

## **INTERAGENCY AGREEMENT**

**THIS INTERAGENCY AGREEMENT** is made and entered into as of this 11th day of July, 2005, pursuant to section 39.0016, Florida Statutes, by and between

### **THE FLORIDA DEPARTMENT OF EDUCATION**

(hereinafter referred to as “DOE”), whose principal place of business is 325 W. Gaines Street, Tallahassee, Florida 32399-0400. On the local level, educational authority and responsibility are with the district school boards and their staff,

and

### **THE FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**

(hereinafter referred to as “DCF” and/or the department), whose principal place of business is 1317 Winewood Blvd., Tallahassee, Florida 32399-0700. On the local level, DCF refers to staff of the Department of Children and Families; staff of Community-Based Care providers who serve abused, neglected and abandoned children in lieu of the department or staff of a sheriff’s office that perform abuse, neglect and abandonment investigations in lieu of the department,

and

### **THE FLORIDA AGENCY FOR WORKFORCE INNOVATION**

(hereinafter referred to as “AWI”) whose principal place of business is 107 E. Madison Street, Tallahassee, Florida 32399-4134. AWI -serves as the designated agency for purposes of federal workforce development grants and disperses grants pursuant to the

plans and policies of Workforce Florida, Inc. On the local level, workforce programs are administered by the Regional Workforce Boards and their contracted service providers through local One Stop Career Centers that provide employment and training services to local participants. The Job Training and employability skills referenced herein reflect the programs administered by the Regional Workforce Boards for youth age 14 through 21,

and

collectively hereinafter referred to as the “Parties”.

**WHEREAS**, DOE must fulfill its constitutional obligation to educate children of compulsory school age; and

**WHEREAS**, DOE is the State Education Agency (“SEA”) for the Individuals with Disabilities Education Act (“IDEA”) and an administrative entity for Section 504 of the Carl Perkins Vocational Rehabilitation Act and must fulfill its obligations for education and related services to children with disabilities that interfere with their learning or inhibit their access to the education environment before, during and after the ages of compulsory school attendance; and

**WHEREAS**, DCF is the state agency to provide, either directly or through contracted providers, the full range of child welfare services under Florida Statutes and Administrative Rules; and

**WHEREAS**, AWI is the state agency responsible for job training and employment services and functions as the grant recipient of federal workforce funds and administrative entity for Workforce Florida, Inc.; and

**WHEREAS**, the Parties acknowledge that stability within the educational setting and educational progress, including progress toward post-secondary education, and employability skills through either vocational or post-secondary education are important to the children served by DCF; and

**WHEREAS**, section 39.0016 (1)(a), Florida Statutes, defines children known to the department as children who are found to be dependent or children in shelter care; and for the purposes of this agreement, children known to the department refers to children known to the Department of Children and Families; and

**WHEREAS**, section 39.0016 (3), Florida Statutes, requires DCF to enter into an agreement with DOE regarding the education and related care of children known to the department; section 39.0016 (4), Florida Statutes, requires DCF to locally enter into agreements with district school boards or other local education entities regarding children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from the district school board; and

**WHEREAS**, the children covered by this agreement are those children known to the department (DCF) who are being served while remaining in their own homes, and

those who have been placed by DCF or by order of the court in a licensed setting in a shelter home or facility, a foster family or group home, a residential child care institution, or in an unlicensed setting with a relative or non-relative, or any combination thereof; and

**WHEREAS**, the children known to the department may have, or be “at risk” of developing academic and/or behavioral problems possibly due to the disruption in their lives and may require services including, but not limited to, those attached to this agreement and defined by section 1003.01 (3)(b) and (10), Florida Statutes; section 1003.53; Florida Statutes, section 39.0016 (4), Florida Statutes; and section 445.004(10)(a), Florida Statutes; and

**WHEREAS**, section 1000.21 (5), Florida Statutes, provides the definition of parent to be “either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of a parent”; and

**WHEREAS**, the Parties have determined that education and the educational setting, and job training and employability skills are critical components in the life of children known to the department; and

**WHEREAS**, the purposes of this Agreement are to promote collaboration among DCF, DOE, and AWI to: 1) ensure educational access and related care, including post-secondary education pursuits, promote job training and employability skills and facilitate

the delivery of services or programs to children known to the department; 2) avoid duplication of services or programs; and 3) combine resources to maximize availability or delivery of services or programs; and

**WHEREAS**, the provisions of section 39.0016 (2), Florida Statutes, establish goals and not rights and do not require the delivery of any particular service or level of service in excess of existing appropriations and do not support a course of action against the state or any of its subdivisions, agencies, contractors, subcontractors or agents. These provisions do not require the expenditure of funds to meet the established goals of this agreement or of section 39.0016(2), Florida Statutes, except funds specifically appropriated for such purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants embodied herein, the Parties to this Interagency Agreement mutually agree as follows:

## **ARTICLE 1 – RECITALS**

1.01 **Recitals.** The Parties agree that the foregoing recitals are true and correct and that each recital is incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term.** This Agreement shall be in effect from the date of execution by all Parties, and shall continue for three years with an annual review in the interim.

**2.02 Dissemination of Agreement.** Each Party agrees to disseminate this Agreement to appropriate personnel within each agency and to provide information about the Agreement and technical assistance in the implementation of the Agreement.

**2.03 Agency Collaboration.** In order to support continued collaboration, the agency designees agree to meet, at a minimum, on an annual basis in order to:

a) Review each agency's rules, regulations, policies and practices as they impact the education, special education and related services, job training and employment of children known to the department;

b) Make recommendations to the Commissioner of Education, the Secretary of DCF, and the Director of AWI regarding procedures, processes, guidelines and policies as they impact children known to the department;

c) Define and establish communication protocols, identify responsible staff, and facilitate prompt and substantive information sharing and communication among the Parties;

d) Provide technical assistance as requested in the development of local interagency agreements between DCF districts and school boards as required by section 39.0016 (4), Florida Statutes;

e) Promote the joint updating of adopted policies that affect the three agencies in regard to children known to the department and incorporate these policies into staff training;

f) Review and report to the responsible agency any state statutes, administrative codes, or state plans that need to be amended in order to fully implement this Agreement and its intended purposes; and

g) Determine whether the 2004 Reauthorization of IDEA contains provisions that may need to be addressed in a revision of this Agreement.

**2.03.5 Collaborations with other entities.** DCF will work to encourage the Agency for Persons with Disabilities to become a Party to this Agreement.

**2.04 Liaisons.** The Parties agree to each promote the appointment of a Liaison by each district school board, by each DCF district/region or community-based care provider, and for each Regional Workforce Board Liaison, with the intent that such Liaisons shall be responsible for implementation of the requirements in this Agreement. The Liaisons shall work to achieve appropriate educational, job training and employment services for children known to the department.

