UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES MEETINGS

WHIDDON ADMINISTRATION BUILDING – PRESIDENT'S OFFICE (STE. 130), BOARD ROOM

DECEMBER 2, 2026
1:30 P.M.

AUDIT COMMITTEE MEETING – STEVE STOKES, M.D., CHAIR

1 Roll Call
2 Approve: Minutes
3 Report: KPMG Audit Reports for the Year Ended September 30, 2026
4 Report: Office of Internal Audit

DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE MEETING – MIKE WINDOM, CHAIR

5 Roll Call
6 Approve: Minutes
7 Report: Endowment and Investment Performance
8 Recommendation to Approve: Evaluation of the University's Endowment Fund and Non-Endowment Fund Investment Policy Statements
9 Recommendation to Approve: Appointment and Reappointment of Officers and Directors for the Jaguar Athletic Fund, Inc.
10 Recommendation to Approve: Commendation of Mr. Stephen E. Clements
11 Report: Development and Alumni Relations

HEALTH AFFAIRS COMMITTEE MEETING – JIMMY SHUMOCK, CHAIR

12 Roll Call
13 Approve: Minutes
14 Recommendation to Approve: USA Health Hospitals Medical Staff Appointments & Reappointments for August, September and October 2026
15 Recommendation to Approve: USA Health Hospitals Medical Staff Bylaws and Associated Documents Revisions
16 Recommendation to Approve: Department of Neurosurgery Waiver Request
17 Report: USA Health

ACADEMIC EXCELLENCE AND STUDENT SUCCESS COMMITTEE MEETING – CHANDRA BROWN STEWART, CHAIR

18 Roll Call
19 Approve: Minutes
20 Recommendation to Approve: Sabbatical Awards
21 Recommendation to Approve: Faculty Emeritus
22 Recommendation to Approve: Tenure
23 Recommendation to Approve: Commendation of J. Harold Pardue, Ph.D.
24 Recommendation to Approve: Honorary Doctorate Degree
25 Report: Academic Affairs
26 Report: Student Affairs
27 Report: Research and Economic Development
28 Report: Community Engagement

BUDGET AND FINANCE COMMITTEE MEETING – LENUS PERKINS, CHAIR

29 Roll Call
30 Approve: Minutes
31 Report: Quarterly Financial Statements for the Year Ended September 30, 2026
32 Recommendation to Approve: Resolution Respecting Certain Amendments to Loan Agreement, Promissory Note and Related Documents and Agreements
33 Report: Public Safety
34 Report: University Facilities

LONG-RANGE PLANNING COMMITTEE MEETING – RON GRAHAM, CHAIR

35 Roll Call
36 Approve: Minutes
37 Report: Institutional Planning and Assessment
38 Recommendation to Approve: 2027-2037 Campus Master Plan

COMMITTEE OF THE WHOLE MEETING – ALEXIS ATKINS, CHAIR

39 Roll Call
40 Approve: Minutes
41 Recommendation to Approve: Commendation of The Honorable Bill W. Lewis II
42 Approve: Executive Session

DECEMBER 3, 2026
10:30 A.M.

BOARD OF TRUSTEES MEETING – ALEXIS ATKINS, CHAIR PRO TEMPORE

1 Roll Call
2 Tribute: Remembering the Late Mr. Abraham A. Mitchell, Honorary Trustee
3 Approve: Minutes
4 Report: University President
5 Report: Student Government Association President
6 Approve: Consent Agenda Items:
- Evaluation of the University's Endowment Fund and Non-Endowment Fund Investment Policy Statements
- Appointment and Reappointment of Officers and Directors for the Jaguar Athletic Fund, Inc.
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7 Report: Audit Committee
8 Report: Development, Endowment and Investments Committee
9 Report: Health Affairs Committee
10 Report: Academic Excellence and Student Success Committee
11 Approve: Tenure
12 Report: Budget and Finance Committee
13 Approve: Resolution Respecting Certain Amendments to Loan Agreement, Promissory Note and Related Documents and Agreements
14 Report: Long-Range Planning Committee
15 Approve: 2027-2037 Campus Master Plan
16 Approve: Commendation of J. Harold Pardue, Ph.D.
17 Approve: Commendation of Mr. Stephen E. Clements
18 Approve: Commendation of The Honorable Bill W. Lewis II

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

MEETING SCHEDULE

WEDNESDAY, DECEMBER 2, 2026:

1:30 pm	**Committee Meetings (consecutive)**	**Whiddon Administration Bldg.** **President's Office (Ste. 130), Board Room**

THURSDAY, DECEMBER 3, 2026:

10:30 am	**Board of Trustees Meeting**	**Whiddon Administration Bldg.** **President's Office (Ste. 130), Board Room**

UNIVERSITY OF SOUTH ALABAMA
FLAGSHIP OF THE GULF COAST.

BOARD OF TRUSTEES

STANDING COMMITTEES
2025-2028

EXECUTIVE COMMITTEE:

- Katherine Alexis Atkins, **Chair *pro tempore***
- Lenus M. Perkins, **Vice Chair**
- William Ronald Graham, **Secretary**
- Chandra Brown Stewart
- Arlene Mitchell
- James H. Shumock
- Michael P. Windom

ACADEMIC EXCELLENCE AND STUDENT SUCCESS CTE.:

- Chandra Brown Stewart, **Chair**
- Scott A. Charlton, M.D.
- Steven P. Furr, M.D., **Vice Chair**
- Luis Gonzalez
- Robert D. Jenkins III
- Ronnie Stallworth, Sr.
- Michael P. Windom

AUDIT COMMITTEE:

- Scott A. Charlton, M.D.
- Steven P. Furr, M.D., **Vice Chair**
- Meredith Mitchell Hamilton
- Lenus M. Perkins
- Ronnie Stallworth, Sr.
- Steven H. Stokes, M.D., **Chair**

BUDGET AND FINANCE COMMITTEE:

- Chandra Brown Stewart
- William Ronald Graham
- Meredith Mitchell Hamilton, **Vice Chair**
- Lenus M. Perkins, **Chair**
- James H. Shumock
- Steven H. Stokes, M.D.
- Michael P. Windom

DEVELOPMENT, ENDOWMENT AND INVESTMENTS CTE.:

- Chandra Brown Stewart
- Scott A. Charlton, M.D.
- Luis Gonzalez
- Robert D. Jenkins III
- Steven H. Stokes, M.D., **Vice Chair**
- Michael P. Windom, **Chair**
- James A. Yance

EVALUATION AND COMPENSATION COMMITTEE:

- Steven P. Furr, M.D.
- Luis Gonzalez, **Vice Chair**
- Robert D. Jenkins III, **Chair**
- Arlene Mitchell
- Lenus M. Perkins
- James H. Shumock
- Ronnie Stallworth, Sr.

HEALTH AFFAIRS COMMITTEE:

- Steven P. Furr, M.D.
- William Ronald Graham
- Meredith Mitchell Hamilton
- Arlene Mitchell, **Vice Chair**
- James H. Shumock, **Chair**
- Steven H. Stokes, M.D.
- James A. Yance

LONG-RANGE PLANNING COMMITTEE:

- Scott A. Charlton, M.D.
- William Ronald Graham, **Chair**
- Meredith Mitchell Hamilton
- Robert D. Jenkins III
- Ronnie Stallworth, Sr.
- James A. Yance, **Vice Chair**

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

MEETING AGENDA
AND MINUTES

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES MEETINGS

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8 Report: Development, Endowment and Investments Committee
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18 Approve: Commendation of The Honorable Bill W. Lewis II

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Board of Trustees

DATE: November 23, 2026

TO: USA Board of Trustees

FROM: Ron Graham Ron Graham
Secretary, Board of Trustees

SUBJECT: Meeting Minutes

Included herein are the unapproved minutes for the Board of Trustees and standing committee meetings held on September 3 and 4, 2026. Please review these documents for amendment or approval at the meetings on December 2 and 3, 2026.

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

September 4, 2026
10:30 a.m.

A meeting of the University of South Alabama ("USA," "University," "Flagship of the Gulf Coast") Board of Trustees ("Board") was duly convened by Ms. Alexis Atkins, Chair *pro tempore*, on Friday, September 4, 2026, at 10:32 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, Steve Furr, Luis Gonzalez, Ron Graham, Meredith Hamilton, Ron Jenkins, Arlene Mitchell, Lenus Perkins, Jimmy Shumock, Ronnie Stallworth, Steve Stokes, Mike Windom and Jim Yance were present, and Scott Charlton participated remotely.
Member Absent:	Kay Ivey.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Neil Christopher, Becky Clark, Tracy Cole (Faculty Senate), Jacob and Nicholas Cooper, Megan Davidson, Monica Ezell, Karrington Foley (SGA), Natalie Fox, Edy Gavin, Charlie Guest, Korey Jones, Buck Kelley, Andi Kent, Spence Larche, Nick Lawkis, James Lawrence (BSU), Daniel McCarthy, Senora McCracken, Mark Mitchell, Allen Parrish, Justin Renfroe, Kristen Roberts, Sydney Scapin; Ashby, Ethan and Rebecca Sugg; Margaret Sullivan, Peter Susman, Mary Teer, Rebecca Thomas (Faculty Senate), Shanna Thorpe, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Upon calling the meeting to order and following the attendance roll call, **Item 1**, Chair Atkins thanked everyone for joining, expressed appreciation for the support provided to her since assuming the role of Board Chair in 2025, recognized Provost Kent for receiving the United Way of Southwest Alabama's 2026 Outstanding Board Service Award for Mobile County, and reflected on the upcoming 25th anniversary of the terrorist attacks upon the United States on September 11, 2001.

Chair Atkins called for consideration of the minutes for a Board of Trustees meeting held on June 5, 2026, **Item 2**. On motion by Mr. Stallworth, seconded by Mr. Shumock, the Board voted unanimously to adopt the minutes.

Chair Atkins called on President Bonner to deliver the President's Report, **Item 3**. President Bonner credited those, past and present, whose efforts had shaped the University. He recognized Mr. James Lawrence III, Black Student Union President; Mr. Jacob Cooper, Mr. Nicholas Cooper and Mr. Justin Renfroe, Southerner ambassadors; Mr. Neil Christopher, USA National Alumni Association (NAA) President; and Dr. Mark Mitchell, USA Medical Alumni Association President, among others who he noted would address the Board later in the meeting.

President Bonner discussed the University's momentum as depicted by the *Our Golden Era President's Report, 2025-2026,* and outlined a variety of significant accomplishments over the year, as well as initiatives proceeding, in the areas of academic excellence; research and discovery; student opportunity and success; health, healing and human impact; and advancement and stewardship. He asserted that the University's undertakings emulated *The USA Way* and thanked the Trustees for their confidence in and passion for the Flagship of the Gulf Coast.

President Bonner yielded to Provost Kent for remarks. Provost Kent acknowledged the privilege of working with an exemplary Board and thanked the Trustees for their impact and partnership. She turned to good news for 2026 fall semester, sharing data reflective of broad strides in the areas of enrollment and retention; program expansion, classroom hours and Greek life recruitment; and housing occupancy, and she credited the faculty, staff and student leaders for their efforts. She introduced a video featuring Mr. Jackson Demond, a freshman from Texas and cancer survivor, and the personalized support USA endeavors to provide to students and their families to further student success.

President Bonner joined Provost Kent and introduced Ms. Senora McCracken, Senior Manager of Children's Miracle Network Programs and Partnerships with the Office of Development and Alumni Relations, and Mr. Korey Jones, Radiologic Assistant with USA Health Providence Hospital – Employee of the Quarter recipients representing the main campus and USA Health, respectively. Also introduced for brief remarks were their nominators, Ms. Shanna Thorpe, Director of Medical Affairs Development and Constituent Engagement, and Ms. Mary Teer, Radiologic Technologist. Ms. McCracken and Mr. Jones received certificates commemorating the award.

President Bonner recognized Mr. Stallworth for his role as President of the USA NAA for a two-year term and presented him a certificate of appreciation commemorating his service.

Chair Atkins joined President Bonner and Provost Kent for the introduction of USA freshman Mr. Ethan Sugg, Board of Trustees Scholar for 2026-2027. Also present were Mr. Sugg's parents, Dr. Rebecca Sugg and Mr. Ashby Sugg. President Bonner discussed the scholarship program, as well as Mr. Sugg's background and academic achievements. Mr. Sugg received a plaque commemorating the award, expressed his appreciation for the recognition and touched on his collegiate aspirations.

Provost Kent introduced Dr. Daniel McCarthy, new Director of Athletics. Dr. McCarthy spoke on his USA roots and thanked the Board for supporting him in his new role. He recognized the softball team for winning the 2026 Sun Belt Conference Championship and competing in the NCAA Division I Postseason Tournament and introduced Head Softball Coach Ms. Becky Clark. Also present were student athletes Ms. Megan Davidson, Ms. Sydney Scapin and Ms. Edy Gavin, who introduced themselves. Ms. Gavin and Coach Clark discussed the attributes that set USA's softball

program apart from others, and Coach Clark pledged that the team would continue to represent the University in a first-class manner, on and off the field.

In closing, President Bonner introduced a television spot slated to air during the September 5 USA vs. Southeastern Louisiana football game. He commended Mr. Berscheidt and the Marketing and Communications team for their expertise in producing the spot and noted it would be shown throughout the year.

Chair Atkins called on Dr. Laura Vrana, President of the Faculty Senate ("Senate"), for a report, **Item 4**. While voicing concern on recent legislation pertaining to higher education governance in Alabama and faculty, Dr. Vrana conveyed pride for the meaningful work of the faculty, the Senate's accomplishments and the shared-governance experience, as well as gratitude for the opportunity to serve as Senate President. She recognized the Senate Executive Committee members present – Dr. Christina Wassenaar, Past President; Dr. Rebecca Thomas, Vice President; and Ms. Tracy Cole, Secretary – and welcomed the prospect of the faculty contributing their expertise in appropriate ways moving forward. Chair Atkins thanked Dr. Vrana and the Senate membership, past and present, for their service and stated the Board and Leadership looked forward to continued collaborations with faculty.

Chair Atkins called for a report from Ms. Karrington Foley, President of the Student Government Association ("SGA"), **Item 5**. Ms. Foley provided an update on the SGA's work aligned with her leadership priorities of communication, student engagement and student culture. Among the initiatives mentioned were the executive branch's participation in conferences with statewide and nationwide counterparts and at the Alabama College Colors Day ceremony recently held in Montgomery; SGA funding for student organizations and college projects; the First Year Council interview and selection process; upcoming promotions for the Homecoming and Battle for the Belt football games; and the *Student Stories* video project showcasing Jag pride. She thanked everyone for their support of students and the SGA and took a snapshot with Board members.

Chair Atkins called for consideration of the consent agenda resolutions following, **Item 6**, all of which she noted were unanimously recommended for Board approval by the respective committees that met September 3, 2026. (To view additional documents authorized, refer to Appendix A.) On motion by Judge Windom, seconded by Mr. Yance, the Board voted unanimously to approve the resolutions:

RESOLUTION
NAMING OF THE WHIDDON COLLEGE OF MEDICINE TEACHING KITCHEN

WHEREAS, Mr. and Mrs. James W. Rane believe in the mission of the University of South Alabama and the vital role that the Frederick P. Whiddon College of Medicine plays in educating physicians to support the health of citizens throughout the state, and

WHEREAS, Mr. and Mrs. Rane also believe in the importance of culinary medicine in preventing and treating diseases, and

WHEREAS, Mr. and Mrs. Rane have committed $2 million to the teaching kitchen in the new Whiddon College of Medicine,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby names the teaching kitchen within the Whiddon College of Medicine as *The Rane Family Teaching Kitchen*.

RESOLUTION
USA HEALTH HOSPITALS MEDICAL STAFF APPOINTMENTS AND REAPPOINTMENTS FOR MAY, JUNE AND JULY 2026

WHEREAS, the USA Health Hospitals medical staff appointments and reappointments for May, June and July 2026 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.

RESOLUTION
UNIVERSITY OF SOUTH ALABAMA HEALTH CARE AUTHORITY AMENDED AND RESTATED ARTICLES OF INCORPORATION, AMENDED AND RESTATED BYLAWS, AND APPOINTMENT OF DIRECTORS

WHEREAS, the University of South Alabama Health Care Authority ("Authority") was formed on May 2, 2017, pursuant to the provisions of the University Authority Act of 2016, Alabama Code §16-17A-1, *et seq.*, and the Articles of Incorporation ("Articles") dated May 2, 2017, was filed with the Office of the Alabama Secretary of State, and

WHEREAS, any amendment to the Articles or Bylaws of the Authority requires the approval of the Board of Trustees of the University of South Alabama, and

WHEREAS, at its August 31, 2026, meeting, the Board of Directors of the Authority approved the amendment of the Articles and Bylaws (subject to the approval of the Board of Trustees) to (1) alter the composition of the Authority Board of Directors to include additional ex officio directors and (2) correct the nomenclature of various positions that have been eliminated or otherwise undergone a title change, and

WHEREAS, also at its August 31, 2026, meeting, the Board of Directors of the Authority accepted the voluntary resignation of five (5) directors, recommended the appointment of replacement directors, and elected officers, subject to the Board of Trustees' appointment of the officers' directorships, to serve terms beginning October 1, 2026, as follows:

Director	**Term Length**	**Term Dates**
• Andrea Kent	6 Years	September 4, 2026 – September 30, 2032
• Stephen Clements	6 Years	September 4, 2026 – September 30, 2032
• Craig Savage	6 Years	September 4, 2026 – September 30, 2032
• Polly Stokely	6 Years	September 4, 2026 – September 30, 2032
• Elizabeth Freeman	3 Years	September 4, 2026 – September 30, 2029
• Abe Harper	3 Years	September 4, 2026 – September 30, 2029

Director	**Position**	**Term Dates**
• James H. Shumock	President	October 1, 2026 – September 30, 2028
• Alexis Atkins	Vice President	October 1, 2026 – September 30, 2028
• Andrea Kent	Secretary	October 1, 2026 – September 30, 2028
• Kristen Roberts	Treasurer	October 1, 2026 – September 30, 2028,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the adoption of the Amended and Restated Articles of Incorporation of the Authority as shown in Exhibit A attached hereto, and

RESOLVED FURTHER, the Board of Trustees of the University of South Alabama hereby authorizes the adoption of the Amended and Restated Bylaws of the Authority as shown in Exhibit B attached hereto, and

RESOLVED FURTHER, the Board of Trustees of the University of South Alabama does hereby appoint the aforementioned individuals to the Board of Directors of the Authority for the terms set forth herein, and

RESOLVED FURTHER, that Dr. Andi Kent, Executive Vice President and Provost for the University of South Alabama and Secretary of the Authority, and Jo Bonner, President of the University of South Alabama and the Authority, are hereby authorized to (1) execute the Articles and Bylaws, as amended; (2) file the Articles with the Office of the Alabama Secretary of State; and (3) take any other action necessary or desirable to consummate the amendments contemplated herein.

RESOLUTION
ENSURE COMPLIANCE WITH HOUSE BILL 580/ALABAMA ACT 2026-432

WHEREAS, the Board of Trustees of the University of South Alabama remains committed to its constitutional and statutory responsibility to manage, govern, and control the University, and

WHEREAS, the Alabama Legislature passed House Bill 580 (enacted as Act 2026-432), which establishes new statutory requirements for public four-year institutions of higher education in Alabama regarding faculty senates, academic tenure, post-tenure review, dismissal of tenured faculty, and curriculum control, and

WHEREAS, the Board of Trustees directs the establishment of an ad hoc committee to formulate recommendations for an advisory body that preserves a positive relationship with the faculty, providing opportunity for faculty expertise to inform academic decisions, while strictly aligning with Alabama Code Section 16-5A-23, and

WHEREAS, Alabama Code Section 16-5A-51 requires the governing board of each public institution of higher education to adopt a tenure policy that addresses the granting of tenure, allows for the dismissal of tenured faculty, provides for periodic post-tenure review at least once every six years, and authorizes the dismissal of a tenured faculty member for cause, and

WHEREAS, the University administration, in consultation with faculty and academic leadership, has developed a comprehensive Post-Tenure Review Policy and corresponding revisions to the Termination/Dismissal Policy that satisfy the statutory, educational, and due process requirements of Act 2026-432, and

WHEREAS, Alabama Code Section 16-5A-80 vests ultimate control and approval authority over any course, subject taught, or curriculum required for a degree directly with the institution's governing board, while explicitly authorizing the board to delegate the approval of courses to a designated university administrator,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes that, consistent with Alabama Code Section 16-5A-21(b), the University of South Alabama Faculty Senate is hereby dissolved, and any constitutions, bylaws, committee structures, or other governing documents thereof are revoked.

BE IT FURTHER RESOLVED, that the Board of Trustees hereby authorizes and directs the creation of an ad hoc committee to recommend guidelines for the establishment of an advisory body, which shall not possess final decision-making or policy-making authority on any matter and shall not issue public statements on behalf of the University or otherwise represent institutional positions.

BE IT FURTHER RESOLVED, that the Board of Trustees hereby formally adopts the University of South Alabama Post-Tenure Review Policy, which mandates that all tenured faculty members undergo periodic, peer-reviewed, professional development-focused evaluations no more than once a year and no less than once every six years, said policy being attached hereto as Exhibit A and incorporated herein by reference.

BE IT FURTHER RESOLVED, that the Board of Trustees hereby formally adopts the revised Termination/Dismissal Policy, incorporating the expanded statutory grounds for dismissal "for cause" and serious misconduct in accordance with Alabama Code Section 16-5A-52 and Section 16-5A-54, said policy being attached hereto as Exhibit B and incorporated herein by reference.

BE IT FURTHER RESOLVED, that, pursuant to Alabama Code Section 16-5A-54(b)(2), the Board of Trustees hereby designates the Executive Vice President and Provost (or, upon written authorization of the Executive Vice President and Provost, a designated administrative officer of the University) to conduct dismissal hearings for tenured faculty members.

BE IT FURTHER RESOLVED, that, in accordance with Alabama Code Section 16-5A-80(d), the Board of Trustees hereby formally delegates the day-to-day approval of courses, course revisions, course inactivations, and related academic catalog modifications to the Executive Vice President and Provost while retaining ultimate statutory authority over all courses, subjects, and degree requirements of the University, as described in the memorandum attached hereto as Exhibit C.

BE IT FURTHER RESOLVED, that the President and the Executive Vice President and Provost are authorized and directed to take all actions necessary to implement this resolution, including executing all necessary amendments to the USA Faculty Handbook, to ensure complete administrative and statutory compliance with Act 2026-432.

RESOLUTION
DIRECTORS OF THE UNIVERSITY OF SOUTH ALABAMA FOUNDATION
FOR RESEARCH AND COMMERCIALIZATION

WHEREAS, pursuant to the bylaws of the University of South Alabama Foundation for Research and Commercialization ("USAFRAC"), which were approved by the Board of Trustees of the University of South Alabama ("University") on June 7, 2013, the Board of Trustees shall elect USAFRAC directors who are not officers, employees, or trustees of the University, and

WHEREAS, there are currently several vacancies on the USAFRAC Board of Directors ("Board") that must be filled because of resignations or term expirations, and

WHEREAS, Section 3.2(b) of the USAFRAC bylaws provides that "[t]he Board of Trustees of the University shall elect five (5) [non-USA] directors to serve on the Board from a slate presented by the USAFRAC Board," and

WHEREAS, Section 3.2(c) of the USAFRAC bylaws provides that the Board membership shall serve staggered terms, and

WHEREAS, the following individuals have been nominated and proposed for Board membership, and have agreed to serve as USAFRAC directors, with terms beginning on October 10, 2026, and expiring as noted below:

REAPPOINTMENT (Two-year term expiring October 9, 2028)**:**

- Mr. Mark Hoffman
- Mr. Philip Burton
- Mr. Dave Trent

APPOINTMENT (Four-year term expiring October 9, 2030)**:**

- Mr. Chris St. Pierre
- Mr. Abe Harper, and

WHEREAS, Ms. Karen Hong and Mr. Glyn Agnew have served on the Board and are rotating off as of October 9, 2026, and the University is extremely grateful and thanks them for their service,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees authorizes the aforementioned individuals to serve as members of the USAFRAC Board of Directors as set forth herein.

Chair Atkins called for a report from the Audit Committee, **Item 7**. Dr. Stokes, Committee Chair, stated a Committee meeting was held on September 3, 2026, and he briefed the Board on the proceedings. He made a motion for Board approval of the *USA Proposed Internal Audit Plan FY 2027* ("Plan"), which was unanimously approved by the Committee. Dr. Furr seconded, and the Board voted unanimously to approve the Plan.

Chair Atkins called for a report from the Development, Endowment and Investments Committee, **Item 8**. Judge Windom, Committee Chair, advised of a Committee meeting held on September 3, 2026, and presented an overview on the business that occurred.

Chair Atkins called for a report from the Health Affairs Committee, **Item 9**. Mr. Shumock, Committee Chair, noted the Committee took part in an educational session one week prior and also held a meeting on September 3, 2026. He shared a summary on the work accomplished.

Chair Atkins called for a report from the Academic Excellence and Student Success Committee, **Item 10**. Ms. Brown Stewart, Committee Chair, stated a Committee meeting took place on

September 3, 2026, and provided a recap of the proceedings, advising that **Item 11** following was unanimously recommended for Board approval. On motion by Mr. Stallworth, seconded by Capt. Jenkins, the Board voted unanimously to approve the resolution:

RESOLUTION
TENURE

WHEREAS, in accordance with University of South Alabama policy, an application for tenure from Marie-Carmelle Elie, M.D., a Whiddon College of Medicine faculty member, has been reviewed by faculty peers and the Dean of the Whiddon College of Medicine Executive Vice President and Provost and University President, and is hereby recommended for approval effective September 4, 2026,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby grants tenure to Marie-Carmelle Elie, M.D., as recommended.

