



Orange County Public Schools

Procurement Services Department • 445 W. Amelia St. • Orlando, FL 32801 • Phone 407.317.3988 • Fax 407.317.3414

AGREEMENT

By and Between

The School Board of Orange County, Florida

And

Orange County, Florida

This Agreement ("Agreement") is made by and between The School Board of Orange County, Florida on behalf of Adult Education Department, a political subdivision of the State of Florida, located at 445 West Amelia Street, Orlando, FL 32801, ("OCPS") and Orange County, a charter county and political subdivision of the State of Florida, located at 201 S. Rosalind Avenue, Orlando, FL 32801, (the "County.") OCPS and Orange County shall be referred to individually as a "Party" and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, OCPS through its Adult Education Department provides English Speakers of Other Languages (ESOL) classes;

WHEREAS, the County desires to have OCPS provide adult ESOL classes on Orange County property sites in the I-Drive Community Redevelopment Area (I-Drive CRA), consistent with the Scope of Services set forth in Exhibit "A";

WHEREAS, the County has determined that there is a public interest for such activities/programs to support professional growth and upskilling for those who live and work in the I-Drive Community Redevelopment Area ("I-Drive CRA"); and

WHEREAS, employers represented in the I-Drive CRA Advisory Group have recommended such programs to help alleviate systemic talent shortages; and

WHEREAS, the County has developed the I-Drive CRA Economic and Workforce Development strategy to support such training; and

WHEREAS, the County desires to enter into an agreement with OCPS, for services provided by its Adult Education department, whereby OCPS will receive funds of the County in accordance with the terms and conditions herein set forth; and

WHEREAS, OCPS has available the necessary qualified and trained personnel, facilities, materials, and supplies to perform its obligations as set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration and the mutual promises contained herein, the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

The following definitions of terms associated with this Agreement are provided to establish a common understanding between both Parties to this Agreement, as to the intended application, interpretation, and usage of terms in connection with this Agreement:

- (a) "AGREEMENT" refers to the executed Agreement by and between OCPS and the County.
- (b) "AMENDMENT" means a written document authorized by the parties to this Agreement which, when executed by both parties, sets forth any changes to this Agreement including the exhibits hereto.
- (c) "THE COUNTY " means Orange County, a charter county and political subdivision of the State of Florida.
- (d) "PARTIES" shall mean the parties entering into this Agreement, OCPS and the County, respectively.
- (e) "OCPS" shall mean The School Board of Orange County, Florida, a political subdivision of the State of Florida, and may be used interchangeably with OCPS or Orange County Public Schools.
- (f) "SERVICES" shall mean the services as set forth and required, pursuant to the Agreement and described in further detail in Exhibit "A" and Exhibit "B," attached hereto and incorporated herein by reference.

ARTICLE 2 –COUNTY OBLIGATIONS

The County has appropriated for the period commencing December 1, 2025, and ending September 30, 2026, the total sum of \$250,000 ("County Contribution") to be administered and disbursed by OCPS solely for the purposes set forth in Exhibit "A". Any funds not spent or encumbered by September 30, 2026, for the designated purpose set forth in Exhibit "A", shall be returned to the County. If and when the County requests additional learning sites, this Agreement shall be amended to reflect such sites and any changes in costs / payment terms, or any other changes associated therewith.

A final report, as described in Exhibit "B", shall demonstrate the scope and performance of OCPS services that were funded pursuant to this Agreement. This report is due to the Orange County Economic Development Administrator no later than 30 days after completion of each program session, as noted in Exhibit "B." Failure to comply with the County's request for submission of this report shall constitute grounds for termination of this Agreement and may result in the ineligibility of OCPS to receive future contributions from the County.

No funds paid under this Agreement shall be expended for any lobbyist, as such term is defined in section 2-351 of the Orange County Code, to engage in any lobbying activities designed to influence decisions or other foreseeable actions of the Board of County Commissioners or the governing body of any other municipality located within Orange County. Furthermore, OCPS agrees that it shall not undertake, or cause to be undertaken, or participate in, any lobbying before the state legislature in order to advocate for or influence legislative decision-making inconsistent with legislative priorities adopted by the Board of County Commissioners, without the prior written consent of the Board or the County Administrator.

