

**AGREEMENT FOR THE EMPLOYMENT OF
THE SUPERINTENDENT OF
THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**

This Agreement (hereinafter referred to as the “AGREEMENT”) made and entered into this 26th day of July 2022, by and between THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA, a body corporate existing under the laws of the State of Florida, (hereinafter referred to as the “BOARD”) and Dr. Maria F. Vazquez of Orange County, Florida, (hereinafter referred to as "VAZQUEZ") specifically provides as follows:

1. TERMS OF THE AGREEMENT

1.1 That the BOARD, in accordance with a motion duly adopted at its official meeting held on the 26th day of July 2022, has the duly vested authority to employ and does hereby employ VAZQUEZ, as its Superintendent of Schools, pursuant to Section 1001.50, Florida Statutes, beginning on September 1, 2022 and ending on June 30, 2026.

1.2 The BOARD and VAZQUEZ mutually agree that during the aforesaid term of this AGREEMENT, VAZQUEZ shall perform the duties of Superintendent in and for the public schools of Orange County, Florida, as prescribed by the laws, policies and rules of the State of Florida, the BOARD, the Florida State Board of Education and the terms and conditions of this AGREEMENT.

2. JOB RESPONSIBILITIES

2.1 VAZQUEZ’ responsibilities, duties and functions shall include, but not be limited to, the following:

2.1.1 Serve as the Chief Executive Officer of the District as described by School Board policy and Florida law. VAZQUEZ shall be delegated all powers and duties necessary to the efficient management and administration of the District to the full extent permitted by law, including the hiring, firing, organizing, reorganizing, assigning or reassigning administrative staff of the district deemed necessary to effect positive change for students within the district and such other duties and responsibilities prescribed in Section 1001.51, Florida Statutes. VAZQUEZ shall also be responsible for providing internal monitoring data and reports as required by Board policies.

2.1.2 Represent the interests of the BOARD and the District in day-to-day engagement with parents, other citizens, community organizations and governmental agencies.

2.1.3 Perform other duties and functions as assigned or required by Board policies and Florida and Federal laws.

3. EVALUATION

3.1 In an annual planning session to be held with the BOARD and VAZQUEZ no later than October 15, 2022, the BOARD and VAZQUEZ shall meet to discuss the forms, processes and goals of VAZQUEZ' evaluation. By September 1, 2023 and each September 1 thereafter, the Board shall conduct the VAZQUEZ' annual evaluation. By August 1, 2023 and each August 1 thereafter during the term of the agreement, VAZQUEZ shall provide a self-appraisal to the BOARD and the BOARD shall take this into consideration when conducting the VAZQUEZ' Annual Evaluation. A written evaluation document will be compiled by the Board Chair or the Chair's designee and each Board member will review the evaluation individually with the Superintendent. A copy of the formal summative evaluation shall be shared with the Board, shared at a public meeting, and made available to the public.

4. COMPENSATION

4.1 **BASE SALARY.** The annual salary for VAZQUEZ shall be comprised of a base amount as established by the BOARD. The salary base amount shall be subject to annual review by the BOARD at the time administrators' salaries are reviewed but shall be no less than the salary base amount for the immediate previous fiscal year. The initial base salary shall be three hundred thirty thousand dollars (\$330,000.00). All payments shall be in equal installments at the same intervals as the District's other administrative personnel are paid. For the remainder of the 2023 Fiscal Year VAZQUEZ shall paid a pro-rata share of the annual salary for the period of September 1, 2022 through June 30, 2023.

On July 1 of each year, or whenever the BOARD votes on salary increases to be provided to 12-month District administrators, whichever is later, VAZQUEZ will receive the percentage salary increase given to 12-month District administrators, or a percentage equal to the increase (if any) in the Consumer Price Index published by the United States Department of Labor, whichever is less.

4.2 **HEALTH INSURANCE BENEFITS.** In addition to other benefits under this AGREEMENT, the BOARD shall provide to VAZQUEZ, during the entire term of this AGREEMENT, health, dental, vision and other flexible benefits for VAZQUEZ, as provided generally to 12-month administrative employees of the District from time-to-time. The BOARD shall also provide to VAZQUEZ, during the entire term of this AGREEMENT, such other benefits as are provided by the BOARD to its other administrative employees. The cost of all such insurance coverage and other benefits, so provided to VAZQUEZ by the BOARD shall be paid for by the BOARD. In addition, the BOARD shall provide VAZQUEZ' eligible family members with the same health, dental and vision insurance at the expense of the BOARD.