Chair Atkins called for a report from the Budget and Finance Committee, **Item 12**. Mr. Perkins, Committee Chair, stated the Committee met on September 3, 2026, and he gave an account of the matters addressed, noting that **Item 13** following was unanimously recommended for Board approval. On motion by Mr. Graham, seconded by Mr. Shumock, the Board voted unanimously to approve the resolution:

RESOLUTION
UNIVERSITY OF SOUTH ALABAMA FISCAL YEAR 2027 BUDGET

BE IT RESOLVED, the University of South Alabama Board of Trustees approves the University of South Alabama Fiscal Year 2027 Budget, and

BE IT FURTHER RESOLVED, that the University of South Alabama Board of Trustees approves the University of South Alabama Fiscal Year 2027 Budget as a continuation for Fiscal Year 2028 in order to be in compliance with the bond trust indenture requirements if the budget process cannot be completed prior to beginning Fiscal Year 2028.

Chair Atkins called for a report from the Long-Range Planning Committee, **Item 14**. Mr. Graham, Committee Chair, delivered a summation on the business that occurred at a Committee meeting held on September 3, 2026.

Chair Atkins, Provost Kent, Ms. Sullivan and President Bonner gathered for the presentation of **Item 15** following, and President Bonner invited Mr. and Mrs. Shumock to join them. Chair Atkins read the resolution and made a motion for its approval. Mr. Yance seconded, and the Board voted unanimously to approve the resolution. The Shumocks received a commemorative resolution and a standing round of applause, conveyed appreciation for the recognition and spoke from the heart on the inspiration for their gift to the University. Mr. Shumock also amused the group by sporting a jacket lined with the Jaguar Athletics logo:

RESOLUTION
COMMENDATION OF MR. JAMES H. SHUMOCK AND MRS. DEBRA SHUMOCK

WHEREAS, Mr. James H. Shumock and Mrs. Debra Shumock – known by all as Jimmy and Debbie – are loyal and dedicated supporters of the University of South Alabama ("University," "USA," "Flagship of the Gulf Coast"), who have given generously over many years to advance vital University initiatives, including construction of the MacQueen Alumni Center and Hancock Whitney Stadium, to support students through the *USA Board of Trustees Endowed Scholarship* and the *Hollis and Carmel Shumock Endowed Scholarship in Business*, and to champion the Jaguar Athletic Fund, Inc., which has burgeoned under Mr. Shumock's direction as longstanding President, and

WHEREAS, Mr. Shumock, a proud USA alumnus, has served the University with distinction and helped lead its progress as a member of the Board of Trustees (the "Board"), and

WHEREAS, Mr. Shumock's widsom and the esteem of his colleagues on the Board are reflected in his election as Board Secretary in 2013, Vice Chair in 2016 and *Chair Pro Tempore* in 2019, as well as in the conferral of the honorary title of *Chair Pro Tempore Emeritus* in 2022, and

WHEREAS, Mr. Shumock's leadership as Chair of the Board of Trustees continues to yield benefits, demonstrated through the strategic initiatives he championed, which included the construction of Hancock Whitney Stadium, strengthening enrollment and retention, and the expansion of USA Health; further, Mr. Shumock's foresight was key to the University successfully navigating the challenges of the global coronavirus pandemic and to the Presidential Search Committee's work in 2021 that resulted in the appointment of the Honorable Josiah Robins Bonner, Jr., as the University's fourth president, and

WHEREAS, Mr. Shumock has played a pivotal role in supporting and guiding USA Health, dedicating his time and leadership as Chair of the Board of Trustees Health Affairs Committee and Chair of the USA Health Board of Advisors, as well as serving as a member of the USA Rural Healthcare Authority, University of South Alabama Health Care Authority and South Alabama Medical Science Foundation boards, and, for his outstanding service, the Alabama Hospital Association honored Mr. Shumock as *Trustee of the Year* in 2024, and

WHEREAS, Mr. Shumock – an ardent steward of the Flagship of the Gulf Coast – continues to provide invaluable guidance to help further significant priorities, such as through his service as Co-Chair of the *Where Bold Begins* comprehensive capital campaign, the third and most ambitious fundraising campaign in USA's history, piloting the course to reach or exceed the $400 million campaign goal, and

WHEREAS, Mrs. Shumock also immerses herself in the University community and campus activities, serving as an enthusiastic founding member of Jag Gals, USA's ladies booster organization that raises money to support student-athlete academic development, and has volunteered with civic organizations as well, including the Drug Education Council, and, together, the Shumocks are steadfast Jag fans and rarely miss an opportunity to root the Jaguars to victory at sports competitions, and

WHEREAS, Mr. and Mrs. Shumock have made a leadership commitment to the *Where Bold Begins* campaign through an estate gift of $1 million to elevate the University through academics, athletics and other programs, such as the Jaguar Marching Band,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby recognizes the extraordinary commitment and philanthropy of Mr. James H. Shumock and Mrs. Debra Shumock and joins the University President, faculty, staff, students and alumni in extending deepest gratitude to the Shumocks for their enduring dedication to and love for the University and its people.

In closing, President Bonner encouraged everyone to attend the season's first football game against Southeastern Louisiana the following day.

There being no further business, the meeting was adjourned at 11:57 a.m.

Attest to:

William Ronald Graham, Secretary

Respectfully submitted:

Katherine Alexis Atkins, Chair *pro tempore*

APPENDIX A

UNIVERSITY OF SOUTH ALABAMA

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

PROPERTY ADDRESS:

6602 Old Shell Road
Mobile, AL 36608

Parcel Number: 28-04-17-4-000-010.000
Key Number: 492773

APPRAISAL INFORMATION:

Appraised by:	M.D. Bell Company, Inc.
Date of Appraisal:	06/18/2026
Appraised Value:	$656,000.00

CONTRACTS RELATED TO THE PURCHASE:

Attached as Exhibit "A"

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

OFFICE OF REAL ESTATE SERVICES AND ASSET MANAGEMENT
775 N. University Blvd. | Suite 150 | Mobile, Alabama 36608-4548
TEL: (251) 460-6100 | FAX: (251) 461-1765 | SouthAlabama.edu

REAL ESTATE PURCHASE CONTRACT

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 **Richard M. Nufrio & Rachel A. Nufrio** ("Sellers"), whose principal address is 5650 Timber Pine Road, Wilmer, AL 36587-5130 ("Seller's Address"), hereby agrees to sell for the consideration and upon the terms hereinafter set forth, the real estate commonly known as:

6606 Old Shell Road, Mobile, Alabama 36608
Parcel: R28 04 17 4 000 010.XXX (Key#: 492773)

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 ***SIX HUNDRED THIRTY-NINE THOUSAND AND NO/100 DOLLARS ($639,000.00)*** (the "Purchase Price") and shall be payable on the day of Closing ("Closing Date") by cash, cashier's check, certified check or wire transfer. Seller shall pay the cost of acquiring a current title insurance policy for the benefit of Buyer, and the cost of document preparation, including a general warranty deed. Buyer agrees to pay 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 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 Date shall occur within forty-five (45) days following the Effective Date of this Agreement ("the Closing Date").

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 Subject to the terms of Article XIII of this Contract and the attached Exhibit A, possession shall be delivered to Buyer at Closing, free of all occupants and personal property not otherwise agreed to remain. Any personal property or other items remaining in the Property after delivery to the Buyer shall be deemed abandoned and will be disposed of at the sole discretion of the buyer.

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

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.

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) Appraisal. Buyer may obtain prior to Closing an appraisal stating that the appraised value of the Property is at least the Purchase Price. If the appraisal states that the appraised value of the Property is less than the Purchase Price, Buyer may deliver a copy of such appraisal to Seller and deliver written notice to Seller, either: a) terminating this Contract, thereby releasing Buyer and Seller from all further obligations under this Contract; or b) waiving and removing this contingency and continuing with this Contract without regard to the appraised value of the Property. Seller agrees to reasonably cooperate with Buyer in obtaining any such appraisal.

(c) 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.

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 remedies, shall have the right to either terminate this Contract by giving written notice thereof to Seller prior to or at the Closing, or, due to the uniqueness of the property and the inadequacy of monetary damages to compensate Buyer for the breach, Buyer shall be entitled to the remedy of specific performance to enforce the conveyance of the property under the terms of this Contract.

ARTICLE XIII - Post-Closing Occupancy by Seller

13.1 Right to Occupy. Buyer hereby grants Seller the right to remain in possession and occupy the Property for a period of sixty (60) days following the Closing Date (the "Occupancy Period"). Seller's occupancy shall be governed by the terms of a short-form lease attached hereto as Exhibit "A".

ARTICLE XIV - Miscellaneous

14.1 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.

14.2 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.

14.3 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.

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

14.5 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.

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

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

14.8 Time is of the essence hereof.

14.9 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.

14.10 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.

14.11 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.

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

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

(f) 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.

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

(h) Termination of any and all leases on the property and removal of all contents held within any structures remaining.

(i) Removal of all parties in possession of the Property or operating on the Property on or before closing.

(j) There shall exist no pending or threatened actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, pending or threatened against the Seller or involving the Property that would materially and adversely affect the operation or value of the Property or the Seller's ability to perform its obligations under this Agreement.

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 5650 Timber Pine Road, Wilmer, AL 36587-5130, 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

ARTICLE XV - Acceptance

15.1 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, June 12, 2026, 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 XVI – Broker Agency Disclosure: 34-27-8-(c)

The selling company is:	The listing company is:
USA Properties	EXIT Allstar Gulf Coast Realty
TWO BLOCKS MAY BE CHECKED	**TWO BLOCKS MAY BE CHECKED**
☐ and is an Agent of the Seller ☒ and is an Agent of the Buyer ☐ and is an Agent of both Seller and Buyer acting as a limited ☐ and is assisting the ☐ Buyer ☐ Seller as a transaction broker. Buyer(s) initials: TC _____	☑ and is an Agent of the Seller ☐ and is an Agent of the Buyer ☐ and is an Agent of both Seller and Buyer acting as a limited ☐ and is assisting the ☐ Buyer ☐ Seller as a transaction broker. Seller(s) initials: RM RM

ARTICLE XVII – Broker Commissions

17.1 Both Buyer and Seller agree and understand that USA Properties ("Buyer's Broker") is acting as an agent of the Buyer in this transaction. Seller understands that Buyer is under no obligation to pay a commission to EXIT Allstar Gulf Coast Realty "Seller's Broker") with respect to this transaction. Any commission agreement between the Brokers shall be held outside of this transaction via a separate agreement.

SIGNATURES ON THE FOLLOWING PAGE

Signed by Buyer this 9th day of June, 2026.

BUYER:

UNIVERSITY OF SOUTH ALABAMA

By: _____

Trae Catrett
Contract Officer

Signed by Seller(s) this 11th day of June, 2026.

SELLERS:

RICHARD M. NUFRIO

& RACHEL A. NUFRIO

By: _____

Richard M. Nufrio

By: _____

Rachel A. Nufrio

EXHIBIT "A"
POST-CLOSING COMMERCIAL OCCUPANCY AND LEASE AGREEMENT

This Post-Closing Commercial Occupancy and Lease Agreement (this **"Lease"**) is entered into as of this _____ day of _____, 2026, by and between University of South Alabama, a public body corporate of the State of Alabama, whose principal address is 307 University Boulevard North, AD-170, Mobile, AL 36688 (**"Landlord"**, formerly the Buyer) and **Richard M. Nufrio & Rachel A. Nufrio** (**"Tenant"**, formerly the Sellers).

RECITALS

WHEREAS, pursuant to that certain Real Estate Purchase Contract dated June 9th, 2026 (the **"Purchase Agreement"**), Tenant sold to Landlord, and Landlord purchased from Tenant, that certain commercial real property located at 6606 Old Shell Road, Mobile, Alabama 36608 (the **"Property"**).

WHEREAS, the closing of the transaction contemplated by the Purchase Agreement occurred on the date hereof (the **"Closing Date"**); and

WHEREAS, Tenant desires to remain in possession of the Property for a limited time following Closing, and Landlord has agreed to lease the Property back to Tenant under the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

SECTION 1 - TERM

The term of this Lease shall be for a strict period of **thirty (30) days**, commencing on the Closing Date (the **"Commencement Date"**), and expiring automatically without necessity of notice on _____, ***2026*** (the **"Expiration Date"** collectively the "Term"). Provided Tenant is not in default under this Lease, Tenant shall have one (1) thirty (30) day option to extend this Lease at the expiration of the Term by giving Landlord written notice of its intent to exercise this option to extend at least five calendar (5) days prior to the expiration of the Term (the "**Renewal Term**"; and the Term and the Renewal Term, if any, shall be the "**Term**"). Any extension of this Lease shall be on the same terms, covenants and conditions set forth herein. For the sake of clarity, the last date of the Renewal Term shall be the Expiration Date.

SECTION 2 – BASE RENT

Upon the Commencement Date, Tenant shall pay Landlord base rent for the Property in the amount of Three Thousand Five Hundred and no/100 dollars ($3,500.00) ("**Base Rent**"). In the event Tenant exercises its option to extend this Lease as provided hereunder, Tenant shall pay to Landlord Base Rent for the Renewal Term on the first calendar day of the Renewal Term without notice, demand, deduction or offset to the Landlord.

SECTION 3 - OPERATING EXPENSES

Tenant explicitly acknowledges and agrees that until full, physical surrender of the Property to Landlord, Tenant shall remain solely responsible for, and shall timely pay, one hundred percent (100%) of all costs, utilities, and operating expenses of the building.

Tenant shall maintain all utility accounts (including electricity, gas, water, sewer, trash disposal, internet, and telecommunications) in Tenant's name and pay all charges directly to the providers through the date of surrender.

Tenant, at its sole cost, shall handle and pay for all routine building operations, janitorial services, security, and minor maintenance or repairs necessary to keep the Property in its current operating condition.

If any utility or operating bill remains unpaid after surrender, or if Landlord is billed for expenses incurred during Tenant's occupancy, Tenant shall promptly reimburse Landlord within ten (10) business days of written demand.

SECTION 4 - SURRENDER

On or before the Expiration Date, Tenant shall peaceably vacate, remove all of its personal property and equipment (except any fixtures or property transferred to Landlord under the Purchase Agreement), and surrender the Property to Landlord vacant, "broom-clean," and in substantially the same condition as existed on the Closing Date, ordinary wear and tear excepted. Any personal property or other items remaining in the Property after the Tenant surrenders the property to the Landlord shall be deemed abandoned and will be disposed of at the sole discretion of the Landlord.

SECTION 5 - INSURANCE

Tenant agrees to secure and keep in force throughout the Term, at Tenant's sole cost and expense (a) comprehensive general liability insurance for bodily injury, personal injury or death, and for damage to personal property in the amount of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate; (b) contents insurance, in an amount adequate to cover the full replacement value of all window glass, fixtures, trade fixtures, furniture, equipment, inventory and personal property of Tenant in or on the Property; (c) workmen's compensation insurance as required by law; (d) commercial property insurance insuring against risk of direct physical loss or damage to the Property, including, without limitation, any buildings and structures located on the Property, in an amount equal to one hundred percent (100%) of the full replacement cost at the time of loss (without deduction for depreciation) against all perils included within the classification of wind, fire, extended coverage, vandalism, malicious mischief, and special extended perils (i.e., "all risk" as such term is used in the insurance industry) (the "**Property Insurance**"); (e) a policy of insurance covering loss or damage due to flood with respect to the Property if the Property is located in a flood zone as determine by the Federal Emergency Management Agency; (f) automobile liability insurance covering all owned, non-owned and hired vehicles with a combined single limit not less than $1,000,000 per accident; and (g) such other insurance as may he reasonably required from time to time by Landlord.

All insurance required to be maintained by Tenant hereunder shall he primary and non-contributory with any similarly insurance maintained hy Landlord. Landlord shall be named as loss payee under the Property Insurance and Tenant shall provide evidence thereof to Landlord. The insurance policies required to be maintained by Tenant hereunder shall name Landlord as additional insureds. To evidence the insurance requirements in this Section, Tenant shall furnish Landlord with certificates of insurance and the following endorsements: (i) additional insured endorsements; (ii) 30-day notice of cancellation endorsement; and (iii) waiver of subrogation endorsement. Such certificates and endorsements shall be of a form and content satisfactory to Landlord. Tenant hereby releases Landlord from any and all liability or responsibility to Tenant, or any other claim through or under Landlord by way of subrogation or otherwise, for any insured loss or damage covered by any insurance policies maintained on the Property, whether pursuant to this Agreement or otherwise.

SECTION 6 - HOLDOVER

If Tenant fails to surrender the Property by the Expiration Date, Tenant shall become a tenant-at-sufferance. In addition to all other remedies available to Landlord under Alabama law (including unlawful detainer proceedings), Tenant shall pay to Landlord a liquidated daily holdover fee of Five Hundred and no/100 dollars ($500.00) per day for every day Tenant remains in possession beyond the Expiration Date. Tenant recognizes that Landlord may suffer substantial damages as a result of Tenant's failure to surrender possession of the Property upon expiration of this Lease. Accordingly, Tenant agrees to indemnify, defend, and hold harmless Landlord from and against any and all losses, costs, liabilities, claims, obligations, penalties, and expenses incurred by Landlord resulting from or arising out of Tenant's holdover. Without limiting any of the foregoing, if Landlord initiates legal proceedings or retains counsel to evict Tenant or otherwise obtain possession of the Property due to Tenant holding over, Tenant shall be strictly liable for and shall reimburse Landlord for all associated costs, to include reasonable attorney's fees.

SECTION 7 - MISCELLANEOUS

This Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives. The failure by Landlord to insist in any instance on strict performance of any covenant or condition hereof or to exercise any option contained herein shall not be construed as a waiver of such covenant, condition, or option in any other instance. Captions and headings in this Lease are included for convenience of reference only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

This Lease contains the entire agreement between Landlord and Tenant and no representations, inducements, promises or agreements, oral or otherwise, between Landlord (or any agent of Landlord) and Tenant not embodied herein shall be of any force or effect. This Lease may be amended only in a writing duly executed by both Landlord and Tenant. No oral agreements between Landlord (or any agent of Landlord) and Tenant, whether made prior or subsequent to the execution of this Lease, shall be binding on any of the parties hereto.

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

This Lease shall be construed, interpreted, enforced and governed 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 Lease is the Alabama State Board of Adjustment.

Words of any neuter gender used in this Lease shall include both the masculine and feminine gender and words in the singular tense shall include the plural, and vice-versa. The parties hereto have not and do not intend to create by this Lease a joint venture or partnership relation between them. Time is of the essence in the performance of this Lease by Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

UNIVERSITY OF SOUTH ALABAMA

By: _____

Trae Catrett
Contract Officer

TENANTS:

RICHARD M. NUFRIO

& RACHEL A. NUFRIO

By: _____

Richard M. Nufrio

By: _____

Rachel A. Nufrio

UNIVERSITY OF SOUTH ALABAMA

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

PROPERTY ADDRESS:

59 Hillcrest Road
Mobile, AL 36608

Parcel Number: 28-05-21-2-000-006.000
Key Number: 522287

APPRAISAL INFORMATION:

Appraised by:	M.D. Bell Company, Inc.
Date of Appraisal:	10/06/2026
Appraised Value:	$264,000.00

CONTRACTS RELATED TO THE PURCHASE:

Attached as Exhibit "A"

PURCHASE TERMS:

Cash Purchase

SOURCES OF FUNDS USED IN THE PURCHASE:

Unrestricted Funds

OFFICE OF REAL ESTATE SERVICES AND ASSET MANAGEMENT
775 N. University Blvd. | Suite 150 | Mobile, Alabama 36608-4548
TEL: (251) 460-6100 | FAX: (251) 461-1765 | SouthAlabama.edu

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 **James F. Zoghby & John S. Boudreaux** ("Sellers"), whose principal address is 151 Du Rhu Drive, Apt. 4308, Mobile, AL 36608 ("Sellers' Address"), hereby agrees to sell for the consideration and upon the terms hereinafter set forth (the "Contract"), the real estate commonly known as:

Parcel: 28 05 21 2 000 006.XXX (Key#: 522287)
Lot 1, Zoghby Subdivision, Instrument Number 20222020216

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 ***TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($250,000.00)*** (the "Purchase Price") and shall be payable on the day of Closing ("Closing Date") by cash, cashier's check, certified check or wire transfer. Seller shall pay the cost of acquiring a current title insurance policy for the benefit of Buyer, and the cost of document preparation, including a general warranty deed. Buyer agrees to pay 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 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 Seller shall bear all costs and expenses incurred in connection with the issuance of said title commitment, Policy and any endorsements thereto which are required to conform the Policy to the terms and conditions of this Contract.

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.

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 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 Sellers at 151 Du Rhu Drive, Apt. 4308, Mobile, AL 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.

1.7 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, October 2, 2026 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	**Roberts Brothers, Inc.**
TWO BLOCKS MAY BE CHECKED ☐ and is an Agent of the Seller ☒ and is an Agent of the Buyer ☐ and is an Agent of both Seller and Buyer acting as a limited ☐ and is assisting the ☐ Buyer ☒ Seller as a transaction broker. Buyer(s) initials: _____ _____	**TWO BLOCKS MAY BE CHECKED** ☐ and is an Agent of the Seller ☐ and is an Agent of the Buyer ☐ and is an Agent of both Seller and Buyer acting as a limited ☐ and is assisting the ☐ Buyer ☒ Seller as a transaction broker. Seller(s) initials: _____ _____

ARTICLE XVI – Broker Commissions

16.1 Both Buyer and Seller agree and understand that USA Properties ("Buyer's Broker") is acting as an agent of the Buyer in this transaction. Seller understands that Buyer is under no obligation to pay a commission to Roberts Brothers, Inc. ("Sellers' Broker") with respect to this transaction. Both Buyer and Sellers agree and understand that USA Properties is acting as an agent of the Buyer in this transaction. Sellers understands that Sellers are under no obligation to pay a commission to USA Properties with respect to this transaction. Any commission agreement between the Brokers shall be held outside of this transaction via a separate agreement.

SIGNATURES ON THE FOLLOWING PAGE

Signed by Buyer this 24th day of September, 2026.

BUYER:

UNIVERSITY OF SOUTH ALABAMA

Trae Catrett
Contract Officer

Signed by Sellers this 30 day of SEPTEMBER, 2026.

SELLERS:

JAMES F. ZOGHBY and

JOHN S. BOUDREAUX

James F. Zoghby

John S. Boudreaux

AGENCY DISCLOSURE ADDENDUM

#1

This Addendum is to be attached and made a part of the Purchase Agreement

Dated 09/25/2026 on the property located at 59 Hillcrest Rd., Mobile, AL 36608

Between: Buyer University of South Alabama And: Seller James F. Zoghby and John S. Boudreaux

In the event any provisions of this addendum conflict in whole or in any part with the terms of the Purchase Agreement, the provisions of this Addendum will control.

COMPANY DISCLOSURE:

The Listing Company is: Roberts Brothers The Selling Company is: USA Properties

AGENCY DISCLOSURE:

The Listing Licensee, Tricia Graham, is:
An agent of the Seller. ☐
A dual agent. ☐
Assisting the Seller as a transaction facilitator. ☑

The Selling Licensee, Harry Brislin, is:
An agent of the Buyer. ☐
A dual agent. ☐
Assisting the Buyer as a transaction facilitator. ☐

JFZ JSB **Seller(s) Initials** TC **Buyer(s) Initials**

Seller James F Zoghby Date 9-30-2026 Buyer Tricia Graham Date 9/30/2026

Seller John S Boudreaux Date 9-30-2026 Buyer Date

dotloop signature verification:

Roberts BROTHERS INC.
A Berkshire Hathaway Affiliate

REALTOR® EQUAL HOUSING OPPORTUNITY

PURCHASE AGREEMENT
ADDENDUM # 2

Date 09/28/2026

This Addendum is to be attached and made a part of the Purchase Agreement

Dated 09/25/2026 on the property located at 59 Hillcrest Rd.

Between Buyer University of South Alabama And Seller James F. Zoghby & John S. Boudreaux

In the event any provisions of this addendum conflict in whole or in any part with the terms of the Purchase Agreement, the provisions of this Addendum will control.

☐ This Addendum addresses issues in the fully accepted Purchase Agreement but is not to be considered a counter-offer. Upon acceptance by all parties, this Addendum will become part of the accepted Purchase Agreement.

Sellers counter as follows:

1) Purchase price to be $260,000.

2) Seller will pay 2.2% of the agreed purchase price to Buyer's Cooperating Broker at time of closing.

3) Title insurance to be subject to any existing easements of record.

4) In reference to Article V, item 5.2, Seller has an existing survey. Seller will not pay for a new survey.

All other terms and conditions remain the same.

This addendum shall expire: Date: 10/02/2026 Time 12:00 PM CST ☐ AM ☑ PM.

☑ Seller ☐ Buyer

James F Zoghby — dotloop verified 09/28/26 3:34 PM CDT 30NH-FCJ5-LQK8-QNZZ

John S. Boudreaux — dotloop verified 09/28/26 3:35 PM CDT 3KII-OXDH-TIBZ-MAVY

This addendum is: ☑ Accepted ☐ Countered as per attached Addendum # _____

☐ Seller ☑ Buyer

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES



AUDIT COMMITTEE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Audit Committee

September 3, 2026
1:00 p.m.

