

By Senator Wise

5-1375A-07

See HB

1 A bill to be entitled

2 An act relating to education; amending s.

3 121.091, F.S.; increasing the period of time

4 during which certain charter school

5 instructional personnel may participate in the

6 Florida Retirement System Deferred Retirement

7 Option Program; extending such participation to

8 certain school district prekindergarten

9 instructional personnel; amending s. 1002.33,

10 F.S., relating to charter schools; prohibiting

11 unlawful reprisal against a charter school by

12 the school's sponsor; providing for relief of a

13 charter school; providing duties of a sponsor

14 relating to the charter school application

15 process and review; revising provisions

16 relating to charter school renewal terms;

17 providing for monthly distribution of funds to

18 charter schools; revising charter school

19 facility fee exemptions; providing for

20 availability to charter schools of public

21 school property and facilities; providing a

22 declaration of important state interest;

23 providing an effective date.

24

25 Be It Enacted by the Legislature of the State of Florida:

26

27 Section 1. Paragraphs (a) and (b) of subsection (13)

28 of section 121.091, Florida Statutes, are amended to read:

29 121.091 Benefits payable under the system.--Benefits

30 may not be paid under this section unless the member has

31 terminated employment as provided in s. 121.021(39)(a) or

1 begun participation in the Deferred Retirement Option Program
2 as provided in subsection (13), and a proper application has
3 been filed in the manner prescribed by the department. The
4 department may cancel an application for retirement benefits
5 when the member or beneficiary fails to timely provide the
6 information and documents required by this chapter and the
7 department's rules. The department shall adopt rules
8 establishing procedures for application for retirement
9 benefits and for the cancellation of such application when the
10 required information or documents are not received.

11 (13) DEFERRED RETIREMENT OPTION PROGRAM.--In general,
12 and subject to the provisions of this section, the Deferred
13 Retirement Option Program, hereinafter referred to as the
14 DROP, is a program under which an eligible member of the
15 Florida Retirement System may elect to participate, deferring
16 receipt of retirement benefits while continuing employment
17 with his or her Florida Retirement System employer. The
18 deferred monthly benefits shall accrue in the System Trust
19 Fund on behalf of the participant, plus interest compounded
20 monthly, for the specified period of the DROP participation,
21 as provided in paragraph (c). Upon termination of employment,
22 the participant shall receive the total DROP benefits and
23 begin to receive the previously determined normal retirement
24 benefits. Participation in the DROP does not guarantee
25 employment for the specified period of DROP. Participation in
26 the DROP by an eligible member beyond the initial 60-month
27 period as authorized in this subsection shall be on an annual
28 contractual basis for all participants.

29 (a) Eligibility of member to participate in the
30 DROP.--All active Florida Retirement System members in a
31 regularly established position, and all active members of

1 either the Teachers' Retirement System established in chapter
2 238 or the State and County Officers' and Employees'
3 Retirement System established in chapter 122 which systems are
4 consolidated within the Florida Retirement System under s.
5 121.011, are eligible to elect participation in the DROP
6 provided that:

7 1. The member is not a renewed member of the Florida
8 Retirement System under s. 121.122, or a member of the State
9 Community College System Optional Retirement Program under s.
10 121.051, the Senior Management Service Optional Annuity
11 Program under s. 121.055, or the optional retirement program
12 for the State University System under s. 121.35.

13 2. Except as provided in subparagraph 6., election to
14 participate is made within 12 months immediately following the
15 date on which the member first reaches normal retirement date,
16 or, for a member who reaches normal retirement date based on
17 service before he or she reaches age 62, or age 55 for Special
18 Risk Class members, election to participate may be deferred to
19 the 12 months immediately following the date the member
20 attains 57, or age 52 for Special Risk Class members. For a
21 member who first reached normal retirement date or the
22 deferred eligibility date described above prior to the
23 effective date of this section, election to participate shall
24 be made within 12 months after the effective date of this
25 section. A member who fails to make an election within such
26 12-month limitation period shall forfeit all rights to
27 participate in the DROP. The member shall advise his or her
28 employer and the division in writing of the date on which the
29 DROP shall begin. Such beginning date may be subsequent to the
30 12-month election period, but must be within the 60-month or,
31 with respect to members who are instructional personnel as

