

This document was provided, as is, to the California Department of Education (CDE) by **Today's Fresh Start Charter School Inglewood**. This document is posted to the CDE website to meet the legal requirements of California *Education Code* Section 33009.5.

For more information regarding the content of this material, please contact the Charter Schools Division by phone at 916-322-6029 or by email at charters@cde.ca.gov.

Attachment 3 – Index

- a) LexisNexis Deed Record
- b) Contractor's License Detail: View Park Estates Development Inc.
- c) California School Finance Authority Meeting Minutes, March 14, 2018
- d) Secretary of State Filing: Success on the Way
- e) Secretary of State Filing: View Park Estates Development
- f) Secretary of State Filing: Rescue Our Children
- g) Letter dated February 16, 2018, regarding Appeal of California School Finance Authority's Wrongful Denial of Today's Fresh Start Charter School - Inglewood's SB 740 Application
- h) Memorandum dated March 14, 2018, regarding Consideration of Appeal Regarding the Charter School Facility Grant Program for Today's Fresh Start Charter School – Inglewood
- i) December 11, 2007, Los Angeles County Board of Education Meeting Minutes and Transcripts



1 OF 1 RECORD(S)

FOR INFORMATIONAL PURPOSES ONLY
Copyright © 2020 LexisNexis
a division of Reed Elsevier Inc. All Rights Reserved.
Report Created: March 4, 2020 - Wednesday 7:04 PM

Deed Record

This data is for informational purposes only.

Buyer Information

Original Name: TODAYS FRESH START INC
Standardized Name: TODAYS FRESH START INCORPORATED
Original Address: 4514 CRENSHAW BLVD
LOS ANGELES, CA 90043-1221

Standardized Address: 4514 CRENSHAW BLVD
LOS ANGELES, CA 90043-1221
LOS ANGELES COUNTY

Seller Information

Original Name: UHP HEALTHCARE
Standardized Name: UHP HEALTHCARE

Property Information

Original Property Address: 3405 IMPERIAL HWY W
INGLEWOOD, CA 90303-2253

Standardized Property Address: 3405 W IMPERIAL HWY
INGLEWOOD, CA 90303-2219
LOS ANGELES COUNTY

Land Use: PARKING
County: LOS ANGELES
Data Source: A

Lender Information

Name: US BK NATIONAL ASSN

Legal Information

Assessor's Parcel Number: 4031-026-004
Recording Date: 01/25/2008
Contract Date: 01/23/2008
Document Number: 155940
Document Type: DEED

Sales Information

Sales Price: \$6,350,000
Sales Price Description: SALE PRICE (FULL)

Mortgage Information

Loan Amount: \$5,100,000
Loan Type: CONVENTIONAL
Type of Financing: ADJUSTABLE

Mortgage Date: 12/21/2007
Title Company: FIRST AMERICAN TITLE/LOS ANGEL
Transaction Type: 1
Description: DEED OF TRUST

Deed Record

This data is for informational purposes only.

Buyer Information

Original Name: TODAYS FRESH START INC
Standardized Name: TODAYS FRESH START INCORPORATED
Original Address: 4514 CRENSHAW BLVD
LOS ANGELES, CA 90043-1221

Standardized Address: 4514 CRENSHAW BLVD
LOS ANGELES, CA 90043-1221
LOS ANGELES COUNTY

Seller Information

Original Name: UHP HEALTHCARE
Standardized Name: UHP HEALTHCARE

Property Information

Original Property Address: 3405 IMPERIAL HWY W
INGLEWOOD, CA 90303-2253

Standardized Property Address: 3405 W IMPERIAL HWY
INGLEWOOD, CA 90303-2219
LOS ANGELES COUNTY

Land Use: OFFICE BUILDING
County: LOS ANGELES
Data Source: A

Lender Information

Name: US BK NATIONAL ASSN

Legal Information

Assessor's Parcel Number: 4031-026-024
Recording Date: 01/25/2008
Contract Date: 01/23/2008
Document Number: 155940
Document Type: MULTI CNTY/ST OR OPEN END MORTGAGE

Sales Information

Sales Price: \$6,350,000
Sales Price Description: SALE PRICE (FULL)

Mortgage Information

Loan Amount: \$5,100,000
Loan Type: CONVENTIONAL
Type of Financing: ADJUSTABLE
Mortgage Date: 12/21/2007
Title Company: FIRST AMERICAN TITLE/LOS ANGEL
Transaction Type: 1
Description: DEED OF TRUST

Assessment Record

This data is for informational purposes only.

Owner Information

Original Name: TODAYS FRESH START INC

Standardized Name: TODAYS FRESH START INCORPORATED

Ownership Rights: CORPORATION

Original Address: 4514 CRENSHAW BLVD
LOS ANGELES, CA 90043-1221

Standardized Address: 4514 CRENSHAW BLVD
LOS ANGELES, CA 90043-1221
LOS ANGELES COUNTY

Phone Number: 323-293-9826

Seller Information

Original Name: UHP HEALTHCARE

Standardized Name: UHP HEALTHCARE

Property Information

Original Property Address: 3405 IMPERIAL HWY W
INGLEWOOD, CA 90303-2219

Standardized Property Address: 3405 W IMPERIAL HWY
INGLEWOOD, CA 90303-2219
LOS ANGELES COUNTY

Land Use: OFFICE BUILDING

County: LOS ANGELES

Data Source: A

Lender Information

Name: US BK NATIONAL ASSN

Legal Information

Assessor's Parcel Number: 4031-026-900

Recording Date: 01/25/2008

Brief Description: TR=1615 EX OF ST LOTS 29 AND 30 AND W 80 FT OF LOT 60

Legal Description: LOT NUMBER: 60; SUBDIVISION: 1615; TRACT: 6005021003

Sale Information

Recording Date: 01/25/2008

Prior Recording Date: 12/19/1983

Sale Date: 01/23/2008

Sale Price: \$6,350,000 - SALE PRICE (FULL)

Prior Sales Price: \$1,800,010

Document Number: 155940

Mortgage Information

Mortgage Type: CONVENTIONAL

Loan Amount: \$5,100,000

Assessment Information

Calculated Land Value: \$2,204,276

Calculated Improvement Value: \$1,818,784
Total Calculated Value: \$4,023,060
Assessed Land Value: \$2,204,276
Assessed Improvement Value: \$1,818,784
Total Assessed Value: \$4,023,060
Zoning: INC2VV

Tax Information

Tax Amount: \$61,584.00
Tax Year: 2010

Property Characteristics

Year Built: 1965
Stories: 5
Roof: CONCRETE
Garage Type: BASEMENT
Building Area: 62,663 BASE
No. of Buildings: 1
School Tax District: 11926
Air Conditioning: AC.CENTRAL
Heating: FORCED AIR
Foundation: CONCRETE
Acres: 0.7351
Effective Year: 1967
Square Footage: 32,021

Important: The Public Records and commercially available data sources used on reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. In addition, Industry Classifications and Normalized Titles are data elements automatically derived and unverified. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Your DPPA Permissible Use: Debt Recovery/Fraud
Your GLBA Permissible Use: Fraud Prevention or Detection
Copyright© 2020 LexisNexis. All rights reserved.

[Home](#) | [Online Services](#) | [License Detail](#) | [Personnel List](#)

▼ Contractor's License Detail (Personnel List)

Contractor License # 440805

Contractor Name VIEW PARK ESTATES DEVELOPMENT INC

Click on the person's name to see a more detailed page of information on that person

Licenses Currently Associated With

Name [CLARK EDWARD PARKER SR](#)
Title RMO / CEO / PRES
Association Date 05/25/1983
Classification B
Additional Classification There are additional classifications that can be viewed by [selecting this link](#).
Name [CLARK EDWARD PARKER JR](#)
Title OFFICER
Association Date 06/11/2001

Licenses No Longer Associated With

Name [JEANETTE ELLENOR PARKER](#)
Title OFFICER
Association Date 06/11/2001
Disassociation Date 04/01/2019

[Back to Top](#) [Conditions of Use](#) [Privacy Policy](#) [Accessibility](#) [Accessibility Certification](#)

Copyright © 2020 State of California

[Home](#) | [Online Services](#) | License Details

▼ Contractor's License Detail for License # 440805

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Business Information

VIEW PARK ESTATES DEVELOPMENT INC
dba CALIFORNIA CONSTRUCTION MANAGEMENT SERVICES

4508 CRENSHAW BLVD
LOS ANGELES, CA 90043
Business Phone Number:(323) 296-1700

Entity Corporation
Issue Date 05/25/1983
Expire Date 05/31/2021

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ [B - GENERAL BUILDING CONTRACTOR](#)
- ▶ [C-7 - LOW VOLTAGE SYSTEMS](#)
- ▶ [C10 - ELECTRICAL](#)
- ▶ [C36 - PLUMBING](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: 100329478

Bond Amount: \$15,000

Effective Date: 10/18/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual CLARK EDWARD PARKER SR certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 08/14/2006

[BQI's Bond History](#)

Workers' Compensation

Today's Fresh Start Charter School Inglewood
Supplemental Documents

oab-csd-jul20item08
Attachment 3
Page 8 of 274

Check A License - License Detail - CSLB

; y y p y

Page 2 of 2

this time.

Effective Date: 06/10/2019

Expire Date: None

[Workers' Compensation History](#)

[Back to Top](#) [Conditions of Use](#) [Privacy Policy](#) [Accessibility](#) [Accessibility Certification](#)

Copyright © 2020 State of California

CALIFORNIA SCHOOL FINANCE AUTHORITY

Meeting of the Board

Wednesday, March 14, 2018
11:00 a.m.

915 Capitol Mall, Room 587
Sacramento, California 95814

Deputy State Treasurer Vincent P. Brown, serving as Chair, called the meeting to order.

Roll Call

Members Present: Vincent P. Brown, designee for John Chiang, State Treasurer
Jacqueline Wong-Hernandez, designee for Michael Cohen, Director of Finance
Nick Schweizer, designee for Tom Torlakson, Superintendent of Public Instruction

Staff Present: Katrina Johantgen, Executive Director
Dana Brazelton, Manager
Laura Martinez, Manager
Ian Davis, Program Analyst
Jodie Jones, Program Analyst
Anne Osborne, Program Analyst
Nicolaus Seppi, Office Technician

Katrina Johantgen welcomed those on the phone line to the Board meeting, after which Chairperson Brown declared a quorum present after roll call.

Item 2: Approval of Minutes: The minutes from the February 14, 2018 Authority Board meeting were presented to the Board and approved unanimously by roll call.

Item 3: Executive Director's Report

Charter School Facility Grant Program (SB740): The Authority is finalizing its second disbursements for the 2017-18 funding round and has disbursed \$56 million; staff projects 120% oversubscription. The Authority is also working with the Department of Finance (DOF) on trailer bill language to mitigate further program oversubscription.

Charter School Revolving Loan Fund Program: The application period closed on February 28, 2018, and 51 priority one applications totaling \$13 million were received. As there is only \$8 million available, \$1.5 million will likely be transferred from the security fund for this funding round. Staff will be working on addressing the issue of defaulted loans and integrating analysis into underwriting criteria for this funding round.

Conduit Bond Program: The Authority is working with trustees to ensure delivery of annual administrative fees. Debt issuance in 2018 is down both in the Authority and at other BCA's, due to the changes in federal tax law and deals rushing to market in 2017.

California School Finance Authority
Meeting Minutes for March 14, 2018
Page No. 2

Charter School Facilities Program (CSFP): Authority staff is working on program agreements for those Proposition 51 projects that were recently awarded a preliminary apportionment by the State Allocation Board.

State Charter School Facilities Incentive Grants Program: Funding Round 14 opens March 19, 2018 and closes April 20, 2018, with an informational webinar March 29, 2018. The Authority projects \$12 million in funding will be available.

Charter School Facilities Credit Enhancement Grant Program: The \$8.3 million grant awarded in 2009 is being held in trust and the Authority is not aware of any defaults or draws on these funds. The Authority is working to implement a performance agreement with the U.S. Department of Education to implement the new \$8 million grant.

Qualified Public Educational Facility Bond Program (QPEFB): The Authority received a \$200 million reservation for tax-exempt bonds to assist for-profit developers on public benefit projects. The Authority is marketing the program to developers directly, with two already showing interest.

Item 4: Resolution No. 18-03 Readoption of Emergency Regulations for the Charter School Facility Grant Program and Authorizing the Extension of the Emergency Rulemaking

Ms. Johantgen introduced the item and invited Anne Osborne, Authority analyst, to speak and advised the Board that Authority staff recommend approval of the item.

Ms. Osborne explained the current status of both the Emergency and proposed Permanent regulations to the Board and reviewed the timeline of both rulemaking processes. Ms. Osborne said that the Authority received multiple comments during the public comment period for the proposed Permanent regulations; some for and some against. Staff is recommending withdrawing the contested language from the proposed Permanent regulations, readopting the uncontested language into the Emergency regulations, and working with DOF on the current trailer bill prior to finalizing the proposed Permanent regulations in July or August.

Colin Miller from the California Charter Schools Association (CCSA) supported the changes.

Mr. Schweizer made a motion to approve the readoption of the Emergency regulations and Ms. Wong-Hernandez seconded. After a call for public comment, the resolution was approved unanimously by rollcall.

Item 5: Consideration of Appeal on Behalf of Today's Fresh Start Charter School – Inglewood located in Los Angeles County Related to Ineligibility for the Charter School Facility Grant Program (SB 740)

Ms. Johantgen introduced the item and invited Ian Davis, Authority analyst, to explain the item to the Board. She then introduced the representatives from Today's Fresh Start Charter School (TFS): Dr. Jeanette Parker, Superintendent; Clark Parker, and Rahul E. Reddy, Senior Associate at Procopio, Cory, Hargreaves & Savitch LLP.

California School Finance Authority
Meeting Minutes for March 14, 2018
Page No. 3

Mr. Reedy and the Parkers addressed the Board with a prepared presentation. Mr. Reedy introduced the item by stating that TFS wants to use SB740 funds to pay for lease costs for their Charter School Facilities Program (CSFP) site and made the following allegations:

- TFS was informed that SB 740 money could be used for CSFP, which was included in the financial soundness determination for their Inglewood site.
- The regulation in question (Section 10170.4(b)(4)) was added years after the aforementioned, and therefore, TFS should be given an exception to the regulation.
- SB740 statutes specifically reference "leases" as eligible costs and specify the only other prohibited costs, that does not include the CSFP lease. Therefore, the new regulation (Section 10170.4(b)(4)) overreaches.
- TFS does not actually own the facility in question; it is held in trust by the State for educational purposes.

Mark Paxson, General Counsel for the State Treasurer's Office, said that the changes in regulations are consistent with the authority delegated to CSFA in statute and the relevant Education Code. He explained that TFS holds fee simple title to the property, and while there are restrictions on what can and cannot be done on the property, they still own it. Mr. Paxson also confirmed for the Board that the use of the word "lease" in the CSFP statute was intended as a mechanism for public school districts in terms of the amount of debt they can incur. Mr. Paxson stated that the CSFP program is more similar to a loan in that it is subject to a funding agreement, schools have principal and interest payments, and hold fee simple title to the property.

Mr. Miller from CCSA returned and voiced support for TFS.

The Board members all voiced support for the school and its work, but had several concerns regarding TFS' request to approve an exception to Authority regulations that had already been approved, and ultimately, denied the appeal.

There being no additional public comments or other business to conduct, the meeting was adjourned.

Respectfully submitted,

Katrina Johantgen

	<h2 style="margin: 0;">State of California Secretary of State</h2>	<div style="border: 1px solid black; padding: 2px; width: 20px; margin: auto;">N</div>	
<p>Statement of Information (Domestic Nonprofit, Credit Union and General Cooperative Corporations)</p> <p>Filing Fee: \$20.00. If this is an amendment, see instructions. IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM</p>		<p>FJ97118 FILED</p> <p>In the office of the Secretary of State of the State of California</p> <p>FEB-21 2017</p>	
<p>1. CORPORATE NAME SUCCESS ON THE WAY</p>		<p>This Space for Filing Use Only</p>	
<p>2. CALIFORNIA CORPORATE NUMBER C2732209</p>			
<p>Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)</p>			
<p>3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY 3405 W IMPERIAL HWY, INGLEWOOD, CA 90303</p>		CITY	STATE
		ZIP CODE	
<p>4. MAILING ADDRESS OF THE CORPORATION</p>		CITY	STATE
		ZIP CODE	
<p>Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)</p>			
5. CHIEF EXECUTIVE OFFICER/V	ADDRESS	CITY	STATE
JEANETTE PARKER	3405 W IMPERIAL HWY, INGLEWOOD, CA 90303		
6. SECRETARY	ADDRESS	CITY	STATE
LAKISHA WILLIAMS	3405 W IMPERIAL HWY, INGLEWOOD, CA 90303		
7. CHIEF FINANCIAL OFFICER/V	ADDRESS	CITY	STATE
JUDY STERLING	3405 W IMPERIAL HWY, INGLEWOOD, CA 90303		
<p>Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.</p>			
<p>8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.] MICHAEL AMIR</p>			
9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL		CITY	STATE
1888 CENTURY PARK EAST STE 1106, LOS ANGELES, CA 90067			
<p>Common Interest Developments</p>			
<p>10. <input type="checkbox"/> Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 6500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.</p>			
<p>11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.</p>			
02/21/2017	NORMA MILLER	CPA	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE
SI-100 (REV 01/2016)			APPROVED BY SECRETARY OF STATE

	State of California Secretary of State	S	07-312287
STATEMENT OF INFORMATION 95 (Domestic Stock Corporation)			
FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.			
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM			
1. CORPORATE NAME (Please do not alter if name is preprinted.) C1055737 VIEW PARK ESTATES DEVELOPMENT, INC. 4508 CRENSHAW BLVD LOS ANGELES CA 90043			
FILED In the office of the Secretary of State of the State of California JUN 28 2007			
This Space For Filing Use Only			
DUE DATE: 09-30-07			
CALIFORNIA CORPORATE DISCLOSURE ACT (Corporations Code section 1502.1) A publicly traded corporation must file with the Secretary of State a Corporate Disclosure Statement (Form SI-PT) annually, within 150 days after the end of its fiscal year. Please see reverse for additional information regarding publicly traded corporations.			
NO CHANGE STATEMENT 2. <input checked="" type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the Secretary of State, check the box and proceed to Item 15 . If there have been any changes to the information contained in the last Statement of Information filed with the Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.			
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)			
3.	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY AND STATE	ZIP CODE
4.	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY STATE	ZIP CODE
CA			
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)			
5.	CHIEF EXECUTIVE OFFICER	ADDRESS CITY AND STATE	ZIP CODE
6.	SECRETARY	ADDRESS CITY AND STATE	ZIP CODE
7.	CHIEF FINANCIAL OFFICER	ADDRESS CITY AND STATE	ZIP CODE
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)			
8.	NAME	ADDRESS CITY AND STATE	ZIP CODE
9.	NAME	ADDRESS CITY AND STATE	ZIP CODE
10.	NAME	ADDRESS CITY AND STATE	ZIP CODE
11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY.			
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 13 must be completed with a California address. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 13 must be left blank.)			
12. NAME OF AGENT FOR SERVICE OF PROCESS Clark E. Parker			
13.	ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY STATE	ZIP CODE
4508 - Crenshaw Blvd Los Angeles CA 90043			
TYPE OF BUSINESS			
14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION Construction & Real Estate Development			
15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.			
Clark E. Parker TYPE OR PRINT NAME OF PERSON COMPLETING THE FORM		[Signature] SIGNATURE	Pres TITLE
			6.25.07 DATE
SI-200 N/C (REV 07/2005)			APPROVED BY SECRETARY OF STATE

	<h2 style="margin: 0;">State of California Secretary of State</h2>	<div style="border: 1px solid black; padding: 2px; width: 20px; margin: auto;">N</div>			
<p>Statement of Information (Domestic Nonprofit, Credit Union and General Cooperative Corporations)</p> <p>Filing Fee: \$20.00. If this is an amendment, see instructions. IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM</p>		<p>FX68803</p> <p>FILED</p> <p>In the office of the Secretary of State of the State of California</p> <p>JUN-27 2018</p>			
<p>1. CORPORATE NAME</p> <p>RESCUE OUR CHILDREN</p>		<p>This Space for Filing Use Only</p>			
<p>2. CALIFORNIA CORPORATE NUMBER</p> <p style="text-align: center;">C3938220</p>					
<p>Complete Principal Office Address (Do not abbreviate the name of the city. Item 3 cannot be a P.O. Box.)</p>					
<p>3. STREET ADDRESS OF PRINCIPAL OFFICE IN CALIFORNIA, IF ANY</p> <p>4514 CRENSHAW BLVD, LOS ANGELES, CA 90043</p>		CITY	STATE	ZIP CODE	
<p>4. MAILING ADDRESS OF THE CORPORATION</p>		CITY	STATE	ZIP CODE	
<p>Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)</p>					
<p>5. CHIEF EXECUTIVE OFFICER/</p> <p>JEANETTE PARKER</p>		ADDRESS	CITY	STATE	ZIP CODE
		4514 CRENSHAW BLVD, LOS ANGELES, CA 90043			
<p>6. SECRETARY</p> <p>JEANETTE PARKER</p>		ADDRESS	CITY	STATE	ZIP CODE
		4514 CRENSHAW BLVD, LOS ANGELES, CA 90043			
<p>7. CHIEF FINANCIAL OFFICER/</p> <p>YVETTE BROWN</p>		ADDRESS	CITY	STATE	ZIP CODE
		4514 CRENSHAW BLVD, LOS ANGELES, CA 90043			
<p>Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 9 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 9 must be left blank.</p>					
<p>8. NAME OF AGENT FOR SERVICE OF PROCESS [Note: The person designated as the corporation's agent MUST have agreed to act in that capacity prior to the designation.]</p> <p>JEANETTE PARKER</p>					
<p>9. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL</p> <p>4514 CRENSHAW BLVD, LOS ANGELES, CA 90043</p>		CITY	STATE	ZIP CODE	
<p>Common Interest Developments</p>					
<p>10. <input type="checkbox"/> Check here if the corporation is an association formed to manage a common interest development under the Davis-Stirling Common Interest Development Act, (California Civil Code section 4000, et seq.) or under the Commercial and Industrial Common Interest Development Act, (California Civil Code section 8500, et seq.). The corporation must file a Statement by Common Interest Development Association (Form SI-CID) as required by California Civil Code sections 5405(a) and 6760(a). Please see instructions on the reverse side of this form.</p>					
<p>11. THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.</p>					
<p>06/27/2018</p> <p>DATE</p>	<p>NORMA MILLER</p> <p>TYPE/PRINT NAME OF PERSON COMPLETING FORM</p>	<p>CPA</p> <p>TITLE</p>	<p>_____ SIGNATURE</p>		
<p>SI-100 (REV 01/2016)</p>			<p>APPROVED BY SECRETARY OF STATE</p>		



PROCOPIO
525 B Street
Suite 2200
San Diego, CA 92101
T. 619.238.1900
F. 619.235.0398

JOHN C. LEMMO
P. 619.515.3294
john.lemmo@procopio.com

AUSTIN
DEL MAR HEIGHTS
PHOENIX
SAN DIEGO
SILICON VALLEY

February 16, 2018

VIA U.S. MAIL AND E-MAIL

California School Finance Authority
300 S. Spring St. Suite 8500
Los Angeles, CA 90013

California School Finance Authority
915 Capitol Mall, Suite 516
Sacramento, CA 95814
csfa@treasurer.ca.gov
katrina.johantgen@treasurer.ca.gov

Re: Appeal of California School Finance Authority's Wrongful Denial of Today's Fresh Start Charter School-Inglewood's SB740 Application

Dear Members of the California School Finance Authority:

We submit this appeal to the California School Finance Authority ("CSFA") Board on behalf of Today's Fresh Start Charter School-Inglewood ("TFSCS-Inglewood") for the wrongful denial of TFSCS-Inglewood's application for funding under the Charter School Facility Grant Program ("SB740"). The purpose of the SB740 program is to provide charter schools such as TFSCS-Inglewood, a school where approximately 95% of its students are eligible for free or reduced price meal benefits, funding to assist with rent or lease payments. CSFA should approve TFSCS-Inglewood's SB740 application because it is consistent with the SB740 program's statutory mandate and with CSFA's prior representations that TFSCS-Inglewood could use SB740 funds for Charter School Facilities Program ("CSFP") local match payments.

TFSCS-Inglewood raised these substantive arguments on appeal to CSFA staff, but on January 19, 2018, CSFA staff denied the appeal relying solely upon 4 Cal. Code Regs. § 10170.4(b)(4) ("Section 10170.4(b)(4)"). CSFA's reliance on Section 10170.4(b)(4) to deny TFSCS-Inglewood's application is inconsistent with the statutes governing the SB740 and CSFP programs. CSFA adopted Section 10170.4(b)(4) *after* TFSCS-Inglewood elected to participate in the CSFP. Therefore, CSFA should not retroactively apply Section 10170.4(b)(4) against TFSCS-Inglewood after the school and CSFA already entered into the CSFP funding arrangement that explicitly contemplated

procopio.com



and quantified the school's use of SB740 reimbursement for the CSFP local match. We urge the CSFA Board to remedy this injustice and approve TFSCS-Inglewood's SB740 application.

Factual Background

TFSCS-Inglewood is a public charter school operated by a nonprofit charity called "Today's Fresh Start" that serves a predominantly African American and Latino population who are among the most socioeconomically disadvantaged pupils in the region and state. In an effort to provide these students an improved learning environment, TFSCS-Inglewood underwent the process of renovating its school site located at 3405 W. Imperial Highway, Inglewood, CA 90303 ("Inglewood Facility") with the assistance of state funds through the Charter School Facilities Program ("CSFP"). Today's Fresh Start holds and manages the Inglewood Facility as a trustee for the benefit of the California public school system. Under the CSFP, a schedule of lease payments was established *in lieu* of the local matching share. (See Ed. Code, § 17078.57.)

Until recently, there existed a demonstrable understanding between Today's Fresh Start and CSFA that TFSCS-Inglewood could receive funding under SB740 to assist with these lease payments. CSFA staff made numerous requests (as far back as a decade ago) to Today's Fresh Start for budgetary documentation to evaluate and determine TFSCS-Inglewood's financial soundness to qualify for an apportionment under the CSFP. In every instance the documentation stated and relied upon SB740 for its budget projections and soundness. For example, on October 10, 2012, David S. Weinberg, Analyst at CSFA, specifically requested that Today's Fresh Start provide an adopted budget and financial projections in order for CSFA to complete its financial soundness determination. (See Exhibit 1.)

In response to these requests, Today's Fresh Start submitted comprehensive financial information to CSFA, including multi-year projected budgets through 2017. (See Exhibit 2.) The budgets explicitly project funding under the "Charter School Facility Grant Program (SB740)" for each and every school year as revenue of the school. (Exhibit 2, pgs. 2, 9.) The January 2013 CSFA Staff Summary Report laid out these same revenue projections from 2012 through 2017 as "Total Revenue Available for CSFP Lease Payment," and recommended that the CSFA Board determine TFSCS-Inglewood to be financially sound. (Exhibit 3, pgs. 1, 9.) CSFA thus explicitly affirmed that SB740 funds were "available" for the local match lease payments. CSFA's own financial projections identify SB740 funds as "Revenue Available for CSFP Lease Payments" – the very projections the CSFA Board relied upon in finding Today's Fresh Start financially sound for purposes of receiving the Final Apportionment under the CSFP.

On October 13, 2017, CSFA denied TFSCS-Inglewood's SB740 application based upon Section 10170.4(b)(4).¹ TFSCS-Inglewood submitted an appeal on November 13, 2017 demonstrating that the school's receipt of SB740 funds is entirely consistent with SB740's enabling statute and with CSFA's prior approval of the use of SB740 funds as part of the CSFP. Further,

¹ Section 10170.4(b)(4) was initially promulgated as an emergency regulation in 2015. TFSCS-Inglewood has submitted numerous comments throughout the adoption process objecting to and challenging the enforceability of Section 10170.4(b)(4).



CSFA's reliance on Section 10170.4(b)(4) was misguided because the regulation lacks authority and is inconsistent with SB740's enabling statute.

Two weeks later, CSFA Executive Director Katrina Johantgen responded with a request for evidence that TFSCS-Inglewood is in good standing with its chartering authority. It appeared that CSFA was searching for a technical reason to deny TFSCS-Inglewood's SB740 application in order to avoid having to address the merits of TFSCS-Inglewood's substantive appeal. TFSCS-Inglewood thereafter provided evidence demonstrating its good standing with Inglewood Unified School District. On January 19, 2018, CSFA issued a letter denying TFSCS-Inglewood's appeal by once more citing only to Section 10170.4(b)(4). This appeal is submitted to allow CSFA to remedy its error that robs some of the most socioeconomically disadvantaged children in the state of the funding they are entitled to under law.

TFSCS-Inglewood is Eligible for SB740 Funding under the Enabling Statute

A review of the enabling statute makes clear that TFSCS-Inglewood's facility costs under the CSFP are eligible for funding under SB740. According to this statute, the intent of the SB740 program is "to provide assistance with facilities rent and lease costs for pupils in charter schools." (Ed. Code, § 47614.5(a), emphasis added.) Indeed, the statute provides that the grants funds "shall be used for costs associated with facilities rents and leases," and "may also be used for costs, including, but not limited to, costs associated with remodeling buildings. . . and improving sites." (Ed. Code, § 47614.5(f).) Here, Today's Fresh Start's application sought funding that satisfies both permissible appropriations, namely, to satisfy lease payments related to improvements at its Inglewood Facility. Moreover, not only does the statute explicitly enumerate the permissible purposes for funding sought by Today's Fresh Start, but the statute expressly provides that the funds may be appropriated for other costs as well.

TFSCS-Inglewood's lease payments fall squarely within SB740's statutory parameters. When enacted, the Legislature clearly defined the SB740 program's boundaries. Education Code § 47614.5(e) lists the expenses that SB740 funding may not be applied towards, none of which concern the application submitted by Today's Fresh Start.

It is surprising, therefore, that CSFA denied the application for funding to satisfy lease payments related to improvements to the Inglewood Facility, not on the basis of the statute's proscribed uses, but solely pursuant to a regulation CSFA itself promulgated—namely, Section 10170.4(b)(4).

Section 10170.4(b)(4) Lacks Statutory Authorization and Is Inconsistent with SB740 and the CSFP

Section 10170.4(b)(4) is Inconsistent with Education Code § 47614.5

First, Section 10170.4(b)(4) impermissibly amends and is inconsistent with SB740's well-defined parameters by prohibiting appropriation of SB740 funds for "certain" lease payments. "[A]n agency does not have discretion to promulgate regulations that are inconsistent with the governing statute, alter or amend the statute, or enlarge its scope." (*California School Bds. Assn. v. State Bd. of Education* (2010) 191 Cal.App.4th 530, 544.) Yet, Section 10170.4(b)(4) unequivocally alters and amends Education Code § 47614.5. The Legislature has enumerated expenses excluded from



SB740 funding under Education Code § 47614.5(e). Lease payments qualifying for the CSFP local match are not excepted.

Section 10170.4(b)(4) is also not “reasonably necessary to effectuate the purpose of the statute.” (See, e.g., *Slocum v. State Bd. of Equalization* (2005) 134 Cal.App.4th 969, 974 (“[N]o regulation adopted is valid or effective unless consistent and not in conflict with the statute and reasonably necessary to effectuate the purpose of the statute”).) Thus, were a court to examine the regulation’s inconsistency with the governing statute, it would be the court’s *duty* to strike the regulation down. (See, e.g., *California School Bds. Assn. v. State Bd. of Education* (2010) 191 Cal.App.4th 530, 544.) Accordingly, reliance on Section 10170.4(b)(4) to deny SB740 funding is unsupported here.

Without providing any legal authority or analysis, CSFA concludes in its Statement of Reasons that Section 10170.4(b)(4) is enforceable because appropriating SB740 funds to make CSFP lease payments “could be deemed as ‘double dipping.’” (See Exhibit 4.) CSFA ignores *who* it is that might “deem” that to be so. If it means the CSFA staff itself might “deem” it so, that is quite simple to address. The CSFA staff and Board have already “deemed” that it is *not* impermissible in this instance, because the CSFA already authorized TFSCS’ CSFP project with SB740 assistance explicitly included as part of the local match. In any event, CSFA admits that such a conclusion is by no means certain (i.e., it “*could*” be deemed.) Even ignoring the circumstances where the alleged “double dipping” is allowed to occur under the law, such as how the state can fund construction costs without local matching obligations for small districts that have a local bonding capacity of under \$5,000,000, CSFA’s double-dipping rationale not only lacks legal merit, but defies well-settled law. (See 2 Cal. Code. Regs., § 1859.81(c).)

The time of enactment is instructive here. SB740 was enacted in 2001 to help reimburse lease or rental costs. By comparison, Proposition 55 was passed in 2004. The CSFP, which was enacted years after SB740, *expressly allows* charter schools to make lease payments in lieu of the local matching share. (See Ed. Code, § 17078.57; Exhibit 3.)

Section 10170.4(b)(4) reinterprets the scope of the SB740 program’s lease appropriations in light of *subsequent* legislation. “However, the words of a statute are to be interpreted in the sense in which they would have been understood at the time of the enactment.” (*People v. Cruz* (1996) 13 Cal.4th 764, 778.) Indeed, pursuant to the well-settled rules of statutory construction, a subsequent statute – here, Education Code § 17078.57 – is presumed enacted with an awareness of existing law, and any existing law that is not amended reflects the intent to leave the law as is. (See, e.g., *People v. McClanahan* (1992) 3 Cal.4th 860, 865 (rejecting “draftsman’s oversight” as a rule of statutory construction).)

Thus, SB740 funds are *presumed* to apply to CSFP lease payments. The Legislature made it clear that charter schools could sign a thirty-year lease with the state, like TFSCS-Inglewood did here, in order to meet its CSFP local match obligation. And these lease payments can be made with SB740 funds, because SB740 funds are intended to assist schools with “rent and lease costs.” (Education Code § 47614.5(a).)



Section 10170.4(b)(4) is Inconsistent with Education Code § 17078.57

Section 10170.4(b)(4) is also inconsistent with Education Code § 17078.57, and therefore the regulation cannot and should not be enforced against TFSCS-Inglewood. In pertinent part, Education Code § 17078.57 states that CSFA shall adopt regulations to address how charter schools can satisfy its CSFP local match requirements and that these: "regulations shall comply with all of the following criteria: ... [(a)(1)(B)] The payment process shall permit lump-sum local matching payments and shall permit establishment of a schedule for lease payments to be made in lieu of the local matching share." (Ed. Code § 17078.57, emphasis added.)

Education Code § 17078.57 expressly provides the options that a charter school has when deciding how it will satisfy its local matching share, which includes "lease payments." Here, TFSCS-Inglewood chose to meet its local match obligations by executing the thirty-year lease option *in lieu* of taking a loan or paying the local match in cash. This lease method is an allowable option pursuant to Education Code § 17078.57(a)(1)(B) and it cannot be negated by Section 10170.4(b)(4), a regulation that is inconsistent with the Legislative intent that is clearly set forth in the statute.

Education Code § 17078.57 prohibits the adoption of regulations that are inconsistent with the statute's proscribed options for a charter school to pay its local matching share. Section 10170.4(b)(4) was adopted after the enactment of Education Code § 17078.57. Section 10170.4(b)(4) is inconsistent with Education Code § 17078.57(a)(1)(B) because it restricts a charter school's ability to make lease payments, in this case with SB740 funds, to meet its local match obligations. Therefore, CSFA's reliance on this regulation to deny TFSCS-Inglewood's SB740 application is not only inconsistent with Education Code § 17078.57, but its enforcement is prohibited by operation of law. (See *Slocum v. State Bd. of Equalization* (2005) 134 Cal.App.4th 969, 974 ("[N]o regulation adopted is valid or effective unless consistent and not in conflict with the statute and reasonably necessary to effectuate the purpose of the statute.").)

CSFP Lease Payments are Not Loans under CSFP Statutes or Agreements

CSFA has previously asserted SB740 funding may not be appropriated for CSFP lease payments because the subsequently enacted Education Code § 17078.63(a) refers to CSFP lease payments as a "*loan*", and loans are not eligible for SB740 funding. This argument is flawed for a number of reasons. First and foremost, the parties' Memorandum of Understanding ("MOU") and Funding Agreement, which predate the adoption of Section 10170.4(b)(4) by more than four years, explicitly state in a fully binding manner that "the obligation to make payments does *not* constitute an indebtedness of the Charter School...." (See MOU attached as Exhibit 5, section 2.4 B. "Payments"; see Funding Agreement attached as Exhibit 6, section 2.5 B "Payments".)

Next, even if the MOU did not explicitly state that the payments are not a "loan" or debt service of any kind, legal analysis always begins with the plain language of the statutes under consideration. (*Lungren v. Deukmejian* (1988) 45 Cal.3d 727, 735.) Here, Education Code § 17078.57 explicitly refers to the payments at issue as "*lease payments*". Indeed, the language of Education Code § 17078.57 was revised shortly after enactment to include the term "lease" before "payments" throughout the section, underscoring the Legislature's understanding that the CSFP payments are, in fact and law, *lease payments*. In light of the foregoing, CSFA's reference to and



reliance upon the subsequently enacted Education Code § 17078.63(a) is immaterial. (See, e.g., *Peralta Community College Dist. v. Fair Employment & Housing Com.* (1990) 52 Cal.3d 40, 52 (declaration of later legislation of little weight in determining the relevant intent of the enacting Legislature).) In any event, it does not follow that CSFP lease payments are not a lease merely because a different statute refers to payments made under section 17078.57 as a loan. As the courts have explained, statutory constructions which render some words mere surplusage should be avoided. (*People v. Woodhead* (1987) 43 Cal.3d 1002, 1010.)

Accordingly, CSFA's rationalization that Section 10170.4(b)(4) "is nothing more than clarifying existing law" is without merit. In fact, the Second District Court of Appeal— the appellate district wherein Today's Fresh Start operates —recently rejected the use of qualifying provisions to determine whether a lease is "true" or "genuine" under provisions of the Education Code. In *McGee v. Balfour Beatty Construction, LLC* (2016) 247 Cal.App.4th 235, 244, the court held that employing additional factors to determine whether a lease qualified as a "true" lease under Education Code § 17406 was tantamount to "rewrit[ing] the statute." Section 10170.4(b)(4) is no different. As the court explained in *Estate of Griswold* (2001) 25 Cal.4th 904, 917, "[w]e may not, under the guise of interpretation, insert qualifying provisions not included in the statute."

CSFA Approved TFSCS-Inglewood's Plan to Make CSFP Lease Payments with SB740 Assistance

CSFA Should Grant TFSCS-Inglewood's Appeal Because CSFA Previously Approved the School's Plan to Use SB740 Funds for CSFP Local Match Payments

Today's Fresh Start's CSFP project is roughly \$19 million, and is beneficially owned by the state. That the local match mechanism is a lease is beyond dispute. Education Code § 17078.63 makes clear that the California public school system is the sole beneficiary of the Inglewood Facility and Today's Fresh Start is the trustee of the property. When Today's Fresh Start applied for and obtained Proposition 55 funds under the CSFP, the applicant and State anticipated that the SB740 rent-lease reimbursement would be applied to the annual CSFP lease payments.

Today's Fresh Start provided financial information that *explicitly set forth the expectation* that TFSCS-Inglewood would obtain SB740 funds. (Exhibit 2, pgs. 2, 9; Exhibit 3, pg. 1.) CSFA relied on this information to issue its financial soundness determination that considered the school's ability to pay the matching share based upon the SB740 reimbursement for "lease payments." (Exhibit 3.) Throughout that process, both Today's Fresh Start and CSFA expressed an understanding that TFSCS-Inglewood could use SB740 funds to pay its local match through lease payments.

There was no indication during that process, including when the parties executed funding agreements, that CSFA would subsequently adopt Section 10170.4(b)(4) or any other regulation that would thwart or fundamentally undermine the funding agreement. If Today's Fresh Start was aware that CSFA intended to prohibit the use of SB740 funds for CSFP local match, it could and would have considered other options to fund the improvement of the Inglewood Facility. CSFA made an abrupt about-face by adopting Section 10170.4(b)(4), thus undermining TFSCS-Inglewood's school project.

TFSCS-Inglewood reasonably and detrimentally relied on CSFA's prior representations and approval of the school's use of SB740 funds for CSFP local match payments when it elected to participate in the CSFP. The school chose to apply for CSFP funds to improve its facility believing it



was the most effective option for its students. Without SB740 funding, TFSCS-Inglewood would be forced to use funds that would otherwise be dedicated to serving its at-risk students. If this appeal is denied, the school's participation in the CSFP will end up *harming the school and its students*. This unjust result runs counter to the intended purpose of the CSFP program to support schools like TFSCS-Inglewood.

CSFA Should Not Retroactively Apply Section 10170.4(b)(4)

CSFA should not apply Section 10170.4(b)(4) to deny TFSCS-Inglewood's appeal, because the regulation was adopted well after CSFA approved TFSCS-Inglewood's participation in CSFP and the school's planned use of SB740 funds to satisfy the CSFP local matching share.

It is a longstanding principle in California that statutes operate *prospectively* unless the Legislature has clearly indicated it intended retroactive or retrospective application. (*Western Security Bank v. Superior Court* (1997) 15 Cal. 4th 232, 243.) Government Code § 11343.4 sets forth that administrative regulations may only be applied retroactively in limited circumstances, including pursuant to its enabling statute. None of those limited circumstances are present here.

Section 10170.4(b)(4) was made effective approximately four years *after* CSFA and TFSCS-Inglewood executed the CSFP MOU attached as Exhibit 5. CSFA approved TFSCS-Inglewood for the CSFP program based on the school's financial documentation that expressly indicated it would rely on SB740 funds for the local match. CSFA should not apply Section 10170.4(b)(4) against TFSCS-Inglewood to negate a pre-existing and beneficial aspect of the school's participation in the CSFP.

Further, CSFA can rely on these principles here without "opening the floodgates" on Section 10170.4(b)(4). The universe of similarly-situated SB 740 applicants is quite small—it may be limited to only TFSCS-Inglewood. Although Today's Fresh Start questions the enforceability of Section 10170.4(b)(4), CSFA's approval of TFSCS-Inglewood's SB740 application here would not otherwise invalidate CSFA's ability to apply the regulation prospectively to schools that did not receive CSFA's approval to use SB740 funds for CSFP local match payments.

CSFA Has Not Articulated any Reasonable Justification for A Policy Change on Use of SB740 Funds for CSFP Local Match

CSFA staff appears to justify the policy change limiting the use of SB740 funds simply because it now runs the program—SB740 was previously managed by the California Department of Education ("CDE"). CSFA appears to suggest it was unable to adopt the restrictions of Section 10170.4(b)(4) until it was responsible for management of the SB740 program. However, the fact that CDE ran the program at the time does not absolve CSFA of its responsibility to remedy the harm caused by TFSCS-Inglewood's reasonable reliance on CSFA's representations.

It was CSFA, not CDE, that represented and issued the financial soundness determination that considered TFSCS-Inglewood's ability to pay the local match with SB740 funds (prior to CSFA's adoption of Section 10170.4(b)(4).) Further, CDE played no role whatsoever with regard to TFSCS-Inglewood's SB740 application or the school's CSFP project. The transfer of the SB740 program from CDE to CSFA is beneficial for both parties. It gives CSFA clear authority to approve TFSCS-



Inglewood's SB740 application to ameliorate the distressing harm done to the school and honor its prior approval of the school's planned use of SB740 funds.

Conclusion

CSFA's wrongful denial of TFSCS-Inglewood's SB740 application and attempted retroactive enforcement of Section 10170.4(b)(4) actually harms hundreds of the state's most vulnerable children by obstructing access to funds intended to assist with their school facilities. Today's Fresh Start urges CSFA to grant TFSCS-Inglewood's appeal and award SB740 funds to the charter school.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Lemmo".

John C. Lemmo

Enclosures

JL

cc: Mark Paxson, General Counsel, State Treasurer's Office

EXHIBIT 1

CSFA: Exhibit

STATE OF CALIFORNIA

CALIFORNIA SCHOOL FINANCE AUTHORITY

304 S. Broadway, Suite 550
Los Angeles, CA 90013
Telephone: (213) 620-4467
Fax: (213) 620-6309



October 10, 2012

Dr. Jeanette Parker, Administrator
Today's Fresh Start Charter School - Inglewood
4514 Crenshaw Blvd.
Los Angeles, CA 90043
Via email: drjeanetteparker@aol.com

Dear Dr. Parker:

Pursuant to your request for additional project costs for Final Apportionment under the Charter School Facilities Program, staff of the California School Finance Authority is conducting a review of Today's Fresh Start (TFS) to determine the school's continued financial soundness.

In order to complete our financial soundness review of TFS, please submit the following information and/or documentation.

1. Status of the applicant project, and/or updates regarding the scope, timeline, location and address of the CSFP-funded project, as well as the anticipated date of project occupancy and student capacity;
2. Audited financial statements or unaudited actuals for FY 2012, along with the P-2 report for 2011-12 (all TFS schools);;
3. Adopted Budget for FY 2013, along with assumptions;
4. Updated financial projections through at least two fiscal years after the first full year of project occupancy, along with assumptions. Please ensure that your assumptions include the following general purpose block grant rates of \$5,077, \$5,153 and \$5,306 for grades K-3, 4-6, and 7-8, respectively (current year) and cost of living adjustments on these rates of 0% for each of 2013-14 and 2014-15, and 2.5% for each subsequent year (identify donation/contributions revenue as a separate line item within your revenue audits and projections, where applicable);;
5. Current and projected enrollment, by grade (current enrollment based on CBEDS for 2012-13), through at least the first two fiscal years after the first full year of project occupancy, number of students on the current waiting list, and year-to-year retention rates for the past two academic years;
6. Identification of any changes to the Board of Directors since spring 2012;

Jeanette Parker
Today's Fresh Start
October 10, 2012
Page 2 of 2

7. List of key staff members and copies of resumes for any staff members who have started since Spring 2012;
8. Copy of the current charter, if different than provided previously, and notification of any recent changes to the charter or the memorandum of understanding with the chartering entity.
9. Notification of all material contracts that are in excess of five percent of the charter school's gross revenues and any additional material changes which may have an impact on TFS's financial condition;
10. Status of TFS's reservation of funds for purposes of making a lump sum contribution towards the CSFP-funded project, if applicable; and
11. Current Legal Status Questionnaire (attached).

Please submit the requested information electronically to my email address identified below by October 24, 2012. If you have any questions, please contact me at (213) 620-6360.

Sincerely,



David S. Weinberg, Analyst
Email address: dweinberg@treasurer.ca.gov

Enclosure

EXHIBIT 2

Today's Fresh Start Charter School
Multi-Year Budget Summary
SBE & Inglewood Charters

EXECUTIVE SUMMARY	Budget Type	Ordinal Year					2016-2017 Projected Budget
		Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	
		SACS Code	Projected Budget	Projected Budget	Projected Budget	Projected Budget	
Key Budget and Financial Variables: Enrollment and ADA							
School Enrollment		866	963.75	1125.4	1132.2725	1140.064875	
School ADA at P-2		823	916	1069	1076	1083	
Ratio of P-2 ADA Enrollment		95.0%	95.0%	95.0%	95.0%	95.0%	
A. Revenues:							
State Programs ^(a)		6,366,197	7,019,714	8,192,656	8,381,511	8,589,680	
Federal Programs		683,508	728,490	802,878	806,041	809,627	
Local Programs		-	-	-	-	-	
Total Revenues		7,049,704	7,748,204	8,995,534	9,187,552	9,399,307	
B. Expenditures:							
Certificated Salaries		2,427,658	2,695,767	3,175,696	3,296,188	3,371,345	
Classified Salares		972,749	999,013	1,025,986	1,053,688	1,082,138	
Employee Benefits		558,351	600,364	674,672	692,981	704,308	
Subtotal Compensation Costs		3,958,758	4,295,145	4,876,354	5,042,857	5,157,790	
Books & Supplies		472,011	483,131	533,951	488,835	495,892	
Services & Operational Expenses		1,195,057	1,240,016	1,597,293	1,639,122	1,681,958	
Capital Outlay - Depreciation		-	-	-	-	-	
Other Outgo		-	-	-	-	-	
Direct Support/Indirect Costs		-	-	-	-	-	
Total Expenditures		5,625,826	6,018,292	7,007,598	7,170,814	7,335,640	
Net Operations: Sub Total		1,423,879	1,729,912	1,987,936	2,016,738	2,063,667	
Total							
C. Other Financings/Sources/Uses							
Plus: Loans and Transfers In		-	-	-	-	-	
Less: Transfers Out and Other Uses		-	-	-	-	-	
Net: Total Other Financings		-	-	-	-	-	
Total Net Change		1,423,879	1,729,912	1,987,936	2,016,738	2,063,667	
Beginning Balance		4,844,591	6,268,470	7,998,382	9,986,318	12,003,056	
Ending Balance		6,268,470	7,998,382	9,986,318	12,003,056	14,066,723	

(a) Includes payments made via District for in-lieu property tax funding

**Today's Fresh Start Charter School
Multi-Year Budget Summary**

SBE & Inglewood Charters

Budget Type	SACS Code	Ordinal Year					
		Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
			Projected	Projected	Projected	Projected	Projected
			Budget	Budget	Budget	Budget	Budget
REVENUES							
State Programs							
Charter School General Purpose Block Grant ^(a)		\$ 4,206,216	\$ 4,692,351	\$ 5,478,231	\$ 5,658,642	\$ 5,849,124	
Charter School Categorical Grant Allocations		411,350	457,781	534,565	551,275	568,946	
California Lottery - Restricted Funds - Prop 20: Instructional Mat		10,235	11,929	13,276	15,890	16,387	
California Lottery - Unrestricted Funds - Non-Prop 20		78,349	91,320	101,627	121,640	125,443	
CA Primary (K-3) Class Size Reduction (E.C. 42120 et seq.)		627,264	621,819	740,357	686,635	640,281	
Economic Impact Aid		421,451	464,179	530,152	545,755	562,128	
Subtotal, Major State Programs		5,754,865	6,339,378	7,398,207	7,579,836	7,762,308	
^(a) Includes payments made via District for in-lieu property tax funding							
Other State Programs							
ARRA Funding		-	-	-	-	-	
Other State Revenue		13,139	14,622	17,074	-	-	
Community-Based English Tutoring (CBET) Program		-	-	-	-	-	
Secondary School Counselors		-	-	-	-	-	
Special Education SELPA Funding		167,436	186,335	217,589	224,391	231,584	
Charter School Facility Grant Program (SB740)		430,757	479,379	559,785	577,284	595,788	
Subtotal, Other State Programs		611,331	680,336	794,449	801,675	827,372	
Total State Programs		\$ 6,366,197	\$ 7,019,714	\$ 8,192,656	\$ 8,381,511	\$ 8,589,680	
Federal Programs							
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected		\$ 343,879	\$ 382,695	\$ 446,884	\$ 449,613	\$ 452,707	
NCLB: Title II		19,823	22,060	25,760	25,918	26,096	
NCLB: Title III		34,813	38,743	45,241	45,517	45,831	
NCLB: Title IV		-	-	-	-	-	
Other Federal Programs							
National School Lunch Program		284,993	284,993	284,993	284,993	284,993	
Total Federal Programs		\$ 683,508	\$ 728,490	\$ 802,878	\$ 806,041	\$ 809,627	
Local Programs							
Donations		-	-	-	-	-	
Interest		-	-	-	-	-	
Total Local Programs		-	-	-	-	-	
TOTAL REVENUES		\$ 7,049,704	\$ 7,748,204	\$ 8,995,534	\$ 9,187,552	\$ 9,399,307	

Today's Fresh Start Charter School
Multi-Year Budget Summary
SBE & Inglewood Charters

Budget Type	Ordinal Year		2012-2013 Projected Budget	2013-2014 Projected Budget	2014-2015 Projected Budget	2015-2016 Projected Budget	2016-2017 Projected Budget
	Fiscal Year	SACS					
	Code	Code					
EXPENDITURES							
Certificated Salaries	1000-1999		2,427,658	2,695,767	3,175,696	3,296,188	3,371,345
Classified Salaries	2000-2999		972,749	999,013	1,025,986	1,053,688	1,082,138
Employee Benefits	3000-3999		558,351	600,364	674,672	692,981	704,308
Books & Supplies	4000-4999		472,011	483,131	533,951	488,835	495,892
Services & Operational Expenses	5000-5999		1,195,057	1,240,016	1,597,293	1,639,122	1,681,958
Capital Outlay - Depreciation	6000-6999		-	-	-	-	-
Other Outgo	7100-7299						
Direct Support/Indirect Costs	7300-7399						
TOTAL EXPENDITURES			5,625,826	6,018,292	7,007,598	7,170,814	7,335,640
BUDGET SURPLUS/(DEFICIT)			1,423,879	1,729,912	1,987,936	2,016,738	2,063,667
OTHER FINANCING SOURCES/USES							
Interfund/Transfers	8610-8929	7610-7629					
Sources	8930-8979						
Uses	7630-7699						
TOTAL OTHER FINANCING SOURCES/USES							
NET INCREASES/(DECREASE) IN FUND BALANCE							
			\$ 1,423,879	\$ 1,729,912	\$ 1,987,936	\$ 2,016,738	\$ 2,063,667
FUND BALANCE							
Beginning Fund Balance							
As of July 1, Unaudited	9791		4,844,591	6,268,470	7,998,382	9,986,318	12,003,056
Plus/(Minus) Audit Adjustments	9793						
As of July 1, Audited			4,844,591	6,268,470	7,998,382	9,986,318	12,003,056
Other Restatements	9795						
Net Beginning Balance			4,844,591	6,268,470	7,998,382	9,986,318	12,003,056
Ending Fund Balance, June 30			\$ 6,268,470	\$ 7,998,382	\$ 9,986,318	\$ 12,003,056	\$ 14,066,723
COMPONENTS FOR ENDING FUND BALANCE							
Designated Amounts	9770		225,033	240,732	280,304	286,833	293,426
Designated for Economic Uncertainty							
currently set at greater of \$44,000 or 4% of Total Expenditures:			4%	4%	4%	4%	4%
Other Designations - Food Service Program	9780						
Unappropriated Amount	9790		\$ 6,043,437	\$ 7,757,650	\$ 9,706,014	\$ 11,716,224	\$ 13,773,297
TOTAL COMPONENTS FOR							
Ending Fund Balance, June 30			\$ 6,268,470	\$ 7,998,382	\$ 9,986,318	\$ 12,003,056	\$ 14,066,723

Today's Fresh Start Charter School Inglewood
Supplemental Documents

Today's Fresh Start Charter School
Expenditure Worksheet - Compensation

SBE & Inglewood Charters

Budget Type	Ordinal Year		2013-2014 Projected Budget	2014-2015 Projected Budget	2015-2016 Projected Budget	2016-2017 Projected Budget	Comments
	Fiscal Year	2012-2013					
	SACS Code	Projected Budget					
Certificated Salaries	1000-1999						
Certificated Salaries	1100-1199	2,064,343	2,322,642	2,792,497	2,902,643	2,967,173	(used to project annual revenue increases)
Teachers - Regular Program	1100						
Other Teacher Salaries							
Teacher - Combo Classes	1110	102,195	104,954.47	107,788.24	110,698.52	113,687.38	
Teacher - Special Education	1110	59,597	61,206	62,858	64,555.65	66,298.65	for comparison to Statutory COLA
Substitute Teacher Costs							for comparison to Statutory COLA
Day-to-Day Substitutes	1130						(used to project annual expense increases)
Total Certificated Teacher Salaries	1000-1199	\$ 2,226,135	\$ 2,488,803	\$ 2,963,144	\$ 3,077,897	\$ 3,147,159	
Other Certificated Employee Salaries							Annual revenue per P-2 ADA
Pupil Support Salaries	12xx						Annual revenue per P-2 ADA
Counselor	1211	\$ 47,923	\$ 49,217	\$ 50,546	\$ 51,911	\$ 53,312	
Psychologist	1241	66,560	68,357	70,203	72,098	74,045	
Subtotal	12xx	\$ 114,483	\$ 117,574	\$ 120,749	\$ 124,009	\$ 127,357	Annual revenue per P-2 ADA
School Administrator Salaries	13xx						
Principal	1341	\$ 87,040	\$ 89,390	\$ 91,804	\$ 94,282	\$ 96,828	
Vice Principal	1351	-	-	-	-	-	
Subtotal	13xx	\$ 87,040	\$ 89,390	\$ 91,804	\$ 94,282	\$ 96,828	
TOTAL CERTIFICATED SALARIES	1000-1999	\$ 2,427,658	\$ 2,695,767	\$ 3,175,696	\$ 3,296,188	\$ 3,371,345	
Classified Compensation Costs	2000-2999						
Classified Salaries	2000-2999						
Non-Certificated Instructional Salaries	21xx						
Paraprofessional	2111	255,590	262,491	269,579	276,857	284,332	
Teacher Assistant	2121	31,949	32,811	33,697	34,607	35,542	
Subtotal	21xx	287,539	295,303	303,276	311,464	319,874	
Pupil Support Salaries	22xx						
Maintenance	2261	79,872	82,029	84,243	86,518	88,854	
Other (Identify)	2291	-	-	-	-	-	
Subtotal	22xx	\$ 79,872	\$ 82,029	\$ 84,243	\$ 86,518	\$ 88,854	
Administrator Salaries	23xx						
Site Coordinator	2341	53,606	55,054	56,540	58,067	59,635	
Superintendent	23x1	184,218	189,191	194,300	199,546	204,933	
Subtotal	23xx	\$ 237,824	\$ 244,245	\$ 250,840	\$ 257,613	\$ 264,568	
Clerical, Technical & Other Office Employee Salaries	24xx						
Administrative Assistant	2421	87,040	89,390	91,804	94,282	96,828	
Clerk	2441	230,400	236,621	243,010	249,571	256,309	
Computer Technical Support Staff	2451	50,074	51,426	52,814	54,240	55,705	
Subtotal	24xx	367,514	377,436	387,627	398,093	408,842	
Subtotal Classified Salaries Cost		\$ 972,749	\$ 999,013	\$ 1,025,986	\$ 1,053,688	\$ 1,082,138	
TOTAL ALL CLASSIFIED WAGES	2000-2999	\$ 972,749	\$ 999,013	\$ 1,025,986	\$ 1,053,688	\$ 1,082,138	

**Today's Fresh Start Charter School
Expenditure Worksheet - Employee Benefits**

SBE & Inglewood Charters

Budget Type	Ordinal Year		2012-2013 Projected Budget	2013-2014 Projected Budget	2014-2015 Projected Budget	2015-2016 Projected Budget	2016-2017 Projected Budget
	Fiscal Year	SACS					
	Code	Code					
Retirement Options							
Social Security		3301-3302	210,825	229,076	260,504	269,692	276,116
Alternative Retirement		3901-3902					
Total Retirement Costs			\$ 210,825	\$ 229,076	\$ 260,504	\$ 269,692	\$ 276,116
Other Mandated Benefits							
Medicare		3301-3302	49,306	53,574	60,924	63,073	64,575
State Unemployment (SUI/SEF)		3501-3502	24,483	26,602	30,252	31,319	32,065
Workers Compensation (WC)		3601-3602	104,392	113,430	128,992	133,541	136,722
Total Mandatory Benefit Costs			\$ 178,181	\$ 193,606	\$ 220,168	\$ 227,934	\$ 233,362
Health Benefits							
Combined H/D/V estimate		3400	169,344	177,682	193,999	195,355	194,829
Other (Identify)		3400	-	-	-	-	-
Total Health Benefit Costs			\$ 169,344	\$ 177,682	\$ 193,999	\$ 195,355	\$ 194,829
Total Benefit Costs			558,351	600,364	674,672	692,981	704,308

**Today's Fresh Start Charter School
Expenditure Worksheet - Books and Supplies**

SBE & Inglewood Charters

Budget Type	Ordinal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
	Fiscal Year					
	SACS Code					
		Projected Budget				
Approved Textbooks and Core Curricula Materials	4100					
Textbooks (students)	4100	79,789	78,512	109,964	60,391	62,755
Textbooks (teachers)	4100	0	0	0	0	0
Other (Identify)	4100	0	0	0	0	0
Subtotal, Approved Textbooks and Core Curricula Materials		79,789	78,512	109,964	60,391	62,755
Books and Other Referenced Materials	4200					
Library Books	4200					
Other Books (students)	4200					
Other Books (teachers)	4200					
Other (Identify)	4200					
Subtotal, Books and Other Reference Materials		\$ -				
Materials and Supplies	4300					
Custodial Supplies	4330					
Instructional Supplies	4310	68,305	78,067	93,622	96,737	100,033
Office Supplies	4320	13,661	15,613	18,724	19,347	20,007
Other: Annual Amount	4360	25,264	25,946	26,647	27,366	28,105
Subtotal, Materials and Supplies		\$ 107,230	\$ 119,627	\$ 138,994	\$ 143,451	\$ 148,145
Non Capitalized Equipment	4400					
A/V equipment: Tape/CD Player	4400					
Other Replacement Allocation	4400					
Subtotal, Non Capitalized Equipment		\$ -				
Food for Student Nutrition	4700					
NSLP Meal costs	4400					
After-School Program Snacks	4700					
Food Service Program	4700	284,993	284,993	284,993	284,993	284,993
Subtotal, Food for Student Nutrition		\$ 284,993				
Total Books and Supplies	4000-4999	\$ 472,011	\$ 483,131	\$ 533,951	\$ 488,835	\$ 495,892

**Today's Fresh Start Charter School
Expenditure Worksheet - Services and Operational Expenses**

SBE & Inglewood Charters

Budget Type	Ordinal Year		2012-2013 Projected Budget	2013-2014 Projected Budget	2014-2015 Projected Budget	2015-2016 Projected Budget	2016-2017 Projected Budget
	Fiscal Year	SACS					
	Code						
Professional Services of Instructional Consultants, Lecturers & Others							
Instructional Consultant - Special Education	5101		10,516	10,800	11,092	11,392	11,699
Education Consultant	5102		21,074	21,643	22,227	22,828	23,444
Professional Development Consultant	5199		51,761	53,158	54,594	56,068	57,581
Subtotal of Personal Services of Instructional Consultants, L			\$ 83,351.32	\$ 85,601.81	\$ 87,913.05	\$ 90,286.71	\$ 92,724.45
Travel and Conferences							
Conference	5210		10,516	10,800	11,092	11,392	11,699
Mileage	5220		2,103	2,160	2,218	2,278	2,340
Travel	5230		3,470	3,564	3,660	3,759	3,860
Subtotal of Travel and Conference			\$ 16,090.01	\$ 16,524.44	\$ 16,970.60	\$ 17,428.81	\$ 17,899.38
Dues and Membership							
(CCSA) California Charter Schools Association	5310		3,646	4,168	4,998	5,164	5,340
Other (Identify)	5340		-	-	-	-	-
Subtotal of Dues and Memberships			\$ 3,646	\$ 4,168	\$ 4,998	\$ 5,164	\$ 5,340
Insurance	5400		78,461	89,675	107,544	111,122	114,908
Operation and Housekeeping Services							
Custodial, Gardening & Maintenance Services	5510		1,541	1,582	1,625	1,669	1,714
Fire Extinguisher Maintenance Service	5520		1,232	1,266	1,300	1,335	1,371
Security Alarm Monitoring Service	5530		1,541	1,582	1,625	1,669	1,714
Pest Control Service	5540		1,541	1,582	1,625	1,669	1,714
Utilities							
Electricity	5553		35,000	35,945	36,916	37,912	38,936
Gas	5552		20,581	21,137	21,707	22,294	22,895
Combined Estimate	5550		-	-	-	-	-
Subtotal of Utilities			61,435	63,094	64,797	66,547	68,344
Subtotal of Operations and Housekeeping Services			\$ 61,435	\$ 63,094	\$ 64,797	\$ 66,547	\$ 68,344
Rentals, Leases, Repairs and Noncapitalized Improvements							
Copiers/Equipment (lease/rental)	5610		16,403	16,846	17,301	17,768	18,248
Computers and printers	5620		25,313	25,997	26,699	27,420	28,160
Property (lease/rental)	5630		619,164	635,881	953,050	978,783	1,005,210
Subtotal of Rentals, Leases, Repairs and Noncapitalized Imprc			\$ 660,881	\$ 678,725	\$ 997,050	\$ 1,023,970	\$ 1,051,618

Today's Fresh Start Charter School
Expenditure Worksheet - Services and Operational Expenses

SBE & Inglewood Charters

Budget Type	Ordinal Year						
	Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
	SACS	Projected	Projected	Projected	Projected	Projected	
	Code	Budget	Budget	Budget	Budget	Budget	
Professional/Consulting Services and Operating Expense							
Accounting	5801	18,991	19,504	20,031	20,571	21,127	
Advertising	5802	10,537	10,822	11,114	11,414	11,722	
Audit Services	5803	12,570	12,910	13,258	13,616	13,984	
Business Services	5804	73,000	73,000	73,000	73,000	73,000	
Credentialing	58xx	5,258	5,400	5,546	5,696	5,850	
District Financial Oversight Fee	5805	46,776	52,301	61,328	63,299	65,381	
Field Trips	58xx	3,153	3,238	3,325	3,415	3,507	
Fingerprinting	58xx	4,145	4,636	5,522	5,736	5,865	
Legal Services	5808	31,549	32,401	33,276	34,175	35,097	
Medical Physical	58xx	17,932	18,920	20,657	20,802	20,746	
Noninstructional Consultant Services	58xx	-	-	-	-	-	
Other Operating Expenses	58xx	-	-	-	-	-	
Printing	58xx	5,258	5,400	5,546	5,696	5,850	
Student Information Services	5811	12,570	12,910	13,258	13,616	13,984	
Temporary Services	58xx	30,000	30,810	31,642	32,496	33,374	
Web Design & Hosting	5813	1,582	1,624	1,668	1,713	1,759	
Subtotal of Professional/Consulting Services and Operating Exp		273,322	283,876	299,172	305,246	311,245	
Communications							
Postage and Shipping	5930	5,299	5,442	5,589	5,740	5,895	
Telephone	5910	12,570	12,910	13,258	13,616	13,984	
Subtotal of Communications		17,870	18,352	18,848	19,357	19,879	
Total Services & Operational Expenses		5000-5999	\$ 1,195,057	\$ 1,240,016	\$ 1,597,293	\$ 1,639,122	\$ 1,681,958