A meeting of the Audit Committee ("Committee") of the University of South Alabama ("USA") Board of Trustees was duly convened by Dr. Steve Stokes, Chair, on Thursday, September 3, 2026, at 1:04 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Steve Furr, Meredith Hamilton, Lenus Perkins, Ronnie Stallworth and Steve Stokes were present and Scott Charlton participated remotely.
Other Trustees:	Alexis Atkins, Chandra Brown Stewart, Luis Gonzalez, Ron Graham, Ron Jenkins, Jimmy Shumock, Mike Windom and Jim Yance.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Ashly Canty (KPMG), Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Sarah Beth Magette (Warren Averett), Nick Lawkis, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, Laura Vrana and Christina Wassenaar (Faculty Senate), and Ashley Willson (KPMG).

Following the attendance roll call, **Item 1**, Dr. Stokes made a motion to approve the minutes for a meeting held on June 4, 2026, **Item 2**. Ms. Hamilton seconded, and the Committee voted unanimously to adopt the minutes.

Dr. Stokes called on Ms. Roberts to address **Item 3**, a report from the KPMG auditors. Ms. Roberts introduced Ms. Ashley Willson, KPMG Lead Audit Engagement Partner. Ms. Willson covered required communications and other specifics pertinent to the 2026 fiscal year audit under way. She also recognized a new engagement team member, Ms. Ashly Canty, KPMG Lead Audit Manager.

Ms. Roberts reported on the independent audit of the USA Foundation Consolidated Financial Statements and the Disproportionate Share Hospital Funds Combined Financial Statements for the fiscal year ended June 30, 2026, **Item 4**. She advised that both reporting components received unqualified opinions, and indicated the USA Foundation had a strong year, reporting an increase in net assets of approximately $23 million and total net assets of close to $492 million.

Dr. Stokes called on Dr. Susman for a report on the activities of the Office of Internal Audit ("OIA"), **Item 5**. Dr. Susman acknowledged the Warren Averett team for its work and turned to Ms. Sarah Beth Magette, OIA Acting Director from Warren Averett, to share perspective. Ms. Magette discussed the status of engagements for fiscal year 2026, results of the annual enter-

prise-wide risk assessment and schedule of projected engagement hours for fiscal year 2027 and directed attention to the *USA Proposed Internal Audit Plan FY 2027* ("Plan"), **Item 6**, for the Committee's consideration. On motion by Dr. Stokes, seconded by Dr. Furr, the Committee voted unanimously to approve the Plan.

There being no further business, the meeting was adjourned at 1:34 p.m.

Respectfully submitted:

Steven H. Stokes, M.D., Chair

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM
Office of Internal Audit

TO: Audit Committee of the Board of Trustees

CC: Alexis Atkins, Chair pro tempore, Board of Trustees
Jo Bonner, President
Andi M. Kent, Ph.D., Executive Vice President and Provost

FROM: Sarah Beth Magette, CPA, CIA, CFE, Acting Director, Internal Audit
Peter Susman, Vice President of Administration

DATE: November 24, 2026

The Institute of Internal Auditors' (IIA) Professional Practices Framework establishes Standards applicable to the Office of Internal Audit (OIA). The IIA Standards require the Internal Audit Director to periodically communicate OIA's performance and activties to the Board of Trustees (Board).

Consistent with these reporting requirements, the attached Fiscal Year 2026 Office of Internal Audit Annual Report provides a consolidated year-end summary of OIA's performance against the approved audit plan and other activities performed during the fiscal year, supplementing the quarterly updates provided to the Board throughout the year.

Please let me know if you have any comments or questions.

Sarah Clement Magette



UNIVERSITY OF
SOUTH ALABAMA

FLAGSHIP OF THE GULF COAST.

FY26 Annual Report

The University of South Alabama
Office of Internal Audit

Table of Contents

Executive Summary **1**
FY26 Internal Audit Plan Details **2**
Number of Findings **3**
OIA Performance Against the FY26 Audit Plan **4**
OIA Survey Results from FY26 Engagements **5**
Global Internal Audit Standards Reporting Requirements & Annual Disclosures .. **6**

FISCAL YEAR 2026
ANNUAL REPORT

Executive Summary

The purpose of the Office of Internal Audit (OIA) is to strengthen the University of South Alabama's (USA) ability to create, protect, and sustain value by providing the Audit Committee of the Board of Trustees (Audit Committee) and management with independent, risk-based, and objective assurance, advice, insight, and foresight. The OIA helps USA accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of governance, risk management, and control processes. The OIA department operates under the Global Internal Audit Standards (*Standards*), as governed by the Institute of Internal Auditors (IIA).

The Fiscal Year 2026 Office of Internal Audit Annual Report provides quantitative and qualitative data for benchmarking key departmental operational factors; a summary of engagements completed; and an update on the Quality Assessment and Improvement Process (QAIP), as well as other mandatory reporting.

FY26 Internal Audit Plan Details as of November 2, 2026

Entity	Engagement Name	Engagement Type	Status	Number of High-Risk Findings
Campus	Pre-Award Grant Management	Audit	Report Issued	0
Campus	Post-Award Grant Management	Audit	Report Issued	1
Campus	Scholarships	Audit	Report Issued	0
Campus	Physical Security Follow-Up	Audit	Reporting Stage	2
Campus	Cybersecurity	Audit	In Progress	*
Campus	NCAA Procedures	Agreed Upon Procedures	Report Issued	0
USA Health	Physical Security	Audit	Reporting Stage	11
USA Health	Cybersecurity	Audit	Report Issued	0
USA Health	Physician Incentives	Audit	Report Issued	1
USA Health	HCA Charge Capture	Audit	Report Issued	1
USA Health	Cost Management	Audit	Report Issued	0
USA Health	Charge Capture	Audit	Report Issued	4

Summarized FY26 Findings*

Campus

Type of Engagement	High	Moderate	Low
Audit	**3**	**8**	**12**

USA Health

Type of Engagement	High	Moderate	Low
Audit	**17**	**34**	**35**

** Some FY26 engagements are still in progress as of the date of the Audit Committee meeting and therefore are not included in the totals above.*

OIA Performance Against FY26 Audit Plan

Total Engagements Scheduled for FY26	12
Total Engagements Completed for FY26 to Date	10
Total Engagements in Progress to Date	2
Total Engagements Rescheduled to FY27	0

During FY26, OIA completed 10 of 12 planned engagements. Of the two engagements remaining in progress at fiscal year-end, one was originally planned to extend into FY27, while the other experienced a timeline shift due to scheduling conflicts of the process owners.

FY26 Engagements Completed	
Campus	USA Health
Scholarships	HCA Charge Capture
Pre-Award Grant Management	Cost Management
Post-Award Grant Management	USA Health Charge Capture
NCAA AUPs	RVU Physician Incentives
Physical Security Follow-Up Procedures	Cybersecurity

OIA Survey Results from FY26 Engagements

Opportunities for Improvement

The OIA received a rating of 4 out of 5 in the following areas:

- Enhance communication throughout engagements
- Improve engagement timeliness and efficiency

Areas of Success

The OIA received a rating of 5 out of 5 in the following areas:

- Engagements effectively identified key risks and control issues
- Minimal disruption of daily activities for departments involved
- Auditors demonstrated care and expertise
- Audits were performed without bias

Upon conclusion of each engagement, the OIA sent surveys to key participants. For FY26, there was a 53% participation rate as of the date of this report. The OIA is committed to continuing efforts to conduct audits efficiently with minimal disruption to daily operations, demonstrate professionalism and expertise in our interactions, and maintain objectivity and impartiality throughout the audit process.

Global Internal Audit Standards Reporting Requirements & Annual Disclosures

Organizational Independence

In accordance with the Standard 7.1, *Organizational Independence*:

The chief audit executive must confirm to the board the organizational independence of the internal audit function at least annually. This includes communicating incidents where independence may have been impaired and the actions or safeguards employed to address the impairment.

Signed independence declarations are on file for the USA OIA staff and outsourced OIA team members.

USA's OIA reports administratively to the Vice President of Administration and functionally to the Audit Committee of the Board of Trustees, as outlined in the Internal Audit Charter. While the Institute of Internal Auditors acknowledges that it is standard practice for the OIA Director (chief audit executive) to report administratively to the Chief Executive Officer or equivalent, reporting to another senior officer may achieve the same objective if appropriate safeguards are implemented.

Safeguards in place surrounding the administrative reporting function include but are not limited to: direct access to the Audit Committee, regular reporting to the Audit Committee, annual independence assessments, external quality assurance reviews, engaging a third party as the Acting Director, and direct access to the President and Executive Vice President and Provost. These measures are designed to mitigate any potential impairment to independence and to uphold the highest standards of audit integrity.

During FY26, OIA encountered no interference in determining engagement scope, performing internal audit work, accessing records, systems, personnel, or property, or communicating engagement results. No scope limitations or access restrictions adversely affected OIA's ability to fulfill its mandate.

Management's Acceptance of Risk

In accordance with the Standard 11.5, *Communicating the Acceptance of Risks*:

The chief audit executive must communicate unacceptable levels of risk.

> **During FY26, OIA did not identify any unresolved management acceptance of risk that, in the Acting Director's judgment, required escalation to the Audit Committee.**

Quality Assurance Improvement Program

In accordance with the Standard 8.3, *Quality, and Principle 12, Enhance Quality*:

At least annually, the chief audit executive must communicate the results of the internal quality assessment to the board and senior management.

> **OIA is in compliance with Quality Assurance and Improvement Program (QAIP) requirements set forth in the *Standards*.**

In accordance with the Standard 8.4, *External Quality Assessment*:

An external quality assessment must be performed at least once every five years by a qualified, independent assessor or assessment team.

> **The external quality assessment performed in 2024 identified 14 areas for improvement within the Office of Internal Audit. *OIA's next external quality assessment is scheduled to be completed no later than 2029.***
>
> **As of FY25, based on an internal quality assessment, all of the engagement performance areas identified in 2024 have been considered remediated and are now in conformance with the *Standards*.**
>
> **OIA identified no instances of nonconformance during FY26 that affected the overall scope or operation of the internal audit function.**

Resource Adequacy

In accordance with the Standard 8.2, *Resources*:

The chief audit executive must evaluate whether internal audit resources are sufficient to fulfill the internal audit mandate and achieve the internal audit plan.

> **The Acting Director assessed the sufficiency of OIA's human, technological, and financial resources. Based on the approved FY26 plan, current risk profile, use of outsourced resources, and required competencies, OIA concluded that resources were sufficient to fulfill the internal audit mandate.**

No resource limitations adversely affected completion of the plan or the scope, performance, or communication of internal audit work.

Office of Internal Audit Budget

In accordance with the Standard 6.3, *Board and Senior Management Support*:

The chief audit executive must provide the board and senior management with the information needed to support and promote recognition of the internal audit function throughout the organization. The Board must demonstrate support by, among other things, approving the internal audit budget.

The OIA fiscal budget was reviewed and approved by the Board of Trustees as part of USA's annual budget process during the September Board meeting.

Certifications Held

In accordance with the Standard 3.1, *Competency*:

Internal auditors must possess or obtain the competencies to perform their responsibilities successfully.

Five out of the seven staff recurring members hold one or more professional certifications:

Meagan L. Wilson, Acting Manager (WA)	**CPA, CIA**
Justin Headley, Acting Senior Manager, IT (WA)	**CPA, CISSP, CISA**
Sarah Beth Magette, Acting Director (WA)	**CPA, CIA, CFE**
Paul Perry, Member, Quality Reviewer for USA OIA (WA)	**CPA, CITP, CISM**
Carol Phillips, Member, Quality Reviewer for USA OIA (WA)	**CPA, CFE**

Continuing Professional Education

In accordance with the Standard 3.1, *Competency*:

Internal auditors must possess or obtain the competencies to perform their responsibilities successfully.

All staff (internal and outsourced) met all continuing education requirements per the *Standards* and USA OIA policy for FY26.

Risk-Based Audit Plan

In accordance with Standard 9.4, *Internal Audit Plan*:

The chief audit executive must create an internal audit plan that supports the achievement of the organization's objectives.

The OIA performed an entity-wide risk assessment in the Summer of 2025 in order to create a risk-based internal audit plan for FY26. The results of the engagement and subsequent audit plan were previously communicated to the Audit Committee.

In the Fall of 2026, OIA conducted its annual entity-wide risk assessment. The risk assessment was completed using multiple tools including surveys of USA leadership and members of management, review of financial data, and analysis of industry specific top risks and historical data.

After completion, the risk assessment was reviewed in detail with members of management, and a summary was provided to the Audit Committee of the Board of Trustees. The risk assessment was utilized to form the Fiscal Year 2027 (FY27) audit plan. The risk-based internal audit plan for FY27 was formally approved by the Audit Committee of the Board of Trustees as part of USA's regular approval process during the September Board meeting.

OIA Manual

In accordance with Standard 9.3, *Methodologies*:

The chief audit executive must establish methodologies to guide the internal audit function in a systematic and disciplined manner to implement the internal audit strategy, develop the internal audit plan, and conform with the Standards.

The OIA Manual has been updated to be in conformance with the new *Standards* that went into effect January 2025. The manual outlines the authority and scope of the OIA within USA and provides policies, procedures, and guidance for the department.

Approval of the Internal Audit Charter

In accordance with the Standard 6.3, *Board and Senior Management Support*:

The chief audit executive must provide the board and senior management with the information needed to support and promote recognition of the internal audit function throughout the organization. The Board must demonstrate support by, among other things, approving the internal audit charter.

The Internal Audit Charter (the Charter) was approved during the December 2025 Audit Committee meeting. The Charter was reviewed by the Acting Director of OIA who noted no changes for this year.

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

DEVELOPMENT, ENDOWMENT AND INVESTMENTS COMMITTEE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Development, Endowment and Investments Committee

September 3, 2026
1:34 p.m.

A meeting of the Development, Endowment and Investments Committee ("Committee") of the University of South Alabama ("University," "USA") Board of Trustees was duly convened by Judge Mike Windom, Chair, on Thursday, September 3, 2026, at 1:34 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Chandra Brown Stewart, Luis Gonzalez, Ron Jenkins, Steve Stokes, Mike Windom and Jim Yance were present, and Scott Charlton participated remotely.
Other Trustees:	Alexis Atkins, Steve Furr, Ron Graham, Meredith Hamilton, Lenus Perkins, Ronnie Stallworth and Jimmy Shumock.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Nick Lawkis, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, Drew Underwood, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 7**, Judge Windom called for consideration of the minutes for a meeting held on June 4, 2026, **Item 8**. On motion by Capt. Jenkins, seconded by Dr. Stokes, the Committee voted unanimously to adopt the minutes.

Judge Windom called on Mr. Drew Underwood, Director of Treasury Management, to report on endowment and investment results for the quarter ended June 30, 2026, **Item 9**. Mr. Underwood shared perspective on the investment return of approximately 11.3 percent; completion of phased portfolio adjustments; manager performance and the impending fulfillment of the Gerber/Taylor International redemption; and economy. He asserted the strong position of the University's portfolio moving into the 2027 fiscal year.

Judge Windom asked Ms. Sullivan to present **Item 10**, a resolution authorizing naming the teaching kitchen in the new Whiddon College of Medicine ("WCOM") Building *The Rane Family Teaching Kitchen*. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on September 4, 2026.) Ms. Sullivan provided background on Mr. and Mrs. James W. Rane's regard for the WCOM and $2 million commitment for the teaching kitchen. On motion by Dr. Stokes, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Ms. Sullivan introduced **Item 11**, a resolution commending Mr. and Mrs. Shumock for their exceptional devotion and contributions to the University, advising the Shumocks recently formalized a transformational estate gift of $1 million to the Where Bold Begins campaign

("Campaign"). She thanked Mr. Shumock for his commitment to USA and leading by example, as with his service as co-chair of the Campaign Leadership Committee. On motion by Capt. Jenkins, seconded by Mr. Yance, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Concerning an update on the activities of the Division of Development and Alumni Relations, **Item 12**, Ms. Sullivan reported that fiscal year 2026 would be a record fundraising year with just over $54 million in new gifts and commitments recorded as of August 28, 2026. She added the Campaign was on track to reach or exceed the $400 million goal, advising of more than $386 million secured since October 1, 2020, and touched on gift statistics. She credited Dr. and Mrs. Stokes for their gift to upgrade the entrance of the Gulf and Coastal Sciences Building, home of the Stokes School of Marine and Environmental Sciences, and for supporting faculty retention. She shared event information, discussed a video series focused on key Campaign areas and introduced a video featuring a fourth-year WCOM student.

There being no further business, the meeting was adjourned at 1:50 p.m.

Respectfully submitted:

Michael P. Windom, Chair

University of South Alabama Endowment Fund
Fiscal Year 2026 Investment Performance Summary

USA Endowment Fund Performance
October 1, 2025 to September 30, 2026

- The USA Endowment Fund was up 10.7%, the benchmark was up 10.7%.

USA Endowment Fund Manager Performance
October 1, 2025 to September 30, 2026

- Internal / Co-Directed Sleeve (USA Treasury and Leavell Investments) was up 13.4%, the benchmark was up 13.9%
- Gerber Taylor Hedge Fund was up 8.8%, the benchmark was up 9.7%
- Gerber Taylor International was down -1.1%, the benchmark was up 15.7%
- Commonfund was down -2.5%, the benchmark was down -1.8%
- Hancock Whitney was up 19.4%, the primary benchmark was up 15.9% and the secondary benchmark was up 12.8%
- Goldman Sachs was up 0.4%, the benchmark was down -0.3%
- JP Morgan was up 32.6%, the benchmark was up 27.4%
- Jaguar Investment Fund was up 20.9%, the primary benchmark was up 15.7% and the secondary benchmark was up 13.6%

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Finance and Administration

DATE: November 12, 2026

TO: Jo Bonner, President

FROM: Kristen Roberts, Vice President of Finance

SUBJECT: Evaluation of the University's Investment Policy Statements

Attached for the Board of Trustees' consideration is a resolution documenting the University's review of its endowment and non-endowment investment policy statements. It confirms that no changes are needed at this time.

Attachment
KR/du

December 3, 2026

RESOLUTION

EVALUATION OF THE UNIVERSITY'S ENDOWMENT FUND AND NON-ENDOWMENT FUND INVESTMENT POLICY STATEMENTS

WHEREAS, The Commission on Colleges and Universities (formerly known as the Southern Association of Colleges and Schools Commission on Colleges/SACSCOC) requires that investment policy statements be evaluated regularly, and

WHEREAS, the University of South Alabama ("University") Board of Trustees has previously approved the University's endowment fund and non-endowment fund investment policy statements,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby acknowledges the annual evaluation of both policy statements for the current year by the Development, Endowment and Investments Committee ("Committee") and affirms the Committee's recommendation that revision of the endowment fund investment policy statement and non-endowment fund investment policy statement is not needed at this time.

Investment Policy Statement
for the University of South Alabama Endowment Fund
Approved

March 6, 2026

Table of Contents

Section		Page
I.	Purpose of this Investment Policy Statement	3
II.	Roles and Responsibilities	3
III.	Time Horizon	6
IV.	Endowment Spending Policy	7
V.	Gift Policy	7
VI.	Liquidity	7
VII.	Investment Strategy	8
VIII.	Asset Types and Vehicles	8
IX.	Portfolio Investment Guidelines	9
X.	Rebalancing	10
XI.	Investment Manager Evaluation, Due Diligence, Selection, Monitoring and Corrective Action	10
XII.	Performance Evaluation	11
XIII.	Reporting	11
XIV.	Prohibited Investments	12
XV.	Investment Advisory Fees	12

Mission Statement

"The Endowment exists to provide resources to the University, as provided for by the donors, while preserving capital for future generations and needs. The University seeks to maximize returns within prudent risk parameters and aims for long-term growth that outpaces inflation, using a balanced portfolio and top-tier management firms."

The Development, Endowment, and Investment Committee (the "Investment Committee") of the Board of Trustees (the "Board") of the University of South Alabama (the "University") is responsible for recommending investment policies and guidelines for approval by the Board. The Committee also oversees the implementation of these policies and guidelines, including the selection of qualified investment professionals, such as the Investment Management Consultant(s) (the "IMC"), Investment Manager(s), and Custodian(s). Additionally, the Committee is tasked with overseeing and delegating all investment activities, monitoring performance, and ensuring the prudent stewardship of the University's Endowment Funds.

Currently, the Head of the Treasury Management Department (the "HTM") has been delegated investment management authority over the Endowment Fund. The HTM reports to the Chief Financial Officer of the University and will provide periodic reports to the Committee and Board to ensure transparency and alignment with institutional objectives.

I. Purpose of this Investment Policy Statement

This Investment Policy Statement (the "IPS") outlines the goals and guidelines for the accumulated investment funds of the University of South Alabama Endowment. The Investment Committee oversees the investments of the University Endowment's long-term investment portfolio (the "Endowment Fund"). The purpose of this IPS is to delegate responsibilities among the parties involved in the oversight and management of the Endowment Fund and to describe the investment objectives, constraints, risk guidelines, policies, and procedures that apply. In addition, this IPS will guide the investment managers in achieving desired results. The goal of the Endowment Fund is to protect and grow the assets by earning a total return appropriate for the portfolio's time horizon, distribution requirements, and risk tolerance to support projects endowed for specific purposes.

II. Roles and Responsibilities

The Board is responsible for directing and monitoring the investment management of the Endowment Fund. As such, the Board is authorized to delegate certain authority to professional experts in various fields. These roles are as follows:

1. Role of the University of South Alabama Board of Trustees:

   The Board's role is to oversee the management of the Endowment Fund's assets. The Board shall discharge its duties in good faith, with the care that an ordinary,

prudent person in a similar position would exercise under comparable circumstances. The Board will supervise the Investment Committee and will assign the following authority and responsibilities.

Responsibilities of the Board:

- Develop sound and consistent investment policy guidelines for use by the HTM and the IMC(s) when making investment decisions.
- Monitor implementation of this IPS to ensure investment decisions are in line with goals.
- Review the IPS annually.
- Monitor and evaluate performance results.
- Review quarterly reports of portfolio results and notable market observations by the HTM.
- Act in accord with this IPS and all applicable laws and state and federal regulations that apply to endowments and organizations.
- Delegate selection of investments, securities, funds, Investment Managers, and Custodians to the HTM and the IMC(s).

2. Role of the Development, Endowment, and Investment Committee:

The Committee is responsible for overseeing the Endowment Fund's investment activities on behalf of the Board. The Committee will work in conjunction with the HTM and the IMC(s) to ensure that the Endowment's investment strategy aligns with the University's long-term objectives. The Committee approves policy recommendations, reviews performance, and provides ongoing oversight to maintain fiduciary standards and meet the Endowment Fund's objectives.

Responsibilities of the Committee:

- Review and recommend investment policies, objectives, and guidelines to the Board for approval.
- Approve the selection, retention, and replacement of investments, securities, funds, Investment Managers, and Custodians, as recommended by the HTM and the IMC(s).
- Oversee the HTM and IMC(s) to ensure the Endowment's investments are managed prudently and in accordance with IPS guidelines.
- Review periodic performance reports provided by the HTM and IMC(s) to assess the alignment with benchmarks and objectives.
- Make recommendations to the Board regarding any necessary policy updates or strategic adjustments to maintain alignment with the University's goals.

3. Role of the HTM and the IMC(s):

The HTM serves as the primary executive responsible for executing the investment policy as approved by the Board. This individual works with the University's CFO and IMC(s) to implement strategy, manage fund operations, and report on performance.

The consultant(s) may assist the HTM in establishing investment policy, objectives, and guidelines; selecting investment managers; reviewing such managers over time; measuring and evaluating investment performance; and other tasks as deemed appropriate.

Responsibilities of the HTM in coordination with the IMC(s):

- Acknowledge acceptance of responsibility as a fiduciary.
- Assist in establishing investment policies, objectives, and guidelines for the Committee to review and the Board to approve.
- Identify, evaluate, and recommend investment managers suitable for fulfilling the objectives and risk profile of the Endowment Fund.
- Regularly monitor and assess the performance of selected investment managers, benchmarking results relative to objectives and market indices to ensure alignment with expectations.
- Ensure that investments comply with established guidelines and regulatory requirements, advising on risk management practices and any necessary adjustments.
- Offer periodic insights on market trends, economic outlooks, and strategic adjustments to enhance the Endowment's investment positioning.
- Manage the Endowment Fund according to the investment guidelines, limitations, and restrictions set forth in this IPS.
- Make all decisions on a discretionary basis with the CFO's approval regarding assets placed under its jurisdiction. This discretion includes decisions to buy, hold, and sell securities in amounts and proportions that reflect the investment strategy and are compatible with the Endowment Fund's investment guidelines.
- Provide the Committee and Board with quarterly investment reports and notable market observations.
- Measure performance in terms of total return, net of management fees, in comparison to appropriate benchmarks.
- Keep the Committee and Board informed of major investment outlook, strategy, policy, or philosophy changes.
- Conduct quarterly meetings with the Board to formally review the investment portfolio.
- Participate in ongoing professional development, including attending relevant educational conferences and workshops, to remain informed about evolving investment strategies, market trends, regulatory changes, and best practices in endowment management.

4. Role of the Fund/Investment Manager(s):

The Endowment Funds will be managed primarily by external investment advisory organizations; both commingled vehicles and separate accounts may be used. The Fund/Investment Manager(s) has discretion to purchase or sell, in the University's name, the specific securities that will be used to meet the Endowment Fund's investment objectives.

In some instances, the ICM(s) will maintain portfolios to gain market exposure that the Fund/Investment Managers lack. All trades executed by the ICM(s) must be approved by the CFO or the HTM.

