

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE
UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.

January 17, 2020

In Open Session

Members of the Board of Directors of the University of Louisville Athletic Association, Inc. met at 9:15 a.m. on January 17, 2020, in the Jefferson Room of Grawemeyer Hall, with members present and absent as follows:

Present: Prof. Elaine Wise, Chair Pro Tem
Dr. Larry Benz
Dr. Beth Boehm
Prof. Sheldon Bond
Dr. Gerry Bradley
Mr. Ryan Bridgeman
Mr. Dan Durbin
Mr. Andrew Grubb (via teleconference)
Dr. Ralph Fitzpatrick
Prof. Dawn Heinecken
Mr. Dennis Heishman
Prof. Mary Hums
Mr. Steve Jones
Mr. Tom Meeker
Prof. David Owen
Mr. Jim Rogers
Prof. Shelley Santry
Mr. Brad Shafer
Prof. Karen Turner
Prof. Michael Voor
Dr. Ron Wright

Absent: Mr. Tom Andrews
Dr. Neeli Bendapudi
Prof. Sharon Moore
Mr. Jasper Noble
Ms. Kayla Payne
Mr. Sam Rechter
Ms. Shannon Rickett

From the
University: Mr. Vince Tyra
Mr. Tom Hoy
Ms. Amy Shoemaker
Mr. Josh Heird

Mr. Jeff Spoelker
Mr. Kenny Klein
Mr. Marvin Mitchell
Ms. Christin Herring
Mr. John Carns
Ms. Lauren Sharrock
Mr. Scott Sallade
Mr. Justin Ruffin
Mr. Rick Graycarek
Mr. Jake Beamer

Guest: Mr. Blanton Creque

I. Call to Order

Having determined a quorum present, Chair Pro Tem Wise called the meeting to order at 9:15 a.m. She explained that Chair Bendapudi requested her to chair the meeting in the president's absence. There were no objections.

Consent Agenda

Chair Pro Tem Wise read the consent agenda as follows:

- **Approval of Minutes, October 18, 2019**
- **Ratification from the Executive Committee, October 24, 2019**
 - **Cardinal Stadium Naming Rights Termination**
- **Ratification from the Executive Committee, December 12, 2019**
 - **Approval of Capital Projects at Cardinal Stadium**
 - **Construction of Fan Zone**
 - **Wi-Fi Upgrade**

Dr. Bradley made a motion, which Mr. Heishman seconded, to approve the consent agenda.

The motion passed.

II. Action Item: Approval of Revised Bylaws

Chair Pro Tem Wise stated that board members have been reviewing potential changes to the board's bylaws for the past nine months. She thanked the directors for their participation in the process.

The board received the most recent revised bylaws on January 3, 2020, which include changes that reflect the stated goals for revision: to make the board more nimble and to

increase the opportunities for collaboration and input from the multiple and varied university stakeholders.

Ms. Shoemaker added that the changes were informed and governed by the requirements of the NCAA Constitution, which establishes the framework for “Institutional Control” which must reside with the president of an institution. She noted that multiple meetings were held and input was solicited from every interested director. Three rounds of revisions were submitted to the directors for comment.

Under the Articles of Incorporation, the University Trustees serve as the corporate members of ULAA, with the sole identified duties to amend the ULAA Articles or amend the ULAA Bylaws. Accordingly, by special meeting called by the Chair of the Trustees, acting in their capacity as Members of the ULAA Corporation, the bylaws may only be properly amended by 2/3 majority vote.

Chair Pro Tem Wise recognized Prof. Heinecken as a representative from the Committee on Academic Performance, who introduced additional amendments as follows:

In reference to faculty directors appointed by the President, add the words “in consultation with the Chair of Faculty Senate” following the words “appointed by the President.”

- ULAA BYLAWS: Article III, Section 3.1, Item c)
- ULAA PROTOCOLS: I.A.1.c) AND 2.B.1

Rationale: This language would be consistent with the language concerning the change in status of a faculty director in Article III, Section 3.1, item I of the Bylaws.

In reference to the qualifications for being appointed Faculty Athletics Representative, change the words “an administrator who holds faculty rank” to “a faculty member with administrative function.”

- ULAA BYLAWS: Article IV, Section 4.1. lines 3-4
- ULAA PROTOCOLS: II. A. 1. Line 3

Rationale: This change would be consistent with **Redbook** 2.3.1.A and B, which distinguishes an *Administrator* from *Faculty with Administrative Functions*.

Prof. Heinecken, on behalf of the Committee on Academic Performance, fielded questions from board members about the proposed amendments.

Prof. Santry made a motion, which Dr. Bradley seconded, to approve the amendments to the to proposed bylaws, as **attached**.

The motion passed.

Following additional discussion, Dr. Wright made a motion, which Prof. Voor seconded, to approve the

President’s recommendation that the Board of Directors approve the revised and amended bylaws of the UofL Athletic Association, Inc. as attached.

The motion passed unanimously.

III. Report of the Athletic Director

AD Tyra provided to the board an update on various athletic activities, with highlights including current rankings (number one in community service in the ACC; number 8 in Learfield standings – up from number 44 the previous year); facilities improvements for Golf, Volleyball, Baseball, Football, and Men’s and Women’s Soccer; conflict management training for senior staff; and a report on equitable compensation with the athletics programs.

Mr. Tyra then introduced Senior Associate Athletic Director for Student Services and Diversity, Marvin Mitchell, who provided an overview of the services offered to student athletes at UofL.

The department’s mission is to provide comprehensive academic support, counseling, guidance, services, and programming to all University of Louisville student-athletes while promoting self-responsibility, personal growth, and academic development.

