Bucks*	\$1,945	\$2,075	\$130
All Access Pass with \$300 Bonus Bucks	\$2,070	\$2,200	\$130
All Access Pass with \$450 Bonus Bucks	\$2,225	\$2,350	\$125
10 Meals Per Week with \$500 Bonus Bucks	\$1,945	\$2,075	\$130
7 Meals Per Week with \$100 Bonus Bucks**	\$1,130	\$1,200	\$70
\$1400 Bonus Bucks	\$1,400	\$1,400	\$0

**Default freshman and sophomore plan*

***Default junior, senior, graduate plan*



UNIVERSITY OF SOUTH ALABAMA

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

PROPERTY ADDRESS:

Lot 2, USA Mapp Subdivision
Fairhope, AL 36632

Parcel Number: 46-01-11-0-000-001.756
PPIN: 388141

APPRAISAL INFORMATION:

Appraised by: Courtney & Morris Appraisals, Inc.
Date of Appraisal: 04/25/2022
Appraised Value: \$1,717,000.00

CONTRACTS RELATED TO THE PURCHASE:

Attached as Exhibit "A"

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

PURCHASE AGREEMENT
FAIRHOPE SINGLE TAX CORPORATION
LEASEHOLD PROPERTY

This Purchase Agreement (this "Agreement") is made to be effective as of the Effective Date (as defined in this Agreement) by and between Mapp Limited Partnership, an Alabama Limited Partnership, (the "Seller") and University of South Alabama, a public body corporate and institution of higher learning of the State of Alabama (the "Purchaser").

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Seller and Purchaser agree as follows:

Article One
Purchase and Sale

Section 1.01. Agreement of Purchase and Sale.

A. Fairhope Single Tax Corporation ("FSTC") is the owner of the following described land (the "FSTC Land") located in Baldwin County, Alabama, and more particularly described as follows, to-wit:

Lot 2 of the USA Mapp Subdivision, as shown on map or plat thereof recorded on Slide Number 2740-E, Probate Records of Baldwin County, Alabama.

B. FSTC has leased the FSTC Land to the Seller as evidenced by a ninety-nine (99) year ground lease dated September 9, 2020 and recorded September 11, 2020 as Instrument Number 1856965, Pages 1 through 2, in the records of the Office of the Judge of Probate of Baldwin County, Alabama (the "FSTC Lease to the Seller").

C. Upon and subject to the terms, provisions and conditions expressed in this Agreement the parties agree that: (i) the Seller shall transfer and assign to the Purchaser and the Purchaser shall acquire from the Seller an assignment of the FSTC Lease to the Seller; (ii) the Seller shall convey the Improvements thereon to the Purchaser; and (ii) the Purchaser agrees to purchase from the Seller said leasehold interest of the Seller in the FSTC Land, the Improvements thereon and acquire a new ninety-nine (99) year ground lease from FSTC to the Purchaser in the FSTC Land (the "FSTC Lease to the Purchaser").

The FSTC Land, leasehold interests and Improvements are collectively referred to in this Agreement as the "Leasehold Property".

Section 1.02. Permitted Exceptions. The Leasehold Property shall be conveyed subject to FSTC rents and ad valorem taxes for the year of the conveyance, zoning ordinances, subdivision regulations, building restrictions, flood plain classification, utility easements and other matters which are deemed to be Permitted Exceptions pursuant to Section 2.03. of this Agreement, including but not limited to the following (collectively the "Permitted Exceptions"):

All of the terms and conditions of the ninety-nine (99) year ground lease from the Fairhope Single Tax Corporation to Mapp Limited Partnership, an Alabama Limited Partnership, dated September 9, 2020 and recorded September 11, 2020 as Instrument Number 1856965, Pages 1 through 2, the terms and conditions of the Constitution and By-Laws of the Fairhope Single Tax Corporation and the provisions of the Code of Alabama (1975) Sections 10A-20-9.01 through 10A-20-9.05.

All of the terms and conditions of the ninety-nine (99) year ground lease from the Fairhope Single Tax Corporation to University of South Alabama, a public body corporate and institution of higher learning of the State of Alabama, the terms and conditions of the Constitution and By-Laws of the Fairhope Single Tax Corporation and the provisions of the Code of Alabama (1975) Sections 10A-20-9.01 through 10A-20-9.05.

All oil, gas and other minerals in, on or under the above-described property and all rights and easements in connection therewith which are owned by others.

Any potential current use rollback taxes which may be assessed against the leasehold property.

Existing rights of way of State Highway Number 104.

Minimum Building Setback Lines, Drainage and Utility Easements, Highway Construction Setback Line and other matters, including but not limited to, restrictions and obligations for sidewalks and fire hydrants as shown on the recorded plat of said Subdivision.

Section 1.03. Purchase Price. The Seller shall at the Closing (as defined in this Agreement) sell, assign, transfer and convey and the Purchaser is to purchase the Leasehold Property for a total of One Million Seven Hundred Seventeen Thousand Dollars (\$1,717,000.00) (the "Purchase Price"). Within three (3) business days from the execution of this Agreement, the Purchaser shall deliver an earnest money deposit of One Thousand and No/100 (\$1,000.00) Dollars (the "Earnest Money") to Irby & Heard, P.C. The Earnest Money shall be applied to the Purchase Price at the closing of this transaction ("Closing"). At Closing, the Purchaser shall pay to Seller the balance of the Purchase Price in immediately available funds.

Section 1.04. Payment of the Purchase Price. The Purchase Price shall be payable at the Closing (as defined in this Agreement) in immediately available funds, subject to appropriate credits, prorations and adjustments as provided in this Agreement.

Article Two Title

Section 2.01. Commitment for Leasehold Title Insurance. The Seller instructs Irby & Heard, P.C., to prepare and deliver to the Purchaser and Seller a commitment for an owner's leasehold title insurance policy (the "Owner's Leasehold Title Commitment") from Commonwealth Land Title Insurance Company (the "Title Company") covering the Leasehold Property, showing all matters affecting title to the Leasehold Property and binding the Title Company to issue at the Closing (as defined in this Agreement) the Owner's Leasehold Title Policy pursuant to Section 2.03 of this Agreement on the ALTA standard leasehold form in the full amount of the Purchase Price.

Section 2.02. Title Review Period. The Purchaser shall have until the Closing (the "Title Review Period") in which to notify the Seller, in writing, of such objections as the Purchaser may have to anything contained in the Owner's Leasehold Title Commitment (other than standard printed exceptions and those matters referred to in Section 1.02 of this Agreement). Any item contained in the Owner's Leasehold Title Commitment to which the Purchaser does not object during the Title Review Period shall be deemed a Permitted Exception. In the event the Purchaser shall notify the Seller of objections to title prior to the expiration of the Title Review Period, the Seller shall have fifteen (15) days after receipt of notification of such objections, or such greater period of time as may be mutually acceptable to the Purchaser and Seller (the "Cure Period"), within which the Seller may cure or remove such objection. If the Seller fails either to cure or remove such objection to the reasonable satisfaction of Irby & Heard, P.C., and the Purchaser prior to the expiration of the Cure Period, and if by reason of such objection Irby & Heard, P.C., refuses to issue the Owner's Leasehold Title Policy as provided in this Agreement, the Purchaser may either terminate this Agreement by written notice to the Seller or waive such objection and accept such title as the Seller is able to convey without any reduction in the Purchase Price.

Article Three Closing

Section 3.01. Time and Place. The Closing of the transaction contemplated by this Agreement (the "Closing") shall be held at the offices of Irby & Heard, P.C. on or before forty-five (45) days from the Effective Date of this Agreement, or at such time and place as mutually agreeable to the Seller and

Purchaser. At the Closing, the Seller and Purchaser shall perform the obligations set forth in this Agreement, respectively, the performance of which obligations shall be concurrent conditions. The Seller and Purchaser agree that the Closing may be completed by mail rather than an in person closing.