Responsibilities of the Fund/Investment Manager(s):

- Discretionary management of security transactions and asset allocation within the Manager's portfolio sleeve.
- Reporting investment performance and valuations on a timely basis.
- Notification of major changes in economic outlook, strategy, or other factors impacting the Endowment's objectives.
- Updating the HTM and IMC(s) on any organizational changes in management, ownership, or philosophy.
- Provide proof of liability and fiduciary insurance coverage.
- Acknowledge agreement to invest within the guidelines set forth in this IPS.
- Meet with the HTM and IMC(s) as needed.
- Proxy voting on behalf of the Endowment Funds, with records communicated promptly; the University reserves right to vote on specific issues.

5. Role of the Custodian(s):

The Custodian will physically (or through securities owned by the Endowment Fund) collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. Additionally, the Custodian will perform regular accounting of all assets (owned, purchased, or sold) and monitor the movement of assets within the Endowment Fund's accounts.

III. Time Horizon

The Organization shall maintain a Long-Term Investment Portfolio with assets invested to support both current and future spending needs.

IV. Endowment Spending Policy

The objective of the Endowment Fund is to generate long-term growth and maintain purchasing power to support the University's needs. The Board reserves the right to withdraw funds as deemed appropriate to advance the University's mission. The University is subject to the "Uniform Prudent Management of Institutional Funds Act" (UPMIFA) of the Code of Alabama. This law allows the University, unless otherwise restricted by the donor, to spend net appreciation, realized and unrealized, of the endowment assets. The law also allows the University to appropriate for expenditure or accumulate to an endowment fund such amounts as the University determines to be prudent for the purposes for which the endowment fund was established. The endowment spending policy provides that 4.5% of the five-year invested net asset moving average value (inclusive of net realized and unrealized gains and losses), as measured at September 30, is available annually for spending in the next academic year. The policy further states that net interest, dividend income, and net realized and unrealized appreciation, after distributions allowed by the spending policy, shall be retained within the Endowment.

The annual internal management fee is calculated each year based on the total Endowment's fiscal year-end value. Endowments are billed or allocated for the internal management fee in October, rather than over the course of the year. In October, if there is a gain in the Endowment, the internal management fee is subtracted, and the difference is booked as a gain or loss for that month. The current internal management fee is 1.25%.

V. Gift Policy

The University may periodically receive gifts in the form of marketable securities. Upon receipt, the Treasury Management Department will liquidate these securities as promptly as possible. If regulatory restrictions prevent immediate sale, the University will hold the securities until the restriction period ends and then proceed with liquidation at the earliest opportunity. The University will not attempt to enhance the Endowment Fund's value by holding gifted securities.

The University may also accept land donations. Upon receipt, the University will evaluate the land for alignment with institutional needs and potential endowment benefits. If the land is not designated for specific university use, it will be liquidated in a manner consistent with maximizing value while adhering to applicable regulations and donor wishes, including any use or sale restrictions specified in the gift agreement or other supporting documentation.

VI. Liquidity

The Endowment Fund is structured to balance long-term growth objectives with liquidity needs, ensuring sufficient cash is available to meet the University's spending requirements and operational commitments. A portion of the total Endowment assets will be held in highly liquid instruments to meet short-term spending needs and capital calls

without necessitating forced asset sales. These assets may include cash equivalents and other readily marketable securities.

The HTM will conduct quarterly liquidity analyses and reports. This allows the HTM and the IMC(s) to monitor the liquidity profile of the total endowment, ensuring alignment with projected cash needs and addressing any rebalancing requirements.

The University's CFO should notify the HTM and IMC(s) of any liquidity needs and debt covenant issues.

VII. Investment Strategy

The investment strategy of the Endowment Fund emphasizes total return, defined as the combined return from capital appreciation and dividend and interest income. The Endowment Fund will be monitored for returns relative to objectives, consistency of investment philosophy, and investment risk.

VIII. Asset Types and Vehicles

The HTM and IMC(s) will consider underlying costs, diversification benefits, and the expected return and risk when selecting vehicles for each asset classes. Selected investments should have reasonable and competitive fees. Investment asset classes will be categorized as follows:

- Return Seeking Assets: These assets are expected to achieve higher long-term growth, but typically carry a higher level of risk. They include equities and other high-growth investments that are expected to outpace inflation over time. The Endowment Fund invests in these assets to support long-term growth that can sustain and enhance the institution's financial support.

- Risk-Mitigating Assets: These assets are expected to provide stability during periods of market volatility. They generally carry lower risk and tend to retain or appreciate in value during market downturns, helping to counterbalance the volatility in return-seeking assets. This category includes cash, fixed-income securities, and other investments that exhibit low correlation with equity markets aimed at protecting capital and managing downside risk.

- Diversifying Assets: These assets are expected to enhance the overall risk-adjusted returns and diversification by exhibiting low anticipated correlation with both return-seeking and risk-mitigating assets. These investments reduce the portfolio's dependence on any single economic factor or asset class. This category includes real assets (such as real estate and commodities), hedge fund strategies, private equity, and private credit.

IX. Portfolio Investment Guidelines

Long-Term Investment Portfolio

Risk Guidelines

The objective of the Endowment Fund is to maximize total return (capital appreciation and income) while managing the risk of significant principal decline. The Board acknowledges that short-term market fluctuation may result in capital loss; however, the Endowment Fund's asset value (without additional contributions or withdrawals) should grow over the long term, if it avoids excess risk.

Long-Term Investment Portfolio Strategic Asset Allocation Targets

To achieve its objective, the Board, in conjunction with the HTM and the IMC(s), has established the following long-term strategic asset allocation targets.

Asset Category	Target Asset Allocation Exposure	Target Allowable Range
Return-Seeking Assets	**45%**	**33-80%**
U.S. Large & Mid-Cap Equity[1]	27.5%	25-55%
U.S. Small-Cap Equity	5%	3-8%
Developed Large & SMID International Equity	8.25%	5-20%
Emerging Markets	4.25%	0-5%
Risk-Mitigating Assets	**18%**	**15-55%**
Multi-Strategy Bonds[1]	18%	15-40%
Cash	0%	0-5%
Diversifying Assets	**37%**	**10-50%**
Real Estate	2.25%	0-5%
Hedge Funds	18%	10-30%
Private Equity (Equity Alternative)[2]	10%	0-15%
Private Credit (Fixed Income Alternative)[3]	6.75%	0-15%
Total	**100%**	**100%**

[1] True Target Exposure Variability: True target exposures may vary based on Private Equity or Private Credit exposures and future capital calls.

[2] Private Equity Considerations: Private Equity is classified as an Equity Alternative. Any unfunded commitments may be temporarily allocated to the U.S. Large and Mid-Cap Equity asset class until capital calls are executed.

[3] Private Credit Considerations: Private Credit is classified as a Fixed Income Alternative. Any unfunded commitments may be temporarily allocated to the Multi-Strategy Bond asset class until capital calls are executed.

Limitations on Allocations

1. No more than 10% of the Endowment Fund's assets will be allocated to any single actively managed fund.
2. No more than 35% of the Endowment Fund's assets will be allocated to a single "Fund of Funds" or multi-manager fund.
3. No more than 45% of the Endowment Fund's assets will be allocated to a single investment firm.

X. Rebalancing

The HTM and the IMC(s) will rebalance among the necessary asset categories and classes in accordance with its own internal rebalancing rules, which may be adjusted from time to time. This process may result in portfolio exposure to an asset category or class temporarily exceeding or falling below the stated maximum/minimum target range. The Endowment Fund should be analyzed and reviewed for rebalancing at least semi-annually.

XI. Investment Manager Due Diligence, Evaluation, Selection, Monitoring and Corrective Action

The University seeks investment managers who demonstrate effective strategies, sustainable advantages, and high-quality organizational structures. The Endowment Fund expects its active managers to generate superior risk-adjusted returns relative to benchmarks, net of fees, while its passive managers efficiently mirror and gain exposure to specific markets at relatively low costs. Attractive firm characteristics include:

1. A strong market reputation and a substantial, high-quality client base.
2. Alignment of interests and principles.
3. A stable, experienced professional team with employees holding equity in the firm.
4. Controlled growth with manageable assets.
5. Competitive long-term performance relative to peers and appropriate benchmark(s).
6. Competitive fees with minimum account sizes.
7. Annual audits conducted by an independent audit firm.

Performance (net of fees) will be provided monthly (quarterly for private funds) by the Investment Managers. Reports will include time-weighted total returns measured against the relative benchmark(s). Active Managers are expected to add value beyond these benchmarks. Historical data will also be included to assess short-term results within the context of long-term strategies (e.g., Rolling Period Analysis).

Corrective action may be taken as part of the ongoing review of Investment Managers. Instances warranting corrective action or termination include:

1. **Major Organizational Changes:** Significant changes within a firm, such as new portfolio managers, may necessitate re-evaluation and potentially a new contract. Failure to notify the University of such changes is grounds for termination. Managers are expected to maintain open communication with the University.
2. **Contract Violations:** Breach of contract terms constitutes grounds for termination.
3. **Style Drift:** Managers are selected to fulfill specific investment styles for diversification. Significant shifts in strategy may result in termination if they deviate from the Endowment Fund's original intent.
4. **Performance Review:** Managers will not typically be terminated for short-term underperformance if they adhere to their established style. Performance will be evaluated over an appropriate timeframe (three and five year comparisons) with guidance from the HTM and the IMC(s).
5. **Endowment Fund Rebalancing:** Managers may be replaced during Rebalancing.
6. **Other Circumstances:** Any other events or conditions deemed in the University's best interest.

XII. Performance Evaluation

The HTM and the IMC will evaluate the performance of Investment Managers and underlying funds in accordance with the Endowment Fund's stated time horizon. Performance evaluation will be made over a full market cycle, typically five to ten years. The HTM and the IMC(s) will review the performance of Investment Managers and their underlying funds relative to appropriate benchmarks, as well as their risk-return profiles, to ensure alignment with the Endowment's objectives and risk tolerance. Additionally, they will review the choice of benchmarks for each Investment Manager and underlying funds on an annual basis.

Overall, the Endowment Fund results will be evaluated on a rolling five-year basis against a blended benchmark as follows: 45% MSCI ACWI Index, 5% S&P 100 Equal Weight Index, 5% Russell 2000 Index, 12.5% Barcap US Agg. Index, 12.5% Barcap BB Agg. Intermediate Index, 2% Wilshire US REIT Index, 9% HFRI Fund of Funds Strategic Index, and 9% HFRI Fund of Funds Conservative Index. This benchmark will be reviewed and evaluated annually to ensure it remains aligned with the Endowment Fund's strategic objectives, investment goals, and asset allocation.

XIII. Reporting

The Investment Managers and underlying funds are expected to provide monthly statements and quarterly performance reports that include performance against their stated benchmarks, valuation, asset allocation, and cash flow summary.

XIV. Prohibited Investments

The Endowment shall not invest directly in speculative securities or instruments that do not align with its long-term risk, liquidity, and governance framework, including but not limited to:

- Cryptocurrencies or other digital assets held directly
- Initial Coin Offerings (ICOs)
- Penny stocks or over-the-counter bulletin board securities
- Commodity futures utilized for speculative positioning
- Life settlements or concentrated insurance-linked products
- Margin borrowing at the portfolio level

If exposure to any of the above asset types is deemed appropriate, such exposure must be obtained solely through diversified institutional pooled vehicles with established risk controls and full transparency, subject to oversight and approval consistent with this Policy.

The Endowment shall not invest in any security or strategy that introduces:

- Structural leverage at the portfolio level
- Unlimited loss potential
- Illiquidity inconsistent with the Endowment's Liquidity Policy
- Complexity beyond the reasonable oversight capacity of the HTM and the IMC(s)

Investments in

XV. Investment Advisory Fees

The University recognizes that investment advisory fees impact the net return of the Endowment Fund and is committed to managing these costs effectively. All investment advisory fees, including those for Investment Managers, the IMC(s), and related services, must be fully disclosed, transparent, reasonable, and competitive with industry standards. The HTM and the IMC will conduct an annual review of these fees to ensure they are fair and align with the value provided. Advisory fees and any changes will be reported to the Board annually to ensure transparency and accountability.

This Investment Policy Statement is hereby adopted by the University of South Alabama Board of Trustees.

Agreed and Acknowledged:

[University of South Alabama Board of Trustees]

By: _____Date: _____

Name:

Title: Secretary, USA Board of Trustees

[Chief Financial Officer, University of South Alabama]

By: _____Date: _____

Name:

Title: CFO

[Head of the Treasury Management Department, University of South Alabama]

By: _____Date: _____

Name:

Title:

[Investment Management Consultant]

By: _____Date: _____

Name:

Title:

Company: N.D. Pitman & Co., Inc.

Investment Policy Statement

for the University of South Alabama Non-Endowment Long Term Fund

Approved

March 14, 2025

Table of Contents

Section		Page
I.	Purpose of this Investment Policy Statement	3
II.	Roles and Responsibilities	3
III.	Time Horizon	5
IV.	Gift Policy	6
V.	Liquidity	6
VI.	Investment Strategy	6
VII.	Asset Types and Vehicles	6
VIII.	Portfolio Investment Guidelines	7
IX.	Rebalancing	8
X.	Investment Manager Evaluation, Due Diligence, Selection, Monitoring and Corrective Action	8
XI.	Performance Evaluation	9
XII.	Reporting	9
XIII.	Investment Advisory Fees	9

The purpose of this policy is to establish a framework within which the Treasury Management Department manages investment operations of the University of South Alabama

The Development, Endowment, and Investment Committee (the "Investment Committee") of the Board of Trustees (the "Board") of the University of South Alabama (the "University") shall be ultimately responsible for the investment policy. By Board Resolution, the Board of Trustees has delegated investment authority to the Chief Financial Officer (the "CFO") and the Head of the Treasury Management Department (the "HTM").

I. Purpose of this Investment Policy Statement

This Investment Policy Statement (the "IPS") outlines the goals and guidelines for the accumulated non-endowed investment funds of the University of South Alabama for long-term investment. The Investment Committee oversees the investments of the University's Non-Endowed long-term investment portfolio (the "Long-Term Fund"). The purpose of this IPS is to delegate responsibilities among the parties involved in the oversight and management of the Long-Term Fund and to describe the investment objectives, constraints, risk guidelines, policies, and procedures that apply. The goal of the Long-Term Fund is to protect and grow assets that are not needed for daily operational cash flows by earning a total return appropriate for the portfolio's time horizon, spending requirements, and risk tolerance. The returns generated will be used to support the University while maintaining sufficient liquidity to accommodate fluctuations in revenues and expenses.

II. Roles and Responsibilities

1. Role of the University of South Alabama Board of Trustees:

   The Board is ultimately responsible for the IPS and for delegating the investment management of the Long-Term Fund. As such, it is authorized to delegate certain authority to professional experts in various fields. The Board shall discharge its duties in good faith, with the care that an ordinary, prudent person in a similar position would exercise under comparable circumstances. The Board assigns the following authority and responsibilities.

Responsibilities of the Board:

- Develop sound and consistent investment policy guidelines for use by the Treasury Management Department when making investment decisions.
- Monitor implementation of this IPS to ensure investment decisions are in line with goals.
- Review the IPS annually.
- Act in accord with this IPS and all applicable laws and state and federal regulations that apply to public universities.

- Delegate selection of investments, securities, funds, Investment Managers, and Custodians to the CFO and HTM.

2. Role of the Development, Endowment, and Investment Committee:

The Committee approves policy recommendations and provides general oversight to maintain fiduciary standards and meet the Long-Term Fund's objectives.

Responsibilities of the Committee:

- Review and recommend investment policies, objectives, and guidelines to the Board for approval.
- Oversee the CFO and HTM to ensure investments are managed prudently and in accordance with IPS guidelines.
- Make recommendations to the Board regarding any necessary policy updates or strategic adjustments to maintain alignment with the University's goals.

3. Role of the CFO and HTM:

The HTM serves as the primary executive responsible for executing the investment policy as approved by the Board. This individual works with the University's CFO to implement strategy, manage fund operations, and report on performance.

Responsibilities of the HTM in coordination with the CFO:

- Acknowledge acceptance of responsibility as a fiduciary.
- The CFO will review periodic performance reports provided by the HTM to assess the alignment with benchmarks and objectives.
- Establish investment policies, objectives, and guidelines for the Committee to review and the Board to approve.
- Identify, evaluate, and recommend investment managers suitable for fulfilling the objectives and risk profile of the Long-Term Fund.
- Measure performance in terms of total return, net of management fees, in comparison to appropriate benchmarks.
- Ensure that investments comply with established guidelines and regulatory requirements, advising on risk management practices and any necessary adjustments.
- Manage the Long-Term Fund according to the investment guidelines, limitations, and restrictions set forth in this IPS.
- Make all decisions on a discretionary basis with the CFO's approval regarding assets placed under its jurisdiction. This discretion includes decisions to buy, hold, and sell securities in amounts and proportions that reflect the investment strategy and are compatible with the Long-Term Fund's investment guidelines.
- Participate in ongoing professional development, including attending relevant educational conferences and workshops, to remain informed about evolving

investment strategies, market trends, regulatory changes, and best practices in investment management.

4. Role of the Fund/Investment Manager(s):

The Long-Term Fund will be managed primarily by index funds; both commingled vehicles and separate accounts may be used. Any actively managed Fund/Investment Manager has discretion to purchase or sell, in the University's name, the specific securities that will be used to meet the Long-Term Fund's investment objectives.

Responsibilities of active Fund/Investment Manager(s):

- Discretionary management of security transactions and asset allocation within the Manager's portfolio sleeve.
- Reporting investment performance and valuations on a timely basis.
- Notification of major changes in economic outlook, strategy, or other factors impacting the Long-Term Fund's objectives.
- Updating the HTM on any organizational changes in management, ownership, or philosophy.
- Meet with the CFO and HTM as needed.
- Proxy voting on behalf of the Long-Term Fund, with records communicated promptly; the University reserves right to vote on specific issues.

5. Role of the Custodian(s):

The Custodian will physically (or through securities owned by the Long-Term Fund) collect dividend and interest payments, redeem maturing securities, and effect receipt and delivery following purchases and sales. Additionally, the Custodian will perform regular accounting of all assets (owned, purchased, or sold) and monitor the movement of assets within the Long-Term Fund's account(s).

III. Time Horizon

The Organization shall maintain a long-term investment horizon of more than five years. Assets invested are to be used to support both current and future spending needs.

IV. Gift Policy

The University may periodically receive gifts in the form of marketable securities. Upon receipt, the Treasury Management Department will liquidate these securities as promptly as possible. If regulatory restrictions prevent immediate sale, the University will hold the securities until the restriction period ends and then proceed with liquidation at the earliest opportunity. The University will not attempt to enhance the Long-Term Fund's value by holding gifted securities.

The University may also accept land donations. Upon receipt, the University will evaluate the land for alignment with institutional needs and potential benefits. If the land is not designated for specific university use, it will be liquidated in a manner consistent with maximizing value while adhering to applicable regulations and donor wishes, including any use or sale restrictions specified in the gift agreement or other supporting documentation.

V. Liquidity

The Long-Term Fund is structured to balance long-term growth objectives with liquidity needs, ensuring sufficient cash is available to meet the University's spending requirements and operational commitments.

VI. Investment Strategy

The investment strategy of the Long-Term Fund emphasizes total return, defined as the combined return from capital appreciation and dividend and interest income. The Long-Term Fund will be monitored for returns relative to objectives, consistency of investment philosophy, and investment risk.

VII. Asset Types and Vehicles

The CFO and HTM will consider underlying costs, diversification benefits, and the expected return and risk when selecting vehicles for each asset classes. Selected investments should have reasonable and competitive fees. Investment asset classes will be categorized as follows:

- Return Seeking Assets: These assets are expected to achieve higher long-term growth, but typically carry a higher level of risk. They include equities, mutual funds, and ETFs.

- Risk-Mitigating Assets: These assets are expected to provide stability during periods of market volatility. They generally carry lower risk and tend to retain or appreciate in value during market downturns, helping to counterbalance the volatility in return-seeking assets. This category includes cash, bonds, and fixed-income mutual funds and ETFs.

VIII. Portfolio Investment Guidelines

Long-Term Investment Portfolio

Risk Guidelines

The objective of the Long-Term Fund is to maximize total return (capital appreciation and income) while managing the risk of significant principal decline. The Board acknowledges that short-term market fluctuation may result in capital loss; however, the Long-Term Fund's asset value (without additional contributions or withdrawals) should grow over the long term, if it avoids excess risk.

Long-Term Investment Portfolio Strategic Asset Allocation Targets

To achieve its objective, the Board, in conjunction with the CFO and HTM, has established the following long-term strategic asset allocation targets.

Asset Category	Target Asset Allocation Exposure	Target Allowable Range
Return-Seeking Assets	**100%**	**50-100%**
U.S. Large & Mid-Cap Equity	72%	50-80%
U.S. Small-Cap Equity	10%	0-15%
Developed International Equity	15%	0-20%
Emerging Markets	3%	0-5%
Risk-Mitigating Assets	**0%**	**0-20%**
Multi-Strategy Bonds	0%	0-20%
Cash	0%	0-5%
Total	**100%**	**100%**

Limitations on Allocations

1. No more than 20% of the Long-Term Fund's assets will be allocated to any single actively managed fund.
2. No more than 45% of the Long-Term Fund's assets will be allocated to a single "Fund of Funds" or multi-manager fund.

IX. Rebalancing

The Treasury Department will be responsible for rebalancing among the necessary asset categories and classes in accordance with its own internal rebalancing rules, which may be adjusted from time to time. This process may result in portfolio exposure to an asset category or class temporarily exceeding or falling below the stated maximum/minimum target range. The Long-Term Fund should be analyzed and reviewed for rebalancing semi-annually.

X. Investment Manager Due Diligence, Evaluation, Selection, Monitoring and Corrective Action

The University seeks investment managers who demonstrate effective strategies, sustainable advantages, and high-quality organizational structures. The Long-Term Fund expects its active managers to generate superior risk-adjusted returns relative to benchmarks, net of fees, while its passive managers efficiently mirror and gain exposure to specific markets at relatively low costs. Attractive firm characteristics include:

1. A strong market reputation and a substantial, high-quality client base.
2. Alignment of interests and principles.
3. A stable, experienced professional team with employees holding equity in the firm.
4. Controlled growth with manageable assets.
5. Competitive long-term performance relative to peers and appropriate benchmark(s).
6. Competitive fees with minimum account sizes.
7. Annual audits conducted by an independent audit firm.

Performance (net of fees) will be provided monthly by the Investment Manager. Reports will include time-weighted total returns measured against relative benchmark(s). Historical data will also be included to assess short-term results within the context of long-term strategies (e.g., Rolling Period Analysis).

Corrective action may be taken as part of the ongoing review of Investment Managers. Instances warranting corrective action or termination include:

1. Organizational changes
2. Contract Violations
3. Style Drift
4. Underperformance based on three- and five- year returns
5. Rebalancing
6. Any other events or conditions deemed in the University's best interest

XI. Performance Evaluation

The CFO and HTM will evaluate the performance of Investment Managers and underlying funds in accordance with the Long-Term Fund's stated time horizon. Performance evaluation will be made over a full market cycle, typically five to ten years. The CFO and HTM will review the performance of Investment Managers and their underlying funds relative to appropriate benchmarks, as well as their risk-return profiles, to ensure alignment with the Long-Term Fund's objectives and risk tolerance.

XII. Reporting

The Investment Managers and underlying funds are expected to provide monthly statements and quarterly performance reports that include performance against their stated benchmarks, valuation, asset allocation, and cash flow summary.

XIII. Investment Advisory Fees

The University recognizes that investment advisory fees impact the net return of the Long-Term Fund and is committed to managing these costs effectively. All investment advisory fees and related services, must be fully disclosed, transparent, reasonable, and competitive with industry standards.

This Investment Policy Statement is hereby adopted by the University of South Alabama Board of Trustees.

Agreed and Acknowledged:

[University of South Alabama Board of Trustees]

By: _____Date: _____

Name:

Title: Secretary, USA Board of Trustees

[Chief Financial Officer, University of South Alabama]

By: _____Date: _____

Name:

Title: CFO

[Head of the Treasury Management Department, University of South Alabama]

By: _____Date: _____

Name:

Title: Executive Director, Treasury Management

RESOLUTION

APPOINTMENT AND REAPPOINTMENT OF OFFICERS AND DIRECTORS FOR THE JAGUAR ATHLETIC FUND, INC.

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

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

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

WHEREAS, the Nominating Committee of the JAF Board of Directors has nominated the following individuals to serve as JAF officers or directors for the calendar-year terms as specified:

OFFICER - Reappointment for 2027

• Jeff Nichols	Secretary

DIRECTORS - Reappointment for Three-Year Terms, 2027-2029

• Alexis Atkins	Football
• Miles Ball	Soccer
• Billy Cox	Football
• Hunt Griffith	Baseball
• Justin Labrato	Track & Field
• Scott Perry	At Large
• Jill Showers-Chow	Women's Basketball
• Tony Wallace	Men's Golf

DIRECTOR - New Appointment for Three-Year Term, 2027-2029

• Ryan Beebe	Softball

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama does hereby authorize the appointment and reappointment of the officers and directors of the Jaguar Athletic Fund, Inc., as set forth.

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Department of Athletics

DATE: November 13, 2026

TO: Jo Bonner
University President

FROM: Dr. Daniel McCarthy
Director of Athletics

SUBJECT: University of South Alabama Board of Trustees Meeting
Jaguar Athletic Fund (JAF) Resolution for Consideration

This is to request the attached Resolution to be presented to the USA Board of Trustees for consideration at its next meeting on December 2, 2026.

The intent of the Resolution is for the University of South Alabama Board of Trustees to ratify the elected JAF Board members and officers.

dwm/els

Attachment

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES



HEALTH AFFAIRS
COMMITTEE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Health Affairs Committee

September 3, 2026
1:50 p.m.

