



UNIVERSITY *of* WEST FLORIDA

Presidential Search



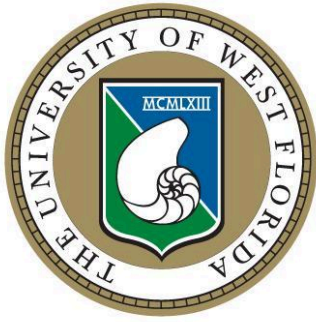


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The image is a composite of two photographs of a stone pillar. The top photograph shows the upper portion of the pillar, featuring a wide, square, light-colored stone capital with a recessed top. Below the capital is a decorative band consisting of alternating layers of light-colored stone and dark reddish-brown bricks. The bottom photograph shows the lower portion of the pillar, which is made of light-colored stone blocks. On each of the four visible faces, there is a square, recessed panel containing a carved, stylized, symmetrical floral or foliate design. The pillar is set outdoors, with green trees and a clear sky visible in the background.

Presidential Search Committee Formation



UNIVERSITY OF WEST FLORIDA

Presidential Search

August 22, 2025

Dear Colleagues,

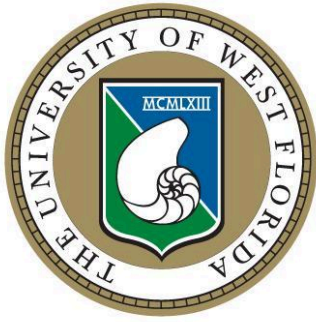
Today, I am pleased to announce the members of the University of West Florida Presidential Search Committee. Please read the [press release](#) and visit the [Presidential Search website](#) for updates and opportunities to provide input.

These individuals, who were appointed in accordance with Florida Board of Governors regulations, represent the Florida Board of Governors, UWF Board of Trustees, faculty, students, alumni, military and the community.

Each member offers a unique professional background, public service experience, as well as a commitment to the success of UWF. I am grateful for their dedication to this process and for giving their time to assist our University throughout the search.

The UWF Presidential Search Committee members are:

- **Zack Smith** - Chair, Presidential Search Committee; UWF Board of Trustees; Chair, UWF Student Affairs Committee; Senior Legal Fellow, The Heritage Foundation
- **Trista Bennett** - UWF Board of Trustees; President, UWF Student Government Association
- **Dr. Ken Ford** - Founder and Chief Executive Officer Emeritus, Institute for Human & Machine Cognition
- **Ashton Hayward** - President, Andrews Research & Education Foundation; Co-founder, Andrews Medicine; Principal at Shumaker; Former Pensacola Mayor (2011-2018)
- **Alan Levine** - Vice Chair, Florida Board of Governors; Chairman, President and Chief Executive Officer, Ballad Health
- **Ginger Bowden Madden** - State Attorney for the First Judicial Circuit of Florida
- **Sabrina McLaughlin** - Owner and Executive Creative Director, 3125 Communications
- **Collier Merrill** - President, Merrill Land Company; President and Owner, Great Southern Restaurants; Chair, UWF Historic Trust
- **Paul Mixon** - District 1 County Commissioner
- **Dr. Rachel Moya** - UWF Board of Trustees; Chair, UWF Finance and Facilities Committee; Chief Executive Officer, Scale Strategies Inc.
- **David Peaden** - External Affairs Manager (Escambia and Santa Rosa Counties), Florida Power & Light
- **Dr. David Ramsey** - Chair and Professor, UWF Reubin O'D. Askew Department of Government



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- **Dr. Heather Riddell** - 2025-2026 Faculty Senate Representative, UWF Board of Trustees; Associate Professor, UWF Department of Communication
- **Ashley Ross** - UWF Board of Trustees; President, Ross Consulting
- **Retired Captain Terrence "Village" Shashaty** - President, American Heritage Financial; Former Commanding Officer, Pensacola Naval Air Station

UWF will follow the process required by the [State University System's Board of Governors regulation for presidential searches](#). The committee is advisory and will be responsible for recommending qualified candidates to the UWF Board of Trustees, which will then interview the finalists and select the next president, pending final confirmation from the Board of Governors.

Many thanks to all and we will provide you with updates as we progress.

Sincerely,

Rebecca Matthews
Chair, UWF Board of Trustees

Presidential Search Committee Members

The Presidential Search Committee is entrusted with the job of assisting the Board of Trustees of the University of West Florida in selecting a dynamic and competent individual to assume the leadership of this great University.