1 defined in s. 1012.01(2)(a)-(d) in prekindergarten through
2 grade 12 in the public school system who are funded through
3 the Florida Education Finance Program and employed by a
4 charter school and who have received authorization from the
5 governing board of the charter school to participate in DROP
6 beyond 60 months, or who are instructional personnel employed
7 by the Florida School for the Deaf and the Blind and who have
8 received authorization by the Board of Trustees of the Florida
9 School for the Deaf and the Blind to participate in the DROP
10 beyond 60 months, or who are instructional personnel as
11 defined in s. 1012.01(2)(a)-(d) in prekindergarten through
12 grade 12 in the public school system who are funded through
13 the Florida Education Finance Program ~~grades K-12~~ and who have
14 received authorization by the district school superintendent
15 to participate in the DROP beyond 60 months, the 96-month
16 limitation period as provided in subparagraph (b)1. When
17 establishing eligibility of the member to participate in the
18 DROP for the 60-month or, with respect to members who are
19 instructional personnel as defined in s. 1012.01(2)(a)-(d) in
20 prekindergarten through grade 12 in the public school system
21 who are funded through the Florida Education Finance Program
22 and employed by a charter school and who have received
23 authorization from the governing board of the charter school
24 to participate in DROP beyond 60 months, or who are
25 instructional personnel employed by the Florida School for the
26 Deaf and the Blind and who have received authorization by the
27 Board of Trustees of the Florida School for the Deaf and the
28 Blind to participate in the DROP beyond 60 months, or who are
29 instructional personnel as defined in s. 1012.01(2)(a)-(d) in
30 prekindergarten through grade 12 in the public school system
31 who are funded through the Florida Education Finance Program

1 ~~grades K-12~~ and who have received authorization by the
2 district school superintendent to participate in the DROP
3 beyond 60 months, the 96-month maximum participation period,
4 the member may elect to include or exclude any optional
5 service credit purchased by the member from the total service
6 used to establish the normal retirement date. A member with
7 dual normal retirement dates shall be eligible to elect to
8 participate in DROP within 12 months after attaining normal
9 retirement date in either class.

10 3. The employer of a member electing to participate in
11 the DROP, or employers if dually employed, shall acknowledge
12 in writing to the division the date the member's participation
13 in the DROP begins and the date the member's employment and
14 DROP participation will terminate.

15 4. Simultaneous employment of a participant by
16 additional Florida Retirement System employers subsequent to
17 the commencement of participation in the DROP shall be
18 permissible provided such employers acknowledge in writing a
19 DROP termination date no later than the participant's existing
20 termination date or the 60-month limitation period as provided
21 in subparagraph (b)1.

22 5. A DROP participant may change employers while
23 participating in the DROP, subject to the following:

24 a. A change of employment must take place without a
25 break in service so that the member receives salary for each
26 month of continuous DROP participation. If a member receives
27 no salary during a month, DROP participation shall cease
28 unless the employer verifies a continuation of the employment
29 relationship for such participant pursuant to s.
30 121.021(39)(b).

31

1 b. Such participant and new employer shall notify the
2 division on forms required by the division as to the identity
3 of the new employer.

4 c. The new employer shall acknowledge, in writing, the
5 participant's DROP termination date, which may be extended but
6 not beyond the original 60-month or, with respect to members
7 who are instructional personnel as defined in s.

8 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
9 public school system who are funded through the Florida
10 Education Finance Program and employed by a charter school and
11 who have received authorization from the governing board of
12 the charter school to participate in DROP beyond 60 months, or
13 who are instructional personnel employed by the Florida School
14 for the Deaf and the Blind and who have received authorization
15 by the Board of Trustees of the Florida School for the Deaf
16 and the Blind to participate in the DROP beyond 60 months, or
17 who are instructional personnel as defined in s.

18 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
19 public school system who are funded through the Florida
20 Education Finance Program ~~grades K-12~~ and who have received
21 authorization by the district school superintendent to
22 participate in the DROP beyond 60 months, the 96-month period
23 provided in subparagraph (b)1., shall acknowledge liability
24 for any additional retirement contributions and interest
25 required if the participant fails to timely terminate
26 employment, and shall be subject to the adjustment required in
27 sub-subparagraph (c)5.d.

28 6. Effective July 1, 2001, for instructional personnel
29 as defined in s. 1012.01(2), election to participate in the
30 DROP shall be made at any time following the date on which the
31 member first reaches normal retirement date. The member shall

1 advise his or her employer and the division in writing of the
2 date on which the Deferred Retirement Option Program shall
3 begin. When establishing eligibility of the member to
4 participate in the DROP for the 60-month or, with respect to
5 members who are instructional personnel as defined in s.
6 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
7 public school system who are funded through the Florida
8 Education Finance Program and employed by a charter school and
9 who have received authorization from the governing board of
10 the charter school to participate in DROP beyond 60 months, or
11 who are instructional personnel employed by the Florida School
12 for the Deaf and the Blind and who have received authorization
13 by the Board of Trustees of the Florida School for the Deaf
14 and the Blind to participate in the DROP beyond 60 months, or
15 who are instructional personnel as defined in s.
16 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
17 public school system who are funded through the Florida
18 Education Finance Program ~~grades K-12~~ and who have received
19 authorization by the district school superintendent to
20 participate in the DROP beyond 60 months, the 96-month maximum
21 participation period, as provided in subparagraph (b)1., the
22 member may elect to include or exclude any optional service
23 credit purchased by the member from the total service used to
24 establish the normal retirement date. A member with dual
25 normal retirement dates shall be eligible to elect to
26 participate in either class.