Section 3.02. Obligations of the Seller at the Closing. At the Closing, the Seller shall:

A. Pursue in good faith approval through FSTC and to attempt to comply with all of the requirements of FSTC. The obligation of the Seller or Purchaser to close the transaction contemplated by this Agreement is contingent upon the specific approval by FSTC.

B. Deliver to FSTC and to the Purchaser all documents reasonably required by FSTC to approve and close the transaction contemplated by this Agreement.

C. Deliver to FSTC and to the Purchaser an assignment of the FSTC Lease to the Seller from the Seller to Purchaser satisfying the reasonable requirements of FSTC.

D. Deliver to the Purchaser a Warranty Bill of Sale (the "Warranty Bill of Sale"), a copy of which is attached hereto and marked Exhibit "A", executed and acknowledged by the Seller in recordable form conveying the Leasehold Property to the Purchaser, subject only to the Permitted Exceptions.

E. Deliver to the Purchaser a FIRPTA Affidavit, duly executed by the Seller and stating that the Seller is not a "foreign person" as defined in the federal Foreign Investment in Property Tax Act of 1980 and the 1984 Tax Reform Act.

F. Deliver to the Purchaser an Affidavit (the "Affidavit") executed and acknowledged by the Seller complying with the requirements of Ala. Code 1975, §40-18-86, et al. (Acts of Ala. 2008-504) (the "Act"). The Seller and Purchaser understand that it is a condition of the Closing that the requirements of the Act be satisfied at the Closing.

G. Deliver to the Purchaser possession and occupancy of the Leasehold Property, subject to the Permitted Exceptions.

H. Deliver such other documents and instruments that both the attorney representing the Seller and the attorney representing the Purchaser or Irby & Heard, P.C. may reasonably require to properly consummate the transaction contemplated by this Agreement.

Section 3.03. Obligations of the Purchaser at the Closing. At the Closing, the Purchaser shall:

A. Pursue in good faith approval through FSTC and to attempt to comply with all of the requirements of FSTC. The obligation of the Seller or Purchaser to close the transaction contemplated by this Agreement is contingent upon the specific approval by FSTC.

B. Pay to the Seller the Purchase Price in immediately available funds pursuant to Section 1.04, of this Agreement, it being agreed that at the Closing the Earnest Money shall be delivered to the Seller and applied towards payment of the Purchase Price.

C. Deliver such other documents and instruments that the attorney representing the Seller, the attorney representing the Purchaser or Irby & Heard, P.C. may reasonably require to properly consummate the transaction contemplated by this Agreement.

Section 3.04. Closing Costs, Credits and Prorations.

A. Costs of Closing the transaction contemplated by this Agreement shall be allocated

between the Seller and Purchaser as follows:

1. The Seller shall pay: (i) the cost of preparation of the Warranty Bill of Sale and FSTC Lease to the Purchaser; and (ii) the cost and premium for the Owner's Leasehold Title Commitment and the Owner's Leasehold Title Policy.

2. The Purchaser shall pay: (i) the cost of recording the Warranty Bill of Sale, the FSTC Lease to the Purchaser and any other conveyance documents that the Purchaser may choose to record; (ii) the cost imposed by FSTC for the transfer of the FSTC Lease to the Seller and the cost imposed by FSTC to issue the FSTC Lease to the Purchaser; (iii) the cost imposed by FSTC for the approval of the transaction contemplated by this Agreement; and (iv) all Closing cost or similar fees of the Closing agent.

3. All other expenses incurred by the Seller or Purchaser with respect to the Closing, including but not limited to, attorney's fees of the Purchaser and Seller, shall be borne and paid exclusively by the party incurring same, without reimbursement except to the extent otherwise specifically provided in this Agreement.

B. All FSTC rents and ad valorem and similar taxes and rents (excluding assessments which will be paid by the Seller) for the current FSTC lease year or current ad valorem tax year relating to the Leasehold Property shall be prorated as of 12:01 a.m., on the day of the Closing, as if the Purchaser were vested with title to the Leasehold Property during the entire day upon which the Closing occurs. If the Closing occurs before FSTC rents or the ad valorem tax rate are fixed for the current FSTC rent year or current ad valorem tax year, the apportionment of FSTC rents and ad valorem taxes shall be made on the basis of an estimated FSTC rent and ad valorem tax rate for the Leasehold Property; and when FSTC rents and ad valorem tax rate are fixed for the FSTC rent year and ad valorem tax year in which the Closing occurs, the Seller and Purchaser agree, one to the other, to adjust the proration of FSTC rents and ad valorem taxes and, if necessary, to refund or pay such sums to the other party as shall be necessary to effect such adjustment. If the Leasehold Property is not assessed as a separate parcel for ad valorem tax or assessment purposes, then such ad valorem taxes and assessments attributable to the Leasehold Property shall be determined by both the Seller and Purchaser. In the event the Leasehold Property has been assessed for ad valorem property tax purposes at such rates as would result in "roll-back" taxes upon the changes in land usage or ownership of the Leasehold Property, the Purchaser agrees to pay all such taxes and indemnify and save the Seller harmless from and against any and all claims and liabilities for such taxes. The Purchaser shall be responsible for any taxes or penalties imposed under Alabama Current Use Law as a result of this transaction.

C. All unpaid assessments, if any, existing as of the date of the Closing, whether due and payable before or after the Closing, shall be paid by the Seller in cash at the Closing to the assessing entity.

All prorations and adjustments described in this Article Three shall be effective by increasing or decreasing, as appropriate, the amount of cash to be paid by the Purchaser to the Seller at the Closing. The provisions of this Article Three shall survive the Closing.

Article Four "As Is" Condition

Section 4.01. As Is Condition. The Purchaser acknowledges and agrees with the Seller that the Purchaser has inspected the Leasehold Property and is thoroughly familiar with the condition of the Leasehold Property and accepts the same in its present condition. The Purchaser acknowledges and agrees that the Seller has not made and does not make any representations, warranties or covenants of any kind or character whatsoever in respect to the condition of the Leasehold Property, either express or

implied. The Purchaser acknowledges and agrees that upon the Closing, the Seller shall sell and convey to the Purchaser and the Purchaser shall accept the Leasehold Property "As Is, Where Is" with all faults.

Section 4.02. Inspection by the Purchaser. During the period beginning on the Effective Date and ending at the Closing (as defined in this Agreement), (the "Inspection Period") the Purchaser shall have the right to make a physical inspection of the Leasehold Property and the Improvements, including, without limitation, the environmental condition of the Leasehold Property and the Improvements, including, without limitation, making surveys, maps, or contour studies, performing test bores, soil tests and/or examinations, and conducting other engineering studies. The Purchaser agrees to indemnify and hold the Seller harmless of and from any claim for damages or injuries arising from the inspection by the Purchaser of the Leasehold Property and the Improvements and, notwithstanding anything to the contrary in this Agreement, such obligation to indemnify shall survive the Closing or any termination of this Agreement. All inspections shall occur at reasonable times agreed upon by the Seller and Purchaser and shall be conducted so as not to unreasonably interfere with use of the Leasehold Property and the Improvements by the Seller.

Section 4.03. Right of Termination. The Seller agrees that in the event the Purchaser determines that the Leasehold Property or the Improvements are not suitable for the purposes of the Purchaser, the Purchaser shall have the right to terminate this Agreement by sending written notice of said Termination (the "Notice of Termination") to the Seller prior to the expiration of the Inspection Period. Upon delivery by the Purchaser of the Notice of Termination within the Inspection Period, this Agreement shall terminate and the Earnest Money shall be returned to the Purchaser. If the Purchaser fails to send the Seller the Notice of Termination as provided for in this Section 4.03., prior to the expiration of the Inspection Period, the Purchaser shall no longer have any right to terminate this Agreement and shall be bound to proceed to the Closing and consummate the transaction contemplated pursuant to the terms of this Agreement.