Zack Smith

Chair, Presidential Search Committee
UWF Board of Trustees; Chair, UWF Student Affairs Committee; Senior Legal Fellow, The Heritage Foundation

Trista Bennett

UWF Board of Trustees; President, UWF Student Government Association

Dr. Ken Ford

Founder and Chief Executive Officer Emeritus, Institute for Human & Machine Cognition

Ashton Hayward

President, Andrews Research & Education Foundation; Co-founder, Andrews Medicine; Principal at Shumaker; Former Pensacola Mayor (2011-2018)

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Ashley Ross

UWF Board of Trustees; President, Ross Consulting

Retired Captain Terrence “Village” Shashaty

President, American Heritage Financial; Former Commanding Officer, Pensacola Naval Air Station

UWF Presidential Search Timeline and Communications

August 2025

- Launch of [UWF Presidential Search website](#)
- UWF Presidential Search Committee [announced](#)
- Funk Associates selected for search consultation
- Lawson Huck Gonzalez selected for outside counsel
- Stakeholder Input form open for public input
- The UWF Presidential Search Committee convened to introduce its members and receive the committee's charge, timeline and responsibilities. The committee reviewed Sunshine Law and public records requirements and met with the executive search firm
- The Presidential Search Committee hosted open forums and listening sessions with UWF stakeholders to gather input on the qualities and expectations for the next president. Feedback from these sessions informed the development of the presidential position profile and candidate evaluation criteria

September 2025

- Funk Associates conducted a [presidential salary survey](#) to provide the Board of Trustees with current compensation data for presidents at Florida public universities, UWF's peer institutions and aspirant institutions. The survey informed compensation discussions as part of the University of West Florida's presidential search process
- UWF Board of Trustees unanimously approved the Presidential Position Criteria and range of compensation: \$800K - \$1.2M
- UWF Board of Trustees approved presidential search marketing plan

October 2025

- Presidential position applications open through Oct. 31

UWF Presidential Search Timeline and Communications

November 2025

- The UWF Presidential Search Committee convened to determine, based on the approved position criteria, which applicants would be selected for committee interviews. Funk Associates led the discussion and facilitated the ranking process during the meeting
- The UWF Presidential Search Committee conducted in-person applicant interviews in accordance with the format and parameters established by the committee. The committee utilized the same preliminary questions for each applicant to ensure a consistent and equitable interview process
- Background check and reference checks conducted by Funk Associates
- The UWF Presidential Search Committee selected UWF Interim President Manny Diaz Jr. as the sole finalist for recommendation to the UWF Board of Trustees. The Florida Board of Governors Chair approves the recommendation of a sole finalist
- UWF [announced](#) Manny Diaz Jr. as the sole finalist on Nov. 22, 2025

December 2025

- UWF hosted open public forums with Presidential Search Finalist Manny Diaz Jr., open to the campus community and the general public
- Presidential Search Finalist Feedback form open for public input

January 2026

- UWF Board of Trustees met to interview the finalist Manny Diaz Jr.
- The [UWF Board of Trustees selected Manny Diaz Jr.](#) as the seventh president of the University of West Florida for recommendation to the Florida Board of Governors on Jan. 8, 2026
- Presidential Employment Agreement drafted by UWF BOT Chair, Outside BOT Counsel, President-Elect, his outside counsel and reviewed by UWF General Counsel. Copies of finalized draft Presidential Employment Agreement submitted to BOG General Counsel
- UWF Board of Trustees approved presidential employment agreement



Position Criteria

Leadership Qualities and Experience

The ideal candidate for the UWF Presidency will demonstrate the following qualities and experiences:

SERVANT LEADERSHIP

The ability to work collaboratively to articulate and implement a bold and innovative mission-aligned vision for UWF's future, ensuring continued growth and expanding regional impact.

COMMITMENT TO ACADEMIC EXCELLENCE

An understanding of the academic enterprise including teaching, research, and faculty development.

STRATEGIC FUNDRAISING AND FINANCIAL STEWARDSHIP

Proven ability to lead successful fundraising campaigns, build partnerships, and ensure responsible financial management to support a growing university.

STUDENT-CENTERED APPROACH

Commitment to enhancing student success, improving retention and graduation rates, and ensuring accessibility and affordability.

COMMUNITY AND GOVERNMENT RELATIONS

Experience in engaging with local, state, and federal officials, as well as strengthening relationships with the Northwest Florida community.

EXECUTIVE EXPERIENCE

A record of successful leadership in a complex organization, preferably in higher education, government, or a large nonprofit entity.

Key Institutional Priorities

The next President of UWF will be responsible for advancing several key priorities:

1. ELEVATING STUDENT SUCCESS AND EXPERIENCE

- a. Improve student retention, graduation rates, and career placement opportunities.
- b. Promote initiatives that provide targeted support for military and other students.

2. CONTINUING TO SUPPORT ACADEMIC EXCELLENCE AND FACULTY RESEARCH

- a. Continue to align academic programs with regional need while also supporting the R2, Community Engaged research mission.

3. DEEPENING COMMUNITY ENGAGEMENT AND PARTNERSHIPS

- a. Foster meaningful partnerships with businesses, local government, military, and nonprofit organizations.
- b. Strengthen UWF's status as a school of choice in the region and beyond.

4. STRENGTHENING FINANCIAL SUSTAINABILITY

- a. Develop and implement strategies to diversify revenue streams and optimize resource allocation.
- b. Work with government and well as private industry to pursue grant and public-private partnership opportunities.
- c. Lead capital campaigns and philanthropic initiatives to support scholarships, faculty endowments, and infrastructure improvements.

5. ALIGNING WITH THE STATE UNIVERSITY SYSTEM OF FLORIDA STRATEGIC PLAN

- a. SUS 30, Extraordinary Impact lays out five pillars led by a One System principle encompassing the 12 distinct institutions in the state. The other four are Elevating student success; Operational excellence; World-Class talent; and Innovative Research and Development. The next President will lead UWF to continue moving forward with a thoughtfully tailored role in pushing forward on those principles.