**Today's Fresh Start Charter School
Key Variable Worksheet - State Funding Data**

SBE & Inglewood Charters

Ordinal Year	SBE & Inglewood Charters					Comments
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
	Projected	Projected	Projected	Projected	Projected	
Budget Typ:	Budget	Budget	Budget	Budget	Budget	
Financial Projection Factors						
Statutory COLA	0.00%	0.00%	0.00%	2.50%	2.50%	(used to project annual revenue increases)
<i>current as of</i>	1/30/2012	1/30/2012	1/30/2012	1/30/2012	1/30/2012	
Special Education Base Deficit	0.00%	0.00%	0.00%	0.00%	0.00%	
Categorical COLA	2.40%	2.40%	2.40%	2.40%	2.40%	for comparison to Statutory COLA
Transportation COLA	2.60%	2.60%	2.60%	2.60%	2.60%	for comparison to Statutory COLA
California CPI	2.70%	2.70%	2.70%	2.70%	2.70%	(used to project annual expense increases)
California Funding Deficit Factor	100.00%	100.00%	100.00%	100.00%	100.00%	(used to project annual revenue increases)
Charter School General Purpose Block Grant Allocations						
Grades K-3	\$ 5,077	\$ 5,077	\$ 5,077	\$ 5,204	\$ 5,334	Annual revenue per P-2 ADA
Grades 4-6	5,153	5,153	5,153	5,282	5,414	Annual revenue per P-2 ADA
Grades 7-8	5,306	5,306	5,306	5,439	5,575	Annual revenue per P-2 ADA
Charter School Categorical Block Grant Allocations						
Grades K-3	\$ 500	\$ 500	\$ 500	\$ 513	\$ 525	Annual revenue per P-2 ADA
Grades 4-6	500	500	500	513	525	Annual revenue per P-2 ADA
Grades 7-8	500	500	500	513	525	Annual revenue per P-2 ADA
California Lottery Note: Lottery Funding is not tied to the Statutory COLA, depending instead on actual lottery sales.						
Restricted Funds - Prop 20: Instructional Materia	\$ 14.50	\$ 14.50	\$ 14.50	\$ 14.86	\$ 15.23	Annual revenue per prior year actual ADA
Unrestricted Funds - Non-Prop 20	\$ 111.00	\$ 111.00	\$ 111.00	\$ 113.78	\$ 116.62	Annual revenue per prior year actual ADA
CA Primary (K-3) Class Size Reduction (E.C. 52120 et seq.)						
Full Day Program	\$ 1,089	\$ 1,089	\$ 1,089	\$ 1,116	\$ 1,144	Annual revenue per pupil in program, grades K-3
Half Day Program	544	544	544	558	572	Annual revenue per pupil in program, grades K-3
In Lieu of Economic Impact Aid (revised per AB 1881, 1802 and SB 1131 in 2006)						
Per Eligible Student (ED + EL + bonus factor)	\$ 333	\$ 342	\$ 351	\$ 360	\$ 369	Startup charter receive Y1 funds based on cur yr
(a) minimum grant amount, 1-9 students	5,092	5,092	5,092	5,219	5,350	For schools with fewer than 10 qualifying pupils
(b) minimum grant amount, 10 or more students	8,823	8,823	8,823	9,044	9,270	For schools with 10 or more qualifying pupils
Other State Programs						
Arts and Music Block Grant						
Funding per K-12 ADA participant	15.97	15.97	15.97	16	17	Annual revenue per P-2 ADA
Minimum Grant (20+ students)	3,349	3,349	3,349	3,433	3,519	
Community-Based English Tutoring (CBET) Prog	-	-	-	-	-	Annual revenue per English Learner
Secondary School Counselors	60.28	60.28	60.28	61.79	63.33	Annual revenue per G7-12 CBEDS; minimum funding
Special Education SELPA Funding	203.52	203.52	203.52	208.61	213.82	AB602 funds; funding rate/ADA varies by SELPA
Charter School Facility Grant Program (SB740)	497.41	497.41	497.41	509.85	522.59	

Today's Fresh Start Charter School
Key Variable Worksheet - State Funding Data

SBE & Inglewood Charters

Ordinal Year						
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
	Projected	Projected	Projected	Projected	Projected	
Budget Type	Budget	Budget	Budget	Budget	Budget	Comments
Financial Projection Factors						
Federal Consumer Price Index	2.20%	2.20%	2.20%	2.20%	2.20%	Source: <http://www.cbo.gov>
	<i>current as of</i> 5/20/2010	9/27/2010	9/27/2010	9/27/2010	9/27/2010	
GDP Price Index	1.80%	1.80%	1.80%	1.80%	1.80%	(same as above)
Employment Cost Index	3.30%	3.30%	3.30%	3.30%	3.30%	(same as above)
Unemployment Rate	5.00%	5.00%	5.00%	5.00%	5.00%	(same as above)
Three-Month Treasury Bill Rate	4.40%	4.40%	4.40%	4.40%	4.40%	(same as above)
Ten-Year Treasury Note Rate	3.70%	3.70%	3.70%	3.70%	3.70%	(same as above)
NCLB: Title, Part A, Basic Grants Low-Income and Neglected						
Base Allocation	\$ 441	\$ 441	\$ 441	\$ 441	\$ 441	Annual revenue per eligible pupil
Percentage of Eligible Students	90%	90%	90%	90%	90%	Estimated
NCLB: Title III	134	134	134	134	134	Annual revenue per EL pupil
NCLB: Title II	23	23	23	23	23	Annual revenue per eligible pupil

Today's Fresh Start Charter School
Key Variable Worksheet - State Funding Data

SBE & Inglewood Charters

Ordinal Year						
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
	Projected	Projected	Projected	Projected	Projected	
Budget Type	Budget	Budget	Budget	Budget	Budget	Comments
Local Revenue Variables						
Local Cost of Living Allowance	2.70%	2.70%	2.70%	2.70%	2.70%	
	<i>current as of</i> 5/20/2010	9/27/2010	9/27/2010	9/27/2010	9/27/2010	
Donations						
(Identify)	\$ -	\$ -	\$ -	\$ -	\$ -	
(Identify)	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Donations	\$ -	\$ -	\$ -	\$ -	\$ -	
Interest						
Annual Interest Income	\$ -	\$ -	\$ -	\$ -	\$ -	
Other Local Programs						
(Identify)	\$ -	\$ -	\$ -	\$ -	\$ -	

Today's Fresh Start Charter School
Key Variable Worksheet - School Staffing Data

SBE & Inglewood Charters

Budget Type	Ordinal Year		Fiscal Year		Projected Budget	
	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	Projected Budget
	Projected Budget					
Certificated Staff						
Teacher Staffing Ratios (Regular Program)						
Kindergarten	1/20	1/20	1/20	1/20	1/20	1/20
1st Grade	1/20	1/20	1/20	1/20	1/20	1/20
2nd Grade	1/20	1/20	1/20	1/20	1/20	1/20
3rd Grade	1/25	1/25	1/25	1/25	1/25	1/25
4th Grade	1/25	1/25	1/25	1/25	1/25	1/25
5th Grade	1/25	1/25	1/25	1/25	1/25	1/25
6th Grade	1/25	1/25	1/25	1/25	1/25	1/25
7th Grade	1/25	1/25	1/25	1/25	1/25	1/25
8th Grade	1/25	1/25	1/25	1/25	1/25	1/25
Teachers - Other Certificated (Electives, Special Education, etc)						
Combo Class	0	0	0	0	0	0
Special Education	1/975	1/975	1/975	1/975	1/975	1/975
Teacher Staff Projection						
Teachers - Regular Program (FTE)						
Kindergarten	9	6	7	7	7	7
1st Grade	8	8	11	7	6	6
2nd Grade	6	8	8	10	6	6
3rd Grade	6	6	8	8	10	10
4th Grade	4	5	5	6	6	6
5th Grade	3	4	4	4	6	6
6th Grade	3	3	4	4	4	4
7th Grade	2	3	3	4	4	4
8th Grade	1	2	2	2	3	3
Subtotal, Regular Programs	40	44	52	52	52	52
Teachers - Other Certified (Electives, Special Education, etc)						
Combo Class	2	2	2	2	2	2
Special Education	1	1	1	1	1	1
Subtotal, Other Certificated Teachers	3	3	3	3	3	3
Total All Teachers	43	47	55	55	55	55
Other Certificated Employee Staffing (FTEs)						
Pupil Support Staffing						
Counselor	1.00	1.00	1.00	1.00	1.00	1.00
Librarian	0.00	0.00	0.00	0.00	0.00	0.00
Psychologist	1.00	1.00	1.00	1.00	1.00	1.00
School Administrator Staffing						
Principal	1.00	1.00	1.00	1.00	1.00	1.00
Vice Principal	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Certificated (Non-Teaching) FTEs	3.00	3.00	3.00	3.00	3.00	3.00
Total Certificated Staff	46	50	58	58	58	58

**Today's Fresh Start Charter School
Key Variable Worksheet - School Staffing Data**

SBE & Inglewood Charters					
Ordinal Year					
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
	Projected	Projected	Projected	Projected	Projected
Budget Type	Budget	Budget	Budget	Budget	Budget
Classified Employee Staffing (FTEs)					
Classified Salaried Staff					
Non-Certificated Instructional Staffing					
Paraprofessional	12.00	12.00	12.00	12.00	12.00
Teacher Assistant	2.00	2.00	2.00	2.00	2.00
Pupil Support Staffing					
Maintenance	5.00	5.00	5.00	5.00	5.00
Other (Identify)	0	0	0	0	0
Administrator Staffing					
Site Coordinator	1.00	1.00	1.00	1.00	1.00
Superintendent	1.00	1.00	1.00	1.00	1.00
Clerical, Technical & Other Employee Staffing					
Administrative Assistant	1.00	1.00	1.00	1.00	1.00
Clerk	9.00	9.00	9.00	9.00	9.00
Computer Technical Support Staff	1.00	1.00	1.00	1.00	1.00
Total Salaried Site Staff	32.00	32.00	32.00	32.00	32.00
Total All Staff	78.40	82.26	89.81	90.44	90.20

**Today's Fresh Start Charter School
Key Variable Worksheet - School Staffing Data**

SBE & Inglewood Charters

	Ordinal Year		Fiscal Year					Comments
	Fiscal Year		2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
	SACS		Projected	Projected	Projected	Projected	Projected	
	Budget	Code	Budget	Budget	Budget	Budget	Budget	
Salary and Wage COLA Table								all wage increases are per Salary COLA
CA CPI (reference value)			2.7%	2.7%	2.7%	2.7%	2.7% copied from KV_State	
School Seniority COLA			2.0%	2.0%	2.0%	2.0%	2.0% annual retention increase	
Subtotal			4.7%	4.7%	4.7%	4.7%	4.7% sum of preceding components	
Maximum COLA School will pay			4.0%	4.0%	4.0%	4.0%	4.0% (limit for cost containment)	
Total Annual Salary COLA			4.7%	4.7%	4.7%	4.7%	4.7%	
Teacher Salaries								11xx
Average Teacher Cost - Regular	1110	\$	51,098	\$ 52,477	\$ 53,894	\$ 55,349	\$ 56,844	
Teacher Hourly Equivalent Rate	1120	\$	40.55	\$ 41.65	\$ 42.77	\$ 43.92	\$ 45.11	Based on an 8 hour work day
Substitute Teacher Cost	1130	\$	133	\$ 137	\$ 140	\$ 140	\$ 140	
Teacher Daily Equivalent Rate	1120	\$	284	\$ 291	\$ 299	\$ 299	\$ 299	Based on a 183 day work year
Other Teacher Salaries								1110
Teacher - Combo Class	1110	\$	51,098	\$ 52,477	\$ 53,894	\$ 55,349	\$ 56,844	
Teacher - Special Education	1110	\$	59,597	\$ 61,206	\$ 62,858	\$ 64,556	\$ 66,299	
Pupil Support Salaries								12xx
Counselor	1211	\$	47,923	\$ 49,217	\$ 50,546	\$ 51,911	\$ 53,312	
Psychologist	1241	\$	66,560	\$ 68,357	\$ 70,203	\$ 72,098	\$ 74,045	
School Administrator Salaries								13xx
Principal	1341	\$	87,040	\$ 89,390	\$ 91,804	\$ 94,282	\$ 96,828	
Vice Principal	1351	\$	63,898	\$ 65,623	\$ 67,395	\$ 69,214	\$ 71,083	
Classified Employee Salaries								2000-2999
Non-Certificated Instructional Salaries								21xx
Paraprofessional	2111	\$	21,299	\$ 21,874	\$ 22,465	\$ 23,071	\$ 23,694	
Teacher Assistant	2121	\$	15,974	\$ 16,406	\$ 16,849	\$ 17,304	\$ 17,771	
Pupil Support Salaries								22xx
Maintenance	2261	\$	15,974	\$ 16,406	\$ 16,849	\$ 17,304	\$ 17,771	
Other (Identify)	2291	\$		\$				
Administrator Salaries								23xx
Site Coordinator	2341	\$	53,606	\$ 55,054	\$ 56,540	\$ 58,067	\$ 59,635	
Superintendent	23x1	\$	184,218	\$ 189,191	\$ 194,300	\$ 199,546	\$ 204,933	
Clerical, Technical, & Other Employee								24xx
Administrative Assistant	2421	\$	87,040	\$ 89,390	\$ 91,804	\$ 94,282	\$ 96,828	
Clerk	2441	\$	25,600	\$ 26,291	\$ 27,001	\$ 27,730	\$ 28,479	
Computer Technical Support Staff	2451	\$	50,074	\$ 51,426	\$ 52,814	\$ 54,240	\$ 55,705	

Today's Fresh Start Charter School Inglewood
Supplemental Documents

**Today's Fresh Start Charter School
Key Variable Worksheet - Employee Benefit Data**

SBE & Inglewood Charters

Ordinal Year		Fiscal Year					Comments
Budget Type	Use?	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017	
		Projected Budget					
Retirement Options							
State Teachers Retirement	N	0.00%	0.00%	0.00%	0.00%	0.00%	paid to all certificated employees
Other Certificated Retirement	N	0.00%	0.00%	0.00%	0.00%	0.00%	paid to all certificated employees
Public Employee Retirement	N	0.00%	0.00%	0.00%	0.00%	0.00%	paid to all classified employees
Social Security (OASDI)	Y	6.20%	6.20%	6.20%	6.20%	6.20%	paid to all employees (no STRS/PERS)
Alternative Retirement Plan	N	0.00%	0.00%	0.00%	0.00%	0.00%	paid to participate to be described
Other Mandatory Benefits							
Medicare	Y	1.45%	1.45%	1.45%	1.45%	1.45%	no limit on contribution; both employee and employer must pay
State Unemployment (SUI/SEF)	Y	0.72%	0.72%	0.72%	0.72%	0.72%	
Worker's Compensation (WC)	Y	3.07%	3.07%	3.07%	3.07%	3.07%	
Health Benefits							
Average Rise in Private Health Care Insurance Costs	Y	4.8%	4.8%	4.8%	4.8%	4.8%	Source: Center for medicate/Medicare Services
Maximum Increase Paid by School	n/a	7.0%	7.0%	7.0%	7.0%	7.0%	
Annual Health Benefits COLA	n/a	4.3%	4.8%	4.8%	4.8%	4.8%	
Apportionment of Benefit Costs							
Combined H/D/V estimate	Y	180	180	180	180	180	Combined monthly award per 0.75+FTE for health
Other (Identify)	N	0	0	0	0	0	dental & vision benefits.

Today's Fresh Start Charter School Inglewood
Supplemental Documents

Today's Fresh Start Charter School
Key Variable Worksheet - Books & Supplies

SBE & Inglewood Charters

Budget Type	Code	Ordinal Year					Comments	
		Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016		2016-2017
		SACS	Projected	Projected	Projected	Projected		Projected
		Budget	Budget	Budget	Budget	Budget		
Approved Textbooks and Core Curricula Materials								
Textbooks (students)	4100	\$ 315.49	\$ 324.01	\$ 332.76	\$ 341.75	\$ 350.97	Annual amount per new student & 15% per pupil replacement	
Textbooks (teachers)	4100	-	-	-	-	-	Annual amount per teacher	
Other (Identify)	4100	-	-	-	-	-	Annual amount for all texts	
Books and Other Reference Materials								
Library Books	4200	-	-	-	-	-	Annual amount per new student	
Other Books (students)	4200	-	-	-	-	-	Annual amount per new student	
Other Books (teachers)	4200	-	-	-	-	-	Annual amount per new teacher	
Other (Identify)	4200	-	-	-	-	-		
Materials and Supplies								
Custodial Supplies	4330	-	-	-	-	-	Annual amount per student	
Instructional Supplies (students)	4310	78.87	81.00	83.19	85.44	87.74	Annual amount per student	
Instructional Supplies (teachers)	4310	26.29	27.00	27.73	28.48	29.25	Annual amount per teacher	
Office Supplies (students)	4320	15.77	16.20	16.64	17.09	17.55	Annual amount per student	
Other Misc Supplies Schoolwide	4360	25,264	25,948	26,647	27,366	28,105	Annual amount	
Non Capitalized Equipment								
A/V equipment: Tape/CD Player	4400	-	-	-	-	-	replace every 5 years	
A/V equipment: Tape/CD Player, no purchased	4400	-	-	-	-	-		
Other Replacement Allocation	4400	-	-	-	-	-		
Food for Student Nutrition								
NSLP Meal Cost	4700	-	-	-	-	-		
After-School Program Snacks	4700	-	-	-	-	-		
Food Service Program	4700	-	-	-	-	-		

Today's Fresh Start Charter School Inglewood
Supplemental Documents

Today's Fresh Start Charter School
Key Variable Worksheet - Operating Costs

SBE & Inglewood Charters

Budget Type	Code	Ordinal Year					Budget	Comments
		Fiscal Year		2014-2015		2015-2016		
		2012-2013	2013-2014	Projected	Projected	Projected		
		Projected	Projected	Projected	Projected	Projected		
		Budget	Budget	Budget	Budget	Budget		
Personal Services of Instructional Consultants, Lecturers & Others								
	Instructional Consultant Special Education	5101	10,516	\$ 10,800	\$ 11,092	\$ 11,392	11,699	Estimated annual cost
	Education Consultant	5102	1,756	\$ 1,804	\$ 1,852	\$ 1,902	1,954	Estimated monthly expense (12 mos/yr)
	Professional Development Consultant	5199	4,313	\$ 4,430	\$ 4,549	\$ 4,672	4,798	Estimated monthly expenses (10 mos/yr)
Travel and Conference								
	Conferences	5210	\$ 10,516	\$ 10,800	\$ 11,092	\$ 11,392	11,699	Estimated annual cost
	Mileage	5220	2,103	2,160	2,218	2,278	2,340	Estimated annual cost
	Travel	5230	3,470	3,564	3,660	3,759	3,860	Estimated annual cost
	Other: Combined Estimate	5200	-	-	-	-	-	Estimated annual cost
Dues and Memberships								
	(CCSA) California Charter Schools Association	5310	\$ 4.21	\$ 4.32	\$ 4.44	\$ 4.56	5	Estimated annual cost per pupil
	Other (Identify)	5340	-	-	-	-	-	Estimated annual cost
Insurance								
	Combined Estimate	5400	\$ 90.60	\$ 93.05	\$ 95.56	\$ 98.14	101	Estimated annual cost per pupil
Operation and Housekeeping Services								
	Custodial, Gardening & Maintenance Services	5510	\$ 154	\$ 158	\$ 162	\$ 167	171	Estimated monthly expense (10 mos/yr)
	Fire Extinguisher Maintenance Service	5520	\$ 103	\$ 105	\$ 108	\$ 111	114	Estimated monthly expense (12 mos/yr)
	Security Alarm Monitoring Service	5530	\$ 128	\$ 132	\$ 135	\$ 139	143	Estimated monthly expense (12 mos/yr)
	Pest Control	5540	\$ 128	\$ 132	\$ 135	\$ 139	143	Estimated monthly expense (12 mos/yr)
Utilities								
	Electricity	5550						
	Electricity	5553	\$ 2,917	\$ 2,995	\$ 3,076	\$ 3,159	3,245	Estimated monthly expense
	Gas	5552	1,715	1,761	1,809	1,858	1,908	Estimated monthly expense
	Combined Estimate	5550						Estimated monthly expense

Today's Fresh Start Charter School Inglewood
Supplemental Documents

Today's Fresh Start Charter School
Key Variable Worksheet - Operating Costs

SBE & Inglewood Charters							
Ordinal Year							
Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017		
SACS	Projected	Projected	Projected	Projected	Projected		
Budget Type	Code	Budget	Budget	Budget	Budget	Budget	Comments
Rentals, Leases, Repairs and Noncapitalized Improvements							
Copier/Equipment (lease/rental)	5610	\$ 1,367	\$ 1,404	\$ 1,442	\$ 1,481	\$ 1,521	Estimated monthly expense
Computer and printers	5620	2,109	2,166	2,225	2,285	\$ 2,347	Estimated monthly expense
Property (lease/rental)	5630	51,597	52,990	79,421	81,565	\$ 83,767	Estimated monthly expense
Site #1		47,225	48,500	74,810	76,829	\$ 78,904	Per lease agreement
Site #2		3,872	3,977	4,084	4,194	\$ 4,307	Per lease agreement
Site #3		500	514	527	542	\$ 556	Parking
Professional/Consulting Services & Operating Expenses							
District Financial Oversight Fee Rate	5805	1.0%	1.0%	1.0%	1.0%	1.0%	Percentage of Combined State Grant funds
Accounting	5801	1,583	1,625	1,669	1,714	\$ 1,761	Estimated monthly expense
Advertising	5802	878	902	926	951	\$ 977	Estimated monthly expense
Audit Services	5803	1,048	1,076	1,105	1,135	\$ 1,165	Estimated monthly expense
Business Services	5804	73,000	73,000	73,000	73,000	\$ 73,000	Estimated annual cost
Credentialing	58xx	5,258	5,400	5,546	5,696	\$ 5,850	Estimated annual cost
Field Trip	58xx	3,153	3,238	3,325	3,415	\$ 3,507	Estimated annual cost
Fingerprinting	58xx	96	98	101	103	\$ 106	Estimated annual cost per teacher
Legal Services	5808	2,629	2,700	2,773	2,848	\$ 2,925	Estimated monthly expense
Medical Physical	58xx	230	230	230	230	\$ 230	Estimated annual cost per staff
Noninstructional Consultant Services	58xx						Estimated annual cost
Other Operating Expenses	58xx						Estimated annual cost
Printing	58xx	5,258	5,400	5,546	5,696	\$ 5,850	Estimated annual cost
Student Information System	5811	1,048	1,076	1,105	1,135	\$ 1,165	Estimated monthly expense
Temporary Services	58xx	2,500	2,568	2,637	2,708	\$ 2,781	Estimated monthly expense
Web Design & Hosting	5813	1,582	1,624	1,668	1,713	\$ 1,759	Estimated annual cost
Communications							
Postage and Shipping	5930	442	454	\$ 466	\$ 478	\$ 491	Estimated monthly expense
Telephone	5910	1,048	1,076	\$ 1,105	\$ 1,135	\$ 1,165	Estimated monthly expense

**Today's Fresh Start Charter School
Key Variables Worksheet - Student Demographic**

SBE & Inglewood Charters

	Year					
	Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
		Actual CBEDS	Projected CBEDS	Projected CBEDS	Projected CBEDS	Projected CBEDS
Summary of All Enrollment by Grade						
Kindergarten		172	124	140	120	120
1st Grade		167	163	218	133	114
2nd Grade		124	159	163	207	129
3rd Grade		113	125	159	155	197
4th Grade		101	114	118	151	147
5th Grade		68	102	107	112	143
6th Grade		63	69	96	102	106
7th Grade		43	64	65	91	97
8th Grade		15	44	60	61	87
Total		866	964	1125	1132	1140
Summary of All Enrollment by Grade Group						
Grades K-3		576	571.0	679.9	615.1	559.6
Grades 4-6		232	284.9	321.1	364.6	397.0
Grades 7-8		58	107.9	124.5	152.5	183.5
Total		866	963.8	1125.4	1132.3	1140.1

Key Variables Worksheet - ADA Data

	Year					
	Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
		Projected P-2 Estimate				
Total Combined ADA Ratio						
Grades K-3		0.95	0.95	0.95	0.95	0.95
Grades 4-6		0.95	0.95	0.95	0.95	0.95
Grades 7-8		0.95	0.95	0.95	0.95	0.95
Total ADA						
Grades K-3		547.2	542.5	645.9	584.4	531.6
Grades 4-6		220.4	270.6	305.0	346.4	377.1
Grades 7-8		55.1	102.5	118.2	144.9	174.3
Total ADA		822.7	915.6	1069.1	1075.7	1083.1

Today's Fresh Start Charter School
Key Variables Worksheet - Student Demographic Data

SBE & Inglewood Charters

Variables	Year					
	Fiscal Year	2012-2013	2013-2014	2014-2015	2015-2016	2016-2017
	Projected Budget					
Special Population Data Counts						
Total All Pupils						
English Language Learner	260	289	338	340	342	
Federal Poverty Eligible	779	867	1013	1019	1026	
EIA Disadvantaged Pupil Count = sum of prior-year EL and current-year FP counts	1002.3	1127.175	1301.985	1356.6653	1365.7401	
EIA Pupil Concentration Factor concentration factor varies according to how much the EIA Disadvantaged Pupil Count exceeds 50% of total enr	255	255	255	255	255	
Free Meal Eligible	779	867	1013	1019	1026	
Reduced-Price Meal Eligible						
Immigrant Students	260	289	338	340	342	
Special Population Percentages						
Total All Pupils						
English Language Learner	30%	30%	30%	30%	30%	
Federal Poverty Eligible	90%	90%	90%	90%	90%	
Free Meal Eligible	90%	90%	90%	90%	90%	
Reduced-Price Meal Eligible	0%	0%	0%	0%	0%	
Immigrant Students	30%	30%	30%	30%	30%	
Note: English Language Learner Count is taken as of R-30 Report, not October CBEDS						

EXHIBIT 3

Preliminary, Subject to Change

**CHARTER SCHOOL FACILITIES PROGRAM
PROPOSITION 55 FUNDING ROUND
STAFF SUMMARY REPORT – JANUARY 2013**

Applicant:	Today's Fresh Start Charter
Project School:	Today's Fresh Start Charter
CDS (County-District-School) Code:	19-76737-0102020 and 19-64634-0119552
Proposed Project Location:	3405 W. Imperial Blvd., Inglewood
Type of Project:	New Construction / Renovation
County:	Los Angeles County
Project Location:	Inglewood Unified School District (IUSD)
Chartering Entity:	State Board of Education (SBE) and ISUD
OPSC Project Cost:	\$18,719,508
Total State Apportionment:	\$9,359,754
Lump Sum Contribution:	N/A
Total CSFP Lease Amount:	\$9,359,754
Length Of CSFP Lease Payments:	30 years
Assumed Interest Rate On Obligation:	3.00%
Estimated Annual CSFP Lease Payment:	\$477,528
First Year Of Occupancy Of New Project:	2014-15

Staff Recommendation: Staff recommends that the California School Finance Authority (Authority) Board determine that Today's Fresh Start Charter School (TFSCS) is financially sound for the purpose of the Charter School Facilities Program (CSFP or Program) Final Apportionment. This determination of financial soundness is contingent upon TFSCS's execution of an Implementation Agreement with the Authority, the State Controller's Office and California Department of Education, at the appropriate time, whereby the Authority will intercept TFSCS's state-aid portion of its General Purpose Block Grant at regular intervals to satisfy the payment requirements of its CSFP obligations (intercept mechanism). Staff also recommends that the Authority waive the reserve fund requirement established in May 2009 subject to TFSCS agreeing to use of the intercept mechanism to make CSFP payments to the State. This determination as it relates to Final Apportionment is in place for six months and assumes no financial, operational, or legal material findings within this time period. Staff recommends that the CSFA Board direct staff to notify the Office of Public School Construction (OPSC) and the State Allocation Board regarding this determination.

Summary Findings: Highlighted below are key criteria that were evaluated when conducting the financial soundness review of TFSCS. Detailed information is contained in the body of the report.

Preliminary, Subject to Change

Today's Fresh Start Charter School

Criteria	Comments
Charter Compliance and Standing with Authorizer	Inglewood & State Board of Education Charters: LACOE previously provided TFSCS a charter but no longer acts as the charter authorizer. TFSCS' two current charters are with IUSD and the State Board of Education (SBE) through June 30, 2014 and June 30, 2015, respectively. In December 2012, Staff received notification from IUSD and SBE, respectively that TFSCS was in compliance with its charter agreements and is in good standing with its charter authorizers.
Demographic Information	By adding a new grade each successive year up to grade 8, TFSCS has shown consistent student enrollment growth since commencing operations in 2002-03, growing from 282 students in grades K-3 to 866 students in grades K-8 for 2012-13. Enrollment is expected to increase to 1,126 students in 2013-14.
Debt Service Coverage	TFSCS anticipates debt service coverage of 422.3% and 432.2% for the first two years after project occupancy, 2015-16 and 2016-17, respectively.
Other Financial Factors	<ul style="list-style-type: none"> ▪ CSFP payments are projected to represent on average 5.2% and 5.1% of total revenues during the first two years of CSFP payments, 2015-16 and 2016-17, respectively, which is within the recommended 10-15% threshold levels. ▪ TFSCS does not rely on private contributions as sources of revenue. ▪ TFSCS has one note payable in the amount of \$1,000,000, which is scheduled to mature during the current 2012-13 fiscal year.
Student Performance	<p>With two separate CDS codes, TFSCS' student performance data is recorded separately for the IUSD and SBE chartered schools.</p> <ul style="list-style-type: none"> ▪ The charter school currently chartered by SBE has met its API growth target for each of the past four years with API growth of 64 points and 22 points for 2010-11 and 2011-12, respectively, to an API growth score of 805 for 2011-12. Although it met its AYP criteria during 2008-09 and 2010-11, it did not meet its AYP criteria during 2009-10 and 2011-12. In addition, for 2010-11 and 2011-12, the SBE chartered schools had similar-school API-base score rankings of "6" and "9," respectively. ▪ With only three years of data, the IUSD chartered school met its AYP criteria for two of the past three years, 2009-10 and 2010-11, and its API growth target for each of the past two years, 2010-11 and 2011-12.

Background: On December 22, 2004, the Authority determined that TFSCS was financially sound for purposes of the Charter School Facilities Program. The State Allocation Board subsequently awarded a Preliminary Apportionment on February 23, 2005

Preliminary, Subject to Change

Today's Fresh Start Charter School

in the amount of \$12,605,650 to TFSCS. A year later, in February 2006, the Authority determined that TFSCS was financially sound for purposes of an Advance Apportionment for project design and site acquisition. Pursuant to the Authority's determination, in April 2006, the Office of Public School Construction disbursed \$1,319,797 to TFSCS for the design portion of the Advance Apportionment.

At the request of TFSCS, Staff presented findings to the Authority at its April 2009 and May 2009 board meetings. At the time of these meetings, several pending issues remained outstanding regarding TFSCS' existing charter with the Los Angeles County Office of Education (LACOE) and a new charter with Inglewood Unified School District (IUSD). At the time of the financial review in May 2009, TFSCS was contemplating moving its facilities within the Inglewood Unified School District area due to the non-renewal of their LACOE charter. Such change in the school's operations would have increased uncertainty regarding TFSCS future operations. It was staff's determination to evaluate TFSCS under the more conservative assumption that it would be operating solely under the IUSD charter, thus ceasing operations of facilities outside of IUSD's boundaries. As a result of the Authority's review of TFSCS' financial soundness, TFSCS was to address certain outstanding issues in addition to establishing a reserve fund equal to two CSFP annual payments prior to advance apportionment. TFSCS has requested that the Authority remove the reserve fund requirements for financial soundness. At the May 2009 Authority meeting, TFSCS was found financially sound. However, due to cash constraints at the state level, no funds were released to the school subsequent to that board meeting.

At its February 9, 2011 meeting, the Authority determined that TFSCS was financially sound for purposes of Advance Apportionment for site acquisition. Subsequently, on March 23, 2011, the Office of Public School Construction released funds in the amount of \$6,006,662 for this purpose. This determination was also valid for up to six months for purposes of Advance Apportionment.

At its March 14, 2012 meeting, the Authority found TFSCS financially sound for purposes of Final Apportionment in the amount of \$12,605,650. TFSCS is now requesting the Authority to determine that TFSCS is financially sound for \$18,719,508, representing an additional \$6,113,860. This additional amount represents adjustment's to the "pupil grant" that OPSC originally approved upon preliminary apportionment, and adjustment to the cost of site acquisition, and additional costs associated with development and security of the property since preliminary apportionment. To assess TFSCS' continued financial soundness status for purposes of Final Apportionment, staff reviewed the following information, as submitted in November 2012: updated project information; current and projected financial information; updated enrollment and academic performance information; copies of the current charter and verification of the charter's expiration date; verification of TFSCS' compliance with the terms of its charter and good standing with its chartering authorities; an updated Legal Status Questionnaire; updated management and Board of Directors information; and disclosure of additional material changes that may have an impact on TFSCS' financial condition.

Project Description: TFSCS currently operates at five different leased sites throughout Los Angeles County under its current IUSD and State Board of Education (county-wide) charters. These sites are located within the Los Angeles Unified School District, Compton Unified School District, and Inglewood Unified School District boundaries. At these five sites, in 2011-12, TFSCS served 743 students. With its CSFP proceeds, TFSCS intends to

Preliminary, Subject to Change

Today's Fresh Start Charter School

renovate a site at 3405 West Imperial Highway, Inglewood. At this site, TFSCS expects to house 350 students in a total of 19 classrooms and additional portable classrooms. Project completion is anticipated for 2014-15. TFSCS currently serves 187 students at the Inglewood site with the use of portables.

Charter Compliance & Good Standing Letters: TFSCS currently has a charter with Inglewood Unified School District and the State Board of Education. On December 4, 2012 and December 19, 2012, staff received documentation confirming TFSCS' good standing with its charter authorizers, SBE and IUSD, respectively, along with being in compliance with the charter agreements. TFSCS' current charters are set to expire on June 30, 2017 and June 30, 2015 for IUSD and SBE, respectively.

Legal Status Questionnaire: In November 2012, staff received TFSCS' response to the requests for disclosure contained in the Legal Status Questionnaire (LSQ), which included signatures of the TFSCS' Lead Administrator, Dr. Jeanette Parker, and Chair of TFSCS' Governing Board, Dr. Clark Parker. TFSCS did not disclose any material information relating to legal or regulatory proceedings or legal action in which it or any of its affiliates is a named party.

Organizational Information: TFSCS is a non-profit public benefit corporation with a 501(c)(3) status currently serving grades K-8. TFSCS received its first charter from the Los Angeles County Office of Education (LACOE) in 2003, and began instructional operations in 2003-04 with 282 students in grades K-3. Since its inception, TFSCS had been adding an additional grade each year but has no intention to add grades past the 8th grade.

Educational Management Organization: Not applicable.

Management Experience: Dr. Jeanette Parker has served as TFSCS's Chief Administrator and Superintendent since its inception in 2003-04. Dr. Parker holds a Ph.D. from St. Charles University, a Doctorate of Theology from Pacific International University, and a California Life Time General School Services Credential. Each TFSCS campus has a separate co-principal responsible for its administration.

Isabelita Bustamante has over 25 years of teaching experience. She has been with Today's Fresh Start Charter School since September 2003 serving in different capacities both as teacher and as principal. Ms. Bustamante graduated with a B.A. degree from Bukidon College, Philippines. She holds a California Clear Multiple Subject teaching credential. Presently Ms. Bustamante is serving as principal at Today's Fresh Start Charter School, Inglewood.

Erasmus Lascano has been employed with Today's Fresh Start Charter School since 2006, serving in various administrative positions. He earned his Master's in Administration and Supervision from Technological University of the Philippines in Manila Philippines. Currently, Mr. Lascano is enrolled in the Master's program at National University in Educational Administration and expected to complete that program in June, 2013. Presently, he is serving as Site Administrator for the SBE-Today's Fresh Start Charter School.

Preliminary, Subject to Change

Today's Fresh Start Charter School

Management Experience for Schools Open Less than Two Years: Not applicable, as TFSCS has been in operation as a charter school since 2003.

Board Experience: TFSCS is managed by a Board of Directors consisting of eight directors who serve staggered two-year or three-year terms. The Board is responsible for approving long-range goals and annual objectives, monitoring general policies such as health and safety, and monitoring use and maintenance of facilities, fundraising, and the effective management of school resources.

Board Member	Expiration Date
Clark Parker	June 30, 2014
Jeanette Parker	June 30, 2014
Maury Wills	June 30, 2014
Errol Malcolm	June 30, 2014
Carol Freis	February 7, 2013
Julia Luna	July 27, 2013
Richard Moss	February 7, 2013
Clifford Taitt	July 27, 2013

Student Performance: Because of its implications for student enrollment stability and growth, staff views student performance as a leading indicator of a charter school's sustainability. In order to measure student performance, staff utilizes the Academic Performance Index (API) and Adequate Yearly Progress (AYP) per the No Child Left Behind Act of 2001. TFSCS has more than three years of reported API scores, allowing a review of progress and comparison to similar schools.

Today's Fresh Start - LACOE/SBE Charter	FY 2008-09	FY 2009-10	FY 2010-11	FY 2011-12
ADEQUATE YEARLY PROGRESS (AYP)				
Met All AYP Criteria?	Yes	No	Yes	No
Criteria Met / Required Criteria	21 / 21	17 / 21	21 / 21	18 / 21
Met API Indicator for AYP?	Yes	Yes	Yes	Yes
Met Graduation Rate?	N/A	N/A	N/A	N/A
ACADEMIC PERFORMANCE INDEX (API)				
Met Schoolwide Growth Target?	Yes	Yes	Yes	Yes
Met Comparable Improvement Growth Target?	Yes	Yes	Yes	Yes
Met Both Schoolwide & CI Growth Targets?	Yes	Yes	Yes	Yes
API Base Statewide Rank (10 = best)	1	1	2	4
API Base Similar Schools Rank (10 = best)	1	3	6	9
School's Actual Growth	42	34	64	22
Similar Schools Median of Actual Growth	15	19	5	12
Did School's Growth Exceed Median?	Yes	Yes	Yes	Yes

Preliminary, Subject to Change

Today's Fresh Start Charter School

Today's Fresh Start - Inglewood Unified School District	FY 2009-10	FY 2010-11	FY 2011-12
ADEQUATE YEARLY PROGRESS (AYP)			
Met All AYP Criteria?	Yes	Yes	No
Criteria Met / Required Criteria	4 / 4	5 / 5	3 / 5
Met API Indicator for AYP?	N/A	Yes	Yes
Met Graduation Rate?	N/A	N/A	N/A
ACADEMIC PERFORMANCE INDEX (API)			
Met Schoolwide Growth Target?	N/A	Yes	Yes
Met Comparable Improvement Growth Target?	N/A	Yes	Yes
Met Both Schoolwide & CI Growth Targets?	N/A	Yes	Yes
API Base Statewide Rank (10 = best)	N/A	5	7
API Base Similar Schools Rank (10 = best)	N/A	N/A	N/A
School's Actual Growth	N/A	42	-39
Similar Schools Median of Actual Growth	N/A	N/A	N/A
Did School's Growth Exceed Median?	N/A	N/A	N/A

With two charter authorizations, TFSCS' student performance data is being recorded separately for the IUSD and SBE chartered schools. TFSCS-SBE (formerly chartered by Los Angeles County Office of Education) met its API growth target during each of the past four years, 2008-09 through 2011-12, and achieved API growth scores of 685, 719, 783, and 805 for each of these years, respectively. Based on its API base scores for 2008-09 through 2011-12, out of a best possible rank of 10, TFSCS-SBE ranked 1, 1, 2, and 4 statewide, respectively. However, against similar schools during the same period, TFSCS-SBE ranked 1, 3, 6, and 9, respectively, for these years, respectively, demonstrating marked improvement among similar schools. TFSCS-SBE met its AYP criteria in two of the past four years, 2008-09 and 2010-11. TFSCS-SBE is current in its third year of "Program Improvement" status per the No Child Left Behind Act of 2001.

TFSCS-IUSD has three years of student performance data (2009-10 through 2011-12) and met all of the AYP criteria during 2009-10 and 2010-11, but not for 2011-12. TFSCS-IUSD met its API growth target for 2010-11 and 2011-12 with API growth scores of 843 and 804, respectively. Due to an insufficient number of tests taken, TFSCS-IUSD did not receive API-related similar schools rankings in 2010-11 and 2011-12 but did receive a statewide ranking of "5" and "7" for 2010-11 and 2011-12, respectively.

Staff notes that the percent-proficient threshold requirement for AYP, both for English-language arts and mathematics, in accordance with the Elementary and Secondary Education Act (ESEA), reflects increases each year and will continue to reflect increases until 2014. Therefore, with each successive year, charter schools are increasingly challenged in "making AYP" (meeting all AYP criteria). This requirement applies to both school wide performance and performance of each numerically significant subgroup within any school. As an example, since 2002, the percent-proficient requirements for English-language arts (elementary schools, middle schools, and elementary school districts) are as follows: 13.6% for each of 2001-02, 2002-03, and 2003-04; 24.4% for each of 2004-05, 2005-06, and 2006-07; 35.2% for 2007-08; 46.0% for 2008-09; 56.8% for 2009-10, 67.6% for 2010-11, and 78.4% for 2011-12. This specific requirement will increase up until 2014 with the following percent-proficient thresholds: 89.2% for 2012-13; and 100.0% for 2013-14. The English-language arts percent-proficient requirement for high schools shows a similar trend, as do the percent-proficient requirements for mathematics for both elementary

Preliminary, Subject to Change

Today's Fresh Start Charter School

schools and high schools. Given that each numerically significant subgroup within a school must meet the percent-proficient requirement in English-language arts and mathematics in order for the school to make AYP, and given the high prevalence of English-language learners in California, charter schools are faced with increasing difficulty in making AYP¹.

As described in the May 2009 Staff Report, TFSCS provided an explanation for its inconsistent academic performance and a description of remedial actions, including the hiring of two full-time credentialed counselors. TFSCS also attributed academic performance at that time to the significant amount of underperforming new students entering TFSCS. Staff acknowledges TFSCS' overall improvement in academic performance since 2009, especially its consistency in meeting API growth and improvement in API similar-school base-score rankings. As such, Staff considers TFSCS' performance sufficient to support a recommendation for financial soundness. Notwithstanding this recommendation, Staff will continue to monitor TFSCS' performance to ensure that it continues to maintain required AYP and API standards.

Enrollment and Retention Rates: TFSCS has shown consistent growth since its inception, growing from 282 students serving grades K-3 in 2003-04, to 743 students serving grades K-8 for 2011-12 to 866 for the current 2012-13 academic year, with much of the growth through 2008-09 being due to the addition of a new grade each year up to grade 8 at TFSCS-SBE. Currently, TFSCS operates four sites for TFSCS-SBE with a total enrollment of 679 students in grades K-8 and one site for TFSCS-IUSD with a total enrollment of 187 students in grades K-6. Over the past five years, TFSCS' student enrollment has grown on average 11% annually.

TFSCS projects growth to 964 students in 2013-14, 1,126 students in 2014-15 (first year of project occupancy), 1,132 students in 2015-16, and 1,140 students in 2016-17, representing overall growth of 274 students (31.6%) over four years. TFSCS projects that TFSCS-IUSD will grow to its capacity of 350 students by the second year of project occupancy (2015-16), compared to its current enrollment of 187 students.

Although TFSCS' aggregate year-to-year retention rates for 2006-07 through 2009-10 were substandard at 69.2%, 79.5%, 85%, and 83%, respectively, TFSCS has since increased its aggregate year-to-year retention rates as follows: 94.0% for 2010-11; 95.4% for 2011-12; and 94.0% for 2012-13. With respect to the individual charter schools, TFSCS-IUSD had year-to-year retention rates of 97.2%, 91.1%, and 96.0% for 2010-11, 2011-12, and 2012-13, respectively; and TFSCS-SBE, had year-to-year retention rates of 94.0%, 95.4%, and 94.0% for 2010-11, 2011-12, and 2012-13, respectively. Staff acknowledges the significant improvement in TFSCS' year-to-year retention rates for the past three years as compared to the previous four years.

As described in the May 2009 staff report, TFSCS offered a number of explanations for its low retention trends. It was TFSCS' position that the actions unfairly taken by LACOE in the revocation of their charter adversely impacted student retention, enrollment, and performance. Another reason for low student retention rates were attributed to the transient nature of the neighborhoods in which TFSCS schools are operated. Low percentages of home ownership and as short as nine months as the average time parents move to one

¹ Information regarding AYP requirements is derived from the California Department of Education's "2010 Adequate Yearly Progress Report Information Guide.

Preliminary, Subject to Change

Today's Fresh Start Charter School

place to another were cited as demographic factors that reduced student retention. In addition, TFSCS purported that the students in these regions tend to discontinue education at higher rates as you move into higher grades.

In consideration of TFSCS' consistent enrollment growth over the past five years; improvement in academic performance and retention rates since 2009; capacity to expand due to the CSFP project at the Inglewood site; and additional space at its other four sites, Staff considers TFSCS' enrollment projections to be reasonable.

Financial Analysis: Highlighted below are selected financial data and credit indicators used to evaluate TFSCS's ability to meet its CSFP obligation.

Staff's evaluation of TFSCS' financial performance is based on review of the following documents: (1) TFSCS' audited financial statements for 2007-08 through 2011-12, which include consolidated financial statements for 2009-10 through 2011-12; (2) TFSCS' First Interim Budget for 2012-13; (3) TFSCS' budget projections for 2013-14 through 2016-17; and (4) TFSCS' projected annual enrollment for 2012-13 through 2016-17.

Staff's analysis of TFSCS' financial projections are based upon the following assumptions: (1) project occupancy in 2014-15; (2) increases in enrollment from 866 students in 2012-13 to 964 in 2013-14, to 1,126 for 2014-15 (first year of project occupancy), and to 1,132 and 1,140 for 2015-16 and 2016-17, respectively; (3) projected ADA rates of 95% from 2012-13 through 2016-17; (4) general purpose block grant funding rates for 2011-12 of \$5,077, \$5,153, and \$5,306 for grades K-3, 4-6, and 7-8; respectively; (5) revenue growth (cost of living adjustments) to the general purpose block grant funding rates of 0% for each of 2013-14 and 2014-15, and 2.5% for 2015-16 and 2016-17; and (6) COLAs on teacher salaries of 2.7% for each of the projected years.

Today's Fresh Start Charter School	Actual FY 2009-10	Actual FY 2010-11	Actual FY 2011-12	1st Interim FY 2012-13	Projected FY 2013-14	Projected FY 2014-15	Projected FY 2015-16	Projected FY 2016-17
ENROLLMENT PROJECTIONS								
Enrollment	676	696	743	866	964	1,126	1,132	1,140
Average Daily Attendance	640	656	704	823	916	1,069	1,076	1,083
Average Daily Attendance (%)	95%	94%	95%	95%	95%	95%	95%	95%
FINANCIAL PROJECTIONS								
Total Revenues Available for CSFP Lease Payment	\$ 5,918,391	\$ 5,878,837	\$ 5,738,186	\$ 7,079,776	\$ 7,748,205	\$ 8,995,535	\$ 9,187,553	\$ 9,399,308
Total Expenses Paid Before CSFP Lease Payment	5,664,602	5,179,729	5,369,111	7,003,057	6,018,291	7,007,597	7,170,814	7,335,641
Accounting Adjustments								
Net Revenues Available for CSFP Lease Payment	\$ 253,789	\$ 699,108	\$ 369,075	\$ 76,719	\$ 1,729,914	\$ 1,987,938	\$ 2,016,739	\$ 2,063,667
CSFP Lease Payment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 477,528	\$ 477,528
Net Revenues After CSFP Lease Payment	\$ 253,789	\$ 699,108	\$ 369,075	\$ 76,719	\$ 1,729,914	\$ 1,987,938	\$ 1,539,211	\$ 1,586,139
FINANCIAL INDICATORS								
Net Revenues Available for CSFP Lease Payment	\$ 253,789	\$ 699,108	\$ 369,075	\$ 76,719	\$ 1,729,914	\$ 1,987,938	\$ 2,016,739	\$ 2,063,667
Debt Service Coverage by Net Revenues	N/A	N/A	N/A	N/A	N/A	N/A	422.3%	432.2%
Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Debt Service Coverage by Net Revenues (w/out Contributions)	N/A	N/A	N/A	N/A	N/A	N/A	422.3%	432.2%
CSFP Lease Payment / Revenues	N/A	N/A	N/A	N/A	N/A	N/A	5.2%	5.1%
Contributions / Revenues	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Revenues After CSFP Lease Payment / Revenues	4.3%	11.9%	6.4%	1.1%	22.3%	22.1%	16.8%	16.9%
Revenues / ADA	\$ 9,247	\$ 8,962	\$ 8,151	\$ 8,606	\$ 8,461	\$ 8,415	\$ 8,539	\$ 8,679
Expenses / ADA	\$ 8,851	\$ 7,896	\$ 7,627	\$ 8,512	\$ 6,572	\$ 6,555	\$ 7,108	\$ 7,214
Surplus (Deficit) / ADA	\$ 397	\$ 1,066	\$ 524	\$ 93	\$ 1,889	\$ 1,860	\$ 1,430	\$ 1,465
Net Working Capital	\$ 1,917,762	\$ 1,738,235	\$ 3,141,314					
Net Working Capital / Expenses	33.9%	33.6%	58.5%					

As of June 30, 2012, TFSCS had no long-term debt, and TFSCS's only note payable was a loan in the amount of \$1,000,000 from Drs. Clark and Jeanette Parker, which is anticipated

Preliminary, Subject to Change

Today's Fresh Start Charter School

to be repaid by the end of the 2012-13 fiscal year. This note bears a 7% per annum interest rate and will mature on May 12, 2013.

Prior to the current year, TFSCS obtained two short term loans represented by two notes payable during 2007-08, totaling \$6,197,071, for purposes of site acquisition for the CSFP project. However, these notes payable were paid off as a result of TFSCS' 2011 Advance Apportionment for site acquisition.

Financial Performance: For 2007-08 and 2008-09, respectively, TFSCS recorded net deficits of \$110,493 and \$393,723 on revenues of \$5.05 million and \$5.77 million, and expenses of \$5.16 million and \$6.17 million, respectively, resulting in total net assets of \$2,321,152. For 2009-10, TFSCS recorded net revenues of \$253,789 on \$5.92 million in revenues and \$5.66 million in expenses. For 2010-11, TFSCS recorded net revenues of \$699,108 on \$5.88 million in revenues and \$5.18 million in expenses, resulting in net assets of \$3,274,049. For 2011-12, TFSCS recorded net revenues of \$369,705 on \$5.74 million in revenues and \$5.37 million in expenses, resulting in total net assets of \$3,643,124.² For the current year, 2012-13, TFSCS anticipates net revenues of \$1,076,719 before payment of the \$1,000,000 loan, but net revenues of \$76,719 after payment of the loan. In the projected years of 2013-14 and 2014-15 (first year of project occupancy), TFSCS anticipates net revenues of \$800,501 and \$1,460,809, respectively. For the two years following project occupancy, 2015-16 and 2016-17, TFSCS anticipates net revenues of \$2,016,439, and \$2,063,667, respectively, prior to CSFP payments. From 2007-08 through 2011-12, TFSCS did not raise private contributions and does not anticipate receiving contributions for future projected years.

Projected Debt Service Coverage of CSFP Payments: Assuming a 3.0% interest rate and 30-year repayment period, as well as an estimated project cost of \$18,719,508, TFSCS's annual CSFP payment will be \$477,528 beginning 2015-16, the first year following project occupancy. TFSCS' projected net revenues of \$2,016,739 for 2015-16 and \$2,063,667 for 2016-17 would provide debt service coverage levels of 422.3% and 432.2%, respectively, which are substantially above the minimum requirement. The CSFP payments would represent 5.2% and 5.1% of projected revenues for each of these years, respectively, which is well within the preferred maximum range of 10-15%.

Asset Position and Liquidity: On June 30, 2012, TFSCS reported holding \$2,068,964 in cash and cash equivalents, \$2,963,716 in account receivables, \$366,645 in investments, \$14,789 in funds due from other governmental entities, and \$20,238 in prepaid expenses, totaling \$5,434,352 in current assets. The current assets were offset by \$2,293,038 in current liabilities. Liquidity measured in terms of net working capital (NWC) is calculated by subtracting current liabilities from current assets. TFSCS' NWC for 2010-11 and 2011-12 was \$1,738,235 and \$3,141,314, respectively, or 33.6% and 58.5% of total expenses for these years. Staff considers NWC equivalent to at least 5.0% of total expenses to be sufficient.

² The net revenues cited for 2010-11 and 2011-12 do not reflect the revenues resulting from TFSCS' receipt of its Advance Apportionment of \$6,006,662 in March 2011.

Preliminary, Subject to Change

Today's Fresh Start Charter School

Strengths, Weaknesses and Mitigants

- + TFSCS anticipates debt service coverage of 422.3% and 432.2% for the first two years after project occupancy, 2015-16 and 2016-17, respectively.
- + As of June 30, 2012, TFSCS had net working capital of \$3,141,314, representing 58.5% of expenses.
- + TFSCS-SBE met its API growth target for each of the past four years, including an API growth of 64 points and 22 points for 2010-11 and 2011-12, respectively, representing API growth scores of 783 and 805, respectively. TFSCS-SBE ranked 1, 3, 6, and 9 against similar schools based on its API base scores for 2008-09 through 2011-12, respectively. In addition, TFSCS-IUSD met its API growth target for both 2010-11 and 2011-12, and met all AYP criteria for 2009-10 and 2010-11, but not for 2011-12.
- + TFSCS has shown consistent growth since its inception, growing from 282 students serving grades K-3 in 2003-04, to 866 students serving grades K-8 for the current 2012-13 academic year, and anticipates enrollment growth to 1,126 students during the first year of project occupancy, 2014-15, and to 1,132 and 1,140 students during the first two years after project occupancy, 2015-16 and 2016-17.
- +/- TFSCS-SBE charter school met its AYP criteria in 2008-09 and 2010-11, but did not meet its AYP criteria in 2007-08 and 2009-10. TFSCS-SBE is currently on Program Improvement Status.

Staff Recommendation: Staff recommends that the California School Finance Authority (Authority) Board adopt Resolution 12-11 which determines that Today's Fresh Start Charter School (TFSCS) is financially sound for the purposes of the Charter School Facilities Program (CSFP or the Program) Final Apportionment. This recommendation is contingent upon TFSCS electing to have its CSFP payments intercepted at the state level, pursuant to Sections 17199.4 and 17078.57(a)(1)(A) of the Education Code. This determination as it relates to Final Apportionment is in place for six months and assumes no financial, operational, or legal material findings within this time period. Staff recommends that the CSFA Board direct staff to notify the Office of Public School Construction and the State Allocation Board regarding this determination.

EXHIBIT 4

TAB D

REVISED INITIAL STATEMENT OF REASONS

INITIAL STATEMENT OF REASONS

Revisions to the Initial Statement of Reasons

CALIFORNIA SCHOOL FINANCE AUTHORITY

**Article 1.5, Sections 10170.1 through 10170.15
Title 4, Division 15
California Code of Regulations**

INTRODUCTION

The California School Finance Authority (Authority) is organized and operated pursuant to the California School Finance Authority Act (Act) under sections 17170 through 17199.5 of the Education Code.

Pursuant to Education Code, Section 47614.5, the State Legislature directed the Authority to commence administration of the Charter School Facility Grant Program (Program or SB 740) with the 2013-14 fiscal year and to adopt regulations to implement the statute. Effective July 1, 2013, the Authority initiated administration of the Program, and pursuant to Section 47614.5(m), the Authority amended regulations through the Office of Administrative Law's Regular Rulemaking on August 6, 2014 (OAL Regulatory Action #2014-0625-01C). The Authority adopted emergency regulations through the Office of Administrative Law's (OAL's) Emergency Rulemaking procedures, and such emergency regulations were approved by OAL on March 27, 2015 (OAL Regulatory Action # 2015-0417-01E). In addition, the Authority adopted an emergency readopt of the emergency regulations to OAL pursuant to Government Code, Section 11346.1(h) and such readopt emergency regulations were approved by OAL on October 26, 2015 (OAL Regulatory Action # 2015-1015-03EE). In addition, the Authority adopted an emergency readopt of the emergency regulations to OAL pursuant to Government Code, Section 11346.1(h) and such a second readopt emergency regulations were approved by OAL on January 26, 2016 (OAL Regulatory Action # 2016-0114-03EE).

The Authority submitted the regular rulemaking file on January 14, 2016 (OAL Regulatory Action # 2016-0114-01S) to amend the Program's existing regulations. At the request of the OAL, the Authority withdrew the regular rulemaking file on February 29, 2016, with the intention to issue a 15-Day Notice for Availability of Documents and Information as a result of additional changes made to the Initial Statement of Reasons (ISOR). At the completion of the 15-Day Notice, the Authority shall resubmit the regular rulemaking file, as revised, including revised Initial Statement of Reasons and Final Statement of Reasons. The Authority is proposing permanent regulations through OAL's permanent rulemaking process and through submission of a Certificate of Compliance.

Pursuant to Education Code, Section 47614.5(f), the Program provides assistance to charter schools with the following: "costs associated with facilities rents and leases, consistent with the definitions used in the California School Accounting Manual (CSAM) or regulations adopted by the California School Finance Authority. These funds also may be used for costs, including, but not limited to, costs associated with remodeling buildings, deferred maintenance, initially installing or extending service systems and other built-in equipment, improving sites and common area maintenance (CAM)."

1. Specific Purpose, Necessity, Administrative Requirement or Other Condition or Circumstance That the Regulation is Intended to Address (Section-by-Section Analysis)

Section 10170.2: "Definitions"

The Act sets forth the definitions of certain terms. This section sets forth definitions of key terms used in the regulations: expanding the Applicant, First Year Charter School, Free or Reduced-Priced Meal Eligibility (FRPM Eligibility), a new definition to Average Daily Attendance (ADA), and an Invoice Report.

Average Daily Attendance (ADA) and California Longitudinal Pupil Achievement Data Systems (CALPADS) are criteria used to determine school funding and eligibility. CALPADS data is used because it is data collected and certified by the California Department of Education. The Authority uses CALPADS as a determining criteria in other programs that it administers, including the State Charter School Facilities Incentive Grants Program, where it has proven to be a reliable data source. The clarifying definition for FRPM based on the greater of two data points reported by CALPADS enhances the opportunity for applicants to meet the program eligibility requirements and ensures uniform application of the Authority's methodology in determining eligibility based on FRPM.

The Invoice Report is an electronic document supplied by the Authority and used by charter schools to itemize and submit receipts for reimbursement of eligible additional cost invoices. Schools are permitted to submit additional cost invoices at the end of the fiscal year. The information submitted on the invoice report is required as proof of the additional costs for which the school is seeking reimbursement. Introduction of the Invoice Report will greatly streamline the evaluation of additional costs during the final award evaluation, as schools previously submitted paper or scanned invoices, which staff had to categorize, review, and enter electronically into a spreadsheet before reviewing to determine the final award amount.

The definitions are necessary to provide clarification of key terms used in the regulations and to ensure uniform application of the regulations.

A revised Charter School Facility Grant Program Application CSFA Form 740-01 (Rev. 10/23/15) includes a checklist, related parties questionnaire, and Charter School Certification. The checklist aids in the application processing, the additional related party's questions provide information for applicant review, and the Charter School Certification is required for all Authority grantees. The additional information allows the Authority to vet applications and award grants to the most qualified applicants.

Section 10170.3: "Eligible Applicant"

This section amends Applicants eligibility to participate in the Program and to meet certain minimum requirements. The Charter School meets one of the following criteria: (c) in the case of a first year charter, there is evidence that a charter petition has been submitted for approval to the Chartering Authority. (d) The Charter School meets one

of the following criteria: (1) fifty- five percent (55%) or more of the student enrollment at the charter school site must be eligible for free or reduced-price meals; or (2) the charter school site for which grant funds are requested must be physically located in an attendance area of a public elementary school that has fifty-five percent (55%) or more of its students eligible for free or reduced-price meals pursuant to Education Code, Section 47614.5(c); (3) First Year Charter Schools not operational in the prior year shall be eligible in the current year if the school meets the FRPM Eligibility requirements based on current year data; (4) In the 2015-2016 fiscal year, the Authority may conduct an additional funding round; (5) In all subsequent funding rounds, all schools shall adhere to application dates outlined in section 10170.5.

The proposed changes within this section are necessary, in part, to comply with statutory requirement (AB 104) which lowered the seventy percent (70%) FRPM eligibility threshold to fifty- five percent (55%) FRPM. The new FRPM expanded the pool of charter schools eligible to participate in the Program. Because the 2015-16 application period closed on June 1, 2015, an additional funding round is necessary to accommodate schools made eligible by AB 104. Going forward, the Authority intends to adhere to established application dates for program consistency.

In section (e) the Charter School, educational management organization, or charter management organization is not in default with the requirement of all other programs administered by the Authority.

The Authority administers the following programs: 1) Charter School Facilities Program (CSFP); 2) Charter School Facilities Credit Enhancement Grant Program (Credit Enhancement); 3) State Charter School Facilities Incentive Grants Program (Incentives); 4) Charter School Revolving Loan Fund (CSRLF); and 5) Conduit Bond and Note Program, in addition to the Charter School Facility Grant Program. Administering several different programs allows the Authority to ensure that schools remain in good standing and compliance, i.e., not in default, across programs to be deemed eligible for funding through other programs. Compliance across programs encourages schools and school operators to adhere to program requirements, such as making timely loan or other payments, in one or more programs to remain eligible under other programs administered by the Authority.

In section (f) The charter school is in good standing with its chartering authority and is in compliance with the terms of its charter at the time of application submission, and without interruption throughout the term of the grant. The Authority will rely on information from the chartering authority only regarding the school's good standing and compliance with the terms of its charter. Charter schools may appeal any response by the chartering authority's staff directly to the chartering authority's governing board. It shall be the charter school's responsibility, and not the Authority's, to ensure that the good standing and compliance response letter is received by the stated deadline.

The Authority administers several programs which require program participants to remain in good standing with their charter authorizer as a condition of continued Program eligibility. The addition of this Section is intended to ensure that schools receiving funding are in good standing and in compliance with the terms of their

charters. As most of our programs are oversubscribed, a qualitative criteria such as good standing helps ensure that these coveted public funds are going to schools that are meeting local thresholds by their oversight agent.

Section 10170.4: "Eligible Costs"

This section amends current regulations consisting of general language related to eligible and ineligible costs. The proposed amendments provide more explicit language regarding eligible and ineligible costs for charter schools. Our history of program administration, especially the analysis of 2013-14 "true-up" invoices, indicated a need for more descriptive eligible and ineligible cost language.

In this *Section (a) eligible costs*.

(1) costs associated with facility rents or leases as evidenced by an executed rental or lease agreement; (2) costs associated with the facility included, but not limited to, remodeling building, deferred maintenance, initially installing or extending service systems and other built-in equipment, or improving sites; and CAM. These charges are based on the charter school's use of the facility, limited to maintaining and repairing the facility and its common areas.

Stakeholders requested language clarifying CAM costs. At the March 11, 2015 Authority board meeting, CAM charges were explicitly approved to help schools maximize the grant award allowable by ADA. In previous years the eligibility of CAM charges were a source of confusion for charter schools. Examples of CAM charges include, but are not limited to, janitorial services, landscaping, utilities and other facility expenses associated with the maintenance of the leased facilities for charter school use.

(3) costs described in sections (a)(1) and (a)(2) are associated with portions of school district or county office of education facilities that are not existing school district or county office of education facilities or are not reasonably equivalent facilities received from their charter authorities. The section provides clarifying language regarding a category of eligible costs under SB 740 related to district facilities.

(4) costs associated with a ground lease as evidenced by an executed rental or lease agreement where there is no existing district facility on the ground being leased. The added language clarifies the instances in which a ground lease is an eligible cost under SB 740.

In this *Section (b) ineligible costs*

Grant funds may not be apportioned for any of the following: (1) units of average daily attendance generated through nonclassroom-based instruction; (2) facility rent and lease costs associated with a charter school's occupancy of existing district or county office of education facilities; and (3) facility rent and lease costs associated with a charter school's occupancy of reasonably equivalent facilities from their chartering authorities

The changes to Section (b)(1)-(3) describes ineligible costs under the Program.

In addition, this section has added language setting forth that Program funds may not be applied to (b)(4) costs incurred to meet a Charter School's local match obligation for charter school facilities that receives funds pursuant to the CSFP.

The CSFP is a program in which the state provides charter schools with a fifty percent (50%) grant toward the cost of a permanent charter school facility, and the charter school obligated to cover the remaining fifty percent (50%) through a local match. SB 740 provides reimbursement for facility rent and lease costs up to seventy five percent (75%) of ADA. Allowing schools to receive a second grant to fund the same project could be deemed as "double dipping". The addition of this language clarifies that CSFP local match payments as ineligible costs under SB 740. Additionally, under CSFP, either the charter school or the school district owns (holds title to) the CSFP project. Under either ownership structure, facility costs for schools owned by charter schools or school districts are not eligible for funding under the SB 740 program.

In addition (b)(5) identifies "instructional costs" as ineligible costs including, but not limited to, salaries and benefits paid to teachers; instructional aides; the educational management organization or charter management organization responsible for managing the Charter School, or chartering authority; and existing district personnel.

CSAM defines instructional costs as those costs directly to instructional programs. Examples include the salaries and benefits of teachers and instructional aides, payments for textbooks and instructional supplies, travel and conference expenses for all employees in the instructional programs, and payments for the repair, maintenance, acquisition, and replacement of instructional equipment. Instructional costs are always direct-charged to a specific goal. The clarification was necessary to help charter schools understand which invoices to submit for reimbursement as CAM. SB 740 is a facility grant program, not an operational or instructional grant program.

In addition, (e) where an application is for multiple school sites, each site's eligibility and costs will be evaluated separately. The ADA applied to the determination of the grant, as described in section (d), shall only be based on eligible site(s).

Charter schools are able to submit a single application for multiple school sites, some of which may be eligible and some ineligible for an award. For Example, a district facility may house a portion of a school's students. The Authority analyzes ADA data for each eligible school site and determines each site's award. Each eligible site's ADA is totaled to determine the school's total award. The Authority added the clarifying ADA requirement to clarify to schools with multiple school sites how the Authority calculates the final award in the case of sites with mixed eligibility.

The provisions within this section are necessary to clarify the eligible uses of the Program funds, outline those uses that are expressly ineligible, clarify that Grant funds must be expended and liquidated within the guidelines of this Article and the Program.

Section 10170.5: "Application Submission"

This section sets forth requirements pertaining to Application submission, including, but not limited to, due date and time, submission of acceptable documents, the development of an online application, and an additional 2015-16 funding round in January 2016.

The Application (CSFA Form 740-01, revised October 23, 2015), incorporated by reference, is necessary for Applicants to set forth basic information regarding the Applicant organization; authorizing board adoptions; charter school facilities, and list of Current Board Members, Board of Directors, or Governing Board of Charter Schools on behalf of which they are applying. For purposes of ensuring the Authority's appropriate processing, the Application requests information relating to minimum eligibility based on FRPM pursuant to Education Code, Section 47614.5(c).

Form 740-01 was revised for the 2015-16 Application submission. The previous form was somewhat unclear, causing delays in the application vetting and thus schools' initial disbursements. A formal vetting process was established to streamline application reviews to the extent Form 740-01 did not provide the information necessary for a complete application review. Charter schools are requested to complete the following sections: a Checklist, Charter School Information, Eligibility, Related Parties, Legal Status Questionnaire and Charter School Certification. The checklist allows the Authority to complete an initial cursory review of the application to identify any missing information that would delay the application review. The Charter School Information page was reformatted for improved readability. Language in the Eligibility section was updated to reflect the revised eligibility requirements in Section 10170.3. The Related Parties Section requests information to help the Authority ensure that the Applicant is clear of conflicts of interest. Specifically, the Application requests information regarding the owner of property and whether there is any relationship with the charter school, or any employee or officer of the charter school's governing body. The Legal Status Questionnaire was added for program consistency with both Incentives and CSRLF. The Charter School Certification reformatted for improved readability.

The provisions are necessary for the following reasons: (1) to make the Application in April with a deadline of five weeks from the release date; (2) charter schools may submit documents via hard-copy, CD Rom or flash drive, except for the Application (CSFA Form 740-01) which must be submitted via hard-copy with original executed signatures; (3) development of an online application and clarification of all supporting documents and (4) adding an additional funding round for the 2015-16 program in January 2016 pursuant to Education Code, Section 47614.5(c).

The application release date is set for the month of April with a deadline five weeks from the application release date. The proposed language provides flexibility to the Authority to implement future regulation changes and OAL approvals. The 2015-16 application closed on June 1, 2015, which excluded schools made newly eligible under AB 104. To accommodate newly eligible schools, the Authority added an additional funding round.

The provisions are necessary to provide guidance to the charter school community regarding the expansion of the program, and provide information about applying for funding under the new funding round.

Section 10170.6: "Content of Application"

This section sets forth the specific documentation that is required for a Program Application to be considered complete while providing the Authority with the discretion to request additional documentation when deemed necessary.

The provisions within this section are necessary to apprise Applicants of the specific information needed by the Authority to make Program award determinations. In section: (a) the Application shall include a completed Legal Status Questionnaire, signed by the Applicant certifying the data and information is true and correct and the charter will continue to comply with state and federal laws and (b) a copy of the Authorizing Board adoption.