4.3 **LIFE INSURANCE.** In addition to other benefits under this AGREEMENT, the BOARD shall make available to VAZQUEZ, during the entire term of this AGREEMENT, such other group life insurance options as are made available by the BOARD to its other administrative employees. The BOARD shall also provide a One

Million Dollar (\$1,000,000) term life insurance policy on VAZQUEZ' life with a minimum term of no less than twenty (20) years, payable to VAZQUEZ' beneficiaries during the term of this AGREEMENT and any extensions. Such life insurance policy will be chosen by VAZQUEZ and may be purchased pursuant to an insurance program designed to achieve current income tax advantages for VAZQUEZ without financial detriment to the BOARD. Policy ownership and beneficiary designation shall be at the option of VAZQUEZ.

4.4 DISABILITY INSURANCE. In addition to other benefits under this AGREEMENT, the BOARD shall contribute toward the payment of premiums for an individual disability income policy insuring VAZQUEZ for an amount equal to the Sixty-Six and Two/Thirds (66 2/3) of the annual base salary earned by VAZQUEZ. Such disability insurance policy shall be chosen by VAZQUEZ and shall be on the terms and from the carrier deemed acceptable to VAZQUEZ.

4.5 ANNUITY. The District shall provide an annual contribution to a tax-sheltered annuity, chosen by VAZQUEZ, and in her name, in the amount of eight percent (8%) of her Base Salary per year as established in paragraph 4.1 above. Said contribution shall be made, during the entire term of this AGREEMENT, to the specified tax sheltered annuity on or shortly after July 1 of each fiscal year commencing on September 1, 2022.

4.6 AUTOMOBILE EXPENSES. In order to assist and enhance VAZQUEZ' ability to perform her duties and responsibilities, the BOARD shall provide VAZQUEZ, during her employment under this AGREEMENT, Nine Hundred Dollars (\$900.00) per month for the use of a personal automobile and all insurance, maintenance, gas and other expenses related thereto. The BOARD requires VAZQUEZ to maintain an automobile for employment purposes.

4.7 BUSINESS EXPENDITURES. In order to assist and enhance VAZQUEZ' ability to perform her job responsibility and to meet and/or exceed the performance objectives, VAZQUEZ shall receive Three Hundred Dollars (\$300.00) per month to compensate VAZQUEZ for the costs associated with the performance of her duties in the accomplishment of District business.

4.8 REIMBURSEABLE EXPENSES. In order to assist and enhance VAZQUEZ' ability to perform her job responsibility, to the extent permitted by law, the District shall also pay or reimburse VAZQUEZ for reimbursable expenses incurred by VAZQUEZ in the continuing performance of VAZQUEZ' duties under this AGREEMENT.

4.9 PROFESSIONAL MEETINGS AND ORGANIZATIONAL DUES. In support of the BOARD's educational interests, VAZQUEZ shall attend and participate in appropriate professional meetings at the local, state, and national levels with the reasonable expenses for such attendance to be borne by the District in accord with the BOARD's policies and state law, including membership fees and dues of VAZQUEZ in such organizations as she deems appropriate in the performance of her duties. VAZQUEZ may hold offices or accept responsibilities in these professional or

educational organizations, provided that such responsibilities do not interfere with the performance of her duties as Superintendent. The BOARD shall pay the entire cost of VAZQUEZ' memberships in or engagements with the following organizations:

- American Association of School Administrators;
- Florida Association of District School Superintendents;
- Council of Great City Schools;
- Florida Association of School Administrators;
- The Broad Center and The Broad Foundation;
- Association for Supervision and Curriculum Development; and,
- Such other professional or educational memberships as VAZQUEZ determines are necessary to maintain or improve her professional knowledge and skills.

The cost of such professional and educational memberships shall be paid by the BOARD only to the extent permitted by law and upon proper submittal of invoices for reimbursement or payment of such fees and dues.