Desired Qualifications

Candidates should possess:

- A relevant graduate degree is preferred but not required.
- A distinguished record of leadership, preferably in higher education, public service, or business.
- Strong communication and interpersonal skills, with experience working with diverse stakeholders to achieve local, regional, and national goals.
- A deep appreciation for UWF's mission, culture, and role in the state of Florida and beyond.
- A passion and excitement for the university's ability to change the lives of its students.



President-Elect Letter and Supporting Documents



September 19, 2025

Zack Smith, Chair
Presidential Search Committee
University of West Florida
Pensacola, FL 32514

Dear Chair Smith and Presidential Search Committee Members,

Please accept this letter and the attached curriculum vitae as my formal application for the position of President of the University of West Florida (UWF).

During my tenure as Interim President, I have focused on building momentum that will propel UWF into the next decade. We established the Office of Military Services to strengthen our role as the state's leader in serving active-duty military members, veterans, and their families. We secured more than \$40 million in new grant funding, reflecting UWF's growing capacity for research excellence, innovation, and student support. In addition, I have prioritized building strategic partnerships across Northwest Florida, including visits and meetings with commanders at Naval Air Station Pensacola, Naval Air Station Whiting Field, Eglin Air Force Base, and Hurlburt Field. These efforts are laying the groundwork for UWF to become the premier hub for military-connected education, research, and workforce development in the state of Florida.

At the heart of these achievements is a simple but powerful truth: our students, faculty, staff, and alumni love UWF. Whether in classrooms, at athletic events, or in community gatherings, the passion and pride of the Argonaut community are unmistakable. As I have engaged across campus, I have been inspired by the dedication of our faculty and staff, as well as the determination of our students to excel and make a difference.

For nearly three decades, I have dedicated my life to public service. My experience as a leader has consistently been defined by building consensus, advocating effectively, delivering measurable results, and positioning institutions for long-term success. UWF already has a strong foundation — an outstanding faculty, committed staff, passionate alumni and supportive partners. But we are only getting started. Together, we can position UWF as a top-tier regional and national leader, expand our research portfolio, strengthen student success and workforce readiness, and elevate Argonaut athletics and student life in ways that match our academic excellence.

I am confident that I am the right person to lead UWF into the future. I am committed to executing on our strategic vision; ensuring academic rigor, truth-seeking, civil discourse, and expanded research; and advancing UWF's reputation as a university of choice in Florida and beyond.

I look forward to the opportunity to speak with you and each member of this esteemed Committee, and to share more about how we can continue building a brighter future for UWF and the communities we serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Manny Diaz Jr.', with a stylized, cursive script.

Manny Diaz Jr.
Interim President
University of West Florida



MANNY DIAZ JR.

EXECUTIVE SUMMARY

Accomplished education leader with over 30 years of experience spanning public policy, higher education leadership, and K-20 system reform. Proven ability to lead complex organizations, implement transformative education initiatives, and engage diverse stakeholders. As Florida's Commissioner of Education and COO of a private college, led academic policy, institutional development, and strategic growth. Committed to advancing student access, workforce readiness, and academic excellence.

EDUCATION

Urban Principals Initiative (Certificate Program)

Harvard Graduate School of
Education –
Cambridge, MA | 2006

Master of Education in Educational Leadership

Nova Southeastern University
– Ft. Lauderdale, FL

Bachelor of Arts in Human Resources

St. Thomas University –
Miami Gardens, FL

AWARDS & HONORS

- First Recipient of the St. Thomas University Alumni Archbishop Thomas Wenski Award
- Florida Chamber of Commerce Distinguished Advocate – 2013–2019
- Florida Chamber of Commerce Education Advocate of the Year
- Hispanic Heritage Education Leadership Award
- Excellence in Public Service Award – Florida TaxWatch

PROFESSIONAL EXPERIENCE

University of West Florida —

Interim President

Pensacola, FL / July 2025 - Present

- *Manages over \$300 million overall budget, including state funding, tuition and all auxiliary sources.*
- *Increased enrollment at record 15,600 students*
- *Programs have received over \$40 million in grant funding*
- *Created Office of Military Services to better serve military and veteran population*

Florida Department of Education —

Commissioner of Education

Tallahassee, FL / June 2022 – July 2025

- Oversaw Florida's public education system, including 28 state colleges and nearly 3 million students across K-20 institutions.
- Managed a \$27 billion annual education budget with responsibility for strategic allocation, fiscal oversight, and policy alignment across the state.
- Founded and led the Annual Commissioner's Summit, gathering 28 college presidents and 12 state university presidents to foster collaboration, share best practices, and align academic and workforce priorities across Florida's higher education system.
- Created and hosted the National School Safety Summit in Orlando, Florida, bringing together participants from 20 states to address critical issues in school safety, mental health, and prevention.
- Led statewide reforms in K-12 curriculum, higher education policy, and technical education expansion.
- Partnered with higher education institutions to align degree and certification programs with economic and workforce demands.
- Championed initiatives to expand school choice, strengthen accountability, and improve affordability in postsecondary education.

