



Board of Trustees
Full Board Meeting
August 13, 2026

Presidential Performance Evaluation and Bonus

Recommended Action:

Approve the President's annual compensation bonus in an amount not to exceed sixteen (16) percent of his base salary.

Background Information:

It is the board's nondelegable responsibility to evaluate the President of UWF. Pursuant to BOT Policy, President Diaz initiated the annual review process by presenting his self-evaluation for the prior year, and his proposed goals and objectives for the upcoming year, to the board at the meeting held April 23, 2026. The Presidential Performance Evaluation & Metrics committee convened on July 21, 2026 and approved an evaluation instrument which was distributed to the full board on July 27, 2026.

Pursuant to his employment agreement, the President shall be eligible for an annual compensation bonus in an amount as determined by the board not to exceed sixteen (16) percent of his base salary. The award of this bonus 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. Any performance compensation awarded shall be paid no later than October 1st of each year.

Implementation Plan:

Upon approval, submit the compensation bonus for distribution to the President no later than October 1, 2026.

Fiscal Implications:

An amount up to sixteen (16) percent of the President's base salary.

Relevant Authority:

1. University Policy BOT-14.02-06/26 Presidential Evaluation Policy
2. Florida BOG Regulation 1.001(5)(f) and (g) University Board of Trustees Powers and Duties

Supports Strategic Direction(s):

This item supports all seven Strategic Directions.

Documents:

1. University Policy BOT-14.02-06/26 Presidential Evaluation Policy
2. President's Goal Report
3. University of West Florida President's Employment Agreement

Prepared by:

David Fugett, General Counsel, dfugett@uwf.edu

Presenter:

Chair Rebecca Matthews



UNIVERSITY POLICY BOT-14.02-06/26

TO: The University of West Florida Community

FROM: President Manny Diaz, Jr.

SUBJECT: Presidential Evaluation

RESPONSIBLE OFFICE: Board of Trustees

I. Purpose:

The purpose of the annual review process is to enable the President to strengthen his or her performance, to enable the President and the Board to set mutually agreeable goals, and to inform the Board's decisions on compensation adjustments and other terms of the President's employment

II. Responsibility:

The board has a non-delegable responsibility to assess the President's performance, goals and objectives, and compensation. The Board's Presidential Performance Evaluation & Metrics Ad Hoc Committee ("Committee") is delegated, within the parameters of this policy, the responsibility for organizing and conducting the annual review process.

III. Process:

- A. On or before June 1 of each year, the President shall initiate the annual review process by preparing and submitting his or her self-evaluation for the prior one year period, and proposed goals and objectives for the upcoming year, to the Board.
- B. Once the President has submitted the self-evaluation and proposed goals and objectives to the Board, the Board Chair shall provide copies of the same to the chair of the Board of Governors ("BOG") and request the chair of the BOG's participation in the annual evaluation; the chair of the BOG may involve the chancellor in the review process. Such participation will include a review of the President's responsiveness to the BOG's strategic goals and priorities and compliance with system-wide regulations.
- C. The Committee shall review the self-evaluation, and proposed goals and objectives, and may request any additional information from the President and from the campus community to assist the Board in its review.
- D. The Committee may prepare an evaluation instrument to obtain feedback from each Trustee as a part of the President's annual evaluation process. The evaluation instrument will be modeled after the President's proposed goals and objectives of the previous year.

The committee may, at its discretion, add additional criteria to the evaluation instrument. Additional criteria may include, among other things:

1. Responsiveness to the BOG's strategic goals and priorities;
2. Responsible fiscal management of the university;
3. Responsible supervision of key personnel;
4. Positive governmental and community relations;
5. Key metrics as may be set by the BOT and/or BOG;
6. Efficient use of university resources, such as operating expenses per student and cost per student degree;
7. Promotion of academic excellence and student success at the University;
8. Promotion of ethical conduct at the University; and
9. Promotion of the reputation of the University.

Upon review and approval of the Board Chair, the evaluation instrument shall be provided to each Trustee for completion.