Section 4.04. No Representations by the Seller. No representations or promises with respect to the sale and purchase of the Leasehold Property have been made by the Seller to the Purchaser other than expressly set forth in this Agreement. The Purchaser acknowledges and agrees that the Purchaser, independently, without relying on any representation of the Seller nor any information provided by the Seller, has determined to the satisfaction of the Purchaser the suitability of the Leasehold Property and that the Purchaser is not relying on any representations or statements made by the Seller in entering into this transaction.

Article Five Default

Section 5.01. Default by the Purchaser. In the event that the Purchaser fails to consummate this Agreement for any reason, except default by the Seller or the permitted termination of this Agreement by either the Seller or the Purchaser as expressly provided in this Agreement, the Seller shall have the right to pursue any remedy available at law or in equity as a result of such breach, including specifically, without limitation the right to: (i) retain the Earnest Money and terminate this Agreement and recover damages against the Purchaser for the breach by the Purchaser of this Agreement, and (ii) enforce specific performance of this Agreement. Notwithstanding anything to the contrary contained in this Section 5.01., if the Purchaser, or any affiliate of the Purchaser, asserts a claim to the Leasehold Property which clouds the title of the Seller, and if such claim is found by a court of competent jurisdiction to be without merit, then the Seller shall have all remedies available at law or in equity against the Purchaser. In the event of default by the Purchaser, the Seller shall have the right to recover costs and reasonable attorneys' fees in exercising any default remedies under this Agreement.

Section 5.02. Default by the Seller. In the event that the Seller should fail to consummate this Agreement for any reason, except default by the Purchaser or the permitted termination of this Agreement by the Seller or Purchaser as expressly provided in this Agreement, the Purchaser shall have the right to receive the return of the Earnest Money, which return shall operate to terminate this Agreement and release

the Seller from any and all liability under this Agreement.

Article Six
Risk of Loss and Condemnation

Section 6.01. Minor Loss or Damage. In the event of loss or damage to the Leasehold Property (the "Damaged Premises") prior to the Closing which is not "Major" (which is defined in this Agreement), this Agreement shall remain in full force and effect and the Seller shall perform any necessary repairs or, at the option of the Seller, the Seller shall reduce the cash portion of the Purchase Price in an amount equal to the cost of such repairs, the Seller retaining all of the right, title and interest of the Seller to any claims and proceeds the Seller may have with respect to any casualty insurance policies relating to the Damaged Premises. In the event that the Seller performs repairs upon the Leasehold Property, the Seller shall use reasonable efforts to complete such repairs promptly and the date of the Closing shall be extended a reasonable time in order to allow for the completion of such repairs.

Section 6.02. Major Loss or Damage. In the event of a "Major" loss or damage prior to the Closing, the Purchaser may, at any time prior to the Closing, terminate this Agreement by written notice to the Seller, in which event the Earnest Money shall be returned to the Purchaser. In the event the Purchaser does not terminate this Agreement in the event of loss of a "Major" loss, this Agreement shall remain in full force and effect and the Seller shall perform any necessary repairs or, at the option of the Seller, the Seller shall reduce the cash portion of the Purchase Price in an amount equal to the cost of such repairs, the Seller retaining all of the right, title and interest of the Seller to any claims and proceeds the Seller may have with respect to any casualty insurance policies relating to the Damaged Premises. In the event that the Seller performs repairs upon the Leasehold Property, the Seller shall use reasonable efforts to complete such repairs promptly and the date of the Closing shall be extended a reasonable time in order to allow for the completion of such repairs. For purposes of Section 6.01 and Section 6.02, "Major" loss or damage refers to the following: (i) loss or damage to the Leasehold Property or any portion of the Leasehold Property such that the cost of repairing or restoring the Damaged Premises to a condition substantially identical to that of the Damaged Premises prior to the event of damage would be, in the certified opinion of a mutually acceptable architect, equal to or greater than Fifteen Thousand Dollars (\$15,000.00); or (ii) any loss which permanently and materially impairs the current use of the Leasehold Property.

Section 6.03. Condemnation

A. Material Condemnation. If all or a material part of the Leasehold Property is condemned or taken by eminent domain or purchase in lieu thereof prior to the Closing, the Purchaser may elect, by written notice to the Seller given not later than fifteen (15) days following receipt of the notice of condemnation to: (i) take title to the Leasehold Property without abatement or reduction of the Purchase Price, in which case the Purchaser shall not be entitled to receive on the Closing, any condemnation proceeds or rights of the Seller in and to any unpaid condemnation proceeds, or (ii) terminate this Agreement and receive return of the Earnest Money.

B. Immaterial Condemnation. If any immaterial part of the Leasehold Property is taken by eminent domain or by purchase in lieu thereof prior to the Closing, this Agreement shall remain in full force and effect, and the Purchaser shall be obligated to take title to the Leasehold Property without any abatement or reduction of the Purchase Price. In such event, the Seller shall pay to the Purchaser on the Closing the amount of all condemnation proceeds theretofore received by the Seller less the costs incurred by the Seller, if any, in defending such proceeding, and the Seller shall assign to the Purchaser all of the rights of the Seller in and to any unpaid condemnation proceeds (less the costs incurred by the Seller, if any, in defending such proceeding).

C. Definition of Material Taking. For the purposes of this Article Six, "material taking" shall mean and refer to such taking as: (i) in excess of twenty percent (20%) of the Leasehold Property, (ii)

which renders use of the Leasehold Property as contemplated by the Purchaser economically unfeasible, or (iii) which causes the Leasehold Property to violate any zoning or land use ordinance.

Article Seven
Miscellaneous

Section 7.01. Commissions. The Seller and Purchaser warrant each to the other (and it is agreed that this warranty shall survive delivery of the Warranty Bill of Sale) that no broker or agent has been employed with respect to the sale of the Leasehold Property. Each party agrees to indemnify and hold harmless the other from any claim made by brokers or agents who claim to act for the party sought to be charged for a commission, compensation, brokerage fees or similar payment in connection with this transaction and against any and all expense or liability arising out of any such claim.

Section 7.02. Notices. Any notice pursuant to this Agreement shall be given in writing by (i) personal delivery, or (ii) expedited delivery service with proof of delivery, or (iii) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (iv) electronic transmission (provided that such electronic transmission is confirmed), sent to the intended addressee at the address set forth in this Agreement, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance with this Agreement, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided in this Agreement, or, in the case of electronic transmission upon receipt. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to the Seller: Via U.S. Mail:	Louis E. Mapp Post Office Drawer 139 Point Clear, Alabama 36564
Via Personal or Expedited Delivery:	c/o Sam W. Irby Irby & Heard, P.C. 317 Magnolia Avenue Fairhope, Alabama 36532
with a copy to:	Sam W. Irby Irby & Heard, P.C.
Via U.S. Mail:	Post Office Box 1031 Fairhope, Alabama 36533
Via Personal or Expedited Delivery:	317 Magnolia Avenue Fairhope, Alabama 36532 Via Email: samirby@irbyandheard.com
If to Purchaser: Via U.S. Mail and Expedited Delivery:	William B. Grete 2451 University Hospital Drive, Suite 2-110 Mobile, Alabama 36617-2293 Via Email: wgrete@health.southalabama.edu

Section 7.03. Modifications. This Agreement cannot be changed orally, and no agreement shall be effective to waive, change, modify or discharge this Agreement in whole or in part unless such agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

Section 7.04. Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such

last day is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday.

Section 7.05. Time of Essence. The Seller and Purchaser agree that time is of the essence of this Agreement.

Section 7.06. Heirs, Successors and Assigns. The terms and provisions of this Agreement are to apply to and bind the permitted heirs, successors and assigns of the parties to this Agreement. Provided, however, the Purchaser shall not assign any of the right or interest of the Purchaser in this Agreement without the consent of the Seller.

