

Attachment A

2026 AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This 2026 Amended and Restated Employment Agreement ("Agreement"), is entered into by and between the University of Central Florida Board of Trustees (the "Board," or the "Board of Trustees"), and Alexander N. Cartwright ("Dr. Cartwright"), is effective as of the 1st day of January 2026 (the, "Effective Date"). The Board and Dr. Cartwright may hereinafter be collectively referred to as "the Parties."

This agreement replaces the Employment Agreement effective as of April 13, 2020, and any amendments thereto, it being the intent of the parties to fully amend and restate their agreements in this document and to replace all prior agreement between them with this Agreement.

RECITALS

WHEREAS, the Parties entered into the Employment Agreement effective April 13, 2020, pursuant to which the Parties agreed that Dr. Cartwright would serve as the President of the University through and including April 12, 2025 (the "Employment Agreement"); and

WHEREAS, the Parties amended the Employment Agreement as of December 18, 2023 and December 5, 2024, to increase the annual compensation to Dr. Cartwright, extend the term of the agreement, and to make other adjustments to Dr. Cartwright's employment and compensation; and

WHEREAS, the Board and Dr. Cartwright mutually desire to extend the employment of Dr. Cartwright as President of the University through and including December 31, 2026, and to increase Dr. Cartwright's base salary and incentive compensation as set forth below.

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:

Section 1.0 Term. The Board shall employ Dr. Cartwright as its President for a term beginning on January 1, 2026 and ending on December 31, 2026. This agreement may be renewed for additional one-year terms upon approval of the Board of Trustees and confirmation by the Florida Board of Governors following an annual review of performance.

Section 2.0 Powers and Duties. During the Term of this Agreement, Dr. Cartwright shall serve as the Chief Executive Officer of the University, reporting to the Board, with responsibility for leading and administering the University enterprise and providing for the appropriate oversight of the affiliates of the University. As President, Dr. Cartwright shall perform those duties and services that are not prohibited or retained by the Board, subject to UCF regulations and policies. The powers and duties of the President are outlined in the Bylaws of the Board and the Presidential Authority and Delegation dated September 27, 2024 and may be updated from time to time by the Board (collectively, the "Duties").

Section 3.0 Goals/Evaluation.

Section 3.1 Goals. On or before November 1 of each year, Dr. Cartwright shall provide to the Chair of the Board of Trustees (the "Chair") a list of proposed goals and objectives for the upcoming contract year. The Chair and Dr. Cartwright shall discuss Dr. Cartwright's proposed goals and objective, after which time the Board, or a committee thereof, shall agree upon finalized goals and objectives for the upcoming year.

Section 3.2 Evaluation. Dr. Cartwright shall initiate the annual evaluation process by submitting to the Chair a summary of his performance during the contract period. Dr. Cartwright will submit the summary by November 1 of each year. This summary shall address performance related to each of the goals and objectives established for the previous year. After Dr. Cartwright has submitted this summary, the Board shall evaluate his performance for the previous appraisal period based primarily on his achievement of the mutually agreed upon goals and objectives and to a lesser extent such other criteria as the Board deems appropriate.

Section 4.0 Compensation.

Section 4.1 Annual Base Salary. As compensation for the services to be performed by Dr. Cartwright pursuant to this Agreement, the Board shall pay Dr. Cartwright an annual base salary of **\$1,200,000**, paid (bi-weekly) pursuant to UCF's regular employee pay schedule, less applicable taxes and withholdings. No more of this amount than is allowed by Florida Statutes shall be paid from public funds.

Section 4.2 Deferred Compensation. While employed as University President, Dr. Cartwright shall receive annual deferred compensation equal to **30% of base salary**, which shall be credited quarterly, and paid annually. To the maximum extent possible, this sum shall be provided through qualified plans (e.g. 403(b), 457, etc.). The material terms of the plan document shall provide for credited deferred compensation to be payable: (1) at the end of the initial contract term; or (2) upon the President's involuntary termination without cause; or (3) the President's death or permanent disability while in office; and shall further provide that the credited but unpaid deferred compensation be entirely forfeited if the President were to voluntarily resign prior to the end of the initial contract term or in the event the President were terminated for cause.

Section 4.3 Incentive Compensation. Dr. Cartwright agrees to the following performance goals and metrics:

- a. The University's strategic plan goals, work plan and accountability report, as approved by the Board;
- b. The Board of Governors' strategic plan and performance funding model; and
- c. Other priorities as established by the Board or the Board of Governors.

