

**THE UNIVERSITY OF WEST FLORIDA
BOARD OF TRUSTEES
INTERIM PRESIDENT EMPLOYMENT AGREEMENT**

The University of West Florida Board of Trustees (the “Board”) and Manny Diaz, Jr. (“Interim President” or “Diaz”) hereby enter into this Interim President Employment Agreement (the “Agreement”). The Board and the Interim President may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, pursuant to Regulation 1.001(5)(c) and (d) of the Board of Governors of the State University System of Florida (“Board of Governors”), the Board has the authority to select an Interim President of The University of West Florida (“UWF” or “the University”); and

WHEREAS, the Board has selected Manny Diaz, Jr. as Interim President effective July 14, 2025, at 12:00 a.m. for a period not to exceed twelve (12) months; and

WHEREAS, Diaz is ready, willing, and able to serve as Interim President of UWF subject to the Board of Governors’ confirmation of the appointment; and

WHEREAS, the Parties desire to memorialize the terms and conditions of Diaz’s employment as Interim President of UWF in this Agreement; and

WHEREAS, this Agreement has been duly approved and its execution has been duly authorized by the Board.

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and incorporated by reference into this Agreement
2. **Appointment.** The Board appoints and employs Manny Diaz, Jr., as Interim President of UWF for a term commencing on July 14, 2025 at 12:00 a.m., and ending upon the earlier of (a) July 13, 2026; (b) the start date of a President of UWF appointed pursuant to Florida law; or (c) the termination of this Agreement as otherwise provided pursuant to the terms herein (the “Term”). Diaz hereby accepts such appointment and employment as Interim President on the terms and conditions set forth in this Agreement and consistent with the regulations, policies, and oversight of the Board, and further understands that his employment as Interim President and this Agreement is conditioned upon final confirmation by the Board of Governors.
 - (a) If Diaz is not confirmed by the Board of Governors, then the Parties will return to the status quo ante and Diaz shall be paid the prorated amount of the base salary alone for his service through the date of the decision of the Board of

Governors.

- (b) In the event of a failed search for a University President, this Agreement may be extended for an additional period upon mutual agreement of the Parties and in accordance with the regulations of the Board of Governors.
- 3. Powers and Duties. During the Term, the Interim President will diligently devote his full professional time, ability, and attention to the day-to-day operations of UWF including, without limitation, all administrative, executive, and academic functions as required by this Agreement, law, rule, and regulation. The Interim President's powers and duties as Interim President are as stated in the Board of Governors' regulations, in University regulations, policies, and procedures, and in the laws of the State of Florida as they presently exist or may hereafter be amended, and will include such other duties as may be reasonably assigned by the Board (collectively, the "Duties").
- 4. Devote Best Efforts to the Work as Interim President. The Interim President agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full-time attention and energies to the Duties. Such Duties shall be rendered at the campuses of UWF and such other place or places as the Board or Interim President shall deem appropriate for the interests, needs, business, or opportunity of UWF.
- 5. Outside Activities. The Interim President may engage in typical charitable, civic, and professional activities of his choosing, including serving on boards of public or private corporate organizations, subject to prior written approval by the Board Chair. Any and all income or other compensation earned by the Interim President from outside activities shall be paid to and retained by him, and such income or other compensation shall have no effect on the amount of salary, compensation, and benefits the Interim President is otherwise entitled to receive hereunder. Notwithstanding the foregoing, the Interim President will not be permitted to engage in any outside activities that interfere with his Duties to the University under the provisions of this Agreement, as determined by the Board; represent a conflict of interest; are otherwise adverse to the best interests of UWF; or individually or collectively create a conflict of commitment with the obligations under this Agreement. Within one week of the beginning of his Term, the Interim President shall complete an outside activities form as required by UWF Policy HR-23.02-04/22, and submit additional forms if his outside activities change and are reportable pursuant to the policy.
- 6. Annual Base Salary. As compensation for his services as Interim President, the Board shall provide the Interim President with an annual base salary of Six Hundred Forty-Three Thousand and No/100 Dollars (\$643,000.00), paid bi-weekly pursuant to UWF's regular employee pay schedule, less applicable taxes and withholdings, and in accordance with the pay plan for Executive Service Employees at the University. No more of this amount than is allowed by Florida Statutes shall be paid from public funds. The Interim President shall be responsible for any personal income tax liability incurred because of this Agreement or any provision herein. The annual base salary shall be funded in compliance with Section 1012.975, Fla. Stat., and if any amount of the

aforementioned annual base salary is in excess of the amount authorized by law, it shall be paid by available sources. During the Term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for but authorizes and shall use its best efforts to cause The University of West Florida Foundation, Inc., ("UWF Foundation") to contribute the portions of all payments provided for in this Agreement that exceed the limits set forth in Section 1012.975, Fla. Stat.

