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**PRESIDENT'S EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF NORTH TEXAS SYSTEM  
AND  
NEAL SMATRESK**

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**PRESIDENT’S EMPLOYMENT AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF NORTH TEXAS SYSTEM  
AND  
NEAL SMATRESK**

This President’s Employment Agreement (“Agreement”) is made and entered into by the **University of North Texas System** (“UNT System”) and by **Neal Smatresk** (Smatresk), effective the 16th day of February 2023 (“Effective Date”).

RECITALS

WHEREAS, the Board of Regents of the University of North Texas System previously appointed Neal Smatresk to serve as President of the University of North Texas;

WHEREAS, the Board of Regents desires to continue the appointment of Neal Smatresk as President of the University of North Texas;

WHEREAS, Neal Smatresk desires to accept and continue to serve as President of the University of North Texas;

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE I  
APPOINTMENT AS PRESIDENT**

1.01 Appointment. The Board of Regents of the University of North Texas System (“Board of Regents”), effective February 3, 2014, appointed Neal Smatresk to be President of the University of North Texas (“UNT”) to serve as UNT’s chief executive officer under the Rules of the Board of Regents and policies and procedures promulgated under the authority of the Board of Regents. The Board of Regents, effective February 16, 2023, has continued the appointment of Neal Smatresk as President. Smatresk hereby accepts such continued appointment and agrees to employment as President under the terms and conditions of this Agreement.

**ARTICLE II  
DUTIES**

2.01 Reporting. Smatresk shall report directly to the Chancellor of the University of North Texas System (“Chancellor”), shall serve as President under the supervision and direction of the Chancellor, and shall be employed at the discretion of the Board of Regents and Chancellor.

2.02 Duties and Responsibilities. Smatresk agrees that he will, at all times, faithfully, industriously, and with the best use of his experience, ability, and talent perform the duties of President. Smatresk will perform all of the duties required as President in accordance with this Agreement, the directives of the Chancellor or Board of Regents, the Rules of the Board of Regents, the policies and procedures of UNT System and UNT, and all applicable federal and state laws, regulations, and rules. Smatresk will devote his entire professional time, attention, and energy to the business of UNT and UNT System and shall not during the term of this Agreement engage in any other business or professional activity except as expressly allowed herein.

2.03 Professional Activities. Smatresk is encouraged to participate in local, regional, state, national, and international efforts aimed at promoting and improving public higher education and public higher education administration. Smatresk may provide advice or consultation to, and may receive compensation from, entities other than UNT, provided that such activities: (a) are approved in advance by the Chancellor; (b) do not fall within his duties as President of UNT; (c) do not interfere with the carrying out of his official duties; (d) do not place him in a position of conflict of interest with respect to his official duties; (e) are in compliance with Chapter 572 of the Texas Government Code, all other applicable laws, Rules of the Board of Regents, and UNT System or UNT policies concerning ethics or conflicts of interest; (f) do not involve the improper use of UNT System or UNT resources, time, materials, or facilities; (g) are reported, if required by law, to the Texas Ethics Commission in the form and manner required by the Commission; and (h) are reported to the Chancellor annually, including an accounting of compensation received.

### ARTICLE III TERM

3.01 Term. The term of this Agreement shall commence on the Effective Date, and terminate February 15, 2026, subject to prior termination as provided in this Agreement.

3.02 Evaluation. The Chancellor will annually evaluate Smatresk's performance. Annual evaluations will be reported to the Board of Regents, which will consider the evaluation and the appropriateness of any extension to the appointment of Smatresk as President.

### ARTICLE IV COMPENSATION

4.01 Base Salary. For serving as President, Smatresk shall be paid an annual base salary of Six Hundred Eighty-Two Thousand Eight Hundred and No/100 Dollars (\$682,800.00). This amount shall be paid on a monthly basis through UNT System's payroll system during the term of this Agreement, subject to such withholdings as may be required by applicable federal or state law.

4.02 Employee Benefits. Smatresk shall be provided those benefits that are provided to tenured faculty with full time administrative appointments at UNT. These include, but are not limited to, vacation, state holidays, sick leave, contributions to and/or eligibility for health and group life insurance for UNT employees and optional coverage for employees' dependents, and contributions to the appropriate State of Texas retirement program. Benefits may be changed from time to time as mandated by the State of Texas or as determined by UNT System or UNT. Smatresk is required by state law to contribute to a retirement account each month through withholding from his paycheck.