The Board Chair and Dr. Cartwright may agree to revise the goals and objectives as necessary during the year. The Board Chair may, in his discretion and in consideration of Dr. Cartwright's

achievement of the performance goals and metrics, award Dr. Cartwright incentive compensation of a bonus up to **\$700,000** during the Term based on the achievement of the performance goals and metrics. The Board Chair shall authorize payment of the Incentive Compensation following the completion of the Board's annual evaluation of the President.

Section 5.0 Benefits.

Section 5.1 Standard Benefits. Dr. Cartwright shall be eligible to participate in all present and future benefit plans maintained by the University for executive service employees. Such benefits shall include, without limitation, health care, disability and life insurance programs, retirement plans, tax-deferred savings plans, flexible spending accounts, and vacation and sick leave.

Section 5.2 Automobile. While employed as University President, the University shall provide Dr. Cartwright with a monthly automobile allowance of \$1,200.

Section 5.3 Business/Travel Expenses. While employed as University President, the University shall cover the cost of Dr. Cartwright's reasonable business expenses, including meetings, business travel, and entertainment, including travel for the President's spouse or partner where attendance of same is in the best interests of the University. All travel expenses paid with state funds shall conform to the laws of the State of Florida, University regulations and University travel policies.

Section 5.4 Club/Association Memberships. The University will provide, from non-state funds, the cost of annual dues and membership fees for a mutually agreed upon private club membership that will facilitate the performance of President's duties. The University will also pay any dues for professional organizations that the President joins for the benefit of the University.

Section 5.5 Executive Health and Wellness Program. Dr. Cartwright shall be entitled to participate in a Florida-based executive health and wellness program of his choice and shall be entitled to reimbursement of any amounts not covered by his current health insurance policy.

Section 5.6 Documentation. Dr. Cartwright shall provide receipts and other supporting documentation for all expenses for which he is seeking reimbursement, in accordance with University or UCF Foundation policies.

Section 6.0 Housing. The Burnett House is in proximity to Dr. Cartwright's primary office, houses another office for Dr. Cartwright, contains University entertaining and event space, and is a facility in which Dr. Cartwright shall reside and conduct University business, entertainment and development. As a term and condition of his employment as President, Dr. Cartwright shall reside and work in the University-owned Burnett House for the benefit and convenience of the University. The University shall pay the cost of hazard and liability insurance, utilities, internet service, housekeeping, catering, home office facilities, equipment and services, landscaping and grounds-keeping, maintenance, security, repair and maintenance of

the Burnett House facility. For the convenience of the University, the Burnett House shall be available and shall be used for University-related business and entertainment on a regular and continuing basis.

Section 7.0 Outside Activities. Dr. Cartwright agrees to faithfully, industriously, and with maximum application of experience, ability, and talent, devote full-time attention and energies to his Duties as President. The expenditure of reasonable amounts of time for personal or outside business, as well as charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the Duties. Dr. Cartwright shall not engage in any activity that may be competitive with or adverse to the best interests of the Board and the University.

With prior approval from the Board Chair, and subject to state statutes regarding conflicts of interest/commitment, Dr. Cartwright may serve on boards of directors of for-profit corporations. Any and all income or other compensation earned by Dr. Cartwright in connection with board service 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 (he/she) is otherwise entitled to receive hereunder. Dr. Cartwright shall use annual leave when attending to matters pertaining to such personal service if it is during normal work hours and requires a half day or more. Dr. Cartwright may also serve on any national, state or local boards which further the interests of UCF and such service shall not be deemed personal in nature.

Section 8.0 Tenure. Dr. Cartwright has been granted a tenured faculty appointment at the rank of professor in the Department of Electrical and Computer Engineering in UCF's College of Engineering and Computer Science, with all rights and privileges associated with such appointment.