4.10 FLORIDA RETIREMENT SYSTEM. VAZQUEZ shall be eligible to participate in the Florida Retirement System (FRS). BOARD shall contribute to the FRS as required by law including the provisions of Section 121.055, Florida Statutes, which currently provide that Senior Management Service Class is compulsory for all appointed district school superintendents. In the event, that Senior Management Service Class is no longer compulsory for appointed district school superintendents, BOARD agrees to continue to pay into VAZQUEZ retirement for FRS, for the duration of the term of this AGREEMENT, as a Senior Management Service Class employee unless expressly prohibited by law or in the event Senior Management Service Class is no longer recognized as a class of employees by FRS.

5. ADDITIONAL PERFORMANCE INCENTIVES

In addition to the base salary and benefits provided for in Section 4 of this AGREEMENT, VAZQUEZ shall be eligible for each of the following additional performance incentives:

5.1 EVALUATION PERFORMANCE INCENTIVES. VAZQUEZ shall be eligible for a performance incentive component to her compensation that shall be based on an amount not to exceed five percent (5%) of VAZQUEZ' annual salary to be awarded in percentages and dependent upon the performance ratings in the written evaluation done by the BOARD no later than October 1 of each year as follows:

Summative Rating	Impact on Compensation
Needs Improvement (Currently Scored as a 1)	No performance bonus No extension of this AGREEMENT
Reasonable Progress (Currently Scored as a 2)	No performance bonus AGREEMENT may be extended only by an approved

	motion of the board
Meets Expectation (Currently Scored as a 3)	Performance bonus of 3% of base salary Automatic extension of the AGREEMENT
Commendable (Currently Scored as a 4)	Performance bonus of 5% of base salary Automatic extension of the AGREEMENT

If an automatic AGREEMENT extension is earned, this AGREEMENT shall be extended for a period or term of an additional one (1) year. The performance incentive, unless otherwise agreed to by the Parties, shall be due and payable within ninety (90) days of the date of delivery of the final, written evaluation to VAZQUEZ by the BOARD pursuant to the provisions in Section 3.2 herein.

In the event the evaluation terms or scoring scale is modified during the terms of this AGREEMENT, the Parties shall agree on any new scoring model along with any applicable performance based incentives through an addendum to this AGREEMENT.

6. LEAVE AND OTHER DAYS OF PAID NON-SERVICE

6.1 ANNUAL LEAVE. VAZQUEZ shall accrue annual leave at the highest rate allowed for 12-month administrative employees of the District, which presently accrues at two (2) days per month. VAZQUEZ may accumulate unused annual leave and carry same over to the following fiscal year pursuant to School Board Policy GCD or any successor policies. Nothing in this paragraph should be read to diminish any current annual leave held by VAZQUEZ.

6.2 SICK LEAVE. VAZQUEZ shall accrue sick leave as provided by Florida law and School Board Policy GCC or any successor policy, which presently accrues at one (1) day per month. Nothing in this paragraph should be read to diminish any current sick leave held by VAZQUEZ.

6.3. LEGAL HOLIDAYS. VAZQUEZ shall be entitled to the same legal holidays as those provided to the 12-month administrative employees of the District.

7. ADDITIONAL PROFESSIONAL DEVELOPMENT ACTIVITIES

7.1 VAZQUEZ may engage in additional, outside professional development activities, including teaching, consulting, speaking, writing, and participating in professional associations related to education or business, provided said activities do not interfere with VAZQUEZ’ duties. Any compensated consulting work undertaken by VAZQUEZ must be performed using VAZQUEZ’ annual leave time, personal leave time, holidays or other non-duty time. VAZQUEZ shall disclose to the BOARD Chair, in writing, any consulting work she will perform in advance of performing same. Reimbursement of expenses, including any reasonable per diem for meals and travel,

shall not be considered compensation for purposes of this paragraph. It is also agreed that unpaid consulting work in assistance to districts or organizations shall be considered professional development or temporary duty leave, due to positive exposure for the district or experiences that would enhance VAZQUEZ' performance of district responsibilities.

8. BOARD/SUPERINTENDENT RELATIONS

8.1 In annual planning session to be held with the BOARD and VAZQUEZ no later than October 15, 2022, the BOARD and VAZQUEZ shall meet to discuss the processes and procedures on how to communicate and work together. The Board and VAZQUEZ shall annually review these processes and procedures to determine if any revisions are necessary.