PROFESSIONAL EXPERIENCE CONTINUED

Doral College — Chief Operating Officer

Doral, FL | 2013 – 2022

- Directed day-to-day operations, strategic planning, and academic programming for an accredited, dual-enrollment focused private college.
- Led institutional growth, accreditation efforts, and academic partnerships with K-12 charter school networks.
- Expanded online and hybrid offerings, resulting in significant enrollment growth and increased student retention.
- Managed cross-functional teams in academic affairs, student services, and compliance, ensuring operational excellence and innovation.

Florida Senate — State Senator, District 36

Miami-Dade County, FL | 2018 – 2022

- Chair, Senate Education Committee; Vice Chair, Appropriations Subcommittee on Education.
- Led education legislation focused on career and technical education, school safety, teacher certification reform, and higher education accountability.
- Oversaw budgetary recommendations and policy development affecting Florida's colleges and universities.
- Worked closely with the State University System on articulation, funding, and performance-based initiatives.

Florida House of Representatives — State Representative, District 103

Miami-Dade County, FL | 2012 – 2018

- Chair, PreK-12 Innovation Subcommittee; Member, Education Committee.
- Sponsored legislation advancing charter school autonomy, dual enrollment expansion, and competency-based learning.
- Advocated for data-driven accountability, early college access, and workforce-aligned curriculum pathways.
- Built bipartisan coalitions to pass education reform measures with long-term student impact.

Miami-Dade County Public Schools — Assistant Principal & Educator

Miami, FL | 1994 – 2013

- Served as assistant principal and teacher, leading school improvement planning, curriculum development, and instructional oversight.
- Established partnerships with local colleges to expand dual enrollment opportunities.
- Mentored early-career teachers and promoted evidence-based instructional practices for academic growth.

BOARD SERVICE

Florida State University System Board of Governors — Member

Tallahassee, FL | 2022 – Present

- Provides systemwide governance for Florida's 12 public universities.
- Helps shape strategic direction, accountability measures, and funding models across the higher education landscape.
- Collaborates with institutional leaders and state officials to align academic and economic priorities.

Florida Council of 100 — Member
Tallahassee, FL | 2022 – Present

- Engage with Florida's top business leaders to drive policies that promote economic growth, workforce development, and educational excellence.
- Actively participates in high-level strategic discussions on business and education initiatives that impact Florida's future.

LEADERSHIP & AFFILIATIONS

- Member, Hoover Institution Education Practitioners Council
- Member, State University System of Florida Collaboration Council
- Advisory Member, Florida College Access Network
- Member, Florida Chamber Foundation Future of Work Task Force
- Keynote Speaker, Harvard University Kennedy School of Government
- Speaker, William F. Buckley Jr. Program at Yale University
- Frequent keynote speaker on education reform, school choice, and higher education pathways

VISION FOR UNIVERSITY LEADERSHIP

Manny Diaz Jr. would bring a bold, student-centered vision to the University of West Florida, rooted in excellence, innovation, and regional impact. His focus would include:

- Strengthening academic excellence and research capacity
- Expanding workforce-aligned programs and partnerships
- Promoting access, affordability, and student outcomes
- Enhancing the university's role in economic and community development

ACCOMPLISHMENTS

- Ranked #1 in Education by U.S. News & World Report for two years in a row (2023, 2024) and ranked second (2025).
- Ranked #1 for Higher Education by U.S. News & World Report for nine years in a row. (2025).
- Ranked #1 in Education Freedom by the Heritage Foundation for the third consecutive year (2024).
- Ranked #1 in the Parent Power Index by the Center for Education Reform, reflecting its robust school choice options, including charter schools, private school scholarships and virtual education program (2024)
- Florida has earned the highest score on the 2025 EdChoice Friedman Index, reflecting the state's expansive school choice programs and the availability of Education Savings Accounts (ESAs) for families to use for additional educational services (2025).
- Florida ranked number one for Education Freedom by the ALEC Index of State Education Freedom: A 50 State Guide to Parental Empowerment (2025).
- Hosted the first-ever National Summit on School Safety, bringing together national education leaders, law enforcement officials, policymakers and school safety specialists to learn about Florida's nation-leading approach to School Safety (2025).
- Florida's high school graduation rate rose to 89.7% during the 2023-2024 school year, exceeding the pre-pandemic rate of 86.9% for the 2018-2019 school year.