Additional services include objective based study hall, tutoring, learning specialization, degree completion programs, diversity, inclusion, and international resources, and student-athlete development.

Additionally, Mr. Mitchell presented the following academic statistics:

- 91% graduation rate in the Graduation Success Rate (GSR) Report
- 3.196 GPA for NCAA student-athletes
- 408 of 603 student-athletes on the Athletic Director’s Honor Roll (3.0 or higher)
- 318 student-athletes recognized as Red and Black Scholars (3.25 GPA or higher)
- 175 student-athletes named to the Dean’s List (3.5 GPA or higher)
- 51 student-athletes named Dean’s Scholars (4.0 GPA)
- UofL is one of only six schools to receive the American Football Coaches Association Academic Achievement Award
- Men’s Soccer earned the United Soccer Coaches Team Academic Award for the second-straight year

Mr. Mitchell thanked his staff and team, specifically Messrs. Sallade and Ruffin, before introducing Blanton Creque, a fifth-year kicker on the UofL Football team.

Mr. Creque is the school’s top kickers, ranks sixth all-time in points scored with 253, and stands fourth in school history with 43 made field goals.

Mr. Creque thanked the board for the opportunity to discuss with directors his involvement as president of the UofL Student-Athlete Advisory Committee (SAAC), which meets monthly to discuss ways to improve the student-athlete experience. He thanked AD Tyra and his leadership team for their advocacy and willingness to increase transparency and provide collaboration across the various sports teams.

Chair Pro Tem Wise thanked the Athletic Director, his staff, and Mr. Creque for their reports.

IV. Report of the Chair

In Dr. Bendapudi's absence, Chair Pro Tem reminded board members about the Red and Black Scholar reception on February 16, 2020 to celebrate the academic accomplishments of student athletes.

Prof. Wise then announced that she would not pursue a fifth term as Faculty Athletics Representative (FAR) to the NCAA. Her appointment ends June 30, 2020, and she encouraged eligible faculty members to apply for the position.


Prof. Wise thanked the board for the privilege and honor of working with and fostering relationship with faculty, staff, and student-athletes for the past 20 years. She received a round of applause from her colleagues.

V. Adjournment

Having no other business to come before the board, Dr. Bradley made a motion, which Dr Wright seconded, to adjourn the meeting.

The motion passed and the meeting adjourned at 10:49 a.m.

Approved by:


Signature on file
Assistant Secretary

RECOMMENDATION TO THE BOARD OF TRUSTEES AND THE
EXECUTIVE COMMITTEE OF THE BOARD OF DIRECTORS
OF THE ATHLETIC ASSOCIATION, INC. REGARDING
NAMING RIGHTS OF CARDINAL STADIUM

ULAA Executive Committee – October 24, 2019
Board of Trustees – October 24, 2019

RECOMMENDATIONS:

The President recommends that the Board of Trustees authorize the President to execute a mutual termination agreement with John H. Schnatter, as described in the form, **attached**.

The President also recommends that the ULAA Board of Directors approve the payments to John H. Schnatter, as described in the Terms of the agreement, as **attached**, in accordance with the Financial Transactions Policy approved October 18, 2019.

BACKGROUND:

Mr. Schnatter and the University are parties to an Agreement, dated May 16, 1996, and subsequently amended September 26, 2000, August 27, 2007, and March 4, 2016, pursuant to which Mr. Schnatter agreed to make certain contributions to the University and the University granted certain naming rights to Mr. Schnatter in connection with the University's football stadium. The University has agreed to pay Mr. Schnatter \$9.5 million over the next 5 years in satisfaction of the 23 years remaining on that agreement.

ULAA BOARD ACTION:

Passed X

Did Not Pass _____

Other _____

Signature on file _____

Assistant Secretary _____

BOARD ACTION:

Passed X

Did Not Pass _____

Other _____

Signature on file _____

Assistant Secretary _____

MUTUAL TERMINATION AGREEMENT

This **MUTUAL TERMINATION AGREEMENT** (“Termination Agreement”) is made and entered on this ____ day of September, 2019 (the “Effective Date”), by and among John H. Schnatter, an individual resident of the Commonwealth of Kentucky (“Schnatter”), and the University of Louisville, an agency and instrumentality of the Commonwealth of Kentucky (the “University”). The University and Schnatter may be referred to herein collectively as the “Parties” and each individually as a “Party”.

BACKGROUND

A. Schnatter and the University are parties to that certain Agreement, dated May 16, 1996, as amended by that certain Amendment to Agreement, dated September 26, 2000, and by that certain Second Amendment to Agreement, dated August 27, 2007, and by that certain Third Amendment to Agreement dated March 4, 2016 (collectively, the “Agreement”), pursuant to which Schnatter agreed to make certain contributions to the University and the University granted certain naming rights to Schnatter in connection with the University’s football stadium (the “Stadium”).