8.2 Administrative responsibility and commensurate authority for administering the school system on a day-to-day basis will be delegated by the BOARD to VAZQUEZ to the extent permitted by law.

8.3 The BOARD recognizes that it is a collective body and each Board Member recognizes that his or her power as a Board Member is derived from the collective deliberation and action of the BOARD as a whole in a duly-noticed meeting and that there is no individual authority to give direction to VAZQUEZ or any OCPS staff member regarding the management of the District or how to resolve a particular matter.

8.4 It is agreed that the BOARD, individually and collectively, will refer promptly to VAZQUEZ for study and recommendation, criticism, complaints and suggestions brought to the attention of the BOARD or any member thereof.

8.5 The BOARD and VAZQUEZ agree that, absent an emergency, Sunday is not a workday within the intention of the Parties to this AGREEMENT.

9 TERMINATION AND NON-RENEWAL

9.1 TERMINATION WITHOUT CAUSE. BOARD may remove VAZQUEZ from the position of Superintendent at any time during this AGREEMENT without any reason, upon an affirmative vote of a majority of the BOARD's members. Nothing in this AGREEMENT shall prevent the BOARD from exercising its discretion to terminate this AGREEMENT and the services of VAZQUEZ, upon an affirmative vote of a majority of the BOARD's members. VAZQUEZ shall receive ninety (90) days written notice of any such determination by the BOARD to terminate the agreement. VAZQUEZ expressly waives any right she might otherwise have to object to the reasons for her termination, prior notice and/or a hearing in connection with the termination of her employment, except as expressly provided in this AGREEMENT.

9.2 SEVERANCE COMPENSATION. In the event that VAZQUEZ is terminated without cause by the BOARD pursuant to Section 9.1, BOARD agrees to pay VAZQUEZ

a sum equivalent to twenty (20) weeks of her base salary as of the date the notice is issued. In addition to such severance compensation, BOARD shall also pay VAZQUEZ for reimbursement, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of notice of termination subject to state law and BOARD policy. All compensation paid by BOARD to VAZQUEZ pursuant to this provision shall be considered liquidated damages.

9.3 TERMINATION FOR CAUSE. VAZQUEZ may be dismissed for cause from her employment for conduct which is seriously prejudicial to the BOARD or the School District including, without limitation, willful neglect of duty; material breach of AGREEMENT; violation of the Code of Ethics prescribed by Chapter 112, Florida Statutes (as amended); conduct precluded by Fla. Admin. Code Rule 6A-5.056 titled "Criteria for Suspension and Dismissal"; conduct precluded by Fla. Admin. Code R. 6A-10.081 titled "The Principles of Professional Conduct for the Education Profession in Florida"; or for "just cause" as determined by Section 1012.33, Florida Statutes (as amended). Notice of termination for cause shall be given in writing and VAZQUEZ shall be entitled to such due process rights as provided by state law and BOARD policy. If this AGREEMENT is terminated for cause, VAZQUEZ' term of office shall immediately cease. If terminated for cause, VAZQUEZ shall be ineligible for any other compensation or benefits. However, VAZQUEZ is entitled, upon termination for cause, to payment for any earned, accrued and unused leave.

9.4 BENEFITS UPON TERMINATION. In the event of termination of this AGREEMENT, VAZQUEZ' medical insurance will be addressed in accordance with any federal and state laws and regulations in effect at the time of such employment.

9.5 INCAPACITY. In the event that VAZQUEZ becomes unable to perform any or all of her duties with reasonable accommodations under this AGREEMENT due to illness, accident or other cause beyond her control and if said inability continues for a period of more than thirty (30) consecutive days, BOARD may, in its sole discretion, appoint an Acting Superintendent to fulfill the duties and responsibilities of VAZQUEZ under this AGREEMENT. If such disability continues for more than ninety (90) consecutive days, the BOARD may, in its sole discretion and upon an affirmative vote of a majority of the BOARD's members, terminate this AGREEMENT whereupon the respective duties, rights and obligations of the Parties hereto shall terminate including any obligations for severance pay contained in Section 9.2 hereof. In the event of termination due to disability, VAZQUEZ shall continue to receive the salary and benefits provided in this AGREEMENT for a period of ninety (90) days from the date VAZQUEZ is terminated. The BOARD's decision and determination as to the disability of VAZQUEZ shall be final and shall be based upon the opinion of a licensed medical physician. VAZQUEZ hereby consents to a medical examination as requested by the BOARD pursuant to this provision or in the alternative to produce sufficient documentation to determine the nature of the absence or incapacity. The Parties agree that the BOARD may select the licensed physician who will perform any such medical examination.