Section 7.07. Entire Agreement. This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement and fully supersedes all prior agreements and understandings between the parties pertaining to such subject matter of this Agreement.

Section 7.08. Further Assurance. Each party agrees that said party will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to the Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, the Purchaser shall, if requested by the Seller, execute acknowledgments of receipt with respect to any materials delivered by the Seller to the Purchaser with respect to the Leasehold Property.

Section 7.09. Attorneys' Fees. In the event of any controversy, claim or dispute between the parties affecting or relating to the subject matter or performance of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the reasonable expenses, including reasonable attorneys' and accountants' fees, incurred by the prevailing party.

Section 7.10. Signatures. This Agreement and any additional amendments to this Agreement may be executed only by hand-signatures or by electronic signature using DocuSign or other similar technology; however, such signatures may be transmitted by facsimile or email, and any such electronic transmissions of the signatures shall be deemed to constitute originals. In addition, either party may rely upon any electronic transmission of any document that is properly executed by the other party. The signature of any party thereon shall be considered for those purposes as an original signature, and the document transmitted shall be considered to have the same binding legal effect as an original signature on an original document. At the request of any party, a facsimile or scanned email document shall be re-executed by all parties in original form. No party may raise the use of a facsimile machine or scanned email, or the fact that any signature was transmitted through the use of a facsimile or scanned email as a defense to the enforcement of this Agreement. Except as is expressly provided in this paragraph to the contrary, neither the Electronic Signatures in Global and National Commerce Act nor any parallel, corresponding or similar state law or regulation shall apply to the execution of this Agreement or any further amendment to this Agreement, and neither party hereto shall be bound by any electronic signature. Exchanges of drafts of this Agreement or any further amendment to this Agreement or email correspondence negotiating the terms thereof are not to be deemed binding on any party.

Section 7.11. Counterparts. This Agreement may be executed in several counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one (1) such counterpart in proving this Agreement.

Section 7.12. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

Section 7.13. Applicable Law. This Agreement shall in all respects be governed by and

construed in accordance with the substantive Federal Laws of the United States of America and the laws of the State of Alabama.

Section 7.14. No Third Party Beneficiary. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of the Seller and the Purchaser only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

Section 7.15. Captions. The Article headings and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any Article or Section or any subsection of this Agreement.

Section 7.16. Construction. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments attached to this Agreement.

Section 7.17. Termination of Agreement. It is understood and agreed that if either the Purchaser or Seller terminates this Agreement pursuant to a right of termination granted under this Agreement, such termination shall operate to relieve the Seller and the Purchaser from all obligations under this Agreement, except for such obligations as are specifically stated in this Agreement to survive the termination of this Agreement.

Section 7.18. Survival of Covenants. Any of the representations, warranties, covenants and agreements of the parties, as well as any rights and benefits of the parties pertaining to a period of time following the Closing of the transaction contemplated by this Agreement, shall survive the Closing and shall not be merged in this Agreement.

Section 7.19 Effective Date. June 23 2022 If the Purchaser fails to execute this Agreement and deliver same to the Seller on or before 5:00 p.m., on ~~May 31, 2022~~, all negotiations between the Seller and the Purchaser concerning the sale of the Leasehold Property shall be deemed terminated. The date of execution by the Seller shall be deemed the Effective Date of this Agreement (the "Effective Date"). 78

Section 7.20. Offer. The Purchaser acknowledges that this Agreement constitutes an offer by the Purchaser to Seller with respect to the Leasehold Property and all other matters contemplated in this Agreement. No action by the Seller shall constitute acceptance of the offer, and this Agreement shall not be binding upon the Seller, unless and until the execution and delivery of this Agreement by the Seller.

Section 7.21 Disclosure. The law firm of Irby & Heard, P.C. represents the Seller in the preparation of this Agreement and in this transaction. Jones Walker LLP and William Grete represent the Purchaser in this transaction.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement have duly executed this Agreement to be effective as of the Effective Date.

Seller:

Mapp Limited Partnership, an Alabama Limited Partnership

By: MEFM, Inc., an Alabama Corporation
Its: General Partner

By: Louis E. Mapp
Louis E. Mapp
Its: President

(Affix Corporate Seal)

Executed by the Seller this 20th 27
day of ~~May~~, 2022.

June

Purchaser:

University of South Alabama, a public body corporate and institution of higher learning of the State of Alabama

By: Polly Stakley
Its: Interim V.P., Finance & Admin.

ATTEST:

Stanna Jeyi
Its: Assoc. V.P., Finance & Admin.

Executed by the Purchaser this 20th
day of ~~May~~, 2022.

June

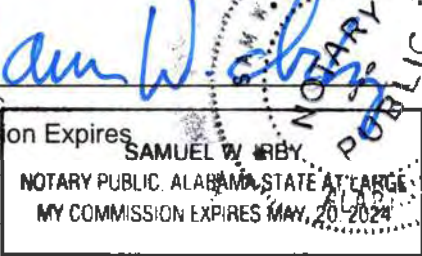
[Handwritten initials]

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Louis E. Mapp, whose name as President of MEFM, Inc., an Alabama Corporation, acting in its capacity as General Partner of Mapp Limited Partnership, an Alabama Limited Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said MEFM, Inc., an Alabama Corporation, acting in its capacity as General Partner of Mapp Limited Partnership, an Alabama Limited Partnership.

Given under my hand and seal this 27th day of May, 2022

Sam W. Irby
Notary Public
My Commission Expires June


STATE OF ALABAMA :

COUNTY OF Mobile :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Polly Stealin and Norma Tiggs whose names as Interim V.P. Finance Admin. and Asst. V.P. Finance Admin. of University of South Alabama, a public body corporate and institution of higher learning of the state of Alabama, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, as such officers and with full authority, executed the same voluntarily for and on behalf of said body.

Given under my hand and seal this 20th day of May, 2022.

Carol Burke Moore
Notary Public
My Commission Expires: 3/8/23

THIS INSTRUMENT PREPARED BY:
Sam W. Irby
Irby & Heard, P.C.
Attorneys at Law representing Mapp Limited Partnership
Post Office Box 1031
Fairhope, Alabama 36533
(251) 928-4555

AND

Jones Walker, LLP
and William B. Grete
Chief Legal Counsel, USA Health
Both representing University of South Alabama
2451 University Hospital Drive
Mobile, Alabama 36617-2293
(251) 445-9164



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Exhibit "A"
Attached and made a part of the
Purchase Agreement

WARRANTY BILL OF SALE

STATE OF ALABAMA :

COUNTY OF BALDWIN :

KNOW ALL MEN BY THESE PRESENTS, Mapp Limited Partnership, an Alabama Limited Partnership, the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration acknowledged to have been paid to the said Grantor by University of South Alabama, a public body corporate and institution of higher learning of the State of Alabama, the Grantee, does GRANT, BARGAIN, SELL AND CONVEY the improvements, and transfer the leasehold interest in, to the said Grantee, subject to the provisions contained in this Warranty Bill of Sale, all that leasehold property in the County of Baldwin, State of Alabama, described as follows, to-wit:

Lot 2 of USA Mapp Subdivision, according to map or plat thereof recorded on Slide 2740-E in records in the Office of the Judge of Probate of Baldwin County, Alabama.

THE LEASEHOLD PROPERTY AND IMPROVEMENTS THEREON ARE SOLD TO THE GRANTEE AS IS, WHERE IS AND THE GRANTOR MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASEHOLD PROPERTY OR ITS MERCHANTABILITY OR FITNESS FOR ANY PURPOSE.