No funds paid under this Agreement shall be expended for the payment of any liability, claims, demands, damages, expenses, fees, fines, penalties, proceedings, actions and cost of actions, attorneys' fees, including attorneys' fees on appeal proceedings, or judgments of any kind and nature.

ARTICLE 3 – OCPS OBLIGATIONS

Accounting. OCPS will utilize accounting procedures and practices in accordance with generally accepted accounting principles in the maintenance of the records of receipts and disbursements of the funds contributed by the County.

Right to Inspect and Audit Accounts. During the Term of this Agreement, OCPS, with respect to the receipt and expenditure of funds provided under this Agreement, shall permit County staff and the Orange County Comptroller and their staff to inspect and audit OCPS books and accounts related to this program at any time during normal working hours, provided that reasonable notice is given to OCPS prior to any such inspection. The County's right to inspect and audit OCPS shall not include access to personally identifiable student information; provided, however, if the records requested by the County include personally identifiable student information, the parties shall work together to reach a mutually agreeable solution that both protects any personally identifiable student information and allows the County access to such records. In addition, should OCPS provide any or all of the County's funds to sub-recipients, then, and in that event, OCPS shall include

in written agreements with such sub-recipients a requirement that records of the sub-recipient be open to inspection and audit by the County or the County's designee.

Maintenance of Records; Audit. During the Term of, and for a period ending five (5) years after the expiration or termination of this Agreement, OCPS shall make all records and documents relating to this Agreement available for inspection and copying by the County or any agent designated by the County.

ARTICLE 4 - AMENDMENTS AND MODIFICATIONS

No Amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

ARTICLE 5 – TERM AND TERMINATION

- (a) The Term of this Agreement will begin upon full execution by both parties and shall continue through September 30, 2026 (the "Term").
- (b) This Agreement may be terminated by either Party, with or without cause, upon thirty (30) days' written notice sent consistent with the notice provisions of Article 23. Upon termination, classes shall cease, and any unexpended portion of Orange County's Contribution shall be returned to the County.

ARTICLE 6 – PERSONNEL

- (a) All of the Services herein shall be performed by OCPS and the County or under their supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under applicable state and local law to perform such Services.
- (b) The County will not be providing services on any property owned or operated by OCPS. Additionally, the County will not receive any remuneration in connection with the services provided pursuant to this Agreement. Accordingly, the provisions of the Jessica Lunsford Act do not apply to this Agreement.

ARTICLE 7 – INDEMNIFICATION

Nothing in this Agreement shall be deemed to affect the rights, privileges, or be deemed a waiver of, or limitation of OCPS's or County's sovereign immunity protection and limitations of liability pursuant to Section 768.28, Florida Statutes. Any indemnity or assumption of liability by OCPS or County hereunder shall be subject to OCPS's and County's rights to sovereign immunity and any other limitations of liability provided by OCPS or County pursuant to Florida law.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

OCPS and the County each binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither OCPS nor the County shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of OCPS nor shall it be construed as giving any rights or benefits hereunder to anyone other than OCPS and the County.

ARTICLE 9 – GOVERNING LAW AND REMEDIES

- (a) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action arising out of the Agreement will have its venue in Orange County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- (b) If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the parties expressly agree that each party shall bear the cost of its own attorney and legal fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding.
- (c) THE PARTIES HERETO WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN THEM OR THEIR SUCCESSORS, UNDER OR CONNECTED WITH THIS AGREEMENT, OR ANY OF ITS PROVISIONS AND ANY NEGOTIATIONS IN CONNECTION HEREWITH.

ARTICLE 10 - INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing contained herein shall be deemed to create an association, partnership, joint venture, or relationship of principal and agent or master and servant among the Parties or any affiliate thereof, or to provide any Party hereto with the right, power, or authority whether expressed or implied, to create any such duty or obligation on behalf of any other Party.

ARTICLE 11 –DISCLOSURE OF DOCUMENTS AND STUDENT RECORDS

- (a) To the extent Services provided hereunder pertain to the access to student information, OCPS shall adhere to all standards included in the Family Educational Rights and Privacy Act (FERPA) and Sections 1001.41 and 1002.22, Florida Statutes (the Protection of Pupil Privacy Acts), and other applicable laws and regulations as they relate to the release of student information.
- (b) OCPS will provide reports to Orange County and Stakeholders. Any data other than Personally Identifiable participant information collected during the initial needs assessment and subsequent impact assessments shall belong to the County. The County shall have the right to use the aggregate, de-identified student data and analysis for any purpose and may share the data with other parties.

