

MUTUAL TERMINATION AND RELEASE AGREEMENT

This Mutual Termination and Release Agreement ("Agreement") is made and entered into by the University of North Texas System ("UNT System") and by Sylvia Trent-Adams, PhD, RN, FAAN ("Trent-Adams"), effective upon the date of last signature below.

RECITALS

WHEREAS, the parties have mutually agreed to terminate the President's Employment Agreement ("Employment Agreement"), dated September 13, 2022, by and between UNT System and Trent-Adams; and

WHEREAS, the parties desire to resolve, fully and finally, all potential disputes that could arise between them.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

AGREEMENT

1. Termination. The parties agree that the Employment Agreement will terminate effective January 31, 2025, 11:59 p.m. ("Termination Date"). Trent-Adams hereby voluntarily resigns, the UNT System Board of Regents accepts such resignation, and Trent-Adams employment and service as President of the University of North Texas Health Science Center at Fort Worth will cease as of the Termination Date.

2. Consideration. In return for Trent-Adams' promises in this Agreement, including without limitation Trent-Adams voluntary resignation and full and final release, UNT System will pay Trent-Adams, the amount of Five Hundred Sixty Thousand and No/100 Dollars (\$560,000.00). The amount paid in consideration for this Agreement will be paid within thirty days following the Termination Date. The amount paid in consideration for this Agreement will be treated as taxable compensation but is not intended by either party to be treated, and will not be treated, as compensation for purposes of eligibility for benefits under any benefit or retirement plan. UNT System will apply standard tax and other applicable withholdings to the payment made.

3. Unemployment Benefits. UNT System agrees not to challenge any application Trent-Adams may make for unemployment benefits related to this mutual termination and separation from UNT System.

4. Full and Final Release of UNT System.

(a) In exchange for the consideration provided by UNT System under this Agreement, Trent-Adams fully and forever releases and discharges UNT System, its affiliates and related entities including but not limited to the UNT System Board of Regents (collectively and each Regent individually), the UNT System component institutions, and the UNT System Chancellor, and all of their respective agents, attorneys, employees, officers, and students, employee benefit plans and fiduciaries, insurers, successors, and assigns, in their official and individual capacities (collectively "UNT System Released Parties") from any and all claims and potential claims that may legally be waived by private agreement, whether known or unknown, which Trent-Adams

has asserted or could assert against the UNT System Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, omissions, based on facts occurring up to and including the Termination Date. Trent-Adams understands that Trent-Adams is releasing such claims on behalf of herself and all persons who could make claims by, through, or under Trent-Adams.

- (b) This release includes, but is not limited to: (i) any and all claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (ADA), the United States Constitution, the Texas Constitution, Chapter 21 of the Texas Labor Code, any amendments to such laws, and any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; and (ii) claims in equity or under common law including claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, defamation, emotional distress, and negligence.

5. Full and Final Release of Trent-Adams.

- (a) In exchange for the consideration provided by Trent-Adams under this Agreement, UNT System fully and forever releases and discharges Trent-Adams and all of her respective agents, attorneys, successors, and assigns, in their official and individual capacities (collectively "Trent-Adams Released Parties") from any and all claims and potential claims that may legally be waived by private agreement, whether known or unknown, which UNT System has asserted or could assert against the Trent-Adams Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, omissions, based on facts occurring up to and including the Termination Date. UNT System understands that UNT System is releasing such claims on behalf of itself and all persons who could make claims by, through, or under UNT System.
- (b) This release includes, but is not limited to: (i) any and all claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Rights Act of 1991, the Family and Medical Leave Act (FMLA), the Employee Retirement Income Security Act (ERISA), the National Labor Relations Act (NLRA), the Pregnancy Discrimination Act, the Worker Adjustment and Retraining Notification Act, the Americans with Disabilities Act (ADA), the United States Constitution, the Texas Constitution, Chapter 21 of the Texas Labor Code, any amendments to such laws, and any other federal, state, or local constitution, charter, law, rule, ordinance, regulation, or order; and (ii) claims in equity or under common law including claims for tort, breach of contract (express or implied, written or oral), wrongful discharge, defamation, emotional distress, and negligence.

6. Acknowledgements. Trent-Adams acknowledges that UNT System relied on the following representations made by Trent-Adams in entering into this Agreement:

- (a) Trent-Adams acknowledges that she does not have a claim of unlawful discrimination; retaliation; harassment; sexual harassment, abuse, or assault; alleged criminal conduct; or other alleged unlawful employment practices or unlawful conduct against UNT System or any of the UNT System Released Parties.
- (b) Trent-Adams has reported to UNT System any and all work-related injuries or occupational illnesses incurred by her during employment with UNT System.