THIS CONVEYANCE AND THE WARRANTIES IN THIS WARRANTY BILL OF SALE ARE MADE SUBJECT TO THE FOLLOWING:

All of the terms and conditions of the ninety-nine (99) year ground lease from the Fairhope Single Tax Corporation to Mapp Limited Partnership, an Alabama Limited Partnership, dated September 9, 2020 and recorded September 11, 2020 as Instrument Number 1856965, Pages 1 through 2, the terms and conditions of the Constitution and By-Laws of the Fairhope Single Tax Corporation and the provisions of the Code of Alabama (1975) Sections 10A-20-9.01 through 10A-20-9.05.

All of the terms and conditions of the ninety-nine (99) year ground lease from the Fairhope Single Tax Corporation to University of South Alabama, a public body corporate and institution of higher learning of the State of Alabama, the terms and conditions of the Constitution and By-Laws of the Fairhope Single Tax Corporation and the provisions of the Code of Alabama (1975) Sections 10A-20-9.01 through 10A-20-9.05.

All oil, gas and other minerals in, on or under the above-described property and all rights and easements in connection therewith which are owned by others.

Any potential current use rollback taxes which may be assessed against the leasehold property.

Existing rights of way of State Highway Number 104.

Minimum Building Setback Lines, Drainage and Utility Easements, Highway Construction Setback Line and other matters, including but not limited to, restrictions and obligations for sidewalks and fire hydrants as shown on the recorded plat of said Subdivision.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD unto the said Grantee, in LEASEHOLD.

And, except as to the above, and taxes and rents hereafter falling due, which are assumed by the Grantee, the Grantor, for Grantor and for the successors and assigns of Grantor, does COVENANT AND WARRANT to and with the said Grantee, that Grantor is seized of a leasehold interest in and to said property and the improvements on said property, and has a good and lawful right to sell and convey the same; that Grantor is in quiet and peaceable possession of said property; and that said property is free and clear of all liens and encumbrances of every kind and nature whatsoever; and Grantor does WARRANT AND WILL DEFEND the title to said leasehold property and the improvements on said leasehold property, and the possession of said leasehold property, unto the said Grantee, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this the _____ day of _____, 2022.

Mapp Limited Partnership, an Alabama Limited Partnership

By: MEFM, Inc., an Alabama Corporation
Its: General Partner

By: _____
Louis E. Mapp
Its: President

(Affix Corporate Seal)

STATE OF ALABAMA :

COUNTY OF BALDWIN :

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that Louis E. Mapp, whose name as President of MEFM, Inc., an Alabama Corporation, acting in its capacity as General Partner of Mapp Limited Partnership, an Alabama Limited Partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such Officer and with full authority, executed the same voluntarily for and as the act of said MEFM, Inc., an Alabama Corporation, acting in its capacity as General Partner of Mapp Limited Partnership, an Alabama Limited Partnership

Given under my hand and seal this _____ day of _____, 2022.

NOTARY PUBLIC
My Commission Expires:

Address of Grantor:

Post Office Drawer 139
Point Clear, Alabama 36564

Address of Grantee:

775 N. University Boulevard, Suite 150
Mobile, Alabama 36608-4548

This Instrument Prepared By:

Sam W. Irby
Irby & Heard, P.C.
Attorneys at Law
Post Office Box 1031
Fairhope, Alabama 36533
(251) 928-4555

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UNIVERSITY OF SOUTH ALABAMA

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

PROPERTY ADDRESS:

6012 Galena Drive
Mobile, AL 36608

Parcel Number: 28-04-17-2-001-083.XXX
Key Number: 490524

APPRAISAL INFORMATION:

Appraised by: ACRE Appraisals
Date of Appraisal: 07/06/2022
Appraised Value: \$85,000.00

CONTRACTS RELATED TO THE PURCHASE:

Attached as Exhibit "A"

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

REAL ESTATE PURCHASE CONTRACT

The **University of South Alabama** ("Buyer"), a public body corporate of the State of Alabama, whose principal address is 307 University Boulevard North, AD-170, Mobile, AL 36688 ("Buyer's Address"), hereby agrees to buy, and **Ralph Flanagan** ("Seller"), whose principal address is 6012 Galena Drive, 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:

6012 Galena Drive, Mobile, Alabama 36608
Parcel: R02 28 04 17 2 001 083.XXX (Key#: 490524)

Lot 12, Block 4 of Hillsdale Heights Subdivision according to plat thereof recorded in Map Book 10, Page 183, of the records in the office of the Judge of Probate, Mobile County, Alabama

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 ***FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$58,000.00)*** (the "Purchase Price") and shall be payable on the day of Closing ("Closing Date") by cash, cashier's check, certified check or wire transfer. Buyer 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 further agrees to pay other closing and settlement costs but shall not be responsible for Seller's attorney's fees, if any. Property taxes shall be prorated as of the Closing Date.

1.2 Buyer agrees to deliver earnest money in the amount of Five Hundred Dollars (\$500.00) to the Title Insurance Company within ten (10) business days of the 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 meet all conditions to Closing.

1.3 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.

ARTICLE II- Closing

2.1 Unless otherwise extended by the provisions of the Contract or by agreement in writing by the parties, the Closing shall be held within sixty (60) days of the signing of this Contract.

2.2 The Closing shall be held at the office of Guarantee Title Company, LLC located at 4300 Downtowner Blvd., Mobile, Alabama, 36609.

ARTICLE III - Possession

3.1 Possession shall be delivered to Buyer at Closing. 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 Seller 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 IV - Deed and Other Documents

4.1 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 the lien of real property taxes not yet due and payable, any existing easements of record, and other exceptions approved in writing by Buyer.

4.2 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 V - Title Insurance

5.1 Buyer shall order a title insurance commitment or preliminary title report issued by Guarantee Title Company (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, a standard form ALTA owner's commitment 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.

5.2 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.

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

5.4 If the title commitment or report shows any exceptions to title other than those referred to in Article 5.1 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 VI - Taxes and Assessments

6.1 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.

6.2 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 VII - Utility Charges

7.1 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 VIII - Risk of Loss

8.1 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 or until Seller delivers actual possession of the Property to Buyer, whichever is later.

ARTICLE IX - Conditions to Closing

9.1 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, and 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 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 V 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 with no further liability to Seller.
- (f) **Satisfaction of all existing mortgages and/or liens.**
- (g) **Termination of any and all leases on the property and removal of all occupants and contents held within any structures remaining.**

ARTICLE X - Notices

10.1 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 6012 Galena Drive, Mobile, Alabama 36608, and to Buyer at 775 N. University Blvd., Suite 150, Mobile, AL 36608.

ARTICLE XI - Representations and Warranties

11.1 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 Contract. 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 Contract. 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.

11.2 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.

11.3 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.

ARTICLE XII – Termination, Default, and Remedies.

12.1 If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Contract at the Closing or fails to perform any of Buyer's other obligations hereunder either prior to or at the Closing for any reason other than termination of this Contract by Buyer pursuant to a right so to terminate expressly set forth in this Contract or Seller's failure to perform Seller's obligations under this Contract, then the Seller, as Seller's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Buyer prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder.

12.2 If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract at the Closing or fails to perform any of Seller's other obligations hereunder either prior to or at the Closing for any reason other than the termination of this Contract by Seller pursuant to a right so to terminate expressly set forth in this Contract, or Buyer's failure to perform Buyer's obligations under this Contract, then Buyer, as Buyer's sole and exclusive remedy, shall have the right to terminate this Contract by giving written notice thereof to Seller prior to or at the Closing, whereupon neither party hereto shall have any further rights or obligations hereunder.

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.

13.11 If any provision of this Contract, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Contract and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

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 at 12:00pm NOON, Friday, July 15, 2022 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 X hereof) or personally delivered to the party making the offer.