4.03 Increases in Compensation. Increases in Smatresk's base salary and other compensation shall be determined by the Board of Regents on the recommendation of the Chancellor. In addition to or in lieu of other forms of increases to compensation, the Board of Regents may approve on the recommendation of the Chancellor an annual bonus or one-time increase to base salary or other compensation based on objectives determined and agreed to by the Chancellor and Smatresk; however in no event shall said bonus or increase exceed twenty-five percent (25%) of the annual compensation then paid under Section 4.01 above.

4.04 Development Leave. Development leave may be granted by the Board of Regents in accordance with the laws of the State of Texas and shall only be granted in a manner consistent with Texas Education Code Sections 51.105 and 51.948, as amended.

4.05 Business Expenses. Smatresk shall be provided with an operating budget for business purposes that will include funds which Smatresk may use for the acquisition of and payment of monthly service fees associated with cellular and wireless communication devices, a computer and broadband internet access, memberships in national and state academic associations, organizations, committees, and groups, as well as civic and charitable organizations, and any other communications or technology deemed to be reasonably necessary for the accomplishment of his duties and responsibilities.

4.06 Travel. Smatresk shall be reimbursed for reasonable and appropriate travel, meal, and incidental expenses incurred for travel associated with official UNT business. In addition, Smatresk will be reimbursed for reasonable and appropriate travel, meal and incidental expenses incurred by his spouse for travel associated with official UNT business. Reimbursements shall be made in accordance with UNT policies and UNT System regulations, as amended, and applicable federal and state law.

4.07 Club Membership. UNT will assist Smatresk in obtaining membership in a social or country club. Membership will not be supported in any club that engages in discriminatory practices in violation of applicable state and federal law or UNT policy. Monthly dues, annual assessments, and other like charges are the personal responsibility of Smatresk. Reimbursement of business entertainment expenses at the club will be made in accordance with applicable regulations, policies, and rules.

4.08 Tax Liabilities. The compensation payable pursuant to this Agreement shall be subject to reduction by all applicable withholding, social security and other federal and state taxes and deductions. Additionally, all compensation shall be subject to such deductions by UNT as are required to be made pursuant to government regulations or court order. Smatresk shall be responsible for any personal income tax liability incurred as a result of salary or other benefits provided by this Agreement.

4.09 Return to Faculty. In the event this Agreement is terminated and Smatresk assumes Smatresk's faculty appointment at UNT, Smatresk's faculty salary shall be set in accordance with Texas Education Code Section 51.948, as amended.

## ARTICLE V DISCIPLINARY ACTION AND TERMINATION

5.01 Right to Suspend. If there is sufficient reason to believe that, or upon initiation of an investigation to determine whether, Smatresk is or was involved in conduct constituting cause to terminate this Agreement, the Board of Regents upon recommendation of the Chancellor may, in its sole and absolute judgment and discretion and in addition to any other right under this Agreement, suspend Smatresk, with or without pay, pending a final decision concerning the matter. At the conclusion of a suspension without pay, should Smatresk be reinstated to the position of President without any resulting discipline, he shall be entitled to payment of base salary as defined in Section 4.01 retroactive to the date of suspension.

5.02 Right to Discipline. The Board of Regents reserves the right to discipline Smatresk for cause. Cause shall be defined in accordance with sub-section 5.03(c) below. Prior to disciplining Smatresk for cause, the Chancellor shall provide Smatresk with notice of the

allegations constituting cause and Smatresk shall be provided an opportunity to meet with the Board of Regents to respond to the allegations.