A meeting of the Health Affairs Committee ("Committee") of the University of South Alabama ("USA") Board of Trustees ("Board") was duly convened by Mr. Jimmy Shumock, Chair, on Thursday, September 3, 2026, at 1:50 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, Meredith Hamilton, Jimmy Shumock, Steve Stokes and Jim Yance were present.
Member Absent:	Arlene Mitchell.
Other Trustees:	Alexis Atkins, Chandra Brown Stewart, Scott Charlton, Luis Gonzalez, Ron Jenkins, Lenus Perkins, Ronnie Stallworth and Mike Windom.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Debra Browning, Emma Bryson and Rainier, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Nick Lawkis, Brenda Maddox, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 13**, Mr. Shumock called for consideration of the minutes for a meeting held on June 4, 2026, **Item 14**. On motion by Ms. Hamilton, seconded by Dr. Stokes, the Committee voted unanimously to adopt the minutes.

Mr. Shumock called on Dr. Fox to present **Item 15**, a resolution authorizing the USA Health Hospitals medical staff appointments and reappointments for May, June and July 2026. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on September 4, 2026.) On motion by Dr. Furr, seconded by Mr. Graham, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Shumock called on Provost Kent, who introduced a resolution authorizing the USA Health Care Authority ("HCA") Amended and Restated Articles of Incorporation and Bylaws and the appointment of HCA directors, **Item 16**. Mr. Yance made a motion to recommend Board approval of the resolution, and Dr. Stokes seconded. Judge Windom indicated he had questions on the proposal and suggested deferring consideration. Mr. Shumock and Mr. Yance reminded of prior discussions informing Board members on the matter and, together with Provost Kent and Dr. Fox, reviewed the fundamentals and benefits of proceeding with authorization. The Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Shumock called on Dr. Fox for an update on the activities of USA Health, **Item 17.** Dr. Fox introduced and shared background on Ms. Debbie Browning, USA Health Children's & Women's Hospital ("CWH") Chief Executive Officer. Ms. Browning provided an overview on the strategic initiatives and projects of CWH, addressing such topics as a recent increase in deliveries; patient volume and potential expansion; community education and intervention programs; and a book drive under way for a NICU read-a-thon. She introduced USA alumna Ms. Emma Bryson and Ms. Brenda Maddox, Therapeutic Recreation Therapist and Child Life Specialist, respectively, as well as Rainier, CWH's first full-time facilities dog, explaining their work with pediatric patients focused on emotional wellbeing. A video was shown of President Bonner spending time with Rainier and Ms. Bryson, Rainier's primary handler, on the job.

There being no further business, the meeting was adjourned at 2:15 p.m.

Respectfully submitted:

James H. Shumock, Chair

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

USA Health

DATE: November 3, 2026

TO: Jo Bonner
President

FROM: Natalie Fox
Chief Executive Officer

SUBJECT: Board Meeting Documents

Attached for review and approval by the Health Affairs Committee and the Board of Trustees are the following items:

Resolution – USA Health Hospitals Medical Staff Appointments and Reappointments for August, September and October 2026

- USA Health Hospitals Medical Staff Appointments and Reappointments Board of Trustees Report

Resolution – USA Health Hospitals Medical Staff Bylaws/Associated Documents

- Summary of Proposed Bylaws/Associated Documents Amendments

Resolution – Department of Neurosurgery Waiver Request

- Hurtis J. Tullos, MD

NF/kh

Attachments

RESOLUTION

USA HEALTH HOSPITALS MEDICAL STAFF APPOINTMENTS AND REAPPOINTMENTS FOR AUGUST, SEPTEMBER AND OCTOBER 2026

WHEREAS, the USA Health Hospitals medical staff appointments and reappointments for August, September and October 2026 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.

USA BOARD OF TRUSTEES REPORT
USA HEALTH HOSPITALS MEDICAL STAFFS
APPOINTMENTS APPROVED IN AUGUST, SEPTEMBER, AND OCTOBER 2026

The following is a listing of recommendations for approval of new appointments, reappointments and other status changes of physicians and APP staff professionals.
These have been reviewed and are recommended by the Medical Executive Committees of the respective hospitals and the Health Credentialing Board.

Initial Appointments	USA Health Children's & Women's Hospital			USA Health University Hospital			USA Health Ambulatory Care		
Name	**Type/Status**	**Category**	**Department**	**Type/Status**	**Category**	**Department**	**Type/Status**	**Category**	**Department**
Amys, Ruby K., CRNA	NA	NA	NA	Initial	APP	Anesthesiology	NA	NA	NA
Barnett, Claire C., CRNA	Initial	APP	Anesthesiology	N/A	N/A	N/A	N/A	N/A	N/A
Binondo, Vince, DO	Initial	Active	Emergency Medicine	Initial	Active	Emergency Medicine	Initial	Active	Emergency Medicine
Boral, Leonard I., MD	Initial	Locum Tenens	Pathology	Initial	Locum Tenens	Pathology	Initial	Locum Tenens	Pathology
Bowers, Maryam, PA	Initial	APP	Pediatrics	N/A	N/A	N/A	Initial	APP	Pediatrics
Briggs, Tiffany, DA	Initial	APP	Surgery	NA	NA	NA	NA	NA	NA
Bulchandai, Deewan, MD	Initial	Consulting	Psychaitry	Initial	Consulting	Psychaitry	N/A	N/A	N/A
Buttar, Noor, DO	Initial	Active	Pediatrics	NA	NA	NA	Initial	Active	Pediatrics
Chau, Yen, MD	Initial	Active	Anesthesiology	NA	NA	NA	NA	NA	NA
Colvin, Misty M., CRNP	Initial	APP	Internal Medicine	Initial	APP	Internal Medicine	Initial	APP	Internal Medicine
Daoust, William S., CRNA	Initial	APP	Anesthesiology	NA	NA	NA	NA	NA	NA
Epstein, David M., MD	Initial	Locum Tenens	Radiology	Initial	Locum Tenens	Radiology	Initial	Locum Tenens	Radiology
Flaxman, Logan W., MD	Initial	Active	Internal Medicine	Initial	Active	Internal Medicine	Initial	Active	Internal Medicine
Fleming, Celeste, PA	NA	NA	NA	Initial	APP	Emergency Medicine	Initial	APP	Emergency Medicine
Fortuny, Lisandra R., MD	N/A	N/A	N/A	Initial	Locum Tenens	Pathology	Initial	Locum Tenens	Pathology
Freund, Megan Kathleen, CRNA	N/A	N/A	N/A	Initial	APP	Anesthesiology	N/A	N/A	N/A
Gates, Jill R., CRNP	Initial	APP	Urology	Initial	APP	Urology	Initial	APP	Urology
Geter, Chelsea M., CRNA	Initial	APP	Anesthesiology	N/A	N/A	N/A	N/A	N/A	N/A
Grinstead, Julie G., MD	Initial	Active	OBGYN	Initial	Active	OBGYN	Initial	Active	OBGYN
Grubb, Sydney, CRO	N/A	N/A	N/A	Initial	Active	Emergency Medicine	Initial	Active	Emergency Medicine
Hanceri, Eleanor G., CRNP	Initial	APP	Radiology	Initial	APP	Radiology	Initial	APP	Radiology
Johnson, David P., MD	Initial	Active	Anesthesiology	Initial	Active	Anesthesiology	NA	NA	NA
Johnson, Joel, DO	N/A	N/A	N/A	Initial	Active	Emergency Medicine	Initial	Active	Emergency Medicine
Johnston, Nathanael Y., MD	Initial	Active	Internal Med./Pediatrics	Initial	Active	Internal Med./Pediatrics	Initial	Active	Internal Med./Pediatrics
Jonas, Jennifer M., CRNP	Initial	APP	Neurosurgery	Initial	APP	Neurosurgery	Initial	APP	Neurosurgery
Kleyn, Morgan R., CRNA	Initial	APP	Anesthesiology	Initial	APP	Anesthesiology	N/A	N/A	N/A
Leon Paredes, Stephanie, MD	Initial	Active	Pediatrics	NA	NA	NA	Initial	Active	Pediatrics
Macieiski, Franciscka T., MD	N/A	N/A	N/A	Initial	Active	Anesthesiology	N/A	N/A	N/A
Manship, Andi, PA	Initial	APP	Emergency Medicine	N/A	N/A	N/A	Initial	APP	Emergency Medicine
Marmolejos, Haldon M., DO	Initial	Active	Anesthesiology	Initial	Active	Anesthesiology	N/A	N/A	N/A
Martinez, Margaret, CRNP	Initial	APP	Pediatrics	N/A	N/A	N/A	Initial	APP	Pediatrics
Meredith, Coutrney E., MD	N/A	N/A	N/A	Initial	Active	OBGYN	Initial	Active	OBGYN
Minigh, Nathaniel, MD	Initial	Active	Pediatrics	Initial	Active	Pediatrics	Initial	Active	Pediatrics
Patterson, Kelsey, MD	Initial	Active	Pediatrics	N/A	N/A	N/A	Initial	Active	Pediatrics
Patterson, Kelsey, MD	N/A	N/A	N/A	Initial	Active	Pediatrics Neurology	Initial	Active	Pediatrics Neurology
Pineiro Mendez, Elizabeth, MD	N/A	N/A	N/A	Initial	Active	Internal Medicine	Initial	Active	Internal Medicine
Pouncey, Samuel J., DO	Initial	Active	Pediatrics	Initial	Active	Pediatrics	Initial	Active	Pediatrics
Roberts, Cody, MD	Initial	Active	OBGYN	N/A	N/A	N/A	Initial	Active	OBGYN
Rungruang, Bunja J., MD	Initial	Locum Tenens	Gynecology - MCI	NA	NA	NA	Initial	Locum Tenens	Gynecology - MCI
Siddiqui, Sabina M., MD	Initial	Locum Tenens	Surgery	NA	NA	NA	Initial	Locum Tenens	Surgery
Sims, Bendrea, CRNP	N/A	N/A	N/A	Initial	APP	Emergency Medicine	Initial	APP	Emergency Medicine
Sofinowski, Troy M., MD	Initial	Active	Urology	Initial	Active	Urology	Initial	Active	Urology
Thibodeaux, Vanessa C., MD	Initial	Active	OBGYN	Initial	Active	OBGYN	Initial	Active	OBGYN
Walker, Ann M., MD	Initial	Active	Ped. Emerg. Med.	Initial	Active	Ped. Emerg. Med.	Initial	Active	Ped. Emerg. Med.
White, Kathleen, DO	Initial	Active	Family Medicine	N/A	NA	N/A	Initial	Active	Family Medicine

Reappointments	USA Health Children's & Women's Hospital			USA Health University Hospital			USA Health Ambulatory Care		
Name	**Type/Status**	**Category**	**Department**	**Type/Status**	**Category**	**Department**	**Type/Status**	**Category**	**Department**
Aikin, Stephanie D., PA	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Alford, Chad M., MD	N/A	N/A	N/A	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Almalouf, Phillip, MD	Reappointment	Courtesy	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Courtesy/Active	Internal Medicine
Anderson, Stephanie J., MD	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Armstrong, Amy S., MD	N/A	N/A	N/A	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Avotri, Kosi J., MD	Reappointment	Courtesy	Pediatrics	N/A	N/A	N/A	N/A	N/A	N/A
Bailey, Lisa M., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Baldwin, Vicki L., MD	Reappointment	Community Staff	Internal Medicine	Reappointment	Community Staff	Internal Medicine	NA	NA	NA
Barnett, Cody B., MD	Reappointment	Consulting	Internal Medicine	Reappointment	Consulting	Internal Medicine	N/A	N/A	N/A

Baugh, Victoria L., CRNP	N/A	N/A	N/A	Reappointment	APP	Surgery	Reappointment	APP	Surgery
Baxter, Katelyn A., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Bender, Stephanie M., MD	Reappointment	Consulting	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Consult/Active	Internal Medicine
Benjamin, Regina M., MD	Reappointment	Community Staff	Family Medicine	Reappointment	Community Staff	Family Medicine	NA	NA	NA
Beverly, Brenda L., SLP	Reappointment	APP	Surgery	N/A	N/A	N/A	Reappointment	APP	Surgery
Blair-Elortegui, Judy V., MD	Reappointment	Consulting	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Consulting/Active	Internal Medicine
Bodie, Frankie, MD	Reappointment	Active	OBGYN	Reappointment	Courtesy	OBGYN	Reappointment	Active	OBGYN
Bogart, Heather A., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Bolkhovets, Dmitry, MD	Reappointment	Consulting	Radiology-vRad	Reappointment	Consulting	Radiology-vRad	N/A	N/A	N/A
Borchardt, Jeffrey A., MD	Reappointment	Consulting	Anesthesiology	Reappointment	Active	Anesthesiology	N/A	N/A	N/A
Branning, Olivia, CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Brooks, Ronald, MD	Reappointment	Active	Surgery	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Brown, Rhett H., CRNP	N/A	N/A	N/A	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine
Burton, Ryan C., MD	Reappointment	Consulting	Surgery	Reappointment	Active	Surgery	N/A	N/A	N/A
Busowski, John, MD	Reappointment	Locum Tenens	OBGYN	Reappointment	Locum Tenens	OBGYN	Reappointment	Locum Tenens	OBGYN
Butler, Thomas, MD	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Caldwell, Kelly T., PA	N/A	N/A	N/A	Reappointment	APP	Surgery	Reappointment	APP	Surgery
Campbell, III, Jonathan C., MD	Reappointment	Community Staff	Family Medicine	Reappointment	Community Staff	Family Medicine	N/A	N/A	N/A
Chalhub, Elias G., MD	Reappointment	Active	Pediatric Neurology	N/A	N/A	N/A	Reappointment	Active	Pediatric Neurology
Chung, Allison M., Pharm.D.	Reappointment	APP	Pediatrics	N/A	N/A	N/A	N/A	N/A	N/A
Clark, Haley R., MD	Reappointment	Consulting	Radiology - Vulcan	Reappointment	Consulting	Radiology - Vulcan	N/A	N/A	N/A
Clay, Elizabeth A., DDS	Reappointment	APP	Surgery	N/A	N/A	N/A	N/A	N/A	N/A
Cobb, Michael L., MD	Reappointment	Consulting	Radiology-vRad	Reappointment	Consulting	Radiology-vRad	N/A	N/A	N/A
Cook, Amy B., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Coumanis, Lewis G., MD	Reappointment	Consulting	Radiology	Reappointment	Consulting	Radiology	N/A	N/A	N/A
Crenshaw, Danielle M., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Cunningham, Erin B., CRNP	N/A	N/A	N/A	Reappointment	APP	Emergency Medicine	Reappointment	APP	Emergency Medicine
Custodio, Haidee, MD	Reappointment	Active	Pediatrics	Reappointment	Consulting	Pediatrics	Reappointment	Active	Pediatrics
Davis, Nita S., MD	Reappointment	Active	Pediatrics	Reappointment	Consulting	Pediatrics	Reappointment	Active	Pediatrics
DeJesus, Dennis, MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	NA	NA	NA
Dodson, Lindsey K., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Dotson, Randy G., MD	Reappointment	Community Staff	Internal Medicine	N/A	N/A	N/A	N/A	N/A	N/A
Downs, James T., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Dyess, Donna Lynn, MD	Reappointment	Active	Surgery	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Edwards, Robert L., MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	N/A	N/A	N/A
Escobar, Daisy E., MD	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Estrada, Benjamin, MD	Reappointment	Active	Pediatrics	Reappointment	Consulting	Pediatrics	Reappointment	Active/Consulting	Pediatrics
Evans, Charla J., DO	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine
Farquher, Donald S., MD	Reappointment	Consulting	Pediatrics	NA	NA	NA	Reappointment	Consulting	Pediatrics
Fernandez, Jenelle M., MD	Reappointment	Active	Pediatrics	NA	NA	NA	Reappointment	Active	Pediatrics
Fiorito, Thomas F., MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	N/A	N/A	N/A
Foust, Anna C., MD	Reappointment	Consulting	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Consulting/Active	Internal Medicine
Fox, Matthew A., MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	N/A	N/A	N/A
Franklin, Alan J., MD	Reappointment	Consulting	Surgery	Reappointment	Consulting	Surgery	N/A	N/A	N/A
Freeman, Hope F., PA	N/A	N/A	N/A	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine
Garcia Lopez De Victoria, Elizabeth, MD	Reappointment	Consulting	Neurology	Reappointment	Consulting	Neurology	N/A	N/A	N/A
Gaucher, Danielle M., CRNP	Reappointment	APP	OBGYN	NA	NA	NA	Reappointment	APP	OBGYN
Gazaway, Rona L., MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	NA	NA	NA
Goodloe, III, Travis B., MD	Reappointment	Active	Ped. Emerg. Med.	Reappointment	Active	Emergency Medicine	Reappointment	Active	Emergency Medicine
Goslawski, Melissa M., MD	Reappointment	Active	OBGYN	Reappointment	Active	OBGYN	Reappointment	Active	OBGYN
Graf, Jr., Curtis M., MD	Reappointment	Consulting	Surgery	Reappointment	Consulting	Surgery	N/A	N/A	N/A
Hardy, Warren D., MD	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Harris, Janice D., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Harrison, James M., MD	Reappointment	Consulting	Surgery	NA	NA	NA	NA	NA	NA
Hassouneh, Linda, MD	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Hemphill, Michele L., RN	Reappointment	APP Non-Privileged	Internal Medicine	Reappointment	APP Non-Privileged	Internal Medicine	N/A	N/A	N/A
Hennessey, Jenae C., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Hewes, Amelia R., MD	Reappointment	Active	OBGYN	Reappointment	Courtesy	OBGYN	Reappointment	Active	OBGYN
Hightower, Emily E., CRNP	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine
Hines, IV, Robert D., MD	Reappointment	Consulting	Radiology - Vulcan	Reappointment	Consulting	Radiology - Vulcan	NA	NA	NA
Houston, Eileen M., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Houston, John T., MD	Reappointment	Community Staff	Family Medicine	Reappointment	Community Staff	Family Medicine	N/A	N/A	N/A
Hshieh, Shenche, MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Constuling	Radiology - vRad	NA	NA	NA
Huddleston, Adam J., MD	Reappointment	Active	Radiation Oncology	Reappointment	Active	Radiation Oncology	Reappointment	Active	Radiation Oncology
Hudson, Kendra D., SLP	Reappointment	APP	Surgery	Reappointment	APP	Surgery	Reappointment	APP	Surgery
Hundley, Jr., Terry J., MD	Reappointment	Consulting	Internal Medicine	Reappointment	Consulting	Internal Medicine	Reappointment	Consulting	Internal Medicine

Jeske, Theodore J., DO	Reappointment	Active	Anesthesiology	Reappointment	Active	Anesthesiology	N/A	N/A	N/A
Johannesmann, Daniel B., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Johnston Jr, David, CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	NA	NA	NA
King, Jenna D., CRNP	Reappointment	APP	Neurosurgery	Reappointment	APP	Neurosurgery	Reappointment	APP	Neurosurgery
Klecker, Rosemary J., MD	Reappointment	Active	Radiology	Reappointment	Active	Radiology	Reappointment	APP	Radiology
Kleinmann, Michael C., DO	Reappointment	Community Staff	Internal Medicine	Reappointment	Community Staff	Internal Medicine	N/A	N/A	N/A
Kovalsky, Christopher J., MD	Reappointment	Consulting	Radiology - Vulcan	Reappointment	Consulting	Radiology - Vulcan	NA	NA	NA
Kuebler, Richards, MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	N/A	N/A	N/A
Kyriazis, Dimitris K., MD	Reappointment	Coverage	Surgery	Reappointment	Active	Surgery	Reappointment	Coverage/Active	Surgery
Lane, Daniel R., MD	Reappointment	Community Staff	Surgery	Reappointment	Community Staff	Surgery	NA	NA	NA
Lane, Molly M., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Laskay, Kathleen M., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
LoPinto-Khoury, Carla, MD	Reappointment	Consulting	Neurology	Reappointment	Consulting	Neurology	NA	NA	NA
Luscher, Elizabeth, CRNP	Reappointment	APP	Neurosurgery	N/A	N/A	N/A	NA	NA	NA
Luterman, Arnold, MD	Reappointment	Academic	Surgery	Reappointment	Academic	Surgery	N/A	N/A	N/A
Mace, Alexandra B., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Maertens, Paul A., MD	Reappointment	Active	Pediatric Neurology	Reappointment	Consulting	Pediatric Neurology	Reappointment	Active/Consulting	Pediatric Neurology
Malozzi, Christopher, MD	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Manci, Elizabeth A., MD	Reappointment	Active	Pathology	Reappointment	Courtesy	Pathology	Reappointment	Active/Courtesy	Pathology
Mbaka, Maryann I., MD	Reappointment	Coverage	Surgery	Reappointment	Active	Surgery	Reappointment	Coverage/Active	Surgery
McGowin, Alinda G., MD	Reappointment	Consulting	Surgery	Reappointment	Consulting	Surgery	N/A	N/A	N/A
McGrew, Sr., Brandon H., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
McInnis, Cameron H., PA	Reappointment	APP	Neurosurgery	Reappointment	APP	Neurosurgery	Reappointment	APP	Neurosurgery
McQueen, Teresa S., MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	NA	NA	NA
Meier, Amanda L., DO	Reappointment	Consulting	Family Medicine	Reappointment	Active	Family Medicine	Reappointment	Consulting/Active	Family Medicine
Molokhia, Ehab A., MD	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine
Moore, Jeremy C., DO	Reappointment	Consulting	Psychiatry	Reappointment	Consulting	Psychiatry	N/A	N/A	N/A
Morrison, Katie L., PA	Reappointment	APP	Orthopaedics	Reappointment	APP	Orthopaedics	Reappointment	APP	Orthopaedics
Mose, Belinda M., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Mullen, Parker R., MD	Reappointment	Active	Surgery	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Munsey, Megan E., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	NA	NA	NA
Nair, Athira U., MD	Reappointment	Community Staff	Pediatrics	Reappointment	Community Staff	Pediatrics	N/A	N/A	N/A
Nall, Molly A., PA	Reappointment	APP	Surgery	Reappointment	APP	Surgery	Reappointment	APP	Surgery
Naritoku, Dean K., MD	Reappointment	Consulting	Neurology	Reappointment	Active	Neurology	Reappointment	Consulting/Active	Neurology
Naron, Ian S., MD	N/A	N/A	N/A	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Neese, Forrest L., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Newell, Olivia M., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Ngando, George E., MD	N/A	N/A	N/A	Reappointment	Active	Emergency Medicine	Reappointment	Active	Emergency Medicine
Nguyen, Kim P., DO	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Nisar, Taha, MD	Reappointment	Active	Neurology	Reappointment	Active	Neurology	Reappointment	Active	Neurology
Odom, Catherine E., CRNP	Reappointment	APP	Neurology	N/A	N/A	N/A	Reappointment	APP	Neurology
Olsen, John T., DO	Reappointment	Consulting	Psychiatry	Reappointment	Consulting	Psychiatry	N/A	N/A	N/A
Panacek, Edward A., MD	Reappointment	Coverage	Ped. Emerg. Med.	Reappointment	Active	Emergency Medicine	Reappointment	Coverage/Active	Emergency Medicine
Park, Christopher A., MD	Reappointment	Consulting	Surgery	N/A	N/A	N/A	N/A	N/A	N/A
Partin, Olivia M., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Perry, Meredith U., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Petrey, Wilkes B., MD	Reappointment	Consulting	Radiology - Vulcan	Reappointment	Consulting	Radiology - Vulcan	N/A	N/A	N/A
Pettaway, Jacqueline U., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Polite, Nathan, DO	N/A	N/A	N/A	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Polski, Jacek M., MD	Reappointment	Active	Pathology	Reappointment	Active	Pathology	Reappointment	Active	Pathology
Porter, Douglas R., MD	Reappointment	Consulting	Neurology	Reappointment	Consulting	Neurology	NA	NA	NA
Rager, Kristin M., MD	Reappointment	Courtesy	Pediatrics	Reappointment	Consulting	Pediatrics	Reappointment	Courtesy/Consulting	Pediatrics
Ramani, Manimaran, MD	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Revere, Cherie, CRNP	NA	N/A	N/A	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine
Rich, Jamie, CRNP	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine	Reappointment	APP	Internal Medicine
Richards, William O., MD	Reappointment	Courtesy	Surgery	Reappointment	Active	Surgery	Reappointment	Courtesy/Active	Surgery
Ricks, William A., MD	Reappointment	Active	Surgery	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Rifai, Sr., Aref, MD	Reappointment	Active	Surgery	N/A	N/A	N/A	N/A	N/A	N/A
Ringold, Forrest G., MD	Reappointment	Community Staff	Surgery	Reappointment	Community Staff	Surgery	NA	NA	NA
Rippey, Peter C., MD	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine
Roberson-Trammell, Katrina L., MD	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Roberts, Lauren L., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Rubenstein, Howard J., MD	N/A	N/A	N/A	Reappointment	Courtesy	Family Medicine	N/A	N/A	N/A
Rudolf, Virginia D., CRNP	NA	NA	NA	Reappointment	APP	Urology	Reappointment	APP	Urology
Saitz, Marianne, DO	Reappointment	Consulting	Psychiatry	Reappointment	Consulting	Psychiatry	N/A	N/A	N/A
Saleemi, Muhammad A., MD	Reappointment	Active	Neurology	Reappointment	Active	Neurology	Reappointment	Active	Neurology