9.6 RESIGNATION. If VAZQUEZ should at any time elect to resign her position as Superintendent, she agrees to provide the BOARD not less than ninety (90) days prior written notice of such resignation. After ninety (90) days following the delivery of such notice to the BOARD, in accordance with the notice provisions of this AGREEMENT, this AGREEMENT and all rights and obligations created hereunder, shall terminate unless the BOARD elects to terminate the AGREEMENT earlier or unless the Parties mutually agree to a different date of resignation. Absent such mutual agreement or a vote by the BOARD to terminate this AGREEMENT earlier, such written resignation shall become effective on the 90th day after its delivery to the BOARD and shall become final. Without regard to whether it was accepted or not by the BOARD, such written resignation may not be withdrawn or revoked by VAZQUEZ without the consent and agreement of the BOARD through a properly adopted motion by the BOARD at a regularly scheduled meeting. All salaries and other benefits which are or would be payable or accrue to VAZQUEZ under this AGREEMENT shall be prorated as of the effective date of the resignation. VAZQUEZ shall be entitled for any earned, accrued and unused leave. VAZQUEZ shall also be entitled to payment for any performance incentives earned through the date notice of the resignation was served to the BOARD.

9.7 BENEFITS UPON RETIREMENT OR DEATH. This AGREEMENT shall be terminated upon the retirement or death of VAZQUEZ. If termination is as a result of death, VAZQUEZ' estate or designated beneficiaries shall be entitled to receive such benefits under any death benefit plan that may be in effect for employees of the District in which VAZQUEZ participated and any salary, reimbursement, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of death. If termination is the result of VAZQUEZ' retirement, VAZQUEZ shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the date of retirement.

9.8 MUTUAL AGREEMENT. This AGREEMENT may be terminated by mutual agreement of VAZQUEZ and the BOARD in writing upon mutually agreed terms and conditions. If termination is by mutual agreement, VAZQUEZ shall be entitled to any salary, reimbursements, performance incentives, earned, accrued and unused leave or benefits, and any other payments due and owing under this AGREEMENT as of the termination date. Termination under this provision does not require BOARD payment of any or all of the severance pay to be paid by the BOARD pursuant to Section 9.2 herein unless expressly agreed to by the Parties at the time of the mutual separation.

10. GENERAL CONDITIONS

10.1 PLACE OF PERFORMANCE. All obligations of BOARD under the terms of this AGREEMENT are reasonably susceptible of being performed in Orange County, Florida and shall be payable and performable in Orange County, Florida.

10.2 SOVEREIGN IMMUNITY. Nothing herein is intended to serve as a waiver by BOARD of sovereign immunity or of any rights under Section 768.28, Florida Statutes.

10.3 NO THIRD PARTIES. The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this AGREEMENT. None of the Parties intend to directly or substantially benefit a third party by this AGREEMENT. The Parties agree that there are no third party beneficiaries to this AGREEMENT and that no third party shall be entitled to assert a claim against any of the Parties based upon this AGREEMENT. Nothing herein shall be construed as consent by either party to be sued by third Parties in any matter arising out of any contract.

10.4 INDEMNIFICATION OF SUPERINTENDENT. In accordance with Section 1012.26, Florida Statutes, the BOARD agrees that it shall indemnify, defend and hold harmless VAZQUEZ to the fullest extent permitted by applicable law from and against any and all liabilities, costs, claims and expense, including without limitation, all costs and expenses incurred in defense of litigation or any administrative proceeding or action, including attorneys' fees and costs, arising out of the employment of VAZQUEZ, or as a result of her serving as Superintendent, except to the extent arising out of or based on her gross negligence or willful misconduct as Superintendent. VAZQUEZ shall have the right to select counsel to represent her in any such civil or criminal action, subject to the BOARD's approval. This provision shall survive termination of this AGREEMENT.

10.5 NON-DISCRIMINATION. The Parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities and obligations under this AGREEMENT because of race, color, religion, sex, national origin, disability, age, or marital status.