**2.05 Training and Staff Development.** Each Party agrees to promote, through the following initiatives, the provision of training and staff development related to the implementation of this Agreement to increase standardization of the processes and training developed:

a) Consistent with section 39.0016 (5), Florida Statutes, and in coordination with DOE and local school districts, DCF shall incorporate an education component into all training programs of their agency's staff development regarding children known to the

department. DCF shall offer opportunities for education personnel and surrogate parents to participate in such training, which shall include:

Training for parents in cases in which reunification is the goal, or for pre-adoptive parents when adoption is the goal, so that such parents learn how to access the services for the child known to the department and the importance of their involvement in the education of the child known to the department;

Training for caseworkers and foster parents to include information on the right of the child known to the department to an education, the role of an education in the development and adjustment of a child known to the department, the proper ways to access education and related services for the child known to the department, and the importance and strategies for parental involvement in education for the success of the child known to the department;

Training of caseworkers regarding the services and information available through DOE and local school districts, including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through the DOE or local school districts to facilitate educational access for a child known to the department.

b) DOE shall promote the practice of allowing Guardian Ad Litem and foster parents to attend surrogate parent training offered by school district Exceptional Student Education (ESE) staff or other persons designated by the school district. This includes the promotion of the use of the Florida Diagnostic and Learning Resource Centers in the recruitment and training of surrogate parents.

d) DOE, from the state level, shall offer resources for Independent Living transition and transition planning, and will work with DCF, at the state level, to develop suggested guidelines for transition plans to meet the special needs of students known to the department.

e) DOE shall encourage participation by local School Board staff in DCF's Dependency Court Improvement Conference and other conferences, including providing suggestions for speakers and training materials.

f) DCF will promote practices that engage caseworkers and foster parents in the education of children known to the department such as attendance at parent-teacher conferences, school open houses, and other events significant to the education of the child and creating the message to the child that his or her education is important to the adults in his or her life.

**2.06 Sharing of Information.** Each Party agrees:

a) To promote to the fullest extent permissible and in compliance with federal law, Florida Statutes, and Administrative Rules, including but not limited to Chapter 39, Florida Statutes, and section 1002.22, Florida Statutes, the sharing of information on children known to the department, when it is relevant to their educational growth including post secondary pursuits, job training, employment and other benefit;

b) That it may be necessary to restrict information sharing due to statutory prohibitions other than those enunciated in section 39.202, Florida Statutes. It is understood that the sharing of student records with parental or custodial consent does not abrogate the confidentiality of the records as to other non-designated parties;

c) To continue to improve the technical interface among local automated data systems of the Parties to provide for the efficient sharing of information;

d) To promote the sharing of all information, including lists of services available in each local area, on an on-going basis. In particular, DOE shall promote the identification of the services available within each school district that the school district believes are reasonably necessary to meet the needs of, and to facilitate educational access for, children known to the department. A listing of these services shall be provided to local RWB and DCF staff. The services identified shall include, but not be limited to, current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through DOE or local school districts to facilitate educational access for a child known to the department. AWI shall promote the identification of employment and training services available at each Regional Workforce Board (RWB) One Stop Career Center and the availability of a listing of these services for local DOE and DCF staff. DOE shall provide updates of these listings to DCF annually and upon significant change. RWBs will provide current information on available youth services on their websites;

e) DCF shall take all steps necessary to promote consent by the court, natural parent(s) and/or legal guardians of the children to enable school districts and RWB staff to provide to DCF the educational and job training records for children known to the department. Local School Districts have consent forms for this purpose;

f) DCF and AWI shall promote the maintenance of current databases of clients and their respective caseworkers and the periodic updating of these databases to reflect changes;

g) DCF shall promote the inclusion in the local agreements of the following requirements:

The notification by DCF staff to the school and school district in which a child known to the department is enrolled of the name and phone number of the child, the child's caregiver and the child's caseworker for child safety purposes.

The establishment of a protocol for DCF to share information about a child known to the department with the school district, consistent with the Family Educational Rights and Privacy Act, since the sharing of information will assist each agency in obtaining education and related services for the benefit of the child.

h) DOE shall promote the inclusion in the local agreements of the following requirements:

The establishment of local procedures to ensure continued access to the Free and Reduced Lunch Program upon notification regarding a child's change of status to "a child known to the department."

Access to information on child's attendance to the DCF Liaison in order to support continued school attendance and agency collaboration.

The establishment of local procedures to ensure that a transcript of each student's annual academic record is provided to DCF.

i) DCF shall establish procedures to provide the child's school and the district School Board's Liaison a copy of the Foster Care School Registration Form at initial removal from natural parents and any subsequent change in a child's status in foster care that affects the delivery of services under this Agreement. Attached to that

Registration Form shall be a copy of any court order that prohibits the natural parent or any other person from contact with the student and information from any other court order which may be relevant to the child's educational program or setting;

j) DCF shall ensure that the Foster Care School Registration Form and its attachments are provided to the assigned school at the time of the status change in foster care status or no later than 72 hours subsequent to the change. A change in caseworker shall result in the submission of a new Foster Care School Registration Form so that the school has accurate contact information; and

k) DCF shall ensure that current psychological and/or psychiatric evaluations of the child that were obtained by DCF or its contracted agents and have relevant information related to the education needs of the child, shall be provided to the assigned District School Board and Regional Workforce Board Liaisons, who in turn shall ensure that the information is considered in determining the educational, job training and employment services required to meet the needs of the child. A court order for the exchange of information may substitute for a release, if it is determined by the court to be in the best interest of the child.

**2.07 Educational Stabilization.** In order to facilitate the school attendance necessary for academic achievement, DOE and DCF will explore methods of encouraging prompt enrollment, continuation of children in the school of origin whenever safe and feasible, and regular attendance within their respective systems. Specifically but not exclusively, DCF will look at practices that remove children from school to attend appointments and court dates, and non-emergency changes of placement during a school quarter or semester. DOE and DCF shall take the following

steps to support school stability for children who experience a change in out-of-home placement:

a) Promoting program initiatives to facilitate the effective and efficient delivery of education and related services to eligible students placed in licensed foster care and other out-of-home settings;

b) Promoting the placement of students in foster care homes within or closest to their home school boundaries to facilitate stabilization of school placements;

c) Promoting the continuity of school placement for children known to the department who are in an out-of-home placement when they move to a placement in a new school zone, including procedures that allow requests for school reassignment and transportation when appropriate;

d) Promoting the provision of transportation for students living in an out-of-home placement when it is in the best interest of the child to attend a school not within the approved school assigned boundaries of the out-of-home placement location;

e) Promoting recognition of the authority of foster parents to enroll in school the children who are in their care, pursuant to section 1002.21(5); Florida Statutes, system-wide definition of parent; and

f) Identifying and recommending the removal of any statutory or administrative rule, policy or practice that creates a barrier to prompt and continuous enrollment in an appropriate school or program for children known to the department.

**2.08 Transportation.** The Parties agree to promote the availability of transportation resources for children known to the department who are in out-of-home

care to ensure that they can access education, job training and employment services, as follows:

a) DCF can explore the use of funding provided by the McKinney Vento Act for children in emergency shelter;

b) DCF shall explore the purchase of public bus system passes;

c) The Parties shall explore the funding of transportation and assess the availability of federal, charitable, or grant funding for such transportation; and

d) DCF shall retain the responsibility to coordinate temporary transportation for students to and from school during the time that transportation by the school system is being arranged.

#### **2.09 Case Planning.**

a) The Parties shall promote the involvement of school district and Regional Workforce Board personnel in the DCF case planning process, as necessary, to effectively address educational, job training and employment issues regarding children known to the department. DCF shall notify the District School Board Liaison of DCF case planning for a child known to the department, both at the time of plan development and plan review. Within the plan development or review process, the school district may provide relevant educational information regarding the child known to the department. DCF shall provide this notification to the Regional Workforce Board Liaison when there is documentation in the DCF case file of a child's involvement in Workforce services;

b) DOE shall promote the requirement that the district school board provide individualized student intervention for all students, and for students with disabilities who have individual educational programs (IEPs) or Section 504 plans, when a

determination has been made through legally appropriate criteria that intervention services are required. The intervention or individual educational plan must include strategies to enable the children known to the department to maximize the attainment of educational goals.