5.03 Termination. This Agreement may be terminated prior to its expiration in accordance with the following terms and conditions:

- (a) *Death*. This Agreement shall terminate automatically upon Smatresk's death, and in full satisfaction thereof, Smatresk's estate shall be paid: (1) any compensation earned and unpaid through the date of such death; (2) any benefits to which Smatresk may be entitled under life or accident insurance, workers' compensation coverage, etc.; (3) any business expenses otherwise due to him through the date of the termination of his employment; and (4) the value of any accrued but unused leave in accordance with state law and UNT policy.
- (b) *Disability*. The Board of Regents shall have the right to terminate Smatresk's appointment and this Agreement in the event that Smatresk suffers an injury, illness, or incapacity that prevents him from performing the essential functions of his position, and such injury, illness, or incapacity shall continue for a period of more than three consecutive months. Upon termination of Smatresk's appointment and this Agreement for disability, Smatresk shall be paid: (1) any compensation earned and unpaid through the date of termination; (2) any leave benefits and disability pay which he would be entitled to under state law and UNT policy; (3) any business expenses otherwise due to him through the date of the termination of his employment; and (4) the value of any accrued but unused leave in accordance with state law and UNT policy.
- (c) *Termination with Cause*. The Board of Regents may terminate Smatresk's appointment and this Agreement at any time for cause. Examples of conduct constituting cause shall include, but not be limited to: (1) a material breach of this Agreement by Smatresk; (2) Smatresk's engaging in any conduct constituting a violation of UNT policies or a violation of federal or state law; (3) Smatresk's negligent or willful violation of directives or orders of the Chancellor or Board of Regents; (4) Smatresk's commission of an act of personal dishonesty which involves personal material profit in connection with his employment with UNT; (5) the violation of any drug, alcohol, or chemical substance abuse policy of UNT; or (6) an act which causes major discredit or embarrassment to UNT. Prior to terminating this Agreement for cause, the Chancellor shall provide Smatresk with written notice of the allegations constituting cause and Smatresk shall be provided an opportunity to meet with the Board of Regents to respond to the allegations. Upon termination of this Agreement for cause, Smatresk shall be entitled to receive: (i) any compensation earned and unpaid through the date of the termination of his employment; (ii) any business expenses otherwise due to him through the date of the termination of his employment; and (iii) payment of accrued but unused vacation and other leave in accordance with state law and UNT and UNT System policy. Termination for cause shall be in addition to all other rights allowed by law.
- (d) *Resignation*. Smatresk may resign his appointment by providing at least six months prior written notice to the Chancellor ("Resignation Notice"). Upon submission of a Resignation Notice, Smatresk agrees to faithfully perform and discharge his duties and responsibilities to UNT from the date of such Resignation Notice until such termination date. Upon submission of a Resignation Notice, the Board of Regents may request that Smatresk vacate the office of President prior to the expiration of the aforementioned notice period; provided, however, if the Board of Regents requests that Smatresk vacate the office of President prior to the expiration of the notice period, UNT shall continue to

pay Base Salary to Smatresk as if he had remained employed throughout the notice period, and Smatresk shall continue to accrue vacation, holiday, and sick leave time during the notice period. In the event of his resignation, Smatresk agrees and understands that he shall be entitled to receive: (1) any compensation earned and unpaid through the date of the termination of his employment; (2) any business expenses otherwise due to him through the date of the termination of his employment; and (3) payment of accrued but unused vacation and other leave accordance with state law and UNT policy.

- (e) *Termination by Mutual Agreement.* Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time by mutual written agreement of the parties. Upon termination, Smatresk shall be entitled to receive: (1) any compensation earned and unpaid through the date of the termination of his employment; (2) any business expenses otherwise due to him through the date of the termination of his employment; and (3) payment of accrued but unused vacation and other leave in accordance with state law and UNT policy.
- (f) *Termination without Cause.* The Board of Regents may terminate Smatresk's appointment and this Agreement prior to its normal Expiration Date, without cause, by providing at least six months prior written notice to Smatresk ("Termination Notice"). Termination without cause shall mean termination of this Agreement on any basis other than those set forth in the preceding sub-sections. Upon submission of a Termination Notice, Smatresk agrees to faithfully perform and discharge his duties and responsibilities to UNT from the date of such Termination Notice until such termination date. Upon submission of a Termination Notice, the Board of Regents may request that Smatresk vacate the office of President prior to the expiration of the aforementioned notice period; provided, however, if the Board of Regents requests that Smatresk vacate the office of President prior to the expiration of the notice period, UNT shall continue to pay Base Salary to Smatresk as if he had remained employed throughout the notice period, and Smatresk shall continue to accrue vacation, holiday, and sick leave time during the notice period. If the Board of Regents exercises its right to terminate the Agreement under this Section, Smatresk shall be entitled to receive: (1) any compensation earned and unpaid through the date of the termination of his employment; (2) any business expenses otherwise due to him through the date of the termination of his employment; and (3) payment of accrued but unused vacation and other leave in accordance with state law and applicable policy.
- (g) *Non-Appropriations.* The Texas Constitution prohibits obligations beyond the current appropriations. The Board of Regents shall have the right to cancel all or part of this Agreement at any time without penalty if legislative funds are not appropriated for the services of Smatresk.