The Legal Status Questionnaire was added for program consistency with both the Incentives and CSRLF. A copy of the Authorizing Board adoption is required to confirm the validity of the Applicant's charter.

(d) charter schools requesting reimbursement for common area maintenance charges shall submit an Invoice Report no later than July 15 of the applicable Fiscal Year, (2) an Invoice Report as provided by the Authority detailing the costs to be reimbursed by the Authority.

At the March 11, 2015 Authority board meeting, CAM charges were explicitly approved to help schools maximize the grant award allowable by ADA. In previous years the eligibility of CAM charges were a source of confusion for charter schools. Examples of CAM charges include, but are not limited to, janitorial services, landscaping, utilities and other facility expenses associated with the maintenance of the leased facilities for charter school use.

Statute allows schools to receive seventy five percent (75%) of the annual facilities rent or lease costs for the charter school. CAM charges are categorized as facility costs. The final award calculation combines rent and lease facility costs, remodeling buildings, deferred maintenance, initially installing or extending service systems and other built-in equipment, improving sites and CAM charges with the final award calculated at seventy five percent (75%) of facility cost. Charter schools are capped at seventy five percent (75%) of ADA thus allowing the schools to submit CAM expenditures will help charter schools maximize their grant award.

The Invoice Report is an electronic document supplied by the Authority and used by charter schools to itemize and submit receipts for reimbursement of eligible additional cost invoices. Schools are permitted to submit additional cost invoices at the end of the fiscal year. The information submitted on the invoice report is required as proof of the additional costs for which the school is seeking reimbursement. CDE provides the final ADA figures for each grantee at the end of the fiscal year. The determination for

the July 15th date allows eligible schools to collect and submit all other cost invoices for a comprehensive review.

First Year Charter schools shall submit supporting documentation listed in sections (e) (1)-(3) as they are made available. Grant funds will not be disbursed until items (1),(2), and (3) have been received by the Authority. (3) A Charter School 20 Day Attendance Report shall be submitted within 20 days of Initial California Department of Education application submission date.

A provision regarding return of funds states (f) the Authority shall be entitled to the return of all grant funds from an Applicant if it is determined that the Applicant failed to provide complete and accurate information, or provided misleading information, that resulted in the disbursement of grant funds for which an Applicant is not eligible.

These provisions ensure that applicants provide all relevant information the Authority has deemed necessary to make eligibility determinations and identify eligible costs. if an applicant received grant funds as a result of an incomplete application or due to misrepresentations made during the application process the Authority will have means to seek a return of those grant funds.

Section 10170.7: "Estimated Annual Entitlement Calculation"

This section clarifies the basis by which the Authority will determine an Applicant's Annual Entitlement. The sections with changes are explained below.

Section (b) provides that for each eligible Charter School, the Authority will determine the Estimated Annual Entitlement, pursuant to section 10170.4(d), based on facility rent and lease costs only. Section (c) provides that the Estimated Annual Entitlement Calculation shall not include reimbursement of invoices as defined by 10170.4(a)(2). Section (e) provides, for a first year charter school or a charter school that moves from an ineligible to an eligible facility pursuant to Section 10170.5(b), or charter school that does not have Prior Year enrollment data, the Authority will make a determination of Estimated Annual Entitlement within 30 days of receipt of a complete Application and enrollment data from the Department of Education. Section (f) provides that, for Charter Schools that do not have Prior Year enrollment data, the Authority shall base the units of ADA on 90% of the school's enrollment as reported in the Charter School 20 Day Attendance Report pursuant to section 10170.6(e)(3).

The changes within this section are necessary to clarify the Authority's methodology for determining the Estimated Annual Entitlement based on documentation of estimated rent and lease facility costs.

Section 10170.8: "Final Fiscal Year Entitlement Calculation"

This section clarifies the basis by which the Authority will make its final fiscal year entitlement calculations and eligibility determinations based on final and actual rent, lease or additional facility costs submitted by an invoice for the fiscal year pursuant to

Section 10170.4(a) and final ADA data. The sections with changes are explained below.

Section (c) provides that pursuant to Section 10170.9(e), the Authority shall consider invoices for additional facility costs based on criteria set forth at Section 10170.6(d). Section (d) provides that, upon providing final rent and lease facility costs pursuant to section (a), and additional facility costs pursuant to section (c), the Authority shall verify program eligibility and calculate the Final Fiscal Year Entitlement pursuant to Section 10170.4(d).

The changes within this section are necessary to clarify the Authority's methodology for determining the Final Fiscal Year Entitlement for eligible Applicants based on verifiable data rather than estimates.

Section 10170.9: "Apportionment of Grant Funds"

This section clarifies the timing and basis for each of three apportionments in relation to a Final Fiscal Year Entitlement as well as the conditions under which a notice for reimbursement for overpayment is necessary. The section also sets forth the requirements for submission of evidence and added CAM as a reimbursable cost.

The changes to section (e) clarify that, if reimbursement for invoices pursuant to Section 10170.4(a)(2) is requested, such costs will be incorporated into the final apportionment, where applicable.

The addition of section (f) provides the methodology regarding how the Authority will determine pro rata as required by statute 47614.5(b). In any fiscal year, if funds appropriated for this Section by the Annual Budget Act are insufficient to fully fund the approved amounts, the Authority shall apportion the available funds on a pro rata basis. The award calculation uses previous year's ADA and previous year's rent/lease costs unless current year's rent/lease costs are available at the time of submission. For Charter School's that do not have Prior Year enrollment data, the Authority shall calculate the pro-rated award pursuant to section 10170.7 to the extent the program is oversubscribed.

The changes to section (h) provide that, prior to disbursement of funds for costs associated with CAM charges, the Grantee shall complete an Invoice Report, provided by the Authority, as well as submit supporting documents to the Authority by July 15 of the applicable fiscal year. In addition, the Authority made non-substantive changes to existing text. The added language includes CAM costs as eligible costs. Examples of CAM charges include, but are not limited to, janitorial services, landscaping, utilities and other facility expenses associated with the maintenance of the leased facilities for charter school use.

Statute allows schools to receive seventy five percent (75%) of the annual facilities rent or lease costs for the charter school. CAM charges are categorized as facility costs. The final award calculation combines rent and lease facility costs, remodeling buildings, deferred maintenance, initially installing or extending service systems and

other built-in equipment, improving sites and CAM charges with the final award calculated at seventy five percent (75%) of facility costs. Charter schools are capped at seventy five percent (75%) ADA thus allowing the schools to submit CAM expenditures will help charter schools maximize their grant award.

The Invoice Report is an electronic document supplied by the Authority and used by charter schools to itemize and submit receipts for reimbursement of eligible additional cost invoices. Schools are permitted to submit additional cost invoices at the end of the fiscal year. The information submitted on the invoice report is required as proof of the additional costs for which the school is seeking reimbursement. CDE provides the final ADA figures for each grantee at the end of the fiscal year. The determination for the July 15th date allows eligible schools to collect and submit all other cost invoices for a comprehensive review.

The changes within this Section are necessary to clarify that additional reimbursement for costs of common area maintenance will be considered upon completion of an Invoice Report submitted to the Authority by July 15th. The changes are also necessary to clarify the basis for reimbursement in the event that the program is oversubscribed based on the criteria of ADA and facility costs, and in accordance with Education Code, Section 47614.5(b).

Section 10170.10: "Notification of Grantee; Appeal Process"

This section provides clarification to Grantees about their right to appeal the Authority's estimated annual entitlement calculation, and a description of the Authority's appeals process.

The provisions within this section are necessary to assist Grantees in understanding the process by which they may appeal the Authority's estimated annual entitlement calculation. More specifically, the provisions are necessary to ensure adequate consideration of Grantees' requests through an appeals process. The Authority has established a 30-day process for review in order to ensure sufficient time for thorough consideration while at the same time ensuring timely resolution.

Section 10170.11: "Obligation and Expenditure of Grant Funds"

In this section a non-substantial change was applied to change Free and Reduced Price Meal to FRPM.

Section 10170.12: "Approval of Grant Use Change"

In this section a non-substantial change was applied to change use to Use.

2. Technical, Theoretical, and/or Empirical Study, Reports, or Documents

The Authority did not rely upon any technical, theoretical or empirical studies, reports or documents in proposing the regulations.

3. Reasonable Alternatives to the Amendments to the Regulations and the Agency's Reasons for Rejecting those Alternatives

No other alternatives to the regulations were presented to or considered by the Authority.

4. Reasonable Alternatives to the Proposed Regulatory Action that would Lessen any Adverse Impact on Small Businesses

The Authority has not identified any adverse impacts nor have any adverse impacts otherwise been identified and brought to the attention of the Authority that would affect businesses. In fact, the adoption of these regulations could result in greater opportunities for expansion for charter school facilities throughout the state since the intent of the Program is to assist California charter schools in meeting their facility needs.

5. Description of Efforts to Avoid Conflict with and Duplication of Federal Regulations

Not applicable. The Authority is not a Department, Board, or Commission within the Environmental Protection Agency, the Resources Agency, or the Office of the State Fire Marshall.

6. Economic Impact Assessment

- a. The proposed regulations will unlikely have an impact on the creation or elimination of jobs within the State of California. In addition, the Authority is unaware of any reason providing Grant funds to awardees would result in the elimination of jobs. The purpose of the proposed regulations is to set forth administrative criteria and requirements for administering a Grant program that will disburse funds to existing charter schools in need across the State of California for per pupil facilities funding. There are no provisions within the proposed regulations which place additional burdens, obligations, or expenses on existing businesses such that jobs would be created or eliminated as a result.
- b. The proposed regulations will unlikely have an impact on the creation or elimination of new businesses within the State of California. As noted above, the purpose of the proposed regulations is to set forth administrative criteria and requirements for administering a Grant program that provides per pupil facilities funding to existing charter schools in need. There are no provisions within the

proposed regulations which place additional burdens, obligations, or expenses on existing businesses such that businesses would be created or eliminated as a result.

- c. The proposed regulations will unlikely have an impact on the expansion of businesses currently doing business within the State of California. The purpose of the Grant and proposed regulations is to set forth administrative criteria and requirements for administering a Grant program that will provide per pupil facilities funding to existing charter schools.
- d. The proposed regulations are intended to provide per pupil facilities funding to existing charter schools in need, especially serving communities with low-income households. As such, to the extent that the awards benefit the long-term viability of charter schools, the Program and its proposed regulations have the potential to directly benefit economically vulnerable populations and communities throughout the State.

7. Problems and Benefits

The Authority has emergency regulations for the Program, but they must be made permanent in order to effectively administer the Program on an ongoing basis. Without permanent regulations, the Authority does not have uniform standards and guidelines to administer the Program and ensure that Applications are evaluated in a consistent and fair manner, and Applicants do not have guidelines to direct them through the Application process.

The benefits of the proposed regulations are to ensure the Authority has uniform standards, internal controls, and guidelines to ensure consistent and effective administration of the Program, the public understands the expectations of the Program, and the Program targets charter schools that are most in need in accordance with the Program's intent.

EXHIBIT 5

06-19-15;11:33AM;From:

To:16193980162 ;

2/ 44

**CHARTER SCHOOL FACILITIES PROGRAM
MEMORANDUM OF UNDERSTANDING**

By and Among:

The State of California

And

**Today's Fresh Start Charter School,
a California Charter School**

ARTICLE I – PURPOSE

- A. This Memorandum of Understanding ("MOU") is made and entered into as of 3/3/11 ("Effective Date") by and among the State Allocation Board and the California School Finance Authority (individually or collectively referred to as the "State"); and the charter school identified above, a California Charter School operating as a non-profit public benefit corporation, in accordance with Education Code Section 47604 ("Charter School"). The provisions of this MOU shall be effective from and after the Effective Date and shall continue until all duties and obligations of the parties, as stated in this MOU, are carried out.
- B. The Charter School has applied to the State for financing of its charter school facilities project ("Project") under the Charter School Facilities Program ("CSFP") established pursuant to Article 12 of Chapter 12.5 of Part 10 of the California Education Code and the regulations for its implementation provided in Title 4, Cal. Code Regs., Section 10151, et seq., and Title 2 Cal. Code Regs., Section 1859.160, et seq., attached hereto and incorporated by reference. A copy of the Charter School's Financial Soundness Review Summary is attached hereto as Exhibit A and incorporated herein by reference as a means of defining the Project.
- C. In accordance with the CSFP, the State is the lender of certain monetary funds to the Charter School to enable the Charter School to acquire real property and/or construct improvements thereon. This loan transaction is set forth in the Funding Agreement.

06-19-15; 11:33AM; From:

To: 16193980162 ;

3/ 44

This Memorandum of Understanding and the Funding Agreement set forth the entire agreement between the parties regarding the loan of funds and use of the real property pursuant to the CSFP. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this Memorandum of Understanding and the Funding Agreement provided, that in the event any portion of the Memorandum of Understanding and/or the Funding Agreement is held unenforceable by a court of competent jurisdiction, the remainder of the applicable agreement shall remain in full force and effect and shall not nullify the intent of the CSFP.

- D. This MOU is being entered into in accordance with the requirements of the CSFP. To the extent the MOU is inconsistent or in conflict with the provisions of the CSFP and the implementing regulations, the CSFP and implementing regulations shall prevail.

ARTICLE II – FINANCING OF THE CHARTER SCHOOL'S PROJECT

2.1 Fifty Percent Local Matching Share

- A. The Charter School's Application for final apportionment for the Project has been approved by the State. The Charter School's Apportionment ("Apportionment") is contingent upon the Charter School paying its 50% Local Matching Share obligation, which will be paid to the State by way of payments pursuant to the Funding Agreement.
- B. The Charter School's Application for a Preliminary, Advance, or Final Apportionment for the Project has been approved by the State. The State will provide as a grant funding for fifty percent (50%) of the approved costs for the Project, and the Charter School will be responsible for fifty percent (50%) of the approved costs for the Local Matching Share for the Project. The Final Apportionment Amount will be reduced by any amounts received by the Charter School through an Advance Apportionment(s). The amounts of the Preliminary, Advance and Final Apportionments are set forth in Exhibit B to this MOU.
- C. The Charter School will receive initial funding from the State for the Local Matching Share, less any lump sum payments made by, or on behalf of, the Charter School.

2.2 Conditions for Release of Funding

The following conditions must be satisfied before the State will release funding:

CSFP MOU – Today's Fresh Start Charter School

Page 2 of 19

06-19-15;11:33AM;From:

To:16193980162 ;

4/ 44

- A. The Charter School has complied with all funding release conditions contained in Article 2.2 of the Funding Agreement.
- B. The Charter School agrees to utilize its apportionment for purposes consistent with the CSFP, and consistent with the purposes for which it was approved.
- C. Each party is duly authorized to enter, deliver, and perform this Memorandum of Understanding and the Funding Agreement to the other party.
- D. The Charter School shall provide proof satisfactory to the State that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
- E. The Charter School shall provide to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than 30 days prior to the date of submittal.
- F. The Charter School shall provide to the State for its review and acceptance an American Land Title Association ("ALTA") survey, which together with (3) above, shall be sufficient for the Charter School, at its sole cost and expense, to obtain an ALTA lender's policy for the benefit of the State, which has remainder interests in the property.
- G. The Charter School shall provide to the State for its review and files a copy of the original Final California Department of Education ("CDE") approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District through the remainder interest will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- H. The Charter School shall provide to the State for its review and files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall document that all requirements of the Further Action Letter have been satisfied.

06-19-15;11:33AM;From:

To:16193980162 ;

5/ 44

I. The Charter School shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment ("PEA") for the real property, if applicable.

J. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State. Evidence of filing of the intercept notice pursuant to 17199.4 in a form satisfactory to the Authority.

2.3 Charter School Facilities

A. The Charter School's Project includes the real property and all improvements, repairs, replacements, substitutions, and modifications located or to be constructed on the property, and built or acquired with State funds, as described in its application for funding under CSFP ("Facilities").

B. The Charter School's Facilities are located at Los Angeles County, California, and is more particularly described in "Exhibit D" of the Funding Agreement, attached hereto.

C. The Facilities are physically located within the geographical jurisdiction of the Inglewood Unified School District and the school attendance area generating eligibility for funding, if applicable.

D. The Charter School has satisfied itself as to the suitability of the Facilities by its own inquiries and tests. The Charter School shall, by entering into and occupying the Facilities, be deemed to have accepted the Facilities and to have acknowledged that they are in good order, condition and repair.

E. The State and/or the School District shall not have any obligation for construction work or improvements on or to the Facilities. The Charter School has made a thorough and independent examination of the Facilities and all matters related to its decision to enter into this Agreement. The Charter School is thoroughly familiar with all aspects of the Facilities and is satisfied that they are in an acceptable condition and meet its needs. The Charter School is solely responsible for identifying the real property, evaluating the condition of the title and suitability of the land for the Charter School's intended purpose, and negotiating and closing the acquisition of the real property. In addition, the Charter School is solely responsible for the construction of all improvements, repairs,

06-19-15;11:33AM;From:

To:16193980162 ;

6/ 44

replacements, substitutions, and modifications located or to be constructed on the real property.

2.4 Payments

- A. The Charter School shall make payments to the State, as provided in the Funding Agreement in satisfaction of the requirements of the CSFP.
- B. This Memorandum of Understanding and the Funding Agreement shall not be deemed to constitute a debt or liability or obligation of the State, the School District, or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be a special obligation payable solely from the payments made by the Charter School. The obligation to make payments does not constitute an indebtedness of the Charter School, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.
- C. Pursuant to the provisions in Education Code Section 17199.4, the charter school's governing board approves the use of the intercept mechanism to make CSFP payments to the State.

ARTICLE III – SECURITY PROVISIONS

- A. The Charter School will obtain good, absolute and marketable title to the Project in fee simple, free and clear of any mortgage, deeds of trust, liens (monetary or otherwise), claims, charges or other encumbrances or matters of any nature whatsoever other than those included in any other provisions of this Agreement upon satisfaction of all of the following conditions:
 - (1) If the funding shall be used to acquire real property, the Charter School, at its sole cost and expense, shall structure the closing of the escrow for the acquisition of the real property for a conveyance of title from the seller to the Charter School, and simultaneously in the same closing of escrow, provide that a lien on behalf of the State Allocation Board, a restrictive covenant and remainder interest on behalf of the Inglewood Unified School District and subsequently the State Allocation Board as more particularly described in this agreement. If the Charter School fails to meet this requirement, the Charter School will be in default of this Agreement.

06-19-15;11:33AM;From:

To:16193980162 ;

7/ 44

- (2) The Charter School shall provide proof satisfactory to the State that all liens and encumbrances that may arise from the construction of the Facilities have been released and/or satisfied.
- (3) The Charter School shall provide to the State for its review and acceptance a title report and a copy of each instrument listed in said title report. The title report shall be issued no more than 30 days prior to the date of submittal.
- (4) The Charter School shall provide to the State for its review and acceptance an American Land Title Association ("ALTA") survey, which together with (3) above, shall be sufficient for the Charter School, at its sole cost and expense, to provide the State with an ALTA lender's policy for the benefit of the State, which has remainder interests in the property.
- (5) The Charter School shall provide to the State for its review and files the original Final California Department of Education ("CDE") approval or Final CDE approval subject to waivers and/or exemptions to the use of real property as a school facility; provided, that if CDE has provided the Charter School any waivers and/or exemptions the Charter School shall obtain from CDE a valid assignment of such waivers and/or exemptions. The purpose of the assignment is to insure that the conveyance of fee title from the Charter School to the School District through the remainder interest will not result in a situation whereby the Facilities then become non-compliant because of the transfer of fee simple title to the School District due to those requirements and standards that are typically imposed upon the School District.
- (6) The Charter School shall provide to the State for its review and files the original "No Further Action" or "Further Action Letter" from the California Department of Toxic Substance Control ("DTSC"); provided, that if DTSC has issued a Further Action Letter, the Charter School shall document that all requirements of the Further Action Letter have been satisfied.
- (7) The Charter School shall provide to the State for its review and files the final approval issued by DTSC for the final Preliminary Environmental Assessment ("PEA") for the real property, if applicable.
- (8) The Charter School shall provide to the State for its review and files the final approval of any applicable Federal, State, City or County agency necessary for the acquisition and construction of the Project, and the operation of the Facilities for an educational program conducted by the Charter School. As an example, and not

06-19-15;11:33AM;From:

To:16193980162 ;

8/ 44

as means of limitation, a charter school may require approval from the California Coastal Commission if a project will be located within its jurisdiction.

- B. Any person or entity providing a substantial contribution that is applied to the costs of the Project in excess of the state share and the local matching share may be granted a security interest, as approved and memorialized in a written instrument executed by the State, to be satisfied from the proceeds, if any, realized when the property is ultimately disposed of. If the contribution was made for the explicit purpose of purchasing any asset with a normal life expectancy of less than twenty years, the security interest will be adjusted to reflect the depreciation of the assets. Contributions used solely to assist the applicant in meeting its local matching share shall not be entitled to a security interest. Where a contribution results in total project funding beyond the state and local matching shares, the contributor's security interest shall be limited to the amount in excess of the state share and local matching share.
- C. If a default occurs and all payments and penalties have not been made, the security interest of any person or entity providing a substantial contribution to the costs of the Project shall be satisfied only after the account is reimbursed for any remaining unpaid local matching share and the State has been reimbursed for any costs and expenses incurred, if any, as the result of such default.

ARTICLE IV – DEFAULT AND REMEDIES

4.1 Events of Default

The occurrence of any of the following shall constitute a "Default" or "Event of Default":

- A. Failure by the Charter School to commence to use and occupy the Facilities for the operation of a charter school within one year of receiving the Certificate of Occupancy.
- B. Failure by the Charter School to make any payment when due, and such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;
- C. Failure by the Charter School to maintain insurance on the Facilities or to provide reasonable evidence of insurance as required by the Funding Agreement and the Use Agreement, and where such failure continues for a period of thirty (30) calendar days after receiving written notice by the State;

06-19-15;11:33AM;From:

To:16193980162 ;

9/ 44

- D. Failure by the Charter School to provide reasonable evidence of compliance with all requirements whether expressly stated in this Memorandum of Understanding, the Funding Agreement, or otherwise imposed by the State under the CSFP or other applicable law, or failure to observe or perform any other applicable covenant, condition or agreement, where such failure continues for thirty (30) calendar days after receiving written notice of the failure. If thirty (30) calendar days is insufficient, and the Charter School has instituted corrective action, the State, in its discretion, may extend this period up to one hundred and eighty (180) calendar days;
- E. The Charter School shall be or become insolvent, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or the Charter School shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of the Charter School, as the case may be, where possession is not restored in sixty (60) calendar days; or the Charter School shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Charter School (unless, in the case of a petition filed against the Charter School, the same is dismissed in sixty (60) days) or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the Charter School's Facilities; provided, however, in the event that any provision of this paragraph is contrary to any applicable law, it shall be of no force and effect, and not affect the validity of the remaining provisions;
- F. The determination by the State that any representation or warranty made by the Charter School was untrue in any material respect when made;
- G. The Charter School's charter is not renewed or is revoked, or the Charter School ceases to use the Facilities for a charter school purpose. Nothing in this section shall affect a Charter School's rights and obligations pursuant to Education Code Section 17078.62 if the Charter School ceases to use the facility after a revocation or non-renewal;
- H. The Charter School entirely abandons the Facilities or fails to cure a breach of the Use Agreement; and/or

06-19-15;11:33AM;From:

To:16193980162 ;

10/44

- I. If the performance of the payment obligations of the Charter School is guaranteed, the actual or anticipatory failure or inability, for any reason, of the Guarantor to honor the guarantee as required, and the Charter School's failure to provide written alternative assurance or security, which when coupled with the Charter School's then-existing resources, equals or exceeds the combined financial resources that existed at the time this Memorandum of Understanding and the Funding Agreement are executed. The Charter School shall have sixty (60) calendar days following written notice by the State, to provide the written alternative assurance or security.

4.2 Remedies on Default

The parties acknowledge and agree that this Memorandum of Understanding and the Funding Agreement represent a unique situation that is not limited by the standard landlord's remedies provided by Sections 1951.2 and 1951.4 of the California Civil Code. The parties agree that if any Event of Default shall have occurred, any one or more of the following respective remedies, which are not exclusive but cumulative, may be pursued:

- A. If an Event of Default occurs and the Charter School continues to occupy and/or possess the Project, the Charter School shall remain liable for the performance of all of the obligations of the Charter School under and subject to the Funding Agreement, as amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.
- B. If the Event of Default is solely because the School District has revoked or declined to renew the Charter School's charter, in accordance with Section 17078.62(b)(1) of the Education Code, the Charter School shall:
 - (1) have that time period specified in Section 17078.62 of the Education Code, as may be amended, to complete the review process contemplated in Section 47607 or 47607.5 of the Education Code, as may be amended; and
 - (2) so long as the Charter School continues to use and occupy the Facilities, remain liable for the performance of all of the obligations of the Charter School under the Funding Agreement, as may be amended, and the Use Agreement, if applicable, as may be amended, including, without limitation, the obligation to make payments to the State when due under the Funding Agreement.

06-19-15;11:33AM;From:

To:16193980162 ;

11/ 44

- C. If the Event of Default is solely because the School District has revoked or declined to renew the Charter School's charter, the Charter School shall not be liable under the Funding Agreement or this MOU, as may be amended, on the effective date of the last to occur of all of the following:
- (1) the Charter School completes the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School fails to obtain a renewal of its charter, or the Charter School relinquishes all rights to pursue or complete the review process provided in Section 47607 or 47607.5 of the Education Code, as may be amended, and the Charter School notifies the State and the School District of its election; and
 - (2) the Charter School vacates the Facilities and relinquishes all right, title, and interest in the occupancy and use of the Facilities under the School District's or State's remainder interest.
- D. Upon the occurrence of Subsection C of this Section 4.2, the Facility may be used in its "as is" and "where is" condition by another charter school:
- (1) that the State deems as qualified; and
 - (2) whose charter petition is approved and is in good standing with the School District or charter authorizer; and
 - (3) that has agreed to a Funding Agreement with the State and a Use Agreement with the School District, if applicable.
- E. In the event a successor charter school cannot be identified as provided in Subsection D of this Section 4.2, the School District may take title to the property in accordance with the remainder interest held by the School District and in accordance with Section 17078.62(b)(3) of the Education Code, take possession of and use the Facility as a public school facility; provided, that the School District shall be required to make payment to the State in accordance with Section 17078.62(b)(4) or the payments shall be reduced or eliminated if the School District satisfies the conditions set forth in Section 17078.62(b)(4)(A) and (B). In the event the payments do not qualify for reduction or elimination in accordance with Section 17078.62(b)(4)(A) and (B), the State and the School District shall enter into an agreement for the School District's assumption of the payment obligation under the Funding Agreement. Assumption of the payment obligation shall in no way

06-19-15;11:33AM;From:

To:16193980162 ;

12/ 44

release the Charter School from its payment obligations that accrued prior to the termination of the Funding Agreement or from the Charter School's obligations for any holdover; or

- (1) in accordance with Section 17078.62(b)(5) of the Education Code, decline to take possession of the Facilities or if the Facility is no longer needed for public school purposes, the School District shall dispose of the Facilities in accordance with requirements for the disposal of surplus public school sites. The monetary proceeds from the disposal of the Facilities shall be applied in the following priority: (i) reimburse the School District for reasonable costs and expenses incurred by the School District in disposing of the Facilities; (ii) reimburse the State for reasonable costs and expenses incurred by the State in pursuing the collection of the balance of any unpaid Local Matching Share due and owing under the Funding Agreement; (iii) repay any unpaid Local Matching Share in favor of the State; (iv) repay any security interest granted pursuant to Section 17078.57(a)(3)(B); and (v) in the event any proceeds remain, equally prorated between the State and the School District.
- (2) disclaim its remainder interest in the real property in which case the State of California State Allocation Board shall succeed to title owner pursuant to its remainder interest.

F. The State may proceed by appropriate court action to enforce specific performance by the Charter School of its covenants under the Funding Agreement and this Memorandum of Understanding and under the terms of accepting funding under the CSFP, or to recover damages for the breach thereof, including without limitation for the recovery of all past due payments together with interest, penalties and late charges, and all other sums due the State. The Charter School shall pay or repay to the State all costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs.

G. In the event of the Charter School's default and the recovery of the Facilities by the School District, the State shall have the right to recover from the Charter School (i) the amount of all outstanding payments or other obligations (whether direct or indirect owed by the Charter School to the State), if any, which are then due and owing, together with interest and late charges, and (ii) any other amounts due from the Charter School to the State, including indemnity payments, taxes, charges, reimbursement of any advances and other amounts payable by the Charter School to the State.

06-19-15;11:33AM;From:

To:16193980162 ;

13/ 44

- H. Notwithstanding anything to the contrary, the State and the Charter School may take whatever action at law or in equity that may appear necessary or desirable to enforce its respective rights with respect to this Memorandum of Understanding or the Funding Agreement, and the party or parties prevailing in the action shall have all of their respective costs of such action or court action, including, without limitation, reasonable attorneys' fees and costs as provided in this Memorandum of Understanding and the Funding Agreement, or as otherwise permitted by law, paid by the parties against whom the action was brought.
- I. No remedy herein conferred upon or reserved to the parties is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Memorandum of Understanding and the Funding Agreement or existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle either party to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required under the Agreements. All remedies herein conferred upon or reserved to the parties shall survive the termination of this Memorandum of Understanding or the Funding Agreement.

ARTICLE V – MISCELLANEOUS

5.1 Release of Liability

The State and the School District are hereby released from any and all claims, demands, debts, liabilities, and causes of action of whatever kind or nature, whether known or unknown or suspected or unsuspected which the Charter School or any of the Charter School's employees or agents may have, claim to have, or which may hereafter accrue against the released parties or any of them, arising out of or relating to the Facilities or the Charter School's project, including those in any way connected with any materials or substances defined as hazardous under any applicable statute, ordinance, rule or regulation, presently in, on or under, or now or hereafter emanating from or migrating onto or under the Facilities.

In connection with this release, the Charter School hereby waives any and all rights conferred upon it by the provisions of Section 1542 of the California Civil Code, which reads as follows:

06-19-15;11:33AM;From:

To:16193980162 ;

14/ 44

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5.2 Non-waiver

No waiver of any provision of this Memorandum of Understanding, the Funding Agreement and/or the Use Agreement shall be implied by any failure to enforce any remedy for the violation of that provision, even if that violation continues or is repeated. Any waiver of any provision contained in this Memorandum of Understanding, the Funding Agreement and/or the Use Agreement must be in writing and executed by the applicable parties and will affect only the provision specified and only for the time and in the manner stated in the writing.

5.3 Indemnity

- A. Memorandum of Understanding. To the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the State as applicable, indemnify, defend and hold the School District and the State harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages), actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from: (a) any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of this Memorandum of Understanding on the Charter School's part to be observed or performed; (b) the construction, operation, maintenance, alteration, use or occupancy of the Facilities by the Charter School; (c) the condition of the Facilities, and any occurrence on the Facilities, from any cause whatsoever, and (d) any acts omissions or negligence of the Charter School or the Charter School's employees, agents or contractors in, on or about the Facilities.
- B. Funding Agreement. The School District is not a party to the Funding Agreement and, as a result, to the fullest extent permitted by law the Charter School shall at the Charter School's sole cost and expense with counsel acceptable to the School District as applicable, indemnify, defend and hold the School District harmless from and against any and all losses, costs, liabilities, claims, judgments, liens, damages (including consequential damages),

06-19-15;11:33AM;From:

To:16193980162 ;

15/ 44

actions, causes of action (whether in tort or contract law or equity or otherwise), charges, assessments, fines, penalties and expenses, including, without limitation, reasonable attorneys' fees and costs, and reasonable investigation costs (collectively "Claims"), incurred in connection with or arising from any breach or default by the Charter School in the observance or performance of any of the terms, covenants or conditions of the Funding Agreement on the Charter School's part to be observed or performed.

- C. The Charter School will at all times protect and defend, at its own cost and expense, the title to the Facilities from and against all claims, liens and legal processes of creditors and keep all the Facilities and the title free and clear of all such claims, liens, and processes except for the liens created or expressly permitted under the Agreements and the CSFP.

5.4 Notice.

Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served and received if given in writing and personally delivered or either deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service or facsimile transmission, addressed as follows:

If to the State:

**California School Finance Authority
304 S. Broadway, Suite 550
Los Angeles, CA 90013
Attn: Katrina Johantgen**

If to the Charter School:

**Today's Fresh Start Charter School
4514 Crenshaw Blvd.
Los Angeles, CA 90043
Attention: Dr. Jeanette Parker**

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the next business day following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

5.5 Applicable Law/Integration

06-19-15;11:33AM;From:

To:16193980162 ;

16/ 44

This Memorandum of Understanding shall be governed by and construed as a whole in accordance with its fair meaning according to the laws of the State of California. The venue and forum for any action to enforce this Memorandum of Understanding shall be the Superior Court of the State of California in and for the County of Los Angeles. This Memorandum of Understanding represents the sole and entire agreement between the parties and supersedes any and all prior agreements, negotiations, and discussions by and between the parties hereto with respect to the subject matter covered hereby.

5.6 Amendments

- A. The terms of this Memorandum of Understanding may not be waived, altered, modified, supplemented or amended in any manner except in writing, upon the agreement of all of the parties, or except as otherwise permitted by law.
- B. The terms of this Memorandum of Understanding may be amended, or new agreements executed, as necessary, upon the application of the Charter School and the approval by the State of an advance or final apportionment.

5.7 Force Majeure

The time for the State or the Charter School to perform any obligation or assert any right under this Memorandum of Understanding or the CSFP shall be extended on a day for day basis for any Force Majeure event, which shall include but not be limited to: (1) Acts of God or of the public enemy; and (2) Acts of the federal or State government in either its sovereign or contractual capacity.

5.8 Severability

Should any provision of this Memorandum of Understanding be determined to be invalid, illegal or unenforceable in any respect, such provision shall be severed and the remaining provisions shall continue as valid, legal and enforceable.

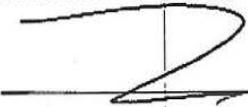
06-19-15; 11:33AM; From:

To: 16193980162 ;

17 / 44

THE STATE:

STATE ALLOCATION BOARD:

By: 

Name: Lisa Silverman

Title: Acting ED

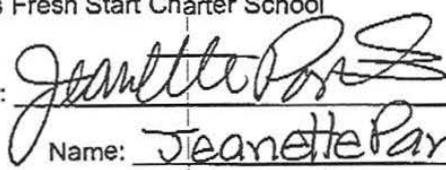
CALIFORNIA SCHOOL FINANCE AUTHORITY:

By: 

Name: Katrina Johantgen

Title: Executive Director

THE CHARTER SCHOOL: Today's Fresh Start Charter School

By: 

Name: Jeanette Parker

Title: Superintendent/
Administrator

M E M O R A N D U M

Staff Summary No. 5

Date: March 14, 2018

To: Members of the California School Finance Authority

From: Katrina M. Johantgen, Executive Director

Subject: Consideration of Appeal Regarding the Charter School Facility Grant Program for Today's Fresh Start Charter School – Inglewood

Background: The Charter School Facility Grant Program (SB 740) was transferred to the California School Finance Authority (Authority) in the Governor's 2013-14 Budget Bill. Once transferred, the Authority developed a set of regulations to guide SB 740, its applicants, and staff in reviewing applications for funding. In October 2017, a provision, disallowing schools to seek reimbursement for Charter School Facility Program (CSFP) local match obligations, was added to SB 740 regulations to ensure that state funds received in one program were not used to fund an obligation through another state program. This provision was added to avoid double-dipping into two programs for the same facility costs. Section 10170.4(b)(4) of SB 740 regulations sets forth the prohibition of SB 740 funds used to reimburse CSFP local matching payments: *Costs incurred to meet a Charter School's local match obligation for charter school facilities that receives funds pursuant to the Charter School Facilities Program.* At the time of their adoption, the regulations were in effect for the 2017-18 funding round of SB 740.

Issue: Today's Fresh Start Charter School - Inglewood (TFSCS-I) (CDS 19646340119552) applied to the 2017-18 SB 740 to assist with facility costs for CSFP site located at 3405 W. Imperial Highway, Inglewood, CA 90303. Authority staff reviewed the school's application and supporting documentation provided by TFSCS-I and found the school ineligible. TFSCS-I has exhausted the appeal process, outlined in SB 740 regulations, and is appealing to the Authority board.

Analysis: TFSCS-I first argues that the authorization statute for the Charter School Facilities Program (CSFP) identifies the financing provided pursuant to CSFP as a lease and, therefore, that financing should be a reimbursable expense in SB 740.

While it is impossible to argue with the use of the word "lease" in Education Code section 17078.52, et seq. (the CSFP enabling statutes), it is also important to understand the history behind that terminology. At the time the first bond act that provided funding for CSFP was approved, it was assumed that school districts would apply to this program. Due to constitutional and statutory debt limits that apply to school districts, the Legislature sought to create a funding mechanism that would not run afoul of those debt limits. Hence the creation of a "lease" payment in the statutory language.

Those debt limits do not apply to charter schools, which ultimately have received almost all funding through CSFP.

In that context, what has been created over the years since CSFP was first enacted in 2002, is a program that operates very much like a loan and unlike a lease. A reality recognized by the Legislature when it amended sections 17078.57 and 17078.63 in 2009 and referred to loan payments instead of lease payments. This reality is also reflected in the Memorandum of Understanding and Funding Agreement that TFSCS-I executed in connection with its CSFP award. Numerous provisions in the agreements include terms like “repaying” the State, “interest,” and “unpaid principal balance.” In addition, Section 1(C) of the Memorandum of Understanding provides that “the State is the **lender** of certain funds to the Charter School to enable the Charter school to acquire real property and/or construct improvements thereon. This **loan transaction** is set forth in the Funding Agreement. This Memorandum of Understanding and the Funding Agreement set forth the entire agreement between the parties regarding **the loan of funds ...**”

These agreements, signed by TFSCS-I in 2011, conversely do not include any reference to lease payments or use the word lease anywhere in their provisions. TFSCS-I’s reliance on section 2.5(C) of the Funding Agreement and section 2.4(B) of the Memorandum of Understanding is misplaced and not dispositive. Section 2.5(C), which is generally mirrored by section 2.4(B), provides “[t]he obligation to make payments does not constitute an indebtedness of the Charter School **or its chartering authority, within the meaning of any constitutional or statutory debt limitation or restriction and in all cases shall be made solely from legally available funds.**” The language in bold was not included in TFSCS-I’s appeal and substantially limits what otherwise would appear to be a blanket statement regarding the nature of the obligation.

Finally, while not controlling, the California School Accounting Manual (CSAM) and Generally Accepted Accounting Principles (GAAP) also contribute to a conclusion that the CSFP funding arrangement does not constitute a lease. The CSAM, while not defining “lease” does provide that “facilities rents and leases “ are “activities concerned with acquiring facilities through operating leases or rentals without the option to purchase. This function does not include capital lease payments. Capital lease payments are considered debt service ...” And GAAP, as established by the Financial Accounting Standards Board, defines “lease” as “an agreement conveying the right to use property, plant or equipment (land and/or depreciable assets) usually for a stated period of time.”

Given that TFSCS-I owns the CSFP-financed facility in fee simple, the financing provided by the State and the agreements entered into between TFSCS-I and the State do not constitute a lease. The State did not, and could not, convey use of the facility to TFSCS-I as the State did not and will not own the facility. In addition, assuming that TFSCS-I makes all required payments and continues to operate a charter school, it will have perpetual use of the facility beyond the 30 year term of the funding agreement. In other words, this is equivalent to a loan or mortgage rather than a lease. That the State retains a beneficial interest in the use of the property does not change this conclusion.

TFSCS-I’s second argument is that CSFA approved the payment of SB 740 funds for these costs when it found TFSCS-I financially sound, most recently on January 9, 2013. This argument significantly overstates CSFA’s authority in conducting its financial soundness reviews. At the time TFSCS-I was found financially sound, CSFA was not administering SB 740. As a result, it had no authority to approve use of those funds for these purposes. TFSCS-I makes a number of secondary arguments based on this “approval” which all fail

because no such approval occurred in the process of CSFA finding TFSCS-I financially sound for purposes of the CSFP program.

TFSCS-I's final argument is that section 10170.4(b)(4) exceeds CSFA's authority pursuant to the SB 740 enabling statute, Education Code section 47614.5. Subsection (m) of section 47614.5 provides CSFA with the authority to adopt regulations implementing the section. TFSCS-I argues that the express limitations found in section 47614.5 that preclude reimbursement for costs charter schools incur in occupying Prop. 39 facilities or school district property limit CSFA from precluding reimbursement for any other arrangements. TFSCS-I appears to be making this argument based on two principles. First, the idea that those two prohibitions found in section 47614.5 are leases and the only leases the Legislature decided to prohibit are for the two specifically identified situations. This argument fails because as described above, while CSFP's statute refers to lease payments, the actual CSFP financing arrangements between charter schools and the State do not constitute leases.

Second, TFSCS-I argues that case law precludes CSFA from establishing clarifying provisions to its regulations. TFSCS-I's argument completely misstates the cases it cites. Both *McGee v. Balfour Beatty Construction* and *Estate of Griswold* deal with cases where plaintiffs attempted to graft onto existing rules additional provisions and sought the court's ratification of those additional provisions. Both courts held that they, the courts, did not have the authority to do so. These holdings are irrelevant to whether a state agency such as CSFA has the authority under its implementing statute and the Administrative Procedures Act to adopt regulations that are clarifying in nature. Ultimately, a regulation that makes clear that a financing arrangement offered by the State that does not constitute a lease is not eligible is entirely consistent with the intent and objectives of the SB 740, which the regulation at issue was adopted to implement.

In sum, TFSCS-I's appeal should be denied because (1) the language of the CSFP statutes notwithstanding, the agreement TFSCS-I entered into with the State is structured as a loan agreement; (2) as structured, CSFP local match obligations, particularly where the charter school holds fee title in the financed project, cannot be considered as leases; (3) CSFA never approved TFSCS-I's use of SB 740 funds for purposes of its CSFP obligations; and (4) CSFA's adoption of section 10170.4(b)(4) was consistent with its regulatory authority.

Recommendation: Staff recommends that for the 2017-18 SB 740 funding round, the funding agreement payment for Today's Fresh Start Charter School - Inglewood remain ineligible for SB 740 funds.

Attachments:

TFSCS-I's Appeal Letter

**UNAPPROVED
NO. 16:2006-07**

**MINUTES
LOS ANGELES COUNTY BOARD OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
Tuesday, December 11, 2007**

A Board Meeting of the Los Angeles County Board of Education was held on Tuesday, December 11, 2007, in the Board Room of the Los Angeles County Education Center, 9300 Imperial Highway, Downey, CA 90242-2890.

PRESENT: Ms. Sandra Jones Anderson, Mrs. Sharon R. Beauchamp, Mrs. Rudell S. Freer, Mrs. Leslie K. Gilbert-Lurie, Mrs. Angie Papadakis, Mr. Thomas A. Saenz, and Mrs. Sophia Waugh

OTHERS PRESENT: Superintendent Darline P. Robles, Ph.D.; Administrative staff; Mrs. Marilyn Musgrave, Senior Executive Assistant

PRELIMINARY ACTIVITIES

CALL TO ORDER

President Freer called the meeting to order at 3:04 p.m.

PLEDGE OF ALLEGIANCE

Ms. Anderson led the Pledge of Allegiance to the Flag.

ORDERING OF THE AGENDA

Mr. Ken Shelton, Assistant Superintendent, Business Services, substituted for Superintendent Darline Robles who was at a meeting with the Board of Supervisors. Mr. Shelton stated there were no changes to the agenda.

It was **MOVED** by Mr. Saenz, **SECONDED** by Mrs. Waugh, and **CARRIED** to approve the agenda.

COMMUNICATIONS—BOARD / SUPERINTENDENT

Mrs. Waugh

- Apologized for not being able to attend Operation Graduation (Winter) on December 8.
- Thanked LACOE staff for an incredible job of supplying Board with up-to-date, accurate information throughout the year.

Los Angeles County Board of Education
Minutes of December 11, 2007
-2-

Mrs. Papadakis

- Attended sports banquet at the county club in Palos Verdes Peninsula – very enjoyable; loves sports but would like to see more academic recognition.

Mrs. Gilbert-Lurie

- Shared that she was also at the Palos Verdes Peninsula event, but attended the scholastic portion of the recognition banquet.

Ms. Anderson

- Attended Operation Graduation (Winter) at the University of Southern California (USC). Was so moved by the graduation, she shared her experience later the same day and recruited an actor/musician (and former teacher), and a lawyer who both offered their services next year to assist students and Mr. David Flores, Assistant Superintendent, Educational Programs.
- Interested in follow-up of students after graduation.

President Freer

- Pointed out that Ms. Pam Gibbs, Director, Governmental Relations; and Ms. Del Huff, Educational Deputy, Office of Supervisor Yvonne Brathwaite Burke, were attending the Board meeting.
- Attended the Los Angeles County Education Foundation Board meeting on December 6. Announced that the new dorms at Sky Meadows Camp will be open by April 2008.
- Attended the Music Center Advisory Board meeting with Superintendent Robles. Arts for All is still a major sponsored project.
- Attended Operation Graduation (Winter). Main speaker emphasized fathers and their role in a child's life.
- Wished all a Happy Holiday season.

Mr. Shelton

- In the absence of Superintendent Robles, wished all a Happy Holiday season.

COMMUNICATIONS – PUBLIC

Five speakers from the audience communicated their position regarding the proposed revocation of Today's Fresh Start Charter School (TFSCS): Dr. Jeanette Parker, Mrs. Yvette Brown, Dr. Gayle Windom, Dr. Clark E. Parker, and Ms. Komiko Mosley. Assemblyman Mervyn M. Dymally also spoke, sharing Dr. Clark Parker's allotted time. The total 20 minute time allotment expired before Ms. Mosley was able to speak.

(Superintendent Robles arrived at 3:25 p.m.)

Los Angeles County Board of Education
Minutes of December 11, 2007
-3-

It was **MOVED** by Ms. Anderson, **SECONDED** by Mrs. Gilbert-Lurie, and **CARRIED** to grant an additional five minutes for public communications so that Ms. Mosley could speak.

PRESENTATIONS (none)

HEARINGS

PUBLIC HEARING ON CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) TENTATIVE AGREEMENT FOR 2006-2009

In compliance with AB 1200 and the collective bargaining agreements public disclosure requirements in the Government Code Section 3547.5(a), the Office completed documents entitled "Public Disclosure of Collective Bargaining Agreements" for the CSEA Tentative Agreement. The documents were made available to the public for review effective November 20, 2007.

Also, the office posted an appropriate "Notice of a Public Hearing" for the above referenced CSEA Tentative Agreement in the Education Center, Education Center East, and the Education Center Clark. In addition, the Office placed an appropriate notice in the Daily News notifying the public of this hearing.

The purpose of the public hearing was to receive the public's reaction, if any, to the CSEA Tentative Agreement for 2006-09.

There were no persons present wishing to speak either for or against the CSEA Tentative Agreement for 2006-2009. President Freer declared the hearing to be closed.

CONSENT CALENDAR RECOMMENDATIONS

It was **MOVED** by Mr. Saenz, **SECONDED** by Mrs. Beauchamp, and **CARRIED** to approve Consent Calendar Recommendations.

FEES FOR CONFERENCES, WORKSHOPS, AND MEETINGS NO. 12

This routine item consisted of conferences, workshops, and meetings requiring participant fees.

ACCEPTANCE OF PROJECT FUNDS NO. 6

The Superintendent recommended that the Board accept the funds for the following project:
Career Technical Education

Los Angeles County Board of Education
Minutes of December 11, 2007
-4-

RECOMMENDATIONS

BUDGET REVISION NO. 2 – 2007-08

The Los Angeles County Office of Education's 2007-08 Budget was adopted on June 19, 2007. Budget Revision No. 2 will increase revenues from \$904,273,000 to \$939,831,000; and increase expenditures from \$930,945,000 to \$978,021,000.

Mr. Shelton and Ms. Pat Smith, Controller, spoke to the Budget Revision, and answered all questions posed by the Board.

It was **MOVED** by Mrs. Waugh, **SECONDED** by Mrs. Papadakis, and **CARRIED** to approve Budget Revision No. 2 – 2007-08.

APPROVAL OF THE ANNUAL BUDGET AND SERVICE PLAN FOR THE LOS ANGELES COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION LOCAL PLAN AREA (LACOE SELPA)

The Superintendent recommended that the Board approve the Certification of the Annual Budget and Service Plan for LACOE SELPA.

It was **MOVED** by Mrs. Waugh, **SECONDED** by Mrs. Beauchamp, and **CARRIED** to approve the Annual Budget and Service Plan for LACOE SELPA.

RECOMMENDATION OF CERTIFICATION: CERTIFICATION OF PROVISION OF STANDARDS-ALIGNED INSTRUCTIONAL MATERIALS

The Superintendent recommended that the Los Angeles County Board of Education hereby certify that as of October 16, 2007, each pupil in LACOE in Kindergarten through grade twelve, be provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science; Mathematics; Reading/Language Arts; and Science.

It was **MOVED** by Ms. Anderson, **SECONDED** by Mrs. Waugh, and **CARRIED** to approve that the Los Angeles County Board of Education certify that as of October 16, 2007, each pupil in LACOE in Kindergarten through grade twelve, be provided with a standards-aligned textbook or basic instructional materials in each of the following areas: History/Social Science; Mathematics; Reading/Language Arts; and Science.

DECISION ON REVOCATION OF THE CHARTER OF TODAY'S FRESH START CHARTER SCHOOL (TFSCS)

The Superintendent recommended that, in accordance with Education Code Section 47607(c) et seq., the Board "issue a final decision" to revoke the charter of Today's Fresh Start Charter School (TFSCS), making the factual findings below, supported by substantial evidence, specific to TFSCS, in support of the findings:

Los Angeles County Board of Education
Minutes of December 11, 2007

-5-

1. Based on the confirmation by the California Department of Education of improprieties in pupil testing and the noncompliance by TFSCS with those items of the Corrective Action Plan (CAP) addressing this issue, substantial evidence existed that the charter school committed material violations of the conditions, standards, and procedures set forth in the charter and law.
 - The facts supporting the violations of the charter and laws are set forth in the October 9, 2007, and December 4, 2007, Reports.
 - TFSCS was notified of these violations and was given a reasonable opportunity to remedy the violations, as required by Education Code Section 47607(d) and as evidenced in the December 4, 2007, Report. The violations were not successfully remedied.
 - This material violation by TFSCS of the charter and of the laws governing the administration of STAR testing constituted grounds to revoke the charter under Education Code Sections 47607(c)(1), 47607(c)(2), and 47607(c)(4).

2. Substantial evidence existed that TFSCS committed material violations of the governance provisions of its charter, the Corporations Code, and the Government Code, including the Brown Act.
 - The facts supporting the violations of the charter are set forth in the October 9, 2007, and the December 4, 2007, Reports.
 - TFSCS was notified of these violations and was given a reasonable opportunity to remedy the violations, as required by Education Code Section 47607(d) and (e), and as evidenced in the December 4, 2007, Report. The violations were not successfully remedied.
 - These material violations of the charter and laws constituted grounds to revoke the charter under Education Code Sections 47607(c)(1) and 47607(c)(4).

3. Substantial evidence existed that TFSCS committed material violations of its charter and the law in failing to correct numerous provisions of the Corrective Action Plan.
 - The facts supporting the violations of the charter and laws are set forth in the October 9, 2007, and December 4, 2007, Reports.
 - TFSCS was notified of these violations and was given a reasonable opportunity to remedy the violations, as required by Education Code Sections 47607(d) and (e), and as evidenced in the December 4, 2007, Report. Forty-seven (47) provisions of the Corrective Action Plan were not successfully remedied.
 - These material violations of the charter and laws constituted grounds to revoke the charter under Education Code Sections 47607(c)(1), 47607(c)(2), and 47607(c)(4).

Los Angeles County Board of Education
Minutes of December 11, 2007
-6-

There were many questions and much discussion by Board members, Superintendent Robles, LACOE staff, and Today's Fresh Start Charter School representatives regarding the revocation of the school. Mr. Michael Amir from Doll Amir & Eley, LLP, attorney for TFSCS; Mr. Joseph Stark from Stark & Associates, attorney for LACOE; and Mrs. Shari Kim Gale, General Counsel, also spoke to questions from Board members.

Several documents were requested by Board members and Mr. Saenz and Mrs. Gilbert-Lurie requested a copy of the First Amended Complaint for Breach of Contract and Declaratory Relief. Staff supplied information requested to all Board members.

(The Board took a break at 5:00 p.m.; the Board meeting resumed at 5:12 p.m.)

The discussion continued regarding the revocation of Today's Fresh Start Charter School.

It was **MOVED** by Mr. Saenz, **SECONDED** by Mrs. Beauchamp, to revoke the charter of Today's Fresh Start Charter School (TFSCS), with the following amendment: **The Board directs the Superintendent to do everything within her power to urge the State Board in acting on any appeal to ensure that it acts on a timeline that would permit students currently enrolled to finish out the year.**

President Freer called a voice vote to revoke the charter of TFSCS with the above amendment:

Mr. Saenz	YES
Mrs. Waugh	YES
Ms. Anderson	NO
Mrs. Gilbert-Lurie	NO
Mrs. Papadakis	YES
Mrs. Beauchamp	YES
President Freer	NO

The motion was **CARRIED** to revoke the charter of Today's Fresh Charter School with the above amendment.

INFORMATION ITEMS

REPORT OF CONTRACTS NO. 12

The Report of Contracts contained descriptions of services, contract periods, estimated/actual expenditures and estimated/actual income.

All questions submitted by Board members were answered by staff.

Los Angeles County Board of Education
Minutes of December 11, 2007
-7-

REPORTS

The following reports were presented:

HRS MIGRATION

Mr. Shelton updated the Board on this project and answered questions. Project work has not been suspended but moves forward.

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA) TENTATIVE AGREEMENT FOR 2006-2009

Mrs. Carolina Pavia, Assistant Superintendent, Human Resource Services, announced that an agreement had been reached between the office and CSEA on September 27, 2007. The agreement was ratified by CSEA on October 29, 2007.

COMPENSATION FOR NON-REPRESENTED CLASSIFIED EMPLOYEES

Mrs. Pavia presented a report on compensation approved by the Superintendent for non-represented hourly classified employees who are assigned temporarily to job classifications that correspond to job classifications represented by CSEA.

GOVERNMENTAL RELATIONS

The Superintendent thanked Ms. Gibbs for attending a meeting with staff regarding the JCCS deficit, working on strategies which will be shared in January. Ms. Gibbs stated that the budget is a priority for the Governor, and lobbyists are looking at clean-up legislation.

Superintendent Robles stated the Education Management Team that met with Governor Schwarzenegger and Secretary David Long have declared that 2008 will not be the Year of Education. The Governor's Office is discussing ways to decrease expenditures and there is talk of mid-year cuts.

Dr. Mothner was congratulated as the new Curriculum & Instruction Committee (CISC) Chair for the California County Superintendents Educational Services Association (CCSESA).

BOARD COMMITTEE/LIAISON REPORTS

Ms. Anderson, Chair, Litigation Committee, stated that the Litigation Committee meeting would continue after the Board meeting adjourned.

Mrs. Waugh stated that last week she attended, with Superintendent Robles, the Head Start Policy Council training.

LOS ANGELES COUNTY BOARD OF EDUCATION MEETING SCHEDULE, ESTABLISHMENT OF MEETING TIMES, FUTURE AGENDA ITEMS, FOLLOWUP

The calendar was presented for discussion, to establish meeting times, and to receive Board members' requests for future agenda items.

Los Angeles County Board of Education
Minutes of December 11, 2007
-8-

Superintendent Robles stated that the SEA Charter School report will be received by Board members in their December 28 packet to review before the January 8 meeting.

Mr. Saenz stated that he would not be at the January 15 Board meeting.

Mrs. Waugh requested that the PTA Presidents registration request for the CCSESA/CCBE/CSPTA meeting in March be added to Recommendations on January 8.

The joint meeting between the Board of Education and the Personnel Commission is close to being confirmed for February 19.

ADJOURNMENT

President Freer adjourned the meeting at 6:01 p.m. in memory of Maxine Frost who recently passed away. Ms. Frost was a Riverside Unified Board member for 40 years, President of California School Boards Association (CSBA), and most recently received the Ferd. Kiesel Memorial Distinguished Service Award from Association for California School Administrators (ACSA).

TRANSCRIPTS
OF BOARD
MEETING-TFS

DATES

10/16/07

11/16/07

12/14/07

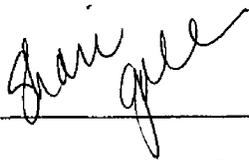
12/28/07

(whi Notebk)

**AUDIO TRANSCRIPTION
DISK 1 SIDE B**

10/16/07

Re: Los Angeles County Board of Education
Today's Fresh Start Charter School



AUDIO TRANSCRIPTION
DISK 1, SIDE B

Transcribed by:
SUSAN H. CAIOPOULOS
CSR No. 8122
Job No. 76219B

Page 1

1 * * *

2

3 PRESIDENT FREER: Item E, notification to

4 Today's Fresh Charter -- Fresh Start Charter School of

5 intent to revoke the charter.

6 BOARD MEMBER SAENZ: Move approval.

7 PRESIDENT FREER: Moved by Mr. Saenz.

8 BOARD MEMBER WAUGH: Second.

9 PRESIDENT FREER: Seconded by Mrs. Waugh.

10 Discussion? Well, I'm going to come to discussion.

11 BOARD MEMBER WAUGH: Yeah.

12 PRESIDENT FREER: Okay. Well, the first light

13 I think I saw was Ms. Anderson, was it? I thought he

14 was --

15 BOARD MEMBER ANDERSON: Well, Mr. Saenz made

16 the motion, so he should be first.

17 PRESIDENT FREER: Okay. Go ahead. I'm sorry,

18 I thought that's what the light was for. Proceed.

19 BOARD MEMBER SAENZ: I don't turn on the light

20 to make a motion.

21 BOARD MEMBER ANDERSON: Well, he did put on a

22 light.

23 BOARD MEMBER SAENZ: I know the rules.

24 PRESIDENT FREER: Huh?

25 BOARD MEMBER SAENZ: I know the rules.

Page 3

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Re: Los Angeles County Board of Education
Today's Fresh Start Charter School

Audio Transcription, transcribed in Irvine,
California, by SUSAN H. CAIOPOULOS, Certified Shorthand
Reporter No. 8122.

Page 2

1 PRESIDENT FREER: Well, I know some of them,

2 not all of them. But I'm learning. Proceed.

3 BOARD MEMBER SAENZ: I am moving to start this

4 process, on the understanding that the superintendent

5 has already invited CCSA to work with us to see if there

6 is a way to resolve these issues.

7 It's my understanding that this process is --

8 provides enough time to commence the process, and it

9 will not end until December, which will provide enough

10 time for us to attempt to determine if there is a way to

11 resolve the issues.

12 I am making this motion with that

13 understanding, that we will attempt to do that. But

14 also with the full knowledge and belief that there is

15 sufficient evidence to support commencing the process of

16 revocation.

17 PRESIDENT FREER: And next, Mrs. Waugh.

18 BOARD MEMBER WAUGH: I thought you were going

19 to -- okay.

20 I agree with everything that's been said. And

21 I wanted to make sure on the record, because I also

22 brought up not having a quorum for certain decisions

23 that were made, which our Board of Education never makes

24 decisions without a full quorum.

25 But regarding the 300,000, I never made a -- my

Page 4

1 (Pages 1 to 4)

**AUDIO TRANSCRIPTION
DISK 1 SIDE B**

10/16/07

1 words were what I said. It was not that the loan was
 2 from Fresh Start to the Clarks, but it was the loan that
 3 was given to Fresh Start by the Clarks. But it was
 4 never brought to the board of directors on a vote to
 5 accept that loan, and it was just sort of in the
 6 minutes. It was never really --
 7 But there were a lot of things, otherwise,
 8 that -- in the governance. I am very tough about
 9 governance. And this charter school in particular has
 10 not been run as the governance statutes. And maybe this
 11 might have been the wake-up call for a lot of it, so
 12 let's hope it is.
 13 But I have to say that in every government code
 14 and in everything that has been done, even for the Board
 15 of Supervisors and the City Council and everything,
 16 governance is a big, big issue. And I felt that reading
 17 everything, that I was tough.
 18 And I have to say I know the allegations have
 19 been made that we shouldn't believe everything from our
 20 staff. Our staff are excellent, outstanding, and
 21 they've worked in depth when they do things. They do
 22 not just give the Board to pacify or to just maybe show
 23 us a resolution or whatever. But I certainly believe in
 24 the work that our staff has done.
 25 But in the governance piece, I am appalled that

Page 5

1 transparency that must go along with those public funds.
 2 And until -- and whenever you get the public funds,
 3 you've just got to be open and be willing to be audited,
 4 scrutinized and reviewed.
 5 You can't treat -- I don't care how much of
 6 your own personal money is involved. Once you accept
 7 public funds, once you become a public entity, you have
 8 greater responsibilities for reporting. And if you
 9 can't do it, then you have to step back and go back to
 10 being private and forget using the public funds.
 11 So I'm with Mr. Saenz in saying I hope we can
 12 work this out. But I will be very critical about the
 13 openness and the transparency and the proper reporting
 14 and the proper recording that must go forward in any
 15 entity receiving public funds.
 16 PRESIDENT FREER: Ms. Gilbert-Lurie.
 17 BOARD MEMBER GILBERT-LURIE: Well, I agree with
 18 everything that's been said as well.
 19 I do hope that a reconciliation could take
 20 place. It seems that -- you know, and I want staff to
 21 hear this, as well as the charter and Dr. Parker.
 22 Because it does seem to me that -- because I think
 23 everyone is skeptical on all sides right now.
 24 And it seems that there's an opportunity for a
 25 win-win situation. It takes a lot to start a charter

Page 7

1 this school has been run the way it has been run by the
 2 governance.
 3 PRESIDENT FREER: Mrs. Anderson.
 4 BOARD MEMBER ANDERSON: Thank you.
 5 I raised a lot of questions about governance,
 6 too. And I do hope that in the process, in these next
 7 few months, that some clarity will come as a result.
 8 And I'm very concerned that Today's Fresh Start
 9 has counsel, and counsel has not assisted Today's Fresh
 10 Start in meeting the requirements of the corporation's
 11 code and of the requirements to have the appropriate
 12 minutes, to have the appropriate people making motions
 13 and making sure that if there are some potential
 14 conflicts of interest, that those are addressed in the
 15 minutes.
 16 I think that a lot of the issues that are
 17 raised, that I raised, could have been resolved had the
 18 minutes been properly prepared and submitted. And I
 19 don't know if the responses were submitted under a tight
 20 time constraint or if they were submitted with the
 21 attitude that we don't have to respond to these issues
 22 if we don't want to.
 23 But I think that in light of the fact that
 24 public funds are being provided to Today's Fresh Start,
 25 and despite what anybody says, there is a whole lot of

Page 6

1 school and to attract these students. And so if this
 2 house could be put in order and the concerns addressed,
 3 and a fresh start made, no pun intended, I think we
 4 would all be well served. So I think it would be in all
 5 of our interests if that could come about.
 6 Although I think that the things -- the
 7 problems that exist are real problems, and I think -- I
 8 really urge everyone involved, you know, this isn't --
 9 this isn't so much a trial, as an opportunity to see if
 10 we can come together and remedy the deficiencies that
 11 were found. So I just want to say I hope that that does
 12 come about.
 13 And I also would like to know from staff, as a
 14 part of this, what our thoughts are about those
 15 students, what the options would be for those students
 16 who are at the school. So I want to know what would
 17 happen to those 532 students.
 18 DR. ROBLES: Well, I think the process -- if
 19 you go through the process and things can't be resolved,
 20 and we move forward and the board makes a decision to
 21 revoke, the school stays open during their appeal
 22 process to the state board.
 23 BOARD MEMBER GILBERT-LURIE: Right.
 24 BOARD MEMBER SAENZ: Right.
 25 DR. ROBLES: So that would go on. And with the

Page 8

2 (Pages 5 to 8)

AUDIO TRANSCRIPTION
DISK 1 SIDE B

10/16/07

1 state board meeting every other month, it's unlikely
2 that -- in December, they would probably meet February
3 or March.
4 I think it would be our recommendation that
5 whatever that decision is, if the state board is going
6 to follow our recommendation to revoke, that they would
7 stay open until the end of the school year, so that they
8 could stay in school, so that we could find either other
9 charter schools or other schools. That's the worst --
10 BOARD MEMBER GILBERT-LURIE: That's what I
11 would like to know. I would like to know the schools
12 around this school, for the students to go to, what
13 those options would be, and what the nearby charter
14 schools -- I would like our sense -- because we don't
15 know what the state is going to do. They might revoke
16 immediately if they -- you know, if they don't want
17 another charter school. We don't know what's going to
18 happen. So all we can assume, if we revoke, is that we
19 have no say over those students. So I would like to
20 know what the options would be for those students, the
21 consequences of our actions.
22 DR. ROBLES: Well, again, I probably would
23 recommend that we only look at the charter schools in
24 that area. Because not knowing where every student
25 lives -- the student could live not in that area where

Page 9

1 whether there's room at the charter schools. I mean,
2 how filled those charter schools are.
3 DR. ROBLES: Correct.
4 BOARD MEMBER GILBERT-LURIE: Right?
5 DR. ROBLES: Correct.
6 BOARD MEMBER GILBERT-LURIE: Because, you know,
7 if a charter school is extremely popular around there,
8 they wouldn't be likely to take 532 students, or
9 whatever that number is. So -- but again, I hope that
10 you could pull together all the help you have to try to
11 meet our staff's concerns.
12 PRESIDENT FREER: Dr. Robles, I believe in your
13 comments you stated you would hope that the state board
14 would not act before a certain date. But the board is
15 at liberty to act any way, at any time?
16 DR. ROBLES: Yes. But I think that if we would
17 have a recommendation to them, I think they would take
18 our recommendation.
19 PRESIDENT FREER: And listen to it, you think
20 they would listen?
21 DR. ROBLES: Right, they wouldn't want to upset
22 kids in the middle of April or May, with eight or nine
23 weeks left. I've seen them do that in the past. I
24 wouldn't expect that they would not do it otherwise.
25 PRESIDENT FREER: Any other questions?