27 (b) Participation in the DROP.--

28 1. An eligible member may elect to participate in the
29 DROP for a period not to exceed a maximum of 60 calendar
30 months or, with respect to members who are instructional
31 personnel as defined in s. 1012.01(2)(a)-(d) in

1 prekindergarten through grade 12 in the public school system
2 who are funded through the Florida Education Finance Program
3 and employed by a charter school and who have received
4 authorization from the governing board of the charter school
5 to participate in DROP beyond 60 months, or who are
6 instructional personnel employed by the Florida School for the
7 Deaf and the Blind and who have received authorization by the
8 Board of Trustees of the Florida School for the Deaf and the
9 Blind to participate in the DROP beyond 60 months, or who are
10 instructional personnel as defined in s. 1012.01(2)(a)-(d) in
11 prekindergarten through grade 12 in the public school system
12 who are funded through the Florida Education Finance Program
13 ~~grades K-12~~ and who have received authorization by the
14 district school superintendent to participate in the DROP
15 beyond 60 calendar months, 96 calendar months immediately
16 following the date on which the member first reaches his or
17 her normal retirement date or the date to which he or she is
18 eligible to defer his or her election to participate as
19 provided in subparagraph (a)2. However, a member who has
20 reached normal retirement date prior to the effective date of
21 the DROP shall be eligible to participate in the DROP for a
22 period of time not to exceed 60 calendar months or, with
23 respect to members who are instructional personnel as defined
24 in s. 1012.01(2)(a)-(d) in prekindergarten through grade 12 in
25 the public school system who are funded through the Florida
26 Education Finance Program and employed by a charter school and
27 who have received authorization from the governing board of
28 the charter school to participate in DROP beyond 60 months, or
29 who are instructional personnel employed by the Florida School
30 for the Deaf and the Blind and who have received authorization
31 by the Board of Trustees of the Florida School for the Deaf

1 and the Blind to participate in the DROP beyond 60 months, or
2 who are instructional personnel as defined in s.
3 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
4 public school system who are funded through the Florida
5 Education Finance Program ~~grades K-12~~ and who have received
6 authorization by the district school superintendent to
7 participate in the DROP beyond 60 calendar months, 96 calendar
8 months immediately following the effective date of the DROP,
9 except a member of the Special Risk Class who has reached
10 normal retirement date prior to the effective date of the DROP
11 and whose total accrued value exceeds 75 percent of average
12 final compensation as of his or her effective date of
13 retirement shall be eligible to participate in the DROP for no
14 more than 36 calendar months immediately following the
15 effective date of the DROP.

16 2. Upon deciding to participate in the DROP, the
17 member shall submit, on forms required by the division:
18 a. A written election to participate in the DROP;
19 b. Selection of the DROP participation and termination
20 dates, which satisfy the limitations stated in paragraph (a)
21 and subparagraph 1. Such termination date shall be in a
22 binding letter of resignation with the employer, establishing
23 a deferred termination date. The member may change the
24 termination date within the limitations of subparagraph 1.,
25 but only with the written approval of his or her employer;
26 c. A properly completed DROP application for service
27 retirement as provided in this section; and
28 d. Any other information required by the division.
29 3. The DROP participant shall be a retiree under the
30 Florida Retirement System for all purposes, except for
31 paragraph (5)(f) and subsection (9) and ss. 112.3173, 112.363,

1 121.053, and 121.122. However, participation in the DROP does
2 not alter the participant's employment status and such
3 employee shall not be deemed retired from employment until his
4 or her deferred resignation is effective and termination
5 occurs as provided in s. 121.021(39).

6 4. Elected officers shall be eligible to participate
7 in the DROP subject to the following:

8 a. An elected officer who reaches normal retirement
9 date during a term of office may defer the election to
10 participate in the DROP until the next succeeding term in that
11 office. Such elected officer who exercises this option may
12 participate in the DROP for up to 60 calendar months or a
13 period of no longer than such succeeding term of office,
14 whichever is less.

15 b. An elected or a nonelected participant may run for
16 a term of office while participating in DROP and, if elected,
17 extend the DROP termination date accordingly, except, however,
18 if such additional term of office exceeds the 60-month
19 limitation established in subparagraph 1., and the officer
20 does not resign from office within such 60-month limitation,
21 the retirement and the participant's DROP shall be null and
22 void as provided in sub-subparagraph (c)5.d.