ARTICLE 12 – NONDISCRIMINATION

The Parties warrant and represent that all their employees are treated equally during employment without regard to race, color, religion, sex, age, national origin, sexual orientation, gender identity, or expression, and genetic information or any other category of persons protected pursuant to Florida law.

ARTICLE 13 – SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby. The indemnity provisions set forth in the Agreement shall survive the termination of the Agreement.

ARTICLE 14 – AUTHORITY

The Parties hereby represent and warrant, as it relates to this Agreement, that they have and will continue to maintain all licenses and approvals required to conduct their business, and that they will, at all times, conduct their business activities in a reputable manner.

ARTICLE 15 – SEVERABILITY

If any terms or provisions of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, such term or provision shall be stricken and deemed unenforceable and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 16 – NAMES; TRADEMARKS

The County shall acquire no rights under the Agreement to, and shall not use, the name of the "School Board of Orange County, Florida," "Orange County Public Schools" or "OCPS" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "OCPS Marks") in any of the County's advertising, publicity, or promotion; to express or imply any endorsement by OCPS of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by OCPS, except as expressly permitted herein. No advertisement, publication, or other use of OCPS Marks shall be published or otherwise promulgated by the County without OCPS's prior inspection and written approval. This clause shall survive the expiration or termination of this Agreement.

OCPS shall acquire no rights under the Agreement to, and shall not use, the name of the County or the name of "Orange County" either alone or in conjunction with or as part of any other name, word, mark, picture, logo, design, and/or trademark (collectively, "County Marks") in any of OCPS's advertising, publicity, or promotion; to express or imply any endorsement by the County of its Services; or in any other manner (whether or not similar to the uses hereinabove specifically prohibited) without the prior review and written approval by the County, except as expressly permitted herein. No advertisement, publication, or other use of County Marks shall be published or otherwise promulgated by OCPS without the County's prior inspection and written approval. This clause shall survive the expiration or termination of this Agreement.

ARTICLE 17 - NON-EXCLUSIVE AGREEMENT

The Parties understand and agree this Agreement is a non-exclusive agreement and the Parties hereto may participate in other comparable services to and from any other person or entity.

ARTICLE 18 - ENTIRETY OF AGREEMENT

OCPS and the County agree that this Agreement and any documents made a part thereof, sets forth the entire agreement between the Parties as it relates to the Services, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the Parties hereto. In the event a conflict arises, the Parties shall discuss any such conflict, and the priority of controlling documents shall be as follows: this Agreement, and any correspondences between parties.

ARTICLE 19 – CONSTRUCTION OF AGREEMENT

Each Party has participated in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.

ARTICLE 20 – OTHER CONDITIONS

- (a) **Legal Authority** - It is understood that those signing this Agreement have the legal authority to enter into binding Agreements.
- (b) **Location** - All Service(s) shall be performed and located in appropriate, convenient, safe, clean, and well-maintained settings.
- (c) **Access** – Orange County will connect OPCS to employers for accessibility to training sites. For software support, OCPS agrees to allow for secure, remote access to the system via internet-based tools such as WebEx or PCAnywhere or as outlined and agreed upon herein.
- (d) **Covenant Not-to-Hire** - Each Party agrees not to hire or attempt to hire employees of the other Party during the Term(s) and for a period of one (1) year after the Term(s) of this Agreement, without the express written consent of the other Party.

(e) **Public Entity Crime** - Pursuant to Section 287.133, Florida Statutes, the following restrictions are placed on the ability of persons convicted of public entity crimes to transact business with OCPS: when a person or affiliate has been placed on the convicted vendor list following a conviction for a public entity crime, it may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

ARTICLE 21 – NON-WAIVER

The failure of either Party to exercise or delay in exercising any right, power, or privilege provided for hereunder shall not be deemed a waiver thereof, nor shall any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof, or the exercise of any other right, power, or privilege under this Agreement. No Party shall be deemed to have waived a right, power, or privilege provided for herein, unless such waiver is in writing and signed by the waiving Party.