5.04 Reassignment. At any time during the term of this Agreement, the Board of Regents may in its sole discretion reassign Smatresk to another professional non-faculty position within UNT or UNT System, with significant responsibilities and with compensation equivalent to his current position.

5.05 Limitations on Severance. Notwithstanding any other provision of this Agreement, Smatresk shall not be paid severance or any other payments on the termination of this Agreement that cumulatively exceed an amount equal to the discounted net present cash value of the base salary monthly payments, as set forth in Section 4.01 above, then remaining on the date of termination of this Agreement at the market interest rate of Six and No/100 Percent (6.00%) as set forth in Texas Education Code Section 51.948, as amended.

**ARTICLE VI**  
**CONFIDENTIAL INFORMATION**

6.01 **Protection of Confidential Information.** Smatresk recognizes and acknowledges that the Board of Regents, UNT System, or UNT may provide him with access to information of a confidential nature in order to enable him to perform his duties and responsibilities hereunder. Smatresk agrees that, except as may be required: (a) by the duties and responsibilities of his position; (b) by a lawful order of a court of competent jurisdiction; (c) in the event of litigation regarding this Agreement; or (d) to the extent that he has express authorization from the Board of Regents, he will keep confidential indefinitely all confidential information concerning the Board of Regents, UNT System, and UNT which was acquired by or disclosed to him during the course of his employment with UNT, and not to disclose the same, either directly or indirectly, to any other person, firm, or business entity, or to use it in any way except for the benefit of the Board of Regents, UNT System, and UNT or in the performance of the duties and responsibilities assigned to him. For purposes of this Agreement, the term "confidential information" means all non-public information or data relating to UNT System and UNT which Smatresk has learned or will learn during the course of his employment with UNT, whether or not a trade secret within the meaning of applicable law, or any other data or proprietary information or documents pertaining to the Board of Regents, UNT System, and UNT which Smatresk is told or reasonably ought to know the Board of Regents, UNT System, or UNT regards as proprietary or confidential.

6.02 **Return of Property.** Smatresk acknowledges that all memoranda, records, reports, manuals, handbooks, drawings, blueprints, books, papers, letters, formulas, contracts, catalogs, and other documentation (whether in draft or final form), and any and all other documents furnished to Smatresk by UNT or UNT System or otherwise acquired or developed by him in connection with his employment with UNT (collectively, "Recipient Materials") shall at all times be UNT and UNT System's property. Within fourteen (14) days of the termination of his employment under this Agreement, Smatresk shall return any Recipient Materials which are in his possession, custody, or control, including Recipient Materials retained by Smatresk in his office, automobile, or home. Additionally, within fourteen (14) days of the termination of his employment under this Agreement, Smatresk agrees to return any equipment or other tangible property which he received from UNT and UNT System during his employment, including, but not limited to, equipment purchased under Section 4.05 above, desktop and laptop computers, printers, monitors, cellular telephones, pagers, personal communication devices, credit cards, access cards, security cards, and keys which are in his possession, custody, or control.

**ARTICLE VII**  
**AUDIT OF EXPENSES**

7.01 **Audit.** On a cycle to be determined by the Board of Regents Audit & Finance Committee's approved annual audit plan, the Office of Internal Audit shall audit the travel, entertainment, and business expenses for which Smatresk has been reimbursed or that have been directly paid on Smatresk's behalf. The Office of Internal Audit shall submit the results of the audit to the Chair of the Audit & Finance Committee.