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

The selling company is:	The listing company is:
USA Properties	USA Properties
<p><u>TWO BLOCKS MAY BE CHECKED</u></p> <p><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 <input type="checkbox"/> and is assisting the <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller as a transaction broker.</p> <p>Buyer(s) initials: <u>dt</u> _____</p>	<p><u>TWO BLOCKS MAY BE CHECKED</u></p> <p><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 <input type="checkbox"/> and is assisting the <input type="checkbox"/> Buyer <input checked="" type="checkbox"/> Seller as a transaction broker.</p> <p>Seller(s) initials: <u>RF</u> _____</p>

ARTICLE XVI – Broker Commissions

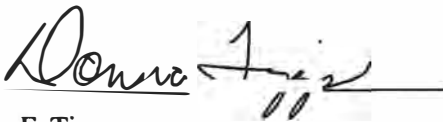
16.1 Both Buyer and Seller agree and understand that USA Properties is acting as an agent of the Buyer in this transaction and is solely assisting Seller as a transaction broker. Seller understands that Seller is under no obligation to pay a commission to USA Properties with respect to this transaction.

SIGNATURES ON THE NEXT PAGE

Signed by Buyer this 15th day of
July, 2022.

BUYER:

UNIVERSITY OF SOUTH ALABAMA

By: 

Donna F. Tipps
Contract Officer

Signed by Seller(s) this 14th day of
July, 2022.

SELLER:

RALPH FLANAGAN

By: 

COMMITTEE MINUTES

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

Audit Committee

**June 2, 2022
1:30 p.m.**

A meeting of the Audit Committee of the University of South Alabama Board of Trustees was duly convened by Mr. Ron Graham, Chair, on Thursday, June 2, 2022, at 1:31 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Alexis Atkins, Tom Corcoran, Ron Graham and Lenus Perkins were present, and Ron Jenkins participated remotely.

Other Trustees: Chandra Brown Stewart, Steve Furr, Arlene Mitchell, Jimmy Shumock, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance.

Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, John Marymont, Mike Mitchell, Diana Nichols, Laura Schratt, Jeb Schrenk, Polly Stokley and Margaret Sullivan.

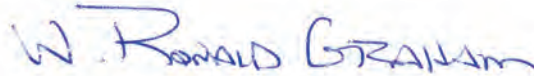
Following introductory remarks by Chairman Shumock, the meeting came to order, and the attendance roll was called, **Item 1**. Mr. Graham called for consideration of the minutes of a meeting held on March 10, 2022, **Item 2**. On motion by Mr. Perkins, seconded by Ms. Atkins, the committee voted unanimously to adopt the minutes.

Mr. Graham called on Ms. Schratt to address **Item 3**, a resolution to approve a revised Audit Committee charge. (To view resolutions, policies and other documents authorized, refer to the minutes of the Board of Trustees meeting held on June 3, 2022.) Ms. Schratt explained the revisions being recommended, and, on motion by Mr. Corcoran, seconded by Mr. Perkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Concerning **Item 4**, a report on the activities of the Office of Internal Audit (OIA), Ms. Schratt presented the OIA quarterly report for the period January 1, 2022, to March 31, 2022, discussing progress made with five key performance indicators and with recommendations made by OIA. She also provided information on the various risk assessments performed for the general University and USA Health sectors.

There being no further business, the meeting was adjourned at 1:37 p.m.

Respectfully submitted:



William Ronald Graham, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

Development, Endowment and Investments Committee

**June 2, 2022
1:37 p.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, June 2, 2022, at 1:37 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Chandra Brown Stewart, Arlene Mitchell, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance were present.

Member Absent: Scott Charlton.

Other Trustees: Alexis Atkins, Tom Corcoran, Steve Furr, Ron Graham, Ron Jenkins, Lenus Perkins and Jimmy Shumock.

Administration & Guests: Terry Albano, Owen Bailey, Joél Billingsley, Jo Bonner, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, Rob LeDoux (J.P. Morgan), John Marymont, Mike Mitchell, Diana Nichols, Norman Pitman, Laura Schratt, Jeb Schrenk, Polly Stokley and Margaret Sullivan.

The meeting came to order, and the attendance roll was called, **Item 5**. Mr. Yance called for a report on endowment and investment performance, **Item 7**. Mr. Albano, along with the University's investment consultant, Mr. Norman Pitman, reviewed endowment investment results for the second quarter of fiscal year 2022, as well as individual manager performance and asset allocation. It was noted that the investment returns for the quarter and since the inception of the endowment were .21 percent and 5.88 percent, respectively, with both outperforming their relative indices, and that investment earnings since inception totaled approximately \$136 million.

Mr. Albano introduced Mr. Rob LeDoux of J.P. Morgan, who discussed the University's portfolio comprised of private equity, private credit and emerging market investments. Mr. LeDoux also shared background on the management team's investment approach, as well as views on the future movement of the market.

Mr. Yance called on Ms. Sullivan, who presented **Item 8**, a resolution commending the USA Foundation for its commitment to provide funding support totaling \$30 million to the University to aid in the construction of a new College of Medicine instructional facility and authorizing the naming the USA College of Medicine as the *Frederick P. Whiddon College of Medicine*. (To view resolutions, policies and other documents authorized, refer to the minutes of the Board of Trustees meeting held on June 3, 2022.) Ms. Sullivan recognized Mr. Yance, Dr. Marymont and Mr. Lawkis

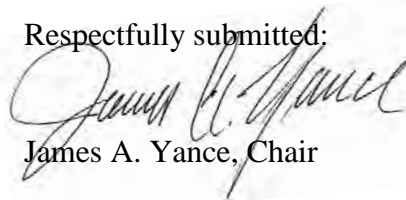
for their efforts that helped to secure the gift. On motion by Ms. Mitchell, seconded by Judge Windom, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Ms. Sullivan gave a report on the activities of the Division of Development and Alumni Relations, **Item 9**, sharing that close to \$39 million had been raised during the first eight months of fiscal year 2022. She provided details on development events held recently and scheduled in the future, such as the Employee and Retiree Annual Giving Campaign held in Spring 2022 that raised approximately \$4.2 million; the fourth annual Day of Giving held on April 6, 2022, that raised more than \$61,000; the “Doc Rock” fundraiser that took place on March 31, 2022; and a donor and friend reception with President and First Lady Bonner slated for July 21, 2022, in Washington, D.C.

Mr. Yance called for consideration of the minutes of a Committee meeting held on March 10, 2022, **Item 6**. On motion by Judge Windom, seconded by Ms. Brown Stewart, the committee voted unanimously to adopt the minutes.

There being no further business, the meeting was adjourned at 2:03 p.m.

Respectfully submitted:

A handwritten signature in black ink, appearing to read "James A. Yance", is written over a light gray rectangular background.

James A. Yance, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

Health Affairs Committee

**June 2, 2022
2:03 p.m.**

A meeting of the Health Affairs Committee of the University of South Alabama Board of Trustees was duly convened by Dr. Steve Furr, Vice Chair, on behalf of Dr. Scott Charlton, Chair, on Thursday, June 2, 2022, at 2:03 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Chandra Brown Stewart, Steve Furr, Arlene Mitchell, Steve Stokes and Jim Yance were present.

Member Absent: Scott Charlton.

Other Trustees: Alexis Atkins, Tom Corcoran, Ron Graham, Ron Jenkins, Lenus Perkins, Jimmy Shumock, Margie Tuckson and Mike Windom.

Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Mike Chang, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, John Marymont, Mike Mitchell, Diana Nichols, Danny Rickert, Rusty Ross, Jonathan Scammell, Laura Schrott, Jeb Schrenk, Polly Stokley, Margaret Sullivan and Alan Whaley.

The meeting came to order, and the attendance roll was called, **Item 10**. Dr. Furr called for consideration of the minutes of a meeting held on March 10, 2022, **Item 11**. On motion by Ms. Brown Stewart, seconded by Dr. Stokes, the Committee voted unanimously to adopt the minutes.