ARTICLE 22 – FORCE MAJEURE

Except as otherwise provided herein, none of the Parties shall be obligated to perform, and no Party shall be deemed to be in default of its performance, if prevented by: (a) fire, earthquake, hurricane, wind, flood, act of God, riot, or civil commotion; (b) any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities, war, or governmental law and regulation; or (c) labor dispute that results in a strike or work stoppage affecting the performance of this Agreement.

ARTICLE 23 – NOTICE

All formal notices, proposed changes, and determinations between the Parties hereto including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by United States mail, postage prepaid, to the parties at the contact information listed below:

THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA

Attention: Josue Raymond
Career and Technical Education
445 West Amelia Street
Orlando, FL 32801

BOARD OF COUNTY COMMISSIONERS

ORANGE COUNTY, FLORIDA
Attention: Renuka Sastri
Office of Economic Development
201 South Rosalind Avenue
Orlando, FL 32802

ARTICLE 24 – COUNTERPARTS

This Agreement may be executed in up to two identical counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, OCPS and Orange County have made and executed this Agreement on the dates set forth below.

ATTEST: Phil Diamond, CPA, County
Comptroller
As Clerk of the Board of County
Commissioners

ORANGE COUNTY, FLORIDA
By: Orange County Board of County
Commissioners

By: _____
Deputy Clerk

By: _____
Jerry L. Demings, Orange County Mayor

Date: _____

THE SCHOOL BOARD OF ORANGE COUNTY,
FLORIDA, a corporate body organized and existing
under the constitution and laws of the State of
Florida

By: Teresa Jacobs
Teresa Jacobs, Chair

Date: January 16, 2026

Attest: Maria F. Vazquez
Maria F. Vazquez, Ed.D., Superintendent

Date: January 15, 2026

Approved as to form and legality by the Office
of Legal Services to the Orange County School
Board on: 11-4-25 Signature: [Signature]
Print Name: Vivian Coates

Exhibit "A"

I-DRIVE CRA: ENGLISH LANGUAGE COURSES FOR SPEAKERS OF OTHER LANGUAGES

Target Population

OCPS, through its Adult Education Department, will provide English Speakers of Other Languages (ESOL) classes at International Drive Community Redevelopment Area (I-Drive CRA) properties (the "Program"). Enrollment shall be limited to employees of businesses located within the I-Drive CRA (the "Students").

Program Responsibilities

OCPS will provide instructors, curriculum, textbooks, and instructional software to support the Program. OCPS will offer ESOL classes consistent with the ESOL curriculum offered by OCPS's Adult Education concurrently on days and times that are mutually agreeable between OCPS, Orange County, and participating employers and during teacher contract days and times during FY 2025-2026 with the option to extend as noted in Article 5.

Orange County shall facilitate onsite classroom space at participating employers, including, but not limited to, desks, tables, electricity, and premises maintenance, and will promote the Program by recruiting I-Drive area employers. The County agrees to pay for the teacher(s), instructional support personnel, program coordinator, textbooks, and Student tuition. The County agrees to provide reasonable advance notice, when possible, to OCPS with regard to closures or unavailability of employer participation.

Student Assessment

Students taking ESOL classes will take the Comprehensive Adult Student Assessment Systems Test to determine placement in ESOL classes. In order to meet County reporting requirements, OCPS will complete an exception to test those Students who do not complete the required number of seat hours. All decisions whatsoever relating to the administration of the ESOL program, including but not limited to student assessment, placement, grading, and advancement, shall be within OCPS's sole discretion.

Program Details and Funding

The County will provide funding in the amount of \$250,000 for Fiscal Year 2025-2026. The Program will be administered at no cost to OCPS. County funding will be used to support OCPS design and delivery of the Program.

Definitions:

Session: A session here is defined as a 12-week instruction period.

Class: The two-hour period of instruction planned for twice a week for the duration of a session.

Cohort: A level (e.g. beginner) and/or employer group (e.g. Rosen Hotels & Resorts) participating in a series of classes. An employer may host more than one cohort.

The Program will run in three 12-week sessions during the term. Each session provides:

- Two, 2-hour, in-person, on-site classes per week with an instructor.
- A total of six cohorts across various employer sites within the I-Drive CRA.
- A minimum of 25 participants are required to launch each cohort.
 - If a cohort's participation drops below 25 students prior to start, OCPS will:
 - Notify the County and delay the start of the cohort by up to two weeks to allow for additional recruitment.
 - Make best efforts to implement a recruitment plan with the employer to recruit additional participants.
 - If a cohort exceeds 25 participants, OCPS may recommend splitting the group into a new cohort, as long as it meets minimum participation requirements.
 - Request to add cohorts shall be made in writing to County.