B. As of the Effective Date, the Parties mutually desire to terminate the Agreement subject to the terms and conditions set below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

TERMS

In consideration of the foregoing, the Parties, intending to be legally bound, agree as follows:

- 1. Defined Terms.** Capitalized terms used in this Termination Agreement but not otherwise defined in this Termination Agreement shall have the meanings assigned to them in the Agreement.
- 2. Termination.** As of the Effective Date, the Parties agree and acknowledge that the Agreement shall be cancelled, terminated and rendered of no further force or effect whatsoever, and all continuing rights and obligations of the Parties under the Agreement are rendered null and void. The University shall bear all costs and expenses associated or incurred in removing Schnatter’s name or likeness from the Stadium.
- 3. Payment.** Within fifteen (15) days after the Effective Date, the University shall make a payment to Schnatter in the amount of One Million Five Hundred Thousand Dollars and 00/100 cents (\$1,500,000.00). Further, thereafter, the University shall make additional payments to Schnatter in the following amounts and on the following dates:

Payment Date	Payment Amounts
July 15, 2020	\$2,000,000.00
July 15, 2021	\$2,000,000.00
July 15, 2022	\$2,000,000.00
July 15, 2023	\$2,000,000.00

All payments due under this Section 3 shall be paid by the University by wire transfer in immediately available U.S. funds to an account designated in writing by Schnatter.

4. **Release by the Parties.** As of the Effective Date and except for the obligations hereunder, each Party fully and forever remises, releases, acquits, and discharges the other Party, and its respective administrators, representatives, heirs, successors, and assigns, and each of them, of and from any and all claims, demands, actions, liabilities, damages, obligations, causes of action, assessments, sums of monies and controversies of every kind and description, resulting from, arising out of or in any manner connected with the Agreement, whether known or unknown, accrued or unaccrued, fixed, absolute, contingent or otherwise.

5. **Confidential Nature of Termination Agreement.** Subject to applicable law, the Parties acknowledge the confidential nature of the terms and conditions of this Termination Agreement and each Party agrees that he/it shall not disclose any such information to any person or entity, except to their respective attorneys, accountants and other advisors who need to know such information and agree to maintain confidentiality prior to any disclosure to them. Notwithstanding the foregoing, on the Effective Date, the Parties agree to release to the local media and press the “Joint Press Release” attached hereto as Exhibit “A”.

6. **No Third Party Beneficiaries.** This Termination Agreement shall be binding upon and inure to the benefit of the Parties and permitted assigns. Nothing in this Termination Agreement is intended, nor shall be deemed, to confer any benefits on any third party, including, without limitation any related persons or entities over which the Parties have or previously had ownership interest, nor shall such person or entity have any right to seek, enforce or recover any right or remedy with respect hereto.

7. **Nondisparagement.** Neither Party shall make, publish, or communicate to any person or entity or in any public forum any comments or statements (written or oral) that denigrate or disparage, or are detrimental to, the reputation or stature of the other Party. This Section 7 shall not prevent truthful testimony given under oath.

8. **Attorney’s Fees and Expenses.** If a Party shall at any time be in breach of this Termination Agreement, and if a Party shall, in his or its sole discretion, deem it necessary to engage attorneys to enforce the rights hereunder, the breaching Party shall reimburse the other Party for the reasonable expenses incurred thereby, including, without limitation, reasonable attorney’s fees and legal costs as awarded by a court of competent jurisdiction.

9. **Representation by Counsel.** The Parties have had adequate opportunity to consult with counsel prior to their execution of this Termination Agreement.

10. **Governing Law and Forum Selection.** This Termination Agreement will be construed and enforced in accordance with the laws of the Commonwealth of Kentucky, without regard to Kentucky’s conflicts of law principles. The Parties agree that any legal proceeding relating to this Termination Agreement or the enforcement of any provision herein shall be exclusively brought and litigated in the appropriate state courts sitting and having jurisdiction in Franklin County, Kentucky. The Parties irrevocably waive any and all defenses to the enforcement of this forum

selection clause including, but not limited to, lack of personal jurisdiction, lack of proper venue and inconvenient forum.

11. Counterparts. This Termination Agreement may be executed in one or more counterparts, each of which shall constitute an original copy. A true and complete facsimile copy of this Termination Agreement and any signature affixed hereto shall be legally effective for all purposes.

12. Binding Effect. This Termination Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

13. Authority. The University represents to Schnatter that the execution, delivery and performance of this Termination Agreement has been duly authorized by all necessary agency action and constitutes the valid and binding obligations of the University, enforceable against it in accordance with its terms.

14. Amendment. No amendment of or modification to this Termination Agreement shall be valid unless the same shall be in writing and signed by the Parties.

15. Assignment. Neither this Termination Agreement, nor any of its rights or obligations hereunder, shall be assigned (by operation of law or otherwise) without the other Party's prior written consent.

16. Entire Agreement. This Termination Agreement contains the entire agreement and understanding between and among the Parties and supersedes any prior agreement and negotiations between or among them with respect to the subject matter hereof. The waiver of any breach of any term or condition of this Termination Agreement shall not be deemed to be a waiver of any other breach of the same or any other term or condition hereof.

17. Captions. All captions in this Termination Agreement are included for purposes of convenience only and shall in no way define, limit, extend or describe the scope of this Termination Agreement, or the intent of any provision hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement to be effective as of the Effective Date set forth in the Preamble above.

JOHN H. SCHNATTER
(“Schnatter”)

UNIVERSITY OF LOUISVILLE
(“University”)

By: _____

John H. Schnatter

Print Name: _____

Title: _____

MUTUAL TERMINATION AGREEMENT

EXHIBIT "A"

The University of Louisville announces that it has reached an agreement with John Schnatter to terminate his Cardinal Stadium sponsorship agreement. The University has agreed to pay Mr. Schnatter \$9.5 million over the next 5 years in satisfaction of the 23 years remaining on the agreement. We appreciate Mr. Schnatter's cooperation and community spirit in resolving this matter in a fair and equitable way and thank him for his years of support.