ACCOMPLISHMENTS CONTINUED

- Surpassed 500,000 students participating in Florida's school choice scholarship program (2024).
- For the first time, the number of students who have enrolled at a public charter school in Florida crossed the 400,000 mark in the 2024-25 school year.
- During the 2023-24 academic year, Florida experienced record-breaking CTE enrollments, including over 800,000 K-12 Career and Technical Education (CTE) students, 480,000 postsecondary CTE students (2024).
- Under Governor DeSantis' leadership, a total of \$190 million has been appropriated to expand and create workforce development programs through the Workforce Development Capitalization Incentive Grant Program, providing hands-on experience in high-demand fields like health, aerospace, biomedical science, digital video technology, aviation and more (2025).
- Since 2019, FDOE has awarded a total of \$85 million through the Pathways to Career Opportunities Grant for the development of new, and operation or expansion of existing, registered apprenticeship or preapprenticeship programs (2025).
- Since 2020, more than \$4.6 billion has been dedicated toward improving teacher pay.
- Awarded \$5 million through the Pathways to Career Opportunities Grow Your Own Teacher Grant (PCOG GYO), to expand Florida's teacher apprenticeship program and strengthen the teacher pipeline by creating pathways for aspiring educators (2025).
- 2024-2025 saw a record \$28.4 billion for K-12 public school funding, including a historic per-student allocation of \$8,959.
- More than 600 middle and high school students competed in the Florida Civics and Debate Initiative (FCDI) State Championship, a first-of-its-kind program fostering civil discourse and civic education. Since its 2019 launch, FCDI has engaged over 3,400 students from more than 400 schools statewide (2024).
- In January 2024, the State Board of Education permanently prohibited Diversity, Equity, and Inclusion (DEI) programs in the Florida College System, banning the use of state or federal funds for initiatives based on race or sex preferences.
- Nearly 400 schools throughout the state have earned a Purple Star School of Distinction designation, five school districts have earned the Florida Purple Star School District designation and 12 Florida colleges earned the Collegiate Purple Star Schools of Distinction designation. (2025)



Presidential Employment Agreement



UNIVERSITY OF WEST FLORIDA PRESIDENT'S EMPLOYMENT AGREEMENT

The **University of West Florida Board of Trustees** (the “Board” or the “Board of Trustees”), a public body corporate of the State of Florida, for itself and on behalf of The University of West Florida (“University”), and Manuel Diaz, Jr., an individual (“President” or “Manny Diaz”), hereby enter into this President’s Employment Agreement (the “Agreement”). The Board and President may be referred to individually as a “Party” or collectively as the “Parties.”

Background

WHEREAS, the Board has the authority to select a President of the University pursuant to Regulation 1.001(5)(d) and 1.002 of the Board of Governors of the State University System of Florida (“Board of Governors”); and

WHEREAS, Manny Diaz has been serving as Interim President since July 14, 2025; and

WHEREAS, on August 22, 2025 the Board, pursuant to the Board of Governors Regulation 1.002, established a Presidential Search Committee; and

WHEREAS, the Presidential Search Committee, whose members included, but was not limited to, a member of the Board of Governors, Board of Trustees, as well as faculty and student members, named Manny Diaz, Jr. the sole finalist candidate for consideration by the Board; and

WHEREAS, the Board is authorized to determine the terms and conditions of employment of the President of the University, and has delegated authority to the Chair of the Board to negotiate and enter into this Agreement with Manny Diaz, Jr.; and

WHEREAS, Manny Diaz, Jr. is willing to serve as President of the University subject to the Board of Governors confirmation of the Board’s appointment of Manny Diaz, Jr. as President; and

WHEREAS, the Parties acknowledge that the University will perform some of its obligations through The University of West Florida Foundation, Inc. (“Foundation”), a Florida 501(c)(3) Direct Support Organization of the University; and

WHEREAS, the Parties desire to memorialize the terms and conditions of employment as President of the University in this Agreement.

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

1. Incorporation of Recitals

1.1. The foregoing recitals are true and correct and incorporated by reference into this Agreement.

2. Powers and Duties of President While Serving as President

2.1. The President reports to the Board and is the Chief Executive Officer of the University, subject to the supervision of the Board, the laws of the State Florida, and the rules, regulations, and policies of the Board, the University, and the Board of Governors. During the Presidential Appointment Term (as defined in Section 4.1 below), the President has the powers and duties reserved to the position of president of the University by the Florida Statutes, Board of Governors regulations, and the University regulations and other actions of the Board (collectively "Duties"), as they presently exist or may hereafter be amended. The President and the Board acknowledge and agree that the Duties hereunder are and shall be consistent with those customary for the position of a university president, including but not limited to those duties required by law, by University policy and regulation, by regulation of the Board of Governors, those delegated to the President by the Board and by this Agreement, as well as any such additional duties commensurate with such position as may be lawfully specified from time-to-time by the Board. The President has the full power and authority to direct the operation and management of the University, subject to the direction, control, and instructions of the Board.

3. Best Efforts While Serving as President

3.1. During the Presidential Appointment Term, the President will diligently devote his full professional time, ability, and attention to the day-to-day operations of the University, including without limitation, all administrative, executive, and academic functions. Such duties shall be rendered at the campus(es) of the University and such other place(s) as the Board or President deem appropriate for the interests, needs, business or opportunities of the University.

3.2. Subject to the provisions in subsections 3.3 and 3.4, during the Presidential Appointment Term, the President's expenditure of reasonable amounts of time for personal or outside business, as well as non-University related charitable and professional development activities, shall not be deemed a breach of this Agreement, provided such activities do not interfere with the services required to be rendered to the University under the provisions of this Agreement, Florida law, and

applicable regulations or policies of the Board of Governors, Board of Trustees and the University.

3.3. The President shall not knowingly engage in any activity that may be competitive with or adverse to the best interests of the Board of Trustees or the University, or that individually or collectively create a conflict of commitment with his obligations under the Agreement.