Dr. Furr introduced a resolution authorizing the USA Health Hospitals medical staff appointments and reappointments for February, March and April 2022, **Item 12**, sharing insight on the internal approval process. (To view resolutions, policies and other documents authorized, refer to the minutes of the Board of Trustees meeting held on June 3, 2022.) On motion by Ms. Mitchell, seconded by Mr. Yance, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.


Dr. Furr called on Dr. Marymont for a report on the activities of USA Health and the College of Medicine (COM), **Item 13**. Dr. Marymont introduced Dr. Jonathan Scammell, Chair of the Department of Comparative Medicine, who gave an overview on the COM admissions process and LCME (Liaison Committee on Medical Education) regulations that must be followed. He and Dr. Marymont answered questions.

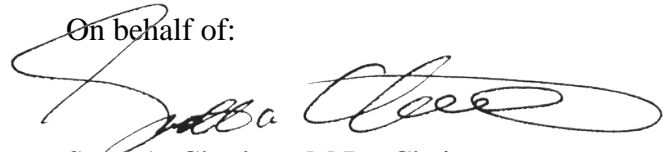
Dr. Marymont introduced Mr. Bailey for comments. Mr. Bailey credited Dr. Alan Whaley, USA Health Chief Operating Office; Dr. Michael Chang, USA Health Chief Medical Officer; Mr. Danny Rickert, USA Health Chief Policy Officer; and Mr. Benny Stover, USA Health Chief Financial Officer, for their efforts that had progressed the growth of the USA Health System at an unusually rapid pace.

Mr. Bailey introduced and shared background information on Dr. Rusty Ross, Director of Operations for USA Health's Department of Industrial Medicine. Dr. Ross presented a report on the industrial medicine program established in July 2021 at the Brookley complex near industry and manufacturing companies.

There being no further business, the meeting was adjourned at 2:36 p.m.

Respectfully submitted:


Steven P. Furr, M.D., Vice Chair

On behalf of:

Scott A. Charlton, M.D., Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

Academic and Student Affairs Committee

**June 2, 2022
2:36 p.m.**

A meeting of the Academic and Student Affairs Committee of the University of South Alabama Board of Trustees was duly convened by Judge Mike Windom, Chair, on Thursday, June 2, 2022, at 2:36 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Steve Furr, Ron Graham, Lenus Perkins, Margie Tuckson and Mike Windom were present, and Ron Jenkins participated remotely.

Member Absent: Scott Charlton.

Other Trustees: Alexis Atkins, Chandra Brown Stewart, Tom Corcoran, Arlene Mitchell, Jimmy Shumock, Steve Stokes and Jim Yance.

Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Lynne Chronister, Chris Cleveland, Anjie Davis, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Krista Harrell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, John Marymont, Mike Mitchell, Diana Nichols, Laura Schratt, Jeb Schrenk, Grant Skinner, Polly Stokley, Margaret Sullivan and Kathy Thompson.

The meeting came to order, and the attendance roll was called, **Item 14**. Judge Windom thanked Capt. Jenkins for presiding on his behalf at the Committee meeting held on March 10, 2022, and called for consideration of the minutes for that meeting, **Item 15**. On motion by Mr. Graham, seconded by Capt. Jenkins, the Committee voted unanimously to adopt the minutes.

Judge Windom noted that Dr. Kent was recently appointed as Provost and Executive Vice President on a permanent basis. He asked Provost Kent and Dr. Marymont to present **Item 16**, a resolution awarding tenure and promotion to faculty of the Division of Academic Affairs and College of Medicine effective August 15, 2022, as set forth. (To view approved resolutions, policies and other documents authorized, refer to the minutes of the Board of Trustees meeting held on June 3, 2022.) Provost Kent and Dr. Marymont provided assurance that the candidates recommended had been thoroughly evaluated through rigorous internal review processes. On motion by Mr. Perkins, seconded by Ms. Tuckson, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Windom called upon Provost Kent and Dr. Marymont to address **Item 17**, a resolution authorizing tuition, fees, and housing and dining rates for the 2022-2023 academic year, as set forth in the schedules appended. Provost Kent and Dr. Marymont, along with Dr. Chris Cleveland, Associate Vice President for Auxiliary Services, discussed the specifics of a recommendation to adjust tuition, fees, and room and board rates, each emphasizing that the proposed rates would still

be among the lowest in the state as compared to Alabama peer institutions, thus enabling USA to maintain a competitive position in the market. Judge Windom called for consideration of the tuition and fees portion of the resolution. On motion by Mr. Perkins, seconded by Mr. Graham, the Committee voted unanimously to recommend approval of the proposed tuition and fees by the Board of Trustees. Judge Windom called for consideration of the housing and dining rates portion of the resolution. On motion by Capt. Jenkins, seconded by Mr. Graham, the Committee voted unanimously to recommend approval of the proposed housing and dining rates by the Board of Trustees.

Judge Windom asked Provost Kent for a report on the activities of the Division of Academic Affairs, **Item 18**. Provost Kent advised of the appointment of Dr. Anjie Davis as Director of USA's Simulation Program following a national search. She introduced and shared background information on Dr. Davis. Dr. Davis shared that she joined South 11 years earlier, had been serving in the role of Interim Director, and looked forward to helping the program grow.

Judge Windom called on Dr. Mike Mitchell, who discussed **Item 19**, the annual report to the Alabama Commission on Higher Education that, in compliance with Alabama law, documents infractions related to USA's Speech, Expressive Activities and Use of University Space, Facilities and Grounds Policy, as well as the University's response. Dr. Mitchell presented a draft report for the period August 1, 2021, through July 31, 2022, pointing out that violations had not transpired thus far for the reporting period. He reminded the Committee that the Board had previously authorized him to submit the report and he invited feedback. The Committee did not suggest changes to the report.

Concerning **Item 20**, a report on the activities of the Division of Student Affairs, Dr. Mitchell introduced Dr. Krista Harrell, Assistant Vice President for Student Affairs, who shared information on the revamped Center for Educational Accessibility and Disability Resources (CEADR). Dr. Harrell advised of the appointment of Mr. Mario Sheets as CEADR Director; provided data on CEADR encounters with special needs students; and highlighted the experience of one student who, having received assistance from CEADR, had achieved great success over his academic career.

Dr. Mitchell provided an overview on the new Jaguar Senior Medallion (JSM) Program, a new initiative that distinguishes graduating seniors for having demonstrated a strong commitment to student engagement and leadership. He introduced Mr. Grant Skinner, a recent JSM recipient and Meteorology graduate, who discussed his time at South and the campus activities in which he was involved.

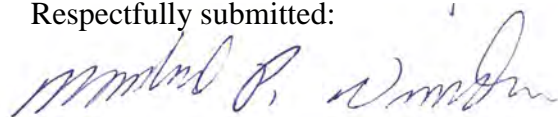
Judge Windom called on Ms. Chronister to present **Item 21**, a report on the activities of the Division of Research and Economic Development. Ms. Chronister advised that Dr. Kevin White, Professor in the Department of Civil, Coastal and Environmental Engineering, recently received a grant award totaling approximately \$2.8 million from the State of Alabama for his wastewater im-

provement project centered in Alabama's Black Belt region. She added that Dr. Kevin West, Professor of Chemical and Biomolecular Engineering, had also received a grant award totaling approximately \$4.8 million from the Office of Naval Research to test the effectiveness of ionic liquids in scrubbing submarines of carbon dioxide.

Ms. Chronister introduced and gave background information on Dr. Kathy Thompson. Dr. Thompson spoke about her work as part of the Frontier Set, a network of postsecondary institutions and liaison partners focused on impacting transformational change in degree attainment at historically black colleges and universities, and discussed the extramural funding she had been awarded over six years from the Bill and Melinda Gates Foundation and other agencies that totaled more than \$5.5 million.

There being no further business, the meeting was adjourned at 3:23 p.m.

Respectfully submitted:

A handwritten signature in blue ink, appearing to read "Michael P. Windom".