RECOMMENDATION TO THE UofL ATHLETIC ASSOCIATION BOARD OF DIRECTORS
AND UofL BOARD OF TRUSTEES REGARDING THE CONSTRUCTION OF THE
CARDINAL STADIUM FANZONE

ULAA Executive Committee – December 12, 2019
Board of Trustees Finance Committee – December 12, 2019
Board of Trustees Executive and Compensation Committee – December 12, 2019

RECOMMENDATION:

The Athletic Director recommends the Board of Directors approve the construction of a “Fanzone” at Cardinal Stadium.

BACKGROUND:

Focusing on improving the overall gameday experience for fans, Athletics would like to construct a fan engagement area in the parking lot south of Central Avenue. A portion of the parking lot would be allocated for the “Fanzone.” The main focus of the Fanzone is to create an interactive area that fans of all ages could visit pre and post-game. Fanzone amenities could include:

- Turf field for kids and families to play
- Playground
- Tent anchors to erect game-day tailgating areas
- Large LED screens to view other football games
- Stage for bands/entertainers
- Electrical infrastructure to support concessions, staging, etc
- Location for local food trucks

Cost estimates for the project are being compiled but the project will not exceed \$1 million. Sources of funding include private donations and sponsorships. The space will provide opportunities for additional operating income during the year.


Pursuant to the financial transactions policies approved by the Board of Trustees and the ULAA Board of Directors on April 18, 2019 and October 18, 2019, respectively, this action requires the approval of both boards.

ULAA COMMITTEE ACTION:

Passed X

Did Not Pass _____

Other _____

 Signature on file _____


Assistant Secretary

ULAA BOARD ACTION:

Passed X

Did Not Pass _____

Other _____

 Signature on file _____


Assistant Secretary

BOARD OF TRUSTEES ACTION:

Passed X

Did Not Pass _____

Other _____

 Signature on file _____

Assistant Secretary

RECOMMENDATION TO THE UofL ATHLETIC ASSOCIATION BOARD OF DIRECTORS
AND UofL BOARD OF TRUSTEES REGARDING
THE WI-FI UPGRADE AT CARDINAL STADIUM

ULAA Executive Committee – December 12, 2019
Board of Trustees Finance Committee – December 12, 2019
Board of Trustees Executive and Compensation Committee – December 12, 2019

RECOMMENDATION:

The Athletic Director recommends the Board of Directors approve the allocation of funds to upgrade the Wi-Fi capabilities at Cardinal Stadium.

BACKGROUND:

Since the opening of Cardinal Stadium in 1998, public Wi-Fi access has not been widely available to fans while attending football games. Very limited Wi-Fi has been installed and modified over the years in very select locations within the stadium. These locations are not suitable for the high number of fans in attendance. With the switch to mobile ticketing in 2021, increased demand for in-game streaming, use of 5G ticket scanners at the stadium entry gates, and the ability for fans to download tickets prior to entering the stadium, a full stadium Wi-Fi system needs to be designed and installed to improve the fan experience.

Utilizing a state contract with AT&T, Athletics will engage AT&T in December to begin this upgrade. The quick turnaround is required to have all parts ordered and the project completed before the first game next season. The project includes the installation of 800-1000 access points throughout the stadium and in portions of the adjacent parking lot.


The estimated cost of the project is between \$3 million and \$4 million and will be financed through an operating lease with terms to be finalized and approved by the ULAA Board of Directors and the UofL Board of Trustees.

This project was included in the Six-Year Capital Plan approved by the Board of Trustees on October 24, 2019.

Pursuant to the financial transactions policies approved by the Board of Trustees and the ULAA Board of Directors on April 18, 2019 and October 18, 2019, respectively, this action requires the approval of both boards.


ULAA COMMITTEE ACTION:

Passed X
Did Not Pass _____
Other _____

  _____
Signature on file
Assistant Secretary


ULAA BOARD ACTION:

Passed X
Did Not Pass _____
Other _____

  _____
Signature on file
Assistant Secretary

BOARD OF TRUSTEES ACTION:

Passed X
Did Not Pass _____
Other _____

  _____
Signature on file
Assistant Secretary

RECOMMENDATION TO THE UofL ATHLETIC ASSOCIATION BOARD OF DIRECTORS
REGARDING REVISED BYLAWS

ULAA Board of Directors – January 17, 2020
ULAA Members (Board of Trustees) – January 23, 2020

RECOMMENDATION:

The President recommends the Board of Directors approve revised bylaws of the UofL Athletic Association, Inc, as **attached**.

BACKGROUND:

Over the past nine months, the President and the ULAA Directors reviewed potential bylaw revisions which provide the President more agility and control over the decision-making processes of the Board, while also providing her and the Athletic Director the opportunity for collaboration with and input from the multiple and varied constituents of University Athletics.

Additionally, the changes were informed and governed by the requirements of the NCAA Constitution, which establishes the framework for “Institutional Control” which must reside with the President of an institution. Multiple meetings were held and input was solicited from every interested director.

Under the Articles of Incorporation, the University Trustees serve as the corporate members of ULAA, with the sole identified duties to amend the ULAA Articles or amend the ULAA Bylaws. Accordingly, by special meeting called by the Chair of the Trustees, acting in their capacity as Members of the ULAA Corporation, the bylaws may only be properly amended by 2/3 majority vote.

On January 17, 2020, the ULAA Board of Directors proposed and approved amendments to the revised bylaws, and those revisions are also included in the attached.