- (c) UNT System properly provided any leave of absence because of Trent-Adams' or her family member's health condition or military service and Trent-Adams has not been subjected to any improper treatment, conduct, or actions due to a request for or taking such leave, if applicable.
- (d) Trent-Adams has had the opportunity to provide UNT System with written notice of any and all concerns regarding suspected ethical and compliance issues or violations on the part of UNT System or any of the UNT System Released Parties.

7. Non-Admission. This Agreement shall not be construed as an admission by either party of any liability or acts of wrongdoing or unlawful conduct, nor shall it be considered to be evidence of such liability, wrongdoing, or unlawful discrimination.

8. Return of Confidential Information and UNT System Property. Trent-Adams acknowledges that she is required to return all Confidential Information, computer hardware or software, files, papers, memoranda, correspondence, financial data, credit cards, keys, tape recordings, pictures, and security access cards, and any other items of any nature which are the property of UNT System before February 1, 2025. "Confidential Information" includes: (i) information that relates to UNT System's computer network security, including without limitation information technology security and security of financial data systems; (ii) certain investment information exempted from disclosure under the Texas Public Information Act; (iii) confidential private donor information; (iv) information protected from disclosure by the federal Family Educational Rights and Privacy Act of 1974; (v) protected health information (i.e. any information that reflects that an individual received health care, or information otherwise protected by the federal Health Insurance Portability and Accountability Act of 1996); (vi) confidential employee information in personnel files; and (vii) other information exempted from disclosure under the Texas Public Information Act. UNT System may choose to delay payment under this Agreement if Trent-Adams does not return all such information to UNT System. Trent-Adams further agrees not to retain any tangible or electronic copies of any such property in Trent-Adams' possession or under Trent-Adams' control. To the fullest extent permitted by law, Trent-Adams also agrees to retain in confidence any Confidential Information known to Trent-Adams concerning UNT System until such information is publicly available.

9. No Interference with Rights.

- (a) This Agreement does not apply to: (i) claims for unemployment or workers' compensation benefits; (ii) claims or rights that may arise after the date this Agreement is signed; (iii) claims for reimbursement of expenses under UNT System's expense reimbursement policies; (iv) any vested rights under any retirement plan as applicable on the date this Agreement is signed; and (v) any claims that controlling law clearly states may not be released by private agreement.
- (b) Moreover, nothing in this Agreement (including but not limited to the acknowledgements, release of claims, the promise not to sue, the confidentiality obligation, and the return of property provision): (i) limits or affects the right to challenge the validity of this Agreement under the federal Age Discrimination in Employment Act of 1967 or the Older Workers Benefits Protection Act of 1990; or (ii) prevents either party from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in, an investigation or proceeding conducted by the Equal Employment Opportunity Commission, National Labor Relations Board, the Securities and Exchange Commission, Occupational Safety and Health Administration, law enforcement, or any other any federal, state, or local agency charged with the enforcement of any laws, or from responding to a subpoena or discovery request in court litigation or arbitration.

10. Severability. Should any part of this Agreement except the release of claims be found to be void or unenforceable by a court of competent jurisdiction, that determination will not affect the remainder of this Agreement.

11. Interpretation and Amendment. The headings in this document are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. Neither party is relying on any other written or oral representations not fully expressed in this Agreement. This Agreement shall not be modified, altered, or discharged except by written instrument signed by Trent-Adams and an authorized UNT System representative.

12. Applicable Law. This Agreement shall be interpreted under the law of State of Texas, without regard to conflicts-of-law principles.

13. Board of Regents Approval. This Agreement is contingent upon acceptance and approval by the Board of Regents of the University of North Texas System.

14. Complete Agreement. This Agreement constitutes the complete and total agreement between the parties with respect to issues addressed in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Mutual Termination and Release Agreement to be executed in multiple originals, effective as of the last date of signature set forth below.

UNIVERSITY OF NORTH TEXAS SYSTEM

Sylvia Trent-Adams
Sylvia Trent-Adams (Jan 30, 2025 14:56 CST)

Sylvia Trent-Adams

Date: 01/30/2025

By:

Michael R. Williams
Michael R. Williams, Chancellor

Date: 01/31/2025










Mutual Termination Agreement

Final Audit Report

2025-01-31

Created:	2025-01-20
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