

UNIVERSITY OF NORTH FLORIDA BOARD OF TRUSTEES

INTERIM PRESIDENT EMPLOYMENT AGREEMENT

The University of North Florida Board of Trustees (the “Board”) and Dr. Angela Garcia Falconetti (“Dr. Falconetti”) hereby enter into this Interim President Employment Agreement (“Agreement”). The Board and Dr. Falconetti may be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the Board of Trustees has the authority to select an Interim President of the University of North Florida (“UNF” or the “University”) pursuant to Regulation 1.001(5)(d) of the Board of Governors of the State University System of Florida (“Board of Governors”);

WHEREAS, the Board of Trustees has selected Dr. Falconetti as Interim President, subject to final confirmation by the Board of Governors;

WHEREAS, Dr. Falconetti is willing to serve as Interim President; and

WHEREAS, the Parties desire to memorialize the terms and conditions of Dr. Falconetti’s employment as Interim President of UNF in this agreement.

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 Dr. Falconetti as Interim President of the University for a term commencing on February 16, 2026, and ending upon the earlier of (a) February 15, 2027; (b) the start date of a President of the University appointed pursuant to Florida law; or (c) the termination of this Agreement as otherwise provided pursuant to the terms herein. The period from the commencement to the end shall be known as the “Term.” Dr. Falconetti 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 her employment as Interim President and this Agreement is conditioned upon final confirmation by the Board of Governors.
 - (a) If Dr. Falconetti is not confirmed by the Board of Governors, then the Parties will return to the status quo ante, the University shall have no further obligation to employ Dr. Falconetti, and Dr. Falconetti shall be paid the prorated amount of the base salary alone for her 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, Dr. Falconetti will diligently devote her full professional time, ability, and attention to the day-to-day operations of UNF including, without limitation, all administrative, executive, and academic functions as required by this Agreement, law, rule, and regulation. Dr. Falconetti's powers and duties as Interim President are as stated in the Board of Governors' regulations, in Board delegation, 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 President.** Dr. Falconetti 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 campus of the University of North Florida and such other place or places as the Board and Dr. Falconetti agree are appropriate for the interests, needs, business, or opportunity of the University.
5. **Performance Goals.** Dr. Falconetti agrees to the following performance goals:
 - (a) The University's strategic plan goals, and work plan and accountability report;
 - (b) The Board of Governors' strategic plan and performance funding model; and
 - (c) Other priorities as established by the Board or Board of Governors.
6. **Abstention from Seeking Permanent Presidency.** Dr. Falconetti agrees that she shall not apply or be considered for the currently vacant position of University President.
7. **Annual Base Salary.** As compensation for her services as Interim President, the Board shall provide Dr. Falconetti with an annual base salary of Six Hundred Thousand and No/100 Dollars (\$600,000.00), paid bi-weekly over 26.1 pay periods pursuant to UNF's regular employee pay schedule, less applicable taxes and withholdings, and in accordance with the pay plan for Executive Service Employees at the University. Dr. Falconetti shall be responsible for any personal income tax liability incurred because of this Agreement or any provision herein. Consistent with state law, any payments by the University to Dr. Falconetti under this Agreement that cannot be paid from public funds shall be paid with non-public funds.
8. **Standard Benefits.** Dr. Falconetti 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 her annual base salary, as may be limited by applicable law. Dr. Falconetti shall pay such premium amounts as required to be paid by other participants in Executive Service benefits.

9. Other Compensation and Benefits. The University shall provide Dr. Falconetti with the following additional compensation and benefits. These additional compensation and benefits are subject to applicable taxes and withholdings and shall not count toward retirement or any other accrued benefit based on Dr. Falconetti's income:

- (a) **Automobile Allowance.** During the Term, Dr. Falconetti shall be provided with a monthly automobile allowance of One Thousand Two Hundred and No/100 Dollars (\$1,200.00), payable bi-weekly in accordance with the University pay schedule. Collision and comprehensive insurance and all additional operational expenses associated with an automobile, including mileage, shall be procured and borne by Dr. Falconetti. Dr. Falconetti's use of automobiles in connection with the automobile allowance and the allowance funds are governed by all applicable UNF rules and processes.
- (b) **Housing Allowance.** During the Term of this Agreement, Dr. Falconetti shall be provided with monthly housing allowance of Four Thousand Six Hundred and No/Dollars (\$4,600.00), payable bi-weekly in accordance with the University pay schedule.
- (c) **Relocation Expenses.** The University shall provide a one-time payment of Twenty Thousand and No/100 Dollars (\$20,000.00) for relocation expenses, payable within the first thirty (30) days of employment.
- (d) **Entertainment, Travel, and Professional Dues.** During the Term of this Agreement, Dr. Falconetti shall be reimbursed for reasonable and customary business expenses incurred by Dr. Falconetti in furtherance of her Duties, including but not limited to, reasonable expenses for travel (including for her spouse when attendance of the spouse is in the best interests of UNF), 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 UNF policy and procedures, upon submission by her of appropriate documentation thereof in compliance with applicable law and such policies and procedures relating thereto as the University may adopt from time to time.
- (e) **Expense Receipts and Documentation.** Dr. Falconetti 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 Dr. Falconetti repay and/or reimburse the University to the extent it is discovered by an audit or otherwise that Dr. Falconetti was incorrectly or excessively reimbursed and/or received reimbursement for a nonallowed or non-approved expense.