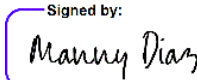
- E. Prior to the Board meeting at which the President's review will be acted upon, the Board Chair shall send to the President and all members of the Board the results gathered from the evaluation instrument, any supplemental information the Committee may have requested of the President and any supplemental information the Committee has developed.
- F. The Board shall complete the annual review and make any compensation award contemplated under the President's Employment Agreement no later than October 1 of each year.

IV. Annual Performance Evaluation Timeline

- A. On or before June 1 of each year, the President shall initiate the annual review process by preparing and submitting his or her self-evaluation for the prior one year period, and proposed goals and objectives for the upcoming year, to the Board.
- B. Once the President has submitted the self-evaluation and proposed goals and objectives to the Board, the Board Chair shall provide copies of the same to the chair of the Board of Governors ("BOG") and request the chair of the BOG's participation in the annual evaluation; the chair of the BOG may involve the chancellor in the review process. Such participation will include a review of the President's responsiveness to the BOG's strategic goals and priorities and compliance with system-wide regulations.
- C. By July 1 of each year, the Committee will meet to review the self-evaluation, and proposed goals and objectives, and may request any additional information from the President to assist the Board in its review.
- D. Should the Committee prepare an evaluation instrument, the evaluation instrument will be completed for review by the Board Chair no later than August 1 of each year.
- E. Each Trustee should complete the evaluation instrument no later than September 1 of each year.
- F. The Board shall complete the annual review and make any compensation award contemplated under the President's Employment Agreement no later than October 1 of each year.

After the Board's deliberation and action, minutes shall be published to document the review of the President's performance, goals, and any adjustments to the President's compensation.

Approved by the Board of Trustees: June 18, 2026

Approved by: 
 Signed by: 5C96CD42CF4D42C...
 President Manny Diaz, Jr.

Authority: Florida BOG Regulation 1.001(5)(f) and (g), University Board of Trustees Powers and Duties

History: Created June 2017; Amended June 2026

Last Review: June 2026

Goal 1 - Capital Campaign



UNIVERSITY OF WEST FLORIDA

Oversee the achievement of expanding and meeting the goal of the “Here For Good” campaign to \$100 million.

The University of West Florida continues to make strong progress toward achieving and surpassing the expanded \$100 million goal of the “Here for Good” capital campaign, the most ambitious comprehensive fundraising effort in institutional history. Originally launched with a \$90 million target, the campaign goal was increased to \$100 million following significant philanthropic momentum and sustained donor engagement.

Campaign performance remains strong, with more than 10,000 donors contributing to date and continued growth across major giving, annual fund participation and corporate partnerships. In November 2025, the University surpassed \$95 million in total funds raised, prompting the official expansion of the campaign goal. UWF is now on track to meet, and potentially exceed, the \$100 million milestone by the campaign’s conclusion on June 30, 2026.

For the current fiscal year, UWF is projected to raise more than \$8 million in total philanthropic support, including more than \$1.8 million in annual fund gifts (cash, pledges, and planned gifts under \$10,000) and more than \$6.5 million in major gifts (cash, pledges, and planned gifts of \$10,000 or more).

Additional indicators of engagement underscore this momentum, including participation from more than 550 faculty and staff donors, over 450 Nautilus-level donors contributing \$1,000 or more, and the successful securing of more than 60 new major gifts during the fiscal year.

Alumni engagement continues to grow, with a current participation rate of 4% and clear opportunities for growth. These results reflect strong philanthropic momentum and continued investment in the University’s mission and future, further strengthened by the leadership of President Diaz as UWF’s seventh president.

As the campaign enters its final phase, efforts are focused on securing leadership-level gifts and maintaining engagement to ensure a successful conclusion.

Goal 2 - Brand Refresh



UNIVERSITY OF WEST FLORIDA

Oversee and implement a comprehensive University brand audit and refresh.