**2.095 Pursuit of Post Secondary Education.** The Parties recognize the importance of encouraging post-secondary education pursuits for children known to the department and agree to work collaboratively to encourage continued education for as many youth as possible. DOE will assist DCF with the education of youth known to the department (as well as youth adopted over the age of 16) regarding the availability of Education and Training Voucher dollars to assist with post-secondary pursuits. DOE shall promote the provision of on-going guidance support for children known to the department to ensure that they are aware of post-secondary options and will encourage school districts to include strategies for providing on-going guidance support in local agreements.

**2.10 Priority Employment, Training and Support Service.** AWI recognizes the importance of the Regional Workforce Boards in providing employment and support for children known to the department, including but not limited to eligible foster care participants receiving independent living transition services. AWI shall facilitate the provision of such services and support by promoting the following activities on the local level:

- a) Attendance of child protection staff at Regional Workforce Board meetings;
- b) Providing DCF a description of local referral processes for employment and training services;

- c) Informing the various stakeholders about the available service array and the need for services;
- d) Distribution of information about career awareness opportunities; and
- e) Establishing strategies for coordination of the various funding sources and services regarding employment and training.

**2.11 Opening and Closing of Licensed Residential Programs.** The Department of Children and Families Liaison shall provide written notice to the District School Board and Regional Workforce Board Liaisons when it plans to open or close a group residential program, in order to give the respective agencies lead time for program and resource planning.

**2.12 Parental Rights/Exceptional Student Education (ESE).** Coordination of services for a child known to the department who has or is suspected of having a disability to ensure that the child receives an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules and assurances, may include:

- a) Referral for screening;
- b) Sharing of evaluations between the school district and DCF when appropriate;
- c) Provision of specially designed instruction, special education and related services appropriate for the needs and abilities of a child known to the department;
- d) Coordination of services and plans between the school and the child's residential setting to avoid duplication or conflicting service plans;

e) Appointment of a surrogate parent, consistent with the Individuals with Disabilities Education Act, for educational purposes for a child known to the department who qualifies as soon as the child is determined to be dependent and without a parent to act for the child. The surrogate parent shall be appointed by the school district with consideration given to individuals who know the child, and recommendations made by DCF and the courts, without regard to where the child known to the department is placed so that one surrogate parent can follow the education of the child known to the department during his or her entire time in state custody; and

f) DOE shall take lead responsibility and DCF shall cooperate in an update of the Surrogate Parent Training Manual to bring that document into compliance with current law and best practices.

### **2.13 Psycho-educational and Psychological Assessments:**

a) DCF, to the extent feasible, shall require contracted agencies and individuals performing psycho-educational assessments of children known to the department to use evaluation instruments and procedures that are consistent with DOE and school district requirements as outlined in school districts' Special Programs and Procedures for the Provision of Special Instruction and Services for Exceptional Students;

b) DOE acknowledges the requirement for the consideration of outside assessments including those for children known to the department completed by DCF contracted agencies and individuals when they are consistent with evaluation instruments and procedures established by the district school board.

**2.14 Independent Living Skills.** The Parties agree to promote collaborative programming, as required by IDEA, for each child known to the department who has or is suspected of having a disability and is 14 years of age and older to include independent living transition planning by DCF and all of the child's service providers to meet the requirements of the local school district for educational purposes. The collaboration shall be designed to enhance but not supplant DOE's responsibilities under IDEA. DOE as the SEA shall provide oversight through its monitoring processes, for Local Education Agencies to meet the expectations as stated in federal law and regulations and state statutes and rules regarding transition services for students with disabilities. The SEA has a particular interest in working with DCF to fulfill its mandates and assurances under IDEA. This collaboration will work to ensure educational progress and to assist students in acquiring essential independent living skills, including readiness for pursuit of higher education goals and/or employment. Where applicable, collaborative programming on independent living skills and post high school opportunities shall also be undertaken for children known to the department and not having a known or suspected disability.

**2.15 Agency Designees.** The Parties agree that for the purpose of executing, administering and monitoring compliance with the requirements of this agreement:

a) DOE's designee shall be the Commissioner of Education, who may designate an administrator;

b) DCF's designee shall be the Secretary of DCF, who may designate an administrator; and

c) AWI's designee shall be the Director of AWI, who may designate an administrator.

**2.16 Interagency Dispute.** Each Party agrees to comply with the following steps in the case of an interagency dispute:

- a) Step 1 is resolution of the dispute among the staff who surfaced the issue; and
- b) Step 2 is resolution of the dispute among the agency heads, i.e., the Commissioner of Education, the Secretary of DCF, and the Director of AWI, or their designees.

**2.17 Evaluation.** Each Party agrees to participate, as appropriate, in evaluations conducted by the agencies or a neutral third party as agreed upon by the Parties to determine the effectiveness of the Agreement and to make recommendations for future enhancements that may benefit children known to the department.

### **ARTICLE 3 – GENERAL CONDITIONS**

**3.01 No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

**3.02 No Third Party Beneficiaries.** 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 intends 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 an agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**3.03 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, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**3.04 Records.** Each Party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each Party shall be responsible for compliance with any public documents request served upon it pursuant to section 119.07, Florida Statutes, and any resultant award of attorney's fees of non-compliance with that law. Each Party shall comply with confidentiality requirements pursuant to federal and state law including, but not limited to Chapter 39, regarding child abuse records, as well as applicable sections of the Health Insurance Portability and Accountability Act (HIPAA) and The Family Education Rights and Privacy Act (FERPA).

**3.05 Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the Parties agree that there are no

commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**3.06 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each Party hereto.

**3.07 Preparation of Agreement.** 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. The language agreed to herein expresses their mutual intent 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.

**3.08 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.

**3.09 Compliance with Laws.** 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.

**3.10 Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida and federal law. Any controversy or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state court of the 2<sup>nd</sup> Judicial Circuit , Leon County, of Florida.

**3.11 Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**3.12 Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any Party without the prior written consent of the other Parties.

**3.13 Force Majeure.** None of the Parties shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, tornado, 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



Tallahassee, Florida 32399-0400

To DCF:

Lucy D. Hadi, Secretary

Department of Children and Families

1317 Winewood Blvd.

Tallahassee, Florida 32399-0700

With a Copy to:

Greg Keller, Deputy Secretary for Operations and  
Technology

Department of Children and Families

1317 Winewood Blvd.

Tallahassee, Florida 32399-0700

To AWI:

Susan Pareigis, Director

Agency for Workforce Innovation

107 E. Madison Street,

Tallahassee, Florida 32399-4134

With a Copy to:

Barbara K. Griffin, Assistant Director

Agency for Workforce Innovation

107 E. Madison Street

Tallahassee, Florida 32399-4134

3.16 **Captions.** The captions, section numbers, article numbers, title and headings 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.

3.17 **Authority.** Each person signing this Agreement on behalf of each 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.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed.

**Florida Department of Education**

  
\_\_\_\_\_  
Commissioner of Education

7/11/05  
\_\_\_\_\_  
Date

**Florida Department of Children and Families**

  
\_\_\_\_\_  
Secretary of Children and Families

7/1/05  
\_\_\_\_\_  
Date

**Florida Agency for Workforce Innovation**

  
\_\_\_\_\_  
Director for Workforce Innovation

7/1/05  
\_\_\_\_\_  
Date

The 2004 Florida Statutes

K-20 EDUCATION CODE Chapter 1003  
PUBLIC K-12 EDUCATION

**1003.01 Definitions.**--As used in this chapter, the term:

(1) "District school board" means the members who are elected by the voters of a school district created and existing pursuant to s. 4, Art. IX of the State Constitution to operate and control public K-12 education within the school district.