Section 9.0 Termination/Resignation

Section 9.1 Termination for Cause. The Board may terminate this Agreement and Dr. Cartwright's employment hereunder for Cause. Cause for this purpose shall mean any one or more of the following:

- A. Neglect or inattention by Dr. Cartwright to the duties of President of the University or Dr. Cartwright's refusal or unwillingness to perform such duties in good faith and to the best of Dr. Cartwright's abilities after reasonably specific written notice of such neglect or inattention has been given to Dr. Cartwright from the Chairman of the Board of Trustees and Dr. Cartwright has continued such neglect or inattention during a subsequent period specified by the Board of not less than sixty (60) days; or
- B. Material, significant or repetitive violation or breach by Dr. Cartwright of this Agreement; or

- C. Conviction, a plea of guilty, or a plea of nolo contendere by Dr. Cartwright to a felony, or to a misdemeanor involving moral turpitude; or
- D. Fraud or dishonesty of Dr. Cartwright in the performance of his duties or responsibilities hereunder; or
- E. Fraud or dishonesty of Dr. Cartwright in the preparation, falsification or alteration of documents or records; or
- F. Knowing failure by Dr. Cartwright to obtain prior approval for outside activities as required by law or this Agreement; or
- G. Commission of or participation in any act, situation, or occurrence by Dr. Cartwright which brings Dr. Cartwright into public disrepute, contempt, scandal or ridicule or failure by Dr. Cartwright to conform his personal conduct to conventional standards of good citizenship, with such conduct offending prevailing social mores and values and/or reflecting unfavorably upon the University's reputation and overall primary mission and objectives including but not limited to, acts of dishonesty, misrepresentation, fraud, or violence that may or may not rise to a level warranting criminal prosecution by the relevant authorities.

In the event the Board determines there are grounds to terminate Dr. Cartwright for cause pursuant to sub-paragraphs B through G, the Board may terminate Dr. Cartwright's employment in any capacity with UCF and Dr. Cartwright shall no longer be entitled to receive any compensation under this agreement and shall forfeit any additional compensation accrued but not paid pursuant to paragraph 4.0. The Board may suspend Dr. Cartwright for a period not to exceed ninety (90) days for any one or more of the acts or omissions representing grounds for termination for cause under this sub-paragraph without waiving the right of termination. During a period of suspension under this sub-paragraph, Dr. Cartwright shall only be entitled to receive the base salary provided by section 4.1. If the Board terminates Dr. Cartwright's employment for Cause pursuant to sub-paragraph A, Dr. Cartwright may continue to be employed by UCF as a full professor with the compensation described in paragraph 9.3

Section 9.2 Termination Without Cause. The University may terminate this agreement without cause at any time for the convenience of the University upon the lesser of ninety (90) days prior written notice to Dr. Cartwright or the remaining term of the contract. In that event, Dr. Cartwright shall, at his discretion, either leave the University and receive a lump sum payment equal to twenty weeks of base salary and all accrued deferred compensation or return to faculty as provided in section 9.3, and receive any deferred compensation accrued as of the date of termination. In the event of a termination without cause, the Board will consider a pro-rated incentive award for the then-current incentive compensation period. Dr. Cartwright's death or permanent disability as defined in Section 9.4, shall not constitute termination without cause. In the event of Dr. Cartwright's termination without cause, Dr. Cartwright shall be entitled to

remain in the University-owned residence for at least ninety (90) days following written notice of termination without cause. The Board, in its sole discretion, may extend this ninety (90) day period.

Section 9.3 Resignation as President. In the event Dr. Cartwright resigns his employment as President of the University in a timely manner that is acceptable to the Board, and elects to return to the tenured faculty in a teaching, research or service role, Dr. Cartwright shall be paid the greater amount of (a) \$550,000 or (b) a salary equal to the highest paid faculty member in the College of Engineering and Computer Science and shall have the option of spending the first academic year (two semesters) immediately following his resignation on professional development leave, to prepare for his return to faculty. The professional development leave is subject to the terms and conditions of the University's professional development leave program, including, without limitation, Dr. Cartwright's agreement to repay the University any salary he receives while on leave if he does not return to the University for at least two consecutive semesters (excluding summers) immediately following participation in the program. No other benefits or compensation referenced in this Agreement shall continue other than standard benefits for faculty.

Section 9.4 Permanent Disability/Death. In the event Dr. Cartwright is unable to complete the term of this Agreement due to disability as defined in section 409A of the Internal Revenue Code, he shall be entitled to receive the amounts payable under the university's short term disability policy and continue to receive his base salary until his long-term policy begins payment, not to exceed 90 days.

In the event of Dr. Cartwright's death during his service as President, his spouse shall be entitled to remain in the University-owned residence for up to ninety (90) days after Dr. Cartwright's death. The Board, in its sole discretion, may extend this ninety (90) day period.