To strengthen its position in an increasingly competitive higher education landscape, the University of West Florida has completed a comprehensive brand audit and is now advancing into the implementation phase of a full brand refresh. This effort is designed to ensure the University's brand accurately reflects its mission, continued growth, and strategic direction, while improving clarity, consistency, and differentiation in the marketplace.

The recently completed audit included a thorough evaluation of institutional messaging, visual identity, and stakeholder perceptions, providing a strong foundation for the work ahead. Building on these insights, the University is now preparing for the rollout of a refreshed brand identity and logo, timed to align with the upcoming academic year.

At the core of this initiative is a focus on strengthening and refining the University's messaging and visual identity to better align with institutional priorities, including student success, workforce impact, research, and community engagement. By creating a more cohesive and compelling brand, UWF aims to enhance its effectiveness in student recruitment, fundraising, and broader community engagement.

Implementation efforts are already underway. The University has refined its institutional narrative to ensure consistency in messaging across all audiences and platforms. Updated visual identity elements, including a new logo and brand standards, are being finalized for deployment across digital, print, and campus environments. Equally important is internal alignment; comprehensive brand guidelines, tools, and training will be provided to ensure consistent adoption across all divisions and departments.

The rollout will occur in phases. Following the completion of the audit in 2025, the University is using the Spring of 2026 to finalize brand assets and prepare for launch. The official unveiling of the refreshed brand will coincide with the new fiscal year, launching July 1, 2026, supported by a coordinated marketing and communications strategy. Beyond launch, ongoing efforts will focus on campus-wide adoption and sustained brand governance to ensure long-term consistency and impact.

Through this initiative, the University of West Florida is positioning itself to achieve a stronger, more unified institutional identity. The refreshed brand is expected to improve the effectiveness of enrollment marketing, increase donor engagement and philanthropic alignment, and elevate the consistency and quality of University communications. Ultimately, this work will enhance UWF's visibility and reputation at both the regional and national levels.

Goal 3 - Talent Catalyst



UNIVERSITY OF WEST FLORIDA

Double the number of Talent Catalyst internship partners from 7 to 14.

The UWF Talent Catalyst program is a structured internship program that connects University of West Florida undergraduate students with Northwest Florida employers. Administered by the UWF Office of Workforce Development, the program integrates paid workforce experience/internships, professional development training, and employer mentorship to prepare students for successful careers.

Talent Catalyst has been designated by UWF as two High Impact Practices (HIPs) – Internships/Work Experience and a Living Learning Community – and all participating students receive transcript recognition.

Three Core Components:

- 1. Paid Internships/Workforce Experience**

Students work in paid, part-time internships with regional employers (with pay ranges from \$16 to \$27 per hour), predominantly spanning multiple semesters (Fall, Spring, and Summer). Many students begin as juniors and gain two years of experience with the same employer before graduation, building skills and often transitioning into full-time roles with the company.

- 2. UWF Talent Catalyst Professional Development Course**

All participating students take a free hybrid professional development course taught by Dr. Sherry Hartnett (1–2 hours per week) focused on communication, teamwork, professionalism, time management, problem-solving, and critical thinking. The course combines flexible online learning with monthly in-person sessions featuring guest speakers and practical training. The Canvas course is built with multiple levels of learning, so in their first semester they take Level 1, second semester Level 2, and so on.

- 3. Mentorship**

Each student is paired with a mentor from their employer organization who provides guidance on workplace expectations, career development, and professional networking.

Talent Catalyst currently includes 21 employer partners with signed MOUs. In less than two years, more than 56 students will have participated – most for over a year – by the end of this academic year.

The program creates a strong talent pipeline for regional employers while ensuring UWF students graduate with meaningful internships/work experience, professional skills, and industry connections.