(2) "School" means an organization of students for instructional purposes on an elementary, middle or junior high school, secondary or high school, or other public school level authorized under rules of the State Board of Education.

(3)(a) "Exceptional student" means any student who has been determined eligible for a special program in accordance with rules of the State Board of Education. The term includes students who are gifted and students with disabilities who are mentally handicapped, speech and language impaired, deaf or hard of hearing, visually impaired, dual sensory impaired, physically impaired, emotionally handicapped, specific learning disabled, hospital and homebound, autistic, developmentally delayed children, ages birth through 5 years, or children, ages birth through 2 years, with established conditions that are identified in State Board of Education rules pursuant to s. 1003.21(1)(e).

(b) "Special education services" means specially designed instruction and such related services as are necessary for an exceptional student to benefit from education. Such services may include: transportation; diagnostic and evaluation services; social services; physical and occupational therapy; job placement; orientation and mobility training; braillists, typists, and readers for the blind; interpreters and auditory amplification; rehabilitation counseling; transition services; mental health services; guidance and career counseling; specified materials, assistive technology devices, and other specialized equipment; and other such services as approved by rules of the state board.

(4) "Career education" means education that provides instruction for the following purposes:

(a) At the elementary, middle, and secondary school levels, exploratory courses designed to give students initial exposure to a broad range of occupations to assist them in preparing their academic and occupational plans, and practical arts courses that provide generic skills that may apply to many occupations but are not designed to prepare students for entry into a specific occupation. Career education provided before high school completion must be designed to enhance both occupational and academic skills through integration with academic instruction.

(b) At the secondary school level, job-preparatory instruction in the competencies that prepare students for effective entry into an occupation, including diversified cooperative education, work experience, and job-entry programs that coordinate directed study and on-the-job training.

(c) At the postsecondary education level, courses of study that provide competencies needed for entry into specific occupations or for advancement within an occupation.

(5)(a) "Suspension," also referred to as out-of-school suspension, means the temporary removal of a student from all classes of instruction on public school grounds and all other school-sponsored activities, except as authorized by the principal or the principal's designee, for a period not to exceed 10 school days and remanding of the student to the custody of the student's parent with specific homework assignments for the student to complete.

(b) "In-school suspension" means the temporary removal of a student from the student's regular school program and placement in an alternative program, such as that provided in s. 1003.53, under the supervision of district school board personnel, for a period not to exceed 10 school days.

(6) "Expulsion" means the removal of the right and obligation of a student to attend a public school under conditions set by the district school board, and for a period of time not to exceed the remainder of the term or school year and 1 additional year of attendance. Expulsions may be imposed with or without continuing educational services and shall be reported accordingly.

(7) "Corporal punishment" means the moderate use of physical force or physical contact by a teacher or principal as may be necessary to maintain discipline or to enforce school rule. However, the term "corporal punishment" does not include the use of such reasonable force by a teacher or principal as may be necessary for self-protection or to protect other students from disruptive students.

(8) "Habitual truant" means a student who has 15 unexcused absences within 90 calendar days with or without the knowledge or consent of the student's parent, is subject to compulsory school attendance under s. 1003.21(1) and (2)(a), and is not exempt under s. 1003.21(3) or s. 1003.24, or by meeting the criteria for any other exemption specified by law or rules of the State Board of Education. Such a student must have been the subject of the activities specified in ss. 1003.26 and 1003.27(3), without resultant successful remediation of the truancy problem before being dealt with as a child in need of services according to the provisions of chapter 984.

(9) "Dropout" means a student who meets any one or more of the following criteria:

(a) The student has voluntarily removed himself or herself from the school system before graduation for reasons that include, but are not limited to, marriage, or the student has withdrawn from school because he or she has failed the statewide student assessment test and thereby does not receive any of the certificates of completion;

(b) The student has not met the relevant attendance requirements of the school district pursuant to State Board of Education rules, or the student was expected to attend a school but did not enter as expected for unknown reasons, or the student's whereabouts are unknown;

(c) The student has withdrawn from school, but has not transferred to another public or private school or enrolled in any career, adult, home education, or alternative educational program;

(d) The student has withdrawn from school due to hardship, unless such withdrawal has been granted under the provisions of s. 322.091, court action, expulsion, medical reasons, or pregnancy; or

(e) The student is not eligible to attend school because of reaching the maximum age for an exceptional student program in accordance with the district's policy. The State Board of Education may adopt rules to implement the provisions of this subsection.

(10) "Alternative measures for students with special needs" or "special programs" means measures designed to meet the special needs of a student that cannot be met by regular school curricula.

(11)(a) "Juvenile justice education programs or schools" means programs or schools operating for the purpose of providing educational services to youth in Department of Juvenile Justice programs, for a school year comprised of 250 days of instruction distributed over 12 months. At the request of the provider, a district school board may decrease the minimum number of days of instruction by up to 10 days for teacher planning for residential programs and up to 20 days for teacher planning for nonresidential programs, subject to the approval of the Department of Juvenile Justice and the Department of Education.

(b) "Juvenile justice provider" means the Department of Juvenile Justice or a private, public, or other governmental organization under contract with the Department of Juvenile Justice that provides treatment, care and custody, or educational programs for youth in juvenile justice intervention, detention, or commitment programs.

(12) "Homeless child" means:

(a) One who lacks a fixed, regular nighttime residence;

(b) One who has a primary nighttime residence that is:

1. A supervised publicly or privately operated shelter designed to provide temporary living accommodations, including welfare hotels, congregate shelters, and transitional housing for the mentally ill;

2. An institution that provides a temporary residence for individuals intended to be institutionalized; or

3. A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or

(c) One who temporarily resides with an adult other than his or her parent because the parent is suffering financial hardship.

A child who is imprisoned, detained, or in the custody of the state pursuant to a state or federal law is not a homeless child.

(13) "Regular school attendance" means the actual attendance of a student during the school day as defined by law and rules of the State Board of Education. Regular attendance within the intent of s. 1003.21 may be achieved by attendance in:

(a) A public school supported by public funds;

(b) A parochial, religious, or denominational school;

(c) A private school supported in whole or in part by tuition charges or by endowments or gifts;

(d) A home education program that meets the requirements of chapter 1002; or

(e) A private tutoring program that meets the requirements of chapter 1002.

(14) "Core-curricula courses" means courses defined by the Department of Education as mathematics, language arts/reading, science, social studies, foreign language, English for Speakers of Other Languages, exceptional student education, and courses taught in traditional self-contained elementary school classrooms. The term is limited in meaning and used for the sole purpose of designating classes that are subject to the maximum class size requirements established in s. 1, Art. IX of the State Constitution.

(15) "Extracurricular courses" means all courses that are not defined as "core-curricula courses," which may include, but are not limited to, physical education, fine arts, performing fine arts, and career education. The term is limited in meaning and used for the sole purpose of designating classes that are not subject to the maximum class size requirements established in s. 1, Art. IX of the State Constitution.