23 c. An elected officer who is dually employed and
24 elects to participate in DROP shall be required to satisfy the
25 definition of termination within the 60-month or, with respect
26 to members who are instructional personnel as defined in s.
27 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
28 public school system who are funded through the Florida
29 Education Finance Program and employed by a charter school and
30 who have received authorization from the governing board of
31 the charter school to participate in DROP beyond 60 months, or

1 who are instructional personnel employed by the Florida School
2 for the Deaf and the Blind and who have received authorization
3 by the Board of Trustees of the Florida School for the Deaf
4 and the Blind to participate in the DROP beyond 60 months, or
5 who are instructional personnel as defined in s.
6 1012.01(2)(a)-(d) in prekindergarten through grade 12 in the
7 public school system who are funded through the Florida
8 Education Finance Program ~~grades K-12~~ and who have received
9 authorization by the district school superintendent to
10 participate in the DROP beyond 60 months, the 96-month
11 limitation period as provided in subparagraph 1. for the
12 nonelected position and may continue employment as an elected
13 officer as provided in s. 121.053. The elected officer will be
14 enrolled as a renewed member in the Elected Officers' Class or
15 the Regular Class, as provided in ss. 121.053 and 121.122, on
16 the first day of the month after termination of employment in
17 the nonelected position and termination of DROP. Distribution
18 of the DROP benefits shall be made as provided in paragraph
19 (c).

20 Section 2. Subsections (1) and (4), paragraphs (b),
21 (c), (e), and (f) of subsection (6), paragraphs (b) and (c) of
22 subsection (7), paragraph (1) of subsection (9), paragraphs
23 (b) and (c) of subsection (17), and paragraphs (d) and (e) of
24 subsection (18) of section 1002.33, Florida Statutes, are
25 amended to read:

26 1002.33 Charter schools.--

27 (1) AUTHORIZATION.--Charter schools shall be part of
28 the state's program of public education. All charter schools
29 in Florida are public schools. Charter schools are established
30 to provide a flexible, innovative, and accountable public
31 education to students in the state. A charter school may be

1 formed by creating a new school or converting an existing
2 public school to charter status. A public school may not use
3 the term charter in its name unless it has been approved under
4 this section.

5 (4) UNLAWFUL REPRISAL.--

6 (a) No district school board, or district school board
7 employee who has control over personnel actions, shall take
8 unlawful reprisal against another district school board
9 employee because that employee is either directly or
10 indirectly involved with an application to establish a charter
11 school. As used in this subsection, with respect to a district
12 school board or a district school board employee, the term
13 "unlawful reprisal" means an action taken by a district school
14 board or a school system employee against an employee who is
15 directly or indirectly involved in a lawful application to
16 establish a charter school, which occurs as a direct result of
17 that involvement, and which results in one or more of the
18 following: disciplinary or corrective action; adverse transfer
19 or reassignment, whether temporary or permanent; suspension,
20 demotion, or dismissal; an unfavorable performance evaluation;
21 a reduction in pay, benefits, or rewards; elimination of the
22 employee's position absent of a reduction in workforce as a
23 result of lack of moneys or work; or other adverse significant
24 changes in duties or responsibilities that are inconsistent
25 with the employee's salary or employment classification. ~~No~~
26 sponsor or sponsor's staff shall take unlawful reprisal
27 against a charter school that is operating under a charter
28 with the sponsor. As used in this subsection, with respect to
29 a sponsor or a sponsor's staff, the term "unlawful reprisal"
30 means an action taken by a sponsor or a sponsor's employee
31 that directly or indirectly impacts the operations and funding

1 of the charter school, submission of required reports, or the
2 school's compliance with the charter. The following procedures
3 shall apply to an alleged unlawful reprisal that occurs as a
4 consequence of an employee's direct or indirect involvement
5 with an application to establish a charter school or a charter
6 school's operation:

7 1. Within 60 days after the date upon which a reprisal
8 prohibited by this subsection is alleged to have occurred, an
9 employee or school may file a complaint with the Department of
10 Education.

11 2. Within 3 working days after receiving a complaint
12 under this section, the Department of Education shall
13 acknowledge receipt of the complaint and provide copies of the
14 complaint and any other relevant preliminary information
15 available to each of the other parties named in the complaint,
16 which parties shall each acknowledge receipt of such copies to
17 the complainant.

18 3. If the Department of Education determines that the
19 complaint demonstrates reasonable cause to suspect that an
20 unlawful reprisal has occurred, the Department of Education
21 shall conduct an investigation to produce a fact-finding
22 report.