UNIVERSITY OF WEST FLORIDA

Talent Catalyst Business Partners:

1. GE Vernova
2. Landrum
3. LifeView Group / GCE
4. BlueWind Technology
5. University of West Florida
6. American Magic
7. LocaliQ
8. Jupiter Bach
9. Engineered Cooling Services
10. Leonardo DRS
11. Birdon
12. American Heritage Financial
13. On-Point Defense Technology
14. Tocaro Blue
15. Guided Particle Systems
16. PenAir Credit Union
17. RescAlert
18. Viewpoint Systems
19. Catalyst (Healthcare Real Estate)
20. Levin, Papantonio, Proctor,
Buchanan, O'Brien, Barr, & Mougey
P.A.
21. St. Engineering North America

Goal 4 - Stadium Groundbreaking



UNIVERSITY OF WEST FLORIDA

Oversee and implement the groundbreaking and construction of the new football stadium to include general event space for the University.

On Feb. 11, 2026, UWF officially broke ground on the Darrell Gooden Stadium, a multi-use football and events facility that represents UWF's growth and a significant investment in the community.

Construction on the Darrell Gooden Stadium is underway and will continue while the Argos compete during the 2026 season. As part of the phased development, a new state-of-the-art LED video board – measuring 85 feet wide by 30 feet tall – will be installed in the end zone opposite the Darrell Gooden Center and will be in place for the 2026 season.

The first kickoff at Darrell Gooden Stadium is planned for Fall of 2027.

Goal 5 - Student Area Enhancement



UNIVERSITY OF WEST FLORIDA

Improve campus appearance and enhance student areas to include a new student union patio and refurbished Cannon Green.

The University of West Florida has made significant progress in enhancing campus appearance and elevating student-centered spaces through the completion of key improvements to the Cannon Green and a new Commons Patio. These efforts are part of a broader commitment to creating a more vibrant and engaging campus environment that supports student life.

The new Commons Patio was completed in January 2026 and officially introduced to campus with a “Party on the Patio” event in February 2026. Designed to encourage connection and engagement, the patio provides a central outdoor area for informal gatherings, eating space, and daily student use.

The University also completed a large-scale landscape enhancement project, transforming and expanding the Cannon Green in March 2026. The revitalized space significantly increases the usable green area, creating a more open and flexible environment for student activities and campus events. As part of this project, the University introduced “Greek Way,” a dedicated walkway recognizing Fraternity and Sorority Life. This walkway features custom benches for each FSL organization, many of which are now being personalized by the Chapters, fostering a sense of ownership, pride, and community among students.

Goal 6 - Housing / Retail Expansion Opportunities



UNIVERSITY OF WEST FLORIDA

Explore and propose P3 opportunities for the University to expand housing and new retail entertainment facilities.

The University of West Florida is actively exploring and advancing public-private partnership opportunities to expand on-campus housing and introduce new retail, entertainment and student-centered facilities. This effort reflects a strategic commitment to enhancing the campus experience, supporting enrollment growth and meeting evolving student expectations, while leveraging innovative funding and development models.

To support this initiative, UWF has released an ITN to solicit proposals and ideas from potential partners. Responses are expected in the coming quarter and will provide a range of concepts for consideration, including development along Argo Boulevard; expanded student housing, retail, and dining options; entertainment venues; and new student activity spaces. These concepts will be carefully evaluated and prioritized based on demonstrated student needs, institutional fit, and funding feasibility.

Student Housing

Significant progress has already been made in advancing housing expansion efforts. A comprehensive housing demand and feasibility study, completed in Summer 2024 in partnership with Brailsford & Dunlavey, confirmed sustained demand for additional housing and identified viable pathways for expansion. Building on this foundation, Housing and Residence Life has been actively engaged in design and construction planning, including schematic design reviews with housing architects throughout 2025.

HRL has developed and continues to refine standardized inventories for building materials, furnishings, and fixtures to ensure consistency, cost efficiency, and long-term maintenance sustainability across facilities. The team has also prioritized continuous improvement by evaluating emerging solutions and operational efficiencies, while benchmarking against peer institutions across the State University System to inform competitive positioning, design standards, and partnership models.

