

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF TRUSTEES OF THE
UNIVERSITY OF LOUISVILLE

December 8, 2021

In Open Session

Members of the University of Louisville Board of Trustees met in the Jefferson Room, Grawemeyer Hall, Belknap Campus, both in-person and virtually at 4:01 p.m., with members present and absent as follows:

Present: Ms. Mary Nixon, Chair
Mr. Jerry Abramson (via telephone)
Mr. Scott Brinkman
Dr. Raymond Burse
Mr. John Chilton
Mr. Al Cornish
Ms. Diane Medley
Ms. Ugonna Okorie
Ms. Diane Porter
Mr. James Rogers
Dr. David Schultz
Mr. John Smith
Ms. Sherrill Zimmerman

From the
University: Dr. Neeli Bendapudi, President
Dr. Lori Gonzalez, Executive Vice President and University Provost
Ms. Angela Curry, General Counsel and Vice President for Legal Affairs
Dr. Michael Wade Smith, Vice President for External Affairs and Chief of Staff
Mr. Jake Beamer, Dir. of Governance & Strategic Initiatives & Asst. Secretary

I. Call to Order

Chair Nixon called the roll. Having determined a quorum present, she called the meeting to order at 4:01 p.m.

Conflict of Interest Affirmation

The Chair reminded all members of the board of their responsibility to avoid conflicts of interest and appearances of conflicts of interest. She stated each member has received the agenda and related information for this Board of Trustees' meeting.

Chair Nixon requested if any board member knows of any conflict of interest or appearance of conflict of interest with respect to any matter coming before the Board of Trustees at this meeting, to please identify the conflict or appearance of conflict at this time.

No conflicts were identified.

Approval of Minutes, 12-6-2021

Mr. Cornish made a motion, which Ms. Zimmerman seconded, to approve the minutes of the December 6, 2021 meeting.

The motion passed.

II. Executive Session

Mr. Smith made a motion, which Mr. Brinkman seconded, to recess to executive session to discuss proposed or pending litigation and personnel matters pursuant to KRS 61.810(1)(c) and (f).

The motion passed and the open meeting recessed at 4:02 p.m.

III. Open Meeting Reconvenes

The open meeting reconvened at 4:20 p.m. Chair Nixon reported that the board discussed proposed or pending litigation and personnel matters.

Mr. Cornish made a motion, which Mr. Smith seconded, to approve the

President's recommendation that the Board of Trustees approve an addendum to the Employment Agreement of Vincent J. Tyra, as attached.


The motion passed unanimously.

IV. Adjournment

Having no other business to come before the board, Dr. Burse made a motion, which Mr. Cornish seconded, to adjourn.

The motion passed and the meeting adjourned at 4:21 p.m.

Approved by:


Signature on file _____
Assistant Secretary

MINUTES OF THE SPECIAL MEETING OF THE
BOARD OF TRUSTEES OF THE
UNIVERSITY OF LOUISVILLE

December 8, 2021

In Executive Session

Present: Ms. Mary Nixon, Chair
Mr. Jerry Abramson (via telephone)
Mr. Scott Brinkman
Dr. Raymond Burse
Mr. John Chilton
Mr. Al Cornish
Ms. Diane Medley
Ms. Ugonna Okorie
Ms. Diane Porter
Mr. James Rogers
Dr. David Schultz
Mr. John Smith
Ms. Sherrill Zimmerman

From the
University: Dr. Neeli Bendapudi, President
Dr. Lori Gonzalez, Executive Vice President and University Provost
Ms. Angela Curry, General Counsel and Vice President for Legal Affairs
Dr. Michael Wade Smith, Vice President for External Affairs and Chief of Staff
Mr. Jake Beamer, Dir. of Governance & Strategic Initiatives & Asst. Secretary

I. Call to Order

Chair Nixon called the Executive Session to order at 4:02 p.m.


II. Proposed or Pending Litigation and Personnel Matters

The President and General Counsel discussed proposed or pending litigation and personnel matters related to the potential contract violation of a university employee, which could lead to discipline or dismissal.

III. Adjournment

Mr. Cornish made a motion, which Dr. Burse seconded, to adjourn the executive session. The motion passed and the session adjourned at 4:17 p.m.

Approved by:



Signature on file
Assistant Secretary

RECOMMENDATION TO THE UNIVERSITY OF LOUISVILLE
BOARD OF TRUSTEES REGARDING AN ADDENDUM
TO THE ATHLETIC DIRECTOR'S CONTRACT

Board of Trustees – December 6, 2021

RECOMMENDATION:

The President recommends that the Board of Trustees approve an addendum to Athletic Director Vincent J. Tyra's contract, as [attached](#).