23 4. Within 90 days after receiving the complaint, the
24 Department of Education shall provide the district school
25 superintendent of the complainant's district and the
26 complainant with a fact-finding report that may include
27 recommendations to the parties or a proposed resolution of the
28 complaint. The fact-finding report shall be presumed
29 admissible in any subsequent or related administrative or
30 judicial review.
31

1 5. If the Department of Education determines that
2 reasonable grounds exist to believe that an unlawful reprisal
3 has occurred, is occurring, or is to be taken, and is unable
4 to conciliate a complaint within 60 days after receipt of the
5 fact-finding report, the Department of Education shall
6 terminate the investigation. Upon termination of any
7 investigation, the Department of Education shall notify the
8 complainant and the district school superintendent of the
9 termination of the investigation, providing a summary of
10 relevant facts found during the investigation and the reasons
11 for terminating the investigation. A written statement under
12 this paragraph is presumed admissible as evidence in any
13 judicial or administrative proceeding.

14 6. The Department of Education shall either contract
15 with the Division of Administrative Hearings under s. 120.65,
16 or otherwise provide for a complaint for which the Department
17 of Education determines reasonable grounds exist to believe
18 that an unlawful reprisal has occurred, is occurring, or is to
19 be taken, and is unable to conciliate, to be heard by a panel
20 of impartial persons. Upon hearing the complaint, the panel
21 shall make findings of fact and conclusions of law for a final
22 decision by the Department of Education.

23
24 It shall be an affirmative defense to any action brought
25 pursuant to this section that the adverse action was
26 predicated upon grounds other than, and would have been taken
27 absent, the employee's or school's exercise of rights
28 protected by this section.

29 (b) In any action brought under this section for which
30 it is determined reasonable grounds exist to believe that an
31 unlawful reprisal against an employee has occurred, is

1 | occurring, or is to be taken, the relief shall include the
2 | following:

3 | 1. Reinstatement of the employee to the same position
4 | held before the unlawful reprisal was commenced, or to an
5 | equivalent position, or payment of reasonable front pay as
6 | alternative relief.

7 | 2. Reinstatement of the employee's full fringe
8 | benefits and seniority rights, as appropriate.

9 | 3. Compensation, if appropriate, for lost wages,
10 | benefits, or other lost remuneration caused by the unlawful
11 | reprisal.

12 | 4. Payment of reasonable costs, including attorney's
13 | fees, to a substantially prevailing employee, or to the
14 | prevailing employer if the employee filed a frivolous action
15 | in bad faith.

16 | 5. Issuance of an injunction, if appropriate, by a
17 | court of competent jurisdiction.

18 | 6. Temporary reinstatement to the employee's former
19 | position or to an equivalent position, pending the final
20 | outcome of the complaint, if it is determined that the action
21 | was not made in bad faith or for a wrongful purpose, and did
22 | not occur after a district school board's initiation of a
23 | personnel action against the employee that includes
24 | documentation of the employee's violation of a disciplinary
25 | standard or performance deficiency.

26 | (c) In any action brought under this section for which
27 | it is determined reasonable grounds exist to believe that an
28 | unlawful reprisal against a charter school has occurred, is
29 | occurring, or is to be taken, the relief shall include the
30 | following:

31 |

1 1. Immediate cease and desist of the sponsor's
2 policies and practices impairing the school's operations.

3 2. Compensation, if appropriate, for lost funding to
4 the school caused by the unlawful reprisal.

5 3. Payment of reasonable costs, including attorney's
6 fees, to a substantially prevailing school.

7 4. Issuance of an injunction, if appropriate, by a
8 court of competent jurisdiction.

9 5. Issuance of an order granting immediate transfer of
10 the charter to an alternate charter school sponsor willing to
11 accept the transfer of the charter sponsorship duties.

12 (6) APPLICATION PROCESS AND REVIEW.--Charter school
13 applications are subject to the following requirements:

14 (b) A sponsor ~~district school board~~ shall receive and
15 review all applications for a charter school. Beginning with
16 the 2007-2008 school year, a sponsor ~~district school board~~
17 shall receive and consider charter school applications
18 received on or before August 1 of each calendar year for
19 charter schools to be opened at the beginning of the school
20 district's next school year, or to be opened at a time agreed
21 to by the applicant and the sponsor. A charter school is
22 exempt from the requirements of s. 1001.42(4)(f) and shall
23 mutually agree with its sponsor on the school's calendar year
24 ~~district school board~~. A sponsor ~~district school board~~ may
25 receive applications later than this date if it chooses. A
26 sponsor may not charge an applicant for a charter any fee for
27 the processing or consideration of an application, and a
28 sponsor may not base its consideration or approval of an
29 application upon the promise of future payment of any kind.

30 1. In order to facilitate an accurate budget
31 projection process, a sponsor ~~district school board~~ shall be

1 held harmless for FTE students who are not included in the FTE
2 projection due to approval of charter school applications
3 after the FTE projection deadline. In a further effort to
4 facilitate an accurate budget projection, within 15 calendar
5 days after receipt of a charter school application, a ~~district~~
6 ~~school board or other~~ sponsor shall report to the Department
7 of Education the name of the applicant entity, the proposed
8 charter school location, and its projected FTE.