Page 11

1 the school is located, so they may want to go back to
2 their home school, which could be in another area. But
3 I could say charter schools that might be available.
4 BOARD MEMBER GILBERT-LURIE: Well, maybe that,
5 and maybe we have a sense of the addresses of the
6 students there.
7 In other words, I guess my concern always in
8 these situations, I know we have a great deal of
9 responsibility of the chartering entity, and that's why
10 we're in this situation, and that's why staff has this
11 recommendation.
12 On the other hand, once we do charter a school,
13 we have taken on a responsibility for those students.
14 And so not only do I want to make sure that the board is
15 meeting the right amount of times, that we have a
16 full-enough board and all of that, but I want to weigh
17 that. To me, another relevant issue is what would
18 happen to those students. And so I want to understand
19 that as well.
20 DR. ROBLES: I don't know. I know that we've
21 asked every charter school to submit a class list with
22 addresses so we can do a zip code search.
23 BOARD MEMBER GILBERT-LURIE: Okay.
24 DR. ROBLES: And we'll get the charter schools.
25 BOARD MEMBER GILBERT-LURIE: Thank you. And

Page 10

1 Mrs. Papadakis? Your light is not on, but I can see
2 from your expression you want to say something.
3 BOARD MEMBER PAPADAKIS: Yes. The thing is
4 that I must admit that I did not pile through those
5 three books, those three -- you know, I did not go
6 through those.
7 And I know that charter schools from the very
8 beginning have been -- when I was on the state board,
9 that's where we granted the first 100 charter schools,
10 was the idea that they could perhaps find a better way
11 to educate kids. That we were going to cut -- they were
12 going to cut through some of the education code, the
13 rules and regulations, and be able to find a better way
14 to educate the students that come to them.
15 It doesn't mean that they can, you know,
16 Ollie, Ollie -- everything is free. No, no, no. They
17 are using taxpayer funds, and they must be accountable,
18 and they must -- there are regulations. There are
19 regulations. There are standards of -- administrative
20 standards of how to conduct a charter school.
21 Still, they had the freedom to educate the
22 students as they saw fit, you know, not necessarily --
23 whatever textbooks they chose, whatever they chose, it
24 was not -- it was innovative, and they could design
25 their own program. I voted for that, and we -- and look

Page 12

3 (Pages 9 to 12)

AUDIO TRANSCRIPTION
DISK 1 SIDE B

10/16/07

1 at the plethora of charter schools. We have so many
2 now, not 100, in the state of California.
3 It seems from what I've -- the little I know
4 about all of the investigative work that has been done
5 and everything else is the board meetings, only three a
6 year and three members, things like that that were --
7 you know, oversight, the oversight. And then, of
8 course, we have to -- there must be accountability.
9 I, too, am concerned about the students that
10 are there that -- where would they go if, you know, we
11 revoke the charter. Where would they go.
12 And still I value the work and the
13 responsibility of the staff that spent all this time
14 looking -- compiling three books of what they
15 discovered, what they are responsible for, what their
16 job was.
17 So I would be led by my fellow board members to
18 see if there is some reconciliation, some way we can
19 resolve this problem for the benefit of the students.
20 PRESIDENT FREER: Okay. Are you finished?
21 BOARD MEMBER GILBERT-LURIE: That's all.
22 PRESIDENT FREER: That's it. Any other
23 comments from board members?
24 Then I guess we're at the point we're ready to
25 vote. And on the motion -- and I hope I'm stating it

Page 13

1 the action today of public hearing November 6th, and
2 the -- (End of recording.)
3
4 * * *
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 15

correctly. If not, Mr. Saenz will correct me. The
2 motion is to recommend notification of revocation --
3 intent to revoke the charter for this school. Is that
4 correct?
5 BOARD MEMBER SAENZ: Correct.
6 PRESIDENT FREER: Pardon?
7 BOARD MEMBER SAENZ: My motion is to approve
8 the superintendent's recommendation to begin the process
9 of revocation.
10 PRESIDENT FREER: The revocation process; is
11 that correct?
12 BOARD MEMBER SAENZ: That's correct.
13 PRESIDENT FREER: Does everyone understand
14 that?
15 BOARD MEMBER ANDERSON: The recommendation --
16 PRESIDENT FREER: Repeat it for her, please.
17 BOARD MEMBER SAENZ: My motion is to approve
18 the superintendent's recommendation which would commence
19 the revocation process.
20 BOARD MEMBER ANDERSON: Okay.
21 BOARD MEMBER SAENZ: As I understand it.
22 DR. ROBLES: And my recommendation is that the
23 Board give notice to Today's Fresh Start Charter School
24 of the Board's intent to revoke the charter for Today's
25 Fresh Start. And the timeline includes the intent of

Page 14

1
2
3
4 I, the undersigned, a Certified Shorthand
5 Reporter of the State of California, do hereby certify:
6 That the audio recording was listened to and
7 taken down by me using machine shorthand which was
8 thereafter transcribed under my direction; further, that
9 the foregoing is an accurate transcription thereof.
10 I further certify that I am neither financially
11 interested in the action nor a relative or employee of
12 any attorney of any of the parties.
13 IN WITNESS WHEREOF, I have this date subscribed
14 my name.
15
16 Dated: _____
17
18
19
20
21
22
23
24
25

SUSAN H. CAIPOULOS
CSR No. 8122

Page 16

4 (Pages 13 to 16)

AUDIO TRANSCRIPTION
DISK 1 SIDE B

10/16/07

<p>A</p> <p>able 12:13 accept 5:5 7:6 accountability 13:8 accountable 12:17 accurate 16:9 act 11:14,15 action 15:1 16:11 actions 9:21 addressed 6:14 8:2 addresses 10:5,22 administrative 12:19 admit 12:4 agree 4:20 7:17 ahead 3:17 allegations 5:18 amount 10:15 Anderson 3:13,15,21 6:3,4 14:15,20 Angeles 1:4 2:4 anybody 6:25 appalled 5:25 appeal 8:21 appropriate 6:11,12 approval 3:6 approve 14:7,17 April 11:22 area 9:24,25 10:2 asked 10:21 assisted 6:9 assume 9:18 attempt 4:10,13 attitude 6:21 attorney 16:12 attract 8:1 audio 1:15 2:15 16:6 audited 7:3 available 10:3</p>	<p>8:24 9:1,5,10 10:4 10:14,16,23,25 11:4,6,13,14 12:3,8 13:5,17,21,23 14:5 14:7,12,15,17,20,21 14:23 Board's 14:24 books 12:5 13:14 brought 4:22 5:4</p>	<p>correctly 14:1 Council 5:15 counsel 6:9,9 County 1:4 2:4 course 13:8 critical 7:12 CSR 1:22 16:20 cut 12:11,12</p>	<p>finished 13:20 first 3:12,16 12:9 fit 12:22 follow 9:6 foregoing 16:9 forget 7:10 forward 7:14 8:20 found 8:11 free 12:16 freedom 12:21 FREER 3:3,7,9,12,17 3:24 4:1,17 6:3 7:16 11:12,19,25 13:20,22 14:6,10 14:13,16 fresh 1:5 2:5 3:4,4 5:2,3 6:8,9,24 8:3 14:23,25 full 4:14,24 full-enough 10:16 funds 6:24 7:1,2,7,10 7:15 12:17 further 16:8,10</p>	<p>7:19 8:11 11:9,13 13:25 house 8:2 Huh 3:24</p>
<p>B</p> <p>B 1:16 back 7:9,9 10:1 beginning 12:8 belief 4:14 believe 5:19,23 11:12 benefit 13:19 better 12:10,13 big 5:16,16 board 1:4 2:4 3:6,8 3:11,15,19,21,23,25 4:3,18,23 5:4,14,22 6:4 7:17 8:20,22,23</p>	<p>C</p> <p>CAIOPOULOS 1:21 2:16 16:19 California 2:16 13:2 16:5 call 5:11 care 7:5 CCSA 4:5 certain 4:22 11:14 certainly 5:23 Certified 2:16 16:4 certify 16:5,10 charter 1:5 2:5 3:4,4 3:5 5:9 7:21,25 9:9 9:13,17,23 10:3,12 10:21,24 11:1,2,7 12:7,9,20 13:1,11 14:3,23,24 chartering 10:9 chose 12:23,23 City 5:15 clarity 6:7 Clarks 5:2,3 class 10:21 code 5:13 6:11 10:22 12:12 come 3:10 6:7 8:5,10 8:12 12:14 commence 4:8 14:18 commencing 4:15 comments 11:13 13:23 compiling 13:14 concern 10:7 concerned 6:8 13:9 concerns 8:2 11:11 conduct 12:20 conflicts 6:14 consequences 9:21 constraint 6:20 corporation's 6:10 correct 11:3,5 14:1,4 14:5,11,12</p>	<p>D</p> <p>date 11:14 16:13 Dated 16:16 deal 10:8 December 4:9 9:2 decision 8:20 9:5 decisions 4:22,24 deficiencies 8:10 depth 5:21 design 12:24 despite 6:25 determine 4:10 direction 16:8 directors 5:4 discovered 13:15 discussion 3:10,10 DISK 1:16 Dr 7:21 8:18,25 9:22 10:20,24 11:3,5,12 11:16,21 14:22</p>	<p>G</p> <p>Gilbert-Lurie 7:16 7:17 8:23 9:10 10:4 10:23,25 11:4,6 13:21 give 5:22 14:23 given 5:3 go 3:17 7:1,9,14 8:19 8:25 9:12 10:1 12:5 13:10,11 going 3:10 4:18 9:5 9:15,17 12:11,12 governance 5:8,9,10 5:16,25 6:2,5 government 5:13 granted 12:9 great 10:8 greater 7:8 guess 10:7 13:24</p>	<p>I</p> <p>idea 12:10 immediately 9:16 includes 14:25 innovative 12:24 intended 8:3 intent 3:5 14:3,24,25 interest 6:14 interested 16:11 interests 8:5 investigative 13:4 invited 4:5 involved 7:6 8:8 Irvine 2:15 issue 5:16 10:17 issues 4:6,11 6:16,21 Item 3:3</p>
		<p>E</p> <p>E 3:3 educate 12:11,14,21 education 1:4 2:4 4:23 12:12 eight 11:22 either 9:8 employee 16:11 entity 7:7,15 10:9 evidence 4:15 excellent 5:20 exist 8:7 expect 11:24 expression 12:2 extremely 11:7</p>	<p>H</p> <p>H 1:21 2:16 16:19 hand 10:12 happen 8:17 9:18 10:18 hear 7:21 hearing 15:1 help 11:10 home 10:2 hope 5:12 6:6 7:11</p>	<p>J</p> <p>job 1:23 13:16</p> <p>K</p> <p>kids 11:22 12:11 know 3:23,25 4:1 5:18 6:19 7:20 8:8 8:13,16 9:11,11,15 9:16,17,20 10:8,20 10:20 11:6 12:5,7 12:15,22 13:3,7,10 knowing 9:24 knowledge 4:14</p>
		<p>F</p> <p>fact 6:23 February 9:2 fellow 13:17 felt 5:16 filled 11:2 financially 16:10 find 9:8 12:10,13</p>		<p>L</p> <p>learning 4:2 led 13:17 left 11:23 let's 5:12 liberty 11:15 light 3:12,18,19,22 6:23 12:1 list 10:21 listen 11:19,20 listened 16:6 little 13:3 live 9:25 lives 9:25 loan 5:1,2,5 located 10:1 look 9:23 12:25</p>

**AUDIO TRANSCRIPTION
DISK 1 SIDE B**

10/16/07

<p>looking 13:14 Los 1:4 2:4 lot 5:7,11 6:5,16,25 7:25</p> <hr/> <p>M</p> <p>machine 16:7 making 4:12 6:12,13 March 9:3 mean 11:1 12:15 meet 9:2 11:11 meeting 6:10 9:1 10:15 meetings 13:5 MEMBER 3:6,8,11,15 3:19,21,23,25 4:3 4:18 6:4 7:17 8:23 8:24 9:10 10:4,23 10:25 11:4,6 12:3 13:21 14:5,7,12,15 14:17,20,21 members 13:6,17,23 middle 11:22 minutes 5:6 6:12,15 6:18 money 7:6 month 9:1 months 6:7 motion 3:16,20 4:12 13:25 14:2,7,17 motions 6:12 move 3:6 8:20 Moved 3:7 moving 4:3</p> <hr/> <p>N</p> <p>name 16:14 nearby 9:13 necessarily 12:22 neither 16:10 never 4:23,25 5:4,6 nine 11:22 notice 14:23 notification 3:3 14:2 November 15:1 number 11:9</p> <hr/> <p>O</p> <p>okay 3:12,17 4:19 10:23 13:20 14:20 Ollie 12:16,16 once 7:6,7 10:12 open 7:3 8:21 9:7 openness 7:13</p>	<p>opportunity 7:24 8:9 options 8:15 9:13,20 order 8:2 outstanding 5:20 oversight 13:7,7</p> <hr/> <p>P</p> <p>pacify 5:22 Papadakis 12:1,3 Pardon 14:6 Parker 7:21 part 8:14 particular 5:9 parties 16:12 people 6:12 personal 7:6 piece 5:25 pile 12:4 place 7:20 please 14:16 plethora 13:1 point 13:24 popular 11:7 potential 6:13 prepared 6:18 PRESIDENT 3:3,7,9 3:12,17,24 4:1,17 6:3 7:16 11:12,19 11:25 13:20,22 14:6,10,13,16 private 7:10 probably 9:2,22 problem 13:19 problems 8:7,7 Proceed 3:18 4:2 process 4:4,7,8,15 6:6 8:18,19,22 14:8 14:10,19 program 12:25 proper 7:13,14 properly 6:18 provide 4:9 provided 6:24 provides 4:8 public 6:24 7:1,2,7,7 7:10,15 15:1 pull 11:10 pun 8:3 put 3:21 8:2</p> <hr/> <p>Q</p> <p>questions 6:5 11:25 quorum 4:22,24</p>	<p>R</p> <p>raised 6:5,17,17 reading 5:16 ready 13:24 real 8:7 really 5:6 8:8 receiving 7:15 recommend 9:23 14:2 recommendation 9:4,6 10:11 11:17 11:18 14:8,15,18 14:22 reconciliation 7:19 13:18 record 4:21 recording 7:14 15:2 16:6 regarding 4:25 regulations 12:13,18 12:19 relative 16:11 relevant 10:17 remedy 8:10 Repeat 14:16 Reporter 2:17 16:5 reporting 7:8,13 requirements 6:10 6:11 resolution 5:23 resolve 4:6,11 13:19 resolved 6:17 8:19 respond 6:21 responses 6:19 responsibilities 7:8 responsibility 10:9 10:13 13:13 responsible 13:15 result 6:7 reviewed 7:4 revoke 14:3 revocation 4:16 14:2 14:9,10,19 revoke 3:5 8:21 9:6 9:15,18 13:11 14:24 right 7:23 8:23,24 10:15 11:4,21 Robles 8:18,25 9:22 10:20,24 11:3,5,12 11:16,21 14:22 room 11:1 rules 3:23,25 12:13</p>	<p>run 5:10 6:1,1</p> <hr/> <p>S</p> <p>Saenz 3:6,7,15,19,23 3:25 4:3 7:11 8:24 14:1,5,7,12,17,21 saw 3:13 12:22 saying 7:11 says 6:25 school 1:5 2:5 3:4 5:9 6:1 8:1,16,21 9:7,8,12,17 10:1,2 10:12,21 11:7 12:20 14:3,23 schools 9:9,9,11,14 9:23 10:3,24 11:1,2 12:7,9 13:1 scrutinized 7:4 search 10:22 Second 3:8 Seconded 3:9 see 4:5 8:9 12:1 13:18 seen 11:23 sense 9:14 10:5 served 8:4 shorthand 2:16 16:4 16:7 show 5:22 SIDE 1:16 sides 7:23 situation 7:25 10:10 situations 10:8 skeptical 7:23 sorry 3:17 sort 5:5 spent 13:13 staff 5:20,20,24 7:20 8:13 10:10 13:13 staff's 11:11 standards 12:19,20 start 1:5 2:5 3:4 4:3 5:2,3 6:8,10,24 7:25 8:3 14:23,25 state 8:22 9:1,5,15 11:13 12:8 13:2 16:5 stated 11:13 stating 13:25 statutes 5:10 stay 9:7,8 stays 8:21 step 7:9 student 9:24,25</p>	<p>students 8:1,15,15 8:17 9:12,19,20 10:6,13,18 11:8 12:14,22 13:9,19 submit 10:21 submitted 6:18,19 6:20 subscribed 16:13 sufficient 4:15 superintendent 4:4 14:8,18 Supervisors 5:15 support 4:15 sure 4:21 6:13 10:14 SUSAN 1:21 2:16 16:19</p> <hr/> <p>T</p> <p>take 7:19 11:8,17 taken 10:13 16:7 takes 7:25 taxpayer 12:17 textbooks 12:23 Thank 6:4 10:25 thereof 16:9 thing 12:3 things 5:7,21 8:6,19 13:6 think 3:13 6:16,23 7:22 8:3,4,6,7,18 9:4 11:16,17,19 thought 3:13,18 4:18 thoughts 8:14 three 12:5,5 13:5,6 13:14 tight 6:19 time 4:8,10 6:20 11:15 13:13 timeline 14:25 times 10:15 today 15:1 Today's 1:5 2:5 3:4 6:8,9,24 14:23,24 tough 5:8,17 transcribed 1:21 2:15 16:8 transcription 1:15 2:15 16:9 transparency 7:1,13 treat 7:5 trial 8:9 try 11:10</p>
--	--	--	--	--

**AUDIO TRANSCRIPTION
DISK 1 SIDE B**

10/16/07

turn 3:19	3			
U	300,000 4:25			
undersigned 16:4	5			
understand 10:18 14:13,21	532 8:17 11:8			
understanding 4:4,7 4:13	6			
upset 11:21	6th 15:1			
urge 8:8	7			
V	76219B 1:23			
value 13:12	8			
vote 5:4 13:25	8122 1:22 2:17			
voted 12:25	16:20			
W				
wake-up 5:11				
want 6:22 7:20 8:11 8:16 9:16 10:1,14 10:16,18 11:21 12:2				
wanted 4:21				
Waugh 3:8,9,11 4:17 4:18				
way 4:6,10 6:1 11:15 12:10,13 13:18				
weeks 11:23				
weigh 10:16				
we'll 10:24				
we're 10:10 13:24,24				
we've 10:20				
WHEREOF 16:13				
willing 7:3				
win-win 7:25				
WITNESS 16:13				
words 5:1 10:7				
work 4:5 5:24 7:12 13:4,12				
worked 5:21				
worst 9:9				
wouldn't 11:8,21,24				
Y				
Yeah 3:11				
year 9:7 13:6				
Z				
zip 10:22				
1				
1 1:16				
100 12:9 13:2				

**AUDIO TRANSCRIPTION
DISK 2**

10/16/07

Re: Los Angeles County Board of Education
Today's Fresh Start Charter School

**AUDIO TRANSCRIPTION
DISK 2**

Transcribed by:
SUSAN H. CAIOPOULOS
CSR No. 8122
Job No. 76219A

Page 1

1 * * *

2

3 PRESIDENT FREER: Mrs. Waugh.

4 BOARD MEMBER WAUGH: Yes.

5 PRESIDENT FREER: Ms. Anderson.

6 BOARD MEMBER ANDERSON: Yes.

7 PRESIDENT FREER: Mrs. Beauchamp.

8 BOARD MEMBER BEAUCHAMP: Yes.

9 PRESIDENT FREER: Mrs. Papadakis.

10 BOARD MEMBER PAPADAKIS: Yes.

11 PRESIDENT FREER: Mrs. --

12 BOARD MEMBER GILBERT-LURIE: Well, we have it.

13 We're set.

14 PRESIDENT FREER: We have one, two, three,

15 four, five.

16 SUPERINTENDENT ROBLES: Could I ask the Board

17 on this, because it is --

18 PRESIDENT FREER: Let me conclude this.

19 SUPERINTENDENT ROBLES: I'm sorry.

20 BOARD MEMBER WAUGH: I think we need a --

21 PRESIDENT FREER: The Board has voted to, based

22 on the Superintendent's recommendation, give notice to

23 Today's Fresh Start Charter School that it's the Board's

24 intent to revoke the charter.

25 Now, Superintendent Robles.

Page 3

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Re: Los Angeles County board of Education
Today's Fresh Start Charter School

Audio Transcription, transcribed in Irvine,
California, by SUSAN H. CAIOPOULOS, Certified Shorthand
Reporter No. 8122.

Page 2

1 SUPERINTENDENT ROBLES: I would hope that -- it

2 would be my recommendation, with something as important

3 as this, that each board member would vote.

4 BOARD MEMBER WAUGH: I think so, too.

5 SUPERINTENDENT ROBLES: Because it needs to

6 show either unanimous or abstained. But something as

7 important as this, for the record, I would recommend

8 that each board member take a vote. That's my

9 recommendation.

10 BOARD MEMBER WAUGH: I agree.

11 BOARD MEMBER PAPADAKIS: Wait a minute. I'm

12 sorry, I didn't hear you.

13 BOARD MEMBER GILBERT-LURIE: Shouldn't we have

14 to be unanimous that we're sending the intent, when

15 we're already sending the intent.

16 PRESIDENT FREER: We don't have to be

17 unanimous.

18 BOARD MEMBER GILBERT-LURIE: No, but I'm just

19 saying we're already sending the intent.

20 PRESIDENT FREER: No big deal. Just vote.

21 BOARD MEMBER GILBERT-LURIE: Okay. I abstain.

22 PRESIDENT FREER: And I do so also.

23 BOARD MEMBER GILBERT-LURIE: There you go.

24 PRESIDENT FREER: So there you have it. The

25 superintendent's recommendation prevails.

Page 4

1 (Pages 1 to 4)

**AUDIO TRANSCRIPTION
DISK 2**

10/16/07

1 All right. Are we ready for the information
2 items?
3 UNIDENTIFIED SPEAKER: Yes.
4
5 * * *
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 5

2
3
4 I, the undersigned, a Certified Shorthand
5 Reporter of the State of California, do hereby certify:
6 That the audio recording was listened to and
7 taken down by me using machine shorthand which was
8 thereafter transcribed under my direction; further, that
9 the foregoing is an accurate transcription thereof.
10 I further certify that I am neither financially
11 interested in the action nor a relative or employee of
12 any attorney of any of the parties.
13 IN WITNESS WHEREOF, I have this date subscribed
14 my name.
15
16 Dated: _____
17
18
19
20 SUSAN H. CAIOPOULOS
21 CSR No. 8122
22
23
24
25

Page 6

**AUDIO TRANSCRIPTION
DISK 2**

10/16/07

<p>A abstain 4:21 abstained 4:6 accurate 6:9 action 6:11 agree 4:10 Anderson 3:5,6 Angeles 1:4 2:4 attorney 6:12 audio 1:15 2:15 6:6</p> <hr/> <p>B based 3:21 Beauchamp 3:7,8 big 4:20 board 1:4 2:4 3:4,6,8 3:10,12,16,20,21 4:3,4,8,10,11,13,18 4:21,23 Board's 3:23</p> <hr/> <p>C CAIOPOULOS 1:21 2:16 6:19 California 2:16 6:5 Certified 2:16 6:4 certify 6:5,10 charter 1:5 2:5 3:23 3:24 conclude 3:18 County 1:4 2:4 CSR 1:22 6:20</p> <hr/> <p>D date 6:13 Dated 6:16 deal 4:20 direction 6:8 DISK 1:16</p> <hr/> <p>E Education 1:4 2:4 either 4:6 employee 6:11</p> <hr/> <p>F financially 6:10 five 3:15 foregoing 6:9 four 3:15 FREER 3:3,5,7,9,11 3:14,18,21 4:16,20 4:22,24 Fresh 1:5 2:5 3:23</p>	<p>further 6:8,10</p> <hr/> <p>G GILBERT-LURIE 3:12 4:13,18,21,23 give 3:22 go 4:23</p> <hr/> <p>H H 1:21 2:16 6:19 hear 4:12 hope 4:1</p> <hr/> <p>I important 4:2,7 information 5:1 intent 3:24 4:14,15 4:19 interested 6:11 Irvine 2:15 items 5:2</p> <hr/> <p>J Job 1:23</p> <hr/> <p>L listened 6:6 Los 1:4 2:4</p> <hr/> <p>M machine 6:7 member 3:4,6,8,10 3:12,20 4:3,4,8,10 4:11,13,18,21,23 minute 4:11</p> <hr/> <p>N name 6:14 need 3:20 needs 4:5 neither 6:10 notice 3:22</p> <hr/> <p>O Okay 4:21</p> <hr/> <p>P Papadakis 3:9,10 4:11 parties 6:12 PRESIDENT 3:3,5,7 3:9,11,14,18,21 4:16,20,22,24 prevails 4:25</p>	<p>R ready 5:1 recommend 4:7 recommendation 3:22 4:2,9,25 record 4:7 recording 6:6 relative 6:11 Reporter 2:17 6:5 revoke 3:24 right 5:1 Robles 3:16,19,25 4:1,5</p> <hr/> <p>S saying 4:19 School 1:5 2:5 3:23 sending 4:14,15,19 set 3:13 shorthand 2:16 6:4 6:7 show 4:6 sorry 3:19 4:12 SPEAKER 5:3 Start 1:5 2:5 3:23 State 6:5 subscribed 6:13 Superintendent 3:16,19,25 4:1,5 superintendent's 3:22 4:25 SUSAN 1:21 2:16 6:19</p> <hr/> <p>T take 4:8 taken 6:7 thereof 6:9 think 3:20 4:4 three 3:14 Today's 1:5 2:5 3:23 transcribed 1:21 2:15 6:8 transcription 1:15 2:15 6:9 two 3:14</p> <hr/> <p>U unanimous 4:6,14 4:17 undersigned 6:4 UNIDENTIFIED 5:3</p> <hr/> <p>V</p>	<p>vote 4:3,8,20 voted 3:21</p> <hr/> <p>W Wait 4:11 Waugh 3:3,4,20 4:4 4:10 we're 3:13 4:14,15 4:19 WHEREOF 6:13 WITNESS 6:13</p> <hr/> <p>2 2 1:16</p> <hr/> <p>7 76219A 1:23</p> <hr/> <p>8 8122 1:22 2:17 6:20</p>
--	---	--	--

AUDIO TRANSCRIPTION

11/16/07

<p>Re: Los Angeles County Board of Education Today's Fresh Start Charter School</p> <hr/> <p>AUDIO TRANSCRIPTION</p> <p>Transcribed by: SUSAN H. CAIOPOULOS CSR No. 8122 Job No. 77526</p> <p style="text-align: right;">Page 1</p>	<p>1 * * *</p> <p>2</p> <p>3 PRESIDENT FREER: The meeting of the</p> <p>4 Los Angeles County Board of Education for November the</p> <p>5 6th, 2007 will please come to order.</p> <p>6 Mrs. Beauchamp, would you please lead us in the</p> <p>7 pledge of allegiance to the flag.</p> <p>8 BOARD MEMBER BEAUCHAMP: I sure would.</p> <p>9 Please join me in the pledge of allegiance.</p> <p>10 "I pledge allegiance to the flag of the United</p> <p>11 States of America, and to the republic for which it</p> <p>12 stands, one nation under God, indivisible, with liberty</p> <p>13 and justice for all."</p> <p>14 PRESIDENT FREER: Thank you.</p> <p>15 BOARD MEMBER BEAUCHAMP: You're welcome.</p> <p>16 PRESIDENT FREER: The next item on the agenda</p> <p>17 is the ordering of our agenda.</p> <p>18 Dr. Robles, are there any changes?</p> <p>19 SUPERINTENDENT ROBLES: There's one, President.</p> <p>20 On your green sheet you'll notice the reordering of the</p> <p>21 agenda, that Item 3, "Presentations," will be held after</p> <p>22 Item 4B, "Today's Fresh Start." The interdistrict</p> <p>23 appeals will be held at approximately 4:45. And item</p> <p>24 4B, as stated in your agenda, will be held at 3:15. And</p> <p>25 other items will be held, items 5 through 8, after 4B.</p> <p style="text-align: right;">Page 3</p>
--	---

<p>1</p> <p>2</p> <p>3</p> <p>4 Re: Los Angeles County Board of Education</p> <p>5 Today's Fresh Start Charter School</p> <p>6</p> <p>7</p> <p>8</p> <p>9</p> <p>10</p> <p>11</p> <p>12</p> <p>13</p> <p>14</p> <p>15 Audio Transcription, transcribed in Irvine,</p> <p>16 California, by SUSAN H. CAIOPOULOS, Certified Shorthand</p> <p>17 Reporter No. 8122.</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25 * All spellings are phonetic</p> <p style="text-align: right;">Page 2</p>	<p>1 And any changes to the agenda are included on the green</p> <p>2 sheet as well.</p> <p>3 PRESIDENT FREER: Okay.</p> <p>4 BOARD MEMBER SAENZ: Move approval.</p> <p>5 PRESIDENT FREER: Moved by Mr. Saenz.</p> <p>6 BOARD MEMBER BEAUCHAMP: Second.</p> <p>7 PRESIDENT FREER: Seconded by Mrs. Beauchamp,</p> <p>8 to approve the agenda with the noted changes. All those</p> <p>9 in favor?</p> <p>10 (All say aye.)</p> <p>11 PRESIDENT FREER: Any opposition? Hearing</p> <p>12 none, it's approved.</p> <p>13 Then we move to Item D, "Approval of the</p> <p>14 Minutes, October the 9th." Do we have enough -- we have</p> <p>15 enough people, and we don't need an approval on that</p> <p>16 particular one. Does anyone have any changes you want</p> <p>17 to bring to our attention?</p> <p>18 BOARD MEMBER: Move approval.</p> <p>19 PRESIDENT FREER: We don't need one for that</p> <p>20 one.</p> <p>21 BOARD MEMBER: Right.</p> <p>22 PRESIDENT FREER: Thank you. Any --</p> <p>23 BOARD MEMBER: Oh, it's --</p> <p>24 PRESIDENT FREER: It's the study group.</p> <p>25 BOARD MEMBER: Right.</p> <p style="text-align: right;">Page 4</p>
--	--

1 (Pages 1 to 4)

1 BOARD MEMBER: Okay.
 2 PRESIDENT FREER: Okay. Then we move on to the
 3 minutes of October 16th. And there again we don't need
 4 a motion, unless someone wants to note any changes. And
 5 there are some minor ones that I mentioned to the
 6 secretary. Any others? Hearing none, the minutes of
 7 October the 9th and October the 16th have been approved.
 8 So now we go to communications. Any
 9 communications from board members? I don't see any.
 10 Well, I guess the two weeks off took everything out of
 11 everybody, huh? Superintendent Robles.
 12 SUPERINTENDENT ROBLES: Yes, Madam President.
 13 I just have a few items.
 14 I want to congratulate Communications. We were
 15 recently notified -- I'm going to cry now, I'm so
 16 emotional. We were notified that the Public Relations
 17 Society of America, the Los Angeles competition, that
 18 our LACOE Communications won two first place president
 19 awards for our work on the pandemic flu, the healthcare
 20 programs, and pro bono work.
 21 The healthcare programs award recognized the
 22 multifaceted communications work on the pandemic flu
 23 conferences and training opportunities that
 24 Communications coordinated. The pro bono award is for
 25 LACOE's wide response to the pandemic flu planning from

Page 5

1 about the roles of the governing board. And I want to
 2 thank again the staff. It was a great training.
 3 And also the dinner last Friday that Head Start
 4 put on for the outgoing policy council members was a
 5 hit. Great awards, fabulous speeches by several of the
 6 parents for accommodation to the staff and what they've
 7 learned as being a Head Start policy council. So thank
 8 you, Ms. Young-Levin and Ms. Lemm.
 9 And also just to -- and that's all. I chaired
 10 the other alley of it at the finance committee. And
 11 that's all, Madam President.
 12 PRESIDENT FREER: Thank you.
 13 Any communication from the public, from the
 14 hearings?
 15 SUPERINTENDENT ROBLES: We'll, they're -- okay.
 16 You want to do it during the public hearing?
 17 PRESIDENT FREER: Well, I guess we could, 20
 18 minutes. Because I think the --
 19 SUPERINTENDENT ROBLES: They get their own
 20 time.
 21 PRESIDENT FREER: They want their own 20
 22 minutes.
 23 SUPERINTENDENT ROBLES: Correct, uh-huh.
 24 PRESIDENT FREER: So shall we just let the
 25 public do theirs now?

Page 7

1 educational services, ETN, business and other areas. So
 2 we're pleased and say congratulations to Mr. Korn and
 3 his staff.
 4 And the nice thing is that we were in
 5 competition, Communications was, with PR agencies in
 6 Southern California from very large private firms to
 7 other large public agencies, such as DWP, and we won two
 8 first prices. So again, congratulations to Frank and
 9 his team.
 10 PRESIDENT FREER: Thank you.
 11 (Applause.)
 12 PRESIDENT FREER: I need --
 13 SUPERINTENDENT ROBLES: Just two more items.
 14 PRESIDENT FREER: Oh, I'm sorry.
 15 SUPERINTENDENT ROBLES: Just two more items,
 16 Madam President.
 17 PRESIDENT FREER: I thought you were finished.
 18 SUPERINTENDENT ROBLES: Yes.
 19 PRESIDENT FREER: Go right ahead.
 20 SUPERINTENDENT ROBLES: And I just want to
 21 again acknowledge the work of Ms. Levin, Ms. Sara
 22 Young-Levin and her staff, for hosting a great training
 23 session last week for the governing boards of our Head
 24 Start delegate agencies. It was a great turnout,
 25 standing room only. And we had a guest speaker talk

Page 6

1 SUPERINTENDENT ROBLES: I would do that,
 2 uh-huh.
 3 PRESIDENT FREER: That sounds like the
 4 appropriate way to go.
 5 SUPERINTENDENT ROBLES: Uh-huh.
 6 PRESIDENT FREER: So I don't have them -- I
 7 will call them up in the order that I have them here. I
 8 don't know if there is any sequencing. But I'm
 9 reminded, before we start, that there is a 20-minute
 10 maximum total for all the speakers, so keep that in
 11 mind.
 12 And the first one is Tyree Sherman, is that
 13 correct? Tyree Sherman? Okay. And your time doesn't
 14 start until you open the mike.
 15 TYREE SHERMAN: My name is Tyree Sherman from
 16 Today's Fresh Start Charter School.
 17 This year has been great for me. My teacher is
 18 named Ms. Shakeer, and she is a very good teacher. She
 19 helps us. She gives us board notes. We have class
 20 (inaudible) for -- we know when we need help or
 21 something, we'll go on the board and we write down our
 22 problem, and she help us with it. And we have
 23 educational videos for what we're working on.
 24 We have a very good school, which our classes
 25 are -- where we have dance, music and karate class. We

Page 8

Pages 5 to 8)

1 have a very good principal named Ms. Marsh that is
2 strict on us but will go easy. And our school give us a
3 great opportunity to learn.
4 PRESIDENT FREER: Thank you. All right.
Tyree.
6 And then there is a Brianna Bevels, is that
7 correct? Brianna, you may begin.
8 BRIANNA BEVELS: Hi. My name is Brianna
9 Bevels, and today I talk about my sixth grade here.
10 So far I have been enjoying myself this year.
11 I have made new friends, learned new things, and met a
12 new teacher. My teacher, named Ms. Shakeer, has helped
13 me learn in different ways. She's brought in
14 educational movies, draws or buys graphs to help us
15 understand what we're studying, gives us different
16 projects and lots of notes. She is one of the best
17 teachers yet, and I hope she teaches me next year.
18 In the past year the school had lots of
19 activities, such as tutoring, dance class, after-school
20 programs, music class, karate class, and a lot more.
21 The lunch is great in various ways. And so if
22 you need a school for your child to go to, pick Today's
23 Fresh Start Charter School, because I have been here
24 since kindergarten. So sign up now.
25 PRESIDENT FREER: Thank you.

Page 9

1 And the next one is Acia or Asia Williams. How
2 do you pronounce it? Would you please state your name.
3 ASIA WILLIAMS: Asia Williams.
4 PRESIDENT FREER: Asia Williams. Proceed Asia.
5 ASIA WILLIAMS: Hi. My name is Asia Williams.
6 I'm 11 years old. I go to -- I attend Today's Fresh
7 Start Charter School. I am in sixth grade. My sixth
8 grade year has gone good so far. I'm learning more
9 things and lots more about other cultures. My teacher's
10 name is Ms. Shakeer. She has taught us about black
11 history, slavery, and other cultures.
12 As a black -- American black -- I've been
13 working as a black American, I will do the best I can in
14 showing my work (inaudible).
15 PRESIDENT FREER: Thank you.
16 The next one is Tyler Ramsey.
17 TYLER RAMSEY: Hello. My name is Tyler Ramsey,
18 and I am here to tell you about my days at Today's Fresh
19 Start Charter School.
20 The school is great and has given us a lot of
21 opportunities. Today's Fresh Start Charter School gives
22 us free tutor or classes like English or math. We also
23 have music classes, for example, instruments like
24 violin, violin drums. We also are going to have karate
25 classes.

Page 11

1 And the next one, and I hope I'm saying your
2 name correct, Shakara Straw, is that correct? Are you
3 there?
4 SUPERINTENDENT ROBLES: She's there.
5 PRESIDENT FREER: Shakara, is that the way you
6 pronounce it?
7 SUPERINTENDENT ROBLES: I think she'll tell us.
8 PRESIDENT FREER: She'll tell us.
9 SHAKARA STRAW: Shakara.
10 PRESIDENT FREER: Okay. Tell us your name, and
11 I'll hear it correctly.
12 SHAKARA STRAW: Shakara Straw.
13 PRESIDENT FREER: Thank you. You may proceed.
14 SHAKARA STRAW: Hi. My name is Shakara Straw
15 and I teach (sic) Today's Fresh Start Charter School.
16 Today's Fresh Start Charter School gives us an
17 opportunity to become someone better in life. Today's
18 Fresh Start Charter School provides us with materials
19 that we need to help us get our education and to
20 understand what we are learning.
21 Today's Fresh Start also provides us with other
22 things in social and curriculum. They provide us with
23 karate, dance and sports at Today's Fresh Start Charter
24 School.
25 PRESIDENT FREER: Thank you.

Page 10

1 So far in class I have learned a lot, as well
2 as my classmates, from my great teacher Ms. Shakeer, and
3 also my terrific principal, Ms. Marsh. People are
4 expecting a lot from me, and I want to give it to them.
5 Today's Fresh Start Charter School is spectacular.
6 PRESIDENT FREER: Thank you, Tyler.
7 And then I'm really going to need help here.
8 Anlouwato.
9 SUPERINTENDENT ROBLES: I think she knows who
10 she is. She can tell us.
11 PRESIDENT FREER: And you can tell us so we can
12 get it correct.
13 ANLOUWATO BAMERO: My name is Anlouwato Bamero.
14 PRESIDENT FREER: Thank you.
15 ANLOUWATO BAMERO: Hello. My name is Anlouwato
16 Bamero, and I am 11 years old. I am here to tell you
17 about my sixth grade year in Today's Fresh Start Charter
18 School. I'm striving, myself, to be the best I can. I
19 am in the music program playing the recorder. It is
20 very fun. The music program gives us an aspect of what
21 we need to accomplish in life.
22 I know that my teacher, Ms. Shakeer, is trying
23 her best to help us learn our language arts, math,
24 science and social studies. We exercise at recess. The
25 games we play at recess are -- is statute.

Page 12

3 (Pages 9 to 12)

1 I am attending Today's -- I have been attending
 2 Today's Fresh Start since I was in kindergarten. The
 3 things I like about this school is the teachers, the
 4 administrator, Ms. Marsh, the uniforms, breakfast and
 5 lunch. I also enjoy karate and dance class. Last year
 6 the basketball and cheerleading squads were excellent.
 7 This year I plan to join the cheerleading squad.
 8 PRESIDENT FREER: That's it? Thank you.
 9 SUPERINTENDENT ROBLES: Thank you.
 10 ANLOUWATO BAMERO: Yeah.
 11 PRESIDENT FREER: Thank you. Good experiences.
 12 Kamiko Mosley. Not here?
 13 How much time is left, Mrs. --
 14 BOARD MEMBER BEAUCHAMP: 13 minutes.
 15 PRESIDENT FREER: Oh, okay. Then Honorable
 16 Assemblyman Mervyn Dymally. They left a lot of time for
 17 you.
 18 ASSEMBLYMAN DYMALLY: (Inaudible).
 19 PRESIDENT FREER: Then you would be taking time
 20 away from the overall presentation; isn't that correct?
 21 That would be 18, plus his 2, would be the 20
 22 minutes we're permitted to have, Dr. Robles; is that
 23 correct?
 24 SUPERINTENDENT ROBLES: Well, it's 20 minutes
 25 for the public hearing. So if--

Page 13

1 PRESIDENT FREER: All right. Then now the
 2 associations, do we have any of the associations here to
 3 speak today? Associations? None?
 4 BOARD MEMBER BEAUCHAMP: No.
 5 PRESIDENT FREER: All right. Then the next one
 6 would be the Head Start Policy Council.
 7 UNIDENTIFIED SPEAKER: I don't think we have
 8 anyone today.
 9 PRESIDENT FREER: No one today? Thank you ever
 10 so much.
 11 Then presentation is going to be later, right?
 12 SUPERINTENDENT ROBLES: Correct. We're going
 13 to go to Item A.
 14 PRESIDENT FREER: So now we go to 4?
 15 SUPERINTENDENT ROBLES: To Item A.
 16 PRESIDENT FREER: 4A?
 17 SUPERINTENDENT ROBLES: Uh-huh.
 18 PRESIDENT FREER: Item 4A.
 19 BOARD MEMBER: Which is five minutes late.
 20 Good.
 21 PRESIDENT FREER: Pursuant to AB1200 and the
 22 public disclosure requirements in Government Code
 23 Section 3547.5A on collective bargaining agreement,
 24 please be advised that Section 4 hearings of the
 25 November 6th, 2007 board agenda will list a public

Page 15

1 PRESIDENT FREER: Is that when you want to
 2 speak, at the public hearing? So that's when that is.
 3 ASSEMBLYMAN DYMALLY: (Inaudible).
 4 PRESIDENT FREER: That's the public hearing.
 5 BOARD MEMBER BEAUCHAMP: That's fine.
 6 PRESIDENT FREER: Okay. That's no problem.
 7 ASSEMBLYMAN DYMALLY: Thank you very much.
 8 PRESIDENT FREER: Thank you.
 9 Do you want to speak?
 10 SUPERINTENDENT ROBLES: He's going to change
 11 his mind.
 12 BOARD MEMBER BEAUCHAMP: Well, it doesn't
 13 really matter.
 14 PRESIDENT FREER: It doesn't matter, because
 15 they'll vote to extend it.
 16 BOARD MEMBER BEAUCHAMP: I think what he might
 17 want to do is leave time for someone else to speak in
 18 the presentation. Maybe they want the public hearing
 19 not for him to speak --
 20 SUPERINTENDENT ROBLES: Right.
 21 BOARD MEMBER BEAUCHAMP: -- but just for two
 22 extra minutes.
 23 PRESIDENT FREER: Is that it? Are we
 24 proceeding as you had suggested?
 25 SUPERINTENDENT ROBLES: Yes.

Page 14

1 hearing on Service Employees International Tentative
 2 Agreement for 2006, '07. An agreement was reached with
 3 SEIU on October 1, 2007. The public hearing is
 4 scheduled to take place November the 20th, 2007, at
 5 3:15 p.m.
 6 Notice of public hearing shall be published in
 7 a newspaper of general circulation and posted within the
 8 County Office of Education, Ed Center, Education Center
 9 East and the Education Center Clark, effective November
 10 the 6th, 2007. Questions regarding the public hearing
 11 and/or the 2006, '07 SEIU Tentative Agreement should be
 12 directed to the Director of Labor Relations, Ms. Annette
 13 Anderson. So that's to let you know in advance when we
 14 will be having that one.
 15 Then the next public hearing is the 2007, '08
 16 negotiation proposal for reopener from Los Angeles
 17 County Education Association, called LACEA. And the
 18 office response has been received by the superintendent.
 19 Copies are available for public review.
 20 Pursuant to Government Code Section 3547 and
 21 Board Policy 1640, this is to announce that a public
 22 hearing for the purpose of receiving public reaction to
 23 the 2007, '08 LACEA negotiation proposal for reopener
 24 and office response will be held on November 20th, 2007,
 25 at 3:30 p.m., during the regularly scheduled board

Page 16

Pages 13 to 16)

AUDIO TRANSCRIPTION

11/16/07

1 meeting. Questions regarding proposals should be
 2 directed to the Director of Labor Relations, Annette
 3 Anderson. So those are notices about upcoming hearings.
 4 Then that takes us to Item B?
 BOARD MEMBER: Correct.
 6 PRESIDENT FREER: Which is a public hearing
 7 on -- the public hearing on the intent of the
 8 Los Angeles County Board of Education to revoke the
 9 charter of Today's Fresh Start Charter School.
 10 The superintendent recommends that a public
 11 hearing on the intent of the Los Angeles County Board of
 12 Education to revoke the charter of Today's Fresh Start
 13 Charter School be held on November the 6th, 2007. The
 14 public hearing is to provide TFSCS an opportunity to
 15 give an oral presentation to supplement its written
 16 response to LACOE, due November the 6th, 2007, on
 17 whether substantial evidence exists to revoke the
 18 charter of TFSCS.
 19 The Board of Education voted to provide written
 20 notice on the intent to revoke the charter of TFSCS on
 21 October 16, 2007. Education Code Section 47607E states
 22 that no later than 30 days after providing the notice of
 23 intent to revoke a charter, the chartering authority
 24 shall hold a public hearing on whether evidence exists
 25 to revoke the charter.

Page 17

1 wishing to speak? Yes. And I presume she's at the
 2 mike. Is that correct?
 3 MRS. DOPIARY: Yes.
 4 PRESIDENT FREER: Dr. Janette Parker.
 5 DR. PARKER: Thank you very much.
 6 Thank you for this opportunity to allow Today's
 7 Fresh Start Charter School to offer a center of our side
 8 and our petition, Madam President, Superintendent
 9 Robles, Honorable Board Members and Staff.
 10 First of all, I'm glad to provide a brief
 11 roadmap of our presentation today. We have submitted 19
 12 binders to you, three binders per set. And, of course,
 13 I note that you have those binders before you. But I
 14 also note that those provided for the public are not
 15 present.
 16 There are three areas we are addressing. The
 17 CAP Volume 1, which is one of your binders, it includes
 18 the executive summary, the matrix and exhibits. The CAP
 19 Volume 2 contains exhibits. And the third binder is the
 20 collective governments, including the executive summary,
 21 the matrix and exhibits.
 22 There are two primary issues which confront you
 23 in this process, and those are the collective
 24 governments and the CAP.
 25 Also, for your convenience, I think there

Page 19

1 On December 4, 2007 the board will vote on
 whether to revoke or decline to revoke the charter of
 TFSCS. So that's the notice.
 4 Now I'll read this part. This is here.
 5 Public hearing on the intent of the County
 6 Board of Education's intent to revoke the charter of
 7 Today's Fresh Start school. Education -- and this is my
 8 script that I have to read in open session.
 9 Education Code Section 47606E states that no
 10 later than 30 days after providing written notice of
 11 intent to revoke a charter, the chartering authority
 12 shall hold a public hearing on the issue of whether
 13 substantial evidence exists to revoke the charter.
 14 The public hearing required by this Education
 15 Code section on the revocation of the charter of Today's
 16 Fresh Start Charter School by the County Board of
 17 Education is now open.
 18 After this public hearing a decision will be
 19 made on December 4, 2007, on whether the County Board of
 20 Education will revoke or decline to revoke the charter.
 21 Any person wishing to may speak in support of
 22 or provide evidence against the intent by the County
 23 Board of Education to revoke the charter of Today's
 24 Fresh Start Charter School may do so.
 25 Mrs. Dopriary, do we have any person or persons

Page 18

1 should have been handed out the collective governments
 2 matrix and the executive summary. Also the CAP matrix
 3 and its executive summary.
 4 Also we have present with us today Mary Glarum.
 5 Mary Glarum is an attorney who has approximately 15
 6 years of experience, with in-depth experience on
 7 governments issues. She has worked with some of the
 8 best law firms, including Latham & Watkins and
 9 Morrison & Forester. She will analyze the LACOE
 10 allegations against Today's Fresh Start and the
 11 documents.
 12 She will establish unequivocally --
 13 UNIDENTIFIED SPEAKER: (Inaudible).
 14 DR. PARKER: All right. She will establish
 15 unequivocally that Today's Fresh Start Charter School
 16 has not violated any portions of the Brown Act, nor any
 17 Corporations Code violations, or Government Code
 18 violations, nor the Charter Petition.
 19 We also have Dr. Gale Windom, who is an
 20 independent consultant, and she will address the CAP.
 21 She will establish that Fresh Start has complied with
 22 each and every CAP item in a timely and satisfactory
 23 manner. Then, finally, we will have Chairman Clark
 24 Parker who will give some concluding remarks.
 25 We appreciate this opportunity. And one more

Page 20

5 (Pages 17 to 20)

1 request we have of you, that we ask that you allow us,
 2 since the LACOE staff has 60 minutes in the process, we
 3 would like to have an additional at least 15 minutes.
 4 We thank you very much.
 5 MS. GLARUM: Good afternoon. Excuse me.
 6 PRESIDENT FREER: Good afternoon.
 7 MS. GLARUM: I'm Mary Glarum, as Dr. Parker
 8 mentioned, and I'm here to address the governance issues
 9 that were submitted to you in connection with the LACOE
 10 staff's recommendation that the charter of Today's Fresh
 11 Start be revoked.
 12 I'd like to start by stating the obvious, which
 13 is this is a very serious matter. As you know, should
 14 this board vote to revoke the charter of Today's Fresh
 15 Start, the lives of nearly 600 students who attend that
 16 school, some of whom are here today, will be impacted.
 17 Both the governor and the legislature have
 18 recognized that revocation is a very serious matter, and
 19 that the needs of the children need to be of paramount
 20 importance.
 21 Based on that interest, what the legislature
 22 has done is enact specific procedures that a chartering
 23 authority must comply with before a charter can be
 24 revoked. And those procedures are as follows: First,
 25 the chartering authority must give the charter school

Page 21

1 misapplication of the relevant legal authorities.
 2 And I have given you in the materials specific
 3 details of all the misapplications that I found. And
 4 what I would like to do with the limited time I have
 5 today is highlight for you five of the more serious
 6 examples where I found the law was misapplied.
 7 The first example has to do with the LACOE
 8 staff's contention that Today's Fresh Start board erred
 9 in adopting a resolution that granted Dr. Janette Parker
 10 authority over day-to-day management of the school.
 11 What the staff claims is that this is a violation of the
 12 charter and the bylaws. The problem is, as I'm sure
 13 this board is aware, it's impossible to expect a board
 14 of directors to involve itself in the day-to-day
 15 management of the school. And what corporations do
 16 across this country is they adopt resolutions just like
 17 the one that Today's Fresh Start adopted, which
 18 delegates authority over the day-to-day management of
 19 the school to an individual.
 20 In addition, this particular resolution is
 21 entirely consistent with the bylaws and the charter,
 22 which both specifically allow the board to delegate
 23 authority in this manner. So I would submit to you that
 24 there has not been a violation of the charter or the
 25 bylaws in connection with this particular resolution.

Page 23

1 notice of the specific violations that it claims justify
 2 revocation. That's the first step. The second step is,
 3 and this is very important, the chartering authority
 4 must give the charter school a reasonable opportunity to
 5 fix those violations.
 6 Today's Fresh Start asked me to review the
 7 materials that were submitted by LACOE staff in
 8 connection with the governance issues. And I can tell
 9 you that these two procedures have not been satisfied.
 10 And as a result, I don't believe we should even be here
 11 today talking about the governance issues.
 12 There is another requirement, and that
 13 requirement is, as I'm sure you're aware, in order to
 14 vote to revoke a charter, the chartering authority needs
 15 to have substantial evidence of material violations.
 16 And that's where I come in. Today's Fresh Start asked
 17 me to comb through the documents submitted by LACOE to
 18 see what evidence there was to support the allegations
 19 of violations.
 20 And I can tell you, as I started going through
 21 the materials, I was a little surprised. I could not
 22 find any violations of the Corporations Code, of the
 23 Brown Act, of the Government Code, of the bylaws, or of
 24 the charter. Instead what I found consistently
 25 throughout the documents and the analysis was a

Page 22

1 The second area where I became concerned in
 2 reviewing the materials has to do with the Brown Act.
 3 And I would like to make one preliminary point about the
 4 Brown Act. I don't know how many of you have read it.
 5 I included it in the binders for you so you could see.
 6 It's long and it's complicated.
 7 The legislature realized, with the Brown Act,
 8 that the people who would be applying it are not
 9 lawyers. It's lay people like yourselves. And so what
 10 the legislature did to recognize that is it put a
 11 provision in the Brown Act that said you know what,
 12 we're not going to expect everyone to dot every i and
 13 cross every t. Substantial compliance is enough. And I
 14 just think that that principle should be borne in mind
 15 as you review these materials.
 16 The second thing I'd like to say about the
 17 Brown Act is this: A lot of the items that the LACOE
 18 staff has identified as violating the Brown Act actually
 19 have nothing to do with the Brown Act. And I found ten
 20 examples of that that I've noted on the materials that I
 21 submitted to you.
 22 The third thing is this: One of the major
 23 complaints that LACOE staff has about the Brown Act is
 24 they claim that certain items were reflected in the
 25 minutes to board meetings but not the agenda.

Page 24

6 (Pages 21 to 24)

1 The problem with this analysis, the Brown Act
 2 has a specific provision that allows corporations,
 3 during their meetings, to have -- to discuss items that
 are not on the agenda, and that exception applies here.
 And the items that are identified by LACOE clearly fall
 6 within the purview of these items that are allowed to be
 7 discussed at board meetings without the agenda
 8 requirement. So I would urge you to take a look at
 9 those carefully.

10 The next area of concern that I had was the
 11 claim that was made that the board of Today's Fresh
 12 Start acted without a sufficient quorum. And in support
 13 of this particular argument LACOE cites one example,
 14 which is a board meeting that took place in November of
 15 2006. And the argument that staff has made is that
 16 this -- there were some actions taken at this board
 17 meeting that required compliance with some specific
 18 Corporations Code sections that were not complied with.

19 In particular what they said, there was an item
 20 on that agenda that had to do with the award of some
 21 money, it was a grant, to Pacific National University.
 22 And the argument that staff makes is that that
 23 particular transaction was a self-dealing transaction as
 24 it's defined by the Corporations Code.

25 The problem with the analysis is, in fact, if

Page 25

1 it says. It does not require a secretary to certify
 2 minutes.

3 All Section 5215 says is -- it's a rule of
 4 evidence that has to do with board action. It is not a
 5 requirement. It's not a mandatory statute. It can't be
 6 violated. It's just a rule of evidence. And so for
 7 staff to say that Today's Fresh Start violated that
 8 section is simply incorrect.

9 Finally, I'd like to talk about the fifth area,
 10 which I think is the most serious, which is if you
 11 review the materials submitted, there are allegations
 12 that the board members basically enriched themselves at
 13 the expense of the school.

14 This is a very serious allegation.
 15 Unfortunately, when you look at the transactions that
 16 are cited, you realize that, in fact, nothing of the
 17 sort has gone on. And I want to be clear. There has
 18 been no money that has passed to any board members at
 19 the expense of the school. Instead, what we have are
 20 the Pacific National University transaction that I
 21 mentioned before. And there's absolutely no doubt that
 22 Dr. Janette Parker got no money as a result of that
 23 transaction, either directly or indirectly. She doesn't
 24 receive money from Pacific National University, and
 25 therefore the grant of money in no way enriched her.

Page 27

1 you look at that transaction, it was not a self-dealing
 transaction. Section 5233 of the Corporations Code is
 very specific. It says that a self-dealing transaction
 4 is a transaction in which a director has a material
 5 financial interest.

6 And what I found in the materials I reviewed is
 7 that LACOE tried to kind of sidestep that requirement
 8 and say, well, there may not have been a material
 9 financial interest, but Dr. Janette Parker was a
 10 founding member of Pacific National University, and
 11 therefore Section 5233 should apply.

12 The problem with that is that's not what the
 13 law says. The law is clear. In order to have a
 14 self-dealing transaction that triggers all the
 15 requirements that go with it, you have to have a
 16 material financial interest. That is not the case here.
 17 And LACOE doesn't even claim that it is. And therefore
 18 there simply is no violation here of Section 5233.

19 The next section that I became -- that I found
 20 some concerns about had to do with LACOE'S argument that
 21 Today's Fresh Start violated Corporations Code 5215.
 22 And what -- the argument that's made in the materials is
 23 that LACOE violated 5215 because in some cases the
 24 secretary did not certify the minutes. The problem is
 25 when you go to Section 5215 it says -- that's not what

Page 26

1 The second example that's cited has to do with
 2 the sublease between Golden Day Schools, which is
 3 another charter school, and Today's Fresh Start. And
 4 the argument is, apparently, that because the Parkers
 5 own the real estate on which that property is located,
 6 that they somehow gained a benefit from that sublease.

7 There are a lot of problems with this argument.
 8 The first is the Parkers do own the property, that's
 9 correct, but they lease it to Golden Day Schools way
 10 below market rent. So they're actually losing money in
 11 that regard. But more importantly, the sublease is
 12 between Golden Day Schools and Today's Fresh Start. The
 13 money that flows as a result of that transaction is
 14 between Today's Fresh Start and Golden Day Schools.

15 There is absolutely no evidence, and LACOE
 16 doesn't even claim this, that the Parkers have a
 17 financial interest in Golden Day Schools. They don't.
 18 It's a charter school. But -- so as a result there is
 19 no money as a result of that transaction that in any way
 20 is enriching any board members. So I think that's a
 21 serious allegation, and I think it needs to be
 22 emphasized that, in fact, there is really nothing
 23 untoward going on.

24 And, in fact, I would just like to point out
 25 also that, number one, LACOE staff were at a lot of

Page 28

AUDIO TRANSCRIPTION

11/16/07

1 these meetings where violations purportedly occurred.
 2 Some of these go back four years. And they could have
 3 brought up these violations at any time if they had
 4 wanted them addressed. They didn't. They waited until
 5 August 24th and then brought them up.
 6 And that's one more point I would like to make
 7 about procedure. Which is basically what LACOE staff
 8 did here is they reviewed the corporate minutes and
 9 said, you know, "Here are some violations that we
 10 found," but they never gave Today's Fresh Start an
 11 opportunity to fix those violations. It wasn't like
 12 they said let's go forward, here's what you need to do.
 13 That never happened, and that is what is required under
 14 the statute.
 15 What is required under the statute is a
 16 reasonable opportunity to fix the problems. And that is
 17 something that's missing. And that is something that is
 18 in place to protect the children, to make sure that
 19 revocation does not happen lightly.
 20 Finally, I would just like to conclude by
 21 saying I know I've thrown a lot of legal principles out
 22 here, and I know that not all of you are lawyers. But
 23 this is a very serious matter, and I appreciate you
 24 taking the time to listen to me, and I appreciate you
 25 looking at the legal matters very carefully. Because I

Page 29

1 When I met with her the directive that I was
 2 given was to look at the corrective action plan, assist
 3 her with collecting documents, preparing the response,
 4 and make sure that I monitor the timelines for her so
 5 that everything could be submitted on time as requested
 6 by LACOE.
 7 I can tell you that from the very beginning it
 8 has always been Dr. Parker's intent to comply 100
 9 percent with (inaudible) and with the intent of meeting
 10 the needs of LACOE.
 11 When we reviewed the report it was attached --
 12 I'm sorry. When we reviewed the corrective action plan,
 13 which was a six-page document, it was attached to a set
 14 of recommendations, there was also included a set of
 15 interview questions, and there was a cover letter
 16 provided.
 17 So starting from that point, Fresh Start did
 18 proceed one by one, starting with the most recent
 19 documents required first in moving forward. At that
 20 time every response was submitted with substantive
 21 detail and with the intent of fully complying with the
 22 request.
 23 As we moved along we were kind of waiting to
 24 get some feedback. Apparently there were many items
 25 that said LACOE would review it, and we assumed that

Page 31

1 think it's very important that the law be applied
 2 correctly before these children lose their school.
 3 Thank you very much.
 4 PRESIDENT FREER: Thank you.
 5 BOARD MEMBER: Thank you.
 6 PRESIDENT FREER: And I think the sequencing
 7 Dr. Parker mentioned would be Gail Windom next, is that
 8 correct?
 9 UNIDENTIFIED SPEAKER: Yes.
 10 PRESIDENT FREER: Unless they vote. Five
 11 minutes, and then unless the board votes to extend the
 12 time. Go ahead.
 13 MS. WINDOM: Good afternoon, Madam President.
 14 PRESIDENT FREER: Good afternoon.
 15 MS. WINDOM: Board Members, Dr. Robles. I have
 16 to take my glasses off to see. I'll need them to read
 17 my documents, so I'll be back and forth. I apologize.
 18 As you are aware, at the October 16th meeting I
 19 did address you and explain my involvement with Today's
 20 Fresh Start as an independent consultant. I was asked
 21 by Dr. Parker to assist her in what was the middle of
 22 the summer, at a time when she was involved with hiring
 23 the teachers and the administrator and basically
 24 preparing to open her school. So she determined that
 25 she needed assistance then.

Page 30

1 they would return the items, looking for some correction
 2 or some -- some other type of action.
 3 What we did find on August 15th is in a letter
 4 from Mrs. Lemm, kind of answered the question as to how
 5 the school would be into compliance. And that letter
 6 gave a directive which can be found in Exhibit 1 of the
 7 new corrective action plan, Volume 1, that you have on
 8 page 2. And it says, "Many of the deliverables by the
 9 timelines prescribed in the CAP constitutes proof of
 10 compliance."
 11 That is the statement that rang with everything
 12 we did from that point forward, that, okay, we're not
 13 going to get the feedback. We're going to submit the
 14 documents and proceed. Because now we're in the middle
 15 of August, and those things were due by the end of
 16 August or, at the latest, the first week of September.
 17 Again, I would like to emphasize that the CAP
 18 items were complied with as mandated and within the time
 19 frame as set forth in the communication that was on or
 20 around August 1st, 2007.
 21 I would like to point out that on August -- the
 22 August 1st communication was a six-page document, which
 23 later became a 29-page matrix that the board used in
 24 assisting in determining whether or not to notice the
 25 school or to revoke the charter.

Page 32

6 (Pages 29 to 32)

AUDIO TRANSCRIPTION

11/16/07

1 I would like to point out some of the
 2 inconsistencies on the matrix. There are many, but in
 3 the interest of time I will just give you one now. I
 4 have others.
 5 One example is found on the matrix matrix at
 6 item 1D, number 4. It's referring to the CAP of
 7 providing access to a copier or full reimbursement for
 8 copies made by staff. The analysis quotes a response
 9 from Fresh Start as, "It has not been practical or
 10 feasible to provide high-volume copiers at all sites,"
 11 dot, dot, dot. "It is not necessary to reimburse staff
 12 for copies made for the classroom." The dot, dot, dot
 13 is very significant, because there was substantial
 14 information that was omitted in the matrix that was
 15 presented to you.
 16 The full response was, "Classroom staff already
 17 have access to a copier. The high-volume copier is and
 18 has been located in the main office. It has not been
 19 practical or feasible to provide high-volume copiers at
 20 all sites. Today's Fresh Start Charter School will
 21 review written procedures with staff prior to September
 22 the 4th. It is not necessary to reimburse staff for
 23 copies made for the classroom. When high-volume
 24 materials are required, the materials will be submitted
 25 to a copier vendor at no expense to the staff."

Page 33

1 Canal case, et cetera, which states -- it relates to a
 2 full and public education for students, but this item is
 3 related to providing support to classroom teachers.
 4 That particular law is not related to the employees.
 5 Also, at Item 1B1, which states, "Ensure orders
 6 for instructional materials are placed in time for all
 7 materials to be available by the start of the school
 8 year." The matrix analysis states that the Fresh Start
 9 response was, "It is not practical or reasonable for all
 10 materials to be available by the start of the year."
 11 The fact is Fresh Start responded, as indicated
 12 in Exhibit 36 of your Volume 1 or Volume 2 of the
 13 corrective action plan, by stating, "Today's Fresh Start
 14 has placed orders for instructional materials to be
 15 available by the start of the school year. All
 16 textbooks have been ordered in the core subjects of
 17 English, language arts, science and social science. As
 18 we have not changed textbooks for grades K-5, only the
 19 consumables have needed to be ordered. We have recently
 20 concluded our textbook selection for grades 6 and 7, and
 21 those materials have been ordered as well."
 22 The matrix conclusion was, "No evidence
 23 received," when the response itself should have been
 24 considered as evidence. But to further prove a point,
 25 there are copies at, Exhibit 17, of requisitions that

Page 35

1 PRESIDENT FREER: Excuse me. One moment.
 2 I think that was a notice that the timeline
 3 has -- all right. Now, what is the pleasure of the
 4 board? Do you feel that you want to extend the time to
 5 hear her conclusion?
 6 BOARD MEMBER ANDERSON: Yes, I move that the
 7 time be extended another 20 minutes.
 8 PRESIDENT FREER: Is there a second?
 9 BOARD MEMBER BEAUCHAMP: Second.
 10 PRESIDENT FREER: Seconded by Mrs. Beauchamp,
 11 was it? All right. Mrs. Anderson made a motion to
 12 extend the time for 20 minutes, seconded by
 13 Mrs. Beauchamp. Any discussion among board member? All
 14 those in favor?
 15 (All say aye.)
 16 PRESIDENT FREER: Opposed?
 17 You may proceed.
 18 MS. WINDOM: Thank you.
 19 That information was found at Exhibit 20 in the
 20 materials that were presented to you recently by Today's
 21 Fresh Start. However, the staff conclusion was that
 22 corrective action was not also.
 23 Also, the basis for LACOE stating that this
 24 item was not met was the California Constitution,
 25 Article 9, Section 5, as well as the Hartzell versus

Page 34

1 were placed during the summer of items that were
 2 received by the school prior to the end of August.
 3 There are numerous other examples of
 4 inconsistencies and misstatements in the 29-page matrix.
 5 And Fresh Start did not see the 29-page matrix until
 6 October 9th. And I believe it is unfortunate that that
 7 communication didn't take place, because some of the
 8 comments on the matrix, which may have led to the
 9 conclusion that items were not met, included -- the
 10 telephone number was not included, so therefore the
 11 entire document was considered not met, or "You didn't
 12 include the location of a staff meeting on your
 13 calendar." The dates were there, the times were there,
 14 but the location was not there. Therefore, that item
 15 was not met.
 16 And that goes to my last point, and that is
 17 that there are -- there has always been a commitment
 18 from the school to comply with the wishes of LACOE. In
 19 fact, Dr. Parker said on many occasions, "These are very
 20 good recommendations." But the recommendations could
 21 not be responded to, only the corrective action plan
 22 could be responded to. And it's unfortunate that that
 23 step in between did not take place. And I'm sure that
 24 had it taken place, we would not be standing here today.
 25 And again, many of the purported violations are

Page 36

AUDIO TRANSCRIPTION

11/16/07

1 not material. If a phone number is left off, that is
 2 not a material violation. And as Mary pointed out, the
 3 law is clear on what should occur when you consider this
 4 very serious matter, that there be a material violation.
 5 And my experience of defining that was from
 6 LACOE'S old general counsel. Because in the beginning
 7 of my experience with the charter school world here at
 8 LACOE, I didn't have a clear definition, but it was
 9 explained to me that a material violation is a willful
 10 neglect to comply.
 11 I cannot see how anyone could conclude that the
 12 hundreds and probably thousands of pages of documents
 13 that were submitted to LACOE is any indication of an
 14 unwillingness to comply. In fact, it is clearly a
 15 willingness to do the best they could to meet the
 16 demands of LACOE. Even though there were short time
 17 lines, even if they didn't feel that it was within the
 18 scope of LACOE'S purview to request it, every item was
 19 responded to with the intent of meeting the corrective
 20 action plan. Thank you.
 21 PRESIDENT FREER: Thank you.
 22 And I think sequencing, Dr. Parker, I think you
 23 were the next one.
 24 DR. PARKER: Madam President, board members,
 25 Dr. Robles, even though she has currently stepped away,

Page 37

1 We at Today's Fresh Start, I think that Mrs. --
 2 Dr. Windom, who is an expert, legally, in charter
 3 schools, that we asked to come in to work our
 4 administrators who had over 150-plus years of
 5 administrative, educational and leadership experience,
 6 that prepared all of those documents that you see that
 7 are there. That is not an intent itself not to comply.
 8 Notwithstanding whether or not we had to do all of this
 9 or not, we did it. We did it with a great degree of
 10 substance to make sure that everybody felt comfortable
 11 with it.
 12 How, all of a sudden, did a six-page document
 13 turn out to be 29 pages of inferences and case citings,
 14 et cetera, that we had never seen ever before. We saw
 15 it on the same day that you saw it on October 6th.
 16 The legislature had spoken. The governor had
 17 spoken. Get with the charter school and fix it. Stop
 18 sending these charter schools up for revocation. And
 19 you haven't done anything at all about working with the
 20 charter schools to fix it.
 21 Something that I -- I would be remiss if I
 22 didn't say this. The whole idea itself of most of the
 23 people who got involved with this charter school, myself
 24 included, not only in helping to fund the start-up and
 25 helping to fund the buildings, et cetera, was genuine

Page 39

1 staff, thank you very much for allowing us today to come
 2 and, for the first time, to tell our story.
 3 I took it very seriously when I heard many of
 4 the board members state to us that maybe you should go
 5 out to the outside and look at some lawyers to come in
 6 to look at what you're doing. I sought to find the best
 7 that we could, because we wanted to make sure that what
 8 we were doing --
 9 (End of tape 1.)
 10 DR. PARKER: -- the state itself was really a
 11 little bit (inaudible) seeing these charters come up and
 12 not having disinterested persons to look at them. And
 13 it stated to the authorizers please, before you go down
 14 this road, take a very serious look at what you're
 15 doing. And if you find something wrong with the charter
 16 school, give them a reasonable time to fix it.
 17 Now, most of -- some of you, who are lawyers,
 18 recognize that even in the (inaudible) procedures it
 19 tells you how many days you have to file this paper and
 20 how many days you have to appeal, or whatever it may be.
 21 The legislature did not set that. It's to give them a
 22 reasonable time to fix it. Tell them with specificity
 23 what's wrong, give them the guidance, and fix it before
 24 you take the next ramp or the next level of revocation.
 25 That is very important, ladies and gentlemen.