Retail, Entertainment, and Mixed-Use Development (Argo Boulevard) and New Student Union:

The University has made meaningful strides in conceptualizing retail, entertainment, and mixed-use development opportunities, particularly along Argo Boulevard, as well as planning for a potential new student union. These efforts have been heavily informed by student input. Engagement with Fraternity and Sorority Life leadership has helped assess interest in Greek housing and associated mixed-use developments, while structured feedback sessions through the Vice President's Student Advisory Council have provided valuable insight into student preferences.



UNIVERSITY OF WEST FLORIDA

Student-driven concepts for Argo Boulevard emphasize a vibrant, experiential environment that blends dining, retail and entertainment. Ideas include various dining options accommodating a range of tastes and dietary needs, destination-style retail, and amenities such as live music, outdoor gathering spaces, and late-night programming. Students have expressed a desire for an atmosphere that is both energetic and inviting, drawing inspiration from destinations like Disney Springs and walkable urban districts.

Similarly, concepts for a new student union reflect a strong desire for multifunctional, student-centered space. Proposed features include a mix of amenities such as food service, coffee shops, and recreation options, alongside expanded commuter resources, event and meeting spaces, and dedicated areas for student organizations. Design preferences emphasize openness, natural light, flexibility, and a modern, engaging aesthetic, informed by peer institutions and comparable campus environments.

Next Steps:

Looking ahead, the University has identified several key next steps for 2026. Efforts will include exploring potential partnerships for Greek housing, engaging interested alumni to assess feasibility, funding models, and potential P3 structures. Additionally, \$100,000 in FY27 CITF funding will support the conceptual design of a new student union, with renderings and materials used to build student enthusiasm, gather feedback, and align stakeholders. The University will also evaluate funding mechanisms, including potential adjustments to student fees, to support future development, while considering opportunities to repurpose existing campus spaces such as the University Commons.

Through these coordinated efforts, UWF is positioning itself to deliver a more dynamic, engaging, and student-focused campus environment, supported by strategic partnerships and sustainable development approaches.

Goal 7 - Civic Literacy and Discourse



UNIVERSITY OF WEST FLORIDA

Establish a center for civic literacy and increased civil discourse engagement.

UWF has made significant progress in establishing a comprehensive and impactful center dedicated to civic literacy and the promotion of civil discourse. This effort was kickstarted with the awarding of a \$1.5 million, three-year grant from the U.S. Department of Education, supporting the creation of the UWF Academy of American Civic Republicanism. Building on this foundation, the University formally established the Academy for American Civic Republicanism to serve as the hub for programming, education, and community engagement in this space.

To ensure strong leadership and effective implementation, the University has hired key personnel, including a program director and coordinator, as well as established an advisory board with the majority of invited members already confirmed. UWF has developed a robust network of local and regional partnerships to extend its reach and impact, including collaborations with Escambia, Santa Rosa, and Okaloosa County School Districts; the UWF Historic Trust; and the Florida Civics and Debate Initiative.

During 2025-26, UWF hosted four debates and six lectures supporting civic literacy and increased civil discourse engagement.

- Office of Public Policy Events
 - “Storm over the Constitution: Procedure or Prescription?” with Dr. Allen Mendenhall and Dr. Clifford Humphrey on 9/17/25
 - “What Caused the Change in the Youth Vote? A Bipartisan Dialogue” with UWF Interim President Manny Diaz Jr. and Steve Schale, CEO of Unite the Country on 11/17/2025
 - “Church, State and the First Amendment” with Dr. Mark David Hall and Dr. Steven K. Green on 1/22/26
 - “Private Vices, Public Prosperity: Can Self-Interest Sustain a Free Republic?” with Dr. Adam Cayton, Dr. Clifford Humphrey, Dr. Tom Barber, and Dr. Brian Rucker on 2/25/26
- America 250 Florida Events
 - “The President, the Bureaucracy, and the Fate of Government by Consent of the Governed after 250 Years” with Dr. Ronald Pestritto on 10/7/25
 - “Did America Have a Christian Founding?” with Dr. Mark David Hall on 1/23/26
 - “Duty Before Glory: Washington’s Enduring Legacy of Leadership” with Mr. Travis Souther, UWF Emerald Coast librarian, on 2/16/25 at the Emerald Coast campus and 4/14/26 at the Pensacola campus
 - “Rome in Philadelphia: Polybius and the Roman Republic at the American Founding” with Dr. Carl E. “Tripp” Young III on 3/5/26



