DELIVERY VIA REGISTERED MAIL

October 20, 2017

Thomas M. Jurich
[redacted]

Dear Mr. Jurich,

The Board of Trustees of the University of Louisville (the "Board") has authorized me to provide you with Notice of your termination for cause pursuant to Section 6.3 of the Employment Contract with the University of Louisville dated October 1, 2007 ("Contract"). The termination is effective today, October 20, 2017.

The Board of Trustees' decision to terminate your employment for cause was made only after the consideration of extensive information and weeks of thoughtful deliberation. The Board recognized your many accomplishments over the years and was keenly aware of the gravity of the matter before it. That said, in exercising its fiduciary duty, the Board made the decision that it, in good faith, deemed to be in the best interest of the University.

Your Contract and the Position Description approved by the Board of Trustees in November 2003 require you to perform the duties of Athletic Director and Vice President in an "exemplary fashion." You have failed to fulfill these and other obligations and in doing so have engaged in willful misconduct.

As set forth in your Position Description, you had a duty to promote "zero tolerance" for infractions through education and enforcement. However, over the course of several years, under your management and oversight, University Athletics—and the University itself—have been portrayed negatively, both locally and nationally, as a result of multiple compliance lapses occurring in multiple sports. In response, you have deliberately refused or been slow to take any meaningful disciplinary or enforcement action. This is willfully inconsistent with promoting the University and promoting "zero tolerance."

In addition, you have demonstrated a consistent and willful lack of supervision of head coaches. As the Athletic Director, you are responsible for supervising head coaches and performing yearly performance reviews and assessments. Despite this obligation, our review of the Department of Athletics personnel files for all varsity athletics head coaches—some of whom have been employed by the University for well over ten years—do not contain a single performance assessment or disciplinary memorandum issued by you. The effect of your willful refusal to

supervise and discipline the individuals who report to you—in the face of nationally publicized transgressions—has been to create a culture of tolerance within University Athletics for behavior that falls far short of NCAA, ACC, and University expectations.

This culture has now culminated with an FBI investigation implicating certain members of the University's men's basketball program in a scheme of fraud and malfeasance in the recruitment of student athletes. Your significant and habitual dereliction of duties has caused substantial damage to the Athletic Department and the University as a whole.

During this same time period, your own willful misconduct has also been demonstrated through ineffective management, divisive leadership, unprofessional conduct, and a lack of collegiality best characterized as intimidation and bullying that extends from student government to the University's senior leadership. This has caused substantial damage to the University.

Finally, although you are an employee of the University of Louisville, in your position as Athletic Director you are the "Responsible Officer" and an agent of the University of Louisville Athletic Association ("ULAA"). In those roles, you are authorized to act for ULAA in carrying out its functions according to the terms and conditions of ULAA's Management and Agency Agreements with the University. As an officer of ULAA, you have a statutory obligation to discharge your duties in good faith, on an informed basis, and in a manner you honestly believe to be in the best interest of the corporation. KRS 273.229(1).

Despite this fiduciary obligation, over the course of several years you have repeatedly engaged in willful misconduct by entering into multiple purported agreements or understandings with former President Ramsey for your own financial or other benefit. Moreover, you entered into these purported agreements or understandings with the intent of concealing them from campus or public knowledge. These undisclosed deals with Dr. Ramsey lacked approval by either the ULAA Board or the University's Board of Trustees and constitute repeated breaches of your fiduciary duty. They have caused substantial damage to both ULAA and to the University.

Your deliberate dereliction of duties, unprofessional conduct, bullying, and breach of your fiduciary obligations cannot be considered isolated events. Instead, they are illustrative of a pattern and practice of willful misconduct resulting in substantial detriment to the University. Accordingly, the above misconduct, while not an exhaustive list, constitutes "cause" for termination under Section 6.3 of your Employment Agreement, including under Section 6.3(d) "Willful misconduct detrimental to the University."

Pursuant to Section 6.7 of your Employment Contract, all unearned and unvested compensation, benefits, and other incentives provided in your Employment Contract shall be forfeited.

Sincerely,

Gregory C. Postel, M.D.
Interim President