OCPS course design and delivery is subject to change, at OCPS's sole discretion, based on data collected during a comprehensive needs assessment, student performance, and program administration process learnings from each successive session.

Flexible hours will be offered to accommodate participating students, who often work entry-level positions and non-traditional shifts and may have multiple jobs to make ends meet, among other unique needs. In addition to the customized courses, OCPS will prepare a program evaluation to include an initial needs assessment (and data collection) and an assessment of the long-term outcomes of the target population to ensure the needs of the community are being met. Data collected before, during, and after will inform both the course design and delivery, as well as the subsequent sessions during the agreement period. All Student attendance data will be reported in de-identified form. No personally identifiable Student information will be shared with the County or included in any reporting.

Outcomes shall be reported to Orange County and appropriate stakeholders to determine how and whether the program should be continued.

Payment Terms

Estimated students per session	140
Weeks per session	12
Sessions	3
Planned cohorts in each session*	6
Total cost not to exceed Fiscal Year 2025-2026	\$250,000
Cost per session per cohort (i.e. cost for one 12-week session at one employer)**	\$13,889

* Six (6) cohorts in each session based on employer interest indicated in April 2025. May vary upon program implementation.

** Cost per session per cohort if additional cohorts are mutually agreed upon between OCPS and County. Likewise, if cohorts need to be discontinued because of minimum participation requirements, this is the reduction to be reflected in the invoice to County.

The County has appropriated for the Fiscal Year 2025-2026, a total sum not to exceed Two Hundred and Fifty Thousand and 00/100 Dollars (\$250,000.00) ("County Contribution") to reimburse OCPS solely for the purposes set forth in this Exhibit "A". The County Contribution shall be made in up to three installments, with each installment not to exceed Eighty-Three Thousand Three Hundred and Thirty-Three and 00/100 Dollars (\$83,333.00). Payments are scheduled based on the submission of performance and financial reports at the end of each session, as outlined in this Exhibit "A". The final report will determine compliance for future funding. Failure to submit these reports may result in termination of this Agreement and make OCPS ineligible for future County contributions.

Payment Schedule

Invoice	Period	Invoices Due
1	December 1 – March 31 2026	April 15, 2026
2	April 1- June 30, 2026	July 15, 2026
3	July 1 – September 30, 2026	October 15, 2026

Exhibit “B”

Program Timeline

Three sessions during County FY 2025-2026

Reporting Requirements and Dates

Participation Reports for Invoicing

Each invoice must be accompanied by the following:

- 1) Student profile data (table form):
 - Anonymized name
 - Other language spoken at home
 - Home zip code
 - Employer’s name
 - Highest level of education

- 2) Performance Grading on pretest by each learning segment (reading, listening) associated with student profile data.

Performance Reports for End of Session and Term

OCPS will provide session and end-of-term reports to Orange County and Stakeholders as specified below. Any data other than Personally Identifiable participation information collected during the initial needs assessment and subsequent impact assessments shall belong to the County. The County shall have the right to use the aggregate, de-identified Student data and analysis for any purpose and may share the data with other parties.

Within 30 Days after each session ends, provide a report with:

- 1) Written one-page summary of session activity for each employer.

- 2) Student profile data (table form):
 - Anonymized name
 - Other language spoken at home
 - Home zip code
 - Employer’s name
 - Highest level of education

- 3) Performance Grading on pre-test and post-test by each learning segment (reading, listening) associated with student profile data.

- 4) Course Satisfaction
 - Improved ability to communicate in English
 - Likelihood to recommend
 - Satisfaction with individual course features

Final FY performance, program recommendations and financial report:

Within 30 days after the last session, provide a report with:

An in-depth analysis of the Program including program recommendations for an effective and scalable English Speakers of Other Languages program, with special consideration for the needs of working adults. In addition to the data indicated in the Summary Assessment section, the analysis should include:

- Success metrics including completion, intent to recommend, and outcomes against program goals.
- Reasons for opt out or drop out.