Section 10.0 Dispute Resolution. The Board and Dr. Cartwright agree that if any dispute arises concerning this Agreement, they will first attempt in good faith to resolve the dispute to their mutual satisfaction within 60 days. If they are unable to do so, the Board and Dr. Cartwright agree that they will submit the dispute within 30 days following end of the informal resolution period, to binding arbitration in Orlando, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The Board and Dr. Cartwright agree that an arbitrator may not be a University employee or have any material ongoing relationship with the University. The filing fee and all costs of the arbitration and the arbitrator(s) fees shall be divided equally between the parties. Each party shall bear their own costs of any legal fees associated with the dispute and the arbitration proceeding. UCF expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this section shall be deemed a waiver of sovereign immunity or limits of liability beyond any statutory waiver.

Section 11.0 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 to:

If to the University:
Chair, Board of Trustees
University of Central Florida
4365 Andromeda Loop N.
Suite 360
Orlando, FL 32816

If to Dr. Cartwright:
Dr. Alexander Cartwright, President
University of Central Florida
4365 Andromeda Loop N.
Suite 308
Orlando, FL 32816

Section 12.0 Indemnification. The University shall indemnify Dr. Cartwright against damages, settlements, legal fees, expenses, judgements, and other financial amounts incurred within the scope of his Duties as President and thereafter relating to his service as President, to the extent consistent with Florida Law and the actions and directives of the Board.

Section 13.0 General Cooperation Covenant. Without limitation of the obligations specified in this Agreement and applicable University rules, governance standards, regulations, policies and procedures, Dr. Cartwright 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.

Section 14.0 Severability/Waiver. If any portion of this Agreement shall be held to be invalid, inoperative, or unenforceable, then, so far as possible, effect shall be given to the intent manifested by the portion held invalid, inoperative, or unenforceable, and the remainder of this Agreement shall remain in full force and effect. 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.

Section 15.0 Governing Law. 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, excluding its choice of law rules. Nothing contained in this Agreement shall be deemed or construed to waive or limit any rights or defenses of sovereign immunity which are or may be applicable to the parties.

Section 16.0 Counterparts. This Agreement may be executed in counterparts, and by the parties on separate counterparts each of which, when so executed, shall constitute but one in the same instrument.

Section 17.0 Modification of Agreement. This Agreement represents the complete understanding of the parties and supersedes any previous or contemporaneous written or oral representations made by either party. There are no other promises, understanding, 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.

Section 18.0 Personal Contract. The obligations and duties of Dr. Cartwright shall be personal and not assignable or delegable in any manner whatsoever. This Agreement shall be binding upon and inure to the benefit of Dr. Cartwright and his executors, administrators, heirs, successors, and permitted assigns, and upon the University and its successors and assigns.

Section 19.0 No Trust Fund. Nothing contained in this Agreement and no action taken pursuant to the provisions of this Agreement shall create or be construed to create a trust of any kind. To the extent that Dr. Cartwright acquires a right to receive payments from the University under this Agreement, the University's obligation to make such payments represents an unfunded promise or covenant to pay such amount running from the University to Dr. Cartwright.

Section 20.0 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 the intention to comply with its terms.

Section 21.0 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 for by law.

Section 22.0 Section 409A. The parties intend that benefits under this agreement are to be either exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code and the regulations issued thereunder ("Section 409A"), and this Agreement shall be interpreted and administered in accordance with the intent that Dr. Cartwright not be subject to tax under Section 409A. If any provision of the Agreement would otherwise conflict with or frustrate this intent, then to the extent permitted by law and as agreed upon by UCF's tax counsel, that provision will be interpreted and deemed amended so as to avoid the conflict. Any reference in this Agreement to "termination of employment", "separates from service" or similar phrase shall mean an event that constitutes a "separation from service" within the meaning of Section 409A. All reimbursements and in-kind benefits shall be provided in accordance with Treasury Regulation Section 1.409A-3(i)(iv).

Section 23.0 Miscellaneous. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University" or "UCF" as used herein, where applicable or appropriate, shall be deemed to include or refer to any duly authorized board, committee, or officer of said entity.

Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

Section 24.0 Board of Governors Ratification. This Agreement is subject to and shall not be enforceable until ratification by the Florida Board of Governors.

IN WITNESS WHEREOF, the President and the authorized representative of the Board of Trustees have executed this Agreement to be effective as of [Date]

University of Central Florida Board of Trustees

By: _____

Alex Martins

Chair, Board of Trustees

Date: _____

By: _____

Alexander Cartwright

Date: _____