**History.**--s. 111, ch. 2002-387; s. 1, ch. 2003-391; s. 81, ch. 2004-357.

**1003.53 Dropout prevention and academic intervention.--**

(1)(a) Dropout prevention and academic intervention programs may differ from traditional educational programs and schools in scheduling, administrative structure, philosophy, curriculum, or setting and shall employ alternative teaching methodologies, curricula, learning activities, and diagnostic and assessment procedures in order to meet the needs, interests, abilities, and talents of eligible students. The educational program shall provide curricula, character development and law education, and related services that support the program goals and lead to improved performance in the areas of academic achievement, attendance, and discipline. Student participation in such programs shall be voluntary. District school boards may, however, assign students to a program for disruptive students. Notwithstanding any other provision of law to the contrary, no student shall be identified as being eligible to receive services funded through the dropout prevention and academic intervention program based solely on the student being from a single-parent family.

(b) Students in grades 1-12 shall be eligible for dropout prevention and academic intervention programs. Eligible students shall be reported in the appropriate basic cost factor in the Florida Education Finance Program. The strategies and supports provided to eligible students shall be funded through the General Appropriations Act and may include, but are not limited to, those services identified on the student's academic intervention plan.

(c) A student shall be identified as being eligible to receive services funded through the dropout prevention and academic intervention program based upon one of the following criteria:

1. The student is academically unsuccessful as evidenced by low test scores, retention, failing grades, low grade point average, falling behind in earning credits, or not meeting the state or district proficiency levels in reading, mathematics, or writing.

2. The student has a pattern of excessive absenteeism or has been identified as a habitual truant.

3. The student has a history of disruptive behavior in school or has committed an offense that warrants out-of-school suspension or expulsion from school according to the district school board's code of student conduct. For the purposes of this program, "disruptive behavior" is behavior that:

- a. Interferes with the student's own learning or the educational process of others and requires attention and assistance beyond that which the traditional program can provide or results in frequent conflicts of a disruptive nature while the student is under the jurisdiction of the school either in or out of the classroom; or

b. Severely threatens the general welfare of students or others with whom the student comes into contact.

(d)1. "Second chance schools" means district school board programs provided through cooperative agreements between the Department of Juvenile Justice, private providers, state or local law enforcement agencies, or other state agencies for students who have been disruptive or violent or who have committed serious offenses. As partnership programs, second chance schools are eligible for waivers by the Commissioner of Education from State Board of Education rules that prevent the provision of appropriate educational services to violent, severely disruptive, or delinquent students in small nontraditional settings or in court-adjudicated settings.

2. District school boards seeking to enter into a partnership with a private entity or public entity to operate a second chance school for disruptive students may apply to the Department of Education for startup grants. These grants must be available for 1 year and must be used to offset the startup costs for implementing such programs off public school campuses. General operating funds must be generated through the appropriate programs of the Florida Education Finance Program. Grants approved under this program shall be for the full operation of the school by a private nonprofit or for-profit provider or the public entity. This program must operate under rules adopted by the State Board of Education and be implemented to the extent funded by the Legislature.

3. A student enrolled in a sixth, seventh, eighth, ninth, or tenth grade class may be assigned to a second chance school if the student meets the following criteria:

a. The student is a habitual truant as defined in s. 1003.01.

b. The student's excessive absences have detrimentally affected the student's academic progress and the student may have unique needs that a traditional school setting may not meet.

c. The student's high incidences of truancy have been directly linked to a lack of motivation.

d. The student has been identified as at risk of dropping out of school.

4. A student who is habitually truant may be assigned to a second chance school only if the case staffing committee, established pursuant to s. 984.12, determines that such placement could be beneficial to the student and the criteria included in subparagraph 3. are met.

5. A student may be assigned to a second chance school if the district school board in which the student resides has a second chance school and if the student meets one of the following criteria:

a. The student habitually exhibits disruptive behavior in violation of the code of student conduct adopted by the district school board.

b. The student interferes with the student's own learning or the educational process of others and requires attention and assistance beyond that which the traditional program can provide, or, while the student is under the jurisdiction of the school either in or out of the classroom, frequent conflicts of a disruptive nature occur.

c. The student has committed a serious offense which warrants suspension or expulsion from school according to the district school board's code of student conduct. For the purposes of this program, "serious offense" is behavior which:

(I) Threatens the general welfare of students or others with whom the student comes into contact;

(II) Includes violence;

(III) Includes possession of weapons or drugs; or

(IV) Is harassment or verbal abuse of school personnel or other students.

6. Prior to assignment of students to second chance schools, district school boards are encouraged to use alternative programs, such as in-school suspension, which provide instruction and counseling leading to improved student behavior, a reduction in the incidence of truancy, and the development of more effective interpersonal skills.

7. Students assigned to second chance schools must be evaluated by the district school board's child study team before placement in a second chance school. The study team shall ensure that students are not eligible for placement in a program for emotionally disturbed children.

8. Students who exhibit academic and social progress and who wish to return to a traditional school shall complete a character development and law education program and demonstrate preparedness to reenter the regular school setting prior to reentering a traditional school.

(2)(a) Each district school board may establish dropout prevention and academic intervention programs at the elementary, middle, junior high school, or high school level. Programs designed to eliminate patterns of excessive absenteeism or habitual truancy shall emphasize academic performance and may provide specific instruction in the areas of career education, preemployment training, and behavioral management. Such programs shall utilize instructional teaching methods appropriate to the specific needs of the student.

(b) Each school that establishes a dropout prevention and academic intervention program at that school site shall reflect that program in the school improvement plan as required under s. 1001.42(16).

(3) Each district school board receiving state funding for dropout prevention and academic intervention programs through the General Appropriations Act shall submit information through an annual report to the Department of Education's database documenting the extent to which each of the district's dropout prevention and academic intervention programs has been successful in the areas of graduation rate, dropout rate, attendance rate, and retention/promotion rate. The department shall compile this information into an annual report which shall be submitted to the presiding officers of the Legislature by February 15.

(4) Each district school board shall establish procedures for ensuring that teachers assigned to dropout prevention and academic intervention programs possess the affective, pedagogical, and content-related skills necessary to meet the needs of these students.

(5) Each district school board providing a dropout prevention and academic intervention program pursuant to this section shall maintain for each participating student records documenting the student's eligibility, the length of participation, the type of program to which the student was assigned or the type of academic intervention services provided, and an evaluation of the student's academic and behavioral performance while in the program. The school principal or his or her designee shall, prior to placement in a dropout prevention and academic intervention program or the provision of an academic service, provide written notice of placement or services by certified mail, return receipt requested, to the student's parent. The parent of the student shall sign an acknowledgment of the notice of placement or service and return the signed acknowledgment to the principal within 3 days after receipt of the notice. The parents of a student assigned to such a dropout prevention and academic intervention program shall be notified in writing and entitled to an administrative review of any action by school personnel relating to such placement pursuant to the provisions of chapter 120.

(6) District school board dropout prevention and academic intervention programs shall be coordinated with social service, law enforcement, prosecutorial, and juvenile justice agencies and juvenile assessment centers in the school district. Notwithstanding the provisions of s. 1002.22, these agencies are authorized to exchange information contained in student records and juvenile justice records. Such information is confidential and exempt from the provisions of s. 119.07(1). District school boards and other agencies receiving such information shall use the information only for official purposes connected with the certification of students for admission to and for the administration of the dropout prevention and academic intervention program, and shall maintain the confidentiality of such information unless otherwise provided by law or rule.

(7) The State Board of Education shall have the authority pursuant to ss. 120.536(1) and 120.54 to adopt rules necessary to implement the provisions of this section; such rules shall require the minimum amount of necessary paperwork and reporting.