7. Standard Benefits. The Interim President shall be eligible for all State of Florida and University developed benefits applicable to Executive Service personnel and authorized by the legislature or other authorized governing bodies based on his annual base salary, as may be limited by applicable law. The Interim President shall pay such premium amounts as required to be paid by other participants in Executive Service benefits.
8. Other Compensation and Benefits. The Board authorizes UWF and the UWF Foundation, as applicable, to provide the Interim President with the following additional compensation and benefits:
 - (a) Automobile Provision and Expenses. During the Term, the Interim President shall receive an annual allowance in the amount of Fourteen Thousand Four Hundred and No/100 Dollars (\$14,400.00), payable in monthly installments, for the use of his personal automobile. Payment shall be paid in accordance with customary payroll practices of UWF.
 - (b) Housing Allowance. During the Term of this Agreement, the Interim President shall receive an annual housing allowance of Sixty Thousand and No/100 Dollars (\$60,000.00), payable in monthly installments, in lieu of the University providing a residence.
 - (c) Relocation Reimbursement. The University shall reimburse the Interim President for all reasonable and necessary expenses incurred by him to acquire a furnished interim residence in close proximity to the University, as well as moving expenses, in an amount not to exceed Twenty-Four Thousand and No/100 Dollars (\$24,000.00) unless otherwise approved in advance by the Board Chair. The reimbursement will be paid in accordance with University regulations, including with respect to documentation of expenses.

- (d) Entertainment, Travel, and Professional Dues. During the Term of this Agreement, the Interim President shall be reimbursed for reasonable and customary business expenses incurred by the Interim President in furtherance of his Duties, including but not limited to, reasonable expenses for travel (including for his spouse when attendance of the spouse is in the best interests of UWF), meals, hotel accommodations, business related meetings and entertainment, and expenses incurred in connection with University-related professional or service organizations and activities, so long as such reimbursement is consistent with applicable law and UWF policy, upon submission by him of appropriate documentation thereof in compliance with applicable law and such policies and procedures relating thereto as the University or the UWF Foundation may adopt from time to time.
 - (e) Club Membership. To further enable the Interim President to carry out his Duties, the Board authorizes the UWF Foundation, with written approval in advance by the Board Chair, to pay annual fees and dues for membership in one or more Pensacola-area organizations.
 - (f) Flights and Reward Programs. Discounts provided as a result of enrollment in frequent traveler programs shall accrue to the University; accumulated “points” shall accrue to the Interim President for business or personal use. When traveling on official business, the Interim President is permitted to purchase business class airline tickets on flights lasting longer than four (4) hours in any one segment. A segment is defined as one take-off and landing.
 - (g) Expense Receipts and Documentation. The Interim President is required to submit receipts and any other information that may be needed to ensure proper accounting prior to reimbursement being made. The University reserves the right to request the Interim President repay and/or reimburse the University to the extent it is discovered by an audit or otherwise that the Interim President was incorrectly or excessively reimbursed and/or received reimbursement for a non-allowed or non-approved expense.
9. Termination without Cause. Upon a two thirds (2/3) vote of the prescribed Board, UWF may terminate this Agreement without cause after first giving not less than ninety (90) calendar days written notice to the Interim President of its intention to terminate. In the event that the Interim President desires to resign and thereby terminate this Agreement, the Interim President may do such after providing not less than ninety (90) calendar days written notice to the Board of his intention to terminate this Agreement.
10. Termination for Cause by UWF. This Agreement may be terminated at any time for cause by UWF, upon a two thirds (2/3) vote of the Board. “For cause” shall mean upon the occurrence of one or more of the following events or actions by the Interim President:
- (a) A deliberate and actual violation of the Duties set forth in this Agreement,

including refusal or unwillingness to perform such Duties in good faith and to the best of his abilities, after notice and reasonable opportunity to cure with written notice of no less than thirty (30) days to the Interim President; or

- (b) Any conduct that amounts to actions or omissions by the Interim President that are undertaken or omitted and are criminal, fraudulent, or involve material dishonesty; or
 - (c) The conviction of the Interim President in a court of law for any felony whatsoever or any misdemeanor involving theft, fraud, dishonesty, or the misuse or misappropriation of University resources; or
 - (d) Any conduct constituting moral turpitude that would bring public disrespect, contempt, or ridicule upon UWF; or
 - (e) Gross negligence, nonfeasance, or willful malfeasance in the performance of his duties that materially harms the University; or
 - (f) Breach of any fiduciary duties with respect to the University; or
 - (g) Violation of a State of Florida law, rule, regulation, or Constitutional provision, or a University rule, regulation or policy, which violation may, in the sole judgment of the Board, adversely reflect upon and/or adversely affect UWF.
11. Effect of Termination for Cause or without Cause. Upon termination of this Agreement by UWF for cause, the Interim President's employment with the University shall cease, and the Interim President shall not be entitled to any further compensation or benefits nor any severance from the University except for compensation and benefits accrued with respect to service rendered to the date of termination and except for any benefits required by law to be continued. Upon termination of this Agreement without cause, the Interim President will be provided the prorated payment of his annual base salary, standard benefits, and other compensation and benefits pursuant to sections 6, 7, and 8 of this Agreement, through the last day of the notice period, as well as severance pursuant to section 13.
12. Termination of Agreement Due to Death or Disability. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the Interim President's death or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "cause" and the Interim President's employment with the University shall cease, and he shall not be entitled to any further employment, compensation, or benefits from the University in any capacity except for compensation and benefits accrued with respect to service rendered to the date of termination and except for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the Interim President's inability to perform the Duties described in section 2 for a minimum of six (6) continuous months. In the event of the Interim President's death during the Term of this Agreement, his spouse

or, if none, his estate, shall receive all accrued compensation and benefits as of the date of his death to the extent permitted by law.