Savells, Katherine L., MD	Reappointment	Consulting	Pediatrics	N/A	N/A	N/A	N/A	N/A	N/A
Scales, Anna C., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Schaphorst, Kane L., MD	Reappointment	Courtesy	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Courtesy/Active	Internal Medicine
Schneider, Paul D., MD	Reappointment	Active	Ped. Emerg. Med.	N/A	N/A	N/A	Reappointment	Active	Ped. Emerg. Med.
Schwan, Christopher P., MD	Reappointment	Active	Anesthesiology	Reappointment	Active	Anesthesiology	N/A	N/A	N/A
Scott, William D., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Seims, Aaron D., MD	N/A	N/A	N/A	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Seims, Aaron D., MD	Reappointment	Active	Surgery	N/A	N/A	N/A	Reappointment	Active	Surgery
Sevilla Saez-Benito, Miriam, MD	Reappointment	Consulting	Psychiatry	Reappointment	Consulting	Psychiatry	N/A	N/A	N/A
Shumaker, Robin H., PA	Reappointment	APP	Surgery	Reappointment	APP	Surgery	Reappointment	APP	Surgery
Sidahmed, Shima M., MD	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
Skific, Karen E., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Smith, David R., CRNA	N/A	N/A	N/A	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
Smith, Kelsey, CRNP	Reappointment	APP	Pediatrics	NA	NA	NA	Reappointment	APP	Pediatrics
Smith, Royshanda C., MD	Reappointment	Courtesy	OBGYN	N/A	N/A	N/A	N/A	N/A	N/A
Soltys, John N., MD	Reappointment	Active	Neurology	Reappointment	Active	Neurology	Reappointment	Active	Neurology
Soriano, Jason A., MD	Reappointment	Consulting	Neurology	Reappointment	Consulting	Neurology	N/A	N/A	N/A
Stringfellow, Sara K., PA	Reappointment	APP	Emergency Medicine	N/A	N/A	N/A	Reappointment	APP	Emergency Medicine
Swain, Jr., Ronnie E., MD	Reappointment	Courtesy	Surgery	Reappointment	Affiliate	Surgery	N/A	N/A	N/A
Swamy, Karthik, MD	Reappointment	Active	Anesthesiology	Reappointment	Courtesy	Anesthesiology	NA	NA	NA
Taylor, Tawanda S., CRNP	Reappointment	APP Non-Privileged	Internal Medicine	Reappointment	APP Non-Privileged	Internal Medicine	N/A	N/A	N/A
Tengsupakul, Supatida, MD	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Thomas, Melanie T., CRNP	Reappointment	APP	Orthopaedics	Reappointment	APP	Orthopaedics	Reappointment	APP	Orthopaedics
Thrasher, Michelle R., CRNP	Reappointment	APP	Pediatrics	NA	N/A	N/A	Reappointment	APP	Pediatrics
Tidwell, Jonathan D., MD	Reappointment	Active	Anesthesiology	Reappointment	Active	Anesthesiology	N/A	N/A	N/A
Toobaie, Asra, MD	Reappointment	Active	Orthopaedic	Reappointment	Active	Orthopaedic	Reappointment	Active	Orthopaedic
Towles, Carrie, CRNP	Reappointment	APP	Pediatrics	NA	NA	NA	Reappointment	APP	Pediatrics
Travis, Samantha W., RN	N/A	N/A	N/A	Reappointment	APP Non-Privileged	Internal Medicine	N/A	N/A	N/A
Turnquest, Danielle J., MD	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine	Reappointment	Active	Family Medicine
Walker, Jennifer D., MD	Reappointment	Community Staff	Pediatrics	NA	NA	NA	NA	NA	NA
Ward, Jr., Mark A., MD	Reappointment	Active	Surgery	Reappointment	Active	Surgery	Reappointment	Active	Surgery
Watson, Robert C., MD	Reappointment	Consulting	Radiology - vRad	Reappointment	Consulting	Radiology - vRad	NA	NA	NA
Watts, Justin T., MD	Reappointment	Active	Radiology - Vulcan	Reappointment	Active	Radiology - Vulcan	NA	NA	NA
Weidman, Tonya C., PA	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Weishaar, Brendan A., CRNA	Reappointment	APP	Anesthesiology	Reappointment	APP	Anesthesiology	N/A	N/A	N/A
White, Lori C., MD	N/A	N/A	N/A	Reappointment	Active	Internal Medicine	Reappointment	Active	Internal Medicine
White, Megan T., CRNP	Reappointment	APP	Pediatrics	N/A	N/A	N/A	Reappointment	APP	Pediatrics
Wiley, LaKendra C., PA	Reappointment	APP	Neurosurgery	Reappointment	APP	Neurosurgery	Reappointment	APP	Neurosurgery
Williams, Kathryn L., DO	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Wilson, Felicia L., MD	Reappointment	Active	Pediatrics	Reappointment	Coverage	Pediatrics	Reappointment	Active/Coverage	Pediatrics
Windham, Perrin F., MD	Reappointment	Active	Pediatrics	N/A	N/A	N/A	Reappointment	Active	Pediatrics
Zhang, Jeanie C., MD	Reappointment	Consulting	Radiology-vRad	Reappointment	Consulting	Radiology-vRad	N/A	N/A	N/A
Change Requests	**USA Health Children's & Women's Hospital**			**USA Health University Hospital**			**USA Health Ambulatory Care**		
Name	**Type/Status**	**Category**	**Department**	**Type/Status**	**Category**	**Department**	**Type/Status**	**Category**	**Department**
Das, Rakesh K., MD	Adding Privileges.	Active	Ped. Emerg. Med.	N/A	N/A	N/A	Adding Privileges	Active	Ped. Emerg. Med.
Hayes, Andrea P., PA	Privileges/Supr. Phy.	APP	Surgery	Privileges/Supr. Phy.	APP	Surgery	Privileges/Supr. Phy.	APP	Surgery
Moreno, Cesar, MD	NA	NA	NA	Added Privileges	Active	Internal Medicine	Added Privileges	Active	Internal Medicine
Simmons, Steven T., PA	N/A	N/A	N/A	Chg. Supr. Physician	APP	Internal Medicine	Chg. Coll. Physician	APP	Internal Medicine
Yendrapalli, Usha, MD	NA	NA	NA	Added Privileges	Active	Internal Medicine	Added Privileges	Active	Internal Medicine
Resigned/Retired	**USA Health Children's & Women's Hospital**			**USA Health University Hospital**			**USA Health Ambulatory Care**		
Name	**Reason**	**Date**	**Department**	**Reason**	**Date**	**Department**	**Reason**	**Date**	**Department**
Abraham, Ryan, CRNA	Resigned	10/09/2026	Anesthesiology	Resigned	10/09/2026	Anesthesiology	Resigned	10/09/2026	Anesthesiology
Al-Nufal, Mohammed, MD	Resigned	08/25/2026	Pediatrics	Resigned	08/25/2026	Pediatrics	Resigned	08/25/2026	Pediatrics
Asandra, Amy, MD	Resigned	10/05/2026	Radiology	Resigned	10/05/2026	Radiology	NA	NA	NA
Azmy, Mark, MD	NA	NA	NA	Resigned	10/07/2026	Emergency Medicine	Resigned	10/07/2026	Emergency Medicine
Baker, Erin, PA	Resigned	08/06/2026	Pediatrics	NA	NA	NA	NA	NA	NA
Baldy, Maureen, DMD	NA	NA	NA	Resigned	08/01/2026	Dentistry	NA	NA	NA
Bishop, Johnrick, DO	Resigned	10/20/2026	Radiology	Resigned	10/20/2026	Radiology	NA	NA	NA
Bittles, Christopher, MD	Resigned	08/04/2026	Radiology	Resigned	08/04/2026	Radiology	NA	NA	NA
Boone, Lucas, MD	Resigned	10/08/2026	Psychiatry	Resigned	10/08/2026	Psychiatry	NA	NA	NA
Campbell, Joshua, CRNA	NA	NA	NA	Resigned	10/06/2026	Anesthesiology	NA	NA	NA
Carter, James E., MD	Resigned	09/07/2026	Pathology	Resigned	09/07/2026	Pathology	Resigned	9/7/2026	Pathology
Clark, Shawn B., MD	Resigned	09/04/2026	Neurosurgery	Resigned	09/04/2026	Neurosurgery	N/A	N/A	N/A
Clay, Elizabeth, DDS	N/A	N/A	N/A	Resigned	09/09/2026	Surgery	N/A	N/A	N/A
Cochran, Melissa, CRNP	Resigned	09/07/2026	OBGYN	N/A	N/A	N/A	Resigned	09/07/2026	OBGYN

Conner, Savannah, PA	Resigned	09/01/2026	Emergency Medicine	N/A	N/A	N/A	Resigned	09/01/2026	Emergency Medicine
Cunningham, Erin, CRNP	Resigned	08/03/2026	Emergency Medicine	NA	NA	NA	Resigned	08/03/2026	Emergency Medicine
Deci, Ryan, DO	NA	NA	NA	Resigned	08/18/2026	Surgery	Resigned	08/18/2026	Surgery
Devan, Trinity, DA	N/A	N/A	N/A	Resigned	09/09/2026	Surgery	N/A	N/A	N/A
Ellerman, Justin, MD	Resigned	10/05/2026	Internal Medicine	Resigned	10/05/2026	Internal Medicine	Resigned	10/05/2026	Internal Medicine
Fleming, Celeste, PA	N/A	N/A	N/A	Resigned	09/08/2026	Emergency Medicine	Resigned	09/08/2026	Emergency Medicine
Fowler, Kelli, CRNP	NA	NA	NA	Resigned	09/28/2026	Neurosurgery	Resigned	09/28/2026	Neurosurgery
Fusco, Dahlene, MD	Resigned	09/01/2026	Internal Medicine	Resigned	09/01/2026	Internal Medicine	Resigned	09/01/2026	Internal Medicine
Garrison, Kendal, MD	Resigned	08/18/2026	OBGYN	N/A	N/A	N/A	N/A	N/A	N/A
Gay, David, CRNA	Resigned	07/28/2026	Anesthesiology	Resigned	07/28/2026	Anesthesiology	NA	NA	NA
Hall, Samuel, DO	NA	NA	NA	Resigned	10/1/2026	Internal Medicine	Resigned	10/1/2026	Internal Medicine
Hannon, Jeffrey, MD	Retired	10/01/2026	Surgery	Retired	10/01/2026	Surgery	NA	NA	NA
Harrison, Cameron, CRNP	NA	NA	NA	Resigned	07/28/2026	OBGYN	Resigned	07/28/2026	OBGYN
Hinton, John, MD	Resigned	08/25/2026	Neurology	Resigned	08/25/2026	Neurology	Resigned	08/25/2026	Neurology
Hovater, Carrie, CRNA	Resigned	10/06/2026	Anesthesiology	Resigned	10/06/2026	Anesthesiology	NA	NA	NA
Jones, Kelly, DMD	N/A	N/A	N/A	Resigned	09/09/2026	Surgery	N/A	N/A	N/A
Leytham, Thomas, MD	Resigned	10/01/2026	Family Medicine	Resigned	10/01/2026	Family Medicine	Resigned	10/01/2026	Family Medicine
Luscher, Elizabeth H., CRNP	Resigned	09/04/2026	Neurosurgery	Resigned	09/04/2026	Neurosurgery	N/A	N/A	N/A
Marquand, Trevor, MD	Resigned	10/20/2026	Radiology	Resigned	10/20/2026	Radiology	NA	NA	NA
McMahon, Daniel, MD	Resigned	10/21/2026	Surgery	Resigned	10/21/2026	Surgery	Resigned	10/21/2026	Surgery
Miller, Steven, MD	NA	NA	NA	Resigned	10/05/2026	Surgery	Resigned	10/05/2026	Surgery
Murphy, Sarah, PA	Resigned	07/27/2026	Radiology	Resigned	07/27/2026	Radiology	Resigned	07/27/2026	Radiology
Nguyen, Vincent, MD	Resigned	10/19/2026	Radiology	Resigned	10/19/2026	Radiology	NA	NA	NA
Nichols, Denise, CRNA	Resigned	07/31/2026	Anesthesiology	Resigned	07/31/2026	Anesthesiology	NA	NA	NA
Odigwe, Chibuzo, MD	Resigned	09/01/2026	Internal Medicine	Resigned	09/01/2026	Internal Medicine	Resigned	09/01/2026	Internal Medicine
Parcha, Siva, MD	Resigned	09/14/2026	Internal Medicine	Resigned	09/14/2026	Internal Medicine	Resigned	09/14/2026	Internal Medicine
Park, Christopher, MD	NA	NA	NA	Resigned	07/28/2026	Plastic Surgery	NA	NA	NA
Peace, Ashley, PA	Resigned	10/06/2026	Internal Medicine	NA	NA	NA	Resigned	10/06/2026	Internal Medicine
Pearson, Matthew, MD	Resigned	09/07/2026	Neurosurgery	Resigned	09/07/2026	Neurosurgery	Resigned	09/07/2026	Neurosurgery
Porr, William, MD	N/A	N/A	N/A	Resigned	09/07/2026	Internal Medicine	N/A	N/A	N/A
Portier, James, CRNA	Resigned	09/07/2026	Anesthesiology	Resigned	09/07/2026	Anesthesiology	N/A	N/A	N/A
Revuri, Vamshi R.,MD	Resigned	10/01/2026	Pediatrics	Resigned	10/01/2026	Pediatrics	Resigned	10/01/2026	Pediatrics
Sprague, Billye R., CRNP	N/A	N/A	N/A	Resigned	09/07/2026	Pediatrics	Resigned	09/07/2026	Pediatrics
Stella, Felicia, MD	Resigned	10/01/2026	Obstetrics & Gynecology	NA	NA	NA	NA	NA	NA
Sugg, Jr., Joseph, MD	Resigned	08/18/2026	Surgery	Resigned	07/28/2026	Surgery	NA	NA	NA
Summers, Teresa, MD	N/A	N/A	N/A	Resigned	09/11/2026	Family Medicine	Resigned	09/11/2026	Family Medicine
Sumner, Tyler, PA	Resigned	10/19/2026	Emergency Medicine	NA	NA	NA	Resigned	10/19/2026	Emergency Medicine
Theriot, Emily, CRNA	Resigned	09/09/2026	Anesthesiology	Resigned	09/09/2026	Anesthesiology	N/A	N/A	N/A
Tindle, Hope, CRNP	Resigned	09/11/2026	Emergency Medicine	N/A	N/A	N/A	Resigned	09/11/2026	Emergency Medicine
Varma, Jyotsna, MD	Resigned	07/28/2026	Anesthesiology	Resigned	07/28/2026	Anesthesiology	NA	NA	NA
Watson, Brian, CRNA	NA	NA	NA	Resigned	10/06/2026	Anesthesiology	NA	NA	NA
Weatherly, Daniela, MD	Resigned	10/01/2026	Family Medicine	Resigned	10/01/2026	Family Medicine	Resigned	10/01/2026	Family Medicine
Woods, Amy, MD	NA	NA	NA	Resigned	10/01/2026	Gastroenterology	NA	NA	NA
Wylie, Charly, CRNA	Resigned	07/31/2026	Anesthesiology	Resigned	07/31/2026	Anesthesiology	NA	NA	NA

December 3, 2026

RESOLUTION

USA HEALTH HOSPITALS MEDICAL STAFF BYLAWS AND ASSOCIATED DOCUMENTS REVISIONS

WHEREAS, amendments to USA Health Hospitals Medical Staff Bylaws and associated documents, approved October 20, 2026, by the active Medical Staff, are recommended for approval by the Medical Executive Committees and the Executive Committee of USA Health Hospitals,

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

Proposed Changes to USA Health Hospitals Medical Staff Bylaws/Associated Documents
Approved by the USA Health Hospitals Medical Executive Committees on September 22, 2026
Approved via email vote by the USA Health Hospitals Active Medical Staff on October 20, 2026
Approved by the Executive Committee on November 2, 2026

Bold and Underlined -New Wording **~~Strikethrough~~ –Deletion**

Summary of Proposed Bylaw/Associated Documents Amendments:

MEDICAL STAFF RULES AND REGULATIONS

1. 2.1.3 Patient Care – Added advanced practice provider to section title 2.1 and 2.1.3; Attending physician changed to licensed physician.
2. 2.2.5 Consultation Report- Added "service" to consultant.
3. 2.2.8 Essentials of a consultation – Added advanced practice provider and resident.
4. 2.3.4 Primary attending physician involvement – Added co-signature of resident entry note.
5. 2.3.6 Resident Responsibility – Revised House staff office to GME office.
6. 2.3.7 Resident Supervision – Added a new section describing attending oversite for residents.
7. 2.3.7 Clinical Fellows- Deleted. No longer needed.
8. 2.3.8 Orders- Added new section to describe advanced practice orders within scope of practice
9. 2.4.10.1 Operative, Invasive diagnostic procedure record- Revised house staff to resident.
10. 2.4.10.3 A brief post-operative procedure note- Added minimal blood loss definition; exceptions for documenting when specimens collected.
11. 2.5.6 Admit Orders – Added advanced practice provider.
12. 2.6.2 Within the Hospital Transfer - Added advanced practice provider.
13. 3.2.2 Progress notes – Added resident and advanced practice provider.
14. 3.5.1 Outpatient Medical Records – Revised "physician orders" to "orders".
15. 4.1.1 Physician Orders - Added advanced practice provider.
16. 4.2 Routine orders- Added advanced practice provider.
17. 4.8 Medical Nutrition Orders by Dietitians – Added registered dietitians may order on Medical Nutrition Therapy protocols.
18. 6.3 Emergency Department/Evaluation Center- Medical Record – Revised to include providers participating in care.
19. 6.4 Coordination with Emergency Preparedness Plan – Revised Medical Director title and President of the Medical Staff changed to Chief Medical Officer.

ADVANCED PRACTICE PROFESSIONAL POLICY

1. Standards of Practice for Inpatient Hospital Settings – Added a section on orders.
2. Standards of Practice for Outpatient Settings – Added a section on orders.
3. Appendix C – Added dental assistant and dental hygienist to Category III practitioner list.

MEDICAL STAFF RULES AND REGULATIONS

2.1 Physician, **Advanced Practice Provider** Privileges and Responsibilities:
2.1.3 Patient Care
The management of each patient's care is the responsibility of a qualified licensed practitioner with appropriate clinical privileges., ~~herein referred to as an attending physician.~~ ~~Residents and fellows are, by definition, not attending physicians.~~ The ~~attending~~ **licensed** ~~-~~physician, **and advanced practice provider** shall be responsible for the treatment, the prompt completion and accuracy of the medical record and for communication with a referring clinician.

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

2.2.8 Essentials of a consultation
A satisfactory consultation includes examination of the patient and the patient 's record. The consultant's assessment and recommendation shall be documented and signed in the medical record. Physicians may elect to have a ~~L.I.P.~~ **advanced practice provider** or ~~house~~ **resident** team member initiate the consultation, provided the ~~LIP~~ **advanced practice provider** or ~~house~~ **resident** team member communicates and documents the attending physician agrees with the plan of care.

2.3.4 Primary attending physician involvement **with residents**
The primary attending physician's~~s~~ ~~involvement in the patient's care must be at least daily as evidenced by the attending's~~ **must write a** medical record entry note **or cosign a resident entry note** at least daily.

2.3.6 Resident's responsibilities
The Graduate Medical Education (GME) program criteria, as detailed by the appropriate Residency Review Committee requirements, shall include written descriptions of the role, responsibilities and patient care activities of participants in the professional graduate education program specified by year of training. The descriptions shall include mechanisms by which the participant's supervisor(s) and graduate education program director make decisions about each participant's progressive responsibilities and independence in specific patient care activities. Each resident's performance shall be evaluated annually
within their respective department to determine if they can be promoted to the next level of training.
A list of names of residents and their eligibility for promotion will be forwarded at least annually to the ~~House Staff~~ **GME** Office. This list will then be presented at the Medical Executive Committee for review and concurrence. A report containing this information will be forwarded to the Board of Trustees at least annually.
A list of approved procedures by year of training must also be available.

2.3.7 Resident Supervision
Each patient must have an identifiable, appropriately credentialed, and privileged attending physician (or licensed practitioner as specified by the applicable Review Committee) who is ultimately responsible for that patient's care at all clinical sites utilized for the education of residents.

~~2.3.7 Clinical Fellows~~

~~A clinical fellow is a physician who has successfully completed an Accreditation Council for Graduate Medical Education (ACGME) accredited residency program and is pursuing further clinical subspecialty training. Fellows who are in an ACGME-approved fellowship are considered residents. Therefore, they are subject to all resident rules and regulations as outlined in the House Staff Manual. All clinical activities must be supervised by an attending physician in their program. They may not bill in their own name nor can they moonlight as staff in their area of training or any related area. Moonlighting within our system is permissible only in an unrelated medical field and only if a formal moonlighting contract exists. They will not be credentialed as medical staff in their respective GME program. Fellows who are not in an ACGME-approved program are considered to be on staff. Therefore, they may be credentialed as medical staff in their respective program, may supervise residents and bill in their own name at the discretion of their program director.~~

2.3.8 Orders

Advanced practice provider orders must follow the collaborative/supervisory contract scope of practice with the designated physician or covering physician. Admission orders do require a co-signature by their supervising physician. In general co-signatures are not required except in circumstances where verbal orders for prescriptions, treatments and interventions are not covered by scope of practice or collaborative contract.

2.4.10 Operative, Invasive diagnostic or invasive therapeutic procedure record

2.4.10.1 After any operation or any invasive diagnostic or invasive therapeutic procedure involving moderate or deep sedation or general, spinal, or regional anesthesia a note must be entered into the electronic medical record as either:

- A full, detailed operative/procedure note by the responsible surgeon/proceduralist; or
- A brief post-operative/procedure note by a member of the operative/procedural team (ex., Attending Physician, Advance Practice Provider, or ~~House Staff~~ **Resident**).

2.4.10.3 A brief post-operative/procedure note must contain the following eight (8) elements:

- Name(s) of surgeon/proceduralist and assistant(s)
- Pre-operative diagnosis
- Post-operative or post procedure diagnosis
- Name of the specific operation/procedure performed
- Brief description of the operation/procedure findings
- Estimated blood loss, as applicable to the procedure. **Minimal: Minimal blood loss shall be defined as an estimated blood loss of less than 50 mL for patients greater than 1 year old, and less than 5 mL for infants and is considered clinically insignificant, not requiring transfusion or additional intervention attributable to blood loss.**
- Specimen(s) removed, as applicable to the procedure. **Procedures performed in the Cardiac Catheterization Laboratory and Interventional Radiology are exempt from the requirement to document specimens in the post-operative/procedure note, unless a specimen is collected for diagnostic evaluation.**
- any unexpected events

2.5.6 Admit orders

When required by federal or state law, guideline, or regulations, or when required by regulatory agencies, orders to "admit" the patient are entered into the medical record by the attending physician. If the initial orders are entered into the patient's medical record by a resident or a**n advanced practice provider** the orders are reviewed and co-signed by the attending physician.

2.6.2 Within the hospital transfer
A patient can be transferred to another location within the hospital as long as a physician or **advanced practice provider** has written orders for the transfer.

3.2.2 Progress notes
Progress notes must be entered into the medical record daily by attending physician, **resident**, or ~~licensed~~ **advanced practice provider**. On the day of discharge, the discharge summary may be accepted as a progress note when the discharge summary is completed contemporaneously with discharge. Patients designated as being long term stay patients will be assessed as per hospital policy. Medical student progress notes must be reviewed and signed by a physician but cannot take the place of an attending or resident note. These notes should reflect current problems, treatments and plans and patient/family wishes.

3.5 Outpatient Medical Records
3.5.1 Requirements
An outpatient medical record must be created for all patients having invasive procedures or sedation of any type. The services listed below are examples of areas/situations which may require outpatient documentation:

Certain GI lab procedures
Bronchoscopy
Cardiac catheterization
Blood transfusions
Chemotherapy
Outpatient surgery
Arteriography
Observation

The outpatient department will enter all clinical documentation into the medical record utilizing the established clinical pathway to include: pertinent medical history, physical examination of body system involved (as well as heart and lungs), allergies, plan of care, ~~physician's~~ orders, evidence of monitoring, nurse's notes, medication administration record and condition on discharge. A clinic history and documented physical examination can be substituted for the brief history and physical if done within 30 days of the test/procedure and there have not been any significant changes in the patient's condition, but must be updated immediately prior to test or procedure.

4.0 Physicians Orders**:**
4.1 All orders for treatment must be Computerized Physician Order Entry (CPOE) or documented in writing.
4.1.1 Residents **and Advanced Practice Providers** must enter (CPOE).
4.2 Routine orders
The USA medical record is the source of physician orders. Physician routine orders shall be computer entered by physician or by appropriate hospital personnel (**Advanced Practice Providers,** Pharmacists, Nurses, Ward Clerks) to the electronic medical record. During down time a physician's written orders, when applicable to a given patient, shall be reproduced in detail on the order sheet of the patient's record, dated, timed, and signed by the physician. Pre-printed orders and/or instruction sheets must be authenticated in the same way.

4.8 Medical Nutrition Orders by Dietitians
Registered dietitians may enter orders for Medical Nutrition Therapy according to established protocols.

MEDICAL STAFF RULES AND REGULATIONS (cont.)