9 2. In order to ensure fiscal responsibility, an
10 application for a charter school shall include a full
11 accounting of expected assets, a projection of expected
12 sources and amounts of income, including income derived from
13 projected student enrollments and from community support, and
14 an expense projection that includes full accounting of the
15 costs of operation, including start-up costs.

16 3. A sponsor ~~district school board~~ shall by a majority
17 vote approve or deny an application no later than 60 calendar
18 days after the application is received, unless the sponsor
19 ~~district school board~~ and the applicant mutually agree in
20 writing to temporarily postpone the vote to a specific date,
21 at which time the sponsor ~~district school board~~ shall by a
22 majority vote approve or deny the application. If the sponsor
23 ~~district school board~~ fails to act on the application, an
24 applicant may appeal to the State Board of Education as
25 provided in paragraph (c). If an application is denied, the
26 sponsor ~~district school board~~ shall, within 10 calendar days,
27 articulate in writing the specific reasons for its denial of
28 the charter application and shall provide the letter of denial
29 and supporting documentation to the applicant and to the
30 Department of Education supporting those reasons.

31

1 4. For budget projection purposes, the ~~district school~~
2 ~~board or other~~ sponsor shall report to the Department of
3 Education the approval or denial of a charter application
4 within 10 calendar days after such approval or denial. In the
5 event of approval, the report to the Department of Education
6 shall include the final projected FTE for the approved charter
7 school.

8 5. Upon approval of a charter application, the initial
9 startup shall commence with the beginning of the public school
10 calendar for the district in which the charter is granted
11 unless the sponsor allows a waiver of this provision for good
12 cause.

13 (c) An applicant may appeal any denial of that
14 applicant's application or failure to act on an application to
15 the State Board of Education no later than 30 calendar days
16 after receipt of the sponsor's ~~district school board's~~
17 decision or failure to act and shall notify the sponsor
18 ~~district school board~~ of its appeal. Any response of the
19 sponsor ~~district school board~~ shall be submitted to the State
20 Board of Education within 30 calendar days after notification
21 of the appeal. Upon receipt of notification from the State
22 Board of Education that a charter school applicant is filing
23 an appeal, the Commissioner of Education shall convene a
24 meeting of the Charter School Appeal Commission to study and
25 make recommendations to the State Board of Education regarding
26 its pending decision about the appeal. The commission shall
27 forward its recommendation to the state board no later than 7
28 calendar days prior to the date on which the appeal is to be
29 heard. The State Board of Education shall by majority vote
30 accept or reject the decision of the sponsor ~~district school~~
31 ~~board~~ no later than 90 calendar days after an appeal is filed

1 | in accordance with State Board of Education rule. The Charter
2 | School Appeal Commission may reject an appeal submission for
3 | failure to comply with procedural rules governing the appeals
4 | process. The rejection shall describe the submission errors.
5 | The appellant may have up to 15 calendar days from notice of
6 | rejection to resubmit an appeal that meets requirements of
7 | State Board of Education rule. An application for appeal
8 | submitted subsequent to such rejection shall be considered
9 | timely if the original appeal was filed within 30 calendar
10 | days after receipt of notice of the specific reasons for the
11 | sponsor's ~~district school board's~~ denial of the charter
12 | application. The State Board of Education shall remand the
13 | application to the sponsor ~~district school board~~ with its
14 | written decision that the sponsor ~~district school board~~
15 | approve or deny the application. The sponsor ~~district school~~
16 | ~~board~~ shall implement the decision of the State Board of
17 | Education. The decision of the State Board of Education is not
18 | subject to the provisions of the Administrative Procedure Act,
19 | chapter 120.

20 | (e) The sponsor ~~district school board~~ shall act upon
21 | the decision of the State Board of Education within 30
22 | calendar days after it is received. The State Board of
23 | Education's decision is a final action subject to judicial
24 | review in the district court of appeal.

25 | (f)1. A Charter School Appeal Commission is
26 | established to assist the commissioner and the State Board of
27 | Education with a fair and impartial review of appeals by
28 | applicants whose charter applications have been denied, whose
29 | charter contracts have not been renewed, or whose charter
30 | contracts have been terminated by their sponsors.

31 |

1 2. The Charter School Appeal Commission may receive
2 copies of the appeal documents forwarded to the State Board of
3 Education, review the documents, gather other applicable
4 information regarding the appeal, and make a written
5 recommendation to the commissioner. The recommendation must
6 state whether the appeal should be upheld or denied and
7 include the reasons for the recommendation being offered. The
8 commissioner shall forward the recommendation to the State
9 Board of Education no later than 7 calendar days prior to the
10 date on which the appeal is to be heard. The state board must
11 consider the commission's recommendation in making its
12 decision, but is not bound by the recommendation. The decision
13 of the Charter School Appeal Commission is not subject to the
14 provisions of the Administrative Procedure Act, chapter 120.