Page 38

1 concern with the children.
 2 The public school system that we have in the
 3 communities in which we serve had failed our children,
 4 had failed them. Over 93 percent of all the children
 5 coming out of these schools were at below basic. That's
 6 a failure rate that we could not basically withstand.
 7 We got involved in the charter school movement
 8 in order to see if, from the experiences that we have
 9 had, that we could also offer some alternatives. We
 10 didn't get into it to basically begin to flex our
 11 muscles about whether or not an i is dotted here and a t
 12 is crossed there. Even though when we went out to ask
 13 our consultants to come in, that's why Mrs. Glarum was
 14 here, from the best law firms that we could find, please
 15 come in and tell us whether or not we are doing anything
 16 wrong, and tell us exactly how we can go about and
 17 correct what we're doing.
 18 To the contrary, I was really pleased, I would
 19 say, but shocked, when I found instances when
 20 Mrs. Glarum basically briefed our board. We have one of
 21 our board members who is here, Mrs. Mozley, who --
 22 evidently there was an accident on the freeway. We came
 23 in late. When she briefed us and she said, "I have
 24 found 12 different instances of misapplication of the
 25 Brown Act, of the Corporations Code, and read them." I

Page 40

1. (Pages 37 to 40)

AUDIO TRANSCRIPTION

11/16/07

1 then asked to make sure that in the executive summaries
 2 that you had, that it really would indicate what those
 3 code sections themselves stated, so that you could read
 it for yourself, that we're not taking things out of
 context.
 6 Lastly, don't forget the children. That's what
 7 we're here about. Substantial compliance. I've heard
 8 that word used a lot, substantial compliance. Don't
 9 forget these children. There are 600 children out there
 10 that all of a sudden that we would have to basically say
 11 to them, whatever it may be, we're not the enemy, we're
 12 not there to basically fight and flex our muscles with
 13 LACOE. We want to do whatever is right. We want to
 14 basically be compliant.
 15 If you can, when you basically come to the time
 16 itself to vote, look at those 14- or 1,500 pages of
 17 paper, look at these children that you saw an example of
 18 just some of them today, and think about that.
 19 Thank you very much. And I hope that -- God
 20 knows I do pray, that you do the right thing as it
 21 relates to the children. Thank you.
 22 PRESIDENT FREER: Thank you.
 23 And I think our final speaker, he was not --
 24 will not be included in the first series, is the
 25 honorable Mervyn Dymally will now speak. How much time
 Page 41

1 there was of wrongdoing on the part of Today's Fresh
 2 Start. And I visited the Parkers at their home, a
 3 lengthy discussion.
 4 I wasn't satisfied that I had the documentation
 5 to review, and then subsequently I went to the school,
 6 saw your matrix, saw their response, and something
 7 struck me that troubled me quite a bit. Someone, a
 8 substitute teacher, reported that there were no first
 9 aid kits in the classroom. One of your staff members
 10 went and reported that there were first aid kits on the
 11 site, a very disingenuous description of what really
 12 happened. They did not say in the classroom, "On the
 13 site." Suggesting to one on the outside that this
 14 charter school only had one on the site. And I think
 15 that is misleading with these disingenuous comments.
 16 Well, let me say this to you. I come to you as
 17 the most senior elected official in California. I have
 18 been very involved in charter schools. A week, I assure
 19 you, members of the board, does not go by without
 20 someone visiting with me and having an encounter about
 21 charter schools.
 22 But listen to this very carefully. When
 23 charter schools were conceived, the notion was that
 24 operators, administrators, teachers, parents and
 25 children would have flexibility away from the public
 Page 43

1 is left?
 BOARD MEMBER BEAUCHAMP: Seven minutes.
 3 PRESIDENT FREER: Seven minutes, and he only
 4 asked for two.
 5 You may proceed.
 6 ASSEMBLYMAN DYMALLY: I don't know of a
 7 politician in the world who can speak within two
 8 minutes, but I shall try, and I will.
 9 PRESIDENT FREER: No, you have more. You just
 10 asked for two.
 11 ASSEMBLYMAN DYMALLY: Thank you very much,
 12 Madam President, Madam Superintendent, members of the
 13 board.
 14 As you recall, I was here at the last meeting
 15 in October. Prior to that I appeared before the Board
 16 of Education to request the Board of Education to
 17 continue to charter a school whose charter was suspended
 18 because of the fact that one officer was indicted for
 19 fraud. The state board took the position that the
 20 administrators were not at fault, the children were not
 21 at fault, the teachers were not at fault, and granted
 22 that school a charter for another year to see if they
 23 could perform.
 24 I left here last month somewhat puzzled,
 25 because I could not find out what substantial evidence
 Page 42

1 school.
 2 And Madam Counselor you know, as a lawyer,
 3 there is such a thing as legislative intent. Every year
 4 the Supreme Court reviews legislative intent on the part
 5 of the Congress, because the Congress is often wrong.
 6 And legislative intent in this instance was
 7 designed to give flexibility to schools, not the kind of
 8 scrutiny to which you have subjected Today's Fresh
 9 Start. That is the purpose of charter schools. And if
 10 they err, they err on the side of the children. Give
 11 them an opportunity to correct it.
 12 I would like you to say to Today's Fresh Start
 13 look, you have another year to comply. We are going to
 14 continue your charter. Because if this school is
 15 closed, there will be serious, serious educational and
 16 economic consequences in South Los Angeles.
 17 I could not find anything of substance to
 18 complain about. And I boast to you that I've seen
 19 failures in charter schools, I've seen successes. I was
 20 at a loss, as I am today, to find what is the major
 21 violation, what is your board so exercised -- I'm sorry,
 22 your staff so exercised about that they want to revoke
 23 the charter of this school.
 24 Look at the law. Comply with the legislative
 25 intent of charter schools. It was not designed for what
 Page 44

AUDIO TRANSCRIPTION

11/16/07

1 you are doing. It was designed to give flexibility,
 2 even when there are errors of minor consequences.
 3 I hope, in conclusion, members of the board,
 4 that you would extend this charter, if for no other
 5 reason but to continue to help these children get the
 6 benefit of a good education, and to give the charter
 7 school -- to repair whatever incorrect procedures you
 8 think that have occurred.
 9 Thank you very much for your time.
 10 PRESIDENT FREER: Thank you.
 11 I think that concludes the speakers. And he
 12 became a part of the regular hearing; is that correct?
 13 BOARD MEMBER BEAUCHAMP: Yes.
 14 PRESIDENT FREER: Okay. Now, I have a script
 15 here.
 16 BOARD MEMBER ANDERSON: She has to close the
 17 hearing.
 18 PRESIDENT FREER: I have this here.
 19 BOARD MEMBER ANDERSON: Right.
 20 PRESIDENT FREER: The Los Angeles County Board
 21 of Education has held a public hearing on this date with
 22 respect to the Los Angeles County Office of Education,
 23 LACOE's intent to revoke the charter of Today's Fresh
 24 Start Charter School. The board has established a
 25 meeting on December the 4th, 2007, to vote on the

Page 45

1 Deliago for the LACOE team, and to Dr. Clark Parker,
 2 chair of the board of Today's Fresh Start, copied to the
 3 board members, Los Angeles County Office of Education,
 4 regarding Association's involvement in proposed
 5 revocation of Today's Fresh Start Charter School.
 6 Now I'm reading the text:
 7 "We regret to inform you that the California
 8 Charter Schools Association has determined that it
 9 cannot fulfill its requested engagement to evaluate the
 10 merits of the proposed action by the Los Angeles County
 11 Office of Education to revoke the charter of Today's
 12 Fresh Start Charter School.
 13 "As we set a plan in motion to gather
 14 information and conduct a thorough review of the
 15 documentation gathered in the process, it became evident
 16 that the existing open litigation among the parties
 17 would place significant constraints on the scope of what
 18 we would consider a thoughtful and fair inquiry into the
 19 matter.
 20 "Both sides had previously acknowledged to us
 21 that the open litigation would limit opportunities for
 22 resolutions outside of the courts. And we have
 23 concluded that our ability to weigh in fully on the
 24 matter by providing the soundest of counsel would be
 25 compromised under these conditions.

Page 47

1 recommendation to revoke or decline to revoke the
 2 charter. I hereby declare the public hearing closed.
 3 Now we'll proceed to number 3?
 4 DR. ROBLES: Yes, ma'am.
 5 PRESIDENT FREER: Presentations, where is my
 6 script on that.
 7 The next is a Charter School Association, CCSA
 8 presentation. Dr. Robles.
 9 DR. ROBLES: Yes. With us today is the
 10 representative.
 11 And I can't think of your last name right now,
 12 Jose.
 13 MR. GUTIERREZ: Cole Gutierrez.
 14 DR. ROBLES: Cole Gutierrez, sorry. I
 15 apologize.
 16 MR. GUTIERREZ: That's okay. You can say CG,
 17 and that's okay.
 18 DR. ROBLES: CG, okay.
 19 MR. GUTIERREZ: Good afternoon.
 20 PRESIDENT FREER: Good afternoon.
 21 MR. GUTIERREZ: Madam President, honorable
 22 board members, Madam Superintendent, staff, community.
 23 I'm prepared today to read into the record a
 24 memorandum from our CE president and CO Caprice Young,
 25 dated November 2nd, transmitted via e-mail to Dr. Lupe

Page 46

1 "While we welcomed the opportunity to bring
 2 some clarity and resolution to the matters at hand, with
 3 the purpose of strengthening both the operations of the
 4 charter and the practices of the authorizer, we are
 5 disappointed that we are not able to provide that
 6 support in this case given that the parties are now
 7 pursuing litigation.
 8 "We reiterate our appreciation to have been
 9 invited as partners to assist in this process. Thank
 10 you."
 11 And I have copies that I will now give to the
 12 secretary for the board members.
 13 BOARD MEMBER: We have them all.
 14 PRESIDENT FREER: We have them here, it's this
 15 one.
 16 BOARD MEMBER BEAUCHAMP: Yes.
 17 PRESIDENT FREER: Thank you.
 18 MR. GUTIERREZ: Thank you.
 19 PRESIDENT FREER: Okay. So now that's that.
 20 Now we go to consent.
 21
 22 * * *
 23
 24
 25

Page 48

1- (Pages 45 to 48)

AUDIO TRANSCRIPTION

11/16/07

1
2
3
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

I, the undersigned, a Certified Shorthand Reporter of the State of California, do hereby certify:

That the audio recording was listened to and taken down by me using machine shorthand which was thereafter transcribed under my direction; further, that the foregoing is an accurate transcription thereof.

I further certify that I am neither financially interested in the action nor a relative or employee of any attorney of any of the parties.

IN WITNESS WHEREOF, I have this date subscribed my name.

Dated: _____

SUSAN H. CAIOPOULOS
CSR No. 8122

AUDIO TRANSCRIPTION

11/16/07

<p>A</p> <p>ability 47:23 able 48:5 absolutely 27:21 28:15 AB1200 15:21 access 33:7,17 accident 40:22 accommodation 7:6 accomplish 12:21 accurate 49:9 Acia 11:1 acknowledge 6:21 acknowledged 47:20 Act 20:16 22:23 24:2 24:4,7,11,17,18,19 24:23 25:1 40:25 acted 25:12 action 27:4 31:2,12 32:2,7 34:22 35:13 36:21 37:20 47:10 49:11 actions 25:16 activities 9:19 addition 23:20 additional 21:3 address 20:20 21:8 30:19 addressed 29:4 addressing 19:16 administrative 39:5 administrator 13:4 30:23 administrators 39:4 42:20 43:24 adopt 23:16 adopted 23:17 adopting 23:9 advance 16:13 advised 15:24 afternoon 21:5,6 30:13,14 46:19,20 after-school 9:19 agencies 6:5,7,24 agenda 3:16,17,21 3:24 4:1,8 15:25 24:25 25:4,7,20 agreement 15:23 16:2,2,11 ahead 6:19 30:12 aid 43:9,10 allegation 27:14 28:21</p>	<p>allegations 20:10 22:18 27:11 allegiance 3:7,9,10 alley 7:10 allow 19:6 21:1 23:22 allowed 25:6 allowing 38:1 allows 25:2 alternatives 40:9 America 3:11 5:17 American 11:12,13 analysis 22:25 25:1 25:25 33:8 35:8 analyze 20:9 Anderson 16:13 17:3 34:6,11 45:16,19 and/or 16:11 Angeles 1:4 2:4 3:4 5:17 16:16 17:8,11 44:16 45:20,22 47:3,10 Anlouwato 12:8,13 12:13,15,15 13:10 Annette 16:12 17:2 announce 16:21 answered 32:4 apologize 30:17 46:15 apparently 28:4 31:24 appeal 38:20 appeals 3:23 appeared 42:15 Applause 6:11 applied 30:1 applies 25:4 apply 26:11 applying 24:8 appreciate 20:25 29:23,24 appreciation 48:8 appropriate 8:4 approval 4:4,13,15 4:18 approve 4:8 approved 4:12 5:7 approximately 3:23 20:5 area 24:1 25:10 27:9 areas 6:1 19:16 argument 25:13,15 25:22 26:20,22 28:4,7 Article 34:25</p>	<p>arts 12:23 35:17 Asia 11:1,3,3,4,4,5,5 asked 22:6,16 30:20 39:3 41:1 42:4,10 aspect 12:20 Assemblyman 13:16 13:18 14:3,7 42:6 42:11 assist 30:21 31:2 48:9 assistance 30:25 assisting 32:24 Association 16:17 46:7 47:8 associations 15:2,2 15:3 Association's 47:4 assumed 31:25 assure 43:18 attached 31:11,13 attend 11:6 21:15 attending 13:1,1 attention 4:17 attorney 20:5 49:12 audio 1:15 2:15 49:6 August 29:5 32:3,15 32:16,20,21,22 36:2 authorities 23:1 authority 17:23 18:11 21:23,25 22:3,14 23:10,18 23:23 authorizer 48:4 authorizers 38:13 available 16:19 35:7 35:10,15 award 5:21,24 25:20 awards 5:19 7:5 aware 22:13 23:13 30:18 aye 4:10 34:15</p> <hr/> <p>B</p> <p>B 17:4 back 29:2 30:17 Bamero 12:13,13,15 12:16 13:10 bargaining 15:23 Based 21:21 basic 40:5 basically 27:12 29:7 30:23 40:6,10,20 41:10,12,14,15 basis 34:23</p>	<p>basketball 13:6 Beauchamp 3:6,8,15 4:6,7 13:14 14:5,12 14:16,21 15:4 34:9 34:10,13 42:2 45:13 48:16 beginning 31:7 37:6 believe 22:10 36:6 benefit 28:6 45:6 best 9:16 11:13 12:18,23 20:8 37:15 38:6 40:14 better 10:17 Bevels 9:6,8,9 binder 19:19 binders 19:12,12,13 19:17 24:5 bit 38:11 43:7 black 11:10,12,12,13 board 1:4 2:4 3:4,8 3:15 4:4,6,18,21,23 4:25 5:1,9 7:1 8:19 8:21 13:14 14:5,12 14:16,21 15:4,19 15:25 16:21,25 17:5,8,11,19 18:1,6 18:16,19,23 19:9 21:14 23:8,13,13 23:22 24:25 25:7 25:11,14,16 27:4 27:12,18 28:20 30:5,11,15 32:23 34:4,6,9,13 37:24 38:4 40:20,21 42:2 42:13,15,16,19 43:19 44:21 45:3 45:13,16,19,20,24 46:22 47:2,3 48:12 48:13,16 boards 6:23 boast 44:18 bono 5:20,24 borne 24:14 breakfast 13:4 Brianna 9:6,7,8,8 brief 19:10 briefed 40:20,23 bring 4:17 48:1 brought 9:13 29:3,5 Brown 20:16 22:23 24:2,4,7,11,17,18 24:19,23 25:1 40:25 buildings 39:25 business 6:1</p>	<p>buys 9:14 bylaws 22:23 23:12 23:21,25</p> <hr/> <p>C</p> <p>CAIOPOULOS 1:21 2:16 49:19 calendar 36:13 California 2:16 6:6 34:24 43:17 47:7 49:5 call 8:7 called 16:17 Canal 35:1 CAP 19:17,18,24 20:2 20:20,22 32:9,17 33:6 Caprice 46:24 carefully 25:9 29:25 43:22 case 26:16 35:1 39:13 48:6 cases 26:23 CCSA 46:7 CE 46:24 center 16:8,8,9 19:7 certain 24:24 Certified 2:16 49:4 certify 26:24 27:1 49:5,10 cetera 35:1 39:14,25 CG 46:16,18 chair 47:2 chaired 7:9 Chairman 20:23 change 14:10 changed 35:18 changes 3:18 4:1,8 4:16 5:4 charter 1:5 2:5 8:16 9:23 10:15,16,18 10:23 11:7,19,21 12:5,17 17:9,9,12 17:13,18,20,23,25 18:2,6,11,13,15,16 18:20,23,24 19:7 20:15,18 21:10,14 21:23,25 22:4,14 22:24 23:12,21,24 28:3,18 32:25 33:20 37:7 38:15 39:2,17,18,20,23 40:7 42:17,17,22 43:14,18,21,23 44:9,14,19,23,25</p>
--	---	---	--	---

AUDIO TRANSCRIPTION

11/16/07

45:4,6,23,24 46:2,7 47:5,8,11,12 48:4 chartering 17:23 18:11 21:22,25 22:3,14 charters 38:11 cheerleading 13:6,7 child 9:22 children 21:19 29:18 30:2 40:1,3,4 41:6 41:9,9,17,21 42:20 43:25 44:10 45:5 circulation 16:7 cited 27:16 28:1 cites 25:13 citings 39:13 claim 24:24 25:11 26:17 28:16 claims 22:1 23:11 clarity 48:2 Clark 16:9 20:23 47:1 class 8:19,25 9:19,20 9:20 12:1 13:5 classes 8:24 11:22 11:23,25 classmates 12:2 classroom 33:12,16 33:23 35:3 43:9,12 clear 26:13 27:17 37:3,8 clearly 25:5 37:14 close 45:16 closed 44:15 46:2 code 15:22 16:20 17:21 18:9,15 20:17,17 22:22,23 25:18,24 26:2,21 40:25 41:3 Cole 46:13,14 collecting 31:3 collective 15:23 19:20,23 20:1 comb 22:17 come 3:5 22:16 38:1 38:5,11 39:3 40:13 40:15 41:15 43:16 comfortable 39:10 coming 40:5 comments 36:8 43:15 commitment 36:17 committee 7:10 communication 7:13 32:19,22 36:7	communications 5:8,9,14,18,22,24 6:5 communities 40:3 community 46:22 competition 5:17 6:5 complain 44:18 complaints 24:23 compliance 24:13 25:17 32:5,10 41:7 41:8 compliant 41:14 complicated 24:6 complied 20:21 25:18 32:18 comply 21:23 31:8 36:18 37:10,14 39:7 44:13,24 complying 31:21 compromised 47:25 conceived 43:23 concern 25:10 40:1 concerned 24:1 concerns 26:20 conclude 29:20 37:11 concluded 35:20 47:23 concludes 45:11 concluding 20:24 conclusion 34:5,21 35:22 36:9 45:3 conditions 47:25 conduct 47:14 conferences 5:23 confront 19:22 congratulate 5:14 congratulations 6:2 6:8 Congress 44:5,5 connection 21:9 22:8 23:25 consent 48:20 consequences 44:16 45:2 consider 37:3 47:18 considered 35:24 36:11 consistent 23:21 consistently 22:24 constitutes 32:9 Constitution 34:24 constraints 47:17 consultant 20:20	30:20 consultants 40:13 consumables 35:19 contains 19:19 contention 23:8 context 41:5 continue 42:17 44:14 45:5 contrary 40:18 convenience 19:25 coordinated 5:24 copied 47:2 copier 33:7,17,17,25 copiers 33:10,19 copies 16:19 33:8,12 33:23 35:25 48:11 core 35:16 corporate 29:8 corporations 20:17 22:22 23:15 25:2 25:18,24 26:2,21 40:25 correct 7:23 8:13 9:7 10:2,2 12:12 13:20 13:23 15:12 17:5 19:2 28:9 30:8 40:17 44:11 45:12 correction 32:1 corrective 31:2,12 32:7 34:22 35:13 36:21 37:19 correctly 10:11 30:2 council 7:4,7 15:6 counsel 37:6 47:24 Counselor 44:2 country 23:16 County 1:4 2:4 3:4 16:8,17 17:8,11 18:5,16,19,22 45:20,22 47:3,10 course 19:12 Court 44:4 courts 47:22 cover 31:15 cross 24:13 crossed 40:12 cry 5:15 CSR 1:22 49:20 cultures 11:9,11 currently 37:25 curriculum 10:22	10:23 13:5 date 45:21 49:13 dated 46:25 49:16 dates 36:13 day 28:2,9,12,14,17 39:15 days 11:18 17:22 18:10 38:19,20 day-to-day 23:10,14 23:18 December 18:1,19 45:25 decision 18:18 declare 46:2 decline 18:2,20 46:1 defined 25:24 defining 37:5 definition 37:8 degree 39:9 delegate 6:24 23:22 delegates 23:18 Delgado 47:1 deliverables 32:8 demands 37:16 description 43:11 designed 44:7,25 45:1 detail 31:21 details 23:3 determined 30:24 47:8 determining 32:24 different 9:13,15 40:24 dinner 7:3 directed 16:12 17:2 direction 49:8 directive 31:1 32:6 directly 27:23 director 16:12 17:2 26:4 directors 23:14 disappointed 48:5 disclosure 15:22 discuss 25:3 discussed 25:7 discussion 34:13 43:3 disingenuous 43:11 43:15 disinterested 38:12 document 31:13 32:22 36:11 39:12 documentation 43:4 47:15	documents 20:11 22:17,25 30:17 31:3,19 32:14 37:12 39:6 doing 38:6,8,15 40:15,17 45:1 Dopary 18:25 19:3 dot 24:12 33:11,11 33:11,12,12,12 dotted 40:11 doubt 27:21 Dr 3:18 13:22 19:4,5 20:14,19 21:7 23:9 26:9 27:22 30:7,15 30:21 31:8 36:19 37:22,24,25 38:10 39:2 46:4,8,9,14,18 46:25 47:1 draws 9:14 drums 11:24 due 17:16 32:15 DWP 6:7 Dymally 13:16,18 14:3,7 41:25 42:6 42:11
E				
				East 16:9 easy 9:2 economic 44:16 Ed 16:8 education 1:4 2:4 3:4 10:19 16:8,8,9 16:17 17:8,12,19 17:21 18:7,9,14,17 18:20,23 35:2 42:16,16 45:6,21 45:22 47:3,11 educational 6:1 8:23 9:14 39:5 44:15 Education's 18:6 effective 16:9 either 27:23 elected 43:17 emotional 5:16 emphasize 32:17 emphasized 28:22 employee 49:11 employees 16:1 35:4 enact 21:22 encounter 43:20 enemy 41:11 engagement 47:9 English 11:22 35:17

AUDIO TRANSCRIPTION

11/16/07

<p>enjoy 13:5 enjoying 9:10 enriched 27:12,25 enriching 28:20 Ensure 35:5 entire 36:11 entirely 23:21 err 44:10,10 erred 23:8 errors 45:2 establish 20:12,14 20:21 established 45:24 estate 28:5 et 35:1 39:14,25 ETN 6:1 evaluate 47:9 everybody 5:11 39:10 evidence 17:17,24 18:13,22 22:15,18 27:4,6 28:15 35:22 35:24 42:25 evident 47:15 evidently 40:22 exactly 40:16 example 11:23 23:7 25:13 28:1 33:5 41:17 examples 23:6 24:20 36:3 excellent 13:6 exception 25:4 Excuse 21:5 34:1 executive 19:18,20 20:2,3 41:1 exercise 12:24 exercised 44:21,22 Exhibit 32:6 34:19 35:12,25 exhibits 19:18,19,21 existing 47:16 exists 17:17,24 18:13 expect 23:13 24:12 expecting 12:4 expense 27:13,19 33:25 experience 20:6,6 37:5,7 39:5 experiences 13:11 40:8 expert 39:2 explain 30:19 explained 37:9</p>	<p>extend 14:15 30:11 34:4,12 45:4 extended 34:7 extra 14:22 e-mail 46:25</p> <hr/> <p style="text-align: center;">F</p> <hr/> <p>fabulous 7:5 fact 25:25 27:16 28:22,24 35:11 36:19 37:14 42:18 failed 40:3,4 failure 40:6 failures 44:19 fair 47:18 fall 25:5 far 9:10 11:8 12:1 fault 42:20,21,21 favor 4:9 34:14 feasible 33:10,19 feedback 31:24 32:13 feel 34:4 37:17 felt 39:10 fifth 27:9 fight 41:12 file 38:19 final 41:23 finally 20:23 27:9 29:20 finance 7:10 financial 26:5,9,16 28:17 financially 49:10 find 22:22 32:3 38:6 38:15 40:14 42:25 44:17,20 fine 14:5 finished 6:17 firms 6:6 20:8 40:14 first 5:18 6:8 8:12 19:10 21:24 22:2 23:7 28:8 31:19 32:16 38:2 41:24 43:8,10 five 15:19 23:5 30:10 fix 22:5 29:11,16 38:16,22,23 39:17 39:20 flag 3:7,10 flex 40:10 41:12 flexibility 43:25 44:7 45:1 flows 28:13 flu 5:19,22,25</p>	<p>follows 21:24 foregoing 49:9 Forester 20:9 forget 41:6,9 forth 30:17 32:19 forward 29:12 31:19 32:12 found 22:24 23:3,6 24:19 26:6,19 29:10 32:6 33:5 34:19 40:19,24 founding 26:10 four 29:2 frame 32:19 Frank 6:8 fraud 42:19 free 11:22 FREER 3:3,14,16 4:3 4:5,7,11,19,22,24 5:2 6:10,12,14,17 6:19 7:12,17,21,24 8:3,6 9:4,25 10:5,8 10:10,13,25 11:4 11:15 12:6,11,14 13:8,11,15,19 14:1 14:4,6,8,14,23 15:1 15:5,9,14,16,18,21 17:6 19:4 21:6 30:4 30:6,10,14 34:1,8 34:10,16 37:21 41:22 42:3,9 45:10 45:14,18,20 46:5 46:20 48:14,17,19 freeway 40:22 Fresh 1:5 2:5 3:22 8:16 9:23 10:15,16 10:18,21,23 11:6 11:18,21 12:5,17 13:2 17:9,12 18:7 18:16,24 19:7 20:10,15,21 21:10 21:14 22:6,16 23:8 23:17 25:11 26:21 27:7 28:3,12,14 29:10 30:20 31:17 33:9,20 34:21 35:8 35:11,13 36:5 39:1 43:1 44:8,12 45:23 47:2,5,12 Friday 7:3 friends 9:11 fulfill 47:9 full 33:7,16 35:2 fully 31:21 47:23 fun 12:20</p>	<p>fund 39:24,25 further 35:24 49:8 49:10</p> <hr/> <p style="text-align: center;">G</p> <hr/> <p>Gail 30:7 gained 28:6 Gale 20:19 games 12:25 gather 47:13 gathered 47:15 general 16:7 37:6 gentlemen 38:25 genuine 39:25 give 9:2 12:4 17:15 20:24 21:25 22:4 33:3 38:16,21,23 44:7,10 45:1,6 48:11 given 11:20 23:2 31:2 48:6 gives 8:19 9:15 10:16 11:21 12:20 glad 19:10 Glarum 20:4,5 21:5 21:7,7 40:13,20 glasses 30:16 go 5:8 6:19 8:4,21 9:2,22 11:6 15:13 15:14 26:15,25 29:2,12 30:12 38:4 38:13 40:16 43:19 48:20 God 3:12 41:19 goes 36:16 going 5:15 11:24 12:7 14:10 15:11 15:12 22:20 24:12 28:23 32:13,13 44:13 Golden 28:2,9,12,14 28:17 good 8:18,24 9:1 11:8 13:11 15:20 21:5,6 30:13,14 36:20 45:6 46:19 46:20 governance 21:8 22:8,11 governing 6:23 7:1 Government 15:22 16:20 20:17 22:23 governments 19:20 19:24 20:1,7 governor 21:17</p>	<p>39:16 grade 9:9 11:7,8 12:17 grades 35:18,20 grant 25:21 27:25 granted 23:9 42:21 graphs 9:14 great 6:22,24 7:2,5 8:17 9:3,21 11:20 12:2 39:9 green 3:20 4:1 group 4:24 guess 5:10 7:17 guest 6:25 guidance 38:23 Gutierrez 46:13,13 46:14,16,19,21 48:18</p> <hr/> <p style="text-align: center;">H</p> <hr/> <p>H 1:21 2:16 49:19 hand 48:2 handed 20:1 happen 29:19 happened 29:13 43:12 Hartzell 34:25 Head 6:23 7:3,7 15:6 healthcare 5:19,21 hear 10:11 34:5 heard 38:3 41:7 hearing 4:11 5:6 7:16 13:25 14:2,4 14:18 16:1,3,6,10 16:15,22 17:6,7,11 17:14,24 18:5,12 18:14,18 45:12,17 45:21 46:2 hearings 7:14 15:24 17:3 held 3:21,23,24,25 16:24 17:13 45:21 Hello 11:17 12:15 help 8:20,22 9:14 10:19 12:7,23 45:5 helped 9:12 helping 39:24,25 helps 8:19 Hi 9:8 10:14 11:5 highlight 23:5 high-volume 33:10 33:17,19,23 hiring 30:22 history 11:11 hit 7:5</p>
---	--	--	--	---

AUDIO TRANSCRIPTION

11/16/07

hold 17:24 18:12	interest 21:21 26:5,9	LACEA 16:17,23	lines 37:17	matrix 19:18,21 20:2
home 43:2	26:16 28:17 33:3	LACOE 5:18 17:16	list 15:25	20:2 32:23 33:2,5,5
honorable 13:15	Interested 49:11	20:9 21:2,9 22:7,17	listen 29:24 43:22	33:14 35:8,22 36:4
19:9 41:25 46:21	International 16:1	23:7 24:17,23 25:5	listened 49:6	36:5,8 43:6
hope 9:17 10:1 41:19	interview 31:15	25:13 26:7,17,23	litigation 47:16,21	matter 14:13,14
45:3	invited 48:9	28:15,25 29:7 31:6	48:7	21:13,18 29:23
hosting 6:22	involve 23:14	31:10,25 34:23	little 22:21 38:11	37:4 47:19,24
huh 5:11	involved 30:22 39:23	36:18 37:8,13,16	lives 21:15	matters 29:25 48:2
hundreds 37:12	40:7 43:18	41:13 47:1	located 28:5 33:18	maximum 8:10
I	involvement 30:19	LACOE's 5:25 26:20	location 36:12,14	ma'am 46:4
idea 39:22	47:4	37:6,18 45:23	long 24:6	meet 37:15
identified 24:18 25:5	In-depth 20:6	ladies 38:25	look 25:8 26:1 27:15	meeting 3:3 17:1
impacted 21:16	Irvine 2:15	language 12:23	31:2 38:5,6,12,14	25:14,17 30:18
importance 21:20	issue 18:12	35:17	41:16,17 44:13,24	31:9 36:12 37:19
important 22:3 30:1	issues 19:22 20:7	large 6:6,7	looking 29:25 32:1	42:14 45:25
38:25	21:8 22:8,11	Lastly 41:6	Los 1:4 2:4 3:4 5:17	meetings 24:25 25:3
importantly 28:11	item 3:16,21,22,23	late 15:19 40:23	16:16 17:8,11	25:7 29:1
impossible 23:13	4:13 15:13,15,18	latest 32:16	44:16 45:20,22	member 3:8,15 4:4,6
inaudible 8:20 11:14	17:4 20:22 25:19	Latham 20:8	47:3,10	4:18,21,23,25 5:1
13:18 14:3 20:13	33:6 34:24 35:2,5	law 20:8 23:6 26:13	lose 30:2	13:14 14:5,12,16
31:9 38:11,18	36:14 37:18	26:13 30:1 35:4	losing 28:10	14:21 15:4,19 17:5
include 36:12	items 3:25,25 5:13	37:3 40:14 44:24	loss 44:20	26:10 30:5 34:6,9
included 4:1 24:5	6:13,15 24:17,24	lawyer 44:2	lot 9:20 11:20 12:1,4	34:13 42:2 45:13
31:14 36:9,10	25:3,5,6 31:24 32:1	lawyers 24:9 29:22	13:16 24:17 28:7	45:16,19 48:13,16
39:24 41:24	32:18 36:1,9	38:5,17	28:25 29:21 41:8	members 5:9 7:4
includes 19:17	J	lay 24:9	lots 9:16,18 11:9	19:9 27:12,18
including 19:20 20:8	Janette 19:4 23:9	lead 3:6	lunch 9:21 13:5	28:20 30:15 37:24
inconsistencies 33:2	26:9 27:22	leadership 39:5	Lupe 46:25	38:4 40:21 42:12
36:4	Job 1:23	learn 9:3,13 12:23	M	43:9,19 45:3 46:22
incorrect 27:8 45:7	join 3:9 13:7	learned 7:7 9:11	machine 49:7	47:3 48:12
independent 20:20	Jose 46:12	12:1	Madam 5:12 6:16	memorandum 46:24
30:20	justice 3:13	learning 10:20 11:8	7:11 19:8 30:13	mentioned 5:5 21:8
indicate 41:2	justify 22:1	lease 28:9	37:24 42:12,12	27:21 30:7
indicated 35:11	K	leave 14:17	44:2 46:21,22	merits 47:10
indication 37:13	Kamiko 13:12	led 36:8	main 33:18	Mervyn 13:16 41:25
indicted 42:18	karate 8:25 9:20	left 13:13,16 37:1	major 24:22 44:20	met 9:11 31:1 34:24
indirectly 27:23	10:23 11:24 13:5	42:1,24	management 23:10	36:9,11,15
individual 23:19	keep 8:10	legal 23:1 29:21,25	23:15,18	middle 30:21 32:14
indivisible 3:12	kind 26:7 31:23 32:4	legally 39:2	mandated 32:18	mike 8:14 19:2
inferences 39:13	44:7	legislative 44:3,4,6	mandatory 27:5	mind 8:11 14:11
inform 47:7	kindergarten 9:24	44:24	mandatory 27:5	24:14
information 33:14	13:2	legislature 21:17,21	manner 20:23 23:23	minor 5:5 45:2
34:19 47:14	kits 43:9,10	24:7,10 38:21	market 28:10	minutes 4:14 5:3,6
inquiry 47:18	know 8:8,20 12:22	39:16	Marsh 9:1 12:3 13:4	7:18,22 13:14,22
instance 44:6	16:13 21:13 24:4	Lemm 7:8 32:4	Mary 20:4,5 21:7	13:24 14:22 15:19
instances 40:19,24	24:11 29:9,21,22	lengthy 43:3	37:2	21:2,3 24:25 26:24
instructional 35:6	42:6 44:2	letter 31:15 32:3,5	material 22:15 26:4	27:2 29:8 30:11
35:14	knows 12:9 41:20	let's 29:12	26:8,16 37:1,2,4,9	34:7,12 42:2,3,8
instruments 11:23	Korn 6:2	level 38:24	materials 10:18 22:7	misapplication 23:1
intent 17:7,11,20,23	K-5 35:18	Levin 6:21	22:21 23:2 24:2,15	40:24
18:5,6,11,22 31:8,9	L	liberty 3:12	24:20 26:6,22	misapplications
31:21 37:19 39:7	Labor 16:12 17:2	life 10:17 12:21	27:11 33:24,24	23:3
44:3,4,6,25 45:23		lightly 29:19	34:20 35:6,7,10,14	misapplied 23:6
interdistrict 3:22		limit 47:21	35:21	misleading 43:15
		limited 23:4	math 11:22 12:23	missing 29:17

AUDIO TRANSCRIPTION

11/16/07

<p>misstatements 36:4 moment 34:1 money 25:21 27:18 27:22,24,25 28:10 28:13,19 monitor 31:4 month 42:24 Morrison 20:9 Mosley 13:12 motion 5:4 34:11 47:13 move 4:4,13,18 5:2 34:6 moved 4:5 31:23 movement 40:7 movies 9:14 moving 31:19 Mozley 40:21 multifaceted 5:22 muscles 40:11 41:12 music 8:25 9:20 11:23 12:19,20</p> <hr/> <p style="text-align: center;">N</p> <p>name 8:15 9:8 10:2 10:10,14 11:2,5,10 11:17 12:13,15 46:11 49:14 named 8:18 9:1,12 nation 3:12 National 25:21 26:10 27:20,24 nearly 21:15 necessary 33:11,22 need 4:15,19 5:3 6:12 8:20 9:22 10:19 12:7,21 21:19 29:12 30:16 needed 30:25 35:19 needs 21:19 22:14 28:21 31:10 neglect 37:10 negotiation 16:16 16:23 neither 49:10 never 29:10,13 39:14 new 9:11,11,12 32:7 newspaper 16:7 nice 6:4 note 5:4 19:13,14 noted 4:8 24:20 notes 8:19 9:16 notice 3:20 16:6 17:20,22 18:3,10 22:1 32:24 34:2</p>	<p>notices 17:3 notified 5:15,16 notion 43:23 Notwithstanding 39:8 November 3:4 15:25 16:4,9,24 17:13,16 25:14 46:25 number 28:25 33:6 36:10 37:1 46:3 numerous 36:3</p> <hr/> <p style="text-align: center;">O</p> <p>obvious 21:12 occasions 36:19 occur 37:3 occurred 29:1 45:8 October 4:14 5:3,7,7 16:3 17:21 30:18 36:6 39:15 42:15 offer 19:7 40:9 office 16:8,18,24 33:18 45:22 47:3 47:11 officer 42:18 official 43:17 Oh 4:23 6:14 13:15 okay 4:3 5:1,2 7:15 8:13 10:10 13:15 14:6 32:12 45:14 46:16,17,18 48:19 old 11:6 12:16 37:6 omitted 33:14 ones 5:5 open 8:14 18:8,17 30:24 47:16,21 operations 48:3 operators 43:24 opportunities 5:23 11:21 47:21 opportunity 9:3 10:17 17:14 19:6 20:25 22:4 29:11 29:16 44:11 48:1 Opposed 34:16 opposition 4:11 oral 17:15 order 3:5 8:7 22:13 26:13 40:8 ordered 35:16,19,21 ordering 3:17 orders 35:5,14 outgoing 7:4 outside 38:5 43:13 47:22</p>	<p>overall 13:20</p> <hr/> <p style="text-align: center;">P</p> <p>Pacific 25:21 26:10 27:20,24 page 32:8 pages 37:12 39:13 41:16 pandemic 5:19,22,25 paper 38:19 41:17 paramount 21:19 parents 7:6 43:24 Parker 19:4,5 20:14 20:24 21:7 23:9 26:9 27:22 30:7,21 36:19 37:22,24 38:10 47:1 Parkers 28:4,8,16 43:2 Parker's 31:8 part 18:4 43:1 44:4 45:12 particular 4:16 23:20,25 25:13,19 25:23 35:4 parties 47:16 48:6 49:12 partners 48:9 passed 27:18 people 4:15 12:3 24:8,9 39:23 percent 31:9 40:4 perform 42:23 permitted 13:22 person 18:21,25 persons 18:25 38:12 petition 19:8 20:18 phone 37:1 phonetic 2:25 pick 9:22 place 5:18 16:4 25:14 29:18 36:7 36:23,24 47:17 placed 35:5,14 36:1 plan 13:7 31:2,12 32:7 35:13 36:21 37:20 47:13 planning 5:25 play 12:25 playing 12:19 please 3:5,6,9 11:2 15:24 38:13 40:14 pleased 6:2 40:18 pleasure 34:3 pledge 3:7,9,10</p>	<p>plus 13:21 point 24:3 28:24 29:6 31:17 32:12 32:21 33:1 35:24 36:16 pointed 37:2 policy 7:4,7 15:6 16:21 politician 42:7 portions 20:16 position 42:19 posted 16:7 PR 6:5 practical 33:9,19 35:9 practices 48:4 pray 41:20 preliminary 24:3 prepared 39:6 46:23 preparing 30:24 31:3 prescribed 32:9 present 19:15 20:4 presentation 13:20 14:18 15:11 17:15 19:11 46:8 Presentations 3:21 46:5 presented 33:15 34:20 president 3:3,14,16 3:19 4:3,5,7,11,19 4:22,24 5:2,12,18 6:10,12,14,16,17,19 7:11,12,17,21,24 8:3,6 9:4,25 10:5,8 10:10,13,25 11:4 11:15 12:6,11,14 13:8,11,15,19 14:1 14:4,6,8,14,23 15:1 15:5,9,14,16,18,21 17:6 19:4,8 21:6 30:4,6,10,13,14 34:1,8,10,16 37:21 37:24 41:22 42:3,9 42:12 45:10,14,18 45:20 46:5,20,21 46:24 48:14,17,19 presume 19:1 previously 47:20 prices 6:8 primary 19:22 principal 9:1 12:3 principle 24:14 principles 29:21</p>	<p>prior 33:21 36:2 42:15 private 6:6 pro 5:20,24 probably 37:12 problem 8:22 14:6 23:12 25:1,25 26:12,24 problems 28:7 29:16 procedure 29:7 procedures 21:22,24 22:9 33:21 38:18 45:7 proceed 10:13 11:4 31:18 32:14 34:17 42:5 46:3 proceeding 14:24 process 19:23 21:2 47:15 48:9 program 12:19,20 programs 5:20,21 9:20 projects 9:16 pronounce 10:6 11:2 proof 32:9 property 28:5,8 proposal 16:16,23 proposals 17:1 proposed 47:4,10 protect 29:18 prove 35:24 provide 10:22 17:14 17:19 18:22 19:10 33:10,19 48:5 provided 19:14 31:16 provides 10:18,21 providing 17:22 18:10 33:7 35:3 47:24 provision 24:11 25:2 public 5:16 6:7 7:13 7:16,25 13:25 14:2 14:4,18 15:22,25 16:3,6,10,15,19,21 16:22 17:6,7,10,14 17:24 18:5,12,14 18:18 19:14 35:2 40:2 43:25 45:21 46:2 published 16:6 purported 36:25 purportedly 29:1 purpose 16:22 44:9 48:3</p>
--	--	--	---	---

AUDIO TRANSCRIPTION

11/16/07

<p>Pursuant 15:21 16:20 pursuing 48:7 purview 25:6 37:18 put 7:4 24:10 puzzled 42:24 p.m 16:5,25</p> <hr/> <p>Q</p> <p>question 32:4 questions 16:10 17:1 31:15 quite 43:7 quorum 25:12 quotes 33:8</p> <hr/> <p>R</p> <p>ramp 38:24 Ramsey 11:16,17,17 rang 32:11 rate 40:6 reached 16:2 reaction 16:22 read 18:4,8 24:4 30:16 40:25 41:3 46:23 reading 47:6 real 28:5 realize 27:16 realized 24:7 really 12:7 14:13 28:22 38:10 40:18 41:2 43:11 reason 45:5 reasonable 22:4 29:16 35:9 38:16 38:22 recall 42:14 receive 27:24 received 16:18 35:23 36:2 receiving 16:22 recess 12:24,25 recognize 24:10 38:18 recognized 5:21 21:18 recommendation 21:10 46:1 recommendations 31:14 36:20,20 recommends 17:10 record 46:23 recorder 12:19 recording 49:6</p>	<p>referring 33:6 reflected 24:24 regard 28:11 regarding 16:10 17:1 47:4 regret 47:7 regular 45:12 regularly 16:25 reimburse 33:11,22 reimbursement 33:7 reiterate 48:8 related 35:3,4 relates 35:1 41:21 Relations 5:16 16:12 17:2 relative 49:11 relevant 23:1 remarks 20:24 reminded 8:9 remiss 39:21 rent 28:10 reopeners 16:16,23 reordering 3:20 repair 45:7 report 31:11 reported 43:8,10 Reporter 2:17 49:5 representative 46:10 request 3:11 request 21:1 31:22 37:18 42:16 requested 31:5 47:9 require 27:1 required 18:14 25:17 29:13,15 31:19 33:24 requirement 22:12 22:13 25:8 26:7 27:5 requirements 15:22 26:15 requisitions 35:25 resolution 23:9,20 23:25 48:2 resolutions 23:16 47:22 respect 45:22 responded 35:11 36:21,22 37:19 response 5:25 16:18 16:24 17:16 31:3 31:20 33:8,16 35:9 35:23 43:6</p>	<p>result 22:10 27:22 28:13,18,19 return 32:1 review 16:19 22:6 24:15 27:11 31:25 33:21 43:5 47:14 reviewed 26:6 29:8 31:11,12 reviewing 24:2 reviews 44:4 revocation 18:15 21:18 22:2 29:19 38:24 39:18 47:5 revoke 17:8,12,17,20 17:23,25 18:2,2,6 18:11,13,20,20,23 21:14 22:14 32:25 44:22 45:23 46:1,1 47:11 revoked 21:11,24 right 4:21,25 6:19 9:4 14:20 15:1,5,11 20:14 34:3,11 41:13,20 45:19 46:11 road 38:14 roadmap 19:11 Robles 3:18,19 5:11 5:12 6:13,15,18,20 7:15,19,23 8:1,5 10:4,7 12:9 13:9,22 13:24 14:10,20,25 15:12,15,17 19:9 30:15 37:25 46:4,8 46:9,14,18 roles 7:1 room 6:25 rule 27:3,6</p> <hr/> <p>S</p> <p>Saenz 4:4,5 Sara 6:21 satisfactory 20:22 satisfied 22:9 43:4 saw 39:14,15 41:17 43:6,6 saying 10:1 29:21 says 26:3,13,25 27:1 27:3 32:8 scheduled 16:4,25 school 1:5 2:5 8:16 8:24 9:2,18,22,23 10:15,16,18,24 11:7,19,20,21 12:5 12:18 13:3 17:9,13</p>	<p>18:7,16,24 19:7 20:15 21:16,25 22:4 23:10,15,19 27:13,19 28:3,18 30:2,24 32:5,25 33:20 35:7,15 36:2 36:18 37:7 38:16 39:17,23 40:2,7 42:17,22 43:5,14 44:1,14,23 45:7,24 46:7 47:5,12 schools 28:2,9,12,14 28:17 39:3,18,20 40:5 43:18,21,23 44:7,9,19,25 47:8 science 12:24 35:17 35:17 scope 37:18 47:17 script 18:8 45:14 46:6 scrutiny 44:8 second 4:6 22:2 24:1 24:16 28:1 34:8,9 seconded 4:7 34:10 34:12 secretary 5:6 26:24 27:1 48:12 section 15:23,24 16:20 17:21 18:9 18:15 26:2,11,18 26:19,25 27:3,8 34:25 sections 25:18 41:3 see 5:9 22:18 24:5 30:16 36:5 37:11 39:6 40:8 42:22 seeing 38:11 seen 39:14 44:18,19 SEIU 16:3,11 selection 35:20 self-dealing 25:23 26:1,3,14 sending 39:18 senior 43:17 September 32:16 33:21 sequencing 8:8 30:6 37:22 series 41:24 serious 21:13,18 23:5 27:10,14 28:21 29:23 37:4 38:14 44:15,15 seriously 38:3 serve 40:3</p>	<p>Service 16:1 services 6:1 session 6:23 18:8 set 19:12 31:13,14 32:19 38:21 47:13 Seven 42:2,3 Shakara 10:2,5,9,9 10:12,12,14,14 Shakeer 8:18 9:12 11:10 12:2,22 sheet 3:20 4:2 Sherman 8:12,13,15 8:15 she'll 10:7,8 shocked 40:19 short 37:16 shorthand 2:16 49:4 49:7 showing 11:14 sic 10:15 side 19:7 44:10 sides 47:20 sidestep 26:7 sign 9:24 significant 33:13 47:17 simply 26:18 27:8 site 43:11,13,14 sites 33:10,20 sixth 9:9 11:7,7 12:17 six-page 31:13 32:22 39:12 slavery 11:11 social 10:22 12:24 35:17 Society 5:17 somewhat 42:24 sorry 6:14 31:12 44:21 46:14 sort 27:17 sought 38:6 soundest 47:24 sounds 8:3 South 44:16 Southern 6:6 speak 14:2,9,17,19 15:3 18:21 19:1 41:25 42:7 speaker 6:25 15:7 20:13 30:9 41:23 speakers 8:10 45:11 specific 21:22 22:1 23:2 25:2,17 26:3 specifically 23:22</p>
---	--	--	--	--

AUDIO TRANSCRIPTION

11/16/07

<p>specificity 38:22 spectacular 12:5 speeches 7:5 spellings 2:25 spoken 39:16,17 sports 10:23 squad 13:7 squads 13:6 staff 6:3,22 7:2,6 19:9 21:2 22:7 23:11 24:18,23 25:15,22 27:7 28:25 29:7 33:8,11 33:16,21,22,25 34:21 36:12 38:1 43:9 44:22 46:22 staff's 21:10 23:8 standing 6:25 36:24 stands 3:12 start 1:5 2:5 3:22 6:24 7:3,7 8:9,14 8:16 9:23 10:15,16 10:18,21,23 11:7 11:19,21 12:5,17 13:2 15:6 17:9,12 18:7,16,24 19:7 20:10,15,21 21:11 21:12,15 22:6,16 23:8,17 25:12 26:21 27:7 28:3,12 28:14 29:10 30:20 31:17 33:9,20 34:21 35:7,8,10,11 35:13,15 36:5 39:1 43:2 44:9,12 45:24 47:2,5,12 started 22:20 starting 31:17,18 start-up 39:24 state 11:2 38:4,10 42:19 49:5 stated 3:24 38:13 41:3 statement 32:11 states 3:11 17:21 18:9 35:1,5,8 stating 21:12 34:23 35:13 statute 12:25 27:5 29:14,15 step 22:2,2 36:23 stepped 37:25 Stop 39:17 story 38:2 Straw 10:2,9,12,12</p>	<p>10:14,14 strengthening 48:3 strict 9:2 striving 12:18 struck 43:7 students 21:15 35:2 studies 12:24 study 4:24 studying 9:15 subjected 44:8 subjects 35:16 sublease 28:2,6,11 submit 23:23 32:13 submitted 19:11 21:9 22:7,17 24:21 27:11 31:5,20 33:24 37:13 subscribed 49:13 subsequently 43:5 substance 39:10 44:17 substantial 17:17 18:13 22:15 24:13 33:13 41:7,8 42:25 substantive 31:20 substitute 43:8 successes 44:19 sudden 39:12 41:10 sufficient 25:12 suggested 14:24 Suggesting 43:13 summaries 41:1 summary 19:18,20 20:2,3 summer 30:22 36:1 superintendent 3:19 5:11,12 6:13 6:15,18,20 7:15,19 7:23 8:1,5 10:4,7 12:9 13:9,24 14:10 14:20,25 15:12,15 15:17 16:18 17:10 19:8 42:12 46:22 supplement 17:15 support 18:21 22:18 25:12 35:3 48:6 Supreme 44:4 sure 3:8 22:13 23:12 29:18 31:4 36:23 38:7 39:10 41:1 surprised 22:21 SUSAN 1:21 2:16 49:19 suspended 42:17 system 40:2</p>	<p style="text-align: center;">T</p> <p>t 24:13 40:11 take 16:4 25:8 30:16 36:7,23 38:14,24 taken 25:16 36:24 49:7 takes 17:4 talk 6:25 9:9 27:9 talking 22:11 tape 38:9 taught 11:10 teach 10:15 teacher 8:17,18 9:12 9:12 12:2,22 43:8 teachers 9:17 13:3 30:23 35:3 42:21 43:24 teacher's 11:9 teaches 9:17 team 6:9 47:1 telephone 36:10 tell 10:7,8,10 11:18 12:10,11,16 22:8 22:20 31:7 38:2,22 40:15,16 tells 38:19 ten 24:19 Tentative 16:1,11 terrific 12:3 text 47:6 textbook 35:20 textbooks 35:16,18 TFCS 17:14,18,20 18:3 thank 3:14 4:22 6:10 7:2,7,12 9:4,25 10:13,25 11:15 12:6,14 13:8,9,11 14:7,8 15:9 19:5,6 21:4 30:3,4,5 34:18 37:20,21 38:1 41:19,21,22 42:11 45:9,10 48:9,17,18 theirs 7:25 thereof 49:9 thing 6:4 24:16,22 41:20 44:3 things 9:11 10:22 11:9 13:3 32:15 41:4 think 7:18 10:7 12:9 14:16 15:7 19:25 24:14 27:10 28:20 28:21 30:1,6 34:2</p>	<p>37:22,22 39:1 41:18,23 43:14 45:8,11 46:11 third 19:19 24:22 thorough 47:14 thought 6:17 thoughtful 47:18 thousands 37:12 three 19:12,16 thrown 29:21 time 7:20 8:13 13:13 13:16,19 14:17 23:4 29:3,24 30:12 30:22 31:5,20 32:18 33:3 34:4,7 34:12 35:6 37:16 38:2,16,22 41:15 41:25 45:9 timeline 34:2 timelines 31:4 32:9 timely 20:22 times 36:13 today 9:9 15:3,8,9 19:11 20:4 21:16 22:11 23:5 36:24 38:1 41:18 44:20 46:9,23 Today's 1:5 2:5 3:22 8:16 9:22 10:15,16 10:17,21,23 11:6 11:18,21 12:5,17 13:1,2 17:9,12 18:7 18:15,23 19:6 20:10,15 21:10,14 22:6,16 23:8,17 25:11 26:21 27:7 28:3,12,14 29:10 30:19 33:20 34:20 35:13 39:1 43:1 44:8,12 45:23 47:2 47:5,11 total 8:10 training 5:23 6:22 7:2 transaction 25:23,23 26:1,2,3,4,14 27:20 27:23 28:13,19 transactions 27:15 transcribed 1:21 2:15 49:8 transcription 1:15 2:15 49:9 transmitted 46:25 tried 26:7 triggers 26:14</p>	<p>troubled 43:7 try 42:8 trying 12:22 turn 39:13 turnout 6:24 tutor 11:22 tutoring 9:19 two 5:10,18 6:7,13 6:15 14:21 19:22 22:9 42:4,7,10 Tyler 11:16,17,17 12:6 type 32:2 Tyree 8:12,13,15,15 9:5</p> <p style="text-align: center;">U</p> <p>uh-huh 7:23 8:2,5 15:17 undersigned 49:4 understand 9:15 10:20 unequivocally 20:12 20:15 unfortunate 36:6,22 Unfortunately 27:15 UNIDENTIFIED 15:7 20:13 30:9 uniforms 13:4 United 3:10 University 25:21 26:10 27:20,24 untoward 28:23 unwillingness 37:14 upcoming 17:3 urge 25:8</p> <p style="text-align: center;">V</p> <p>various 9:21 vendor 33:25 versus 34:25 videos 8:23 violated 20:16 26:21 26:23 27:6,7 violating 24:18 violation 23:11,24 26:18 37:2,4,9 44:21 violations 20:17,18 22:1,5,15,19,22 29:1,3,9,11 36:25 violin 11:24,24 visited 43:2 visiting 43:20 Volume 19:17,19</p>
---	--	---	---	---

AUDIO TRANSCRIPTION

11/16/07

<p>32:7 35:12,12 vote 14:15 18:1 21:14 22:14 30:10 41:16 45:25 voted 17:19 votes 30:11</p> <hr/> <p style="text-align: center;">W</p> <p>waited 29:4 waiting 31:23 want 4:16 5:14 6:20 7:1,16,21 12:4 14:1 14:9,17,18 27:17 34:4 41:13,13 44:22 wanted 29:4 38:7 wants 5:4 wasn't 29:11 43:4 Watkins 20:8 way 8:4 10:5 27:25 28:9,19 ways 9:13,21 week 6:23 32:16 43:18 weeks 5:10 weigh 47:23 welcome 3:15 welcomed 48:1 went 40:12 43:5,10 we'll 7:15 8:21 46:3 we're 6:2 8:23 9:15 13:22 15:12 24:12 32:12,13,14 40:17 41:4,7,11,11 WHEREOF 49:13 wide 5:25 willful 37:9 Williams 11:1,3,3,4 11:5,5 willingness 37:15 Windom 20:19 30:7 30:13,15 34:18 39:2 wishes 36:18 wishing 18:21 19:1 withstand 40:6 WITNESS 49:13 won 5:18 6:7 word 41:8 work 5:19,20,22 6:21 11:14 39:3 worked 20:7 working 8:23 11:13 39:19 world 37:7 42:7</p>	<p>write 8:21 written 17:15,19 18:10 33:21 wrong 38:15,23 40:16 44:5 wrongdoing 43:1</p> <hr/> <p style="text-align: center;">Y</p> <p>Yeah 13:10 year 8:17 9:10,17,18 11:8 12:17 13:5,7 35:8,10,15 42:22 44:3,13 years 11:6 12:16 20:6 29:2 39:4 Young 46:24 Young-Levin 6:22 7:8</p> <hr/> <p style="text-align: center;">0</p> <p>07 16:2,11 08 16:15,23</p> <hr/> <p style="text-align: center;">1</p> <p>1 16:3 19:17 32:6,7 35:12 38:9 1B1 35:5 1D 33:6 1st 32:20,22 1,500 41:16 100 31:8 11 11:6 12:16 12 40:24 13 13:14 14 41:16 15 20:5 21:3 15th 32:3 150-plus 39:4 16 17:21 16th 5:3,7 30:18 1640 16:21 17 35:25 18 13:21 19 19:11</p> <hr/> <p style="text-align: center;">2</p> <p>2 13:21 19:19 32:8 35:12 2nd 46:25 20 7:17,21 13:21,24 34:7,12,19 20th 16:4,24 20-minute 8:9 2006 16:2,11 25:15 2007 3:5 15:25 16:3</p>	<p>16:4,10,15,23,24 17:13,16,21 18:1 18:19 32:20 45:25 24th 29:5 29 39:13 29-page 32:23 36:4 36:5</p> <hr/> <p style="text-align: center;">3</p> <p>3 3:21 46:3 3:15 3:24 16:5 3:30 16:25 30 17:22 18:10 3547 16:20 3547.5A 15:23 36 35:12</p> <hr/> <p style="text-align: center;">4</p> <p>4 15:14,24 18:1,19 33:6 4A 15:16,18 4B 3:22,24,25 4th 33:22 45:25 4:45 3:23 47606E 18:9 47607E 17:21</p> <hr/> <p style="text-align: center;">5</p> <p>5 3:25 34:25 5215 26:21,23,25 27:3 5233 26:2,11,18</p> <hr/> <p style="text-align: center;">6</p> <p>6 35:20 6th 3:5 15:25 16:10 17:13,16 39:15 60 21:2 600 21:15 41:9</p> <hr/> <p style="text-align: center;">7</p> <p>7 35:20 77526 1:23</p> <hr/> <p style="text-align: center;">8</p> <p>8 3:25 8122 1:22 2:17 49:20</p> <hr/> <p style="text-align: center;">9</p> <p>9 34:25 9th 4:14 5:7 36:6 93 40:4</p>
--	---	--

AUDIO TRANSCRIPTION

12/28/07

0007 8 NYL

Re: Los Angeles County Board of Education
Today's Fresh Start Charter School
November 20, 2007 Meeting

AUDIO TRANSCRIPTION

Transcribed by:
SUSAN H. CAIOPOULOS
CSR No. 8122
Job No. 79078

1 * * *

2

3 PRESIDENT FREER: Thank you.

4 We'll call to order the Los Angeles County

5 Board of Education meeting of November 20th, 2007.

6 Mr. Saenz, would you please lead us in the

7 Pledge of Allegiance.

8 BOARD MEMBER SAENZ: I'll be happy to.

9 I pledge allegiance to the flag of the United

10 States of America, and to the republic for which it

11 stands, one nation, under God, indivisible, with liberty

12 and justice for all.

13 PRESIDENT FREER: Thank you.

14 Dr. Robles, are there any changes to the

15 agenda?

16 SUPERINTENDENT ROBLES: No, Madam President.

17 PRESIDENT FREER: Do we have a motion to

18 accept?

19 BOARD MEMBER SAENZ: Moved.

20 PRESIDENT FREER: Moved by Mr. Saenz.

21 BOARD MEMBER PAPADAKIS: Second.

22 PRESIDENT FREER: Seconded by Mrs. Papadakis to

23 approve the agenda as presented. All those in favor?

24 (All say aye.)

25 PRESIDENT FREER: Opposition? Hearing none, we

1

3

4 Re: Los Angeles County Board of Education

5 Today's Fresh Start Charter School

6 November 20, 2007 Meeting

15 Audio Transcription, transcribed in Irvine,

16 California, by SUSAN H. CAIOPOULOS, Certified Shorthand

17 Reporter No. 8122.

25 * All spellings are phonetic

1 will move to item number Roman numeral II,

2 Communications.

3 BOARD MEMBER ANDERSON: The minutes.

4 PRESIDENT FREER: Pardon?

5 BOARD MEMBER ANDERSON: The minutes.

6 PRESIDENT FREER: Oh, I'm sorry, I missed the

7 ordering of the agenda. The minutes, thank you.

8 Are there any changes to the minutes of

9 November the 6th? Did anyone note any changes?

10 BOARD MEMBER PAPADAKIS: No, but they're

11 wonderfully done every meeting.

12 PRESIDENT FREER: Yeah, a lot of effort goes

13 into them.

14 I think you review them all, don't you?

15 The superintendent reviews them all before we

16 get them, so that's -- and that explains it, I guess.

17 SUPERINTENDENT ROBLES: Well, she does a good

18 job.

19 PRESIDENT FREER: I know she does.

20 SUPERINTENDENT ROBLES: An excellent job.

21 PRESIDENT FREER: But in addition to that, she

22 better do a good job before they get to you.

23 Anyway, so we don't need a motion on that.

24 Thank you.

25 The next item, Roman numeral -- now we're at

AUDIO TRANSCRIPTION

12/28/07

1 Roman numeral II. Are there any communications from the
2 board? Mr. Saenz.

3 BOARD MEMBER SAENZ: I just wanted to report to
4 my colleagues that last Wednesday I joined Dr. Robles as
5 a guest of LACEA at the CTA dinner, and it was an
6 evening of very good food, good company and informative
7 presentations. And I want to thank LACEA, Mr. Lewis,
8 for inviting me, and thank Dr. Robles for being there
9 with me, and encourage my colleagues, next opportunity,
10 to attend as well.

11 PRESIDENT FREER: I'm very pleased to see that
12 you -- because I was concerned that nobody had signed up
13 until you did the last week, and we found out one person
14 was going. And there was a conflict there; everybody
15 was away at a conference or at something else. And so
16 I've spoken with the person in charge, in terms of
17 looking at a date next time. He's aware of that. Thank
18 you.

19 BOARD MEMBER GILBERT-LURIE: Maybe it was
20 intentional.

21 PRESIDENT FREER: Mrs. Papadakis.

22 BOARD MEMBER PAPADAKIS: Yes, thank you.
23 I was -- in the Times there was a wonderful
24 article about adopted children who were in -- up for
25 adoption, who were in foster care. And two of our board

Page 5

1 write that script or you can do some other things.
2 But there were many theories presented. I was
3 overwhelmed by over 4,000 people from 52 of the 58
4 counties of California participating. And I had sat
5 down and carefully planned out my sessions, and every
6 time -- if you stopped to listen to the end of the
7 previous speaker or go to the restroom, by the time you
8 got to the session it was closed.

9 So it was very -- it was challenging,
10 intellectually and physically, I can tell you that. And
11 I did miss our superintendent's presentation, because by
12 the time I got there it, too, was closed. She was so
13 popular, so --

14 SUPERINTENDENT ROBLES: I didn't know. I would
15 have let her in had I known, I want you to know that. I
16 would not have closed the door on our board member.

17 BOARD MEMBER ANDERSON: Well, one of the things
18 that I did not know about, I didn't hear utterances
19 throughout the room at various presentations, but in
20 today's Times they indicated that certain people walked
21 out of the -- got so upset that they walked out of the
22 summit. And I wasn't aware of those people, but I do
23 know that people were made to be a little bit
24 uncomfortable by some of the theories presented.

25 PRESIDENT FREER: Thank you. We appreciate you

Page 7

1 members, Leslie Gilbert-Lurie and Mr. Saenz, serve on
2 the Alliance For Children.

3 And just think what wonderful work that is,
4 that these kids that have no -- are in foster care end
5 up being adopted by a family that wants a child. And
6 they did that, they serve on a board that does that for
7 these kids. And it tears up all the legal -- untangles
8 all the legal requirements, and I think it's wonderful.
9 I applaud you for your work.

10 PRESIDENT FREER: Well, thank you.
11 Mrs. Anderson.

12 BOARD MEMBER ANDERSON: I'd like to thank you
13 for the opportunity to attend the Achievement Gap Summit
14 in Sacramento. There was an article, an editorial today
15 in the newspaper. There were many, many theories on why
16 the achievement gap is in existence.

17 One of my friends who was to attend with me
18 retired after 35 years of teaching, and her belief is
19 that our children are not learning to read early on and
20 become very discouraged. And that there are too many
21 people -- and this came out in the conference. There
22 are many people who do not see teaching the children as
23 a true vocation, but it's kind of an intermediately
24 position while you're -- you're working while your
25 husband becomes a doctor or a lawyer, or until you can

Page 6

1 representing that. We knew that you and the
2 superintendent were there.

3 And there is an article in the folder that I
4 share with board members, that I cut out of the Times,
5 giving us a summary pretty much of the conference,
6 overwhelmed 4,000 people showed up, and they had not
7 anticipated that great a number. So that's why you were
8 shut out of all your sessions.

9 Anyone else? Then I'd like to report that, of
10 course, last week I attended the National Alliance of
11 Black School Educators' Conference, and Bill Cosby was
12 one of the main attractions, of course, and he was
13 talking about education, a civil right. And we have had
14 a session here at LACOE about this, and that's one of
15 the reasons that I've asked Mrs. Anderson and Mrs. Waugh
16 to chair our committee. You know, we set up a committee
17 here on our board to follow through on that issue.

18 And so there were over 2,000 people in
19 attendance, and he had them memorized. And George
20 McKenna, who was here at our session, was there, and he
21 was really outstanding in terms of -- he can really
22 mesmerize people with his speaking and everything. So
23 it was a good conference. There were other good
24 speakers also.

25 One thing that surprised me was there was one

Page 8

(Pages 5 to 8)

AUDIO TRANSCRIPTION

12/28/07

1 slight mention of Gus Hawkins. Remember I asked us
2 to adjourn last week in his memory? And he was only
3 mentioned once during that -- by George McKenna. And
4 some people said maybe because he's from California and
5 there is a California connection and all, but he's done
6 things nationally, which kind of surprised me.
7 But then I'm pleased to report that Dwight
8 Bonds from our office and Valaida Gory have been voted
9 into governance positions with NABSE.
10 BOARD MEMBER: Great.
11 PRESIDENT FREER: So we're pleased about that.
12 And unfortunately, during the conference Dwight Bond's
13 mother passed and he had to leave early. So we were
14 sorry to hear that. And those of you who know him would
15 want to say something to him.
16 So thank you again. I was pleased I was able
17 to go and represent LACOE.
18 Superintendent Robles.
19 SUPERINTENDENT ROBLES: Thank you, Madam
20 President.
21 Before I begin I'd like to thank Kim Hopka, who
22 is here representing David Florez, and Margaret McNecky
23 is here representing Frank Quan, and Pam Fees is
24 representing Ken Shelton. I guess the men are gone
25 today.