**History.**--s. 147, ch. 2002-387.

JUDICIAL BRANCH      Chapter 39  
PROCEEDINGS RELATING TO CHILDREN

**39.0016 Education of abused, neglected, and abandoned children.--**

(1) As used in this section, the term:

(a) "Children known to the department" means children who are found to be dependent or children in shelter care.

(b) "Department" means the Department of Children and Family Services or a community-based care lead agency acting on behalf of the Department of Children and Family Services, as appropriate.

(2) The provisions of this section establish goals and not rights. This section does not require the delivery of any particular service or level of service in excess of existing appropriations. A person may not maintain a cause of action against the state or any of its subdivisions, agencies, contractors, subcontractors, or agents based upon this section becoming law or failure by the Legislature to provide adequate funding for the achievement of these goals. This section does not require the expenditure of funds to meet the goals established in this section except funds specifically appropriated for such purpose.

(3) The department shall enter into an agreement with the Department of Education regarding the education and related care of children known to the department. Such agreement shall be designed to provide educational access to children known to the department for the purpose of facilitating the delivery of services or programs to children known to the department. The agreement shall avoid duplication of services or programs and shall provide for combining resources to maximize the availability or delivery of services or programs.

(4) The department shall enter into agreements with district school boards or other local educational entities regarding education and related services for children known to the department who are of school age and children known to the department who are younger than school age but who would otherwise qualify for services from the district school board. Such agreements shall include, but are not limited to:

(a) A requirement that the department shall:

1. Enroll children known to the department in school. The agreement shall provide for continuing the enrollment of a child known to the department at the same school, if possible, with the goal of avoiding disruption of education.

2. Notify the school and school district in which a child known to the department is enrolled of the name and phone number of the child known to the department caregiver and caseworker for child safety purposes.

3. Establish a protocol for the department to share information about a child known to the department with the school district, consistent with the Family Educational Rights and Privacy Act, since the sharing of information will assist each agency in obtaining education and related services for the benefit of the child.

4. Notify the school district of the department's case planning for a child known to the department, both at the time of plan development and plan review. Within the plan development or review process, the school district may provide information regarding the child known to the department if the school district deems it desirable and appropriate.

(b) A requirement that the district school board shall:

1. Provide the department with a general listing of the services and information available from the district school board, including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through the Department of Education or local school districts to facilitate educational access for a child known to the department.

2. Identify all educational and other services provided by the school and school district which the school district believes are reasonably necessary to meet the educational needs of a child known to the department.

3. Determine whether transportation is available for a child known to the department when such transportation will avoid a change in school assignment due to a change in residential placement. Recognizing that continued enrollment in the same school throughout the time the child known to the department is in out-of-home care is preferable unless enrollment in the same school would be unsafe or otherwise impractical, the department, the district school board, and the Department of Education shall assess the availability of federal, charitable, or grant funding for such transportation.

4. Provide individualized student intervention or an individual educational plan when a determination has been made through legally appropriate criteria that intervention services are required. The intervention or individual educational plan must include strategies to enable the child known to the department to maximize the attainment of educational goals.

(c) A requirement that the department and the district school board shall cooperate in accessing the services and supports needed for a child known to the department who has or is suspected of having a disability to receive an appropriate education consistent with the Individuals with Disabilities Education Act and state implementing laws, rules,

and assurances. Coordination of services for a child known to the department who has or is suspected of having a disability may include:

1. Referral for screening.
  2. Sharing of evaluations between the school district and the department where appropriate.
  3. Provision of education and related services appropriate for the needs and abilities of the child known to the department.
  4. Coordination of services and plans between the school and the residential setting to avoid duplication or conflicting service plans.
  5. Appointment of a surrogate parent, consistent with the Individuals with Disabilities Education Act, for educational purposes for a child known to the department who qualifies as soon as the child is determined to be dependent and without a parent to act for the child. The surrogate parent shall be appointed by the school district without regard to where the child known to the department is placed so that one surrogate parent can follow the education of the child known to the department during his or her entire time in state custody.
  6. For each child known to the department 14 years of age and older, transition planning by the department and all providers, including the department's independent living program staff, to meet the requirements of the local school district for educational purposes.
- (5) The department shall incorporate an education component into all training programs of the department regarding children known to the department. Such training shall be coordinated with the Department of Education and the local school districts. The department shall offer opportunities for education personnel to participate in such training. Such coordination shall include, but not be limited to, notice of training sessions, opportunities to purchase training materials, proposals to avoid duplication of services by offering joint training, and incorporation of materials available from the Department of Education and local school districts into the department training when appropriate. The department training components shall include:
- (a) Training for surrogate parents to include how an ability to learn of a child known to the department is affected by abuse, abandonment, neglect, and removal from the home.
  - (b) Training for parents in cases in which reunification is the goal, or for preadoptive parents when adoption is the goal, so that such parents learn how to access the services the child known to the department needs and the importance of their involvement in the education of the child known to the department.

(c) Training for caseworkers and foster parents to include information on the right of the child known to the department to an education, the role of an education in the development and adjustment of a child known to the department, the proper ways to access education and related services for the child known to the department, and the importance and strategies for parental involvement in education for the success of the child known to the department.

(d) Training of caseworkers regarding the services and information available through the Department of Education and local school districts, including, but not limited to, the current Sunshine State Standards, the Surrogate Parent Training Manual, and other resources accessible through the Department of Education or local school districts to facilitate educational access for a child known to the department.

**History.**--s. 3, ch. 2004-356.

The 2004 Florida Statutes

LABOR      Chapter 445  
WORKFORCE INNOVATION

**445.004 Workforce Florida, Inc.; creation; purpose; membership; duties and powers.--**

(1) There is created a not-for-profit corporation, to be known as "Workforce Florida, Inc.," which shall be registered, incorporated, organized, and operated in compliance with chapter 617, and which shall not be a unit or entity of state government. Workforce Florida, Inc., shall be administratively housed within the Agency for Workforce Innovation; however, Workforce Florida, Inc., shall not be subject to control, supervision, or direction by the Agency for Workforce Innovation in any manner. The Legislature determines, however, that public policy dictates that Workforce Florida, Inc., operate in the most open and accessible manner consistent with its public purpose. To this end, the Legislature specifically declares that Workforce Florida, Inc., its board, councils, and any advisory committees or similar groups created by Workforce Florida, Inc., are subject to the provisions of chapter 119 relating to public records, and those provisions of chapter 286 relating to public meetings.

(2) Workforce Florida, Inc., is the principal workforce policy organization for the state. The purpose of Workforce Florida, Inc., is to design and implement strategies that help Floridians enter, remain in, and advance in the workplace, becoming more highly skilled and successful, benefiting these Floridians, Florida businesses, and the entire state, and to assist in developing the state's business climate.

(3)(a) Workforce Florida, Inc., shall be governed by a board of directors, the number of directors to be determined by the Governor, whose membership and appointment must be consistent with Pub. L. No. 105-220, Title I, s. 111(b), and contain one member representing the licensed nonpublic postsecondary educational institutions authorized as individual training account providers, one member from the staffing service industry,

at least one member who is a current or former recipient of welfare transition services as defined in s. 445.002(3) or workforce services as provided in s. 445.009(1), and five representatives of organized labor who shall be appointed by the Governor.