15 3. The commissioner shall appoint the members of the
16 Charter School Appeal Commission. Members shall serve without
17 compensation but may be reimbursed for travel and per diem
18 expenses in conjunction with their service. One-half of the
19 members must represent currently operating charter schools,
20 and one-half of the members must represent sponsors ~~school~~
21 ~~districts~~. The commissioner or a named designee shall chair
22 the Charter School Appeal Commission.

23 4. The chair shall convene meetings of the commission
24 and shall ensure that the written recommendations are
25 completed and forwarded in a timely manner. In cases where the
26 commission cannot reach a decision, the chair shall make the
27 written recommendation with justification, noting that the
28 decision was rendered by the chair.

29 5. Commission members shall thoroughly review the
30 materials presented to them from the appellant and the
31 sponsor. The commission may request information to clarify the

1 | documentation presented to it. In the course of its review,
2 | the commission may facilitate the postponement of an appeal in
3 | those cases where additional time and communication may negate
4 | the need for a formal appeal and both parties agree, in
5 | writing, to postpone the appeal to the State Board of
6 | Education. A new date certain for the appeal shall then be set
7 | based upon the rules and procedures of the State Board of
8 | Education. Commission members shall provide a written
9 | recommendation to the state board as to whether the appeal
10 | should be upheld or denied. A fact-based justification for the
11 | recommendation must be included. The chair must ensure that
12 | the written recommendation is submitted to the State Board of
13 | Education members no later than 7 calendar days prior to the
14 | date on which the appeal is to be heard. Both parties in the
15 | case shall also be provided a copy of the recommendation.

16 | (7) CHARTER.--The major issues involving the operation
17 | of a charter school shall be considered in advance and written
18 | into the charter. The charter shall be signed by the governing
19 | body of the charter school and the sponsor, following a public
20 | hearing to ensure community input.

21 | (b)1. A charter may be renewed provided that a program
22 | review demonstrates that the criteria in paragraph (a) have
23 | been successfully accomplished and that none of the grounds
24 | for nonrenewal established by paragraph (8)(a) has been
25 | documented. In order to facilitate long-term financing for
26 | charter school construction, charter schools operating for a
27 | minimum of 2 years and demonstrating exemplary academic
28 | programming and fiscal management shall receive ~~are eligible~~
29 | ~~for~~ a 15-year charter renewal. Such long-term charter is
30 | subject to annual review and may be terminated during the term
31 | of the charter.

1 2. The 15-year charter renewal ~~that may be granted~~
2 pursuant to subparagraph 1. shall be granted to a charter
3 school that has received a school grade of "A" or "B" pursuant
4 to s. 1008.34 in 3 of the past 4 years and is not in a state
5 of financial emergency or deficit position as defined by this
6 section. Such long-term charter is subject to annual review
7 and may be terminated during the term of the charter pursuant
8 to subsection (8).

9 (c) A charter may be modified during its initial term
10 or any renewal term upon the recommendation of the sponsor or
11 the charter school governing board and the approval of both
12 parties to the agreement. The terms of the charter, as agreed
13 upon by both parties, shall be in effect for the duration of
14 the contract.

15 (9) CHARTER SCHOOL REQUIREMENTS.--

16 (1) The governing body of the charter school shall
17 report its progress annually to its sponsor, which shall
18 forward the report to the Commissioner of Education at the
19 same time as other annual school accountability reports. The
20 Department of Education shall develop a uniform, on-line
21 annual accountability report to be completed by charter
22 schools. This report shall be easy to utilize and contain
23 demographic information, student performance data, and
24 financial accountability information. A charter school shall
25 be allowed to directly correct school data and information in
26 the on-line accountability report. The sponsor shall review
27 the report before final submission to the department ~~not be~~
28 ~~required to provide information and data that is duplicative~~
29 ~~and already in the possession of the department.~~ The
30 Department of Education shall include in its compilation a
31 notation if a school failed to file its report by the deadline