ULAA BOARD ACTION:

Passed X

Did Not Pass

Other

 DS
Signature on file
Assistant Secretary

ULAA CORPORATE MEMBERS (BOT) ACTION:

Passed X

Did Not Pass

Other

 DS
Signature on file
Assistant Secretary

**BYLAWS
OF THE
UNIVERSITY OF LOUISVILLE ATHLETIC ASSOCIATION, INC.**

ARTICLE I

Offices

Section 1.1. Principal Office. The principal office and place of business of the Corporation in the Commonwealth of Kentucky shall be located in the City of Louisville. The Corporation may have such other offices, either within or without the Commonwealth of Kentucky, as the business of the Corporation may require from time to time.

Section 1.2. Registered Office. The registered office of the Corporation shall be in the City of Louisville, County of Jefferson, in the Commonwealth of Kentucky. The address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Scope of Corporation

The Corporation shall have control of the program in intercollegiate athletics pursuant to the terms of a written contract with the University of Louisville and shall act as the business and financial agency of that program. The Board of Directors shall have authority to:

- a) Adopt and enforce the necessary rules and regulations governing all questions pertaining to the eligibility of players, intercollegiate relations, and membership in associations of universities and colleges organized for the regulation of athletics;
- b) Be responsible for the business management of all activities, i.e., purchase, lease, receive, own, sell, and convey real and personal property of all kinds, particularly equipment necessary or convenient for participation in athletic training, games and contests provided, however, that any business transactions involving capital expenditures shall be handled through the Vice President for Finance and Administration of the University of Louisville;
- c) Recommend the employment by the University of Louisville of the Vice President for Athletics, and the Associate Athletic Director(s), and delegate authority to the Athletic Director for the Corporation to hire other persons necessary for carrying out the purposes of the Corporation except where other provisions of these by-laws govern specific appointments or where financial obligations of such employment arrangements require action of the Board of

- Directors to qualify for safe harbor treatment under IRS intermediate sanctions regulations;
- d) Schedule, hold and conduct amateur athletic exhibitions, games and contests, make same open and accessible to the general community, and to establish ticket prices and receive admission fees for these events;
 - e) Conduct, receive, and accept donations by gift or trust, and to acquire in any other legal manner monies and properties for investment purposes;
 - f) Borrow money, guarantee debts, and give its notes or other obligations therefore and to secure payment thereof by pledging, assigning or mortgaging any property it may own;
 - g) Market and promote University of Louisville intercollegiate athletic activities;
 - h) Establish programs and enforce rulings in compliance with all pertinent federal and state laws and regulations including Title IX, National Collegiate Athletic Association (NCAA) governance, and Atlantic Coast Conference policies [and] consistent with the goals approved by the Board of Trustees of the University for intercollegiate athletics; and
 - i) Engage in any other lawful acts necessary to carry out the objectives and purpose of the Corporation.

ARTICLE III

Governing Bodies and Committees

Section 3.1. Board of Directors. The governance of the Corporation shall be vested in a Board of Directors composed of the following membership:

- a) The President of the University of Louisville, with a term coterminous with the individual's term as president;
- b) The Faculty Athletics Representative to the NCAA ("FAR"), with a term coterminous with the individual's term as FAR;
- c) Eight (8) faculty, each with a three-year term, six of whom are elected from the Faculty Assembly in accordance with the procedures established by the Board (**Addendum 1**), and two appointed by the President in consultation with the Chair of Faculty Senate;
- d) Four (4) administrators, each with a one-year term, appointed by the President;
- e) Two (2) vice presidents, each with a one-year term, appointed by the President;

- f) Two (2) University trustees, each with a one-year term, appointed by the Chair of the Board of Trustees (but with the understanding that normally an incumbent will be reappointed for at least one additional term);
- g) Two (2) students, each with a one-year term, who are full-time members of the University of Louisville student body, appointed by the President of the University from the nominations provided by the UofL Student Government Association;
- h) One (1) staff member, for a one-year term, to be appointed by the President from the nomination provided by the UofL Staff Senate; and
- i) Eight (8) at-large members, each with a three-year term, to be appointed by the President on the basis of needed expertise, competency, and commitment to the University of Louisville.

The term of office shall begin on July 1. If for any reason there is a change in the status of a Director (which shall include changes from full- to part-time University employment, faculty to administrator or vice versa, extended leaves of absence, or termination of employment), except for directors specified in Section 3.1(f), the directorship shall become vacant, and the President shall appoint a replacement for the remainder of the vacated term using the following procedures:

for elected faculty, appointment would be made after consultation with the Chair of the Faculty Senate;

for appointed students, after consultation with the President of the Student Government Association;

for appointed staff, after consultation with the Chair of the Staff Senate.

Notwithstanding the above, if any of the eight faculty directors receives an approved sabbatical, medical or other leave of absence, the President, upon consultation with the faculty director, may appoint a temporary replacement during such absence.

If a vacancy occurs among the trustee directors, the Chair of the Board of Trustees shall appoint a trustee to fill the vacant directorship.

Section 3.2. Executive Committee. There shall be an Executive Committee appointed by the Chair of the Board of Directors composed of the following:

- a) the Chair or the Chair's designee;
- b) the FAR;

- c) One (1) vice president;
- d) One (1) administrator, who may also hold a faculty appointment;
- e) One (1) faculty member;
- f) One (1) trustee;
- g) One (1) at-large member; and
- h) the Responsible Officer (non-voting, ex officio).

The Committee shall act for the Board of Directors in the interim between regular meetings of the Board. The delegation of power and authority from the Board of Directors to the Executive Committee shall be, as determined by the Board, subject to the limitations imposed by law.