UNIVERSITY OF WEST FLORIDA

- “On Turning 250: How Americans Should Remember Their Founding” with Dr. Wilfred M. McClay on 4/16/26

Summer Institute session schedules have been finalized with a focus on “Using Primary Sources in Civics/History Instruction” for middle and high school teachers. The program will include two five-day seminars, supported by four selected guest lecturers, with 60 participants already registered. To expand access, a four-part summer webinar series has also been developed for K–12 educators in Escambia, Santa Rosa, and Okaloosa counties who are unable to attend the in-person sessions. The webinar series, themed “Foundations and Crises of the American Republic,” will cover topics including the foundations of republican government, slavery and its impact on the republic, ideological challenges to constitutional order, and the balance between security and liberty during the Cold War. Each session is expected to serve approximately 15 educators, reaching a total of 60 participants.

A pilot undergraduate course, The Founder’s Constitution, has been developed and launched, providing students with an in-depth analysis of the Constitutional Convention of 1787, including the debates over the structure of the national government, arguments for and against ratification, and the creation and adoption of the Bill of Rights in the First Congress. The course is currently enrolling 22 students. In addition, the Academy is hosting a course on statesmanship, scheduled to launch in Fall 2027 as a senior capstone class, with guest lectures by President Diaz.

Planning is underway for a conference in February 2027, with the theme, keynote speaker, and venue secured.

Goal 8 - Advocacy Program



UNIVERSITY OF WEST FLORIDA

Expand and implement a state and federal advocacy program with emphasis on combined and expanded funding opportunities.

Over the past year, UWF has made significant progress in establishing a stronger presence at both the state and federal levels. Building on this momentum, the University will advance a more structured, proactive, and results-driven advocacy program focused on alignment, engagement, and execution.

Key Initiatives and Progress to Date:

- **Federal Representation and Strategy Development:** UWF has engaged federal representation to advocate on behalf of the University in Washington, D.C., and to provide strategic guidance on navigating federal processes, identifying funding opportunities, and positioning UWF competitively for federal resources.
- **Strategic Engagement with Federal Delegation:** The University has successfully hosted members of Congress in Pensacola, including visits to the UWF Center for Cybersecurity and the UWF Historic Trust. These engagements have highlighted UWF's impact, strengthened relationships with key decision-makers, and showcased nationally recognized programs.
- **National Presence and Relationship Building:** UWF leadership has conducted targeted visits to Washington, D.C., to build recognition for the University and its areas of excellence, including cybersecurity, artificial intelligence, workforce development, and community partnerships.
- **Development of an Internal Federal Advocacy Process:** The University has initiated the creation of a formalized internal process to coordinate federal advocacy efforts. This includes identifying priority projects, aligning institutional messaging, and ensuring timely pursuit of federal grants, congressionally directed spending (community funded projects), and other funding opportunities.
- **Submission of Community Funded Projects:** UWF has successfully submitted community funded project requests through members of Congress, positioning the University to secure direct federal investments that support critical infrastructure, academic programs, and regional economic development initiatives.

Next Steps and Strategic Focus:

To build on this foundation, UWF will:

- Fully implement a coordinated advocacy framework that integrates state and federal priorities across all divisions of the University.
- Expand strategic engagement with elected officials and agency leaders to increase visibility and influence.
- Strengthen internal capacity to identify, develop, and advance competitive funding proposals aligned with institutional priorities.



UNIVERSITY OF WEST FLORIDA

- Enhance collaboration with regional partners to pursue joint funding opportunities that amplify UWF's impact across Northwest Florida.
- Establish clear metrics to track advocacy outcomes, funding secured, and relationship development.