1 | established by the department. The report shall include at
2 | least the following components:
3 | 1. Student achievement performance data, including the
4 | information required for the annual school report and the
5 | education accountability system governed by ss. 1008.31 and
6 | 1008.345. Charter schools are subject to the same
7 | accountability requirements as other public schools, including
8 | reports of student achievement information that links baseline
9 | student data to the school's performance projections
10 | identified in the charter. The charter school shall identify
11 | reasons for any difference between projected and actual
12 | student performance.
13 | 2. Financial status of the charter school which must
14 | include revenues and expenditures at a level of detail that
15 | allows for analysis of the ability to meet financial
16 | obligations and timely repayment of debt.
17 | 3. Documentation of the facilities in current use and
18 | any planned facilities for use by the charter school for
19 | instruction of students, administrative functions, or
20 | investment purposes.
21 | 4. Descriptive information about the charter school's
22 | personnel, including salary and benefit levels of charter
23 | school employees, the proportion of instructional personnel
24 | who hold professional or temporary certificates, and the
25 | proportion of instructional personnel teaching in-field or
26 | out-of-field.
27 | (17) FUNDING.--Students enrolled in a charter school,
28 | regardless of the sponsorship, shall be funded as if they are
29 | in a basic program or a special program, the same as students
30 | enrolled in other public schools in the school district.
31 |

1 Funding for a charter lab school shall be as provided in s.
2 1002.32.

3 (b) The basis for the agreement for funding students
4 enrolled in a charter school shall be the sum of the school
5 district's operating funds from the Florida Education Finance
6 Program as provided in s. 1011.62 and the General
7 Appropriations Act, including gross state and local funds,
8 discretionary lottery funds, and funds from the school
9 district's current operating discretionary millage levy;
10 divided by total funded weighted full-time equivalent students
11 in the school district; multiplied by the weighted full-time
12 equivalent students for the charter school. Charter schools
13 whose students or programs meet the eligibility criteria in
14 law shall be entitled to their proportionate share of
15 categorical program funds included in the total funds
16 available in the Florida Education Finance Program by the
17 Legislature, including transportation. Total funding for each
18 charter school shall be recalculated during the year to
19 reflect the revised calculations under the Florida Education
20 Finance Program by the state and the actual weighted full-time
21 equivalent students reported by the charter school during the
22 full-time equivalent student survey periods designated by the
23 Commissioner of Education. Florida Education Finance Program
24 funds for a charter school shall be distributed monthly to the
25 charter school by the sponsor within 10 days after receipt
26 from the state.

27 (c) If the sponsor ~~district school board~~ is providing
28 programs or services to students funded by federal funds, any
29 eligible students enrolled in charter schools in the school
30 district shall be provided federal funds for the same level of
31 service provided students in the schools operated by the

1 district school board. Pursuant to provisions of 20 U.S.C.
2 8061 s. 10306, all charter schools shall receive all federal
3 funding for which the school is otherwise eligible, including,
4 but not limited to, Title I funding, Individuals with
5 Disabilities Education Act funding, and all other federal
6 funds, not later than 5 months after the charter school first
7 opens and within 5 months after any subsequent expansion of
8 enrollment.

9 (18) FACILITIES.--

10 (d) As a public school, a charter school is exempt
11 from all fees and assessments, including, but not limited to,
12 fees and assessments for building permits except as provided
13 in s. 553.80, building and occupational licenses, fire
14 inspections, and health inspections and impact fees, service
15 availability fees, and assessments for special benefits.

16 ~~Charter school facilities are exempt from assessments of fees~~
17 ~~for building permits, except as provided in s. 553.80, fees~~
18 ~~for building and occupational licenses, and impact fees or~~
19 ~~service availability fees.~~

20 (e) If a district school board facility or property is
21 available because it is surplus, marked for disposal, or
22 otherwise unused, it shall be provided for a charter school's
23 use on the same basis as it is made available to other public
24 schools in the district. When a school district closes a
25 public school, the property and facilities shall first be made
26 available within 60 days, for lease or purchase, to charter
27 schools within the district to be used for educational
28 purposes. A charter school receiving property from the school
29 district may not sell or dispose of such property without
30 written permission of the school district. Similarly, for an
31 existing public school converting to charter status, no rental

1 or leasing fee for the existing facility or for the property
2 normally inventoried to the conversion school may be charged
3 by the district school board to the parents and teachers
4 organizing the charter school. The charter school shall agree
5 to reasonable maintenance provisions in order to maintain the
6 facility in a manner similar to district school board
7 standards. The Public Education Capital Outlay maintenance
8 funds or any other maintenance funds generated by the facility
9 operated as a conversion school shall remain with the
10 conversion school.

11 Section 3. The Legislature finds that a proper and
12 legitimate state purpose is served when employees and retirees
13 of the state and its political subdivisions, as well as the
14 dependents, survivors, and beneficiaries of such employees and
15 retirees, are extended the basic protections afforded by
16 governmental retirement systems that provide fair and adequate
17 benefits and that are managed, administered, and funded in an
18 actuarially sound manner as required by s. 14, Art. X of the
19 State Constitution and part VII of chapter 112, Florida
20 Statutes. Therefore, the Legislature determines and declares
21 that the amendment of s. 121.091, Florida Statutes, by this
22 act fulfills an important state interest.

23 Section 4. This act shall take effect upon becoming a
24 law.

25
26
27
28
29
30
31