3.4. During the Presidential Appointment Term, the President shall seek approval from the Board Chair prior to agreeing to serve on any boards of directors or engaging in outside employment, business or professional activities subject to the provisions of University regulation or policy and notification of said outside employment, business or professional activities shall be provided to the Board of Trustees. Such approval shall not be unreasonably withheld. Any and all income or other compensation earned by the President in connection with approved non-University 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, or benefits he is otherwise entitled to receive under this Agreement.

3.5. During the Presidential Appointment Term, the President shall perform the duties of president for all existing and future campuses of the University, and for and at such other place or places as the Board deems appropriate for the interests, needs, business, or goals of the University.

4. Presidential Appointment Term; Evaluation; Renewal

4.1. Presidential Appointment Term. The appointment as President (“Presidential Appointment Term”) shall be for a term of five (5) years, commencing on February 1, 2026, and ending on February 1, 2031. This appointment and the Agreement are renewable by mutual written consent of the Parties. This appointment and this Agreement are subject to prior termination as provided for in this Agreement, and by the applicable laws of the State of Florida, the regulations and policies of the Board of Trustees, the University, and the Board of Governors.

4.2. Goals and Objectives While Serving as President. Before June 1 of each year, the President will provide the Chair of the Board of Trustees (“Chair”) with a list of proposed goals and objectives for the upcoming fiscal year. The proposed goals and objectives shall be related to, and in furtherance of, the University’s strategic plan goals, work plan and accountability report, and the Board of Governors’ strategic plan and performance funding model, and other priorities as established by the Board of Trustees or the Board of Governors. The goals and objectives are to be presented to the Board for discussion and approval. The Board and the President may agree to revise the goals and objectives as necessary during the fiscal year.

4.3. Annual Evaluation While Serving as President. While the President is employed as president of the University, the President shall initiate the evaluation process for the prior fiscal year ending June 30 of such year by preparing a self-appraisal of his performance for submission to the Chair and evaluation by the Board, its designee, or both, in accordance with directives, policies and procedures established by the Board as the Board may deem appropriate. The President will furnish any additional information reasonably requested by the Chair to aid the Board in its annual performance review of the President. Pursuant to Board of Governors Regulations, the Chair will solicit input from the Chair of the Board of Governors during the evaluation process. The Board will complete the annual evaluation and make any compensation award under Section 6.3 of this Agreement.

5. Salary

5.1. Base Salary. As compensation for all services rendered by the President as president pursuant to this Agreement, the University will pay the President, an Executive Service employee, an annual base salary of Six Hundred Seventy-Four Thousand and No/100 Dollars (\$674,000.00) beginning February 1, 2026 (“Base Salary”), of which a maximum of Two Hundred Thousand Dollars and No/100 (\$200,000.00) can be paid for with State public funds. The President shall be entitled to annual increases in the Base Salary each year of this Agreement. The Base Salary shall be paid in accordance with the University’s standard bi-weekly payroll practices, with appropriate deductions for taxes and benefits. The President shall be responsible for any income tax liability incurred as a result of this Agreement.

6. Other Compensation While Serving as President

6.1. Insurance, Annual and Sick Leave. While serving as president during the Presidential Appointment Term, the President shall receive leave and other usual and customary benefits equal to those provided to the University Executive Service employees, except as provided in this Agreement.

6.2. Housing Allowance. During the Term of this Agreement, the President shall receive an annual housing allowance of Sixty Thousand and No/100 Dollars (\$60,000.00), payable in bi-weekly installments, in lieu of the University providing a residence.

6.3. Performance Compensation Bonus. While serving as president, the President shall be eligible for performance compensation during the 2025-2026 fiscal year, and each continuing year thereafter. The President shall be eligible for performance compensation in accordance with University Policy as follows:

- a. The President shall be eligible for annual performance compensation bonus in an amount as determined by the Board not to exceed sixteen percent (16%) of his Base Salary.
- b. The award of performance compensation shall be based on the Board's assessment, in its sole and absolute discretion, of the President's performance as President during the fiscal year under review. In making its determination, the Board shall consider the President's achievement of the annual goals and objectives set pursuant to Section 4.2 of this Agreement, the evaluation results pursuant to Section 4.3 of this Agreement, and/or other criteria set by the Board prior to the start of the evaluation period and provided to the President in writing. The Board may also consider other significant achievements and accomplishments handled by the President during the evaluation period.
- c. The President shall receive such award if he remains as President through the end of a fiscal year for which performance is determined even though the award is determined later.
- d. Any performance compensation awarded shall be paid to the President no later than October 1st of each year.

7. Funding

7.1. While the President is serving as president during the term of this Agreement and contingent upon the availability of funds, the Board shall not be responsible for, but authorizes this compensation arrangement and shall use its best efforts to cause the Foundation to contribute to the University the portions of all payments provided for in this Agreement that exceed the limits set forth in Florida Statute Section 1012.975.

8. Other Benefits

8.1. The President is eligible for all applicable State of Florida and University benefits and perquisite programs as authorized by the legislature, the Board or other authorized governing bodies. The Board further agrees that while serving as president, the President is entitled, at all times, to the state sponsored life insurance benefits applicable to Executive Service personnel.