6.0 Emergency Department / Evaluation Center
6.3 Medical record
An appropriate Emergency Department/Evaluation Center medical record shall be kept for every patient receiving services. **Each patient's medical record shall be signed by the licensed provider(s) caring for the patient (Physicians or Advanced Practice Providers) and also by the resident physician when they are directly participating in the care of the patient.** ~~The Emergency Department/Evaluation Center medical record documentation shall conform to all regulatory, TJC standards, and Hospital and Emergency Department/Evaluation Center policy. Each patient's medical record shall be signed by the attending physician in attendance.~~ The ~~attending physician~~ **provider** is responsible for the accuracy of the record. The Medical Director of the Emergency Department/Evaluation Center shall coordinate the review of Emergency Department/Evaluation Center records.

6.4 Coordination with Hospital Emergency Preparedness Plan
The **facility** Medical Director **of Clinical Operations** of the Emergency Department, and the ~~President of the Medical Staff~~ **Chief Medical Officer** are responsible for ensuring that emergency service procedures are properly coordinated with the Hospital Emergency Preparedness Plan as pertaining to care of mass casualties.

ADVANCED PRACTICE PROFESSIONAL POLICY

ARTICLE 6 - Conditions of practice applicable to category II and category III practitioners

6A. STANDARDS OF PRACTICE FOR THE UTILIZATION OF CATEGORY II PRACTITIONERS IN THE INPATIENT SETTING

(2) The following standards of practice apply to the functioning of Category II practitioners in the inpatient Hospital setting:

(c) **Orders. Advance practice provider orders must follow the collaborative/supervisory contract scope of practice with the designated physician or covering physician. Admission orders do require a co-signature by their supervising physician. In general co-signatures are not required except in circumstances where verbal orders for prescriptions, treatments and interventions are not covered by scope of practice or collaborative contract.**

(3) The following standards of practice apply to the functioning of Category II practitioners in the outpatient settings:

(a) **Orders. Advanced practice providers will write orders that follow the collaborative/supervisory contract scope of practice with the designated physician or covering physician.**

APPENDIX C

Those individuals currently practicing as Category III practitioners at the Hospital are as follows:

Dental Assistant
Dental Hygienist
Optometry Technicians
Patient Care Technicians
Registered Nurses
Scrub Techs

RESOLUTION

DEPARTMENT OF NEUROSURGERY WAIVER REQUEST

WHEREAS, Hurtis J. Tullos, M.D., completed an accredited neurosurgery residency and spine surgery fellowship, remains board eligible with the American Board of Neurological Surgery and is actively pursuing completion of the board certification process, and

WHEREAS, circumstances beyond Dr. Tullos' control resulted in a gap in clinical practice that delayed completion of board certification requirements, and

WHEREAS, the Department of Neurosurgery has recommended Dr. Tullos for advanced fellowship training under the supervision of Dr. Richard Menger, and has identified a significant need for additional support for complex spine surgery, trauma call coverage, patient access and the academic mission of USA Health, and

WHEREAS, the Medical Executive Committees and Credentialing Board of USA Health Hospitals recommend the approval of the waiver effective through July 2030 for Dr. Tullos,

THEREFORE, BE IT RESOLVED, the Board of Trustees of the University of South Alabama hereby authorizes the waiver request as submitted.

To Whom It May Concern:

I am writing to formally request an exemption from the hospital policy requiring board certification within five years of completion of training.

I completed my neurological surgery residency at the University of Oklahoma Health Sciences Center in 2021, followed by a spine surgery fellowship at Cedars-Sinai Medical Center, which I completed in 2022. Following completion of fellowship and my first faculty appointment, I experienced a gap in my traditional academic and clinical progression beginning in July 2024 while navigating personal and professional circumstances. I am currently pursuing the appropriate pathway toward completion of the American Board of Neurological Surgery certification process with the approval of the ABNS. I remain board eligible with the ABNS and intend to complete the remaining requirements for board certification.

At the University of South Alabama, I plan to complete additional focused training under the supervision of Dr. Richard Menger, with an emphasis on complex spine and spinal deformity surgery. I respectfully request an exemption from the hospital's five-year board certification requirement so that I may proceed with credentialing and training.

Sincerely,



Hurtis Tullos, MD

USA HEALTH

September 24, 2026

Re: Dr. Hurtis J. Tullos. MD

To Whom It May Concern:

I write in full and unqualified support of Hurtis J. Tullos, MD, for appointment as a fellow in our complex spine program. Our fellowship has been gapped. We need a fellow. Dr. Tullos is the candidate we are prepared to take.

Dr. Tullos completed neurological surgery residency at the University of Oklahoma Health Sciences Center (2014–2021) and a combined neurosurgery/orthopedic spine fellowship at Cedars-Sinai (2021–2022). He subsequently practiced as a neurosurgeon at Baptist Integris Medical Center in Oklahoma City. He is board eligible. He holds active medical licenses, including Oklahoma, California, and South Dakota.

We have reviewed his training, practice history, and engagement with our program. There are no red flags. He has been fully engaged with us throughout this process, responsive, professional, and serious about the work. That combination matters when a fellowship line is vacant and the clinical service is impacted.

I have personally called and spoken with colleagues that have known and interacted with him, and they support him without reservation.

Our spine service is built around high-volume complex deformity and reconstruction. An unfilled fellow position leaves a real gap in operative assistance, clinic throughput, and the teaching mission of the program. Dr. Tullos already has fellowship-level spine training and independent practice experience. He can step into the role without a long on-ramp.
For those reasons, USA Health Spine Institute and the Department of Neurosurgery are in full support of Dr. Tullos as our fellow. I recommend him without reservation.

Please contact me directly if further information is required.

Sincerely,

Richard Menger, MD, MPA
Vice Chairman, Department of Neurosurgery
Chief, Complex Spine Surgery
Director, USA Health Spine Institute
University of South Alabama / USA Health

Re: Dr Tullos Credentialing

To: Richard Menger; Anthony Martino
From: Yann-Leei Lee
Good afternoon!

The Combined Credentials Committee met this afternoon, and one of the topics on the agenda was a waiver for board certification for Dr Tullos. Per our bylaws, potential staff must be board eligible, with the expectation to achieve board certification within 5 years of completion of training, otherwise they would require a waiver. We discussed his case, and the committee had a few additional points we were hoping you could shed light on.

Per our bylaws, there needs to be both competency and a special need. Specifically:
2.A.2. Waiver of Threshold Eligibility Criteria:
(a) Any applicant who does not satisfy one or more of the threshold eligibility criteria outlined above may request that it be waived. The applicant requesting the waiver bears the burden of demonstrating (i) that he or she is otherwise qualified, and
(ii) **exceptional** circumstances exist (e.g., when there is a demonstrated Hospital or Medical Staff need for the services in question). Exceptional circumstances generally do not include situations where a waiver is sought for the convenience of an applicant (e.g., applicants who wish to defer taking board examinations).

I was hoping you could describe specific needs we are lacking that Dr Tullos would be fulfilling in our health system.

The other concern was that, during his application, Dr Tullos answered that he had no prior malpractice litigation; our representative from legal, however, identified that he was named in prior litigation, which he would have been aware of at the time of his application. He was subsequently removed from the lawsuit; however, nondisclosure on his application is always discouraged, but I wanted to ensure you were also aware of this.

Thanks!

Yann-Leei Larry Lee, MD
Chair, Combined Credentials Committee
USA UH and C&W

From: Richard Menger
Sent: Friday, October 23, 2026 5:03 PM
To: Yann-Leei Lee: Anthony Martino
Subject: Re: Dr Tullos Credentialing

Larry
Thanks, appreciate follow up
Exceptional circumstances / need:

- Trauma coverage: With Dr. Pearson's departure, our neurosurgery attendings are now taking Level 1 trauma call every third night during the weekdays. That isn't sustainable for a Level 1 center, and it puts both coverage and patient access at risk.
- Complex spine: We provide quaternary spine care for the region, and the referral base is large with very few alternatives nearby. We are short attendings to meet that demand. This floods me with cases. We need assistance during those cases and an off-ramp for more typical cases.
- Gap between APP and attending: We have a large gap in our team between advanced practice providers and attendings. A fellow-level surgeon fills that gap directly. He can take on operative, inpatient, and call responsibilities that APPs can't, under attending supervision.
- Educational mission: A spine fellow fits the educational mission of the department and the university. The bigger reason, though, is the clinical need for another qualified spine surgeon in this region, which is hard to recruit for.

This request addresses a real staffing need for the hospital and the medical staff. On competency, I'm comfortable he is otherwise qualified given my discussion with his fellowship mentors and that he is US trained.

Malpractice disclosure:
I saw his email and this depends on the language of the question per se. But this is absolutely something that needs to be watched in terms of response. There is also some deflection in the response. I agree****

Best
Rich

Curriculum vitae

Hurtis J. Tullos, MD

Address: 17725 Moss Farm Rd
Edmond, OK 73012

Voice: (424) 302- 6593
Email: jtullos74@gmail.com

Education and Training

Spine Fellowship (Neurosurgery/Orthopedics) 2021-2022
Cedars-Sinai Hospital
Los Angeles, CA

Neurological Surgery Residency, 2014-2021
The University of Oklahoma Health Sciences Center
Department of Neurological Surgery
Oklahoma City, OK

Doctor of Medicine, 2010-2014
University of Mississippi Medical Center
Jackson, MS

Bachelor of Science: Biology, 2005-2009
Mississippi College
Clinton, MS

Work History

Physician, Neurosurgeon Aug 2022- July 2024
Baptist Integris Medical Center
Oklahoma City, OK

Licenses and Certification

Medical Doctor- License (30778) 2014- Present
Oklahoma State Medical Board

Medical Doctor- License (C174323) 2021- Present
The Medical Board of California

Fluoroscopy Supervisor and Operator (RHC208746) 2025 -Present
CA Department of Public Health

Medical Doctor- License (#17088) 2025- Present
South Dakota State Medical Board
Medical Doctor- License (#54631) 2026- Present
Alabama Medical License Commission

Grants and Awards

Neurosurgery Merit Award 2014
Medical Student Research Program Scholar 2014
3rd Place Local Abstract Competition 2013
Omicron Delta Kappa (Honors Society) 2009
Alpha Epsilon Delta (Pre-Medical Honors) 2007
Alpha Lambda Delta (Freshman Honors) 2006

Memberships

Alpha Phi Alpha Fraternity, Incorporated
American Academy of Neurology
Student National Medical Association
American Medical Association
Mississippi Medical and Surgical Association
Mississippi State Medical Association
Congress of Neurological Surgeons
American Academy of Neurological Surgeons

Abstracts

Wheelock K, Fields E, Erben A, **Tullos H,** Bohnstedt B, Ray B. *Low pressure hydrocephalus after aneurysmal subarachnoid hemorrhage masquerading as seizure.* 2015

Tullos, H., Pabbidi, M., Juncos, L., Renic, M., Lazar, J., Jacob, H., Harder, D., Roman, R. *Genetic Basis of Cerebral Blood Flow in FHH (Fawn Hooded Hypertensive) Rats.* 2013

Tullos, H., Dale, B.M., Bidwell III, G.L., Perkins, E., Raucher, D., Khan, M.A., James, J.R.. *Multi-shot RESLOVE Compared to Single-shot EPI Diffusion-Weighted MR Imaging Acquisition Scheme in Normal and Pathologic States.* 2012

Tullos, H., Dale, B.M., Bidwell III, G.L., Perkins, E., Raucher, D., Khan, M.A., James, J.R.. *Multi-shot RESLOVE Compared to Single-shot EPI Diffusion-Weighted MR Imaging Acquisition Scheme– Initial results in Phantoms and Rodent Brain.* 2011

Articles

Kiana Y. Prather[1], BS; Christen O'Neal[1], BS; Alison Westrup[1], BS; Kendall Hughes[1], BS; **Tullos, H**; Chad A. Glenn,[1] MD. *A systematic review of amino acid PET in assessing treatment response in temozolomide in glioma.* Neuro-Oncology Advances Feb 2022.

Tullos H, Griggs R, Conner A, Martin M.
Case Report: Myelopathy improvement following removal of cervical sublaminar wiring.
Cureus. Feb 2018; 10(2):e2191. PMID: 29662730

Tullos H, Conner A, Baker C, Burks J, Glenn C, Brigg R, Sughrue M.
Mini-pterional craniotomy for resection of parasellar meningiomas
World Neurosurgery. September 2018; 117:e637-644. PMID: 29940385

Glenn C, Fung KM, **Tullos H**, McNall-Knapp R, Gunda D, Mapstone T.
Primary intracranial sarcoma presenting as chronic subdural fluid collections in a child.
World Neurosurgery. Feb 2016; 86:514.e13-514.e18. PMID: 26344638

McDaniel D, Barker A, **Tullos H,** Butt F.
Impact of cold/warm ischemia reperfusion time on delayed graft function and expression of allograft inflammatory factor-1 in kidney transplantation.
Human Immunology. Feb 2013; 69-69

Pabbidi M, Juncos L, Renic M, **Tullos H**, Lazar J, Jacob H, Harder D, Roman R.

Identification of a region of rat chromosome 1 that impairs the myogenic response and cerebral blood flow autoregulation in Fawn Hooded Hypertensive rats.
American Journal of Physiology-Heart and Circulatory Physiology. Jan 2013; 304 (2): H311-317. PMID: 23144316

Book Chapter

Glenn C, **Tullos H,** Sughrue M; *Natural history of intracranial meningiomas;* Handbook of Clinical Neurology: Meningiomas, Part 1, Volume 169, 1st Edition, July 2020

Oral Presentations

Tullos H, (2022). Artificial Disc Replacement
Presented: May 2022- Cedar-Sinai Multidisciplinary Spine Grand Rounds

Tullos H, (2021). *Anterior and Lateral Approaches to the Lumbar Spine*
Presented: May 2021- University of Oklahoma Health Sciences Center Multidisciplinary Spine Conference

Tullos H, (2021). *Lumbar Degenerative Disease*
Presented: March 2021- University of Oklahoma Health Sciences Center Multidisciplinary Spine Conference

Tullos H, (2021). *Lumbar Spine Trauma*
Presented: January 2021- University of Oklahoma Health Sciences Center Multidisciplinary Spine Conference

Tullos H, (2020). *Thoracic Disc Herniation*
Presented: November 2020- University of Oklahoma Health Sciences Center Multidisciplinary Spine Conference

Tullos H, (2020). *Cervical Degenerative Disease*
Presented: September 2020- University of Oklahoma Health Sciences Center Multidisciplinary Spine Conference

Tullos H, (2019). *Sagittal Imbalance: Approaching the Curve*
Presented: May 2019- University of Oklahoma Health Sciences Center Department of Neurosurgery Grand Rounds

Tullos H, (2017). *Inflammation and Vasospasm*
Presented: November 2017- University of Oklahoma Health Sciences Center Department of Neurosurgery Grand Rounds

Tullos H, (2016). *Inflammation and Vasospasm: The Role of CRP*
Presented: July 2016- University of Oklahoma Health Sciences Center Department of Neurosurgery Grand Rounds

Tullos H, (2015). *Vision*
Presented: October 2015- University of Oklahoma Health Sciences Center Department of Neurosurgery Basic Science

Tullos H, (2012). *Multi-shot RESLOVE vs. Single-shot EPI DWI Acquisition Scheme.*
Presented: June 2012- University of Mississippi Medical Center, Radiology Research Day

Tullos, H, (2011). *Genetic Basis of Cerebral Blood Flow in FHH (Fawn Hooded Hypertensive) Rats.* Presented: July 2011- University of Mississippi Medical Center, MSRP Research Day

Tullos H, (2011). *Multi-shot RESLOVE Compared to Single-shot EPI Diffusion-Weighted MR Imaging Acquisition Scheme– Initial results in Phantoms and Rodent Brain.*
Presented: June 2011- University of Mississippi Medical Center, Radiology Research Day

Poster Presentations

Wheelock K, Fields E, Ebren A, **Tullos H,** Bohnstedt B, Ray B.
Low pressure hydrocephalus after aneurysmal subarachnoid hemorrhage masquerading as seizure.
Presented: October 2015- Neurocritical Care Society Meeting

Tullos H, Pabbidi M, Juncos L, Renic M, Lazar J, Jacob H, Harder D, Roman R.
Cerebral Autoregulation: The Genetic Basis of the Myogenic Response.

Presented: April 4, 2013 (3rd Place)- University of Mississippi Medical Center Department of Medicine Research Day Abstract Competition

McDaniel D, Barker A, **Tullos H,** Butt F.
Impact of cold/warm ischemia reperfusion time on delayed graft function and expression of allograft inflammatory factor-1 in kidney transplantation.
Presented: November 2013- Human Immunology Conference

Tullos, H., Pabbidi, M., Juncos, L., Renic, M., Lazar, J., Jacob, H., Harder, D., Roman, R. , *Cerebral Autoregulation: The Genetic Basis of the Myogenic Response.*
Presented March 20, 2013- National American Academy Neurology Conference.

Tullos H, Dale B, Bidwell III G, Perkins E, Raucher D, Khan M, James J. National
Multi-Shot RESOLVE Compared to Single-Shot EPI Diffusion-Weighted MR Imaging Acquisition Scheme.
Presented: July 29-August 2, 2012- American Association of Physicists in Medicine Conference

Tullos H, Pabbidi M, Juncos L, Renic M, Lazar J, Jacob H, Harder D, Roman R. *Identification of QTL (quantitative trait loci) on chromosome 1 that regulates CBF (Cerebral Blood Flow) autoregulation in FHH (Fawn hooded Hypertensive) rats*.
Presented: March 22, 2012- University of Mississippi Medical Center Medical Scholars Research Program Poster Presentations

Tullos H, Pabbidi M, Juncos L, Renic M, Lazar J, Jacob H, Harder D, Roman R.
Genetic Basis of Cerebral Blood Flow in FHH (Fawn Hooded Hypertensive) Rats.
Presented: October 28, 2011- University of Mississippi Medical Center Abstract Day Competition

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

ACADEMIC EXCELLENCE
AND STUDENT SUCCESS COMMITTEE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Academic Excellence and Student Success Committee

September 3, 2026
2:15 p.m.

A meeting of the Academic Excellence and Student Success Committee ("Committee") of the University of South Alabama ("University," "USA," "South") Board of Trustees was duly convened by Ms. Chandra Brown Stewart, Chair, on Thursday, September 3, 2026, at 2:15 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, Luis Gonzalez, Ron Jenkins, Ronnie Stallworth and Mike Windom were present, and Scott Charlton participated remotely.
Other Trustees:	Alexis Atkins, Ron Graham, Meredith Hamilton, Lenus Perkins, Jimmy Shumock, Steve Stokes and Jim Yance.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Nicole Carr, Chris Cleveland, Terry Dale Cruse, Monica Ezell, Natalie Fox, Adrienne Gannon, Charlie Guest, Buck Kelley, Andi Kent, Jeff La Rochelle, Spence Larche, Nick Lawkis, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 18**, Ms. Brown Stewart called for consideration of the minutes for a meeting held on June 4, 2026, **Item 19**. On motion by Judge Windom, seconded by Mr. Stallworth, the Committee voted unanimously to adopt the minutes.

Ms. Brown Stewart called on Provost Kent, who presented **Item 20**, a resolution granting tenure to a candidate from the Whiddon College of Medicine ("WCOM"). (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on September 4, 2026.) On motion by Capt. Jenkins, seconded by Judge Windom, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Provost Kent summarized and recommended approval of **Item 21**, a resolution to ensure the University's compliance with Alabama House Bill 580/Act 2026-432 pertaining to public institutions of higher education and faculty. On motion by Judge Windom, seconded by Capt. Jenkins, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

As to a report on the activities of the Division of Academic Affairs, **Item 22**, Provost Kent introduced and provided background on Dr. Jeff La Rochelle, who began his appointment as WCOM Dean in May. Dr. La Rochelle stated he was humbled for the opportunity to join the South family. Provost Kent advised of the retirement of longtime Associate Vice President for Academic

Affairs and Dean of the Graduate School Dr. Harold Pardue, and she introduced and provided information on Dr. Terry Dale Cruse, USA's new Associate Vice President for Academic Affairs. Dr. Cruse briefly addressed the group.

Blending the **Item 22** report with **Item 23**, a report on the activities of the Division of Student Affairs, Provost Kent called on Dr. Nicole Carr, Associate Vice President for Student Academic Success, and Ms. Adrienne Gannon, Senior Associate Director of New Student Recruitment, to make remarks, acknowledging their efforts as co-chairs of the Week of Welcome ("WOW") Committee. As photos were shown, Dr. Carr and Ms. Gannon presented details on signature WOW festivities and discussed the rebranding of Fall Convocation as *Jaguar Jubilee* – a new student tradition.

Continuing with the **Item 23** report, Provost Kent turned to Dr. Lawkis to share updates. Dr. Lawkis recognized Dr. Chris Cleveland, Associate Vice President for Student Affairs and Auxiliary Services, conveying appreciation for their interim collaboration in Student Affairs. He announced that Dr. Clint Coulter would soon join the University as Associate Dean of Students and discussed his background. He also reported on the status of the national search to fill the position of Vice President for Student Affairs/Dean of Students.

Provost Kent called on Dr. Parrish for a report on the activities of the Division of Research and Economic Development, **Item 24**. Dr. Parrish shared details on the USA Research & Technology Showcase slated for October 21. He also provided an overview on *Discovery 2030 @ South*, an emerging strategic plan, drafted with broad campus input, for attaining R1 designation, the Carnegie Classification of Institutions of Higher Education's highest tier signifying very high research spending and doctoral production.

There being no further business, the meeting was adjourned at 2:46 p.m.

Respectfully submitted:

Chandra Brown Stewart, Chair

RESOLUTION

SABBATICAL AWARDS

WHEREAS, in accordance with University of South Alabama policy, proposals for sabbatical awards from the following faculty have been reviewed and recommended by the respective peer review committee, department chair and college dean, the Executive Vice President and Provost, and the President:

- Huybrechts Frazier Bindele, Ph.D., Mathematics and Statistics
- Dahye Choi, Ph.D., Speech Pathology and Audiology
- Kuang-Ting Hsiao, Ph.D., Mechanical, Aerospace & Biomed Engineering
- Karl Jahnke, Art and Art History
- Matthew Johnson, Art and Art History
- Tom Johnsten, Ph.D., Computer Science
- Heidi Lyn, Ph.D., Psychology
- David Messenger, Ph.D., History
- Carlos Montalvo, Ph.D., Mechanical, Aerospace & Biomed Engineering
- Jonathan Perez, Ph.D., Biology
- Edmund Spencer, Ph.D., Electrical and Computer Engineering
- Eleanor ter Horst, Ph.D., Modern and Classical Languages and Literature
- Shenghua Wu, Ph.D., Civil, Coastal & Environmental Engineering,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees approves the sabbatical awards for Fall 2026 through Spring 2027 as recommended.

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Executive Vice President and Provost

DATE: November 10, 2026

TO: Jo Bonner, President

FROM: Andi M. Kent, Executive Vice President and Provost

SUBJECT: Sabbatical Recommendations for Fall 2027 – Spring 2028

In support of the respective dean recommendations, I recommend that the individuals whose names are listed below be granted a sabbatical for the period of time as indicated.

- Huybrechts Frazier Bindele, Ph.D., Department of Mathematics and Statistics - Fall 2027
- Dahye Choi, Ph.D., Department of Speech Pathology and Audiology – Summer 2027
- Kuang-Ting Hsiao, Ph.D., Department of Mechanical, Aerospace & Biomed Engineering – Spring 2028
- Karl Jahnke, Department of Art and Art History - Fall 2027
- Matthew Johnson, Department of Art and Art History - Fall 2027
- Tom Johnsten, Ph.D., Department of Computer Science – Spring 2027
- Heidi Lyn, Ph.D., Department of Psychology - Fall 2027
- David Messenger, Ph.D., Department of History - Fall 2027
- Carlos Montalvo, Ph.D., Department of Mechanical, Aerospace & Biomed Engineering – Fall 2027
- Jonathan Perez, Ph.D., Department of Biology - Spring 2028
- Edmund Spencer, Ph.D., Department of Electrical and Computer Engineering – Fall 2027
- Eleanor ter Horst, Ph.D., Department of Modern and Classical Languages and Literature - AY 27-28
- Shenghua Wu, Ph.D., Department of Civil, Coastal & Environmental Engineering – Fall 2027

Teaching coverage has been addressed in a satisfactory manner for all recommended proposals. Proposals have been reviewed and recommended at the department and college. Full applications and supporting materials are available in the Office of Academic Affairs. A brief summary of each request is attached.

SABBATICAL RECOMMENDATIONS
Fall 2027 – Spring 2028

College of Allied Health and Professional Studies

1) Dahye Choi, Ph.D., Department of Speech Pathology and Audiology
   Sabbatical Request: Summer 2027 at full pay

   Dr Choi's sabbatical project, titled "From Stigma to Strength: Research on Strength-Based Stuttering Therapy in South Korea," is centered around an innovative, international endeavor, Camp Dream. Speak. Live. scheduled to occur in Seoul, South Korea during the summer of 2027. Dr. Choi's role in the project is multi-faceted. She has been the primary founder and director of the international arm of Camp Dream. Speak. Live. starting in 2025. She recently submitted a Fulbright Scholar application to support a 3-month international collaboration to lead the camp and train speech-language professionals in South Korea in the strengths-based treatment of stuttering. Dr. Choi has set achievable goals to secure long-term sustainability for this program. And, importantly, this initiative builds directly upon Dr. Choi's established record of research, clinical expertise, and bicultural leadership.

College of Arts and Sciences

2) Huybrechts Frazier Bindele, Ph.D., Department of Mathematics and Statistics
   Sabbatical Request: Fall 2027 at full pay

   Dr. Bindele requests one semester of sabbatical leave in Spring 2028. Dr. Bindele proposes to spend the Spring 2028 semester at the University of Botswana. Dr. Bindele is currently collaborating with faculty members at the University of Botswana and faculty members in nearby universities, such as the Botswana International University of Science and Technology (BIUST). The proposed leave will allow him to advance his research program in robust statistical methods for complex data structures. The proposed collaboration is expected to generate a series of publications, as well as presentations at conferences, seminars, and colloquia. The collaboration will ultimately increase the visibility of the University of South Alabama. The committee believes that Dr. Bindele is a very productive researcher, and a sabbatical leave will enhance his productivity.