Page 9

1 And I also want to thank -- last night I was
2 asked by the Antelope Valley Trustees Association to
3 present the same presentation I gave at the LACSTA up at
4 the Quiet Cannon on the services of LACOE. And with me
5 were Pam Fees and Richard Quinones and Vicky Limon. And
6 it was very successfully. Every time I gave a
7 presentation on what LACOE does and all the things that
8 we're involved in, people walk away in awe that we're
9 still standing and smiling and doing good work. So
10 we're pleased about that.
11 And this morning I attended the Board of
12 Supervisors meeting, because the Board of Supervisors
13 honored our top 16 teachers of the year.
14 BOARD MEMBER: Oh, great.
15 SUPERINTENDENT ROBLES: And also gave special
16 recognition to the top two from Monroe High School, and
17 South Whittier School District to the top five. And the
18 gentleman from Monroe High School, and his name escapes
19 me, and I apologize, I'll have it for the minutes, is
20 going to be our state representative at the nationals.
21 And today he said he submitted all his paperwork, and he
22 should know sometime in January where he stands. And I
23 said -- I asked him if he'd please whisper it to me, and
24 I'll keep it quiet, about the nationals. So that's
25 exciting.

Page 11

PRESIDENT FREER: I guess so.
SUPERINTENDENT ROBLES: But we have great
3 administrators in charge, and thank you for being here.
4 I also just call your attention to several
5 articles inside your green folder from LACEA and also
6 from Today's Fresh Start, and also some information on
7 the firm that we talked about, regarding the search
8 firm. So those are four items inside your green folder.
9 I also want to acknowledge the State PTA and
10 the National PTA for joining me in the presentation with
11 the Achievement Gap. It was about family involvement
12 and how to engage parents, because we really know that
13 that's critical to the success of a student's
14 achievement in school.
15 I also want to thank Mr. Saenz, and I guess
16 Mark Lewis didn't care that I was going to say thank you
17 for the dinner; he left. But it was a great meeting,
18 also to meet with our staff. There were several staff
19 members there. And I want to thank Ilena Pavilla for
20 also attending with us with LACEA.
21 BOARD MEMBER GILBERT-LURIE: Who is this firm,
22 by the way? Do you know where that name ever came from?
23 I never heard of it.
24 SUPERINTENDENT ROBLES: I don't know where that
25 name came from, but -- so.

Page 10

1 And also the new movie August Rush, the
2 producer was honored today for his premier. And also
3 they will be giving a presentation to our students who
4 are in our DAE programs next week, and also have an
5 opportunity, we hope, to meet with the producer and
6 other writers of the program.
7 So that's all I have. And I want to wish
8 everyone one a wonderful holiday and Thanksgiving and
9 joy, and eat as much as you want and then run all you
10 can on Saturday and Sunday.
11 PRESIDENT FREER: I'd like -- while you're on,
12 Superintendent Robles, I would like a little
13 clarification in terms of some of the communication we
14 got in our packet this weekend.
15 The last board meeting, I was under the
16 impression that we were even at the point where we were
17 about to do a -- oh, Mrs. Beauchamp, I'm sorry.
18 BOARD MEMBER BEAUCHAMP: That's okay. Go
19 ahead.
20 PRESIDENT FREER: Oh, you came in last -- okay,
21 then. Go ahead.
22 BOARD MEMBER BEAUCHAMP: I just happened to
23 open the mail here.
24 PRESIDENT FREER: Oh.
25 BOARD MEMBER BEAUCHAMP: And we got an

Page 12

3 (Pages 9 to 12)

AUDIO TRANSCRIPTION

12/28/07

1 invitation from our out-of-state charter school for the
2 Stone Soup Day, which was today from 12:00 to 1:00.
3 PRESIDENT FREER: We all got it.
4 BOARD MEMBER BEAUCHAMP: And we maybe need to
5 send an apology to them for --
6 PRESIDENT FREER: They're very good about
7 inviting us to everything.
8 BOARD MEMBER PAPADAKIS: And I didn't get one.
9 PRESIDENT FREER: Yes, you did. It's in your
10 packet. It was there. We just haven't worked down to
11 it. Thank you again.
12 As I was saying, last week during our meeting
13 some board members were very concerned about the JCC
14 probation situation. And at the point we were almost
15 ready to do a resolution to the supervisors, then I got
16 this letter in our packet, which sounds like you two are
17 getting along fabulously. So I'm kind of confused.
18 SUPERINTENDENT ROBLES: Don't be confused,
19 please. It's just an effort from me to ask the chief to
20 calm things down. Because, again, I want to ensure
21 staff that we're not going to have a different provider.
22 And the chief was willing to write a letter with me
23 stating that we're going to move forward and
24 collaborate. But it really is --
25 PRESIDENT FREER: The status hasn't changed?

Page 13

1 Thank you.
2 PRESIDENT FREER: Thank you.
3 Then we get to the public. And I have one,
4 two, three speakers. What is it, IXCIC, is that what it
5 is? Whatever it is, there are three speakers, and
6 they're all on the same subject.
7 So there again, the Supervenient will remind me
8 we have 20 minutes; is that correct?
9 SUPERINTENDENT ROBLES: So each have five.
10 PRESIDENT FREER: Well, five? I thought it was
11 20 minutes total.
12 MR. SAENZ: Five minutes each.
13 SUPERINTENDENT ROBLES: Five minutes each, and
14 up to 20.
15 PRESIDENT FREER: Up to 20.
16 SUPERINTENDENT ROBLES: But they're only five
17 minutes each.
18 PRESIDENT FREER: I get you. So each speaker
19 will have five minutes?
20 SUPERINTENDENT ROBLES: Uh-huh.
21 PRESIDENT FREER: So you can line up.
22 Jeannette Parker. Is it Mary Tesh Glarum, is that the
23 name?
24 MS. GLARUM: Yes.
25 PRESIDENT FREER: And the third one is Clark

Page 15

1 SUPERINTENDENT ROBLES: The status hasn't
2 changed.
3 PRESIDENT FREER: All right.
4 SUPERINTENDENT ROBLES: But again, they're
5 still pursuing other providers.
6 PRESIDENT FREER: Okay. And that is what was
7 confusing for me.
8 BOARD MEMBER BEAUCHAMP: Yeah.
9 PRESIDENT FREER: Thank you for the
10 clarification.
11 SUPERINTENDENT ROBLES: Uh-huh.
12 PRESIDENT FREER: It's a PR thing, that's what
13 it sounds like. But anyway -- strike that comment.
14 Superintendent Robles, anything else?
15 BOARD MEMBER PAPADAKIS: It's like quarreling
16 parents. Like two parents are quarreling, and the kids
17 are in between.
18 PRESIDENT FREER: Then we'll move to --
19 BOARD MEMBER PAPADAKIS: Well, they're the
20 surrogate parents to these kids, and we're the ones that
21 are supposed to educate them. There ought to be
22 cooperation.
23 SUPERINTENDENT ROBLES: I agree,
24 Mrs. Papadakis. I agree wholeheartedly.
25 I don't have anything else, Madam President.

Page 14

1 Parker. So are you ready to begin?
2 MS. GLARUM: Sure.
3 PRESIDENT FREER: All right. Then I guess you
4 are Mary Tesh Glarum?
5 MS. GLARUM: Yes, I am.
6 PRESIDENT FREER: Okay. You may proceed.
7 MS. GLARUM: Good afternoon.
8 PRESIDENT GREER: Thank you. Good afternoon.
9 MS. GLARUM: I'm here to speak about the
10 proposed revocation of the charter of Today's Fresh
11 Start Charter School. And I'm here because I'd like to
12 state for the record my concerns about the due process,
13 the procedures that have been employed by LACOE in
14 connection with the proposed revocation. I believe that
15 those procedures are in violation of due process, and
16 I'd like to explain that.
17 PRESIDENT FREER: Certainly.
18 MS. GLARUM: As you know, Education Code 47607
19 provides that LACOE is to hold a hearing and to make
20 findings of fact in connection with the proposed
21 revocation of Today's Fresh Start's Charter.
22 The United States Supreme Court, California
23 courts, The California Supreme Court, have all held that
24 when an administrative agency is charged with holding a
25 hearing, making findings of fact, that administrative

Page 16

4 (Pages 13 to 16)

AUDIO TRANSCRIPTION

12/28/07

1 agency must comply with the principles of due process.
 2 The number one tenet of due process is the right to an
 3 impartial adjudicator free from the influence of either
 4 party.
 5 California courts have dealt with this
 6 particular requirement in the context of administrative
 7 agencies and have basically made the rule that in the
 8 administrative context, in order to comply with due
 9 process, there needs to be complete separation between
 10 the person or the body making the decision and the
 11 parties advocating for a particular outcome in an
 12 administrative proceeding.
 13 The concern that I have after researching this
 14 issue is that LACOE staff's involvement in this
 15 particular proceeding and the procedures that were
 16 employed I believe violate these particular tenets of
 17 due process.
 18 One of the cases addressing this requirement
 19 clearly states that it's improper, in the context of an
 20 administrative proceeding, for the party advocating for
 21 one position to both act as an advocate for that
 22 position and as an advisor to the decision maker. And
 23 unfortunately, that's exactly what we have going on
 24 here.
 25 There is no doubt that LACOE staff is

Page 17

1 47607, the clear procedure, you give written notice of
 2 intent to revoke, within 30 days there needs to be a
 3 hearing, and within 30 days the decision needs to be
 4 made.
 5 The problem is there is no provision in that
 6 procedure that has to do with LACOE staff getting
 7 another bite at the apple and getting to make another
 8 presentation that we will not have an opportunity to
 9 respond to.
 10 We received very last-minute notice of this
 11 presentation, and it's simply not authorized under the
 12 statute, nor is it provided for in any of the many
 13 procedures that LACOE has promulgated about revocation,
 14 including the policies that are in LACOE's handbook, and
 15 the policies that were set forth in connection with this
 16 particular revocation procedure.
 17 So I would object to the presentation that
 18 Ms. Delgado will be making today at this meeting. I
 19 don't believe that it's authorized, and I believe that
 20 it's in violation of Section 47607. Thank you.
 21 PRESIDENT FREER: Thank you.
 22 The next speaker is Jeannette Parker or Gary
 23 Parker, I don't know which one will go first.
 24 SUPERINTENDENT ROBLES: Clark, Mr. Clark.
 25 PRESIDENT FREER: Clark, I meant -- what did I

Page 19

advocating for the position that Today's Fresh Start's
 2 charter should be revoked. The problem is at the same
 3 time LACOE staff is advising this board about that
 4 revocation. And that example is -- the perfect example
 5 of that is the October 9th study session, during which
 6 there was considerable discussion, a back and forth
 7 between the Board and LACOE staff about the issues
 8 involving this revocation. That is a violation of due
 9 process.
 10 The second principle the courts have
 11 annunciated is that there cannot be a preexisting
 12 relationship between an advocate in an administrative
 13 proceeding and the decision maker. So even if the staff
 14 were not advising the Board in this particular context,
 15 the fact that there is a relationship between the
 16 staff -- and there is no doubt the staff advises this
 17 Board many different occasions, on many different
 18 issues. The fact that the staff has served that
 19 advisory role and at the same time is advocating for
 20 revocation, again, violates these basic principles of
 21 due process. I believe that the procedure that has been
 22 employed is unfair.
 23 And the second point I'd like to make has to do
 24 with the presentation that Ms. Delgado I believe is
 25 going to be making later today. That is, if you look at

Page 18

1 say, Gary?
 2 SUPERINTENDENT ROBLES: You said Gary Parker.
 3 It's Clark.
 4 PRESIDENT FREER: Clark Parker. Sorry about
 5 that. Dr. Clark Parker will be next.
 6 DR. CLARK PARKER: Good afternoon Board
 7 Members.
 8 PRESIDENT FREER: Good afternoon.
 9 DR. CLARK PARKER: Madam President.
 10 I'll be very brief. I think that we're coming
 11 today to basically point out something that is very,
 12 very -- I think is very germane in every school district
 13 in this state that basically has one of these
 14 fact-finding hearings. Basically either have it -- send
 15 it out, to hold the hearing with an administrative law
 16 judge that will do fact-finding.
 17 The criteria here is is that the law is very
 18 specific. It states that in order to have a hearing,
 19 there must be a fact-finding accompanied if there is a
 20 revocation vote.
 21 For you to then come back on December 4th --
 22 and if you would, whether or not you will or not, that's
 23 not -- hopefully that has not been determined because
 24 you have not voted. But if you did, you would have to
 25 have finding of fact. That cannot be done by the staff

Page 20

5 (Pages 17 to 20)

AUDIO TRANSCRIPTION

12/28/07

1 of LACOE, there is no question about that.
 2 For those of you who are lawyers and have
 3 basically recognized there is one particular case,
 4 Goldberg versus Kelly, that is a United States Supreme
 5 Court case that's (inaudible) versus the County of
 6 San Bernardino, and that's a California Supreme Court
 7 case, that makes it very clear, without any doubt at
 8 all, that in order to have a fact-finding hearing, it
 9 has to be basically conducted by an impartial
 10 adjudicator. And that is -- and the law itself, under
 11 Government Code 27721, states, "Whenever a state statute
 12 states that there must be a fact-finding hearing, it has
 13 to be done by an impartial adjudicator."
 14 That adjudicator then can basically come back
 15 and make a recommendation to you, and under Government
 16 Code 27725 ALB, A says that you can basically give the
 17 authority to that person to then render a decision, but
 18 that would be contrary to the Education Code. And it
 19 therefore contemplated that, it said B. B, of 27725 B,
 20 strictly states that you can give the instructions to
 21 that adjudicator to go out, make findings of fact, make
 22 a recommendation, and then you, as an independent body,
 23 can make a decision to either vote for or against that
 24 particular decision.
 25 The fact of the matter is is that in order to

Page 21

1 question or not.
 2 BOARD MEMBER: No.
 3 BOARD MEMBER GILBERT-LURIE: I'm just trying to
 4 ask counsel a question. I know all my colleagues have
 5 answered. I'm trying to ask our counsel a question.
 6 PRESIDENT FREER: You want to specifically
 7 question to counsel, can you ask questions during this
 8 portion of the meeting.
 9 That's what she's asking.
 10 MS. GALE: Board members may ask for a
 11 clarification to communications from public speakers.
 12 BOARD MEMBER GILBERT-LURIE: Okay. My
 13 clarification, you were just reading this last quote you
 14 were reading. I'm wondering what you're reading from
 15 where you're reading what our obligation is in this
 16 charter hearing.
 17 DR. CLARK PARKER: Okay. I was reading from
 18 the letter that I believe that has just been passed out
 19 to you, relative to the sessions of the Goldberg versus
 20 Kelly decision, the Supreme Court case.
 21 BOARD MEMBER GILBERT-LURIE: You said during a
 22 charter hearing you are required, and I'm wondering --
 23 you said that is the law. And I'm wondering what law
 24 pertaining to charter hearings you are reading from.
 25 DR. CLARK PARKER: Okay. The Administrative

Page 23

1 basically not deny any its constitutional right of due
 2 process. This is not just the statutory. We have a
 3 statutory right itself under the charter school. But
 4 the Charter School Act itself states that
 5 constitutionally everyone that basically you decide to
 6 make a revocation on must basically be given a
 7 constitutional due process hearing wherein facts,
 8 conclusions of law, have to be rendered. Staff cannot
 9 do that. If they do that, there is not a situation,
 10 et cetera.
 11 I'm sorry, what did you say?
 12 BOARD MEMBER GILBERT-LURIE: Can I ask him a
 13 question?
 14 PRESIDENT FREER: No, not during the
 15 presentation.
 16 BOARD MEMBER GILBERT-LURIE: I'm asking
 17 counsel.
 18 BOARD MEMBER: I wouldn't recommend it.
 19 PRESIDENT FREER: Excuse me. Hold his minutes.
 20 They're not up yet.
 21 BOARD MEMBER GILBERT-LURIE: I'm sorry, we're
 22 not trying to interrupt.
 23 DR. CLARK PARKER: That's all right.
 24 BOARD MEMBER GILBERT-LURIE: I'm just trying to
 25 ask counsel if, during this, we're allowed to ask him a

Page 22

1 Procedures Act that is set forth in the Government Code
 2 27721.
 3 BOARD MEMBER GILBERT-LURIE: And that pertains
 4 to charter schools?
 5 DR. CLARK PARKER: That pertains to
 6 administrative hearings.
 7 BOARD MEMBER GILBERT-LURIE: Right, but you
 8 said the charter school law.
 9 DR. CLARK PARKER: Okay. Well --
 10 SUPERINTENDENT ROBLES: And I just wondered if
 11 there was a specific --
 12 DR. CLARK PARKER: Yes. 47607 B states that
 13 there must be a hearing, a public hearing. And if there
 14 is a vote itself of revocation, it must be accompanied
 15 with findings of fact.
 16 BOARD MEMBER GILBERT-LURIE: Right.
 17 DR. CLARK PARKER: That is specifically
 18 directed to the charter school, and that's 47607 E.
 19 BOARD MEMBER GILBERT-LURIE: Right, but that's
 20 not the quote you just read. I understand, I understand
 21 that. I was just back into what you just read, and I
 22 wanted to make sure, because you said that is the
 23 requirement under the Charter Law. And so I wanted to
 24 know -- I'm just trying to -- because you're going --
 25 which is fine, but you're going back and forth between

Page 24

6 (Pages 21 to 24)

AUDIO TRANSCRIPTION

12/28/07

1 administrative law and charter requirements. And I'm
 2 trying to keep track of which is which, because for our
 purposes they're two separate things.
 3 So I wanted to understand which law you're
 4 citing when you were reading from this -- from what you
 5 were reading from.
 6 DR. CLARK PARKER: Right.
 7 MS. GLARUM: I have the text of 46707 if you
 8 need it.
 9 DR. CLARK PARKER: Okay. Yes.
 10 What I am saying is that whenever a law, a
 11 state statute -- 27721 states that whenever a state
 12 statute --
 13 BOARD MEMBER GILBERT-LURIE: Okay. Wait, wait.
 14 Please stop.
 15 DR. CLARK PARKER: Okay.
 16 BOARD MEMBER GILBERT-LURIE: Because I don't
 17 want to take up your time.
 18 DR. CLARK PARKER: That's all right.
 19 PRESIDENT FREER: It's off.
 20 BOARD MEMBER GILBERT-LURIE: I just wanted to
 21 know if there was a specific -- I wanted to know if what
 22 you were just reading from was general administrative
 23 law or whether you were reading under a charter statute.
 24 Sorry, higher powers trying to answer. If you were

Page 25

1 you.
 2 DR. CLARK PARKER: Okay.
 3 PRESIDENT FREER: Okay. Now we'll go back
 4 for -- your time is starting again.
 5 DR. CLARK PARKER: One of the concerns that we
 6 do have, and the reason why we're here today, is that we
 7 received a letter from Mrs. Delgado, Today's Fresh
 8 Start, that put us on notice that the staff was moving
 9 to get an additional presentation of evidence.
 10 We specifically recall that on November 6th,
 11 and looking at the minutes and listening to them, that
 12 when President Freer stated, "I hereby officially state
 13 that the public hearing is closed," that means no
 14 further evidence should be taken. Otherwise, if it is
 15 on this matter totally at all, (inaudible), we are then
 16 denied due process of law.
 17 We should have -- because the statute states
 18 that we should have a hearing wherein we present our
 19 particular issues, supposedly to an impartial panel.
 20 But whenever that happens, and then someone else is
 21 allowed to come in and introduce additional evidence,
 22 that's unfair. And that's where we are.
 23 PRESIDENT FREER: Okay. Thank you.
 24 That was the time that his time was up.
 25 Okay. Thank you, Dr. Parker.

Page 27

1 reading from charter law. And I think I'm clear now on
 2 the distinction.
 3 DR. CLARK PARKER: What I will do, I will
 4 basically make a clarification. Whenever a state
 5 statute states that a public hearing must be held where
 6 there's finding of facts and conclusions of law need to
 7 be made, it automatically, within the Government Code,
 8 under 2772 -- 27721 states that those kind of hearings
 9 are due process hearings, and therefore they are subject
 10 to the Government Code of a due process hearing. The
 11 courts then have gone further to state what are the
 12 minimum requirements for a due process hearing.
 13 BOARD MEMBER GILBERT-LURIE: Okay.
 14 DR. CLARK PARKER: And now 27721 specifically
 15 states whenever a state statute states that there has to
 16 be a hearing, then it must follow this particular
 17 procedure.
 18 BOARD MEMBER GILBERT-LURIE: Thank you.
 19 DR. CLARK PARKER: That's what I was
 20 (inaudible).
 21 PRESIDENT FREER: Is the clarification
 22 sufficient?
 23 BOARD MEMBER GILBERT-LURIE: Yeah, I don't
 24 necessarily interpret it the same way, but I
 25 understand -- I see what you're reading from now. Thank

Page 26

1 Now Dr. Jeannette Parker, you have five minutes
 2 when you begin.
 3 DR. JEANNETTE PARKER: Good afternoon everyone.
 4 PRESIDENT FREER: Good afternoon.
 5 DR. JEANNETTE PARKER: Board of Directors -- or
 6 rather the Board Members and Staff.
 7 I guess we might ask why are we fighting so
 8 hard. And because it's a fight from the heart, it's a
 9 fight of conviction about what we're doing and about the
 10 children. And that's why we are so aggressive and so
 11 determined, that we just want to try and turn your minds
 12 to the depth of what our concerns are. And not that I
 13 am saying that they're not already. But that you would
 14 try and see things maybe from the perspective from which
 15 we are coming from.
 16 And so I don't have a speech to share with you
 17 today. But I would just appeal to you, to each and
 18 every one of you, that you look more deeply than just
 19 our personal appearances, but the real purpose why
 20 really all of us are here, and it's for the benefit of
 21 the children. So thank you very kindly.
 22 PRESIDENT FREER: Thank you.
 23 And that concludes our public hearing -- the
 24 public communication, rather.
 25 (The following agenda items

Page 28

7 (Pages 25 to 28)

AUDIO TRANSCRIPTION

12/28/07

1 were discussed but not transcribed
 2 herein:
 3 "Presentations," "Hearings,"
 4 "Consent Calendar Recommendations,"
 5 "Discussion," "Recommendations"
 6 and "Information Items.")
 7 PRESIDENT FREER: Okay. Then that takes care
 8 of that. I don't see any other lights, so I can go to
 9 C, LACOE --
 10 BOARD MEMBER: Charter office.
 11 PRESIDENT FREER: Pardon? "LACOE Charter
 12 School Office (CSO) Reply to Today's Fresh Start Charter
 13 School (TFSCS) Response." Dr. Lupe Delgado will
 14 represent an oral report to the Superintendent and
 15 Board, providing an initial reply to Today's Fresh
 16 Start, a response to the Board's notice of its intent to
 17 revoke the TFSCS charter. This report is a prelude to
 18 the complete written analysis of the TFSCS response.
 19 The LACOE charter petition review team is
 20 available to answer any questions. So Dr. Delgado.
 21 DR. DELGADO: Thank you, President Freer, Board
 22 Members, Superintendent.
 23 My intent today is to briefly present the
 24 process and chronology of the events associated with the
 25 revocation of Today's Fresh Start Charter School, TFS

Page 29

1 you.
 2 PRESIDENT FREER: Is that the extent of your
 3 report?
 4 DR. DELGADO: Uh-huh.
 5 PRESIDENT FREER: Okay. Any comments from
 6 board members? Mrs. Gilbert-Lurie.
 7 BOARD MEMBER GILBERT-LURIE: I have a few
 8 questions, but I would first like to ask our counsel her
 9 analysis of the legal situation we heard about today.
 10 MS. GALE: Good afternoon. I would be happy to
 11 do that.
 12 The attorneys in the office of general counsel
 13 and our counsel have read the letter and have heard the
 14 arguments today. And I guess in a nutshell, we can say
 15 we disagree. Our legal opinion is that those citations
 16 do not apply to this situation.
 17 The petition of the charter school is
 18 understandable, but it is still erroneous. Today's
 19 Fresh Start has a fundamental misunderstanding of your
 20 role as the board and as the authorizer of this charter
 21 school. This is your charter school.
 22 In this matter the superintendent and staff are
 23 not the authorizer, and in our capacity we all advise
 24 the board in making this very important decision. It is
 25 not LACOE staff versus TFS's staff. The legal burden is

Page 31

Charter.
 2 On October 2nd, 2007 I came before you and I
 3 shared the process that LACOE staff had undertaken in
 4 analyzing three areas relative to TFS: The adult
 5 testing irregularities, Today's Fresh Start governance
 6 processes and procedures, and TFS's work on the
 7 corrective action plan. I also shared with you how
 8 these three areas came to LACOE's attention.
 9 A full report was provided on these three areas
 10 to the Board on October 9th, 2007, along with three
 11 binders. And on October 16 the Board voted to notify
 12 TFS of its intent to revoke the charter.
 13 On November 6th, 2007, TFS board members, legal
 14 counsel and a consultant presented the TFS oral response
 15 to the Board on LACOE's analysis. TFS also presented
 16 the Board with three binders. As prescribed by this
 17 law, the public hearing occurred within 30 days of the
 18 Board's vote of the intent.
 19 On December 4th the Board is scheduled to vote
 20 to revoke or decline to revoke the TFS charter. The
 21 Board has been provided with ample documents to assist
 22 the members with this very serious decision.
 23 Staff is here to take note of any specific
 24 items or questions that the Board would like to see
 25 addressed in the final report and recommendation. Thank

Page 30

1 on you, the board of LACOE, to determine whether there
 2 is substantial evidence to revoke your charter school.
 3 The EDCO provides for an appeal to the State
 4 Board of Education, and that is the due process stage.
 5 It is at that stage where there should be no one-sided
 6 communications, each side should have independent
 7 counsel. And most important, the adjudicator is the
 8 State Board of Ed, and it is neutral. In this matter,
 9 in this process, you are not neutral. You are the
 10 authorizer.
 11 Essentially this is the same process we use to
 12 evaluate new petitions that come to this board. We use
 13 literally the same spectrum of expert -- technical
 14 expert staff, there is a public hearing, there is a
 15 report of staff, and then there is a recommendation upon
 16 which our board votes.
 17 So with all due respect, we do disagree and
 18 still maintain that our process is entirely legal.
 19 BOARD MEMBER GILBERT-LURIE: Thank you.
 20 MS. GALE: You're welcome.
 21 PRESIDENT FREER: Does that answer your
 22 question?
 23 BOARD MEMBER GILBERT-LURIE: Well, it does,
 24 because it just -- it also makes sense to me. It's how
 25 I interpret our role. You're our staff, and so it's not

Page 32

3 (Pages 29 to 32)

AUDIO TRANSCRIPTION

12/28/07

1 a matter of our team versus another team. We form the
 2 best opinions we can make based on the information we
 3 gather through our own questions and through the
 4 information our staff brings us. So I have to say that
 5 makes sense to me based on everything I've read.
 6 I have another question in terms -- and is this
 7 the point to have follow-up questions on those three
 8 issues that Dr. Delgado raised that were brought to our
 9 attention or not? Or I'll ask, would this be the time
 10 to ask --
 11 MS. GALE: Our staff preference is to just
 12 provide with you an overview of the process and what's
 13 coming up on December 4th. And if there are questions
 14 that you would like addressed, we would be happy to jot
 15 them down and include them in the recommendation to you.
 16 BOARD MEMBER GILBERT-LURIE: Okay. What I
 17 would like addressed, because to me this is key, is I
 18 would like clearly addressed -- and to me the work on
 19 the corrective plan and the test irregularities would
 20 be -- are my key focus, because they seem to me to be
 21 the bigger issues than the issues related to the board.
 22 Not that they're not very important, but to me --
 23 PRESIDENT FREER: You mean the governance
 24 piece?
 25 BOARD MEMBER GILBERT-LURIE: The governance

Page 33

1 family. But I have to --
 2 PRESIDENT FREER: We didn't think about that
 3 particular day.
 4 BOARD MEMBER GILBERT-LURIE: -- nonetheless, be
 5 in New York that day. So I ask what are -- if there are
 6 any options or there's any leeway, whether we have to
 7 vote that day.
 8 My sense from what I could gather in the ten
 9 minutes since I realized the problem is that we could
 10 move it a week if everyone agreed, but I'm not positive
 11 about that. And I'm not saying it's to anyone's
 12 advantage one way or the other if we do, because I don't
 13 have all the information yet. So I'm not sure it
 14 matters or not, because we don't know the way the vote
 15 is going to go whether I'm here or not. But
 16 I raise it to say I would like to be a part of the vote
 17 if that -- if all sides saw that as being possible.
 18 MS. GALE: I'll defer that question to --
 19 PRESIDENT FREER: So you're asking us to
 20 consider a delay?
 21 BOARD MEMBER GILBERT-LURIE: I am, with the
 22 very clear statement that at this moment I have no idea
 23 what I -- I don't know what my vote is going to be, and
 24 I'm waiting to still receive the information I need to
 25 have the picture, the full picture.

Page 35

1 piece seems, to me, to be very specific. And if -- I
 2 trust that is easily correctable, and I don't want --
 3 I'm not personally asking you to spend more time on that
 4 to address my questions.
 5 So my question is I would like a sense of -- I
 6 would like a chronology of the problems you found, the
 7 way you asked for correction, and what was done when,
 8 along the way, on Today's Fresh Start's piece, so I
 9 understand where we were when we first thought there was
 10 a problem, or discovered a problem, and where we are
 11 today. The progress that's been made.
 12 Because, to me, that is an important part in us
 13 being able to have a charter together, is us being able
 14 to work together and to know that problems are
 15 addressed. So I would like to see the way they've been
 16 addressed along the way.
 17 MS. GALE: Thank you. We will include that.
 18 BOARD MEMBER GILBERT-LURIE: Okay. Thank you.
 19 And I also want to alert staff and Today's
 20 Fresh Start, I have a problem that has come up on
 21 December 4th, and I need to be out of town on a critical
 22 work matter that particular day. And I could assure you
 23 it's my least favorite day to be away, not only because
 24 I want to be a part of this conversation, it's also the
 25 first day of Hanukkah and I'd like to be home with my

Page 34

1 PRESIDENT FREER: May I ask, considering our
 2 timelines, would a delay interfere with following
 3 through with what's said after 90 days, 60 days, or
 4 whatever; would that interfere with that at all,
 5 Dr. Delgado and our counsel?
 6 BOARD MEMBER GILBERT-LURIE: And then I want to
 7 hear what Today's Fresh Start wants to do.
 8 MS. GALE: Yes, thank you, Mrs. Freer.
 9 The Code states that the final decision must be
 10 rendered within no later than 30 days after the public
 11 hearing, which would make only the December 4th board
 12 meeting available.
 13 However, and the language is a little awkward,
 14 it says, "Unless the chartering authority and the
 15 charter school agree to extend the issuance of the
 16 decision by an additional 30 days." We would interpret
 17 that to mean up to 30 days.
 18 So I think it would be up to the Board and the
 19 Superintendent to determine whether that was the will of
 20 the Board, if we were to get the okay of Today's Fresh
 21 Start today.
 22 BOARD MEMBER GILBERT-LURIE: (Inaudible) my
 23 colleagues to make sure they would be there on the 11th,
 24 but --
 25 PRESIDENT FREER: Or later.

Page 36

9 (Pages 33 to 36)

AUDIO TRANSCRIPTION

12/28/07

1 BOARD MEMBER GILBERT-LURIE: Or later.
2 PRESIDENT FREER: Or later.
3 Mr. Saenz, your light is on.
4 BOARD MEMBER SAENZ: Yeah, my only request
5 would be -- I have no problem with moving it to the 11th
6 if the charter school were to agree. But I would like
7 to have the written report nonetheless --
8 BOARD MEMBER GILBERT-LURIE: Yes.
9 BOARD MEMBER SAENZ: -- available before the
10 meeting on the 4th, so that we would have additional
11 time to review.
12 BOARD MEMBER GILBERT-LURIE: Yeah, I would
13 appreciate that as well.
14 MS. GALE: Yes.
15 BOARD MEMBER: Yes.
16 PRESIDENT FREER: So you're asking -- from what
17 the counsel said, you could delay it one week or up to
18 30 days; is that correct?
19 BOARD MEMBER GILBERT-LURIE: Can we also hear
20 from Today's Fresh Start?
21 PRESIDENT FREER: Well, one second.
22 BOARD MEMBER GILBERT-LURIE: Okay.
23 PRESIDENT FREER: One second.
24 Dr. Robles.
25 SUPERINTENDENT ROBLES: Yes, I just wanted

Page 37

1 that if -- to make the official inquiry, and if Today's
2 Fresh Start agrees, then we would move it to the 11th.
3 Because I think putting them in that situation where
4 they have to --
5 BOARD MEMBER GILBERT-LURIE: Where they
6 have to react right now.
7 BOARD MEMBER SAENZ: -- react right now, right.
8 BOARD MEMBER GILBERT-LURIE: Yeah.
9 BOARD MEMBER SAENZ: Unless they want to. But
10 I wouldn't want to put them in that position.
11 BOARD MEMBER GILBERT-LURIE: I'm fine with
12 that.
13 PRESIDENT FREER: Dr. Clark.
14 DR. CLARK PARKER: Certainly -- thank you very
15 much, Mr. Saenz. That's very considerate.
16 But we have been -- I have been empowered, as a
17 chairman of the board of directors, to basically do
18 whatever we feel that is in the best interest itself of
19 the charter school. And since most all of you have been
20 in all of these meetings, it is only fair to us to have
21 the whole body of you to make this decision.
22 This is the decision that not only involves the
23 charter school per se, but it involves the children. So
24 to have that discussion fully examined, we would
25 certainly agree, and I would agree on behalf of the

Page 39

to -- here again, I have no problem with, you know,
extending it. I do have a problem of extending it up to
the 30 days.
4 PRESIDENT FREER: Okay.
5 BOARD MEMBER GILBERT-LURIE: Well, we don't
6 meet again in between.
7 BOARD MEMBER SAENZ: My view is I'm ready to
8 move it to the 11th. I'm not ready to move it into
9 January, which seems to be the only --
10 PRESIDENT FREER: Beyond that date. That's our
11 last meeting day in this year.
12 BOARD MEMBER GILBERT-LURIE: Uh-huh.
13 PRESIDENT FREER: Does every -- you wanted to
14 ask a reaction from him?
15 BOARD MEMBER GILBERT-LURIE: Well, we need to
16 get their approval.
17 PRESIDENT FREER: Dr. Clark.
18 Did you want to speak before him?
19 BOARD MEMBER SAENZ: Dr. Parker, the only thing
20 I would say is I think it's --
21 I don't think it's fair to Today's Fresh Start
22 to make them respond now. So I would prefer to sort of
23 leave it to be resolved, unless they're prepared to do
24 so. But I wouldn't want them to feel like they have to
25 respond right now. I would rather give an instruction

Page 38

1 charter school, to that particular extent.
2 And if it would be necessary for us to put that
3 in writing to Dr. Robles, we certainly can go back and
4 do that.
5 SUPERINTENDENT ROBLES: And that was why my
6 light was on.
7 PRESIDENT FREER: Dr. Robles's light was on.
8 One second.
9 SUPERINTENDENT ROBLES: Right, that on Monday,
10 since tomorrow we're off, on Monday you'll receive a
11 letter from me or my staff requesting that, and you can
12 fax back your approval so that we know that we are in
13 agreement to move it to December 11th.
14 DR. CLARK PARKER: Yes. Thank you very much.
15 PRESIDENT FREER: So that's been resolved.
16 So Dr. Delgado, did you have something further
17 to state?
18 DR. DELGADO: No.
19 PRESIDENT FREER: So based on the action now,
20 do we need a motion?
21 MS. GALE: No.
22 PRESIDENT FREER: Just a consensus?
23 MS. GALE: Uh-huh, when we do the agenda.
24 PRESIDENT FREER: Then we will --
25 MRS. PAPADAKIS: Postpone the vote until the

Page 40

L0 (Pages 37 to 40)

AUDIO TRANSCRIPTION

12/28/07

1 11th.
2 PRESIDENT FREER: We'll just vote on the vote,
3 okay. You know, technicalities. Someone said you have
4 to get a motion; someone said you don't, you don't.
5 Anyway, we all agree.
6 MRS. PAPADAKIS: If you want a motion, if you'd
7 like a motion, I'll make one.
8 PRESIDENT FREER: No, I don't.
9 MRS. PAPADAKIS: Okay.
10 PRESIDENT FREER: I just want to be sure that
11 there is no objection to what I'm going to say this
12 time.
13 Based upon what I'm hearing, everyone,
14 including Today's Fresh Start and the Board, both have
15 agreed that we will extend the vote to December the
16 11th. Is that correct?
17 BOARD MEMBER SAENZ: As far as we know
18 Mr. Waugh is going to be here on the 11th, right?
19 PRESIDENT FREER: Yes.
20 BOARD MEMBER SAENZ: Okay.
21 PRESIDENT FREER: Yes, as far as we know,
22 because she said only not November.
23 BOARD MEMBER GILBERT-LURIE: It's also our
24 holiday.
25 PRESIDENT FREER: We'll be over by then.

Page 41

1 And based on that discussion, I'll either move it for
2 further discussion on the 11th or for an action item,
3 depending on what we come from that --
4 PRESIDENT FREER: Let's look at the agenda for
5 the 4th. You're going to add the --
6 SUPERINTENDENT ROBLES: Discussion of strategic
7 opportunity, correct.
8 PRESIDENT FREER: Then we have a lot that we
9 have to do that day, Presentation of Civic Service
10 Budget.
11 SUPERINTENDENT ROBLES: Well, on our CAFR and
12 on the first interim, we'll also have that discussed at
13 the Finance Committee, so that will --
14 PRESIDENT FREER: So both of those, the Budget
15 Revision and the CAFR, will be discussed there?
16 SUPERINTENDENT ROBLES: Correct.
17 PRESIDENT FREER: And the First Interim Report?
18 SUPERINTENDENT ROBLES: Correct.
19 PRESIDENT FREER: So those three would be
20 addressed at our meeting prior to the regular meeting?
21 SUPERINTENDENT ROBLES: Correct.
22 PRESIDENT FREER: Update on Community
23 Assessment. Are we going to add the --
24 BOARD MEMBER SAENZ: No.
25 SUPERINTENDENT ROBLES: No, not yet.

Page 43

1 BOARD MEMBER GILBERT-LURIE: I'm saying it's
2 our Board -- never mind.
3 PRESIDENT FREER: Okay.
4 BOARD MEMBER GILBERT-LURIE: I have a sense
5 we'll all be here.
6 PRESIDENT FREER: We will be here that day, I
7 think all board members. Because she did sign in her --
8 or she sent in her preference.
9 So that matter has been addressed. Thank you.
10 (The following agenda items
11 were discussed but not transcribed
12 herein: "Government Relations,"
13 "Board Committee/Liaison Reports.")
14 PRESIDENT FREER: Okay. Then we'll go to F,
15 the board meeting schedule. Dr. Robles
16 SUPERINTENDENT ROBLES: Thank you, Madam
17 President.
18 And if you notice, on December 4th, the
19 recommendation, I will cross that out once I get the
20 letter back from Dr. Parker.
21 PRESIDENT FREER: And add it to it?
22 SUPERINTENDENT ROBLES: Adding that. And then
23 I will add it on December 11th as a recommendation, a
24 decision for Today's Fresh Start. And I will also add a
25 discussion on strategic opportunities on December 4th.

Page 42

1 PRESIDENT FREER: Not yet, okay. Does it look
2 like it's feasible for us for that day to continue with
3 the agenda we have listed? Okay.
4 SUPERINTENDENT ROBLES: Okay.
5 PRESIDENT FREER: And then the 11th.
6 SUPERINTENDENT ROBLES: The 11th, I'm looking
7 at probably a Litigation Committee meeting at that
8 point. And then also at this time -- I might be giving
9 evaluations, but right now I'm looking at litigation.
10 PRESIDENT FREER: Mrs. Anderson?
11 BOARD MEMBER ANDERSON: Yes.
12 PRESIDENT FREER: Would you like to have a
13 litigation that day?
14 BOARD MEMBER ANDERSON: I think we need one.
15 SUPERINTENDENT ROBLES: Okay.
16 PRESIDENT FREER: Okay.
17 SUPERINTENDENT ROBLES: And then the other is,
18 again, depending on the outcome of the discussion of
19 strategic opportunities, I'll either bring it down for
20 additional discussion, or possibility a recommendation,
21 depending on the outcome from that. And then I would
22 move the recommendation for the decision for Today's
23 Fresh Start to the 11th.
24 PRESIDENT FREER: Right, the recommendation on
25 that.

Page 44

11 (Pages 41 to 44)

AUDIO TRANSCRIPTION

12/28/07

1 BOARD MEMBER ANDERSON: I would just like to --
 2 PRESIDENT FREER: Yes.
 BOARD MEMBER ANDERSON: -- thank the Board for
 moving it, since December 4th is my birthday.
 5 SUPERINTENDENT ROBLES: Happy birthday to you.
 6 PRESIDENT FREER: Happy birthday. December
 7 4th.
 8 SUPERINTENDENT ROBLES: On January 8th I have
 9 the review process for interdistrict appeals. I know
 10 that the Board had some conversation, and I had a
 11 question mark there. And I must have had a crystal
 12 ball, because yesterday I received an e-mail stating
 13 that we might have five to seven new district permits
 14 that day.
 15 Now, the proviso, they could be resolved.
 16 PRESIDENT FREER: Yeah, but I don't think seven
 17 will be resolved. But go ahead.
 18 SUPERINTENDENT ROBLES: Well, but they have
 19 been in the past.
 20 PRESIDENT FREER: Some have, yeah.
 21 SUPERINTENDENT ROBLES: November 18th, remember
 22 we had a lot resolved. So depending on the number, I
 23 may choose to move the review process for interdistrict
 24 appeal to January 15th or another date, but we're
 25 working on it. And I want to thank Dr. Thompson and

Page 45

1 Head Start study session that evening, and some
 2 information I got in the mail.
 3 SUPERINTENDENT ROBLES: Yes, uh-huh.
 4 PRESIDENT FREER: Four to seven that day?
 5 SUPERINTENDENT ROBLES: Yes.
 6 BOARD MEMBER ANDERSON: January what?
 7 PRESIDENT FREER: It's optional.
 8 SUPERINTENDENT ROBLES: January 22nd.
 9 PRESIDENT FREER: It's for board members.
 10 MRS. LEM: It will be at Head Start.
 11 PRESIDENT FREER: Mrs. Lem, do you want to
 12 speak to it?
 13 MRS. LEM: It will be at the --
 14 PRESIDENT FREER: Head Start Center?
 15 MRS. LEM: Head Start, uh-huh. And it will be
 16 on the process of the review, and more in-depth study.
 17 SUPERINTENDENT ROBLES: It's a follow-up to our
 18 ongoing training sessions with our delegate agencies,
 19 preparing them. Because, again, we may get a note
 20 tomorrow saying they're coming in 30 days. And we want
 21 to continue that ongoing training. We expect it will be
 22 in the spring, but we don't know.
 23 PRESIDENT FREER: Well, it's obviously --
 24 they're not going to take it to their holiday vacation,
 25 unless they prepare something. So it's obvious it's

Page 47

Catherine Terry, they do a good job. But I wanted to
 alert you to that.
 3 PRESIDENT FREER: May I interject something?
 4 I've mentioned this since the beginning of the year,
 5 that we have said we'd have two meetings with the
 6 Personnel Commission, and we have had none so far.
 7 SUPERINTENDENT ROBLES: Correct.
 8 PRESIDENT FREER: We're at about the end of the
 9 first half of the school year. Are we going to do it or
 10 not?
 11 SUPERINTENDENT ROBLES: Assuming we get a date
 12 where all of the Personnel Commission members can be
 13 available.
 14 PRESIDENT FREER: Oh, I see. And you just
 15 haven't agreed upon it?
 16 SUPERINTENDENT ROBLES: We want all three to be
 17 there. So we had one with Anita Ford, remember. And we
 18 had one with -- Mike Kenny couldn't come. And then
 19 there was one when Rod Ferrero was out of town. So I'll
 20 continue to follow up.
 21 PRESIDENT FREER: So to see if we can have one?
 22 SUPERINTENDENT ROBLES: Uh-huh.
 23 PRESIDENT FREER: Then I notice we got some
 24 communication. Well, you're moving ahead, I'm moving
 25 ahead to January 22nd. I see you're going to have a

Page 46

1 going to be in the spring. I mean, I don't think we
 2 need to --
 3 SUPERINTENDENT ROBLES: Well, they may want to
 4 come in January, when it's very cold back East, and they
 5 can come here.
 6 PRESIDENT FREER: I don't think so.
 7 Anything else on that --
 8 SUPERINTENDENT ROBLES: That's all I have.
 9 PRESIDENT FREER: -- on that calendar? That's
 10 as far as we're going to go?
 11 SUPERINTENDENT ROBLES: Yes, ma'am.
 12 PRESIDENT FREER: Okay. So January 1st, of
 13 course, is canceled. January 22nd is -- the meeting is
 14 canceled, but that evening, they have a session if we
 15 would like to attend. Is that correct?
 16 SUPERINTENDENT ROBLES: Yes, ma'am.
 17 PRESIDENT FREER: All right. Anything else for
 18 the good of the cause? Nothing. May I have a motion to
 19 adjourn?
 20 BOARD MEMBER GILBERT-LURIE: So moved.
 21 BOARD MEMBER PAPADAKIS: Second.
 22 PRESIDENT FREER: Moved by Mrs. Gilbert-Lurie,
 23 seconded by Ms. Papadakis. All those in favor?
 24 (ALL say aye.)
 25 PRESIDENT FREER: The meeting is adjourned.

Page 48

12 (Pages 45 to 48)

AUDIO TRANSCRIPTION

12/28/07

<p>1 2 3 4 I, the undersigned, a Certified Shorthand 5 Reporter of the State of California, do hereby certify: 6 That the audio recording was listened to and 7 taken down by me using machine shorthand which was 8 thereafter transcribed under my direction; further, that 9 the foregoing is an accurate transcription thereof. 10 I further certify that I am neither financially 11 interested in the action nor a relative or employee of 12 any attorney of any of the parties. 13 IN WITNESS WHEREOF, I have this date subscribed 14 my name. 15 16 Dated: _____ 17 18 19 20 <u>SUSAN H. CAIOPOULOS</u> 21 CSR No. 8122 22 23 24 25</p>	

AUDIO TRANSCRIPTION

12/28/07

<p>A</p> <p>able 9:16 34:13,13 accept 3:18 accompanied 20:19 24:14 accurate 49:9 achievement 6:13 6:16 10:11,14 acknowledge 10:9 act 17:21 22:4 24:1 action 30:7 40:19 43:2 49:11 add 42:21,23,24 43:5 43:23 Adding 42:22 addition 4:21 additional 27:9,21 36:16 37:10 44:20 address 34:4 addressed 30:25 33:14,17,18 34:15 34:16 42:9 43:20 addressing 17:18 adjourn 9:2 48:19 adjourned 48:25 adjudicator 17:3 21:10,13,14,21 32:7 administrative 16:24,25 17:6,8,12 17:20 18:12 20:15 23:25 24:6 25:1,23 administrators 10:3 adopted 5:24 6:5 adoption 5:25 adult 30:4 advantage 35:12 advise 31:23 advises 18:16 advising 18:3,14 advisor 17:22 advisory 18:19 advocate 17:21 18:12 advocating 17:11,20 18:1,19 afternoon 16:7,8 20:6,8 28:3,4 31:10 agencies 17:7 47:18 agency 16:24 17:1 agenda 3:15,23 4:7 28:25 40:23 42:10 43:4 44:3 aggressive 28:10</p>	<p>agree 14:23,24 36:15 37:6 39:25,25 41:5 agreed 35:10 41:15 46:15 agreement 40:13 agrees 39:2 ahead 12:19,21 45:17 46:24,25 ALB 21:16 alert 34:19 46:2 allegiance 3:7,9 Alliance 6:2 8:10 allowed 22:25 27:21 America 3:10 ample 30:21 analysis 29:18 30:15 31:9 analyzing 30:4 Anderson 4:3,5 6:11 6:12 7:17 8:15 44:10,11,14 45:1,3 47:6 Angeles 1:4 2:4 3:4 Anita 46:17 annunciated 18:11 answer 25:25 29:20 32:21 answered 23:5 Antelope 11:2 anticipated 8:7 anyone's 35:11 anyway 4:23 14:13 41:5 apologize 11:19 apology 13:5 appeal 28:17 32:3 45:24 appeals 45:9 appearances 28:19 applaud 6:9 apple 19:7 apply 31:16 appreciate 7:25 37:13 approval 38:16 40:12 approve 3:23 areas 30:4,8,9 arguments 31:14 article 5:24 6:14 8:3 articles 10:5 asked 8:15 9:1 11:2 11:23 34:7 asking 22:16 23:9 34:3 35:19 37:16</p>	<p>Assessment 43:23 assist 30:21 associated 29:24 Association 11:2 Assuming 46:11 assure 34:22 attend 5:10 6:13,17 48:15 attendance 8:19 attended 8:10 11:11 attending 10:20 attention 10:4 30:8 33:9 attorney 49:12 attorneys 31:12 attractions 8:12 audio 1:15 2:15 49:6 August 12:1 authority 21:17 36:14 authorized 19:11,19 authorizer 31:20,23 32:10 automatically 26:7 available 29:20 36:12 37:9 46:13 aware 5:17 7:22 awe 11:8 awkward 36:13 aye 3:24 48:24</p> <p>B</p> <p>B 21:19,19,19 24:12 back 18:6 20:21 21:14 24:21,25 27:3 40:3,12 42:20 48:4 ball 45:12 based 33:2,5 40:19 41:13 43:1 basic 18:20 basically 17:7 20:11 20:13,14 21:3,9,14 21:16 22:1,5,6 26:4 39:17 Beauchamp 12:17 12:18,22,25 13:4 14:8 beginning 46:4 behalf 39:25 belief 6:18 believe 16:14 17:16 18:21,24 19:19,19 23:18 benefit 28:20</p>	<p>Bernardino 21:6 best 33:2 39:18 better 4:22 Beyond 38:10 bigger 33:21 Bill 8:11 binders 30:11,16 birthday 45:4,5,6 bit 7:23 bite 19:7 Black 8:11 board 1:4 2:4 3:5,8 3:19,21 4:3,5,10 5:2,3,19,22,25 6:6 6:12 7:16,17 8:4,17 9:10 10:21 11:11 11:12,14 12:15,18 12:22,25 13:4,8,13 14:8,15,19 18:3,7 18:14,17 20:6 22:12,16,18,21,24 23:2,3,10,12,21 24:3,7,16,19 25:14 25:17,21 26:13,18 26:23 28:5,6 29:10 29:15,21 30:10,11 30:13,15,16,19,21 30:24 31:6,7,20,24 32:1,4,8,12,16,19 32:23 33:16,21,25 34:18 35:4,21 36:6 36:11,18,20,22 37:1,4,8,9,12,15,19 37:22 38:5,7,12,15 38:19 39:5,7,8,9,11 39:17 41:14,17,20 41:23 42:1,2,4,7,13 42:15 43:24 44:11 44:14 45:1,3,3,10 47:6,9 48:20,21 Board's 29:16 30:18 body 17:10 21:22 39:21 Bonds 9:8 Bond's 9:12 brief 20:10 briefly 29:23 bring 44:19 brings 33:4 brought 33:8 Budget 43:10,14 burden 31:25</p> <p>C</p> <p>C 29:9</p>	<p>CAFR 43:11,15 CAIOPOULOS 1:21 2:16 49:19 calendar 29:4 48:9 California 2:16 7:4 9:4,5 16:22,23 17:5 21:6 49:5 call 3:4 10:4 calm 13:20 canceled 48:13,14 Cannon 11:4 capacity 31:23 care 5:25 6:4 10:16 29:7 carefully 7:5 case 21:3,5,7 23:20 cases 17:18 Catherine 46:1 cause 48:18 Center 47:14 certain 7:20 certainly 16:17 39:14,25 40:3 Certified 2:16 49:4 certify 49:5,10 cetera 22:10 chair 8:16 chairman 39:17 challenging 7:9 changed 13:25 14:2 changes 3:14 4:8,9 charge 5:16 10:3 charged 16:24 charter 1:5 2:5 13:1 16:10,11,21 18:2 22:3,4 23:16,22,24 24:4,8,18,23 25:1 25:24 26:1 29:10 29:11,12,17,19,25 30:1,12,20 31:17 31:20,21 32:2 34:13 36:15 37:6 39:19,23 40:1 chartering 36:14 chief 13:19,22 child 6:5 children 5:24 6:2,19 6:22 28:10,21 39:23 choose 45:23 chronology 29:24 34:6 citations 31:15 citing 25:5 Civic 43:9</p>
---	---	---	--	---

AUDIO TRANSCRIPTION

12/28/07

<p>civil 8:13 clarification 12:13 14:10 23:11,13 26:4,21 Clark 15:25 19:24,24 19:25 20:3,4,5,6,9 22:23 23:17,25 24:5,9,12,17 25:7 25:10,16,19 26:3 26:14,19 27:2,5 38:17 39:13,14 40:14 clear 19:1 21:7 26:1 35:22 clearly 17:19 33:18 closed 7:8,12,16 27:13 Code 16:18 21:11,16 21:18 24:1 26:7,10 36:9 cold 48:4 collaborate 13:24 colleagues 5:4,9 23:4 36:23 come 20:21 21:14 27:21 32:12 34:20 43:3 46:18 48:4,5 coming 20:10 28:15 33:13 47:20 omment 14:13 comments 31:5 Commission 46:6,12 committee 8:16,16 43:13 44:7 Committee/Liaison 42:13 communication 12:13 28:24 46:24 communications 4:2 5:1 23:11 32:6 Community 43:22 company 5:6 complete 17:9 29:18 comply 17:1,8 concern 17:13 concerned 5:12 13:13 concerns 16:12 27:5 28:12 concludes 28:23 conclusions 22:8 26:6 conducted 21:9 conference 5:15 6:21 8:5,11,23 9:12</p>	<p>conflict 5:14 confused 13:17,18 confusing 14:7 connection 9:5 16:14,20 19:15 consensus 40:22 Consent 29:4 consider 35:20 considerable 18:6 considerate 39:15 considering 36:1 constitutional 22:1 22:7 constitutionally 22:5 consultant 30:14 contemplated 21:19 context 17:6,8,19 18:14 continue 44:2 46:20 47:21 contrary 21:18 conversation 34:24 45:10 conviction 28:9 cooperation 14:22 correct 15:8 37:18 41:16 43:7,16,18 43:21 46:7 48:15 correctable 34:2 correction 34:7 corrective 30:7 33:19 Cosby 8:11 counsel 22:17,25 23:4,5,7 30:14 31:8 31:12,13 32:7 36:5 37:17 counties 7:4 County 1:4 2:4 3:4 21:5 course 8:10,12 48:13 Court 16:22,23 21:5 21:6 23:20 courts 16:23 17:5 18:10 26:11 criteria 20:17 critical 10:13 34:21 cross 42:19 crystal 45:11 CSO 29:12 CSR 1:22 49:20 CTA 5:5 cut 8:4</p>	<p style="text-align: center;">D</p> <p>DAE 12:4 date 5:17 38:10 45:24 46:11 49:13 Dated 49:16 David 9:22 day 13:2 34:22,23,25 35:3,5,7 38:11 42:6 43:9 44:2,13 45:14 47:4 days 19:2,3 30:17 36:3,3,10,16,17 37:18 38:3 47:20 dealt 17:5 December 20:21 30:19 33:13 34:21 36:11 40:13 41:15 42:18,23,25 45:4,6 decide 22:5 decision 17:10,22 18:13 19:3 21:17 21:23,24 23:20 30:22 31:24 36:9 36:16 39:21,22 42:24 44:22 decline 30:20 deeply 28:18 defer 35:18 delay 35:20 36:2 37:17 deligate 47:18 Delgado 18:24 19:18 27:7 29:13,20,21 31:4 33:8 36:5 40:16,18 denied 27:16 deny 22:1 depending 43:3 44:18,21 45:22 depth 28:12 determine 32:1 36:19 determined 20:23 28:11 different 13:21 18:17,17 dinner 5:5 10:17 directed 24:18 direction 49:8 directors 28:5 39:17 disagree 31:15 32:17 discouraged 6:20 discovered 34:10</p>	<p>discussed 29:1 42:11 43:12,15 discussion 18:6 29:5 39:24 42:25 43:1,2 43:6 44:18,20 distinction 26:2 district 11:17 20:12 45:13 doctor 6:25 documents 30:21 doing 11:9 28:9 door 7:16 doubt 17:25 18:16 21:7 Dr 3:14 5:4,8 20:5,6 20:9 22:23 23:17 23:25 24:5,9,12,17 25:7,10,16,19 26:3 26:14,19 27:2,5,25 28:1,3,5 29:13,20 29:21 31:4 33:8 36:5 37:24 38:17 38:19 39:13,14 40:3,7,14,16,18 42:15,20 45:25 due 16:12,15 17:1,2 17:8,17 18:8,21 22:1,7 26:9,10,12 27:16 32:4,17 Dwight 9:7,12</p> <p style="text-align: center;">E</p> <p>E 24:18 early 6:19 9:13 easily 34:2 East 48:4 eat 12:9 Ed 32:8 EDCO 32:3 editorial 6:14 educate 14:21 education 1:4 2:4 3:5 8:13 16:18 21:18 32:4 Educators 8:11 effort 4:12 13:19 either 17:3 20:14 21:23 43:1 44:19 employed 16:13 17:16 18:22 employee 49:11 empowered 39:16 encourage 5:9 engage 10:12 ensure 13:20</p>	<p>entirely 32:18 erroneous 31:18 escapes 11:18 Essentially 32:11 et 22:10 evaluate 32:12 evaluations 44:9 evening 5:6 47:1 48:14 events 29:24 everybody 5:14 evidence 27:9,14,21 32:2 exactly 17:23 examined 39:24 example 18:4,4 excellent 4:20 exciting 11:25 Excuse 22:19 existence 6:16 expect 47:21 expert 32:13,14 explain 16:16 explains 4:16 extend 36:15 41:15 extending 38:2,2 extent 31:2 40:1 e-mail 45:12</p> <p style="text-align: center;">F</p> <p>F 42:14 fabulously 13:17 fact 16:20,25 18:15 18:18 20:25 21:21 21:25 24:15 facts 22:7 26:6 fact-finding 20:14 20:16,19 21:8,12 fair 38:21 39:20 family 6:5 10:11 35:1 far 41:17,21 46:6 48:10 favor 3:23 48:23 favorite 34:23 fax 40:12 feasible 44:2 feel 38:24 39:18 Fees 9:23 11:5 Ferrero 46:19 fight 28:8,9 fighting 28:7 final 30:25 36:9 Finance 43:13 financially 49:10</p>
--	--	--	--	--

AUDIO TRANSCRIPTION

12/28/07

<p>finding 20:25 26:6 findings 16:20,25 21:21 24:15 fine 24:25 39:11 firm 10:7,8,21 first 19:23 31:8 34:9 34:25 43:12,17 46:9 five 11:17 15:9,10,12 15:13,16,19 28:1 45:13 flag 3:9 Florez 9:22 focus 33:20 folder 8:3 10:5,8 follow 8:17 26:16 46:20 following 28:25 36:2 42:10 follow-up 33:7 47:17 food 5:6 Ford 46:17 foregoing 49:9 form 33:1 forth 18:6 19:15 24:1 24:25 forward 13:23 foster 5:25 6:4 found 5:13 34:6 four 10:8 47:4 Frank 9:23 free 17:3 Freer 3:3,13,17,20,22 3:25 4:4,6,12,19,21 5:11,21 6:10 7:25 9:11 10:1 12:11,20 12:24 13:3,6,9,25 14:3,6,9,12,18 15:2 15:10,15,18,21,25 16:3,6,17 19:21,25 20:4,8 22:14,19 23:6 25:20 26:21 27:3,12,23 28:4,22 29:7,11,21 31:2,5 32:21 33:23 35:2 35:19 36:1,8,25 37:2,16,21,23 38:4 38:10,13,17 39:13 40:7,15,19,22,24 41:2,8,10,19,21,25 42:3,6,14,21 43:4,8 43:14,17,19,22 44:1,5,10,12,16,24 45:2,6,16,20 46:3,8 46:14,21,23 47:4,7</p>	<p>47:9,11,14,23 48:6 48:9,12,17,22,25 Fresh 1:5 2:5 10:6 16:10,21 18:1 27:7 29:12,15,25 30:5 31:19 34:8,20 36:7 36:20 37:20 38:21 39:2 41:14 42:24 44:23 friends 6:17 full 30:9 35:25 fully 39:24 fundamental 31:19 further 26:11 27:14 40:16 43:2 49:8,10</p> <hr/> <p style="text-align: center;">G</p> <p>GALE 23:10 31:10 32:20 33:11 34:17 35:18 36:8 37:14 40:21,23 gap 6:13,16 10:11 Gary 19:22 20:1,2 gather 33:3 35:8 general 25:23 31:12 gentleman 11:18 George 8:19 9:3 germane 20:12 getting 13:17 19:6,7 Gilbert-Lurie 5:19 6:1 10:21 22:12,16 22:21,24 23:3,12 23:21 24:3,7,16,19 25:14,17,21 26:13 26:18,23 31:6,7 32:19,23 33:16,25 34:18 35:4,21 36:6 36:22 37:1,8,12,19 37:22 38:5,12,15 39:5,8,11 41:23 42:1,4 48:20,22 give 19:1 21:16,20 38:25 given 22:6 giving 8:5 12:3 44:8 Glarum 15:22,24 16:2,4,5,7,9,18 25:8 go 7:7 9:17 12:18,21 19:23 21:21 27:3 29:8 35:15 40:3 42:14 45:17 48:10 God 3:11 goes 4:12 going 5:14 10:16</p>	<p>11:20 13:21,23 17:23 18:25 24:24 24:25 35:15,23 41:11,18 43:5,23 46:9,25 47:24 48:1 48:10 Goldberg 21:4 23:19 good 4:17,22 5:6,6 8:23,23 11:9 13:6 16:7,8 20:6,8 28:3 28:4 31:10 46:1 48:18 Gory 9:8 governance 9:9 30:5 33:23,25 Government 21:11 21:15 24:1 26:7,10 42:12 great 8:7 9:10 10:2 10:17 11:14 green 10:5,8 GREER 16:8 guess 4:16 9:24 10:1 10:15 16:3 28:7 31:14 guest 5:5 Gus 9:1</p> <hr/> <p style="text-align: center;">H</p> <p>H 1:21 2:16 49:19 half 46:9 handbook 19:14 Hanukkah 34:25 happened 12:22 happens 27:20 happy 3:8 31:10 33:14 45:5,6 hard 28:8 Hawkins 9:1 Head 47:1,10,14,15 hear 7:18 9:14 36:7 37:19 heard 10:23 31:9,13 hearing 3:25 16:19 16:25 19:3 20:15 20:18 21:8,12 22:7 23:16,22 24:13,13 26:5,10,12,16 27:13,18 28:23 30:17 32:14 36:11 41:13 hearings 20:14 23:24 24:6 26:8,9 29:3 heart 28:8</p>	<p>held 16:23 26:5 High 11:16,18 higher 25:25 hold 16:19 20:15 22:19 holding 16:24 holiday 12:8 41:24 47:24 home 34:25 honored 11:13 12:2 hope 12:5 hopefully 20:23 Hopka 9:21 husband 6:25</p> <hr/> <p style="text-align: center;">I</p> <p>idea 35:22 II 4:1 5:1 Ilena 10:19 impartial 17:3 21:9 21:13 27:19 important 31:24 32:7 33:22 34:12 impression 12:16 improper 17:19 inaudible 21:5 26:20 27:15 36:22 include 33:15 34:17 including 19:14 41:14 independent 21:22 32:6 indicated 7:20 indivisible 3:11 influence 17:3 information 10:6 29:6 33:2,4 35:13 35:24 47:2 informative 5:6 initial 29:15 inquiry 39:1 inside 10:5,8 instruction 38:25 instructions 21:20 intellectually 7:10 intent 19:2 29:16,23 30:12,18 intentional 5:20 interdistrict 45:9,23 interest 39:18 interested 49:11 interfere 36:2,4 interim 43:12,17 interject 46:3 intermediately 6:23</p>	<p>Interpret 26:24 32:25 36:16 interrupt 22:22 introduce 27:21 invitation 13:1 inviting 5:8 13:7 involved 11:8 involvement 10:11 17:14 involves 39:22,23 involving 18:8 in-depth 47:16 irregularities 30:5 33:19 Irvine 2:15 issuance 36:15 issue 8:17 17:14 issues 18:7,18 27:19 33:8,21,21 item 4:1,25 43:2 items 10:8 28:25 29:6 30:24 42:10 IXCIC 15:4</p> <hr/> <p style="text-align: center;">J</p> <p>January 11:22 38:9 45:8,24 46:25 47:6 47:8 48:4,12,13 JCC 13:13 Jeannette 15:22 19:22 28:1,3,5 job 1:23 4:18,20,22 46:1 joined 5:4 joining 10:10 jot 33:14 joy 12:9 judge 20:16 justice 3:12</p> <hr/> <p style="text-align: center;">K</p> <p>keep 11:24 25:2 Kelly 21:4 23:20 Ken 9:24 Kenny 46:18 key 33:17,20 kids 6:4,7 14:16,20 Kim 9:21 kind 6:23 9:6 13:17 26:8 kindly 28:21 knew 8:1 know 4:19 7:14,15 7:18,23 8:16 9:14 10:12,22,24 11:22</p>
--	---	---	--	---