8.2. Supplemental Retirement Benefit. During each year of the Presidential Appointment Term and while serving as president, the President will receive, in addition to his Base Salary, Eighty Nine Thousand and No/100 Dollars (\$89,000.00) which shall be used to establish a supplemental retirement benefit in a form reasonably acceptable to the President, such as an annuity or other tax deferred product to supplement his retirement. This supplemental retirement

benefit will be paid to the President pro rata each bi-weekly payroll period. The Foundation will contribute the sums required to fund the above retirement benefits.

8.3. Retention Bonuses.

- a. The University shall establish a 457(f) nonqualified deferred compensation plan (the “First 457(f) Plan”) for the purpose of providing a retention incentive to the President. The University shall contribute One Hundred Twenty-Five Thousand and No/100 Dollars (\$125,000) annually to the First 457(f) Plan for a period of three (3) years. Contributions shall be deposited quarterly into the President’s First 457(f) account. All contributions to the First 457(f) Plan shall vest on July 14, 2028 (for purposes of this 3 year vesting, the Interim President’s service from July 14, 2025 through January 31, 2026 is included), provided the President remains continuously employed by the University through that date. The vested amount shall be distributed to the President no later than September 1, 2028, in accordance with the plan terms and applicable law.
- b. The University shall establish a separate 457(f) nonqualified deferred compensation plan (the “Second 457(f) Plan”) for the purpose of providing a long-term retention incentive to the President. The University shall contribute Seventy-Five Thousand and No/100 Dollars (\$75,000) annually to the Second 457(f) Plan during years four (4) and five (5) of the Presidential Employment Term. Contributions shall be deposited quarterly into the President’s Second 457(f) account. All contributions to the Second 457(f) Plan shall vest on July 14, 2030 (for purposes of this 5 year vesting, the Interim President’s service from July 14, 2025 through January 31, 2026 is included), provided the President remains continuously employed through that date. The vested amount shall be distributed to the President no later than September 1, 2030, in accordance with the plan terms and applicable law.

8.4. Business/Travel Expenses. During the Presidential Appointment Term and while serving as President, the University will cover the cost of the President’s reasonable business expenses, meetings, business travel, and entertainment. In addition, when the President’s spouse travels with him on University-related business while he is serving as President, the Foundation shall cover the cost of her reasonable travel expenses for travel serving a bona fide business purpose. Funding for spouse travel is only authorized in conjunction with the President’s travel outside of the University service area.

8.5. Mobile Phone. During the Presidential Appointment Term and while serving as President, the Foundation will provide an annual mobile phone allowance in the amount of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) to be paid to the President bi-weekly.

8.6. Automobile. During the Presidential Appointment Term and while serving as president, the University or the Foundation will provide an annual automobile allowance in the amount of Fourteen Thousand No/100 Dollars (\$14,000.00), to be paid to the President bi-weekly. The University will reimburse the President when he rents a vehicle for purposes of traveling long distance for University business.

8.7. Professional Dues, Meeting and Entertainment. During the Presidential Appointment Term and while serving as president, the Board will authorize and provide for the President's reasonable expenses related to his joining and participating in University-related social, professional, or service organizations and activities. The Board may fulfill this obligation through the use of available Foundation funds.

8.8. Club Membership. To further enable the President to carry out his Duties, the Board authorizes the 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.

8.9. 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 President for business or personal use. When traveling on official business, the 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.

8.10. Annual Physical. During the Presidential Appointment Term, the University shall pay or reimburse the President upon proper substantiation for the costs of a complete annual physical examination by a physician of the President's choice. Such payment or reimbursement will be made by the University to the extent the costs are not covered by the President's health insurance. Nothing herein shall authorize the release to the University of the results of the examination or any other protected health information.

9. Expense Receipts and Documentation

9.1. The President agrees to maintain and furnish to the University Comptroller an accounting of reimbursable expenses and membership dues and fees provided for in this Agreement in reasonable detail and consistent with University policies, standards, and procedures and applicable State law on no less than a monthly basis, or as requested. Following the President's submission of an

accounting, the University shall promptly reimburse the President for such expenses, membership dues and fees in accordance with University policies, standards and procedures and applicable State law.

10. Termination of the Contract for Cause

10.1. Notwithstanding anything in this Agreement to the contrary, the parties agree that, upon a vote of two thirds (2/3) of the Board of Trustees, the Board may terminate this Agreement at any time for “just cause.”

10.2. “Just cause” shall be deemed to include, but shall not be limited to:

- a. a deliberate or material violation by the President of the Duties or his refusal or unwillingness to perform the Duties in good faith, during the Presidential Appointment Term, or to the best of his abilities if, within thirty (30) days following the President’s receipt of the written notice of what the Board considers to be the violation, the President fails to cure the same;
- b. materially harmful neglect of essential responsibilities of the President’s Duties;
- c. material dishonesty or serious misconduct that adversely affects the University, including but not limited to, the commission of any felony or of a misdemeanor involving moral turpitude; or a material, significant, or repetitive breach of this Agreement.

10.3. In the event of termination for “just cause” by the Board, the President’s employment with the University shall cease. The Board’s obligations under this Agreement in such event shall be limited to:

- a. the prorated payment of his salary through the date of termination;
- b. the payment of any performance compensation or supplemental retirement benefit that is awarded and/or due, though unpaid as of the date of termination;
- c. the payment of accrued and unused leave through the date of termination in accordance with University regulations and policies, including Policy 7.5; and
- d. the payment of any unpaid reimbursable business, travel, automobile, mobile phone, or other expenses incurred prior to the date of termination and documented by him in accordance with University procedures.