3) Karl Jahnke, Department of Art and Art History
   Sabbatical Request: Fall 2027 at full pay

   Prof. Jahnke requests to take one semester of sabbatical leave in Fall 2027. If awarded, Prof. Jahnke will facilitate the finalization, post-production, and editing of an original short animated film. The committee values his work. Prof. Jahnke can submit his work to a variety of national and international film festivals, which will ultimately increase the visibility of the animation program and the University of South Alabama internationally. During the sabbatical, Prof. Jahnke will continue to advise and mentor graduate students and serve as graduate coordinator.

SABBATICAL RECOMMENDATIONS
Fall 2027 – Spring 2028

4) Matthew Johnson, Department of Art and Art History
Sabbatical Request: Fall 2027 at full pay

Prof. Johnson requests one semester of sabbatical leave during the Fall of 2027. During the sabbatical, Prof. Johnson plans to complete a series of book cover designs that bridge the gap between traditional art and graphic design. It will undoubtedly have national and international reach, thus increasing the department's and the university's reputation in the Graphic Design and Illustration fields.

5) Heidi Lyn, Ph.D., Department of Psychology
Sabbatical Request: Fall 2027 at full pay

Dr. Lyn requests one semester of sabbatical leave during the Fall of 2027. During the sabbatical, Dr. Lyn plans to write a book draft and to better integrate her public-facing interactions to her academic career. In addition, she plans to write at least one grant proposal. The committee thinks her research is interesting and very well written. Her planned activity should enhance the visibility of the Department of Psychology, the College of Arts and Sciences, and the University, and provide new opportunities for students' engagement. Dr. Lyn will continue her student mentorship through online meetings while on sabbatical.

6) David Messenger, Ph.D., Department of History
Sabbatical Request: Fall 2027 at full pay

Dr. Messenger requests one semester of sabbatical leave during the Fall of 2027. He plans to use that time to work on the Nazi influence over the concentration camps developed by the dictator General Francisco Franco in Spain. Dr. Messenger plans to travel to Spain in the summer of 2027 to examine the records of Miranda Del Ebro that are held at the military archive of Guadalajara, outside of Madrid. In the Fall of 2027, Dr. Messenger plans to use the sabbatical to write up the result of that research and also carry out additional research in Paris, France. Dr. Messenger is competent in both French and Spanish, and worked extensively in the archives of Paris extensively for his first book. Dr. Messenger plans to apply for external funding for this research. The project has a high probability of resulting in publishable work, book(s), in his field.

7) Jonathan Perez, Ph.D., Department of Biology
Sabbatical Request: Spring 2028 at full pay

Dr. Perez requests one semester of sabbatical leave in Spring 2028. During his six-year tenure at South, Dr. Perez has secured over $2 million in external grants, 16 peer-reviewed manuscripts, and mentored several MS students. The sabbatical leave will allow him to continue his productive research. Dr. Perez plans to do three things during the sabbatical leave: 1. Conduct a synthesis project on neural mechanisms of migratory behavior in songbirds funded by his NSF grant, and develop a follow-up grant proposal. 2. Seek out training in and develop skills in the

application of AI/machine learning tools to support current and future projects. 3. Develop an external grant proposal on the impacts of urbanization and light pollution on Atlantic Ghost Crab morphology, physiology, and behavior.

8) Eleanor ter Horst, Ph.D., Department of Modern and Classical Languages and Literature
Sabbatical Request: Fall 2027 and Spring 2028 at half pay

Dr. ter Horst requests a one-year sabbatical leave for the 2027-2028 academic year. Dr. ter Horst plans to complete research for and write a book building upon and extending her previous research and publications about Sophie Mereau (1770-1806), the author of poetry, novels, short stories, and translations, a journal editor, and one of the first women in Germany to support herself through her writing and editing. She hopes to submit a book proposal to a publisher by the spring of 2028, and having a finished draft of the book by the end of that year. The book to be prepared could possibly increase the visibility of the University of South Alabama.

College of Engineering

9) Shenghua Wu, Ph.D., Department of Civil, Coastal, and Environmental Engineering
Sabbatical Request: Fall 2027 at full pay

Dr. Wu presents a comprehensive and actionable proposal structured around four priorities: (1) active management of 11 funded research grants and 2 pending grants totaling over $7.8 million in extramural funding; (2) national and institutional expansion of the Interdisciplinary Center for Sustainable Engineering (ICSE), Gulf Coast Environmental Engagement Center (GCEEC), GC-CAMP, and Solid Waste Sustainability Hub while preparing a major multi-institutional NSF Center proposal; (3) completion of final revisions for his contracted Elsevier textbook Introduction to Plastics Circularity: Principles and Practices and submission of 15+ prepared journal manuscripts; and (4) domestic and international institutional visits to establish research networks and promote USA's College of Engineering.

10) Kuang-Ting Hsiao, Ph.D., Department of Mechanical, Aerospace, and Biomedical Engineering
Sabbatical Request: Spring 2028 at full pay

Dr. Hsiao proposes a forward-looking, highly technical agenda aimed at modernizing his foundational Office of Naval Research (ONR) research on Liquid Composite Molding (LCM) by integrating physics-informed AI, machine learning, and real-time sensing/control. His plan includes strategic site visits to top-tier national manufacturing centers and laboratories (Delaware CCM, IACMI at Oak Ridge National Laboratory, NASA centers) and industry leaders (Toray, L3Harris, Airbus) to position USA for major federal center grants (NSF, DoD, NASA,

DoE). Additionally, he will benchmark Controlled Unclassified Information (CUI) and Export Administration Regulations (EAR) compliance protocols for defense research while maintaining PI direction over 4 active federal grants ($2.1M total).

11) Edmund Spencer, Ph.D., Department of Electrical and Computer Engineering
Sabbatical Request: Fall 2027 at full pay

Dr. Spencer's proposal focuses on space physics and satellite instrumentation modeling. Key tasks include expanding the WINDMI physics-based model for geomagnetic storm forecasting, developing 3D Particle-In-Cell (PIC) and Finite-Difference Time-Domain (FDTD) simulation tools for the ultra-fast Ion-Electron Impedance Probe suite on the JAGSAT-2 satellite, and conducting collaborative research visits with scientists at NASA Goddard Space Flight Center and the Naval Research Laboratory. He also targets major grant submissions to NASA Living With a Star (LWS) and NSF ECLIPSE, participation in the NASA TechLeap Orbital Clarity Challenge, and hosting a departmental colloquium.

12) Carlos Montalvo, Ph.D., Department of Mechanical, Aerospace, and Biomedical Engineering
Sabbatical Request: Fall 2027 at full pay

Dr. Montalvo presents an innovative proposal combining open-source educational development with a strategic pivot in research direction. He plans to author an open-source PreTeXt textbook (Aerospace Mechanics and Controls), create project-based flight/rocket design modules, and expand his educational YouTube channel (~10,000 subscribers) to support the newly launched BSAE degree. Concurrently, he will shift his autonomous systems research from aerial flight to Autonomous Surface Vessels (ASVs) and Autonomous Underwater Vehicles (AUVs) by expanding his FASTCASST simulation platform, partnering with the Dauphin Island Sea Lab (DISL) and cross-departmental faculty to build a new Water Quality Instrumentation curriculum.

School of Computing

13) Tom Johnsten, Ph.D., Department of Computer Science
Sabbatical Request: Spring 2027 at full pay (Off-Cycle)

Dr. Johnsten's proposal outlines a rigorous, high-impact research project in collaboration with Dr. Aishwarya Prakash at the Mitchell Cancer Institute and the USA College of Medicine. His sabbatical focuses on bridging computational design with direct experimental biological validation, establishing a rapid design-test-refine pipeline for biomedical innovation. The proposed work builds upon a productive, five-year interdisciplinary collaboration supported by an active National Science Foundation (NSF) award (2025–2028) and pending patents. During the sabbatical, Dr. Johnsten will be

embedded into Dr. Prakash's laboratory at the Mitchell Cancer Institute to execute two interconnected research aims: Experimental Validation of NEIL2 Mitochondrial Targeting and Characterization of Inhibitory Nanobody S18 for Synthetic Lethality. The proposed sabbatical offers Dr. Johnsten hands-on training in molecular and cellular biology techniques. Acquiring these experimental skills will directly enhance his computational modeling frameworks and strengthen the School of Computing's capacity for cross-disciplinary bioinformatics research. This will in turn provide a catalyst for future external funding opportunities, increased publications and intellectual property opportunities, as well as increased student opportunities through expanded research and coursework within computer science and computational biology.

RESOLUTION

FACULTY EMERITUS

WHEREAS, the following faculty members have retired from the University of South Alabama ("University"):

- Diane D. Abercrombie, Ph.D., Associate Professor of Physician Assistant Studies
- Nicole E. Amare, Ph.D., Professor of English
- Andra C. Bohnet, Ph.D., Professor of Music
- William A. Broughton, M.D., Professor of Internal Medicine
- Donna L. Dyess, M.D., Professor of Surgery
- Laureen A. Fregeau, Ph.D., Associate Professor of Educational Foundations
- Sharon M. Fruh, Ph.D., Professor of Nursing
- Mark N. Gillespie, Ph.D., Professor of Pharmacology
- James L. Harris, Ph.D., Professor of Nursing
- Richard E. Honkanen, Ph.D., Professor of Biochemistry and Molecular Biology
- Madhuri S. Mulekar, Ph.D., Professor of Statistics
- J. Harold Pardue, Ph.D., Professor of Computing, Dean of the Graduate School, and Associate Vice President of Academic Affairs
- Mary Kelly P. Roveda, M.D., Assistant Professor of Pathology
- Justin M. Sanders, Ph.D., Associate Professor of Physics
- John F. Shelley-Tremblay, Ph.D., Professor of Psychology
- Wilma P. Stuart, Ph.D., Associate Professor of Nursing, and

WHEREAS, in recognition of their contributions to the University through extraordinary accomplishments in teaching and in the generation of new knowledge through research and scholarship; in serving to positively inspire students; and, regarding those with clinical backgrounds, for dedication to the treatment and healing of patients; all for which, in accordance with University policy, the respective peer review committee, department chair and college dean, the Executive Vice President and Provost, and the President have duly recommended the aforementioned faculty retirees be appointed to the rank of Dean Emeritus, Professor Emeritus, Associate Professor Emeritus, Assistant Professor Emeritus, and Associate Vice President Emeritus,

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

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

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Executive Vice President and Provost

DATE: November 10, 2026

TO: Jo Bonner, President

FROM: Andi M. Kent, Executive Vice President and Provost.

SUBJECT: Emeritus Recommendations

In accordance with recommendations by the faculty, chairs and deans of the respective disciplines and colleges I recommend that the retired University of South Alabama faculty members listed below be granted the status of Dean Emeritus, Professor Emeritus, Associate Professor Emeritus, Assistant Professor, and Associate Vice President Emeritus, appropriate for their respective rank at retirement effective upon approval by you and the Board of Trustees.

- Diane D. Abercrombie, Ph.D., Associate Professor of Physician Assistant Studies
- Nicole E. Amare, Ph.D., Professor of English
- Andra C. Bohnet, Ph.D., Professor of Music
- William A. Broughton, M.D., Professor of Internal Medicine
- Donna L. Dyess, M.D., Professor of Surgery
- Laureen A. Fregeau, Ph.D., Associate Professor of Educational Foundations
- Sharon M. Fruh, Ph.D., Professor of Nursing
- Mark N. Gillespie, Ph.D., Professor of Pharmacology
- James L. Harris, Ph.D., Professor of Nursing
- Richard E. Honkanen, Ph.D., Professor of Biochemistry and Molecular Biology
- Madhuri S. Mulekar, Ph.D., Professor of Statistics
- J. Harold Pardue, Ph.D., Professor of Computing, Dean of the Graduate School, and Associate Vice President of Academic Affairs
- Mary Kelly P. Roveda, M.D., Assistant Professor of Pathology
- Justin M. Sanders, Ph.D., Associate Professor of Physics
- John F. Shelley-Tremblay, Ph.D., Professor of Psychology
- Wilma P. Stuart, Ph.D., Associate Professor of Nursing

If you have any questions or concerns, please let me know.

RESOLUTION

TENURE

WHEREAS, in accordance with University of South Alabama policy, an application for tenure from Benjamin Klein has been reviewed by the peer review committee and Chair of the Department of Engineering, the Dean of the College of Engineering, the Executive Vice President and Provost, and the President, and the candidate is recommended for tenure effective May 3, 2027,

THEREFORE, BE IT RESOLVED, the University of South Alabama Board of Trustees hereby approves and grants tenure as recommended.

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Executive Vice President and Provost

DATE: November 23, 2026

TO: Jo Bonner, President

FROM: Andi M. Kent, Ph.D., Executive Vice President and Provost

SUBJECT: Faculty Tenure Recommendations

Recommend Awarding Tenure:

Benjamin Klein – Electrical and Computer Engineering

The portfolio and recommendation with accompanying rationale is available for your review. Upon your final action, a resolution for the Board of Trustees will be forwarded.

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

BUDGET AND FINANCE COMMITTEE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Budget and Finance Committee

September 3, 2026
2:46 p.m.

A meeting of the Budget and Finance Committee ("Committee") of the University of South Alabama ("University," "USA") Board of Trustees was duly convened by Mr. Lenus Perkins, Chair, on Thursday, September 3, 2026, at 2:46 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Chandra Brown Stewart, Ron Graham, Meredith Hamilton, Lenus Perkins, Jimmy Shumock, Steve Stokes and Mike Windom were present.
Other Trustees:	Alexis Atkins, Scott Charlton, Steve Furr, Luis Gonzalez, Ron Jenkins, Ronnie Stallworth and Jim Yance.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Abby Collins, Annabeth Cruz, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Nick Lawkis, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 25**, Mr. Perkins called for consideration of the minutes for a meeting held on June 4, 2026, **Item 26**. On motion by Mr. Graham, seconded by Dr. Stokes, the Committee voted unanimously to adopt the minutes.

Mr. Perkins called on Ms. Roberts to discuss the quarterly financial statements for the nine months ended June 30, 2026, **Item 27**. Ms. Roberts advised of an increase in net position of approximately $79 million and attributed the positive momentum heading toward the close of the fiscal year to increases in revenue and appropriation streams. She also reported assets totaling more than $2.7 billion and a net position of almost $66 million.

Mr. Perkins recognized Dr. Susman to address **Item 28**, a resolution authorizing the *University of South Alabama Fiscal Year 2027 Budget* and approving it as a continuation budget for fiscal year 2028 to comply with bond trust indenture requirements should the budget process not be completed prior to the start of the 2028 fiscal year. (To view resolutions, policies and other documents authorized, refer to the minutes for the Board of Trustees meeting held on September 4, 2026.) Dr. Susman shared an overview on the balanced budget proposal totaling approximately $1.6 billion. On motion by Mr. Shumock, seconded by Mr. Graham, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Perkins called on Dr. Parrish, who presented a resolution authorizing the appointment and reappointment of individuals to serve on the USA Foundation for Research and Commercialization

Board of Directors, **Item 29**. On motion by Mr. Shumock, seconded by Ms. Brown Stewart, the Committee voted unanimously to recommend approval of the resolution by the Board of Trustees.

Mr. Perkins asked Mr. Kelley to deliver a report on University facilities, **Item 30**. Mr. Kelley noted an eventful Sustainability @ South calendar over 2025-2026 and turned to Sustainability Program Manager Ms. Abby Collins to share perspective. Ms. Collins, an alumna with a Master's degree in Marine Conservation and Resource Management, detailed a number of activities and initiatives that would be part of an inaugural annual report, including a certified sustainable labs project taking shape across campus and USA Health and a *Learn to Fish Day* for PASSAGE USA students sponsored as part of Earth Month programming. Ms. Collins introduced Ms. Annabeth Cruz, a sophomore majoring in Environmental Sciences and Sustainability @ South intern, who discussed a tree census she spearheaded to assess biodiversity and campus safety that involved student volunteers.

There being no further business, the meeting was adjourned at 3:04 p.m.

Respectfully submitted:

Lenus M. Perkins, Chair

A RESOLUTION RESPECTING CERTAIN AMENDMENTS TO LOAN AGREEMENT, PROMISSORY NOTE, AND RELATED DOCUMENTS AND AGREEMENTS

BE IT RESOLVED by the Board of Trustees (herein called the "***Board***") of the **UNIVERSITY OF SOUTH ALABAMA** (herein called the "***University***") as follows:

Section 1. (a) Findings. The Board has determined and hereby finds and declares that the following facts are true and correct:

(a) the Board heretofore authorized, and the University heretofore entered, a Loan Agreement dated January 21, 2026 (the "***Loan Agreement***") with Renasant Bank (the "***Lender***") under which the University borrowed $15,100,000 from the Lender (the "***Loan***") for the acquisition of an approximately 24,020 square foot ambulatory surgery center building (the "***Facility***") located on certain real property known as the "MAPP Property," and

(b) the Board heretofore authorized, and the University heretofore delivered to the Lender, a Promissory Note dated January 21, 2026, in the principal amount of $15,100,000 (the "***Promissory Note***") evidencing the obligation of the University to pay debt service on the Loan, along with a Collateral Assignment of Leases, Rents and Income dated January 21, 2026 (the "***Assignment***") respecting the Facility as further security for the Loan; and

(c) under the Loan Agreement and the Promissory Note, the interest rate (the "***Interest Rate***") on the Loan is calculated at a per annum fixed rate of 5.65% and is payable on a monthly basis, and all principal matures and becomes due and payable on January 21, 2027 (the "***Current Maturity Date***"); and

(d) the Board has determined it is necessary, wise, and in the best interest of the University to authorize certain amendments and modifications to the Loan Agreement, the Promissory Note and the Assignment (collectively, the "***Financing Documents***") including, among other things, to extend the Maturity Date, modify the interest rate, and make various other changes under the Financing Documents, all as more particularly set forth herein.

Section 2. Authorization of Certain Changes, Amendments and Modifications. (a) The Board does hereby authorize and direct the President of the University (the "***President***") and the Vice President of Finance of the University (the "***Vice President of Finance***"), or either of them, to execute, enter and deliver, from time to time by and on behalf of the University, such amendments, modifications, instruments, debt obligations, or other documents ("***Authorized Amendatory Documents***") to the Financing Documents (as the same may be hereafter modified or amended) as shall be necessary or desirable in order to effectuate any or all of the following:

(i) to extend the final Maturity Date to any date up to and including January 22, 2029,

(ii) to modify the rate of interest on the Loan and the Promissory Note to a rate as shall be determined by said officer that in no event is higher than 7.75%,

(iii) to modify the date or dates on which interest on the Loan and the Promissory Note shall be due, and to provide for principal to mature in installments (so long as no principal is to mature or become due after January 22, 2029, and

(iv) to modify the method by which the interest on the Loan is calculated, including without limitation for interest to be calculated at a variable rate (which may also include a fixed number of additional basis points), so long as, at the time of such modification, the President or the Vice President of Finance receives a written estimate from the financial advisor to the University that such modified method is estimated to result in a payment of interest on the first interest payment date immediately succeeding the effective date of such modification that does not exceed a payment of interest that, had the same been calculated at a fixed rate per annum, would be a rate of 7.75%.

(b) The Board does hereby further authorize and direct the President and the Vice President of Finance to include in any Authorized Amendatory Documents such other terms, provisions, covenants, and changes as shall be required by the Lender and determined by such officer of the University as being reasonable and advisable to the University; provided, no such changes may permit the University to borrow additional funds or involve the pledge by the University of any additional funds or assets to secure the Loan.

(c) The Secretary of the Board, the Vice Chair of the Board, and the Chair Pro Tempore of the Board, or any of them, are hereby authorized to affix to any Authorized Amendatory Documents the corporate seal of the University and to attest the same.

Section 3. Severability. The various provisions of this resolution are hereby declared to be severable. In the event any provision hereof shall be held invalid by a court of competent jurisdiction, such invalidity shall not affect any other portion of this resolution.

Section 4. General Authorization. The President, the Vice President of Finance, the Secretary of the Board, the Chair Pro Tempore of the Board, and the Vice Chair of the Board, or any of them, are hereby authorized to execute such other agreements, certifications, instruments, notices, consents, acknowledgments, or other documents, containing such terms as such officer or officers executing the same shall approve, and to take such other actions as any of them may deem necessary, desirable or appropriate, for the consummation of the transactions covered by this resolution and the various agreements, documents, and actions herein authorized.

UNIVERSITY OF SOUTH ALABAMA

MEMORANDUM

Finance and Administration

DATE: November 12, 2026

TO: Jo Bonner, President

FROM: Kristen Roberts, Vice President of Finance

SUBJECT: Amendments to the Renasant Bank Loan

Attached for the Board of Trustees' consideration is a resolution authorizing amendments to the University's $15.1 million Renasant Bank loan used to acquire the MAPP ambulatory surgery center. It permits the President or Vice President of Finance to extend the final maturity date to no later than January 22, 2029, and modify the interest rate and repayment terms within specified limits.

Attachment

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UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

LONG-RANGE PLANNING COMMITTEE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Long-Range Planning Committee

September 3, 2026
3:04 p.m.

A meeting of the Long-Range Planning Committee ("Committee") of the University of South Alabama ("University," "USA") Board of Trustees was duly convened by Mr. Ron Graham, Chair, on Thursday, September 3, 2026, at 3:04 p.m. in the Board Room of the Frederick P. Whiddon Administration Building. Meeting attendance was open to the public.

Members:	Ron Graham, Meredith Hamilton, Ron Jenkins, Ronnie Stallworth and Jim Yance were present, and Scott Charlton participated remotely.
Other Trustees:	Alexis Atkins, Chandra Brown Stewart, Steve Furr, Luis Gonzalez, Lenus Perkins, Jimmy Shumock, Steve Stokes and Mike Windom.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Julie Estis, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Nick Lawkis, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 31**, Mr. Graham called for consideration of the minutes for a meeting held on June 4, 2026, **Item 32**. On motion by Mr. Stallworth, seconded by Capt. Jenkins, the Committee voted unanimously to adopt the minutes.

Mr. Graham called on Dr. Julie Estis, Associate Vice President for Institutional Effectiveness, to present **Item 33**, a report on institutional planning and assessment. Dr. Estis, along with Mr. Kelley, discussed headway on USA's next master plan covering 2027-2037, with Mr. Kelley presenting graphics depicting opportunities for new buildings, improving the pedestrian and housing resident experience, expanding exterior gathering space and reclaiming Three Mile Creek. Dr. Estis addressed the next steps, which she noted would culminate with master plan authorization by year's end.

Dr. Estis touched on the University's responsibilities with regard to impending accreditation standards changes and new federal AIM (Accreditation, Innovation, and Modernization) regulations.

There being no further business, the meeting was adjourned at 3:11 p.m.

Respectfully submitted:

William Ronald Graham, Chair

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

COMMITTEE OF THE WHOLE

UNIVERSITY OF SOUTH ALABAMA
BOARD OF TRUSTEES

Committee of the Whole

September 3, 2026
3:11 p.m.

A meeting of the Committee of the Whole ("Committee") of the University of South Alabama Board of Trustees was duly convened by Ms. Alexis Atkins, Chair *pro tempore*, on Thursday, September 3, 2026, at 3:11 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, Steve Furr, Luis Gonzalez, Ron Graham, Meredith Hamilton, Ron Jenkins, Lenus Perkins, Jimmy Shumock, Ronnie Stallworth, Mike Windom, Steve Stokes and Jim Yance were present, and Scott Charlton participated remotely.
Members Absent:	Kay Ivey and Arlene Mitchell.
Administration & Guests:	Jim Berscheidt, Joél Billingsley, Jo Bonner, Monica Ezell, Natalie Fox, Charlie Guest, Buck Kelley, Andi Kent, Spence Larche, Nick Lawkis, Daniel McCarthy, Allen Parrish, Kristen Roberts, Margaret Sullivan, Peter Susman, and Laura Vrana and Christina Wassenaar (Faculty Senate).

Following the attendance roll call, **Item 34**, Chair Atkins called for consideration of the minutes for meeting convened and recessed on June 4, 2026, and reconvened on June 5, 2026, **Item 35**. On motion by Mr. Shumock, seconded by Mr. Stallworth, the Committee voted unanimously to adopt the minutes.

In accordance with the provisions of the Alabama Open Meetings Act, Chair Atkins made a motion to convene an executive session for an anticipated duration of 50 minutes for the purpose of discussing pending or threatened litigation, as well as preliminary negotiations involving a matter of trade or commerce, **Item 36**. She stated Mr. Larche had submitted the required written declaration for the minutes and that adjournment of the meeting would be in effect immediately upon the conclusion of the executive session. Mr. Shumock seconded, and the Committee voted unanimously to convene an executive session at approximately 3:14 p.m., as recorded herein:

AYES:
- Chair Atkins
- Ms. Brown Stewart
- Dr. Charlton
- Dr. Furr
- Mr. Gonzalez
- Mr. Graham

AYES continued:
- Ms. Hamilton
- Capt. Jenkins
- Mr. Perkins
- Mr. Shumock
- Mr. Stallworth
- Dr. Stokes
- Judge Windom
- Mr. Yance

There being no further business, the meeting was adjourned at approximately 4:26 p.m.

Respectfully submitted:

Katherine Alexis Atkins, Chair *pro tempore*