AUDIO TRANSCRIPTION

12/28/07

16:18 19:23 23:4 24:24 25:22,22 34:14 35:14,23 38:1 40:12 41:3,17 41:21 45:9 47:22 known 7:15	looking 5:17 27:11 44:6,9 Los 1:4 2:4 3:4 lot 4:12 43:8 45:22 Lupe 29:13	38:12,15,19 39:5,7 39:8,9,11 41:17,20 41:23 42:1,4 43:24 44:11,14 45:1,3 47:6 48:20,21 members 6:1 8:4 10:19 13:13 20:7 23:10 28:6 29:22 30:13,22 31:6 42:7 46:12 47:9 memorized 8:19 memory 9:2 men 9:24 mention 9:1 mentioned 9:3 46:4 mesmerize 8:22 Mike 46:18 mind 42:2 minds 28:11 minimum 26:12 minutes 4:3,5,7,8 11:19 15:8,11,12 15:13,17,19 22:19 27:11 28:1 35:9 missed 4:6 misunderstanding 31:19 moment 35:22 Monday 40:9,10 Monroe 11:16,18 morning 11:11 mother 9:13 motion 3:17 4:23 40:20 41:4,6,7 48:18 move 4:1 13:23 14:18 35:10 38:8,8 39:2 40:13 43:1 44:22 45:23 moved 3:19,20 48:20 48:22 movie 12:1 moving 27:8 37:5 45:4 46:24,24	need 4:23 13:4 25:9 26:6 34:21 35:24 38:15 40:20 44:14 48:2 needs 17:9 19:2,3 neither 49:10 neutral 32:8,9 never 10:23 42:2 new 12:1 32:12 35:5 45:13 newspaper 6:15 night 11:1 note 4:9 30:23 47:19 notice 19:1,10 27:8 29:16 42:18 46:23 notify 30:11 November 1:6 2:6 3:5 4:9 27:10 30:13 41:22 45:21 number 4:1 8:7 17:2 45:22 numeral 4:1,25 5:1 nutshell 31:14	opinions 33:2 opportunities 42:25 44:19 opportunity 5:9 6:13 12:5 19:8 43:7 Opposition 3:25 optional 47:7 options 35:6 oral 29:14 30:14 order 3:4 17:8 20:18 21:8,25 ordering 4:7 ought 14:21 outcome 17:11 44:18,21 outstanding 8:21 out-of-state 13:1 overview 33:12 overwhelmed 7:3 8:6
L LACEA 5:5,7 10:5,20 LACOE 8:14 9:17 11:4,7 16:13,19 17:14,25 18:3,7 19:6,13 21:1 29:9 29:11,19 30:3 31:25 32:1 LACOE's 19:14 30:8 30:15 LACSTA 11:3 language 36:13 last-minute 19:10 law 20:15,17 21:10 22:8 23:23,23 24:8 24:23 25:1,4,11,24 26:1,6 27:16 30:17 lawyer 6:25 lawyers 21:2 lead 3:6 learning 6:19 leave 9:13 38:23 leeway 35:6 left 10:17 legal 6:7,8 30:13 31:9,15,25 32:18 Lem 47:10,11,13,15 Leslie 6:1 letter 13:16,22 23:18 27:7 31:13 40:11 42:20 Let's 43:4 Lewis 5:7 10:16 liberty 3:11 light 37:3 40:6,7 lights 29:8 Limon 11:5 line 15:21 listed 44:3 listen 7:6 listened 49:6 listening 27:11 literally 32:13 litigation 44:7,9,13 little 7:23 12:12 36:13 look 18:25 28:18 43:4 44:1	M machine 49:7 Madam 3:16 9:19 14:25 20:9 42:16 mail 12:23 47:2 main 8:12 maintain 32:18 maker 17:22 18:13 making 16:25 17:10 18:25 19:18 31:24 Margaret 9:22 mark 10:16 45:11 Mary 15:22 16:4 matter 21:25 27:15 31:22 32:8 33:1 34:22 42:9 matters 35:14 ma'am 48:11,16 McKenna 8:20 9:3 McNecky 9:22 mean 33:23 36:17 48:1 means 27:13 meant 19:25 meet 10:18 12:5 38:6 meeting 1:6 2:6 3:5 4:11 10:17 11:12 12:15 13:12 19:18 23:8 36:12 37:10 38:11 42:15 43:20 43:20 44:7 48:13 48:25 meetings 39:20 46:5 member 3:8,19,21 4:3,5,10 5:3,19,22 6:12 7:16,17 9:10 10:21 11:14 12:18 12:22,25 13:4,8 14:8,15,19 22:12 22:16,18,21,24 23:2,3,12,21 24:3,7 24:16,19 25:14,17 25:21 26:13,18,23 29:10 31:7 32:19 32:23 33:16,25 34:18 35:4,21 36:6 36:22 37:1,4,8,9,12 37:15,19,22 38:5,7	N NABSE 9:9 name 10:22,25 11:18 15:23 49:14 nation 3:11 National 8:10 10:10 nationally 9:6 nationals 11:20,24 necessarily 26:24 necessary 40:2	O object 19:17 objection 41:11 obligation 23:15 obvious 47:25 obviously 47:23 occasions 18:17 occurred 30:17 October 18:5 30:2 30:10,11 office 9:8 29:10,12 31:12 official 39:1 officially 27:12 oh 4:6 11:14 12:17 12:20,24 46:14 okay 12:18,20 14:6 16:6 23:12,17,25 24:9 25:10,14,16 26:13 27:2,3,23,25 29:7 31:5 33:16 34:18 36:20 37:22 38:4 41:3,9,20 42:3 42:14 44:1,3,4,15 44:16 48:12 once 9:3 42:19 ones 14:20 one-sided 32:5 ongoing 47:18,21 open 12:23 opinion 31:15	P packet 12:14 13:10 13:16 Pam 9:23 11:5 panel 27:19 Papadakis 3:21,22 4:10 5:21,22 13:8 14:15,19,24 40:25 41:6,9 48:21,23 paperwork 11:21 Pardon 4:4 29:11 parents 10:12 14:16 14:16,20 Parker 15:22 16:1 19:22,23 20:2,4,5,6 20:9 22:23 23:17 23:25 24:5,9,12,17 25:7,10,16,19 26:3 26:14,19 27:2,5,25 28:1,3,5 38:19 39:14 40:14 42:20 part 34:12,24 35:16 participating 7:4 particular 17:6,11 17:15,16 18:14 19:16 21:3,24 26:16 27:19 34:22 35:3 40:1 parties 17:11 49:12 party 17:4,20 passed 9:13 23:18 Pavilla 10:19 people 6:21,22 7:3 7:20,22,23 8:6,18

AUDIO TRANSCRIPTION

12/28/07

8:22 9:4 11:8 perfect 18:4 permits 45:13 person 5:13,16 17:10 21:17 personal 28:19 personally 34:3 Personnel 46:6,12 perspective 28:14 pertaining 23:24 pertains 24:3,5 petition 29:19 31:17 petitions 32:12 phonetic 2:25 physically 7:10 picture 35:25,25 piece 33:24 34:1,8 plan 30:7 33:19 planned 7:5 please 3:6 11:23 13:19 25:15 pleased 5:11 9:7,11 9:16 11:10 pledge 3:7,9 point 12:16 13:14 18:23 20:11 33:7 44:8 policies 19:14,15 popular 7:13 portion 23:8 position 6:24 17:21 17:22 18:1 39:10 positions 9:9 positive 35:10 possibility 44:20 possible 35:17 Postpone 40:25 powers 25:25 PR 14:12 preexisting 18:11 prefer 38:22 preference 33:11 42:8 prelude 29:17 premier 12:2 prepare 47:25 prepared 38:23 preparing 47:19 prescribed 30:16 present 11:3 27:18 29:23 presentation 7:11 10:10 11:3,7 12:3 18:24 19:8,11,17 22:15 27:9 43:9	presentations 5:7 7:19 29:3 presented 3:23 7:2 7:24 30:14,15 President 3:3,13,16 3:17,20,22,25 4:4,6 4:12,19,21 5:11,21 6:10 7:25 9:11,20 10:1 12:11,20,24 13:3,6,9,25 14:3,6 14:9,12,18,25 15:2 15:10,15,18,21,25 16:3,6,8,17 19:21 19:25 20:4,8,9 22:14,19 23:6 25:20 26:21 27:3 27:12,23 28:4,22 29:7,11,21 31:2,5 32:21 33:23 35:2 35:19 36:1,25 37:2 37:16,21,23 38:4 38:10,13,17 39:13 40:7,15,19,22,24 41:2,8,10,19,21,25 42:3,6,14,17,21 43:4,8,14,17,19,22 44:1,5,10,12,16,24 45:2,6,16,20 46:3,8 46:14,21,23 47:4,7 47:9,11,14,23 48:6 48:9,12,17,22,25 pretty 8:5 previous 7:7 principle 18:10 principles 17:1 18:20 prior 43:20 probably 44:7 probation 13:14 problem 18:2 19:5 34:10,10,20 35:9 37:5 38:1,2 problems 34:6,14 procedure 18:21 19:1,6,16 26:17 procedures 16:13,15 17:15 19:13 24:1 30:6 proceed 16:6 proceeding 17:12,15 17:20 18:13 process 16:12,15 17:1,2,9,17 18:9,21 22:2,7 26:9,10,12 27:16 29:24 30:3	32:4,9,11,18 33:12 45:9,23 47:16 processes 30:6 producer 12:2,5 program 12:6 programs 12:4 progress 34:11 promulgated 19:13 proposed 16:10,14 16:20 provide 33:12 provided 19:12 30:9 30:21 provider 13:21 providers 14:5 provides 16:19 32:3 providing 29:15 provision 19:5 proviso 45:15 PTA 10:9,10 public 15:3 23:11 24:13 26:5 27:13 28:23,24 30:17 32:14 36:10 purpose 28:19 purposes 25:3 pursuing 14:5 put 27:8 39:10 40:2 putting 39:3 <hr/> Q Quan 9:23 quarreling 14:15,16 question 21:1 22:13 23:1,4,5,7 32:22 33:6 34:5 35:18 45:11 questions 23:7 29:20 30:24 31:8 33:3,7,13 34:4 quiet 11:4,24 Quinones 11:5 quote 23:13 24:20 <hr/> R raise 35:16 raised 33:8 react 39:6,7 reaction 38:14 read 6:19 24:20,21 31:13 33:5 reading 23:13,14,14 23:15,17,24 25:5,6 25:23,24 26:1,25 ready 13:15 16:1	38:7,8 real 28:19 realized 35:9 really 8:21,21 10:12 13:24 28:20 reason 27:6 reasons 8:15 recall 27:10 receive 35:24 40:10 received 19:10 27:7 45:12 recognition 11:16 recognized 21:3 recommend 22:18 recommendation 21:15,22 30:25 32:15 33:15 42:19 42:23 44:20,22,24 Recommendations 29:4,5 record 16:12 recording 49:6 regarding 10:7 regular 43:20 related 33:21 Relations 42:12 relationship 18:12 18:15 relative 23:19 30:4 49:11 remember 9:1 45:21 46:17 remind 15:7 render 21:17 rendered 22:8 36:10 reply 29:12,15 report 5:3 8:9 9:7 29:14,17 30:9,25 31:3 32:15 37:7 43:17 Reporter 2:17 49:5 Reports 42:13 represent 9:17 29:14 representative 11:20 representing 8:1 9:22,23,24 republic 3:10 request 37:4 requesting 40:11 required 23:22 requirement 17:6,18 24:23 requirements 6:8	25:1 26:12 researching 17:13 resolution 13:15 resolved 38:23 40:15 45:15,17,22 respect 32:17 respond 19:9 38:22 38:25 response 29:13,16 29:18 30:14 restroom 7:7 retired 6:18 review 4:14 29:19 37:11 45:9,23 47:16 reviews 4:15 Revision 43:15 revocation 16:10,14 16:21 18:4,8,20 19:13,16 20:20 22:6 24:14 29:25 revoke 19:2 29:17 30:12,20,20 32:2 revoked 18:2 Richard 11:5 right 8:13 14:3 16:3 17:2 22:1,3,23 24:7 24:16,19 25:7,19 38:25 39:6,7,7 40:9 41:18 44:9,24 48:17 Robles 3:14,16 4:17 4:20 5:4,8 7:14 9:18,19 10:2,24 11:15 12:12 13:18 14:1,4,11,14,23 15:9,13,16,20 19:24 20:2 24:10 37:24,25 40:3,5,9 42:15,16,22 43:6 43:11,16,18,21,25 44:4,6,15,17 45:5,8 45:18,21 46:7,11 46:16,22 47:3,5,8 47:17 48:3,8,11,16 Robles's 40:7 Rod 46:19 role 18:19 31:20 32:25 Roman 4:1,25 5:1 room 7:19 rule 17:7 run 12:9 Rush 12:1
--	---	--	---	---

AUDIO TRANSCRIPTION

12/28/07

S	<p>share 8:4 28:16 shared 30:3,7 Shelton 9:24 shorthand 2:16 49:4 49:7 showed 8:6 shut 8:8 side 32:6 sides 35:17 sign 42:7 signed 5:12 simply 19:11 situation 13:14 22:9 31:9,16 39:3 slight 9:1 smiling 11:9 sorry 4:6 9:14 12:17 20:4 22:11,21 25:25 sort 38:22 sounds 13:16 14:13 Soup 13:2 South 11:17 speak 16:9 38:18 47:12 speaker 7:7 15:18 19:22 speakers 8:24 15:4,5 23:11 speaking 8:22 special 11:15 specific 20:18 24:11 25:22 30:23 34:1 specifically 23:6 24:17 26:14 27:10 spectrum 32:13 speech 28:16 spellings 2:25 spend 34:3 spoken 5:16 spring 47:22 48:1 staff 10:18,18 13:21 17:25 18:3,7,13,16 18:16,18 19:6 20:25 22:8 27:8 28:6 30:3,23 31:22 31:25,25 32:14,15 32:25 33:4,11 34:19 40:11 staff's 17:14 stage 32:4,5 standing 11:9 stands 3:11 11:22 Start 1:5 2:5 10:6 16:11 27:8 29:12</p>	<p>29:16,25 30:5 31:19 34:20 36:7 36:21 37:20 38:21 39:2 41:14 42:24 44:23 47:1,10,14 47:15 starting 27:4 Start's 16:21 18:1 34:8 state 10:9 11:20 16:12 20:13 21:11 25:12,12 26:4,11 26:15 27:12 32:3,8 40:17 49:5 stated 27:12 statement 35:22 states 3:10 16:22 17:19 20:18 21:4 21:11,12,20 22:4 24:12 25:12 26:5,8 26:15,15 27:17 36:9 stating 13:23 45:12 statue 25:13 status 13:25 14:1 statute 19:12 21:11 25:12,24 26:5,15 27:17 statutory 22:2,3 Stone 13:2 stop 25:15 stopped 7:6 strategic 42:25 43:6 44:19 strictly 21:20 strike 14:13 students 12:3 student's 10:13 study 18:5 47:1,16 subject 15:6 26:9 submitted 11:21 subscribed 49:13 substantial 32:2 success 10:13 successfully 11:6 sufficient 26:22 summary 8:5 summit 6:13 7:22 Sunday 12:10 superintendent 3:16 4:15,17,20 7:14 8:2 9:18,19 10:2,24 11:15 12:12 13:18 14:1,4 14:11,14,23 15:9</p>	<p>15:13,16,20 19:24 20:2 24:10 29:14 29:22 31:22 36:19 37:25 40:5,9 42:16 42:22 43:6,11,16 43:18,21,25 44:4,6 44:15,17 45:5,8,18 45:21 46:7,11,16 46:22 47:3,5,8,17 48:3,8,11,16 superintendent's 7:11 Supervenient 15:7 supervisors 11:12 11:12 13:15 supposed 14:21 supposedly 27:19 Supreme 16:22,23 21:4,6 23:20 sure 16:2 24:22 35:13 36:23 41:10 surprised 8:25 9:6 surrogate 14:20 SUSAN 1:21 2:16 49:19</p>	<p>5:7,8,17,22 6:10,12 7:25 9:16,19,21 10:3,15,16,19 11:1 13:11 14:9 15:1,2 16:8 19:20,21 26:18,25 27:23,25 28:21,22 29:21 30:25 32:19 34:17 34:18 36:8 39:14 40:14 42:9,16 45:3 45:25 Thanksgiving 12:8 theories 6:15 7:2,24 thereof 49:9 thing 8:25 14:12 38:19 things 7:1,17 9:6 11:7 13:20 25:3 28:14 think 4:14 6:3,8 20:10,12 26:1 35:2 36:18 38:20,21 39:3 42:7 44:14 45:16 48:1,6 third 15:25 Thompson 45:25 thought 15:10 34:9 three 15:4,5 30:4,8,9 30:10,16 33:7 43:19 46:16 time 5:17 7:6,7,12 11:6 18:3,19 25:18 27:4,24,24 33:9 34:3 37:11 41:12 44:8 timelines 36:2 Times 5:23 7:20 8:4 today 6:14 9:25 11:21 12:2 13:2 18:25 19:18 20:11 27:6 28:17 29:23 31:9,14 34:11 36:21 today's 1:5 2:5 7:20 10:6 16:10,21 18:1 27:7 29:12,15,25 30:5 31:18 34:8,19 36:7,20 37:20 38:21 39:1 41:14 42:24 44:22 tomorrow 40:10 47:20 top 11:13,16,17 total 15:11 totally 27:15</p>
			T	
			<p>take 25:18 30:23 47:24 taken 27:14 49:7 takes 29:7 talked 10:7 talking 8:13 teachers 11:13 teaching 6:18,22 team 29:19 33:1,1 tears 6:7 technical 32:13 technicalities 41:3 tell 7:10 ten 35:8 tenet 17:2 tenets 17:16 terms 5:16 8:21 12:13 33:6 Terry 46:1 Tesh 15:22 16:4 test 33:19 testing 30:5 text 25:8 TFS 29:25 30:4,12,13 30:14,15,20 TFSCS 29:13,17,18 TFS's 30:6 31:25 thank 3:3,13 4:7,24</p>	

AUDIO TRANSCRIPTION

12/28/07

town 34:21 46:19	vocation 6:23	wondered 24:10	
track 25:2	vote 20:20 21:23	wonderful 5:23 6:3	<u>3</u>
raining 47:18,21	24:14 30:18,19	6:8 12:8	30 19:2,3 30:17
ranscribed 1:21	35:7,14,16,23	wonderfully 4:11	36:10,16,17 37:18
2:15 29:1 42:11	40:25 41:2,2,15	wondering 23:14,22	38:3 47:20
49:8	voted 9:8 20:24	23:23	35 6:18
transcription 1:15	30:11	work 6:3,9 11:9 30:6	<u>4</u>
2:15 49:9	votes 32:16	33:18 34:14,22	4th 20:21 30:19
true 6:23		worked 13:10	33:13 34:21 36:11
trust 34:2	<u>W</u>	working 6:24 45:25	37:10 42:18,25
Trustees 11:2	wait 25:14,14	wouldn't 22:18	43:5 45:4,7
try 28:11,14	waiting 35:24	38:24 39:10	4,000 7:3 8:6
trying 22:22,24 23:3	walk 11:8	write 7:1 13:22	46707 25:8
23:5 24:24 25:2,25	walked 7:20,21	writers 12:6	47607 16:18 19:1,20
turn 28:11	want 5:7 7:15 9:15	writing 40:3	24:12,18
two 5:25 11:16 13:16	10:9,15,19 11:1	written 19:1 29:18	<u>5</u>
14:16 15:4 25:3	12:7,9 13:20 23:6	37:7	52 7:3
46:5	25:18 28:11 34:2	<u>Y</u>	58 7:3
<u>U</u>	34:19,24 36:6	yeah 4:12 14:8 26:23	<u>6</u>
uh-huh 14:11 15:20	38:18,24 39:9,10	37:4,12 39:8 45:16	6th 4:9 27:10 30:13
31:4 38:12 40:23	41:6,10 45:25	45:20	60 36:3
46:22 47:3,15	46:16 47:11,20	year 11:13 38:11	<u>7</u>
uncomfortable 7:24	48:3	46:4,9	79078 1:23
undersigned 49:4	wanted 5:3 24:22,23	years 6:18	<u>8</u>
understand 24:20	25:4,21,22 37:25	yesterday 45:12	8th 45:8
24:20 25:4 26:25	38:13 46:1	York 35:5	8122 1:22 2:17
34:9	wants 6:5 36:7	<u>1</u>	49:20
understandable	wasn't 7:22	1st 48:12	<u>9</u>
31:18	Waugh 8:15 41:18	1:00 13:2	9th 18:5 30:10
undertaken 30:3	way 10:22 26:24	11th 36:23 37:5 38:8	90 36:3
unfair 18:22 27:22	34:7,8,15,16 35:12	39:2 40:13 41:1,16	
unfortunately 9:12	35:14	41:18 42:23 43:2	
17:23	Wednesday 5:4	44:5,6,23	
United 3:9 16:22	week 5:13 8:10 9:2	12:00 13:2	
21:4	12:4 13:12 35:10	15th 45:24	
untangles 6:7	37:17	16 11:13 30:11	
Update 43:22	weekend 12:14	18th 45:21	
upset 7:21	welcome 32:20	<u>2</u>	
use 32:11,12	we'll 3:4 14:18 27:3	2nd 30:2	
utterances 7:18	41:2,25 42:5,14	2,000 8:18	
<u>V</u>	43:12	20 1:6 2:6 15:8,11,14	
vacation 47:24	we're 4:25 9:11 11:8	15:15	
Valaida 9:8	11:8,10 13:21,23	20th 3:5	
Valley 11:2	14:20 20:10 22:21	2007 1:6 2:6 3:5	
various 7:19	22:25 27:6 28:9	30:2,10,13	
versus 21:4,5 23:19	40:10 45:24 46:8	22nd 46:25 47:8	
31:25 33:1	48:10	48:13	
Vicky 11:5	WHEREOF 49:13	2772 26:8	
view 38:7	whisper 11:23	27721 21:11 24:2	
violate 17:16	Whittier 11:17	25:12 26:8,14	
violates 18:20	wholeheartedly	27725 21:16,19	
violation 16:15 18:8	14:24		
19:20	willing 13:22		
	wish 12:7		
	WITNESS 49:13		

12.11.07 transcript.txt

1

1

2

3

4 Re: Los Angeles County Board of Education

5 Today's Fresh Start Charter School

6 December 11, 2007 Meeting

7

8

9

10

11

12

13

14

15

AUDIO TRANSCRIPTION

16

17

18

19

20

21 Transcribed by:
22 SUSAN H. CAIOPOULOS
23 CSR No. 8122

24 Job No. 79869

25

26

□

2

1

12.11.07 transcript.txt
5 Mrs. Anderson, would you please lead us in the
6 Pledge of Allegiance to the Flag.
7 BOARD MEMBER ANDERSON: Yes.
8 I pledge allegiance to the flag of the United
9 States of America, and to the Republic for which it
10 stands, one nation, under God, indivisible, with liberty
11 and justice for all.
12 PRESIDENT FREER: I heard some little voices
13 back there chiming in. Thank you.
14 Thank you, Mrs. Anderson.
15 Dr. Robles is at a meeting with the
16 supervisors. She should be here shortly. So
17 Mr. Shelton is sitting in for her.
18 Mr. Shelton, are there any changes to the
19 agenda?
20 MR. SHELTON: No, Madam President.
21 PRESIDENT FREER: Do I hear a motion?
22 BOARD MEMBER SAENZ: Move approval.
23 BOARD MEMBER WAUGH: Second.
24 PRESIDENT FREER: Moved by Mr. Saenz, seconded
25 by Mrs. Waugh, to approve the agenda as presented. All

□

4

1 those in favor?
2 (All say aye.)
3 PRESIDENT FREER: Any opposition? Hearing
4 none, we will move to Communications.
5 Any communication from board members?
6 Mrs. Waugh.
7 BOARD MEMBER WAUGH: I want to first apologize

12.11.07 transcript.txt

8 for not attending Saturday's winter graduation. I heard
9 it was wonderful, incredible. But I had heard that once
10 you become a grandmother, life changes. So my duty
11 called, so I had to bow out. But I will do everything
12 to make sure I'm there in June, at that big one. So
13 that would be --

14 I just want to -- I know we didn't have the
15 opportunity at lunch today to thank the staff,
16 especially all of LACOE staff, for all that you do.
17 You're the most incredible employees that we have, you
18 really are. We depend so much on the materials that you
19 give us so we have the accurate information and that we
20 are kept updated on all the issues and everything.

21 To the cabinet and all the staff, thank you
22 very much for a great year and for all that -- you've
23 had to work very hard to make all our decision making
24 here very effective, and getting all the materials that
25 we need to make those right decisions.

0

5

1 Happy holidays, happy merry Christmas, and
2 we'll see you in the new year. Thank you.

3 PRESIDENT FREER: Thank you.

4 Mrs. Anderson, I think you were next. Was
5 Ms. Papadakis next? I'm sorry.

6 BOARD MEMBER PAPADAKIS: Thank you.

7 I had occasion to go to a football banquet at
8 Palos Verdes Peninsula, at the golf course there. They
9 have it there every year at that venue. And we went in
10 at a quarter to 7:00 and we got out at 10:30, and I was

12.11.07 transcript.txt

11 amazed at -- the food was wonderful, everything was
12 great, but I was amazed at the coaches, how much they
13 had to say about every child that was in the program,
14 whether they played football or didn't, whether they
15 were varsity or junior varsity.

16 And I was thinking, if we had -- if all of
17 this -- I mean, it's wonderful. All my kids played
18 football, but -- and my grandkids, yes. But if they
19 would have something like this for the scholastic end of
20 it, if they had some tribute, some --

21 BOARD MEMBER WAUGH: Not just football.

22 BOARD MEMBER PAPADAKIS: -- recognition of the
23 kids that really knocked themselves out and wrote
24 wonderful papers and term papers and whatever it was, or
25 just some recognition of studying and becoming excellent

D

6

1 in their thing.

2 we put all this emphasis on sports. And hey, I
3 believe in sports. It keeps kids off the street, it
4 does a lot of things. And there's discipline, there's
5 camaraderie, there is the cheering and everything like
6 that, and there's heartbreak when they get hurt or they
7 lose or something.

8 But we have to have some kind of balance in our
9 schools, and really recognize the scholars, the ones
10 that are going to -- we're going to depend on on this
11 next generation.

12 BOARD MEMBER WAUGH: Uh-huh.

13 BOARD MEMBER PAPADAKIS: That's all.

12.11.07 transcript.txt
14 PRESIDENT FREER: Thank you. Thank you.
15 Mrs. Anderson.
16 BOARD MEMBER GILBERT-LURIE: Oh, can I just say
17 one thing --
18 PRESIDENT FREER: Put your light on.
19 BOARD MEMBER GILBERT-LURIE: -- in return?
20 PRESIDENT FREER: Oh, okay.
21 BOARD MEMBER GILBERT-LURIE: I think you need
22 to know this.
23 BOARD MEMBER ANDERSON: Oh, turn your mike on.
24 PRESIDENT FREER: Your mike.
25 BOARD MEMBER GILBERT-LURIE: You didn't notice,

□

7

1 I was next door with all the ones who were being honored
2 for academic achievement.
3 BOARD MEMBER PAPADAKIS: I didn't notice that
4 fact.
5 PRESIDENT FREER: Mrs. Anderson.
6 BOARD MEMBER ANDERSON: well, I just wanted to
7 say that I attended the graduation, and I was very moved
8 by the whole process. I couldn't stay for the entire
9 graduation because I had another obligation.
10 But in the process -- having been moved by the
11 graduation, I served as a recruiter at my next event,
12 and as a result I have a group of people who are going
13 to work with Mr. Florez and offer their services to our
14 students.
15 BOARD MEMBER: Oh, good.
16 BOARD MEMBER ANDERSON: One of whom is an

12.11.07 transcript.txt

17 actor, who was a former teacher, and he is a musician.
18 And so he is -- I was kind of concerned about the
19 quality of the choir, to tell you the truth, but -- and
20 he said he would work with them.

21 And the other person -- they both -- these two
22 initiators are both graduates of Northwestern
23 University.

24 And the second person is a woman who is a
25 lawyer, a friend of mine. And she wants to develop some

□

8

1 kind of protocol video for the young girls in our
2 facilities, because she feels that these young people
3 don't get that kind of training in any concentrated
4 format.

5 So I think that -- I can tell you that I was in
6 tears as I sat there at the graduation and I watched
7 each of the kids come across the stage. It made me feel
8 great that they managed to achieve as they have. But I
9 also am concerned that we don't have any data on what
10 happens to them after. And I'll be looking into that
11 with you, too.

12 BOARD MEMBER WAUGH: Uh-huh.

13 PRESIDENT FREER: Thank you.

14 Is that it? Okay. I introduced Mr. Shelton as
15 sitting in for Dr. Robles. And I see that Pam Gibbs,
16 the director of our governmental relations office from
17 Sacramento, is with us today. I'm pleased to see you.
18 And I see Dale Huff from Supervisor Burke's office is in
19 attendance also. So welcome.

12.11.07 transcript.txt

20 And I did attend the LACOE Foundation Board
21 meeting on December the 6th. And as usual, that's an
22 enthusiastic group that really can't do enough for the
23 children who are served by LACOE. They're enthusiastic
24 about the new dorms that they hope will be open by
25 April. And as you know, Sky Meadows is the camp where

0

9

1 the students get to go and spend a week of campership
2 there, and we're pleased about that.

3 Then I have a folder that has more in-depth
4 information on the foundation. So whenever I go to the
5 meeting, I will share that with you.

6 Then also following that I went to the Music
7 Center Advisory Board meeting on Thursday. The
8 superintendent -- our superintendent was there in
9 addition to myself. And they're concerned about
10 in-depth art education. I know a lot of groups go in
11 and do a one-time presentation to the students, which is
12 better than nothing, but then they would like to have
13 more in-depth things for the students to do, so they're
14 working on that. And our Arts For All, of course, is
15 still a major project for all of us here at LACOE.

16 In addition to that, I did attend the
17 graduation at USC. And in spite of being a Bruin, it
18 was nice to be there in those surroundings, because it
19 is a nice event and venue for a graduation for the
20 students, and they are very appreciative of it.

21 And the man who spoke, the main speaker that
22 day, did emphasize fathers. You know, you hear so much

12.11.07 transcript.txt
23 about what mothers do and what mothers do. But he made
24 a point of saying fathers, whether they were physically
25 present or not, are much a part, an integral part of the

0

10

1 family. And he used that as a part of his theme, which
2 I thought was different. And he -- and you were saying
3 you were almost in tears. He sat next to me, and when
4 the students were there he was in tears prior to his
5 speech. So he really felt for the students who were
6 participating.

7 On a sad note, I read that Maxine Frost, who
8 has been a board member for 40 years, passed away. And
9 she was president of the California School Boards
10 Association, and most recently she received a Ferg
11 Keesal award from ACKSA at its last conference. And a
12 school has been named for her in Riverside also. So I'd
13 like to adjourn today's meeting in her memory, Maxine
14 Frost.

15 And then, of course, I'd like to take this
16 opportunity to wish each of you a happy holiday season.

17 So we'll move on now with the regular agenda.
18 Superintendent -- no, I'm going on. I just finished
19 board, and I'm bored, so now I'll come to you.

20 Superintendent, Mr. Shelton, do you have
21 something to share?

22 MR. SHELTON: I think I was a little anxious
23 this time, President Freer.

24 Normally I don't, but in the absence of
25 Dr. Robles at this point, I wanted to express her

12.11.07 transcript.txt

0

11

1 conveyance of a happy holiday season to the board
2 members, and thank you for a wonderful year, and to the
3 staff.

4 And especially, a point I'd like to make, is
5 happy birthday to a shared birthday to one of our board
6 members that has a shared birthday with yours truly
7 coming up later this month. Happy birthday,
8 Mrs. Papadakis.

9 BOARD MEMBER PAPADAKIS: 82, that's a birthday?
10 That's not a birthday.

11 BOARD MEMBER WAUGH: Yes, it is, a big one.

12 BOARD MEMBER ANDERSON: It is, it's an
13 anniversary.

14 BOARD MEMBER PAPADAKIS: But thank you for
15 mentioning it.

16 MR. SHELTON: You're very welcome. Thank you.
17 That's it.

18 PRESIDENT FREER: Thank you.

19 Has anyone from the public -- well, I do have
20 these speakers, you weren't aware of them, but I do have
21 those. Anyone else besides these?

22 okay. I have five speakers who have signed up
23 to speak. So there's 20 minutes total, is that correct?
24 I have these people who have to keep me on track. And
25 you divide the time up accordingly.

0

12

12.11.07 transcript.txt

1 So I'll tell you the order they are so it won't
2 usurp any of your time. The first speaker will be
3 Dr. Jeannette Parker, the second speaker would be
4 Dr. Gale Windom, the third speaker will be Dr. Clark
5 Parker, and the fourth speaker will be Mrs. Yvette
6 Brown, and the fifth speaker will be Kimico Mozley. So
7 in that order.

8 And Dr. Parker, if you'll go to the microphone
9 over here, and when you're ready we'll start the time
10 for you. Just one second until you get -- Mr. Florez
11 will help you get it ready.

12 BOARD MEMBER WAUGH: Is it on now?

13 PRESIDENT FREER: This is the order that it was
14 requested that they speak.

15 Okay. And now, Dr. Jeannette Parker, you may
16 begin.

17 DR. JEANNETTE PARKER: Thank you very much.
18 Good afternoon President Freer and honorable board
19 members and staff. Thank you again for this opportunity
20 to be here with you.

21 Mrs. Lurie requested something to say about the
22 testing, and so I wanted to share this with you. The
23 testing incident took place as a result of a teacher,
24 substitute teacher, being moved from one site to
25 another. This substitute teacher became very upset and

0

13

1 very angry when the site administrator reprimanded her
2 for not doing her job thoroughly. When she became so
3 angry she decided to call and/or e-mail LACOE.

12.11.07 transcript.txt

4 we did not -- we were never informed about this
5 until the gentleman from the ETS came to the school. So
6 there was no correspondence, communication between LACOE
7 and Fresh Start in that manner.

8 So then what happened was that Fresh Start
9 issued a fact-finding report, which is permissible from
10 the CDE. I'd like to just read this to you. "We
11 made" -- this is from our report that we issued to the
12 fact- finding report, to say it more explicitly. "We
13 made a thorough review for what constitutes
14 irregularities as per Appendix H, Star Program
15 Irregularities and Incidents of the District and Test
16 Site Coordinator Manual No. 67."

17 And when we did our fact-finding report and we
18 made our investigation, we determined that there were
19 only about three or four children that it involved. So
20 if it's less than 5 percent of the entire number which
21 is tested, then the board says this. On page A-70 from
22 the same manual it says, "Test administration incidents
23 generally do not affect test results. These
24 administration incidents do not need to be reported to
25 the CDE or the Star Program Contractor."

0

14

1 It also states, "Do not contact CDE or the Star
2 Program Contractor unless the incident is determined to
3 be an irregularity." So I wanted to point that out,
4 that nothing rose to the level of an irregularity.

5 And then also, we made two reports. We
6 finally -- we did the fact-finding. And then when we

12.11.07 transcript.txt

7 finally got a report from the gentleman who came from
8 ETS, we took his report, diagnosed it, analyzed it, and
9 really found that report to be flawed.

10 Now, these reports, to the best of my memory,
11 were sent to the board, both these fact-finding and the
12 other report.

13 So then we did our two reports, we did our --
14 the whole problem really surrounded demographics, you
15 know, what the little children have -- these little
16 children have to write a lot of information. But I
17 learned here recently, as of November 27th, that LACOE
18 holds seminars with ETS, Educational Testing Service,
19 which tells you about pre-ID coding.

20 If LACOE had shared their knowledge with us
21 about pre-ID coding, which now we know about when we
22 asked about it ourselves, then that would have saved a
23 whole lot of everything that was -- that which was going
24 on.

25 So there was no evidence of cheating or

0

15

1 anything of that nature, and that's what that's about.

2 PRESIDENT FREER: Is that the conclusion?

3 DR. JEANNETTE PARKER: Yes, ma'am.

4 PRESIDENT FREER: Okay. Thank you.

5 DR. JEANNETTE PARKER: We have our children in
6 the audience. At some point you might --

7 PRESIDENT FREER: Pardon?

8 DR. JEANNETTE PARKER: These are our children
9 in the audience.

12.11.07 transcript.txt

10 PRESIDENT FREER: Oh, okay.
11 DR. JEANNETTE PARKER: They're from our
12 Compton --
13 PRESIDENT FREER: Welcome children. We're
14 pleased that --
15 DR. JEANNETTE PARKER: These are little
16 children from the Compton site.
17 PRESIDENT FREER: The Compton site?
18 DR. JEANNETTE PARKER: Yes.
19 PRESIDENT FREER: Hi. How are you?
20 DR. JEANNETTE PARKER: About 95 percent of them
21 are English learners.
22 PRESIDENT FREER: Okay. Thank you.
23 Okay. The next speaker will be Dr. Gale
24 Windom. Where is Gale? You're not Gale Windom, the one
25 I know. Are you substituting for her?

0

16

1 MS. GRANT: No, I'm Deb Grant.
2 PRESIDENT FREER: You are -- oh, she hasn't
3 come yet, okay.
4 BOARD MEMBER WAUGH: She was here.
5 BOARD MEMBER PAPADAKIS: She's here.
6 DR. WINDOM: I am here.
7 PRESIDENT FREER: Well, you were the -- that's
8 the order they gave me. Do you want --
9 DR. WINDOM: I'll allow her to go first.
10 PRESIDENT FREER: Oh, okay. Who is the next
11 one then?
12 MS. BROWN: Yvette Brown.
Page 14

12.11.07 transcript.txt

16 Gale Windom I know.
17 DR. WINDOM: Yes.
18 PRESIDENT FREER: All right. You may proceed.
19 DR. WINDOM: Good afternoon, Madam President.
20 PRESIDENT FREER: Good afternoon.
21 DR. WINDOM: And board members, and Mr. Shelton
22 on behalf of Dr. Robles.
23 I do have a prepared speech, but in light of
24 time and really what I'm feeling personally and
25 professionally about the decision that you're going to

0

18

1 make, I just want to have a conversation with you on
2 what my current thoughts are about the impact that your
3 decision is going to have, not just on the school, but
4 on the community in which I live.
5 Ordinarily I would want to tell you once again
6 about the Corrective Action Plan. I don't think it's
7 wise to go back and forth. I've said to you they've
8 complied, LACOE says they haven't, I say they have,
9 LACOE says they haven't. I don't know how that's going
10 to be resolved.
11 But I do know, and as a former coordinator in
12 charge of charter schools for this office, that I have
13 gained a certain knowledge and expertise in running a
14 charter school, and I continue to work in that venue
15 throughout the city, throughout the state, and, in fact,
16 throughout the country.
17 What I do want to say is, as has been stated
18 many times, there is a notion regarding a charter school

12.11.07 transcript.txt

19 that says we want to exchange rules for performance.
20 The rules are the Education Code and all the other
21 codes, tons and tons of pages of documents. The intent
22 is let's remove the restrictions of the rules and focus
23 on your performance.
24 And, in fact, most recently charter schools
25 cannot be renewed until they have demonstrated a certain

□

19

1 level of performance of the students, which is what
2 really matters most.
3 And I want to talk to you about the performance
4 of Today's Fresh Start. Today's Fresh Start has honored
5 their affirmations in their petition. They don't charge
6 tuition. They don't discriminate upon enrollment. And,
7 in fact, as someone who works with their special
8 education staff, I know that they have enrolled students
9 with autism, they have deaf and hard of hearing
10 students, they have students that are severely
11 emotionally disturbed. That's performance.
12 You can go to the classrooms, you can see those
13 students in the general education setting receiving
14 services, you can observe a student that is being
15 transported door to door. That's performance.
16 It is based on the rules, because we all know
17 the rules are important. They are important. They keep
18 us safe, they protect us constitutionally. No one wants
19 to minimize the rules that they have to follow.
20 But I do want to switch to the performance.
21 The performance of the school, they are fiscally sound.

12.11.07 transcript.txt

22 And in Exhibit A, if you will look at how they fair with
23 other public schools where these children, based on your
24 decision, will have no choice but to return to a school
25 and district that have failed them. Specifically, Hide

0

20

1 Park Elementary School, Horseman Middle School, I
2 believe Foster in Compton.

3 BOARD MEMBER WAUGH: what have we got here?

4 DR. WINDOM: There are two schools in Compton
5 that you have in your portfolio.

6 But it is important to note that these are the
7 children that have the most -- your decision has the
8 most impact on. And what it will do is deny their
9 families the choice of sending them to a school that
10 outperforms their neighborhood school, and leave them
11 with no choice but to return to schools that have failed
12 them.

13 And I heard Mrs. Anderson say she is interested
14 in closing the achievement gap. Today's Fresh Start has
15 100 percent students of color, 88 percent students that
16 qualify for free and reduced lunch. They have closed
17 the achievement gap for the very students you want to
18 focus on.

19 So I just wanted to share with you that with
20 all the documents, I believe the school has said they've
21 sent, I don't know, 700 pages, look at the children as
22 you make your decision. Thank you.

23 PRESIDENT FREER: Thank you.

24 The next speaker in this order is Dr. Clark
Page 18

12.11.07 transcript.txt

25 Parker. I see he's being accompanied by the Honorable

□

21

1 Mervyn Dymally.

2 DR. CLARK PARKER: Yes. Madam President, if I
3 may --

4 PRESIDENT FREER: Share your time?

5 DR. CLARK PARKER: Yes.

6 PRESIDENT FREER: Share your time, go right
7 ahead.

8 MR. DYMALLY: Thank you very much, Madam Chair,
9 members of the board. I just noted today that traffic
10 on the 105 is as bad as the 405.

11 I shall be very brief. I see no public benefit
12 to be derived from revocation. We are talking about
13 children, we are talking about staff, we are talking
14 about community. I said to you when I appeared before
15 you last month that I went before the State Board of
16 Education where the fiscal officer of Lifeline was
17 indicted for fraud.

18 PRESIDENT FREER: Uh-huh.

19 MR. DYMALLY: And yet the board was very
20 considerate in their approach and gave them one year to
21 recoup their losses.

22 It would seem to me it would be to your
23 benefit, the public benefit, the children's benefit, and
24 the community benefit, to permit Lifeline (sic) at least
25 another year, if even you deem it necessary to put them

□

12.11.07 transcript.txt

22

1 on probation or observation. But closing would be a
2 disaster for everyone concerned.

3 I hope that, members of the board, that I can
4 appeal to you to override staff recommendation and
5 permit this school to continue. Thank you very much for
6 your courtesy.

7 PRESIDENT FREER: Thank you.

8 And Dr. Parker.

9 DR. CLARK PARKER: Madam President, board
10 members, Dr. Robles and staff.

11 First I would like to do a little bit of
12 housekeeping matters, I think that is only appropriate.
13 we would like to state to the board that we do not
14 believe that Board Member waugh should participate in
15 this discussion, and she should abstain from voting,
16 because she was not at our hearing on November 6th.
17 That is primarily due to the fact that Government Code
18 Section is 11517 says, "No member of the agency who did
19 not hear the evidence shall vote on the decision."

20 I want to correct a misstatement that LACOE
21 staff made in their report to you of last week on
22 12/4/07. They openly stated that Golden Day Schools was
23 a private institution or corporation that was owned by
24 Jeannette and Clark Parker. That is an incorrect
25 statement. Golden Day Schools, for 41-plus years, has

0

23

1 been a 501-c3 nonprofit benefit corporation, and it is

12.11.07 transcript.txt

2 not owned by Clark and Jeannette Parker. To the
3 contrary, Clark and Jeannette Parker have written checks
4 of cash money in excess of \$10 million and donated it to
5 Golden Day Schools.

6 The Williams Legislation is another area that
7 the staff basically stated to you last week that we are
8 in -- have not complied, primarily because the Williams
9 Legislation requires certain particular items.

10 If you would look in the report that was given
11 to you today by us, at Exhibit B, and item number 6 on
12 page 2 specifically states that in order to be included,
13 be subject to the Williams Legislation -- this is a
14 memorandum that came from the State Department of
15 Education, not from us -- you have to specifically opt
16 in. And if you don't opt in for charter schools, you're
17 not included. So many of the items it says are unmet is
18 based on that particular process.

19 Other areas, et cetera, that has to do with a
20 lot of other areas that they basically have stated that
21 the laws themselves -- that the State Department of
22 Education specifically state that are not directly --
23 that do not pertain directly to charter schools.

24 Next I would like to address the litigation.
25 Mrs. Papadakis asked the question last week --

0

24

1 PRESIDENT FREER: Time. They can divide the
2 time, if he wants to take more of Mrs. Mozley's time.

3 DR. CLARK PARKER: Yes, yes, I think I would.

4 PRESIDENT FREER: Go right ahead.

12.11.07 transcript.txt

5 DR. CLARK PARKER: Okay. I understand that the
6 board is concerned about this litigation. Simply
7 stated, the litigation at its core is really a request
8 by Today's Fresh Start to have the courts require LACOE
9 to sit down with Today's Fresh Start, pursuant to the
10 law, the Ed Code, the charter, and LACOE's own policies,
11 regarding resolving disputes between LACOE and the
12 charter school.

13 I encourage each board member, if they haven't
14 already done so, to read the complaint, which was given
15 directly to you. The complaint merely asked the court
16 to direct the parties, LACOE and Today's Fresh Start, to
17 follow the Ed Code, Element N of the charter, and the
18 LACOE's policies when a dispute arises between them.

19 In other words, as requested, when the parties
20 have a difference of opinion, a dispute of any kind,
21 that the LACOE staff will be required to meet with the
22 Today's Fresh Start staff to resolve their differences.
23 That is what the law mandates. That is what the charter
24 specifies. That is what LACOE's policies provide. And
25 that is what common sense requires.

0

25

1 Let me be clear about one thing, what the
2 litigation is not about. It is not about a request for
3 any type of compensatory damages. It is not about an
4 attempt to punish anyone for retaliation or an attempt
5 on our part to embarrass LACOE or its staff. Rather, it
6 is simply an attempt to make sure that the children are
7 protected in the event that a dispute arise between the

12.11.07 transcript.txt

8 parties for any reason, and insure that LACOE and Fresh
9 Start understand what each party's rights are under
10 their contract.

11 The lawyer that represents LACOE basically
12 stated in his response to the lawsuit that at the time
13 of the filing of this action there was no administrative
14 remedies which could be invoked by Today's Fresh Start.
15 We had no other choice, basically, relative to the
16 dispute resolution process.

17 LACOE's own policy, 6620-R states that the
18 superintendent shall meet with the charter school board
19 members to resolve the complaint. I personally wrote a
20 letter directly to Dr. Robles and asked for a meeting.
21 We wrote a letter directly to Dr. Delgado and asked for
22 a meeting, after you had already directed all the
23 parties to sit down and to meet and to try to come to a
24 resolution.

25 we got back simply no, we will not. We will

0

26

1 not meet with you under any circumstances. Dr. Robles
2 stated that if you want to have a meeting to meet with
3 Dr. Delgado, is that that's not what you stated.

4 The policies does not give Dr. Robles -- there
5 are 14 instances. We basically made a check of all of
6 your policies throughout everything that you've written.
7 There's 14 times in your policies that you say that "the
8 superintendent or her designee." And this particular
9 time you said "the superintendent." Other ones itself
10 does not give that discretion to the superintendent to

12.11.07 transcript.txt
11 designate a designee.
12 One of the other areas, et cetera, in your own
13 policy, it says in -- 6680-D states as follows: "In the
14 event that any disputes arise between LACOE and the
15 staff, the staff and the school" -- "the staff of the
16 school and LACOE agree to first frame the issue in
17 written format and refer the issue to the LACOE
18 superintendent and the director of the school. Both
19 parties will attempt to settle such dispute by meeting
20 and conferring in a good-faith attempt to resolve the
21 dispute."
22 PRESIDENT FREER: Excuse me. How much time
23 does he have left?
24 FEMALE SPEAKER: He has 36 seconds.
25 BOARD MEMBER GILBERT-LURIE: Can you pause it?

D

27

1 I just -- never mind, never mind.
2 PRESIDENT FREER: 36 of the 20?
3 FEMALE SPEAKER: Of the entire time.
4 PRESIDENT FREER: Of the entire 20 minutes,
5 okay. Keep that in mind.
6 DR. CLARK PARKER: Okay. I will.
7 PRESIDENT FREER: Thank you. And then starting
8 at --
9 BOARD MEMBER GILBERT-LURIE: I want to know
10 what he's quoting from.
11 PRESIDENT FREER: Mrs. Gilbert-Lurie wants to
12 know what you're quoting from.
13 BOARD MEMBER GILBERT-LURIE: In this last --

12.11.07 transcript.txt
14 what you're reading from right there.
15 DR. CLARK PARKER: I was reading from policy
16 number -- this is LACOE's policy number, 6680-D.
17 BOARD MEMBER GILBERT-LURIE: Thank you.
18 DR. CLARK PARKER: Of the policies.
19 In addition to that, the board policy number
20 6680-B states that you will -- "The board will grant the
21 charter school a reasonable opportunity to respond to
22 the notice and take appropriate corrective action."
23 That's what the board would do before you would vote
24 relative to revoke. There has been no notice from the
25 board itself that we have to tell us exactly what it has

0

28

1 to do.
2 One of the things that I want to, in close, in
3 saying, because I recognize my time is very limited, I
4 believe that we have a 50-50 chance, if there was a vote
5 itself to revoke, of being back here, because of the
6 process, the flaw in and of itself of the process.
7 I would like to, in close, is that I don't
8 think that that is the way to go. I think the way
9 itself would be to go -- in closing, it's selfish to
10 say, vote not to revoke, and give a directive to the
11 parties. There is nothing here that cannot be resolved.
12 This has been a moving target on our part. We
13 give one thing today, and tomorrow it's this. First we
14 were told in August that all we are to do is print the
15 deliverables. That didn't happen. Then it became
16 something else. Today it's the Williams Report. The

12.11.07 transcript.txt
17 Williams Report doesn't fly. If we then do that, we're
18 going to have something else.
19 I want to thank you for giving us this
20 opportunity. I know it's been a long time for all of
21 you, and I certainly do appreciate the time and the
22 effort. You've been very courteous, and certainly to
23 the extent -- I'm only here for these children. I've
24 spent all of my life working for other people and for
25 other children and for other causes, and I hope you see

□

29

1 the sincerity of us trying to comply.
2 Thank you very much, board members.
3 PRESIDENT FREER: Thank you.
4 Board, it's your discretion. We had a
5 20-minute limit, and there was one other speaker. Do
6 you want to extend the time?
7 BOARD MEMBER ANDERSON: Yes.
8 PRESIDENT FREER: Pardon?
9 BOARD MEMBER ANDERSON: Sure, I move to extend
10 the time.
11 PRESIDENT FREER: Is there a second?
12 BOARD MEMBER GILBERT-LURIE: Second.
13 PRESIDENT FREER: Seconded by
14 Mrs. Gilbert-Lurie.
15 BOARD MEMBER WAUGH: For how long, five
16 minutes?
17 BOARD MEMBER ANDERSON: Five minutes.
18 PRESIDENT FREER: And all those in favor? Or
19 any discussion, I should say? All those in favor?

20 12.11.07 transcript.txt
 (All say aye.)
21 PRESIDENT FREER: All right. Then the next
22 speaker, Kimico Mozley, you do have time to speak.
23 MS. MOZLEY: Good afternoon, Madam President.
24 PRESIDENT FREER: Good afternoon.
25 MS. MOZLEY: Board members and staff. My name

0

30

1 is Kimico Mozley, I'm a board member at Today's Fresh
2 Start Charter School, and I'm also a parent of one of
3 the students at Today's Fresh Start Charter School.
4 I'm here on behalf of the school to speak to
5 the positive things that the school has done. My
6 daughter, who is with me today.
7 Please stand, Kaiko.
8 That's my daughter. She's been with Today's
9 Fresh Start since kindergarten, and she was also at
10 Golden Day School. She's now in the third grade.
11 I chose to put her in this school because my
12 local school, Inglewood Unified School District, did not
13 meet my standards. Today's Fresh Start has done an
14 outstanding job helping the students to achieve test
15 scores that are above where the local schools' test
16 scores are.
17 They offer many programs that local schools do
18 not offer. They have Saturday school for students that
19 miss during the regular school year -- during the
20 regular school, I apologize, to make up their academics.
21 There's after-school tutoring programs for the test
22 scores if they haven't met a certain acceptable

12.11.07 transcript.txt
23 percentage. They have after-school tutoring four hours
24 a week for students, and there's two one-hour sessions
25 that are after school.

0

31

1 There are a lot of positive things that Today's
2 Fresh Start is doing for our children, and it would be
3 sad to see their charter revoked, because there are
4 almost 600 students that would have to go back to their
5 home schools that are not meeting the needs that need to
6 be met.

7 So I thank you for the time.

8 PRESIDENT FREER: Thank you.

9 All right. That concludes our communication
10 section. There are no presentations. We're a little
11 late on the hearing.

12 In accordance with the public disclosure
13 requirements of AB1200 contained in Government Code
14 Section 3547.5A, the Los Angeles County Board of
15 Education will now hold a public hearing on the
16 California School Employee's Association known as CSEA
17 Tentative Agreement for 2006 through '09.

18 An agreement was reached with CSEA on September
19 27, 2007. Notice of said public hearing has been
20 published in a newspaper of general circulation and
21 posted within the Los Angeles County Office of
22 Education, Education Center, Education Center East, and
23 the Education Center Clark on November 20th, 2007.

24 A public hearing is now declared to receive
25 public reaction to the CSEA Tentative Agreement for

12.11.07 transcript.txt

0

32

1 2006-'09. Are there any persons who wish to speak in
2 favor of or in opposition to the CSEA Tentative
3 Agreement for 2006 through '09?
4 Mr. Shelton, are you going to the podium?
5 MR. SHELTON: I'm going to the bathroom.
6 PRESIDENT FREER: Oh, okay. Thank you.
7 Hearing no one wishing to speak either for or
8 against the CSEA Tentative Agreement for 2006 through
9 '09, the public hearing is declared closed.
10 Okay. The consent calendar recommendations are
11 approved, with one motion.
12 BOARD MEMBER SAENZ: Move approval.
13 BOARD MEMBER BEAUCHAMP: Second.
14 BOARD MEMBER PAPADAKIS: Second.
15 PRESIDENT FREER: Except those items pulled.
16 It was moved by Mr. Saenz, seconded by Mrs. Papadakis.
17 BOARD MEMBER PAPADAKIS: No, Mrs. -- she had
18 preceded me.
19 PRESIDENT FREER: Oh, I'm sorry,
20 Mrs. Beauchamp.
21 BOARD MEMBER PAPADAKIS: Yes, Mrs. Beauchamp.
22 PRESIDENT FREER: Any discussion?
23 BOARD MEMBER WAUGH: Yes.
24 PRESIDENT FREER: Mrs. Waugh.
25 BOARD MEMBER WAUGH: I'd like to ask, on

0

33

12.11.07 transcript.txt

1 Project Funds Number 6, the CTE money, is there a reason
2 why L.A. Trade Tech was not included, or are you not
3 doing work with them? I thought they were very involved
4 in Camp Gonzales and --

5 MALE SPEAKER: (Inaudible).

6 BOARD MEMBER WAUGH: It's not very much, I
7 know. Oh, your mike, yeah. So we're not going to at
8 all include L.A. Trade Tech?

9 MALE SPEAKER: Not with this funding, but we
10 are working with them.

11 BOARD MEMBER WAUGH: Because I know you are.

12 MALE SPEAKER: Right, specially for this -- for
13 the camp program itself. But we are working the
14 preliminary arts program, both at Mission College and
15 with L.A. Trade Tech.

16 BOARD MEMBER WAUGH: So -- but --

17 MALE SPEAKER: And, in fact, we're expanding
18 the culinary arts program to Afflebaugh Page as well.

19 BOARD MEMBER WAUGH: So maybe at some other
20 time we may see something else that --

21 MALE SPEAKER: You'll see something.

22 BOARD MEMBER WAUGH: -- where you collaborate
23 with L.A. Trade Tech?

24 MALE SPEAKER: Correct.

25 BOARD MEMBER WAUGH: Because I think they're a

0

34

1 big part of what we're doing.

2 MALE SPEAKER: Yes, they are.

3 BOARD MEMBER WAUGH: Thank you. Okay.
Page 30

12.11.07 transcript.txt

4 PRESIDENT FREER: Thank you.
5 Any other -- Mrs. Anderson? Oh, for something
6 else? Okay. Fine. Thank you.
7 Then we will move to Roman numeral --
8 BOARD MEMBER WAUGH: Did you take a vote?
9 PRESIDENT FREER: A vote. All those in favor?
10 (All say aye.)
11 PRESIDENT FREER: Opposed?
12 FEMALE SPEAKER: None.
13 BOARD MEMBER WAUGH: None.
14 PRESIDENT FREER: Okay. We'll move to item
15 number -- Roman numeral VI, recommendations. May I have
16 a motion for the approval of Budget Revision No. 2?
17 BOARD MEMBER WAUGH: Move approval of Budget
18 Revision No. 2.
19 BOARD MEMBER SAENZ: Second.
20 BOARD MEMBER PAPADAKIS: Second.
21 PRESIDENT FREER: Moved by Mrs. Waugh, seconded
22 by Mrs. Papadakis. Discussion?
23 BOARD MEMBER WAUGH: Yeah, are you going to --
24 does Mr. Shelton come first?
25 PRESIDENT FREER: Mr. Shelton, did you want to

0

35

1 make a preliminary remark?
2 MR. SHELTON: Thank you. Thank you, Madam
3 President.
4 Again, Budget Revision 2 increases revenues and
5 expenditures based on information received after Budget
6 Revision 1. The net results will be an increase in
Page 31

12.11.07 transcript.txt

7 revenues of approximately \$35.5 million, and an increase
8 in expenditures of \$47 million, with a projected ending
9 balance of \$27.13.

10 As you'll recall, this budget revision does
11 update our provisions, and it does reflect the fact that
12 we continue to have a level of deficit spending.

13 There were a number of board questions that
14 came up as we reviewed this, both in the Finance
15 Committee and in the board report last week. One of the
16 key questions was on item number 2, in the reduction of
17 ADA in the ROP.

18 BOARD MEMBER WAUGH: Uh-huh.

19 MR. SHELTON: This is based on the fact that
20 our original budget was put together with information
21 provided from the State at the Governor's proposed
22 budget in January of last year.

23 Subsequently the State, based on a lack of
24 funds, has reduced the growth amount for ROP, and the
25 proportionate reduction for LACOE in restating its

□

36

1 revenue is a reduction of 54 ADA. In other words, they
2 just didn't fund that additional growth.

3 There was a question that I believe the
4 Superintendent answered, but I will re-emphasize it, and
5 that was with the Math Star grant. She is correct, and
6 was corrected at the announcement, that the federal
7 government had ceased funding that particular program.

8 There were a couple of other questions, and I
9 think Mrs. -- I was looking for Ms. Smith. She was

12.11.07 transcript.txt

10 going to check, and since she's not here we'll have to
11 provide you it. It was more to understand two of the
12 grants. One was the Community Challenge grant.

13 BOARD MEMBER WAUGH: Uh-huh.

14 MR. SHELTON: And that's not her coming in,
15 so -- and the other was -- was the which?

16 BOARD MEMBER WAUGH: The community based.

17 MR. SHELTON: The community based tutoring
18 program. And so we'll have to -- we still don't have
19 that information, so we'll have to provide that to you
20 in the Friday letter, which was -- I believe the
21 questions were more on the content and types of programs
22 and students that were being served, rather than on the
23 budget material itself. So we'll certainly provide you
24 that information.

25 PRESIDENT FREER: Excuse me, I think those

D

37

1 items are listed in our program today, those tutoring
2 programs.

3 MALE SPEAKER: Those are for SCS. They're a
4 little bit different than the one Mr. Shelton is
5 referring to. That CBAT program will be funded, but I
6 think you wanted to know the number of students that
7 were served.

8 PRESIDENT FREER: Oh, okay. So it's not the
9 same?

10 MR. SHELTON: No. And we'll get you that
11 information.

12 BOARD MEMBER SAENZ: Ms. Smith is here now.
Page 33

12.11.07 transcript.txt

13 BOARD MEMBER WAUGH: Oh.
14 MR. SHELTON: Mrs. Smith is here now.
15 PRESIDENT FREER: Mrs. Smith.
16 MR. SHELTON: As I've been informed by
17 Ms. Smith, we're still going to have to do a little bit
18 more research. We'll provide you the information in the
19 Friday memo of the superintendents.
20 BOARD MEMBER WAUGH: Can I ask a question?
21 PRESIDENT FREER: Who has the mike on?
22 Mrs. Waugh.
23 BOARD MEMBER WAUGH: Mr. Shelton, are we -- the
24 funds that we receive from Plaza for the repayment,
25 we'll see that in another revision, is that it, or what?

□

38

1 MR. SHELTON: We'll be bringing that
2 information back to you in the Finance Committee.
3 Certainly -- in fact, let me call Ms. Smith or
4 Ms. Younglove to the podium.
5 We provided an update, an oral update, at the
6 Finance Committee meeting with regards to the completion
7 of the transaction for the Birchbarch building.
8 Certainly the federal interest requires a certain
9 remuneration to the federal government. However, a
10 substantial, though not a complete, repayment to LACOE
11 for disallowed costs will be made.
12 BOARD MEMBER WAUGH: Right. So --
13 MS. YOUNGLOVE: I'm sorry, what was the
14 question on Plaza?
15 MR. SHELTON: Birchbarch, the net proceeds.
Page 34

12.11.07 transcript.txt

16 BOARD MEMBER WAUGH: Yeah.

17 MS. YOUNGLOVE: We received \$2.55 million from
18 the Birchbarch building. There is still an outstanding
19 balance of Plaza, disallowed costs of -- oh, I'm sorry.
20 Good afternoon, President Freer.

21 PRESIDENT FREER: Great. Proceed.

22 MS. YOUNGLOVE: There is still an outstanding
23 \$71,000. We've given them two years to repay that. But
24 other than that, their disallowed costs are all cleared.

25 BOARD MEMBER WAUGH: But we --

□

39

1 MS. YOUNGLOVE: But a check has been deposited,
2 and it will be in the next budget revision.

3 BOARD MEMBER WAUGH: That was my question. We
4 should see that in the next budget revision?

5 MR. SHELTON: Yes.

6 BOARD MEMBER WAUGH: Thank you.

7 PRESIDENT FREER: No other questions? Still --
8 in summary, we still -- our expenditures exceed our
9 income.

10 MR. SHELTON: Current year expenditures,
11 correct.

12 PRESIDENT FREER: And then also I don't think
13 you made mention of the fact that our reserve is less
14 than 3 percent.

15 MR. SHELTON: The reserve as quoted in the
16 budget revision, which is different than what we
17 submitted as the first interim report, does show us
18 dipping below the 3 percent board/superintendent target

12.11.07 transcript.txt

19 area.

20 Again, we would -- there are a number of
21 revenues that LACOE is pursuing that we have some
22 expectations of receiving, and that could raise that
23 amount.

24 What's not included in Budget Revision 2 is
25 directions that the superintendent has provided, that we

0

40

1 did update the board and the Finance Committee for
2 expenditure controls in our ed programs area.

3 What we will do in the projections again, we
4 should see evidence of a rebenching of class size in
5 several of the ed programs areas, and we are hopeful to
6 see some of the revenue enhancements in our next budget
7 revision, and that would reflect movement in the
8 direction of that 3 percent.

9 That being said, as the board is aware, the
10 deficit projections are structural, and it will continue
11 to erode LACOE's financial position in the future.

12 PRESIDENT FREER: Any other comments? Hearing
13 none, all those in favor?

14 (All say aye.)

15 PRESIDENT FREER: Opposed? Oh, thank you,
16 we've now approved the Budget Revision Number 2.

17 Item B under 6 is approval of the annual budget
18 and service plan for the Los Angeles County Office of
19 Special Ed.

20 BOARD MEMBER WAUGH: Move approval.

21 BOARD MEMBER BEAUCHAMP: Second.

12.11.07 transcript.txt

22 PRESIDENT FREER: Moved by Mrs. Waugh, seconded
23 by Mrs. Beauchamp. Discussion?
24 BOARD MEMBER WAUGH: No.
25 PRESIDENT FREER: Any discussion?

0

41

1 BOARD MEMBER BEAUCHAMP: No.
2 PRESIDENT FREER: Okay. It sounds like you're
3 ready for a vote.
4 BOARD MEMBER WAUGH: Yeah.
5 PRESIDENT FREER: All those in favor?
6 (All say aye.)
7 PRESIDENT FREER: Opposed? Thank you.
8 Now we're at Item C, recommendation of
9 certification, certification of provisions of standards
10 of line and structural materials. May I have a motion?
11 BOARD MEMBER ANDERSON: Move approval.
12 PRESIDENT FREER: Moved by Mrs. Anderson.
13 BOARD MEMBER WAUGH: Seconded.
14 PRESIDENT FREER: Seconded by Mrs. Waugh. Any
15 discussion? No discussion. Okay. Are you ready for
16 the vote?
17 BOARD MEMBER BEAUCHAMP: Yes.
18 PRESIDENT FREER: All those in favor?
19 (All say aye.)
20 PRESIDENT FREER: Opposed? Hearing none, we go
21 to Item D, a decision on the revocation of the charter
22 of Today's Fresh Start Charter School. Do I hear a
23 motion?
24 BOARD MEMBER SAENZ: Move approval.
Page 37

12.11.07 transcript.txt

25 BOARD MEMBER BEAUCHAMP: Second.

0

42

1 PRESIDENT FREER: Moved by Mr. Saenz, seconded
2 by Mrs. Beauchamp. Discussion?

3 BOARD MEMBER ANDERSON: Yes.

4 PRESIDENT FREER: Mrs. Anderson, is your light
5 on?

6 BOARD MEMBER ANDERSON: Actually, I would
7 prefer to hear from the more seasoned board members.

8 PRESIDENT: Oh, well, then who's seasoned? Who
9 wants to speak? Mrs. Gilbert-Lurie.

10 BOARD MEMBER GILBERT-LURIE: Well, I have a --
11 I guess a key question on -- I'd like to hear from LACOE
12 and understand what attempts were made on our part to
13 sit down and talk and try to resolve differences.

14 SUPERINTENDENT ROBLES: Well, I'll begin by the
15 letter that Mr. Parker did send to me, and I did respond
16 back and asked him to contact Dr. Delgado for a meeting.

17 We also, at the board's discussion or
18 direction, asked the California Charter Schools
19 Association to assist us in mediation, and we began to
20 do that to address some of the issues. But as was
21 stated by the association, and also shared by others,
22 but it was difficult to do that with litigation on the
23 table. And so we asked them to help kind of broker the
24 conversation. But as was stated by the California
25 Charter Association, it was something they chose not to

0

12.11.07 transcript.txt

43

1 do and was not able to do.

2 But prior to that, I think Dr. Delgado and
3 Ms. Lem have had different opportunities to express or
4 request to meet, so if Ms. Lem or Dr. Delgado would like
5 to refer to that. But that's the part when I responded
6 to Dr. Parker's letter.

7 BOARD MEMBER GILBERT-LURIE: Okay. And so I
8 just want to -- and stay there, Dr. Delgado, because I
9 want to hear what took place on our part. Because
10 obviously there is a cost to closing -- there is a big
11 cost to closing a school, and to the -- you know, we
12 understand that there are real children connected with
13 this school, and a lot of effort went into creating it
14 to begin with.

15 Just to be clear, Dr. Parkers, we also are only
16 looking at what we think is best for the children. And
17 that's why board members, such as myself, drive three
18 hours each direction to get here on Tuesdays. We really
19 have no other interest in being here besides creating
20 the strongest schools possible for our children.

21 There's -- every time one school exists,
22 though, it draws resources from other schools, too. And
23 we're always balancing all the interests involved from
24 where we sit, and you're doing the best you can from
25 where you sit. We all play different roles, but I think

0

44

1 every person in this room, certainly staff, and we know

12.11.07 transcript.txt

2 all of your staff, are here for the benefit of children.

3 That said, were we to be able to come together
4 and figure out a way to correct the problems, to me that
5 would be the more ecological way to proceed at this
6 point, since the school already exists, and to proceed
7 with very tight reigns on the school for a period of
8 time and see whether things could be corrected.

9 So I would like to know -- I'd like to
10 understand -- and I know we do this all the time. So
11 I'd like to understand why clearly we feel this has been
12 so difficult in this situation.

13 SUPERINTENDENT ROBLES: And I'm going to defer
14 to Dr. Delgado after I make this one comment. I think
15 you heard me say at a study session in August that from
16 my perspective, and I'm only speaking from my viewpoint
17 as superintendent, that when I send staff as part of
18 their responsibility and authority under my behalf, and
19 under your behalf as the authorizer, to go and
20 investigate and to meet with staff, and they are hit by
21 a resistance that doesn't allow us to do our job, it
22 begins to put in that barrier of how do you sit down and
23 have a conversation.

24 BOARD MEMBER GILBERT-LURIE: Right.

25 SUPERINTENDENT ROBLES: And I said at that

□

45

1 meeting, I think it was in August or September, where
2 there's the philosophical differences, but more than
3 philosophical differences is a different interpretation
4 of the law.

12.11.07 transcript.txt

5 There is a belief, I sense, from the charter
6 school that LACOE did not have that authority, that
7 LACOE did not have the authority to go in, observe, talk
8 independently to teachers, without being supervised by
9 the administrator, talk to staff, be part of, you know,
10 conversation to work out, based on our responsibility.
11 And the charter school saying no, that you're not
12 allowed to do that.

13 And that basic fundamental difference in
14 interpretation is what I believe set us on a course of
15 where we would sit down, because that could never be
16 resolved. There was this belief on the charter school's
17 side that we had no authority to go in and investigate
18 and talk independently to staff or to do our due
19 diligence as representatives of this board.