Notwithstanding s. 114.05(1)(f), the Governor may appoint remaining members to Workforce Florida, Inc., from the current Workforce Development Board and the WAGES Program State Board of Directors, established pursuant to chapter 96-175, Laws of Florida, to serve on the reconstituted board. By July 1, 2000, the Workforce Development Board will provide to the Governor a transition plan to incorporate the changes required by this act and Pub. L. No. 105-220, specifying the manner of changes to the board. This plan shall govern the transition, unless otherwise notified by the Governor. The importance of minority, gender, and geographic representation shall be considered when making appointments to the board.

(b) The board of directors of Workforce Florida, Inc., shall be chaired by a board member designated by the Governor pursuant to Pub. L. No. 105-220.

(c) Members appointed by the Governor must be appointed for 2-year terms. Private sector representatives of businesses, appointed by the Governor pursuant to Pub. L. No. 105-220, shall constitute a majority of the membership of the board. Private sector representatives shall be appointed from nominations received by the Governor from any member of the Legislature. A member of the Legislature may submit more than one board nomination to the Governor through his or her respective presiding officer. Private sector appointments to the board shall be representative of the business community of this state, and no less than one-half of the appointments to the board must be representative of small businesses. Members appointed by the Governor serve at the pleasure of the Governor and are eligible for reappointment.

(d) The Governor shall appoint members to the board of directors of Workforce Florida, Inc., within 30 days after the receipt of a sufficient number of nominations.

(e) A member of the board of directors of Workforce Florida, Inc., may be removed by the Governor for cause. Absence from three consecutive meetings results in automatic removal. The chair of Workforce Florida, Inc., shall notify the Governor of such absences.

(f) Representatives of businesses appointed to the board of directors may not include providers of workforce services.

(4)(a) The president of Workforce Florida, Inc., shall be hired by the board of directors of Workforce Florida, Inc., and shall serve at the pleasure of the Governor in the capacity of an executive director and secretary of Workforce Florida, Inc.

(b) The board of directors of Workforce Florida, Inc., shall meet at least quarterly and at other times upon call of its chair.

(c) A majority of the total current membership of the board of directors of Workforce Florida, Inc., comprises a quorum of the board.

(d) A majority of those voting is required to organize and conduct the business of the board, except that a majority of the entire board of directors is required to adopt or amend the operational plan.

(e) Except as delegated or authorized by the board of directors of Workforce Florida, Inc., individual members have no authority to control or direct the operations of Workforce Florida, Inc., or the actions of its officers and employees, including the president.

(f) Members of the board of directors of Workforce Florida, Inc., and its committees shall serve without compensation, but these members, the president, and all employees of Workforce Florida, Inc., may be reimbursed for all reasonable, necessary, and actual expenses pursuant to s. 112.061.

(g) The board of directors of Workforce Florida, Inc., may establish an executive committee consisting of the chair and at least six additional board members selected by the board of directors, one of whom must be a representative of organized labor. The executive committee and the president shall have such authority as the board delegates to it, except that the board of directors may not delegate to the executive committee authority to take action that requires approval by a majority of the entire board of directors.

(h) The chair may appoint committees to fulfill its responsibilities, to comply with federal requirements, or to obtain technical assistance, and must incorporate members of regional workforce development boards into its structure. At a minimum, the chair shall establish the following standing councils: the First Jobs/First Wages Council, the Better Jobs/Better Wages Council, and the High Skills/High Wages Council. For purposes of Pub. L. No. 105-220, the First Jobs/First Wages Council shall serve as the state's youth council.

(i) Each member of the board of directors who is not otherwise required to file a financial disclosure pursuant to s. 8, Art. II of the State Constitution or s. 112.3144 must file disclosure of financial interests pursuant to s. 112.3145.

(5) Workforce Florida, Inc., shall have all the powers and authority, not explicitly prohibited by statute, necessary or convenient to carry out and effectuate the purposes as determined by statute, Pub. L. No. 105-220, and the Governor, as well as its functions, duties, and responsibilities, including, but not limited to, the following:

(a) Serving as the state's Workforce Investment Board pursuant to Pub. L. No. 105-220. Unless otherwise required by federal law, at least 90 percent of the workforce development funding must go into direct customer service costs.

(b) Providing oversight and policy direction to ensure that the following programs are administered by the Agency for Workforce Innovation in compliance with approved plans and under contract with Workforce Florida, Inc.:

1. Programs authorized under Title I of the Workforce Investment Act of 1998, Pub. L. No. 105-220, with the exception of programs funded directly by the United States Department of Labor under Title I, s. 167.
2. Programs authorized under the Wagner-Peyser Act of 1933, as amended, 29 U.S.C. ss. 49 et seq.
3. Welfare-to-work grants administered by the United States Department of Labor under Title IV, s. 403, of the Social Security Act, as amended.
4. Activities authorized under Title II of the Trade Act of 1974, as amended, 2 U.S.C. ss. 2271 et seq., and the Trade Adjustment Assistance Program.
5. Activities authorized under 38 U.S.C., chapter 41, including job counseling, training, and placement for veterans.
6. Employment and training activities carried out under the Community Services Block Grant Act, 42 U.S.C. ss. 9901 et seq.
7. Employment and training activities carried out under funds awarded to this state by the United States Department of Housing and Urban Development.
8. Welfare transition services funded by the Temporary Assistance for Needy Families Program, created under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, Pub. L. No. 104-193, and Title IV, s. 403, of the Social Security Act, as amended.
9. Displaced homemaker programs, provided under s. 446.50.
10. The Florida Bonding Program, provided under Pub. L. No. 97-300, s. 164(a)(1).
11. The Food Stamp Employment and Training Program, provided under the Food Stamp Act of 1977, U.S.C. ss. 2011-2032; the Food Security Act of 1988, Pub. L. No. 99-198; and the Hunger Prevention Act, Pub. L. No. 100-435.
12. The Quick-Response Training Program, provided under ss. 288.046-288.047. Matching funds and in-kind contributions that are provided by clients of the Quick-Response Training Program shall count toward the requirements of s. 288.90151(5)(d), pertaining to the return on investment from activities of Enterprise Florida, Inc.
13. The Work Opportunity Tax Credit, provided under the Tax and Trade Relief Extension Act of 1998, Pub. L. No. 105-277, and the Taxpayer Relief Act of 1997, Pub. L. No. 105-34.
14. Offender placement services, provided under ss. 944.707-944.708.

15. Programs authorized under the National and Community Service Act of 1990, 42 U.S.C. ss. 12501 et seq., and the Service-America programs, the National Service Trust programs, the Civilian Community Corps, the Corporation for National and Community Service, the American Conservation and Youth Service Corps, and the Points of Light Foundation programs, if such programs are awarded to the state.

(c) Contracting with public and private entities as necessary to further the directives of this section. All contracts executed by Workforce Florida, Inc., must include specific performance expectations and deliverables.

(d) Notifying the Governor, the President of the Senate, and the Speaker of the House of Representatives of noncompliance by the Agency for Workforce Innovation or other agencies or obstruction of the board's efforts by such agencies. Upon such notification, the Executive Office of the Governor shall assist agencies to bring them into compliance with board objectives.

(e) Ensuring that the state does not waste valuable training resources. Thus, the board shall direct that all resources, including equipment purchased for training Workforce Investment Act clients, be available for use at all times by eligible populations as first priority users. At times when eligible populations are not available, such resources shall be used for any other state authorized education and training purpose.

(f) Archiving records with the Bureau of Archives and Records Management of the Division of Library and Information Services of the Department of State.