**ARTICLE VIII**  
**MISCELLANEOUS**

8.01 **Employment Matters.** Unless otherwise referenced by this Agreement, all terms and conditions of Smatresk's employment and rights to such employment are set forth herein. This Agreement is intended as the sole source of Smatresk's employment rights, irrespective of



any statement contained in any UNT System or UNT employment manual, staff manual, or any other similar document pertaining to UNT System or UNT staff or faculty.

8.02 State Agency. UNT System is an agency of the State of Texas and, as such, no provision of this Agreement is intended to operate as a waiver or relinquishment of any right, privilege, or defense, including the defense of sovereign immunity, afforded UNT System or UNT under constitutional provision or law.

8.03 Approvals. The effectiveness and enforceability of this Agreement is contingent upon and subject to approval of the Agreement by the Board of Regents.

8.04 Choice of Law and Venue. The Parties agree that any matter related to or arising out of this Agreement shall be resolved in accordance with laws of the State of Texas, without giving effect to its conflicts of law provisions. State and federal courts of proper jurisdiction and venue sitting in Texas shall have exclusive jurisdiction over any claim arising out of this Agreement. Venue for any legal proceedings shall be subject to Texas Education Code § 105.151.

8.05 No Assignment. This Agreement contemplates the rendition of personal services by Smatresk and, therefore, cannot be assigned, subcontracted, or delegated by Smatresk.

8.06 Savings Clause. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable: (a) the invalid or unenforceable provision shall be modified so as to be valid and enforceable and conform to the greatest extent possible to the original intent of such provision and this Agreement shall be construed and enforced in all respects as modified; and (b) the remainder of this Agreement, 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 Agreement shall be valid and be enforced to the fullest extent permitted by law.

8.07 Notices. In order to be effective, any notice sent for purposes of this Agreement must be in writing and must be delivered in person to Smatresk or to UNT System, as applicable, or must be sent by certified mail, return receipt requested, or by overnight courier service to the following addresses:

If to UNT System:  
Chancellor  
Office of the Chancellor  
University of North Texas System  
1901 Main Street  
Dallas, Texas 75201

If to Smatresk:  
Smatresk shall provide UNT System with a proper notice address (and "copy to" address, if any) no later than 30 days following the Effective Date of this Agreement

with copy to:  
Vice Chancellor and General Counsel  
Office of General Counsel  
University of North Texas System  
1155 Union Circle #310907  
Denton, Texas 76203

The designated addresses provided herein for notification purposes are subject to change upon a party's provision of notice in accordance with this Section of a new address to be used.

8.08 Amendment. Except as otherwise expressly provided in this Agreement, no amendment or modification to the terms of this Agreement shall be valid unless in writing and signed by the authorized representative of UNT System and by Smatresk.

8.09 Parties Bound. The terms and provisions of this Agreement shall inure to the benefit of the parties and the successors and assigns of the parties to this Agreement, and shall be binding upon the heirs, successors, assigns, and legal representatives of the parties to this Agreement to the same extent as if such heirs, successors, assigns, and legal representatives had joined in the execution hereof.

8.10 Non-Waiver. The waiver of a breach or default of or under any provision of this Agreement shall not be deemed a waiver of any other such breach or default of any kind or nature.

8.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

8.12 Presumption Waiver. Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

8.13 Independent Counsel. Smatresk and UNT System acknowledge that each has had an opportunity to consult with his or its respective attorneys or advisors concerning the meaning, import, and legal significance of this Agreement, and each has read this Agreement, as signified by their signatures hereto, and are voluntarily executing same after the opportunity to have received advice of counsel or advisors for the purposes and consideration herein expressed.

8.14 Entire Agreement. The Board of Regents appointment and this Agreement constitute the entire agreement between UNT System and Smatresk relating to the subject matter of this Agreement, and all prior negotiations and understandings of the parties have been merged in this Agreement. No oral statements or prior written statement shall be of any force and effect. The parties expressly acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no others.

IN WITNESS WHEREOF, the parties hereto have caused this President's Employment Agreement to be executed in multiple originals, as of the Effective Date set forth above.

  
Neal Smatresk (May 12, 2023 10:05 CDT)  
Neal Smatresk, President

UNIVERSITY OF NORTH TEXAS SYSTEM

By:   
Michael R. Williams, Chancellor