13. Severance. Upon termination of this Agreement by the University other than for cause, the Interim President shall be entitled to twenty (20) weeks' severance or the maximum permitted under Florida law at the time to be paid at his annual base salary in effect at the time of termination together with benefits during such period
14. General Cooperation Covenant. Without limitation of the obligations specified in this Agreement and applicable University rules, regulations, policies and procedures, the Interim President agrees to cooperate fully in any review or investigation involving University matters in which he may possess pertinent information. This obligation shall survive the expiration or earlier termination of this Agreement.
15. Dispute Resolution. The Board and the Interim President agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction. If they are unable to do so, the Parties will submit the dispute to nonbinding mediation in Pensacola, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Parties will use their best efforts, to the extent permitted under Florida law, to keep any disputes and any efforts to resolve disputes confidential, informing only their respective legal counsel and other persons determined in good faith to have a need to know. The Parties agree that no mediator may have any material ongoing relationship with either Party.
16. Severability and Waiver. If any provision or provisions of this Agreement shall be deemed invalid or unenforceable, either in whole or in part, by a court of competent jurisdiction, then this Agreement shall be deemed amended to delete or modify, as necessary, the offending provision or provisions or to alter the bounds thereof in order to render it valid and enforceable. No waiver or failure to enforce any or all rights under this Agreement by either Party on any occasion shall constitute a waiver of that Party's right to assert the same or any other rights on that or any other occasion.
17. Governing Law and Venue. This Agreement shall be interpreted and construed, and the rights and obligations of the Parties hereto shall be determined, in accordance with the laws of the State of Florida. Venue for any mediation, pre-litigation action, or lawsuit shall be in Escambia County, Florida.
18. Modification of Agreement. This Agreement represents the full and complete understanding of the Parties and supersedes any previous or contemporaneous written or oral representations made by either Party. There are no other promises, understandings, obligations, inducements, undertakings, or considerations between the Parties or owed by either Party to the other that are not set forth in this Agreement. This Agreement may be modified or amended only by mutual written consent of the Parties.

19. Personal Contract. The obligations and duties of the Interim President shall be personal and not assignable or delegable in any manner whatsoever by the Interim President, except for as set forth in Board regulations or UWF policies. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both Parties.
20. Understanding of the Agreement. Both Parties represent that they have thoroughly read this Agreement, that they understand it to be a binding contract, that they understand each provision, term, and condition of this Agreement as well as its legal effect, and that they have signed the Agreement voluntarily and of their own free will with intention to comply with its terms. Both Parties have participated in the preparation of this Agreement. Therefore, the Agreement shall not be construed against or in favor of either party based upon which Party was responsible for the drafting of the Agreement.
21. Public Disclosure of the Agreement. Both Parties agree and acknowledge that this Agreement may be subject to the Florida Public Records law, Chapter 119, or other provisions, and may, therefore, be subject to disclosure by and in the manner provided by law.
22. Assignment. This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, and successors of both Parties.
23. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed a duplicate original, but all of which taken together shall constitute one and the same instrument.
24. Headings for Convenience Only. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement.
25. Notice. Unless and until changed by a Party giving written notice to the other, the addresses below shall be the addresses to which all notices required or allowed by this Agreement shall be sent:

If to the University:

Rebecca Matthews, Chair
UWF Board of Trustees
11000 University Parkway, Building 10
Pensacola, Florida 32514

With a copy to:

Susan A. Woolf
Attn: General Counsel
Office of the General Counsel

11000 University Parkway, Building 10
Pensacola, Florida 32514

If to the Interim President:

Manny Diaz
Office of the President
11000 University Parkway, Building 10
Pensacola, Florida 32514

THEREFORE, Chair Rebecca Matthews, as authorized representative of The University of West Florida Board of Trustees, and Manny Diaz, Jr., have executed this Agreement on the dates indicated below.

IN WITNESS WHEREOF, the Interim President and authorized representative of the Board have executed this Agreement on this _____ day of _____, 2025.

Executed by:

Rebecca Matthews, Chair
The University of West Florida
Board of Trustees

Date

Approved as to form
and legal sufficiency:

Susan A. Woolf
UWF General Counsel

Date

Appointment Accepted:

Manny Diaz, Jr., Interim President

Date