(6) Workforce Florida, Inc., may take action that it deems necessary to achieve the purposes of this section, including, but not limited to:

(a) Creating a state employment, education, and training policy that ensures that programs to prepare workers are responsive to present and future business and industry needs and complement the initiatives of Enterprise Florida, Inc.

(b) Establishing policy direction for a funding system that provides incentives to improve the outcomes of career education programs, and of registered apprenticeship and work-based learning programs, and that focuses resources on occupations related to new or emerging industries that add greatly to the value of the state's economy.

(c) Establishing a comprehensive policy related to the education and training of target populations such as those who have disabilities, are economically disadvantaged, receive public assistance, are not proficient in English, or are dislocated workers. This approach should ensure the effective use of federal, state, local, and private resources in reducing the need for public assistance.

(d) Designating Institutes of Applied Technology composed of public and private postsecondary institutions working together with business and industry to ensure that career education programs use the most advanced technology and instructional methods available and respond to the changing needs of business and industry.

(e) Providing policy direction for a system to project and evaluate labor market supply and demand using the results of the Workforce Estimating Conference created in s. 216.136 and the career education performance standards identified under s. 1008.43.

(f) Reviewing the performance of public programs that are responsible for economic development, education, employment, and training. The review must include an analysis of the return on investment of these programs.

(g) Expanding the occupations identified by the Workforce Estimating Conference to meet needs created by local emergencies or plant closings or to capture occupations within emerging industries.

(7) By December 1 of each year, Workforce Florida, Inc., shall submit to the Governor, the President of the Senate, the Speaker of the House of Representatives, the Senate Minority Leader, and the House Minority Leader a complete and detailed annual report setting forth:

(a) All audits, including the audit in subsection (8), if conducted.

(b) The operations and accomplishments of the partnership including the programs or entities listed in subsection (6).

(8) The Auditor General may, pursuant to his or her own authority or at the direction of the Legislative Auditing Committee, conduct an audit of Workforce Florida, Inc., or the programs or entities created by Workforce Florida, Inc. The Office of Program Policy Analysis and Government Accountability, pursuant to its authority or at the direction of the Legislative Auditing Committee, may review the systems and controls related to performance outcomes and quality of services of Workforce Florida, Inc.

(9) Workforce Florida, Inc., in collaboration with the regional workforce boards and appropriate state agencies and local public and private service providers, and in consultation with the Office of Program Policy Analysis and Government Accountability, shall establish uniform measures and standards to gauge the performance of the workforce development strategy. These measures and standards must be organized into three outcome tiers.

(a) The first tier of measures must be organized to provide benchmarks for systemwide outcomes. Workforce Florida, Inc., must, in collaboration with the Office of Program Policy Analysis and Government Accountability, establish goals for the tier-one outcomes. Systemwide outcomes may include employment in occupations demonstrating continued growth in wages; continued employment after 3, 6, 12, and 24 months; reduction in and elimination of public assistance reliance; job placement; employer satisfaction; and positive return on investment of public resources.

(b) The second tier of measures must be organized to provide a set of benchmark outcomes for the initiatives of the First Jobs/First Wages Council, the Better Jobs/Better

Wages Council, and the High Skills/High Wages Council and for each of the strategic components of the workforce development strategy. Cost per entered employment, earnings at placement, retention in employment, job placement, and entered employment rate must be included among the performance outcome measures.

(c) The third tier of measures must be the operational output measures to be used by the agency implementing programs, and it may be specific to federal requirements. The tier-three measures must be developed by the agencies implementing programs, and Workforce Florida, Inc., may be consulted in this effort. Such measures must be reported to Workforce Florida, Inc., by the appropriate implementing agency.

(d) Regional differences must be reflected in the establishment of performance goals and may include job availability, unemployment rates, average worker wage, and available employable population.

(e) Job placement must be reported pursuant to s. 1008.39. Positive outcomes for providers of education and training must be consistent with ss. 1008.42 and 1008.43.

(f) The uniform measures of success that are adopted by Workforce Florida, Inc., or the regional workforce boards must be developed in a manner that provides for an equitable comparison of the relative success or failure of any service provider in terms of positive outcomes.

(g) By December 1 of each year, Workforce Florida, Inc., shall provide the Legislature with a report detailing the performance of Florida's workforce development system, as reflected in the three-tier measurement system. Additionally, this report must benchmark Florida outcomes, at all tiers, against other states that collect data similarly.

(10) The workforce development strategy for the state shall be designed by Workforce Florida, Inc., and shall be centered around the strategies of First Jobs/First Wages, Better Jobs/Better Wages, and High Skills/High Wages.

(a) First Jobs/First Wages is the state's strategy to promote successful entry into the workforce through education and workplace experience that lead to self-sufficiency and career advancement. The components of the strategy include efforts that enlist business, education, and community support for students to achieve long-term career goals, ensuring that young people have the academic and occupational skills required to succeed in the workplace. A minimum of 15 percent of all Workforce Investment Act youth services funds shall be expended for after-school care programs, through contracts with qualified community-based organizations and faith-based organizations, on an equal basis with other private organizations, to provide after-school care programs to eligible children 14 through 18 years of age. These programs shall include academic tutoring, mentoring, and other appropriate services. Similar services may be provided for eligible children 6 through 13 years of age using Temporary Assistance for Needy Families funds. Funds expended under this paragraph may not be used for religious or sectarian purposes. To provide after-school care programs under this paragraph, a community-based organization or a faith-based organization must be a

nonprofit organization that holds a current exemption from federal taxation under s. 501(c)(3) or (4) of the Internal Revenue Code or must be a religious organization that is not required to apply for recognition of its exemption from federal taxation under s. 501(c)(3) of the Internal Revenue Code.

(b) Better Jobs/Better Wages is the state's strategy for assisting employers in upgrading or updating the skills of their employees and for assisting incumbent workers in improving their performance in their current jobs or acquiring the education or training needed to secure a better job with better wages.

(c) High Skills/High Wages is the state's strategy for aligning education and training programs with high-paying, high-demand occupations that advance individuals' careers, build a more skilled workforce, and enhance Florida's efforts to attract and expand job-creating businesses.

(11) The workforce development system shall use a charter-process approach aimed at encouraging local design and control of service delivery and targeted activities. Workforce Florida, Inc., shall be responsible for granting charters to regional workforce boards that have a membership consistent with the requirements of federal and state law and that have developed a plan consistent with the state's workforce development strategy. The plan must specify methods for allocating the resources and programs in a manner that eliminates unwarranted duplication, minimizes administrative costs, meets the existing job market demands and the job market demands resulting from successful economic development activities, ensures access to quality workforce development services for all Floridians, allows for pro rata or partial distribution of benefits and services, prohibits the creation of a waiting list or other indication of an unserved population, serves as many individuals as possible within available resources, and maximizes successful outcomes. As part of the charter process, Workforce Florida, Inc., shall establish incentives for effective coordination of federal and state programs, outline rewards for successful job placements, and institute collaborative approaches among local service providers. Local decisionmaking and control shall be important components for inclusion in this charter application.

**History.**--s. 1, ch. 94-232; s. 875, ch. 95-148; s. 112, ch. 96-320; s. 6, ch. 96-404; s. 42, ch. 97-278; s. 52, ch. 99-8; s. 75, ch. 99-13; s. 53, ch. 99-251; s. 4, ch. 2000-165; s. 3, ch. 2001-66; s. 4, ch. 2001-175; s. 1003, ch. 2002-387; s. 42, ch. 2004-357.

**Note.**--Former s. 288.0475; s. 288.9620; s. 288.9952.