Powers of the Committee shall not extend to amending, altering or repealing the bylaws; amending the articles of incorporation, restating articles of incorporation, adopting a plan of merger, or adopting a plan of consolidation with another corporation; authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation; authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; adopting a plan for the distribution of the assets of the Corporation; or amending, altering or repealing any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

Section 3.3. Finance and Budget Committee. There shall be a Finance and Budget Committee, appointed by the Chair of the Board of Directors from the membership of the Board, and chaired by the Treasurer. It shall be the function of this Committee to recommend the annual operating budget of the Corporation and all financial policy to the Corporation's Board of Directors.

Section 3.4. Personnel Committee. There shall be a Personnel Committee, appointed by the Chair of the Board of Directors from the membership of the Board. The functions of this committee shall be (i) to recommend the employment of the Athletic Director and the Associate Athletic Director(s) and (ii) to conduct a review annually of the performance of the Athletic Director and submit its review to the Board of Directors and to the President for the President's consideration.

Section 3.5. Committee on Academic Performance. There shall be a Committee on Academic Performance composed of the faculty members of the Board of Directors and chaired by the FAR. The Committee will have the authority to examine and evaluate the academic performance of all candidates for intercollegiate athletic teams, to determine their eligibility for competition in intercollegiate athletic teams, to determine their eligibility for competition in intercollegiate athletics in accordance with NCAA Constitution, Article 2, and to take any other action regarding such candidates as may seem necessary or appropriate in the circumstances. Any resulting determinations or actions shall be based upon the academic standards and regulations of the University and its academic units.

Section 3.6. Other Committees. The Chair of the Board of Directors may appoint such other committees for specified purposes as the Chair deems appropriate.

ARTICLE IV

Faculty Athletics Representative

Section 4.1. Appointment of the Faculty Athletics Representative. The Faculty Athletics Representative, herein referred to as the “FAR,” shall be appointed by the President of the University. The FAR shall be a tenured member of the faculty of the University, or a faculty member with administrative function, and shall not hold an administrative or coaching position in the athletics department.

Section 4.2. Term of Appointment. The Faculty Athletics Representative shall be appointed by the President for a five-year term, the terms of which shall be negotiated between the President and the FAR and reported to the University Provost.

Section 4.3. Review. During the fifth year of service, the Faculty Athletics Representative shall be reviewed by a committee appointed for that purpose by the President, with representation from the Faculty Senate and the Athletics Department. However, the President may request a review of the service of the FAR at any time during the term of the FAR. A review of service of the FAR may be initiated by the Faculty Senate. The results of any such review shall be submitted in writing to the President of the University and to the Chair of the Faculty Senate.

Section 4.4. Duties. The duties of the Faculty Athletics Representative shall be to do the following:

- a) Maintain a working knowledge of the NCAA rules and bylaws;
- b) Advise the President on matters related to intercollegiate athletics;
- c) Represent the University at NCAA and conference meetings, as appropriate;
- d) Promote academic achievement among student athletes and full institutional commitment to their academic welfare;
- e) Serve on the Board of Directors and Chair the Committee on Academic Performance of the Board of Directors;
- f) Make decisions on academic eligibility for practice, financial aid, and intercollegiate competition, both initial and continuing;

- g) Report to the Faculty Senate bi-monthly on matters related to intercollegiate athletics and the responsibilities of the FAR;
- h) Monitor the development of periodic statistical reports on the academic preparation and performance of student-athletes for each intercollegiate sports team;
- i) Assist with the coordination of institutional compliance and rules education activities among campus units outside the athletics department including, but not limited to, the offices of academic deans, student financial aid, undergraduate admissions, and registration;
- j) Consult on institutional investigations of allegations of rules violations, as appropriate;
- k) Maintain direct, regular contact, as appropriate, with student-athletes and the student-athlete advisory committee;
- l) Establish positive working relationships with the director of athletics, senior women's administrator, compliance administrator, director of academic services for athletics, director of admissions, registrar, director of student financial aid, and director of career counseling;
- m) Consult, as appropriate, on employment of senior athletics department administrators and head coaches;
- n) Promote campus-wide understanding of the role of intercollegiate athletics at the University.

ARTICLE V

Officers

Section 5.1. Principal Officers. The Officers of the Corporation shall be a Chair and Vice Chair of the Board of Directors, President, Secretary, Treasurer, a Responsible Officer, and such other officers as the Board of Directors may elect from time to time. The President of the University of Louisville shall be Chair of the Board of Directors. The Responsible Officer shall be the Vice President for Athletics of the University. All other officers of the Board of Directors shall be elected by the Board at its annual meeting and shall serve until their successors are elected and accept office.

Section 5.2. Chair of the Board of Directors and President. The President of the University shall serve as Chair of the Board of Directors and President of the Corporation. The Chair of the Board of Directors shall preside at all meetings of the

Board of Directors and shall perform such other duties and have such additional powers as may from time to time be prescribed by the Board of Directors, consistent with the requirements of the NCAA and the athletic conference of which the University is a member. The Chair shall call the regular, special, and annual meetings of the Board of Directors in accordance with these bylaws.

Section 5.3. Vice Chair of the Board of Directors and Vice President. The Vice Chair of the Board of Directors shall serve as Vice President of the Corporation, and shall perform all the duties and have all the powers of the Chair during the absence of the latter and shall perform such other duties and have such additional powers as may from time to time be prescribed by the Board of Directors.

Section 5.4. Secretary. The Secretary shall keep the minutes and records of all proceedings of the Board of Directors. He shall make and keep a proper record thereof which shall be attested by him. In addition, the Secretary shall keep other such books and records as may be required of him by the Board of Directors and shall have charge of the corporate seal. The Secretary shall see that notices are duly given in accordance with these bylaws. He shall generally perform such other and further duties as may be required of him by the Board of Directors. Such duties may be performed by an Assistant Secretary under the supervision of the Secretary.