10.4. The President shall not be entitled to any further employment, compensation, or benefits from the University in any capacity except as set out in Section 10.3 and for benefits required to be continued by law.

11. Termination Without Cause

11.1. Notwithstanding anything in this Agreement to the contrary, the Parties agree that upon a vote of two thirds (2/3) of the Board, the Board may terminate this Agreement at any time prior to the expiration of the Presidential Appointment Term without cause, provided that the President is given thirty (30) days prior written notice of this issue coming before the University's Board. Upon receiving notice from the Board, the President may waive any portion or the entire notice period at his discretion and terminate earlier.

11.2. Upon termination of this Agreement by the University other than for cause, the President shall be entitled to 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 all other benefits as set out herein during such period provided that no severance pay shall be provided if the President has been terminated for misconduct as defined in section 443.036(29), Florida Statutes, consistent with section 215.425(4)(a), Florida Statutes.

11.3. The President may terminate the Agreement at any time prior to its term expiration without cause, provided that the President gives ninety (90) days prior written notice to the Board. Upon receiving notice from the President, the Chair may waive any portion or the entire notice period at his/her discretion and terminate earlier.

12. Termination due to Resignation, Death, or Disability

12.1. Notwithstanding anything in this Agreement to the contrary, this Agreement shall terminate upon the President's resignation from employment at the University, death, or "permanent disability" (as hereinafter defined). Such termination shall be deemed to have occurred for "just cause" and the 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 as provided in Section 10.3 (of this Agreement) and for benefits required to be continued by law. For purposes of this Agreement, "permanent disability" shall be defined as the President's inability to perform the applicable job duties for a minimum of six (6) continuous months, as determined by a qualified physician mutually agreed upon by the Parties.

12.2. In the event of the 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. Non-binding Mediation

13.1. The Board and the 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 Board and the President agree that they will submit the dispute to non-binding mediation in Pensacola, Florida, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association then in effect. The Board and the President 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. To the extent permitted under Florida law, they will use their best efforts to ensure that such persons do not further disclose any such information. The Board and the President agree that no mediator or arbitrator may have any material ongoing relationship with the University.

14. Notice

14.1. 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 Board:

Rebecca Matthews, Chairperson
University of West Florida Board of Trustees
11000 University Parkway, Building 10
Pensacola, Florida 32514

With a copy to:

Office of the General Counsel
University of West Florida
11000 University Parkway, Building 10
Pensacola, Florida 32514

If to the President:

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

15. Modification

15.1. This Agreement constitutes the entire understanding of the parties and supersedes all prior or contemporaneous representations or Agreements, whether written or oral, between the parties. There are no other promises, understandings, obligations, inducements, or considerations between the parties or owed by either party to the other that are not set forth in this Agreement.

15.2. This Agreement cannot be changed or modified unless accomplished in writing and signed by the parties.

16. Severability

16.1. The terms of this Agreement are severable, meaning that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable to the extent possible.

17. Governing Law and Forum

17.1. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida, excluding choice of law rules.

17.2. Notwithstanding any other terms and conditions of this Agreement, either party may bring an action for the sole and limited purpose of enforcing the terms and conditions of this Agreement in any court of competent jurisdiction. Venue shall be in Escambia County, Florida.

18. Understanding of the Agreement

18.1. 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. 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.

19. Public Disclosure of the Agreement

19.1. Both Parties agree and acknowledge that this Agreement is subject to the Florida public records laws and may, therefore, be subject to disclosure by and in the manner provided by law.

20. Waiver

20.1. No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

21. Assignment

21.1. This Agreement is not assignable, but shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both parties.

22. Execution and Counterparts

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

23. No Trust Fund

23.1. 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 the President acquires a right to receive payments from the University, such rights shall be no greater than the right of any unsecured, general creditor of the University.

24. Taxes

24.1. The President understands that the services to be rendered by him under this Agreement will cause him to recognize taxable income, which is considered under the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder as compensation income subject to the withholding of income tax (any social security or other employment taxes). The President hereby consents to the withholding of such taxes as are required by law. All sums payable to the President under this Agreement will be reduced by all federal, state, and other withholdings and similar taxes and payments required by law.

25. Miscellaneous

25.1. 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,” where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee of said entity. Whenever the context requires, the masculine shall include the feminine and neuter, the singular shall include the plural, and conversely.

25.2. General Cooperation Covenant. Without limitation of the obligations specified in the Agreement and applicable University rules, regulations, policies and procedures, the President agrees to cooperate fully in any review or investigation

involving University matters in which he may possess pertinent information. These obligations shall survive the expiration or earlier termination of this Agreement.

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

[signature page to follow]

University of West Florida Board of Trustees

By: _____
Rebecca Matthews
Chair

_____ Date

President

By: _____
Manuel Diaz, Jr.

_____ Date

Approved as to Form and Legality:

By: _____
Name:
Title:
Office of the General Counsel
University of West Florida

_____ Date



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