Board Action:

Passed X

Did Not Pass

Other

 ls
Signature on file
Assistant Secretary

EMPLOYMENT AGREEMENT ADDENDUM

This Addendum (“Addendum”) is between the University of Louisville (“University”), and Vincent J. Tyra (“Tyra”). The effective date of this Addendum shall be the last date provided on the signature page below.

WHEREAS, the University and Tyra wish to modify the Employment Agreement between the parties effective as of March 26, 2018 (the “Employment Agreement”), a true and correct copy of which is attached hereto as Exhibit 1, and, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, are entering into this Addendum to memorialize the agreed-upon modifications;

NOW, THEREFORE, the University and Tyra agree as follows:

1. **Notice.** Paragraph 13(e) of the Employment Agreement is hereby modified to allow for Tyra to terminate the Employment Agreement without providing 30 days’ advance written notice and to allow Tyra to reveal his termination of the Employment Agreement to individuals and entities other than his spouse, partner, agents, representatives or advisors immediately upon the effective date of this Addendum.

2. **Notification of Certain Communications and Non-Competition.** Paragraphs 14(d) and 14(e) are hereby deleted from the Employment Agreement and the University releases any claims under Paragraphs 14(d) and 14(e). All other provisions of Paragraph 14 of the Employment Agreement shall remain in full force and effect.

3. **Continued Cooperation.** The Employment Agreement is amended to add the following language: Tyra hereby agrees that he will provide reasonable cooperation and support in connection with any litigation, administrative actions, investigations, or other legal matters, including, but not limited to, serving as a witness in any matters involving the University or any matter in which the University is a subject of any investigation, citation, lawsuit, charge, complaint or other action, or where such action has been threatened against the University; provided, however, such cooperation shall not require an unreasonable amount of Tyra’s time. Tyra further agrees that, except to the extent compelled by law or compelled in any legal proceeding, he will not communicate with any party or attorney adverse to the University with respect to any pending or threatened investigation, administrative action, litigation, or legal action without first providing two weeks’ notice to the General Counsel of the University of Louisville. The University hereby agrees to reimburse Tyra for all reasonable expenses associated with any travel, preparation, or participation in connection with any litigation, administrative action, investigation, or other legal matters involving the University. This provision shall survive any expiration or termination of the Agreement.

4. **General Release.** The Employment Agreement is hereby amended to add the following language: In exchange for the above modification of Paragraph 13(e) of the Employment Agreement as well as the deletion of Paragraph 14(d) and Paragraph 14(e) of the Employment

Agreement, Tyra agrees to release the University from any and all claims he has or might have as of the effective date of this Addendum, by which he is giving up the opportunity to recover any compensation, damages, or any other form of relief in any proceeding brought by Tyra or on Tyra's behalf; provided, however, notwithstanding the foregoing or anything herein to the contrary, nothing in this Agreement shall be deemed a release of the Reserved Claims (as hereinafter defined), all of which are hereby reserved by Tyra. As used herein, the "Reserved Claims" means any claim, damage, liability, right, action or cause of action of whatever kind or nature that Tyra has or may have related to, arising out of or pursuant to (a) a future breach of the Employment Agreement (as modified by this Addendum) by the University, (b) any right of Tyra to indemnification as a current or former officer or employee of the University pursuant to applicable law, the University's Articles of Incorporation, bylaws, policies, rules, procedures, practices and directives, or otherwise, (c) any directors and officers liability insurance policy (or similar policy) in effect from time to time providing coverage for current or former officers or employees of the University, or (d) any rights to vested benefits, such as pension or retirement benefits, the rights to which are governed by the terms of the applicable plan documents.

5. Board Approval. The University hereby represents and warrants to Tyra that (a) this Addendum was approved by the governing boards of the University and the University of Louisville Athletic Association, Inc. or, if not so approved, does not require such approval(s), and (b) this Addendum constitutes the legally valid and binding obligation of the University, enforceable against the University in accordance with its terms.

<signatures appear on the following page>

Vincent J. Tyra:

DATED: _____

(Signed)

University of Louisville

DATED: _____

By: _____
Neeli Bendapudi, Ph.D.
President

DATED: _____

By: _____
Mary R. Nixon
Chair, Board of Trustees