Goal 9 - Office of Military Services



UNIVERSITY OF WEST FLORIDA

Establish the Office of Military Services to better serve active military, veterans, and military families under the Office of the President.

In August 2025, UWF launched the Office of Military Services as a priority initiative to strengthen its commitment to those who serve, have served, or will serve, and their families. Housed within the Aylstock, Witkin, Kreis and Overholtz Center for Leadership, OMS unified the University's Army and Air Force ROTC programs and the Military and Veterans Resource Center into a centralized structure designed to enhance coordination, expand services, and elevate UWF's impact across the military-affiliated community.

In the months since its launch, OMS has made substantial progress across three key focus areas: (1) serving veterans and military-affiliated students, (2) supporting ROTC programs, and (3) strengthening partnerships with active-duty installations and military organizations.

Serving Those Who Have Served (Veteran and Military-Affiliated Students)

The University has significantly strengthened its support for veterans, their families and other military-affiliated students, earning national recognition for its efforts. During the 2025–2026 academic year, UWF achieved top rankings and distinctions, including recognition from U.S. News & World Report, Military Friendly and Military Times, underscoring its position as a leading institution for veteran education.

Programmatic expansion has been a central focus. In partnership with the Small Business Development Center, UWF successfully secured and launched the Veterans Florida Entrepreneurship Program, providing workforce and entrepreneurial training opportunities to veterans and their spouses across Northwest Florida. The University is also entering into a partnership with Home Base, a nationally recognized nonprofit organization, to deliver clinical care, wellness services, and research addressing the invisible wounds of war for veterans, service members, and their families.

To further strengthen community collaboration, OMS leads the Pensacola Veterans Support Organization Network, convening regional partners on a quarterly basis to improve coordination, reduce service gaps, and better support both student and community veterans.

In addition, OMS has begun pursuing funding for a dedicated facility that will centralize services, provide classroom and office space, and potentially house workforce training labs and resiliency-focused programming. Demonstrating its commitment to student success, UWF also provided financial support to cover tuition gaps for veterans impacted by the late 2025 government shutdown.



UNIVERSITY OF WEST FLORIDA

Serving Those Who Will Serve (ROTC Programs)

OMS has enhanced support for ROTC programs through targeted investments in student success, leadership development, and program visibility. Through collaboration with local donors, the University established new scholarships to support both ROTC cadets and veteran students, helping to reduce financial barriers and attract high-quality candidates.

A key initiative has been the creation of the “Warrior Scholar” Living Learning Community, developed in partnership with academic and athletics units. This program brings ROTC cadets together in a shared residential environment alongside student-athletes, fostering leadership development, academic achievement, and a strong sense of community.

The University also launched its first annual Spring Review, a formal event recognizing graduating cadets and celebrating their transition into commissioned officers. This initiative reinforces longstanding military traditions while strengthening connections between cadets, the military community, and external stakeholders.

Looking ahead, UWF is actively exploring a partnership with the U.S. Coast Guard to establish a Lateral Entry Program. This initiative would create accelerated career pathways for graduates in technical fields, allowing them to enter service at advanced ranks while contributing critical expertise to national defense.

Serving Those Who Are Serving (Active Duty and Military Installation Partners)

OMS has expanded its engagement with active-duty service members and military installations across Northwest Florida, positioning UWF as a key partner in education, training, and workforce development. The University is currently finalizing an agreement with the Air Force’s 479th Flying Training Group at Naval Air Station Pensacola to deliver instruction in pedagogy and leadership for flight instructors and students, with programming expected to begin in Summer 2026.

Through coordination with the Pensacola Military Affairs Committee, UWF is hosting regular engagements with installation commanders, providing opportunities to showcase University resources, strengthen partnerships, and align academic offerings with military needs.