10.6 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and is the final, complete and exclusive expression of the terms and conditions of their agreement. Any and all prior agreements, representations, negotiations and understandings made by the Parties, oral and written, express or implied, are hereby superseded and merged herein. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10.7 AMENDMENTS. Any amendment, modifications, or variations from the terms of this AGREEMENT shall be in writing, shall be effected only upon approval of such amendment, modification, or variation by the BOARD and VAZQUEZ, and shall not operate as a termination of this AGREEMENT.

10.8 AGREEMENT PREPARATION. The Parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this AGREEMENT has been their joint effort. This AGREEMENT contains the Parties' mutual expressions and the resulting document shall not, solely as a

matter of judicial construction, be construed more severely against one of the Parties than the other.

10.9 BINDING EFFECT. This AGREEMENT shall be binding upon and inure to the benefit of the Parties hereto and any respective successors.

10.10 WAIVER. The Parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this AGREEMENT and, therefore, is a material term hereof. Any party's failure to enforce any provision of this AGREEMENT shall not be deemed a waiver of such provision or modification of this AGREEMENT. A waiver of any breach of a provision of this AGREEMENT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT.

10.11 GOVERNING LAW. This AGREEMENT shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any cause of action shall be in the Ninth Judicial Circuit of Orange County, Florida.

10.12 LEGAL COMPLIANCE. Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this AGREEMENT. Furthermore, any provisions of this AGREEMENT which do not comply with the laws of the State of Florida in existence from time-to-time during the term of this AGREEMENT shall be deemed amended to comply with such laws.

10.13 SEVERABILITY. Should any provision of this AGREEMENT be invalid, illegal, unlawful, unenforceable or void in any respect the surviving provisions of this AGREEMENT shall nevertheless be effective and binding on all Parties.

10.14 MEDIATION. The Parties agree that in the event they cannot resolve a dispute hereunder, they shall, prior to filing any lawsuit, mutually participate in a mediation, to be conducted by a certified Florida Circuit Court mediator, who shall be mutually selected and whose fees and costs shall be equally divided between the Parties.

10.15 ASSIGNMENT. Neither this AGREEMENT nor any interest herein may be assigned, transferred or encumbered by any party. There shall be no partial assignments of this AGREEMENT including, without limitation, the partial assignment of any right to receive payments from the BOARD.

10.16 FORCE MAJEURE. Neither party shall be obligated to perform any duty, requirement or obligation under this AGREEMENT if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

10.17 CAPTIONS. The captions, section numbers, article numbers, title and headings appearing in this AGREEMENT are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this AGREEMENT, nor in any way effect this AGREEMENT and shall not be construed to create a conflict with the provisions of this AGREEMENT.

10.18 AUTHORITY. Each person signing this AGREEMENT on behalf of either party individually warrants that he or she has full legal power to execute this AGREEMENT on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this AGREEMENT.

10.19 STATE FUNDING. VAZQUEZ' salary, performance incentives and benefits paid for by state funds shall be limited as prescribed in Section 1001.50, Florida Statutes. BOARD shall be responsible for identifying additional sources of funding for any amounts due and owing to VAZQUEZ under the terms of this AGREEMENT that are in excess of the limits prescribed by Section 1001.50, Florida Statutes.

10.20 NOTICE. When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To BOARD: Orange County School Board Chair
Orange County Public Schools
445 West Amelia Street, 9th Floor
Orlando, Florida 32801

With a Copy to: General Counsel
Orange County Public Schools
445 West Amelia Street, 9th Floor
Orlando, Florida 32801

To VAZQUEZ: MARIA F. VAZQUEZ, Superintendent of Schools
Orange County Public Schools
445 West Amelia Street, 9th Floor
Orlando, Florida 32801

11. SIGNATURES

Dated: _____

SUPERINTENDENT

By: Dr. MARIA F. VAZQUEZ

Dated: _____

THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA

By: Teresa Jacobs, Chair

STATE OF FLORIDA
COUNTY OF ORANGE

Affirmed and subscribed before me this _____ day of July 2022, by Dr. MARIA F. VAZQUEZ
and Teresa Jacobs on behalf of the BOARD.

(NOTARY SEAL)

By:
Notary Public State of Florida

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____