Section 5.5. Treasurer. The Treasurer shall chair the Finance and Budget Committee and shall have general supervision over the financial matters of the Corporation. The Treasurer shall see that reports as to the financial conditions of the Corporation are made at each regular meeting of the Board of Directors, or at such other times as may be required by the Board of Directors. The Treasurer generally shall perform such other and further duties as may be required of him by the Board of Directors. Such duties may be performed by an Assistant Treasurer under the supervision of the Treasurer.

Section 5.6. Responsible Officer. The Vice President for Athletics for the University of Louisville, or the person acting as such by whatever title designated, shall be the Athletic Director and Responsible Officer of the Corporation and shall be a non-voting member, ex-officio, of all committees of the Corporation.

Section 5.7. Agents and Employees. The Board of Directors shall have the power to appoint such agents and employees as the Board may deem necessary for transaction of the business of the Corporation.

Section 5.8. Compensation. Directors shall not receive compensation from the Corporation, but may receive reimbursement for expenditures made in the performance of their official duties, as authorized from time to time by the Board.

Section 5.9. Requirement of Bonds. The Board of Directors may require any officer or agent to file with the Corporation a satisfactory bond conditioned for faithful performance of his duties.

Section 5.10. Removal of Officers, Agents, and Employees. Any officer, agent, or employee elected or appointed by the Directors may be removed by the Directors whenever in their judgment the best interests of the Corporation will be served thereby. The removal of an officer, agent, or employee shall be without prejudice to the contract rights, if any, of the officer, agent, or employee so removed. Election or appointment of an officer, agent, or employee, shall not of itself create contract rights.

Section 5.11. Indemnification. The Corporation shall, to the fullest extent permitted, by and in accordance with the provisions of, the Kentucky Revised Statutes, Chapter 273 (or corresponding provisions of any subsequent state laws), indemnify each director, officer and member of the Corporation against expenses (including attorney's fees), judgements, taxes, fines and amounts paid in settlement incurred by such person in connection with, and shall advance expenses (including attorney's fees) incurred by such person in defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative) to which such person is, or is threatened to be made, a party by reason of the fact that such person is or was a director, officer, or member of the Corporation, or is or was serving at the request of the Corporation as a director or officer, member, partner, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise. Advancement of expenses shall be made upon receipt of an undertaking, with such security, if any, as the Board of Directors may reasonably require, by or on behalf of the person seeking indemnification or repay amounts advanced if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized herein.

Section 5.12. Nonexclusivity of Indemnification. The indemnification provided for by this Bylaw shall not be deemed exclusive of any other rights to which directors, officers, or members of the Corporation may be entitled under any statute, agreement or action of the Board of Directors of the Corporation, or otherwise, and shall continue as to a person who has ceased to be a director, officer, or member of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 5.13. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, or member of the Corporation, or is or was serving at the request of the Corporation as a director, officer, member, partner, employee or agent of another domestic or foreign corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in such capacity or arising out of such person's status as such, whether or not the Corporation would have the power or be obligated to indemnify such person against such liability under the provisions of this Bylaw or Kentucky Revised Statutes Chapter 273 (or corresponding provisions of any subsequent state laws.)

ARTICLE VI

Meetings

Section 6.1. Annual Meeting of the Board of Directors. The annual meeting of the Board of Directors shall be held during the month of October of each calendar year at the call of the Chair of the Board. At each annual meeting, the Board of Directors shall elect its officers to serve for terms of one year each and until their respective successors are elected and accept office.

Section 6.2. Regular Meetings of the Board of Directors. Regular meetings of the Board of Directors shall be held quarterly in the months of January, April, and June and at the call of the Chair of the Board.

Section 6.3. Special Meetings of the Board of Directors. Special meetings of the Board of Directors shall be held at the call of the Chair or at the request of one-half of the members of the Board of Directors.

Section 6.4. Notice of Meetings of the Board of Directors. At least three days notice, orally, in writing, or by email, of each annual, regular, and special meeting of the Board of Directors shall be given by the persons calling it or by the Secretary to the members of said Board of Directors, but such notice may be waived by any person entitled thereto. Attendance of a member of the Board of Directors at any meeting shall constitute waiver of notice of such meeting, except when such member attends the meetings for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The purpose of any regular or special meeting of the Board of Directors shall be specified in the notice.

Section 6.5. Quorum of the Board of Directors. A quorum shall be a majority of the Directors, provided more than half of the group constituting the quorum are the University faculty and administrative members, thus satisfying the NCAA requirements for “institutional control and responsibility” (NCAA Constitution, Article 6); but in the absence of a quorum, a meeting may be adjourned from time to time by consent of a majority of the voting members present, without notice other than by announcement at the meeting.

Section 6.6. Quorum of the Executive Committee. A quorum shall be a majority of the Executive Committee, provided more than half of the group constituting the quorum are the University faculty and administrative members, including the President, thus satisfying the NCAA requirements for “institutional control and responsibility” (NCAA Constitution, Article 6). At a meeting at which a quorum is present, the Executive Committee may take action by a majority vote; provided, however, that such action requires the affirmative vote of the President.

Section 6.7. Organization of Meetings of the Board of Directors. The Chair of the Board of Directors shall preside at all meetings thereof. In the Chair's absence, the Vice Chair shall preside, but if both of them be absent, a Chair pro tempore shall be chosen at the meeting from among the voting members of the Board of Directors there present. The Secretary of the Board of Directors shall act as Secretary of all meetings thereof, but if he be absent, the Chair shall appoint a Secretary pro tempore.