OMS has also played a key role in advancing UWF’s engagement with the defense and research sectors. This includes facilitating a strategic visit with DefenseWrx leadership to highlight the University’s capabilities in cybersecurity, engineering, and human-machine teaming, as well as supporting a cross-college effort to pursue research opportunities with the Air Force Research Laboratory. These



UNIVERSITY OF WEST FLORIDA

initiatives position UWF as a contributor to national security innovation and expand opportunities for faculty and students.

Additionally, OMS is coordinating with leadership at the Center for Information Warfare Training at Corry Station to explore partnerships in cybersecurity, artificial intelligence, and workforce training. These efforts further strengthen UWF's role in supporting military readiness and advancing regional and national defense priorities.

Goal 10 - 90 on PBF



UNIVERSITY OF WEST FLORIDA

Under the current Florida SUS Performance-Based Funding model, UWF's overall metric score for the 2025-2026 performance year is at least 90.

The University achieved a total Performance-Based Funding (PBF) metric score of 91 for the 2024-25 academic year and is projected to exceed a score of 90 again in 2025-26. Notably, the University has surpassed every PBF goal outlined in its 2026 Accountability Plan, reflecting sustained excellence across all measured areas. These results underscore the University's strong and consistent performance within the state's funding model. The final score will be officially announced at the June BOG meeting.

Goal 11 - Increase Research Expenditures



UNIVERSITY OF WEST FLORIDA

Achieve an increase in overall research expenditures from FY 2024 to FY 2025, as reported by the NSF HERD Survey.

Total research expenditures reached \$43,503,000 in FY 2024. Based on the recently submitted Higher Education Research and Development survey to the National Science Foundation, FY 2025 expenditures are projected to increase to \$47,528,000, a 9% gain. This marks the highest level of research expenditures in recent years and continues a strong upward trajectory in research activity.

Notably, the University reported more than \$25,000,000 in external expenditures, including \$19,000,000 in federal funding. This sustained growth reflects expanding research capacity, increased competitiveness for external funding, and continued momentum in advancing the University's research enterprise.

Goal 12 - Student Enrollment



UNIVERSITY OF WEST FLORIDA

Grow and sustain UWF's total fall semester student enrollment to more than 15,000 students.

UWF achieved a historic milestone in Fall 2025, surpassing 15,000 enrolled students for the first time in the University's 58-year history. Total enrollment reached 15,411, representing a 5% increase over the previous fall and exceeding the University's goal of 15,200 students. This achievement reflects strong, sustained growth and the University's increasing appeal to both undergraduate and graduate students.

Notably, Fall 2025 also marked the first time undergraduate enrollment exceeded 10,000 and graduate enrollment surpassed 5,000, demonstrating balanced growth across academic levels. This momentum continued into Spring 2026, with enrollment increasing by more than 2% compared to the previous spring semester. Together, these gains underscore the University's successful recruitment and retention strategies and position UWF for continued enrollment growth.

**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 Jr. 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) this vesting date takes into account the 7, 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

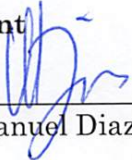
25.1. The headings in this Agreement are for convenience only and shall not be used in construing or interpreting this Agreement. The terms "Board," "Board of Trustees" and "University," where applicable or appropriate, shall include or refer to any duly authorized board, committee, officer, or employee 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.

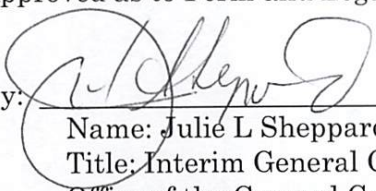
THEREFORE, Manny Diaz, Jr., President, and Rebecca Matthews, Chair and authorized representative of the University of West Florida Board of Trustees, have executed this Agreement on the dates appearing below.

**University of West Florida Board of
Trustees**

By:  February 1, 2026
Rebecca Matthews
Chair Date

President
By:  February 1, 2026
Manuel Diaz, Jr. Date

Approved as to Form and Legality:

By:  February 1, 2026
Name: Julie L Sheppard
Title: Interim General Counsel
Office of the General Counsel
University of West Florida Date