Michael P. Windom, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

Budget and Finance Committee

June 2, 2022

3:23 p.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, June 2, 2022, at 3:23 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Alexis Atkins, Chandra Brown Stewart, Tom Corcoran, Ron Graham, Lenus Perkins and Steve Stokes were present.

Other Trustees: Steve Furr, Ron Jenkins, Arlene Mitchell, Jimmy Shumock, Margie Tuckson, Mike Windom and Jim Yance.

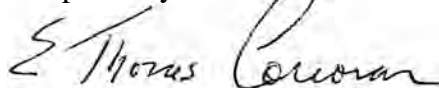
Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, John Marymont, Mike Mitchell, Diana Nichols, Laura Schratt, Jeb Schrenk, Polly Stokley and Margaret Sullivan.

The meeting came to order, and the attendance roll was called, **Item 22**. Mr. Corcoran called for consideration of the minutes of a meeting held on March 10, 2022, **Item 23**. On motion by Ms. Atkins, seconded by Ms. Brown Stewart, the Committee voted unanimously to adopt the minutes.

Mr. Corcoran called on Ms. Stokley to discuss **Item 24**, the quarterly financial statements for the six months ended March 31, 2022. Ms. Stokley advised that the information presented in the financial statements had been reformatted to better parallel how the year-end financial information is presented. She reported an increase in the University's net position by approximately \$54.5 million for the end of the second quarter in fiscal year 2022, as well as an ending net position of close to \$393.4 million.

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

Respectfully submitted,



E. Thomas Corcoran, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Long-Range Planning Committee

June 2, 2022

3:26 p.m.

A meeting of the Long-Range Planning Committee of the University of South Alabama Board of Trustees was duly convened by Ms. Chandra Brown Stewart, Chair, on Thursday, March 10, 2022, at 3:26 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Chandra Brown Stewart, Lenus Perkins, Steve Stokes, Mike Windom and Jim Yance were present, and Ron Jenkins participated remotely.

Other Trustees: Alexis Atkins, Tom Corcoran, Steve Furr, Ron Graham, Arlene Mitchell, Jimmy Shumock and Margie Tuckson.

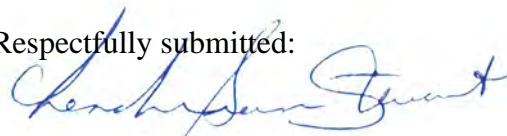
Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, John Marymont, Mike Mitchell, Diana Nichols, Laura Schratt, Jeb Schrenk, Polly Stokley and Margaret Sullivan.

The meeting came to order, and the attendance roll was called, **Item 25**. Ms. Brown Stewart called for consideration of the minutes of a meeting held on March 10, 2022, **Item 26**. On motion by Mr. Yance, seconded by Judge Windom, Committee voted unanimously to adopt the minutes.

Ms. Brown Stewart called on Dr. Angela Coleman, Associate Vice President for Institutional Effectiveness, to present **Item 27**, a report on the SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) decennial reaffirmation of accreditation process. Dr. Coleman discussed aspects related to preparing the University's report to SACSCOC, due in early September, and noted that the procedures for the differential reaffirmation process, for which the University had been approved, involved demonstrating compliance with 40 SACSCOC principles, such as those pertaining to Board self-evaluation and conflict of interest. She advised that SACSCOC representatives would visit campus in March 2023 and expressed confidence with the progress being made.

There being no further business, the meeting was adjourned at 3:31 p.m.

Respectfully submitted:



Chandra Brown Stewart, Chair

**UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES**

Committee of the Whole

**June 2, 2022
3:31 p.m.**

A meeting of the Committee of the Whole of the University of South Alabama Board of Trustees was duly convened by Mr. Jimmy Shumock, Chair *pro tempore*, on Thursday, June 2, 2022, at 3:31 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members: Alexis Atkins, Chandra Brown Stewart, Tom Corcoran, Steve Furr, Ron Graham, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Steve Stokes, Margie Tuckson, Mike Windom and Jim Yance were present, and Ron Jenkins participated remotely.

Members Absent: Scott Charlton and Kay Ivey.

Administration & Guests: Owen Bailey, Joél Billingsley, Jo Bonner, Lynne Chronister, Kristin Dukes, Joel Erdmann, Julie Estis, Monica Ezell, Delwar Hossain (Faculty Senate), Andi Kent, Nick Lawkis, John Marymont, Mike Mitchell, Diana Nichols, Laura Schrott, Jeb Schrenk, Polly Stokley and Margaret Sullivan.

The meeting came to order, and the attendance roll was called, **Item 28**. Chairman Shumock called for consideration of the revised agenda, **Item 28.A**. On motion by Dr. Furr, seconded by Ms. Mitchell, the Committee voted unanimously to adopt the revised agenda. Chairman Shumock called for consideration of the minutes of a meeting held on March 10, 2022, **Item 29**. On motion by Ms. Atkins, seconded by Ms. Mitchell, the Committee voted unanimously to adopt the minutes.

Chairman Shumock presented **Item 30**, a resolution authorizing dates for quarterly Board meetings and the annual meeting for the 2022-2023 academic year, as set forth. On motion by Capt. Jenkins, seconded by Judge Windom, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees. Chairman Shumock thanked Capt. Jenkins for his suggestion to change the September meeting date to coincide with President Bonner's inauguration ceremony.

Chairman Shumock yielded to President Bonner, who introduced **Items 31, 32 and 32.A**, resolutions of commendation recognizing the Honorable Victor Gaston, the Honorable Harry Shiver, and the Honorable Joe Faust for their service to the State of Alabama; **Item 33**, a resolution of posthumous commendation recognizing the late Honorable Steve McMillan for his contributions to the State of Alabama; and **Items 34 and 35**, resolutions of commendation recognizing the Honorable Kay Ivey and the Honorable Richard Shelby for their efforts in securing for the University a \$50 million allocation from the State of Alabama and a \$60 million federal appropriation, respectively, to aid USA with the construction of a new instructional facility for the College of Medicine. Mr. Lawkis shared brief remarks in support of the resolutions. On motion by

Ms. Atkins, seconded by Mr. Corcoran, the Committee voted unanimously to recommend approval of the resolutions by the Board of Trustees.

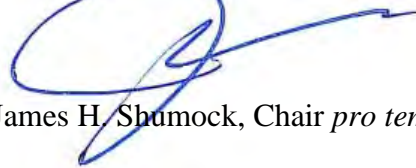
In accordance with the provisions of the Alabama Open Meetings Act, Chairman Shumock made a motion to convene an executive session for an anticipated duration of 45 minutes for the purpose of discussing good name and character, as well as impending litigation, **Item 36**. He stated that Ms. Dukes had submitted the required written declaration for the minutes and that the meeting would effectively be adjourned at the conclusion of the executive session. Dr. Stokes seconded and, at 3:37 p.m., the Committee of the Whole voted unanimously to convene an executive session, as recorded below. Chairman Shumock said a five-minute recess would take place before the executive session:

AYES:

- Ms. Atkins
- Ms. Brown Stewart
- Mr. Corcoran
- Dr. Furr
- Mr. Graham
- Capt. Jenkins
- Ms. Mitchell
- Mr. Perkins
- Mr. Shumock
- Dr. Stokes
- Ms. Tuckson
- Judge Windom
- Mr. Yance

There being no further business, the meeting was adjourned at 4:20 p.m.

Respectfully submitted:



James H. Shumock, Chair *pro tempore*

APPENDIX A

Executive Session

University of South Alabama Board of Trustees Committee of the Whole meeting on June 2, 2022.

The purpose of the executive session for the above-referenced meeting is to discuss good name and character, and impending litigation.

This declaration is submitted pursuant to the requirements of the Alabama Open Meetings Act by Kristin Daniels Dukes, ASB number 6408o61k.

Kristin Daniels Dukes