Section 6.8. Executive Committee Meetings. Meetings of the Executive Committee shall be held as often as necessary. Meetings shall be held upon call of its Chair subject to the notice described in Section 6.9.

Section 6.9. Committee Meetings. Before any committee meeting, the Chair of the committee shall, orally or in writing, give at least three days notice to each member of the committee, stating the time, place and purpose thereof. Any committee having any of the power of the Board of Directors shall keep the minutes of its meeting, which shall become part of the minutes of the Corporation upon approval by the Committee. The transactions of each committee during the interim between Board of Directors meetings shall be reported to the next regular meeting of the Board of Directors by the Chair of the respective committees.

ARTICLE VII

Miscellaneous

Section 7.1. Amendments. The Board of Directors may alter, amend or repeal the bylaws of the Corporation at any regular or special meeting at which a quorum is present by the vote of a two-thirds majority of the entire voting membership of the Board of Directors. Formal notification of all proposed changes to the bylaws must be submitted in writing to the Board of Directors at least two calendar weeks before a vote is taken. Changes in the bylaws must be approved by a two-thirds vote of the Board of Trustees of the University who shall be the Members of the Corporation.

Section 7.2. Fiscal Year. The fiscal year of the Corporation shall be the same as that of the University of Louisville.

Section 7.3. Seal. The Corporation may adopt a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, and the words "Commonwealth of Kentucky," and the word "Seal."

Section 7.4. Waiver of Notice. Whenever any notice is required to be given under the provisions of these bylaws or under the provisions of the laws of the Commonwealth of Kentucky, a waiver thereof in writing, signed by the person or persons entitled to such

notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice.

Section 7.5. Construction. Unless the context specifically requires otherwise, any reference in these bylaws to any gender shall include the other gender; any reference to the singular shall include the plural; and any reference to the plural shall include the singular.

Section 7.6. Meetings and Records. All meetings of the Corporation shall be considered public meetings and its records as public records, except that strict confidentiality shall be observed with respect to any discussion, action, or communication of the Corporation dealing with contract negotiations, active or possible litigation, personnel matters, real estate matters, or the identity of donors and the nature and terms of gifts.

The above bylaws (including amendments) of University of Louisville Athletic Association, Inc. were adopted by the Members of the University of Louisville Athletic Association as of January 23, 2020

Signature on file _____
Assistant Secretary

ULAA Protocols for the Election and Selection of Faculty Seats

I. Elected Members

A. Eligibility of Faculty for Election or Selection

1. Full time faculty members from any of the units are eligible for election or selection, with the exception of those who are defined as “administrators” in **Redbook**, who are not eligible for election or selection. Faculty “with administrative functions,” as defined by **Redbook**, are eligible.

ULAA BYLAWS: Article III: Governing Bodies and Committees

Section 3.1. Board of Directors.

The governance of the Corporation shall be vested in a Board of Directors composed of the following membership:

- a) The President of the University of Louisville, with a term coterminous with the individual’s term as president;
- b) The Faculty Athletics Representative to the NCAA (“FAR”), with a term coterminous with the individual’s term as FAR;
- c) Eight (8) faculty, each with a three-year term, six of whom are elected from the Faculty Assembly in accordance with the procedures established by the Board ...and two appointed by the President in consultation with the Chair of Faculty Senate...

REDBOOK: Article 2.3 Other Administrators

Sec. 2.3.1 Definition and Classification of Administrators

A. Administrators

The term administrator as used in this document shall refer to the Executive Vice President and University Provost, the Vice Presidents, the Deans, and those persons who are designated by the President as having unit- or university-wide administrative functions of substantial significance to the University. All such administrators shall be appointed by the Board of Trustees on the recommendation of the President and shall serve at the pleasure of the Board.

B. Faculty with Administrative Functions

Those persons with faculty rank, other than deans, who are responsible for the administration of academic units and subunits such as academic departments and divisions shall be classified in this document along with assistant and associate deans as faculty with administrative functions. They are appointed by the Board on the recommendation of the President and serve in their administrative roles at the pleasure of the Board.

2. Faculty seats shall be limited to two per unit who can serve at the same time, with the

exception of the FAR whose appointment shall not impact the unit representation on the Board of Directors.

3. A faculty member with a joint appointment must have his/her primary appointment in the unit he or she will represent and that unit must satisfy the above quota requirements.

B. Time of the Annual Election

1. Election of faculty seats on the Board shall be held each spring semester, with the new members to be named before Spring commencement, and their terms to begin on July 1.

C. Unit Selection of Candidates

1. The full time voting faculty of each unit shall hold an election to select its candidate/s before the general election.

2. Only one name from a unit shall be forwarded for the general election.

II. Members Selected by the President

A. The Faculty Athletics Representative

1. The Faculty Athletics Representative, herein referred to as the "FAR," shall be appointed by the President of the University. The FAR shall be a tenured member of the faculty of the University, or a faculty member with administrative function, and shall not hold an administrative or coaching position in the athletics department. (ULAA Bylaws Article IV, Section 4.1).

2. The Faculty Athletics Representative shall be eligible for re-appointment following a review as specified in the ULAA Bylaws (ULAA Bylaws Article IV, Sections 4.2 and 4.3).

B. Two Appointed Members

1. Two faculty seats "shall be appointed by the President." (ULAA Bylaws, Section 3.1).

2. CAP recommends that one Presidential Appointee represent the Faculty Senate to ensure good communication between the ULAA Board and the Faculty Senate.