10. Outside Activities. Dr. Falconetti may engage in charitable, civic, and professional activities of her choosing subject to prior approval by the Board Chair.

- (a) Any and all income or other compensation earned by Dr. Falconetti in connection with outside activities shall be paid to and retained by her, and such

income or other compensation shall have no effect on the amount of salary, compensation, and benefits she is otherwise entitled to receive hereunder.

- (b) Notwithstanding the foregoing, Dr. Falconetti will not be permitted to engage in any outside activities that interfere with her Duties to the University under the provisions of this Agreement, as determined by the Board Chair; represent a conflict of interest; may be competitive with and/or otherwise adverse to the best interests of the Board and the University; or individually or collectively create a conflict of commitment with the obligations under this Agreement. Within one week of the beginning of her Term, Dr. Falconetti shall disclose to the Board Chair all outside activities required by UNF Regulation 4.0170R, and make additional disclosures to the Board Chair if her outside activities change and are reportable pursuant to Regulation 4.0170R.

11. **Termination Without Cause.** Upon a two-thirds (2/3) vote of the Board, UNF may terminate this Agreement without cause. The effective date of the termination without cause will be at least ninety (90) calendar days after the Board gives written notice to Dr. Falconetti of its decision to terminate without cause.

12. **Resignation.** In the event that Dr. Falconetti desires to resign and thereby terminate this Agreement, Dr. Falconetti may do such after providing not less than ninety (90) calendar days written notice to the Board of her intention to terminate this Agreement. Upon the effective date of Dr. Falconetti's resignation, she shall not be entitled to further compensation or benefits except for compensation and benefits accrued with respect to service rendered to the resignation effective date and except for any benefits required by law to be continued.

13. **Termination for Cause by UNF.** This Agreement may be terminated at any time for cause by UNF, 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 Dr. Falconetti:

- (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 her abilities, after notice and reasonable opportunity to cure with written notice of no less than thirty (30) days to Dr. Falconetti; 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 Dr. Falconetti 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 UNF; or
- (e) Gross negligence, nonfeasance, or willful malfeasance in the performance of her

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 UNF.

14. **Effect of Termination for Cause or Without Cause.** Upon termination of this Agreement by UNF for cause, Dr. Falconetti's employment with the University shall cease and Dr. Falconetti shall not be entitled to any further compensation or benefits 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, Dr. Falconetti will be provided the prorated payment of her annual base salary, standard benefits, and other compensation and benefits pursuant to sections 7, 8, and 9 of this Agreement, through the last day of the notice period.
15. **Termination of Agreement Due to Death.** In the event of Dr. Falconetti's death during the Term of this Agreement, this Agreement shall terminate immediately. Such termination shall be deemed to have occurred for "cause." Her spouse or, if none, her estate, shall receive all accrued compensation and benefits as of the date of her death to the extent permitted by law.
16. **General Cooperation Covenant.** Without limitation of the obligations specified in this Agreement and applicable University rules, regulations, policies and procedures, Dr. Falconetti agrees to cooperate fully in any review or investigation involving University matters in which she may possess pertinent information. This obligation shall survive the termination of this Agreement.
17. **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.
18. **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 Duval County, Florida.
19. **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.

20. **Personal Contract.** The obligations and duties of Dr. Falconetti shall be personal and not assignable or delegable in any manner whatsoever by Dr. Falconetti, except for as set forth in Board regulations or UNF policies. This Agreement shall be binding upon the heirs, administrators, personal representatives, successors, and assigns of both Parties.
21. **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.
22. **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.
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:

Steve Moore, Chair
UNF Board of Trustees
1 UNF Drive
Jacksonville, FL 32224

With a copy to:

Karen J. Stone
General Counsel
1 UNF Drive
Jacksonville, FL 32224

If to Dr. Falconetti:

Dr. Angela Garcia Falconetti
Office of the President
1 UNF Drive
Jacksonville, FL 32224

IN WITNESS WHEREOF, Dr. Falconetti and the authorized representative of the University of North Florida University Board of Trustees have executed this Agreement on this 10 day of February, 2026.

Executed by:	<p>DocuSigned by: <i>Clarence S. Moore</i> DD9521622CB14E7...</p> <hr/> <p>Clarence S. Moore, Chair UNF Board of Trustees</p>	<p>2/10/2026</p> <hr/> <p>Date</p>
Approved as to form and legal sufficiency:	<p>Signed by: <i>Karen Stone</i> 815A68F1AD6343E...</p> <hr/> <p>Karen Stone UNF Vice President and General Counsel</p>	<p>2/10/2026</p> <hr/> <p>Date</p>
Appointment and Agreement Accepted:	<p>Signed by: <i>Dr. Angela Garcia Falconetti</i> E4001FD0C4C04ED...</p> <hr/> <p>Dr. Angela Garcia Falconetti Interim President</p>	<p>2/10/2026</p> <hr/> <p>Date</p>