20 BOARD MEMBER GILBERT-LURIE: Okay.

21 SUPERINTENDENT ROBLES: And so that's, I think,
22 where it began. But even prior to that there was some
23 conversations, and that's the part where I'd like
24 Dr. Delgado to talk about and start with that
25 chronology.

0

46

1 BOARD MEMBER GILBERT-LURIE: Okay. And then I
2 know -- Dr. Parker, you're shaking your head. And I
3 will ask you a question afterwards, but I'd like to hear
4 the full answer to my question from LACOE staff first.

5 DR. DELGADO: Just as a reminder that we are
6 talking about the three areas that we brought to the
7 board, and that encompasses the governance, the testing

12.11.07 transcript.txt
8 irregularity, and the Corrective Action Plan.

9 And on the testing irregularity, we did share,
10 on both June 4th and June 14th, which was a week and
11 three weeks after we had received the initial complaint
12 from -- or the concern from the teacher, we did -- I
13 personally wrote a letter to Today's Fresh Start, to
14 Dr. Parker, and informed her that there was an
15 investigation that was going to occur.

16 So we also, at the same time that we were
17 trying to determine what our next steps were going to
18 be, one of the things that we automatically do, even
19 with ed programs, because I was part of that, is call
20 CDE and inform CDE. So we did that at the same time.

21 We did not know of the timing. Our first
22 letter went out June 4th. I think that the person from
23 CDE went out there like June 3rd, whatever that Tuesday
24 was. So they -- we are not -- we were not able to tell
25 them when to go out or if they should go out. We just

0

47

1 reported it, and so -- but we did send them two letters.

2 What I'm going to read from, at the last -- at
3 a previous meeting a follow-up rely was requested from
4 the board members, and staff generated a memo on
5 November 29th, and that was sent to the board. And so
6 what I'm going to read from, in direct response to your
7 request, Mrs. Gilbert-Lurie, was the reasonable
8 opportunities that were provided to remedy the
9 violations.

10 And so the first one is the one for the testing

12.11.07 transcript.txt
11 irregularities. And when we conducted the
12 investigation -- and it was not a dispute at that time,
13 it was an investigation of the complaint that had come
14 to LACOE from teachers, and concerns that had come to
15 LACOE from teachers -- Dr. Robles felt that the
16 investigation needed to occur. And we also invited
17 Today's Fresh Start to be part of that investigation and
18 to come in for some interviews, and they declined to
19 come in. They had conducted their own investigation, as
20 was shared with you earlier, and so they did not feel
21 that they needed to come in for the investigation or to
22 meet with LACOE.
23 BOARD MEMBER GILBERT-LURIE: Okay. Can you
24 stop for one minute?
25 DR. DELGADO: Sure.

0

48

1 BOARD MEMBER GILBERT-LURIE: Because I want to
2 hear just how -- because they're shaking their heads no.
3 we keep going around in circles where we're kind of
4 saying one thing and another. We have to make a
5 decision today in a period of time. So I want to
6 understand where there's -- philosophical disagreement
7 is one thing, but where one person is saying one thing
8 happened, another person is saying another thing
9 happened, I just want to maybe --
10 Dr. Parker, maybe you could stand nearby or
11 something and -- you know, just addressing that fact
12 right now. You were invited to come in and discuss this
13 situation. And are you saying you declined?

12.11.07 transcript.txt

14 DR. CLARK PARKER: No. What happened was, and
15 the facts are -- we went back yesterday and reviewed all
16 of the memorandums. We received a letter directly from
17 Mrs. Lem that stated that we are now doing our
18 investigation. We had -- well, first of all, I need to
19 start back.

20 We wrote a letter directly to Dr. Robles in
21 June, asking and stating that these are all the areas.
22 We need to be included in the process. They said no,
23 you're not going to be included in the process. We're
24 going to do our own investigation, period, without you.
25 That is against the policy. That is against everything.

0

49

1 The letter that we wrote, Dr. Parker wrote a
2 four-page letter to Dr. Robles outlining all the
3 concerns that we had, that we have not been contacted to
4 be involved in the process.

5 BOARD MEMBER GILBERT-LURIE: Okay. Wait.

6 Dr. Delgado, what are you saying they were
7 invited to?

8 DR. DELGADO: I have a letter that's dated on
9 June 25th. They were invited, "As you know, the Charter
10 School Office is facilitating the scheduling of
11 interviews and would like to offer you the opportunity
12 to provide input. Please call the Charter School Office
13 on Thursday, June" -- "by Thursday, June 28th, to
14 schedule an interview. Thank you for your timely
15 cooperation."

16 The response -- and these are all in your CAP

12.11.07 transcript.txt
17 binders. The response from Today's Fresh Start is quite
18 lengthy. But the gist of it, and I'm quoting from
19 Dr. Jeannette Parker, is, "we, however, cannot and will
20 not agree to accept your bad-faith request for an
21 interview which constitutes nothing more than to demand
22 to interrogate us. Accordingly, we will not be
23 contacting LACOE to schedule interviews." And there was
24 a lot more communication in this memo.
25 BOARD MEMBER GILBERT-LURIE: Okay.

□

50

1 DR. CLARK PARKER: The memo that Dr. Delgado is
2 reading from stated right at the beginning that "Come
3 down and let us interview you." Not come down and be a
4 part of the process, or how are we going to conduct the
5 investigation.

6 This letter was sent after -- she said June
7 25th. The letter that we sent to them asking to be
8 included in the process was prior to that date, the
9 letter that we had written directly to Dr. Robles.

10 Let me go back and add --

11 BOARD MEMBER GILBERT-LURIE: I just -- I need
12 to -- since I asked the specific question, I --

13 DR. CLARK PARKER: And I'm trying to be very
14 specific directly to that.

15 BOARD MEMBER GILBERT-LURIE: I know, but I have
16 so many questions. And I know that my colleagues are
17 going to be very upset with us if I let you go on beyond
18 my --

19 BOARD MEMBER WAUGH: Yeah.

12.11.07 transcript.txt
20 DR. CLARK PARKER: Well, I didn't want to go
21 on. But I do need to state this. Our basic concern was
22 that Element N of our charter says anytime there is a
23 dispute, for all reasons, be they employees, be they
24 with parents, or whatever, there is a procedure that has
25 to be followed.

0

51

1 Now, that's what this board agreed to, and
2 that's all we ask that would be implemented, that we
3 follow what we have already come to with a contractual
4 relationship under Element N. That's what we asked for,
5 and we were told no, directly by Mrs. Lem and by
6 Dr. Robles, that "we will not follow that. We are now
7 doing our own investigation, separate and apart from
8 you."

9 BOARD MEMBER GILBERT-LURIE: Okay. So let me
10 just ask one other question, and it goes directly to
11 that.

12 DR. CLARK PARKER: Uh-huh, uh-huh.

13 BOARD MEMBER GILBERT-LURIE: I want to
14 understand between Dr. Robles, Ms. Lem and Ms. Gale,
15 this issue of their charter and dispute resolution, our
16 policy, and the law regarding charter schools and our
17 responsibility to investigate problems. We have three
18 main issues: We have the issue of the governance, we
19 have the issue of --

20 PRESIDENT FREER: Testing.

21 BOARD MEMBER GILBERT-LURIE: -- the testing
22 irregularities, and then we have the Corrective Action

12.11.07 transcript.txt
23 Plan. I want to understand in which cases are we --
24 which cases does the charter policies --
25 SUPERINTENDENT ROBLES: Dispute resolution.

0

52

1 BOARD MEMBER GILBERT-LURIE: -- of dispute
2 resolution control the way we need to go about resolving
3 disputes and investigating potential wrongs, and in
4 which case do we proceed without that involvement. I
5 need to understand that.

6 SUPERINTENDENT ROBLES: Ms. Gale, I think,
7 would probably give a better summary than I can on that.

8 MS. GALE: Let me at least start to answer
9 that, Mrs. Gilbert-Lurie.

10 The county superintendent and this board, in
11 two separate functions, one as the county superintendent
12 and one as the authorizer of the charter school, have
13 independent duties to monitor, which do not require the
14 participation or the acquiescence of the charter school.
15 In fact, it may negate the effectiveness and the purpose
16 of that independent monitoring, so in --

17 BOARD MEMBER GILBERT-LURIE: And where is that
18 in writing? Because I need to be able to hold both
19 things in front of me in writing at the same time.

20 MS. GALE: We have provided that in our
21 responsive materials. To quote both the statutory bases
22 for that, I don't have them at my fingertips.

23 BOARD MEMBER GILBERT-LURIE: Okay. If someone
24 could get that for us.

25 PRESIDENT FREER: Are they in the notebooks we

12.11.07 transcript.txt

0

53

1 have?
2 BOARD MEMBER PAPADAKIS: Do we have them in our
3 binders?
4 SUPERINTENDENT ROBLES: I know, Ken, you have
5 my statutory responsibilities. As a county
6 superintendent I have the right to go and complete an
7 investigation apart from any dispute resolution. And I
8 know Ken, you've quoted that Ed Code to me, and now I'm
9 a blank with it.
10 MR. SHELTON: And you would catch me.
11 SUPERINTENDENT ROBLES: Right.
12 MR. SHELTON: I can look it up real quickly.
13 SUPERINTENDENT ROBLES: If you can. If you
14 can.
15 MR. SHELTON: Yes, we can. There is that.
16 MS. GALE: Thank you again.
17 Dr. Delgado just provided me, it's Education
18 Code Section 47604.4, that is part, I believe, of the
19 charter school's law, subtitled "Monitoring and
20 Investigating Charter Schools."
21 BOARD MEMBER GILBERT-LURIE: Okay. So I'd like
22 to see a copy of that, please, and maybe someone could
23 read it. But then I think the question comes up where
24 we go from an investigation to once there is an issue of
25 dispute resolution, right? They're two separate --

0

54

12.11.07 transcript.txt

1 SUPERINTENDENT ROBLES: Right.
2 BOARD MEMBER GILBERT-LURIE: -- issues,
3 arguably.
4 SUPERINTENDENT ROBLES: And I think that's --
5 well, I was going to say that's the heart of the
6 difference. They claim that this investigation is to be
7 solved under a dispute resolution. There is no dispute
8 on an investigation. If I have the authority to
9 investigate a complaint, we don't discuss together let's
10 have a dispute resolution. Those are -- a dispute
11 resolution is for a different purpose, not to conduct an
12 investigation. And I think that's, again, at the heart
13 of what my authority is versus what they believe my
14 authority is.
15 And so that's at the heart of the difference.
16 Because I wouldn't sit down, as county superintendent,
17 if there is an irregularity, and I have it under my
18 jurisdiction, I'm not going to sit down with the
19 superintendent or a school board to say we're going to
20 discuss whether this is an investigation or not. It is
21 an investigation. It's not a dispute resolution issue.
22 BOARD MEMBER GILBERT-LURIE: Okay. Can you
23 explain to me so I understand, then --
24 PRESIDENT FREER: Are you addressing this to
25 Ms. Kim?

0

55

1 BOARD MEMBER GILBERT-LURIE: Yes.
2 what does constitute a dispute?
3 SUPERINTENDENT ROBLES: When Element N would be
Page 49

12.11.07 transcript.txt

4 in a dispute resolution between the authorizer and the
5 charter school.

6 MS. GALE: In order to complete our last
7 answer, too, I would cite the board to Board Policy
8 6650, which does talk about monitoring and reporting.
9 "The LACOE board and designated staff shall monitor all
10 charter schools granted by the LACOE board on an ongoing
11 basis. The LACOE board and LACOE staff may inspect or
12 observe any part of the charter school at any time."

13 And that's exactly what happened with the
14 history of this particular investigation, as you may
15 remember from our presentation on October 2nd and
16 October 9th.

17 BOARD MEMBER GILBERT-LURIE: They were
18 prevented from investigating, is that what you're
19 saying?

20 MS. GALE: I think a better -- a way I would
21 put it is that Element N would come at a point where we
22 understood enough of the facts to frame a dispute, and
23 either side, either the authorizing agency and its
24 representatives or the charter school, may invoke
25 Element N.

0

56

1 I think we will not know in this particular
2 case, because cooperation was denied us by the charter
3 school. And, in fact, we had to go all the way through
4 and complete the charter school, notwithstanding the
5 presence of litigation to enjoin us from continuing the
6 investigation.

12.11.07 transcript.txt

7 So I think we will not know, based again on
8 what Dr. Robles said about the resistance, we will
9 not -- we were not able to bilaterally reach a kind of
10 agreement or consensus about what was happening at the
11 school for a lack of their cooperation.

12 And based on the information as we received it,
13 we had no alternative but to complete the investigation,
14 and at that point attempt to remedy what we knew, and
15 give the charter school an opportunity to address that
16 information which was conveyed to us. And, hence, you
17 had the CAP document.

18 BOARD MEMBER GILBERT-LURIE: Okay. I just want
19 to make sure I understand this. We had issues we needed
20 to investigate because wrongs were reported to us. We
21 tried to investigate, which we have a right to do, and
22 we were precluded from doing that?

23 MS. GALE: No, we were not precluded. We went
24 forward, notwithstanding the presence or the -- their
25 interposing of litigation to enjoin us from doing so.

0

57

1 My point is that Element N requires a certain
2 level of back and forth cooperation. And barring that,
3 we have to revert to our statutory and board policy
4 obligations to go forward and complete.

5 BOARD MEMBER GILBERT-LURIE: Maybe you could
6 just put Element N in front of me so I can have that.

7 MR. AMIR: If I may, this is Michael Amir. I
8 represent Today's Fresh Start.

9 BOARD MEMBER GILBERT-LURIE: Okay. What I'm

12.11.07 transcript.txt

10 trying to do, the only reason I'm not -- I know you have
11 something to say. I promise I will ask you all the
12 questions. I have questions I need to ask staff first
13 to -- so we can be specific enough with you. So
14 obviously this is not the hearing, and I don't want to
15 turn it into one, which will, as I said, annoy my
16 colleagues and not be appropriate.

17 So let us get at our questions. I will ask
18 you --

19 SUPERINTENDENT ROBLES: Dr. Delgado.

20 MR. AMIR: Can I just clarify one thing, ma'am?

21 BOARD MEMBER GILBERT-LURIE: Yes.

22 MR. AMIR: It's not a dispute, it's any
23 controversy. And so it's not limited just to disputes,
24 but it's broad.

25 BOARD MEMBER GILBERT-LURIE: Okay. I'm reading

0

58

1 the language in front of me.

2 PRESIDENT FREER: She can speak on that mike.

3 BOARD MEMBER GILBERT-LURIE: So hopefully my --

4 BOARD MEMBER PAPADAKIS: Question.

5 BOARD MEMBER GILBERT-LURIE: -- three years in
6 law school will help me read the statute. Thank you.

7 Okay. And then I had one other question, and
8 then I'll turn it over and I'll come back.

9 The lawsuit, Clark Parker made reference to
10 what the lawsuit was about, and that it was merely
11 brought to bring us to -- is our -- let me just ask this
12 in a more general sense to at least our general counsel,
Page 52

12.11.07 transcript.txt

13 and you could -- or other counsel that's in the room, if
14 you want.

15 But is your understanding of the lawsuit the
16 way they presented it in the presentation to us today,
17 in terms of that the lawsuit was simply brought to
18 require us to talk? Ms. Gale, do you understand what
19 I'm asking?

20 SUPERINTENDENT ROBLES: Are you feeling
21 uncomfortable answering in public, in terms of --

22 MS. GALE: I need --

23 BOARD MEMBER GILBERT-LURIE: Well, I'm asking
24 if what we've heard today in public already is accurate
25 or not in their opinion. I'm not asking our side, I'm

D

59

1 asking what they -- if our understanding of what the
2 basis of their suit was was accurate.

3 SUPERINTENDENT ROBLES: Right. And I'm just
4 looking at her quizzical look and trying to figure out
5 what that quizzical look is, that's all.

6 MS. GALE: Our interpretation of what that
7 lawsuit was about was to get a court determination that
8 in a relationship of the authorizer and a charter
9 school, that the authorizer did not have the right to
10 perform monitoring or investigations without the consent
11 of the charter school.

12 And that it, in fact, went farther than to just
13 ask us to meet with them, which a simple letter or a
14 phone call would have done, but rather to get a court
15 determination to enjoin us from continuing what was

12.11.07 transcript.txt

16 already underway after they had declined to participate.

17 BOARD MEMBER GILBERT-LURIE: Okay. Thank you.

18 I do have more questions, but I'm going to
19 yield to my colleagues.

20 BOARD MEMBER ANDERSON: Am I the only one who
21 wants to speak at this point?

22 BOARD MEMBER WAUGH: Uh-huh.

23 PRESIDENT FREER: At this point. Some of us
24 might later. Go ahead.

25 BOARD MEMBER ANDERSON: I am new --

□

60

1 PRESIDENT FREER: Put your mike on.

2 BOARD MEMBER ANDERSON: I am the newest member
3 of this board, having started after the first of July.
4 And I commend the staff for putting together the
5 information that they provided to us, and I commend
6 Today's Fresh Start for responding, unfortunately, as
7 voluminously as you have, because we -- my back is in
8 great serious problems.

9 But I want to let you know in advance, as a new
10 person on the board, that I'm going to vote against the
11 motion, not because I don't agree that Today's Fresh
12 Start has given us some serious problems, but because I
13 asked -- well, first of all, I telephoned the
14 superintendent when I first got some kind of clear
15 understanding of this early in July or early August, and
16 I said, "This should not go any further. It needs to be
17 mediated." I believe in mediation. I don't believe in
18 litigation, although I'm a lawyer and I make money that

12.11.07 transcript.txt

19 way.

20 But I'm going to go -- you're going to Element
21 N and all of that. But I'm going to go to 46706C and
22 talk about why a charter should be revoked, and ask the
23 question that we've been talking about.

24 Most -- a lot of the things that I have
25 concerns about, the \$300,000 loan and the leases, this

0

61

1 information was available in 2003, 2004, 2005.
2 Additionally, the financial information was reported in
3 the audit reports. And one of the responsibilities of
4 the superintendent --

5 Can you pass me that, my pages?

6 PRESIDENT FREER: The pages with the markings?

7 FEMALE SPEAKER: Oh, this?

8 BOARD MEMBER ANDERSON: Yeah.

9 SUPERINTENDENT ROBLES: There's two of them.

10 PRESIDENT FREER: Two.

11 BOARD MEMBER ANDERSON: It says that, "LACOE
12 shall monitor" -- "LACOE board and designated staff
13 shall monitor all charter schools." And my concern at
14 this point, and my unreadiness to move forward on
15 recommending termination, is if we had a lot of this
16 information in 2003, 2004, 2005, why does it all just
17 come to us in a blizzard in 2007 when the charter
18 renewal is up? That's my first question.

19 PRESIDENT FREER: To whom?

20 BOARD MEMBER ANDERSON: To anybody.

21 PRESIDENT FREER: Would you like to respond,
Page 55

12.11.07 transcript.txt

22 Dr. Delgado?

23 MR. SHELTON: Since your questions -- I'll try
24 to address this. Since your questions deal with the
25 fiscal monitoring, we do have a regularized program of

0

62

1 fiscal monitoring of all of our charter schools. We
2 have, over the years, looked at increasing the level of
3 monitoring. And while that is not part of the
4 recommendation for revocation, there was a question
5 earlier that was somewhat responded to by an individual
6 today.

7 We do get the information from Today's Fresh
8 Start. The question that I was -- that was posed to me
9 as part of this discussion was are we getting all of the
10 information from Today's Fresh Start. And I said we --
11 after multiple requests, on occasion, we get the
12 information. Other charter schools, we get it back with
13 the first request. We've never said that they didn't
14 provide us the information that we've asked for, the
15 fiscal information.

16 So that is provided as part of the annual
17 fiscal report -- annual report of the charter schools.
18 There is an element that deals with the fiscal status.

19 BOARD MEMBER ANDERSON: Okay. So the
20 provisions in 47607C about revocation, we can say that
21 Today's Fresh Start has not failed to meet generally
22 accepted accounting principles and engaged in fiscal
23 mismanagement?

24 MR. SHELTON: I don't think that that's part of
Page 56

12.11.07 transcript.txt

25 the revocation recommendation, ma'am, no.

0

63

1 BOARD MEMBER ANDERSON: Okay.

2 MR. SHELTON: Nor are we saying that.

3 SUPERINTENDENT ROBLES: It's just listing the
4 causes.

5 PRESIDENT FREER: No, but what is LACOE's --

6 BOARD MEMBER ANDERSON: That's part of the
7 governance issue. It's part of the governance issue,
8 because -- the issue regarding the \$300,000 loan and the
9 leases is in the governance issue. And so I want --

10 MR. SHELTON: I'll defer to general counsel on
11 that one.

12 BOARD MEMBER ANDERSON: Okay.

13 MR. SHELTON: I'm not sure what the assertion
14 is. I don't have that in front of me.

15 BOARD MEMBER ANDERSON: Okay.

16 PRESIDENT FREER: I think what Mrs. Anderson is
17 referring to is the background information where you
18 give us four reasons.

19 BOARD MEMBER ANDERSON: That's the law.

20 PRESIDENT FREER: And that's the law, and the
21 third reason is the one she just stated.

22 MS. GALE: And in looking at the
23 recommendation, Ms. Anderson, on page 3 under paragraph
24 2, the third bullet, that is not the basis under
25 governance for which we are seeking revocation.

0

12.11.07 transcript.txt

64

1 PRESIDENT FREER: Page 3 of what we have in our
2 folder today?
3 MS. GALE: Yes.
4 PRESIDENT FREER: Okay.
5 SUPERINTENDENT ROBLES: Under "Board Action."
6 PRESIDENT FREER: Okay.
7 BOARD MEMBER ANDERSON: I've got too many
8 pieces of paper in front of me.
9 SUPERINTENDENT ROBLES: If you go to your board
10 items.
11 BOARD MEMBER ANDERSON: Okay.
12 PRESIDENT FREER: Okay. what's the number now?
13 MS. GALE: It's paragraph number 2, bullet 3.
14 PRESIDENT FREER: "These material violations"?
15 MS. GALE: Yes.
16 PRESIDENT FREER: Okay.
17 MS. GALE: Under the governance provisions we
18 are citing subsections 1 and 4, which are not the fiscal
19 mismanagement.
20 BOARD MEMBER ANDERSON: Okay. Let's go to 4.
21 PRESIDENT FREER: But those things have --
22 those issues were raised?
23 BOARD MEMBER ANDERSON: Yes, they were.
24 PRESIDENT FREER: whether they were a part of
25 it or not, they were raised?

0

65

1 BOARD MEMBER ANDERSON: I raised the issue,

12.11.07 transcript.txt
2 that's why I'm wanting to clarify that. I raised the
3 issue in the study session, because I was concerned and
4 I thought that there was some hanky-panky about the loan
5 and -- no, I'm not asking you to respond. I'm
6 clarifying things for myself and for the record, okay?
7 So let's go to number 4, "Violated Any
8 Provision of Law." We talked about The Brown Act, the
9 charter agreement, and what else?
10 MS. GALE: We also cited violations of the
11 Corporation's Code and the -- and Government Code
12 Section 1090 which deals with conflicts of interest.
13 BOARD MEMBER ANDERSON: Okay. And then when an
14 entity violates The Brown Act and/or the Corporations
15 Code with regard to its organization, there are remedies
16 for that. And among them are redoing the action that
17 was taken that was in violation of The Brown Act. Is
18 that not correct? It can publish --
19 MS. GALE: It is when the issue has been raised
20 by third-party outsiders. However, it is also a charter
21 violation, because they have agreed to abide by The
22 Brown Act, and is -- because it is a material charter
23 violation, is one of the four grounds for revoking the
24 charter.
25 BOARD MEMBER ANDERSON: Okay. But the

0

66

1 violations that are alleged against The Brown Act
2 occurred in 2003, 2004 or 2005, did they not?
3 MS. GALE: Correct.
4 BOARD MEMBER ANDERSON: And we are now in 2007.

12.11.07 transcript.txt

5 what happened between 2003 and 2007 that we didn't know
6 about these things?

7 MS. GALE: I think Ms. Delgado will provide,
8 again, the chronology.

9 DR. DELGADO: One of the things that happened
10 this year on -- because every year the charters have
11 provided an annual report to the board. And this year,
12 in March, we held a study session. I don't think you
13 were on board yet, Mrs. Anderson.

14 And during that study session the entire intent
15 was to -- was for us to receive input from the board as
16 to what did the board want to see in their annual
17 report, what elements, what sections. And we actually
18 came back. We had two sessions, but the first session
19 was on March 13th.

20 We charted all of the input that you provided
21 to us, and then what the Charter School Office did is it
22 went back and it researched and reviewed all the current
23 documents -- all the documents that we had currently in
24 place for the three charters. And we realized that
25 there were documents that the board -- and processes

0

67

1 that the board wanted in place for the annual report
2 that we did not have, we had some gaps for.

3 So Dr. Robles put together a generic letter
4 that went to all three charters. And then what we did
5 was we added specific information to each of those
6 letters specific to the charter. For example, not all
7 of them were adopted the same year, the same period. So

12.11.07 transcript.txt

8 we made them specific to the specific information for
9 each charter.

10 It was that letter that was sent out in the
11 middle of June that started really the meat and the
12 concrete documents, evidence, if you will, that
13 something was very much -- there was a dissidence
14 between what our expectation was for Today's Fresh
15 start.

16 All three of them provided information to us,
17 but the information that was provided from Today's Fresh
18 Start was -- there were quite a few gaps. We did an
19 analysis of the information, the documents that came
20 back from Today's Fresh Start. I put together, with the
21 help of other LACOE staff, and forwarded that to
22 Mrs. Lem and to Dr. Robles.

23 Dr. Robles then made a second request, this one
24 specific to Today's Fresh Start, asking for
25 clarification why did some of the documents that Today's

0

68

1 Fresh Start submit on the June 18th response, why were
2 those documents in contradiction to documents we had in
3 place from Today's Fresh Start prior.

4 There was a response, there was a timeline
5 given, and it was actually -- I think it was a
6 three-week timeline. But Today's Fresh Start, within a
7 week, a week and a half, responded to that second
8 request from Dr. Robles. And there were even more
9 inconsistencies and more discrepancies between what
10 Today's Fresh Start provided to LACOE at that time in

12.11.07 transcript.txt

11 response to the June 18th letter and documents that we
12 had in place.

13 And so that started really -- so when we say
14 that a lot of these discrepancies were there prior, and
15 why didn't we share those discrepancies with Today's
16 Fresh Start, it's the same thing as with the CAP, it's
17 not until -- although we do the monitoring and we review
18 each of the charters, it's not until there's a flash
19 point, a trigger point that causes us to do a lot more
20 investigating and reviewing of what's currently in
21 place, and then the correspondence back and forth.

22 So yes, the discrepancies go back to '03 to the
23 present. However, during the second letter, and even
24 when we put out the governance binder up to the current,
25 we still have not received an explanation or anything

□

69

1 that can clarify why so many discrepancies amongst
2 Today's Fresh Start, one list of board members to
3 another list, the minutes that don't -- are not
4 reflective of what is in the board agenda, discussions
5 during the meeting that were not agendized. And so we
6 still, to this day, have not received clarification,
7 explanation as to why so many discrepancies.

8 We made -- that matrix that was in your
9 governance binder was actually our attempt to try to
10 share with the board how these discrepancies looked from
11 year to year, and from document to document. Because on
12 the same year we might have three or four different
13 documents that had different board members listed, as an

12.11.07 transcript.txt

14 example.

15 And so everything that we shared with the
16 board, we shared with Today's Fresh Start. We were
17 hoping that at the next set of receipt of information
18 there would be clarification, there would be
19 edification, or they would, at the very minimum, have
20 said, you know, something is amiss here. Can we sit
21 down and talk about this.

22 But the reaction, instead, was more of what
23 Dr. Robles shared, and that is that we were -- we were
24 overstepping our boundaries, that we really did not have
25 the authority to ask them the questions.

0

70

1 BOARD MEMBER ANDERSON: Let me stop you.

2 PRESIDENT FREER: Let me ask you something.

3 You just made some words that triggered my thoughts.

4 You said a lot of the things were not addressed unless
5 they were triggers.

6 DR. DELGADO: Uh-huh.

7 PRESIDENT FREER: Trigger points. And to me
8 the trigger points in terms of this charter seem to be
9 testing irregularities and the high-priority funding.
10 Those seem to have been the trigger points that caused
11 you to go in depth.

12 DR. DELGADO: For the CAP, for the Corrective
13 Action Plan, all of those items that were in the
14 Corrective Action Plan were directly linked, absolutely,
15 to information we received from teachers, not one, not
16 two teachers, but more than several teachers where they

12.11.07 transcript.txt

17 actually shared with us deep concerns that they had had
18 since they had been working at the charter school.

19 We -- Mrs. Gale had shared with you earlier
20 that we proceeded with our investigation. But in
21 essence, and one of the things I wanted to share, was we
22 really only interviewed the bulk of the teachers at one
23 of the schools, because by the time we really started
24 interviewing Today's Fresh Start about the concerns, the
25 message had gone out at a public meeting that the

0

71

1 preference was not -- for the teachers not to interview
2 with LACOE. And this was told to us by a number of
3 teachers who had attended a meeting.

4 So the CAP, yes, was definitely in response to
5 a number of concerns just very similar, and I was not on
6 board, so I would have to defer to my colleagues, but
7 that was very similar to the concerns that came from
8 Odyssey, the concerns that had developed when CSEA was
9 having those issues with special ed, very -- again, you
10 know, trigger points.

11 We're not there in their face, so we're not
12 there day in and day out. We don't know that these
13 issues are there until they surface because somebody
14 brings them to our attention. And then when we do, then
15 our expectation is to be able to have the charter school
16 provide a resolution. In the other two case situations
17 that did occur, but with Today's Fresh Start that has
18 yet to occur.

19 PRESIDENT FREER: Okay.

12.11.07 transcript.txt
20 DR. CLARK PARKER: Mrs. Anderson, may I please
21 make one comment? I keep hearing this statement. On
22 October 18th, two days after this board had voted of
23 their intent to revoke, we sent a letter directly to
24 Dr. Delgado.
25 I notice that in all of this conversation,

□

72

1 after all of the acrimony itself had gone by and your
2 board voted and said let's get together and sit down and
3 talk, why can't Dr. Delgado say, "I told them we won't
4 go and sit down with them." She just said, "well, we
5 heard all of these things, we heard all of these
6 questions." Why didn't we just sit down and get
7 together? We asked to sit down and get together, and
8 she said no.
9 PRESIDENT FREER: Mrs. --
10 BOARD MEMBER GILBERT-LURIE: I hear your -- I
11 hear your question, but let us keep asking our
12 questions, because really, at the end of the day,
13 Dr. Delgado is not on trial. And we're trying to figure
14 out if this is a charter school that should be revoked
15 or not.
16 So here's my question to you. You know what
17 LACOE's issues are. Which of these issues do -- which
18 of these issues, in your opinion, are not resolvable?
19 Which of -- you know what LACOE thinks needs to be done
20 on each of these issues. Are these issues, in your
21 opinion, resolvable or not? Are there -- where do you
22 disagree with LACOE in terms of what they feel needs to

12.11.07 transcript.txt

23 be done?

24 DR. CLARK PARKER: We don't disagree with
25 anything. We have submitted everything that we felt

□

73

1 that was there. Every time we submit something, there
2 is something else.

3 We would be willing to sit down with them and
4 sit down and say tell us exactly what you want. We
5 didn't submit 1,700 pages of paper with the intent in
6 saying just go fly a kite LACOE. What we did, we tried
7 to basically submit the documents that we felt that
8 would basically meet each one of the CAPs.

9 BOARD MEMBER GILBERT-LURIE: Right. I mean, I
10 have never seen a situation -- I mean, you kind of
11 answered my question. If your answer is nothing is not
12 resolvable in terms of LACOE's issues, that was my
13 question.

14 But my -- I mean, I have never seen a situation
15 like this. Because what it feels like to me is that
16 somehow in the way that you communicate with LACOE, they
17 are not taking this as that there is an ability to work
18 together.

19 And there is something -- it might not be the
20 law in a sense, but when you go to an entity and want to
21 be chartered by that entity, it seems that what
22 underlies the spirit of the agreement is a willingness
23 to work together.

24 And yes, ultimately the courts are a last
25 result. Ultimately we can bring in a busload of kids,

12.11.07 transcript.txt

□

74

1 we can bring in legislators. But ultimately if the two
2 entities can't work together, if the two entities can't
3 understand each other and have a -- really a trust that
4 there is a good-faith desire to do what's best for the
5 children, then this relationship won't work.

6 Even if we don't revoke today, these two units
7 have to be able to -- basically this is our staff. This
8 is our superintendent. This is our assistant
9 superintendent. Dr. Delgado we have. This is our
10 staff. And so ultimately they know what they need to do
11 to protect their charter schools, because ultimately we
12 have that liability. And they know where they're going
13 to be called. They're doing their job to protect
14 their -- to protect their children.

15 And so if somehow when they go to investigate,
16 when they go to call, this gets misinterpreted each
17 time, that's my fear. If there is something about the
18 personal -- the personalities involved between our two
19 entities that can't work together, I feel that we're in
20 this impossible situation sending you back to work
21 together.

22 Because if we say we're not revoking, tomorrow
23 you all have to roll up your sleeves and say how are we
24 going to put the past behind us, correct all these
25 things that LACOE says need to be corrected, and work

□

75

12.11.07 transcript.txt

1 well together tomorrow. And I don't know whether you
2 feel there is an ability to do that or not.

3 DR. CLARK PARKER: I didn't get a chance,
4 because my time ran out. If I would have 15 seconds, I
5 would like to read to you this five sentences that I had
6 written down that I was intending to write to the board.

7 "We ask you to please consider our intent to
8 comply. We reject Superintendent Robles's statement
9 that she made on October 9th during your study session
10 when she stated that there are irreconcilable
11 differences of opinion between LACOE and Fresh Start.
12 That is not our opinion.

13 "We do not hold such an opinion, and we do not
14 believe that Dr. Robles believes that either. Nor
15 should any government agency have such an opinion. As
16 long as the parties are willing to and desirous of
17 meeting and conferring, as your policies state, we
18 should do that.

19 "We believe that is exactly what we should do.
20 Therefore, we believe that the board should vote to
21 decline to revoke the charter, and through a separate
22 directive you direct the parties, LACOE and Today's
23 Fresh start staff, to meet and confer with a mediator,
24 if necessary, or maybe one or more of the board members
25 may want to serve as such in an attempt to resolve the

0

76

1 differences between the parties. We're willing to do
2 so, and why shouldn't LACOE."

3 And that's what we were going to say. We don't
Page 68

12.11.07 transcript.txt

4 come here today -- I've been working with governmental
5 agencies, from the FCC to every conceivable governmental
6 agency that you can. We had differences of opinion, but
7 ultimately you sit down and you work out whatever the
8 differences are. That's all we've ever wanted.

9 When I wrote to Dr. Robles, that's all I ever
10 wanted to do. We had all of our board members
11 themselves, including -- we had a board meeting just an
12 hour before we came here today, with all five of our
13 board members there, and every one of them is saying
14 that we're willing to do whatever we have to do. This
15 is about the children. This is not about us.

16 Let's sit down. No one has -- I don't hold any
17 grudges against people. I'm too old to do that. If I
18 had done that, you know, years and years ago. Is that I
19 recognize the authority that this agency has. They are
20 the authorizers. They have a responsibility under the
21 law. No one is questioning that.

22 And Dr. Robles, under any circumstances, if
23 someone has ever communicated to you that we do not
24 believe that you have the right to come out and to
25 monitor us and to come into our classrooms, they have

0

77

1 given you the wrong information. That is not our
2 opinion. That is not our opinion.

3 What we had only asked that you do is to sit
4 down with us and tell us what is expected of us, so that
5 we can do it, that's all. We're not here to fight. You
6 know, I'm too old to basically -- we've gone around too

12.11.07 transcript.txt

7 many times to basically have this kind of acrimony.

8 BOARD MEMBER GILBERT-LURIE: Okay. I'm going
9 to --

10 PRESIDENT FREER: Dr. Robles wants to speak.

11 SUPERINTENDENT ROBLES: I just -- I appreciate
12 your comment, Dr. Parker. But to date I have yet to
13 receive a letter stating that you agree with the State
14 Department's directive that LACOE will proctor your
15 assessment. To date I have not received that you agree
16 to that. I have heard contrary statements to say that
17 you will not -- my information from Ms. Sigmund at CDE
18 is that you will not allow -- TFS will not test with
19 LACOE. So this is as of October 12th.

20 Sorry, Dr. Parker, I just need to share that I
21 have yet to -- you received a letter from the State
22 Department saying that because of the testing
23 irregularities, LACOE will now have to proctor and
24 conduct the assessment for the school. You indicated to
25 CDE that you would not agree to that.

0

78

1 PRESIDENT FREER: And you didn't want to
2 do it either, did you?

3 SUPERINTENDENT ROBLES: We don't -- but we're
4 directed by the State Department. I have to do it this
5 spring, I have to be part of that.

6 And so I can only share with you my history,
7 Dr. Parker and Dr. Parker. In the five years that I've
8 been here I've worked with two charter schools, and both
9 have started off with -- I won't say similar, but, "No,
Page 70

12.11.07 transcript.txt

10 we're not going to do this." And both have been willing
11 to sit down, roll up their sleeves and work with us,
12 because our commitment is to have that charter.

13 So it may be your intent, but actions show
14 otherwise. When my staff has to be escorted by an
15 administrator at every site to conduct an investigation,
16 is not left alone to conduct an investigation, it's
17 totally inappropriate. I have not had that experience
18 with other charter schools.

19 So if I could roll back the clock, and I could
20 have said in May and June let's start differently, let
21 my staff go in there, let the teachers feel free to talk
22 about it, with no fear of retribution, according to the
23 teachers, it may have been a different -- we may be in a
24 different place today.

25 But again, my concern is still that we still

□

79

1 have a philosophical -- I agree that you say today that
2 there isn't, that you understand our role. I, in my
3 heart, don't believe that that's a full -- that that's
4 my understanding, I'll just say that's how I -- I don't
5 perceive that, I'll just speak for myself. Because to
6 date I still don't have that agreement that LACOE is
7 going to do what the CDE has asked us and that you're
8 going to cooperate with us.

9 DR. JEANNETTE PARKER: May I say something now?

10 PRESIDENT FREER: Did you want to speak? One
11 second.

12 Did you want to speak first or let her?

12.11.07 transcript.txt

13 BOARD MEMBER GILBERT-LURIE: Go ahead.

14 PRESIDENT FREER: Go ahead, Dr. Parker.

15 DR. JEANNETTE PARKER: Well, I think sometimes
16 where the irritation comes in is that the whole truth
17 doesn't come out. An accusation is made that is not the
18 truth. There is no testing irregularity. Now, there is
19 no protocol. The only protocol you have issued to us is
20 that I -- no, I haven't gotten a letter where you said
21 to me, Jeannette Parker, or whoever, we want to proctor
22 your tests. I don't have a problem with that.

23 SUPERINTENDENT ROBLES: Let me just share --
24 Dr. Parker, though, Dr. Parker, the CDE sent you a
25 letter that there were testing irregularities and asked

□

80

1 that LACOE proctor. And then Ms. Sigmund notified their
2 office to say that you're not going to allow that to
3 happen.

4 DR. JEANNETTE PARKER: Excuse me.

5 SUPERINTENDENT ROBLES: I'm just sharing with
6 you what they've shared with me.

7 DR. JEANNETTE PARKER: Excuse me.

8 SUPERINTENDENT ROBLES: But there are testing
9 irregularities.

10 DR. JEANNETTE PARKER: Excuse me. That is not
11 the truth. State what the letter stated.

12 First of all, I have to go back into a little
13 tiny bit of history on this supposed testing
14 irregularity. The letter, someone from your office, you
15 or someone from your office failed to share with them

12.11.07 transcript.txt

16 the fact-finding report which I had issued to the LACOE
17 office. And there was an accusation made against Fresh
18 start, and Ms. Sigmund at the assessment office stated
19 in her letter, "Based on the information I have." But
20 no one ever gave her our fact-finding report. I issued
21 that to her. It should have been issued to her so that
22 she could get a full perspective.

23 And I don't want to belabor this so much, but
24 it's very, very difficult when the whole truth doesn't
25 come out.

0

81

1 BOARD MEMBER GILBERT-LURIE: Okay. I have a --

2 PRESIDENT FREER: One second.

3 BOARD MEMBER GILBERT-LURIE: Let me ask this.

4 Can I ask a question about this?

5 PRESIDENT FREER: Yes.

6 BOARD MEMBER GILBERT-LURIE: Given that
7 Dr. Robles just said that she wishes she could roll back
8 the clock, because had things gone differently in the
9 last six months we might not be at this impasse, I don't
10 want to get hung up on one issue of whether it's an
11 irregularity or an alleged irregularity.

12 I think the issue, at least for me as one of
13 seven votes, comes down to are we able to work together
14 and are we able to resolve all of these issues. We
15 can't have testing irregularities. We have a CDE
16 requirement now that LACOE monitor the testing.

17 DR. JEANNETTE PARKER: And that's okay.

18 BOARD MEMBER GILBERT-LURIE: Do you have an
Page 73

12.11.07 transcript.txt

19 issue with that?

20 DR. JEANNETTE PARKER: No, ma'am.

21 BOARD MEMBER GILBERT-LURIE: Do you have an
22 issue if an alleged problem or a question that needs
23 investigation comes up, that LACOE do the job they need
24 to do and investigate, without your teachers being told
25 what to say or who to -- do you question whether LACOE

0

82

1 has a right to conduct an investigation?

2 DR. JEANNETTE PARKER: I don't question. But I
3 have never told teachers what to say.

4 BOARD MEMBER GILBERT-LURIE: Okay. I don't
5 want to -- but I'm not concerned if you've told them or
6 not or -- but what I'm concerned about is next week, if
7 LACOE -- and I don't -- I have some good faith on both
8 sides, by the way. I don't assume that -- I don't
9 assume that you're going to be harassed in any way. But
10 when an issue comes up -- if an issue came up, which I
11 don't assume it will, but if it did, I assume LACOE has
12 a right to go in and investigate without being
13 escorted -- or they might be escorted, but they can be
14 alone and ask questions, they can be alone and conduct
15 an investigation. And all of this obviously would need
16 to be in some kind of memorandum of understanding, all
17 of these issues that have been in dispute.

18 So what I'm trying to get at is if we were to
19 move forward and try to, in the spirit that something
20 exists, that we have a school that is allegedly helping
21 some kids at least more than perhaps the surrounding

12.11.07 transcript.txt

22 school would, how do we set tight-enough reigns that
23 everyone feels comfortable giving this a shot.
24 And so I want to know where you have -- where
25 you feel that some -- what you feel that LACOE has asked

0

83

1 for that you feel is -- you can't do.

2 MR. AMIR: If I may. I drafted the complaint
3 in the litigation. We acknowledge LACOE's ability and
4 authority to act to investigate. We have no problem
5 with that.

6 I met with Mr. Stark months ago and I said
7 let's get together, come up with a memorandum of
8 agreement, what the rights are, what the
9 responsibilities are. We don't question your authority.
10 We understand it. It's under 47604.4. I've read it. I
11 know you have that authority.

12 All we wanted to do is get the parties together
13 so there is not a misunderstanding, that's it. And I
14 don't want to leave you with the misconception that
15 we're challenging your authority to act. We are not.
16 We are not doing that. We understand that you have the
17 authority.

18 BOARD MEMBER GILBERT-LURIE: Okay. Well, know
19 that that has not been communicated, that that's not
20 LACOE's impression. That hasn't been the board
21 impression. Any desire you see on this board's part to
22 not revoke is a desire to preserve the good you've
23 created, but it's not -- there is a tremendous amount of
24 frustration on our part in terms of the cost of time.

12.11.07 transcript.txt

25 We know it's cost you a lot of time. We see

0

84

1 the paper. But you can imagine the short dollars that
2 we want to be spending on our students, that we're
3 instead spending defending lawsuits and reading through
4 reams of material when we could all have been working
5 together to begin with.

6 So this is, you know, an extremely frustrating
7 situation. And while that might have been your intent,
8 to work hand in hand to begin with, that is not the
9 message that was communicated to LACOE, or that's not
10 how LACOE experienced the way you --

11 MR. AMIR: Well, I apologize for that
12 misunderstanding.

13 PRESIDENT FREER: And in all fairness,
14 Mr. Stark's name was mentioned, and I think he should
15 have an opportunity to speak.

16 MR. STARK: Thank you, ladies and gentlemen. I
17 will be very brief.

18 But my introduction to the litigation with
19 TFSCS was by way of responding to a request for a
20 preliminary injunction to stop the investigation by
21 LACOE.

22 I have responded to the second amended
23 complaint that's been filed in that matter. That second
24 amended complaint alleges that LACOE lacks the authority
25 under the statute to do any investigation. It alleges

0

12.11.07 transcript.txt

85

1 conclusively that LACOE lacks the opportunity -- the
2 right or the obligation to conduct any of the
3 proceedings that it is conducting, it challenges the
4 CAP, and, in fact, seeks an order, a declaratory order
5 from the court stating that LACOE's conduct in this
6 matter is in excess of its statutory rights.

7 These are the allegations I am addressing in
8 that lawsuit, which is currently stayed pending this
9 board's determination and any finalization of the
10 administrative proceeding. But that is the allegation
11 that has been raised, those are the facts, and that is
12 what I've been dealing with.

13 As far as the memorandum of understanding, my
14 apologies, but I have no recollection whatsoever of that
15 conversation. Thank you.

16 PRESIDENT FREER: Mr. Saenz.

17 MR. AMIR: Let me respond to one thing.

18 BOARD MEMBER SAENZ: No, I just need the -- I
19 would just like to see the complaint.

20 MR. AMIR: Please.

21 BOARD MEMBER SAENZ: I'd like to see the
22 complaint. I know I've seen it before. I'd like to see
23 the complaint.

24 MR. AMIR: Not a single mention of the CAP.

25 BOARD MEMBER SAENZ: I'd like to see the

0

86

1 complaint. Does someone have the complaint?

12.11.07 transcript.txt

2 PRESIDENT FREER: Does someone have the
3 complaint?
4 BOARD MEMBER GILBERT-LURIE: They're getting
5 the complaint.
6 PRESIDENT FREER: They're getting the
7 complaint.
8 BOARD MEMBER SAENZ: Thank you.
9 PRESIDENT FREER: In the meantime, Mrs.
10 Gilbert-Lurie, you can speak while he's getting the
11 complaint.
12 BOARD MEMBER GILBERT-LURIE: Okay. Well,
13 again, I'd like to see the complaint, too. I do
14 remember specifically some of that being in there, but
15 I -- again, to me, I'm more interested in -- you know,
16 if this is not revoked, it would be contingent upon a
17 memorandum of understanding clarifying all of these
18 issues and our respective roles, and making sure there
19 is a resolution to -- making sure there is resolution
20 and an agreement to these areas of concern.
21 I don't think you would -- I mean, to me these
22 are really very simple issues. Obviously, you know,
23 you're -- you are professionals. You know how boards
24 need to be governed, you know how tests need to be
25 administered, and you know the ways that a charter

□

87

1 school and an organization and an overseeing
2 organization need to work together.

3 So I can't believe there can't be that
4 memorandum of understanding so we don't run into this in

12.11.07 transcript.txt
5 the future. But that would need to be stated to me very
6 clearly in writing, so staff, you know, does not -- so
7 staff feels that they have a way clear to move forward.
8 PRESIDENT FREER: Are you finished?
9 BOARD MEMBER GILBERT-LURIE: Yes.
10 PRESIDENT FREER: Mrs. Anderson is next, and
11 then Mr. Saenz.
12 BOARD MEMBER ANDERSON: In light of this
13 discussion, if we were to establish a memorandum --
14 agree to a memorandum of understanding, and to establish
15 a timeline for compliance, are you willing to withdraw
16 both your complaints against LACOE? You may confer with
17 your clients.
18 MR. AMIR: I've conferred, and that's an
19 affirmative, yes.
20 BOARD MEMBER ANDERSON: Okay. In that light, I
21 would like to confer with my -- Mrs. Lurie, I would like
22 to know if you are willing to support, and I'm asking
23 publicly because I don't want anybody -- a substitute
24 amendment that would, in effect, postpone the revocation
25 pending working out an agreement with Today's Fresh

□

88

1 Start, and their failure to comply by a specific time
2 would result in the revocation going forward.
3 PRESIDENT FREER: The question was directed to
4 Mrs. Gilbert-Lurie?
5 BOARD MEMBER ANDERSON: Yes.
6 PRESIDENT FREER: And then Dr. Robles wants to
7 speak also.

12.11.07 transcript.txt

8 BOARD MEMBER GILBERT-LURIE: I will answer
9 that. I would like to see the complaint. I just would
10 like to see it, in the spirit of understanding the
11 veracity of everything that's been talked about.
12 And I also -- I would like to know Dr. Robles's
13 response to how she feels about us going forward in that
14 way. Not that -- I'm inclined to say yes and try to
15 find that understanding, because I would like to find a
16 way -- I think there could -- I can't believe there's
17 not a win-win solution to this, or that it's not at
18 least worth trying, in light of all we've invested in
19 this, and in light of the fact that Dr. Robles has
20 expressed such frustration to me. A terrible six months
21 isn't necessarily the reason we would revoke now, as
22 opposed to giving this one more shot. But I would like
23 to hear Dr. Robles's --
24 PRESIDENT FREER: Okay. Would you wait till
25 Dr. Robles responds, Mr. Saenz? You were next. Do you

0

89

1 want to speak? Okay. Go ahead then.
2 BOARD MEMBER SAENZ: Let me begin by saying
3 that I want to make it clear to everyone here that I
4 believe there is substantial evidence of a material
5 violation of the charter and of a violation of
6 provisions of the law, so that there are grounds to
7 revoke this charter. Let me state that clearly.
8 However, I further read the Education Code as
9 making revocation discretionary. So I think it is
10 legitimate to ask some of the questions that have been

12.11.07 transcript.txt

11 asked.

12 But with due respect to my colleagues, in my
13 personal view, and I will vote this way, this
14 conciliatory stance is too late. I'm sorry to say that.
15 But this is a process that has gone on for months. And
16 several months ago I made an effort, from this dais, to
17 ask that a third party, namely the California Charter
18 Schools Association, be asked to come in and work with
19 both parties to try to resolve this matter.

20 That request was met by the Charter Schools
21 Association with a decline. It seemed to me that they
22 were the best third party to be involved at a time that
23 was early enough in the process to make this fruitful,
24 and they declined.

25 Now, after that I heard no suggestions from

0

90

1 either the charter school or LACOE about another third
2 party. I took that, I think with fairness and
3 rationality, to mean that there was not an interest on
4 either side in that kind of conciliation once the
5 Charter Schools Association declined. That was the time
6 to attempt to resolve these issues. We made that
7 attempt. It did not succeed.

8 Now, I, too, am interested in looking at what
9 this complaint says, not how it's characterized by
10 either side, but what it says. But my understanding,
11 having reviewed it previously, is that it did not take a
12 conciliatory tone or seek any sort of mediated
13 compromise.

12.11.07 transcript.txt

14 Moreover, I have attended, I believe, most, if
15 not all, of the meetings where there has been public
16 testimony provided by the charter school and its
17 attorneys. And until today this conciliatory tone and
18 interest in some mediated settlement did not appear in
19 what was presented to this board, either in writing or
20 orally.

21 And it is therefore my view, and I intend to
22 vote this way, that it is too late to attempt to resolve
23 the matter in this way. We are faced with a decision,
24 and I am prepared, because I believe there is
25 substantial evidence, to vote to revoke this charter.

□

91

1 I understand that there are further steps in
2 this process, and I have every confidence that the
3 charter school will pursue those steps. I know that you
4 will, and you have every right to do that.

5 But we have an obligation, when there is this
6 kind of a showing and a lack of confidence, certainly on
7 my part, that any attempt at this late hour would
8 succeed, I have serious doubts about that, we have an
9 obligation then to move this process forward. And that
10 is how I intend to vote.

11 Again, I recognize that despite -- if there is
12 a decision from the majority of this board to revoke,
13 there will continue to be interaction between these
14 parties as this process goes forward. And if through
15 those further interactions some sort of mediated or
16 conciliated agreement can be reached, I certainly would

12.11.07 transcript.txt

17 be second to no one in applauding that accomplishment.

18 But I'm not prepared, on December 11th, with our next
19 meeting in January, to delay this decision any longer.

20 PRESIDENT FREER: Dr. Robles.

21 SUPERINTENDENT ROBLES: I want to have you help
22 my memory, Dr. Delgado and Ms. Lem and Ms. Gale, that
23 when we were beginning to interact with California
24 Charters Association, at around that time we also asked
25 if the complaint would be dropped so that we could move

0

92

1 forward. And I think we talked with the charter school
2 about that, and at that time it was our understanding
3 that it would not be dropped, and that would -- I mean,
4 if I'm correct in the timing of that.

5 So again, I think that was something we had
6 hoped would have occurred, and in good faith, because I
7 think that would have been, then, the opportunity. When
8 you're under litigation it does limit what people say,
9 and in mediation. And so at that time we also asked
10 that the complaint be dropped and to move forward, and
11 it wasn't.

12 And that's why we didn't move forward, and
13 that's why the Charter Schools Association said at that
14 point, because of litigation, we can't mediate, is how I
15 interpreted the statement from Today's -- Charter
16 schools.

17 May I make a recommendation at this time? I
18 know that staff is working to get a copy of the
19 complaint. And if maybe we can just put a hold on this

12.11.07 transcript.txt
20 and go to the rest of the agenda and then come back, or
21 take a ten-minute recess and come back?
22 BOARD MEMBER GILBERT-LURIE: why don't we make
23 the rest of the comments.
24 SUPERINTENDENT ROBLES: Oh, no. Yeah. I'm
25 sorry.

0

93

1 DR. CLARK PARKER: May I have one comment?
2 Mr. Saenz, we did ask to meet. We wrote a
3 letter. Two days after your particular meeting, we
4 asked two days after, please let's sit down, in
5 accordance with what Mr. Saenz has stated, and meet.
6 BOARD MEMBER SAENZ: I heard you, and I've seen
7 that letter. But coming to us December 11th, having
8 sent a letter in October with no follow-up --
9 DR. CLARK PARKER: You said no.
10 BOARD MEMBER SAENZ: -- to me, at this point --
11 I've heard the testimony since then. I've heard the --
12 I've read what's been submitted in writing. I'm sorry,
13 Dr. Parker, but --
14 DR. CLARK PARKER: We got a letter back from
15 Dr. Delgado that said no.
16 BOARD MEMBER SAENZ: I took that into account
17 in making my decision.
18 DR. CLARK PARKER: Thank you.
19 PRESIDENT FREER: At the October meeting when
20 the vote was taken on revocation, I think the
21 gentleman's name was Gutierrez, was here. And when
22 Mrs. Gilbert-Lurie made the comment about trying to work

12.11.07 transcript.txt
23 out a win-win situation, he, at that time -- if I'm
24 wrong, my memory is usually pretty good -- said that he
25 would work with both parties to try to resolve the

0

94

1 issue.

2 subsequent to that, and I don't remember the
3 timeline, but it was sometime after that when Caprice
4 Young wrote the letter saying that they would not.

5 BOARD MEMBER GILBERT-LURIE: Right. I'm
6 confused about this, though. We had a board member
7 request that the two sides sit down together with a
8 third party. So the request is made to us. We are the
9 board. I mean, Mr. Saenz makes the request to our
10 staff. So I don't understand that. We had one person
11 decline. Does anyone dispute that Dr. Parker wrote that
12 letter requesting to sit down, and that we said no?

13 SUPERINTENDENT ROBLES: The letter that I --
14 that I remember Dr. Clark requested to meet was for him
15 to contact Dr. Delgado.

16 DR. CLARK PARKER: No, no, I'm talking about
17 the letter that we wrote directly to Dr. Delgado on
18 October 18th. You voted on October 16th.

19 BOARD MEMBER GILBERT-LURIE: I would like
20 Dr. Delgado to respond.

21 PRESIDENT FREER: One moment. Dr. Delgado.

22 DR. DELGADO: I do have a copy of that letter,
23 and I can find it in one of these three binders fairly
24 quickly. And that was precisely at the time when the
25 Charter Schools Association came on board.

12.11.07 transcript.txt

0

95

1 And so my response to Dr. Parker was given the
2 fact that the board has entrusted the Charter Schools
3 Association with trying to find a solution, it would not
4 be appropriate for us to meet outside of that.

5 BOARD MEMBER GILBERT-LURIE: Okay.

6 DR. DELGADO: And so we actually deferred to
7 that process. That was the one -- that was the one time
8 that they asked that we would meet and that I responded
9 in that manner.

10 BOARD MEMBER GILBERT-LURIE: Right, I have
11 that.

12 DR. DELGADO: But there were countless
13 situations where we asked for a meeting that did not
14 occur.

15 BOARD MEMBER GILBERT-LURIE: Well, I just find
16 that unfortunate if that is part of your reasoning,
17 Mr. Saenz, and they did request -- the Charter Schools
18 fell out, they requested a meeting, and we did not try
19 and get a third -- another third party.

20 BOARD MEMBER SAENZ: Well, my recollection is
21 what I take Ms. Delgado to be saying, is that at the
22 time this exchanged occurred, Charter Schools had not
23 fallen out yet.

24 BOARD MEMBER GILBERT-LURIE: Right. But once
25 it did, did we -- we didn't do anything to try to find a

0

96

12.11.07 transcript.txt

1 third party either, right?

2 DR. DELGADO: That's correct.

3 SUPERINTENDENT ROBLES: No, and part of it was
4 because of the litigation.

5 BOARD MEMBER WAUGH: The litigation.

6 SUPERINTENDENT ROBLES: That was part of the
7 reason.

8 DR. CLARK PARKER: Mr. Saenz, we didn't know
9 that the Charter Schools Association was going to fall
10 out until the day itself that we were supposed to give
11 our hearing on November 6th, directly to you.

12 BOARD MEMBER SAENZ: I understand.

13 DR. CLARK PARKER: We had not been advised by
14 the Charter Schools that they weren't going to go
15 forward.

16 BOARD MEMBER SAENZ: I understand.

17 DR. CLARK PARKER: We were told the day that
18 they were coming here, we're coming to read into the
19 record our position. How did we know? So at that point
20 in time we had to be prepared to basically present our
21 position on November 6th.

22 We did everything that you asked us to do, to
23 sit down, say let's sit down and meet. Regardless to
24 those, let's deal with the CAP issues. Let's not deal
25 with those other issues themselves, let's deal with the

0

97

1 CAP, the governance, et cetera.

2 I understand what you've said. And I'm not

3 trying to refute it, but I'm saying that how can we know

12.11.07 transcript.txt

4 that the Charter Schools Association is going to fall
5 out if they don't tell us until the date that we come
6 here to present our particular side on November 6th.
7 That was the only time that we knew.

8 PRESIDENT FREER: I'm going to call for a
9 five-minute recess.

10 (Recess.)

11 PRESIDENT FREER: Okay. Is everybody back?
12 I'll reconvene the meeting of the L.A. County Board of
13 Education, December the 11th, and we will proceed.

14 We have a motion on the floor, a motion by
15 Mr. Saenz, with a second from Mrs. Beauchamp, to follow
16 the Superintendent's recommendation to revoke the
17 charter of Today's Fresh Start Charter School.

18 BOARD MEMBER BEAUCHAMP: Is your mike on?

19 PRESIDENT FREER: Oh. We're back in session,
20 and we had left with a motion by Mr. Saenz, with a
21 second by Mrs. Beauchamp, to revoke the charter -- based
22 on the Superintendent's recommendation, to revoke the
23 charter of Today's Fresh school. People have been given
24 copies of -- is this to pass on to somebody?

25 BOARD MEMBER GILBERT-LURIE: Anyone who wants

0

98

1 to read those.

2 PRESIDENT FREER: Oh, there is one for each.
3 Oh, okay. Thank you.

4 And we were at the point where Mr. Saenz had
5 asked to see the copy of the litigation from Today's
6 Fresh Start. And I think most people who have legal

12.11.07 transcript.txt

7 minds have had a chance to read it, our three attorneys
8 have had a chance to read it. I haven't had an
9 opportunity to read it.

10 But giving you a couple minutes, I'd like to --
11 being the chair, you know, you always try to say as
12 little as possible so everybody else can have a chance.
13 One of my questions is how will the outcomes of the
14 court decisions affect today's action by LACOE board? I
15 mean, whatever the court decides on this.

16 SUPERINTENDENT ROBLES: Well, I think Ms. Gale
17 and Mr. Stark had -- he had already talked about what --
18 there is a stay until a decision is made by this board.

19 PRESIDENT FREER: Okay.

20 SUPERINTENDENT ROBLES: So Mr. Stark, you might
21 want to respond, since you have been at the hearings.

22 MR. STARK: Yes, ma'am. There is a stay of all
23 proceedings in the civil litigation relating to the
24 contract and the charter until approximately mid-April
25 at the current time.

0

99

1 If, in fact, this board were to vote to revoke,
2 and if, in fact, the matter were then to go to the CDE,
3 it is possible that that stay would be extended to
4 permit the CDE to act upon it. In essence, the nature
5 of the stay is because this administrative proceeding is
6 ongoing, the litigation should not proceed.

7 At the conclusion of whatever administrative
8 process is ultimately undertaken, that litigation may be
9 reactivated, and whatever issues remain alive to be

12.11.07 transcript.txt

10 litigated at that time will be litigated in the case.

11 So it does not disappear. It is simply stayed at the
12 moment, until and unless TFSCS elects to dismiss it.

13 PRESIDENT FREER: Okay. Thank you.

14 In reading all of the voluminous amount of
15 materials, I did read that the superintendent has stated
16 that she would recommend that the students complete the
17 year. Is that correct?

18 SUPERINTENDENT ROBLES: And I have some
19 information on that.

20 PRESIDENT FREER: To the State Board and -- am
21 I correct in my recollection?

22 SUPERINTENDENT ROBLES: You are correct, but I
23 have some new information on that.

24 PRESIDENT FREER: Go ahead.

25 SUPERINTENDENT ROBLES: In trying to -- well,

0

100

1 not trying to. In response to our board's questions
2 regarding the disruption of school through the midyear,
3 I've had staff talk to CDE, and basically they don't
4 believe that -- well, we don't have any standing to ask
5 them to delay their vote or have a revocation, that they
6 just don't go with that.

7 It would be my -- I know that they have -- if
8 the board chooses to revoke today or makes that
9 decision, then Today's Fresh Start has 30 days from
10 today to make an appeal to the State Board.

11 I know that the appeals first go to the Charter
12 School Advisory Committee, and they meet in January,

12.11.07 transcript.txt

13 with a recommendation then in March.

14 I guess if I was going to give some
15 recommendation I would -- if I were sitting in your
16 seat, and it's hard to give recommendations with that,
17 but it would be that you would file your appeal late, so
18 that it doesn't get on the January 17th Charter Advisory
19 Committee, so that a decision is not in March. Again,
20 it would be later so that you could go through school.

21 Because once it happens, if the board does --
22 if the State Board does revoke in March, then school is
23 disrupted for kids in March. I've not heard or known
24 that they delay that to a June decision. So it's kind
25 of a timing issue. So that's what I wanted to share

0

101

1 with the board as what I've looked at.

2 So again, I can share with them later -- you
3 know, again, it's a matter of the timing of the Charter
4 Advisory Committee, of when they would take it as an
5 action item and then to the State Board.

6 PRESIDENT FREER: Thank you.

7 And I don't know how many of you have visited
8 Today's Fresh Start Charter School, but I have. I
9 visited there a little over a year ago. And at the time
10 I went to the site on Crenshaw. Is that the one they
11 call the Unity site? And let me preface it by saying I
12 don't know the Parkers, I never knew them before they
13 became involved in this thing here, so -- although I
14 guess I should have known them, since you've built some
15 property right near my house, that I wasn't even aware

12.11.07 transcript.txt

16 of until someone brought it to my attention.

17 But anyway, I did visit the school, and I was a
18 little annoyed at first when I got there. I had to sit
19 and wait, and Dr. Parker arrived and all. Then I
20 thought back to the days when I was a principal, and
21 security measures and all, and I thought, well, she runs
22 a tight ship here. So I see nobody can just come in and
23 go and visit the school.

24 And then she did accompany me to classrooms.
25 And my observation was that the teachers were teaching.

0

102

1 The students seemed -- well, didn't seem, they were
2 engaged. There was a diversity of staff. I saw an
3 Asian teacher, a Caucasian teacher, other teachers. And
4 then when I went to the playground with her, I looked
5 and I saw a limited diversity, in that they were
6 African-American and Latino children at the school. I
7 don't think I observed any other group.

8 But the children seemed very happy. They were
9 very anxious to see Dr. Parker, they were just all over
10 her, you know. They were glad to see her. So obviously
11 there was some kind of rapport, a positive rapport
12 between her and the students. But they were most
13 excited because they got some new playground equipment,
14 and so they were all excited about that.

15 I'm saying all this to say that my reason for
16 going was not to check compliance or anything like that,
17 but was to get a feel for the educational program the
18 children were receiving in the school. I left with a

12.11.07 transcript.txt

19 positive outlook. So I wanted to make those statements
20 today.

21 Are you ready, Mrs. Gilbert-Lurie?

22 BOARD MEMBER GILBERT-LURIE: Yeah, I wanted to,
23 I guess, answer Ms. Anderson's questions now. And I
24 have to say I knew the Parkers -- I didn't know the
25 Parkers. I had attended one event at their house before

103

1 this. I know our staff very well. I've observed the
2 Parkers through their -- only through their involvement
3 with this school.

4 And so I had to put my faith in one or the
5 other, and two people so passionately on either side. I
6 today put my faith -- I put my faith in the staff,
7 because I know the staff, and I think the staff is a
8 great staff.

9 That said, I'm not going to send this whole --
10 these schools of children out to fend for themselves in
11 March. It's not right to me. And I'd have to hear
12 facts that keep me up even more to not give them a shot
13 at reconciling.

14 when I hear each of our -- all the negative
15 reasons, if only this had happened two months ago, if
16 only this had happened three months ago, I can't believe
17 we wouldn't give it one other shot.

18 I understand staff's frustration. If I were
19 staff I would probably be advocating exactly as you
20 have, because I can understand how infuriating this
21 whole process has been.

12.11.07 transcript.txt

22 That said, I'm not voting to send kids out
23 without a school in the middle of the year. It
24 shouldn't even be legal to do that. So I can't just
25 revoke not knowing what's going to happen to those kids.

104

1 I want to at least see if there's a resolution possible,
2 and that would be a last stand.

3 I think, though, for -- you know, I would look
4 at this in that -- in the off chance that the board
5 votes to not revoke today, I hope the school looks at it
6 as an opportunity to not just comply with these issues,
7 but to really be on notice that this is a different day
8 and age for charter schools, and even when we approved
9 the charter. And that in terms of the longevity of your
10 staff, in terms of -- you know, in every respect, even
11 if this school charter were not revoked, in order to
12 have it renewed you want to be great.

13 And I would really look at it as an opportunity
14 to begin, look at every aspect of what you're doing, and
15 see how you could be stronger than you are now as a
16 charter entity, and not -- it's not personal. Don't
17 take that as what you're attempting to do and what
18 you've done isn't very strong in some ways. But there
19 is a big cost, as you see on the part of this entity, to
20 charter a school, a big -- it's a big undertaking for us
21 when we have all of these very, very at-risk kids, who
22 have no opportunity to go to charter school, that we are
23 directly responsible for.

24 So for us to undertake being responsible for a
Page 94

12.11.07 transcript.txt

25 charter, a charter school has to be really strong today.

105

1 And I hope that in the event that we don't revoke, you
2 use this as an opportunity to make your school as strong
3 as it possibly could be, so that we're applauding
4 renewing at some point.

5 PRESIDENT FREER: Mrs. Anderson.

6 BOARD MEMBER ANDERSON: Yes. I have been
7 talking all afternoon, because I believe that the staff
8 has done an excellent job in reporting to us, and I
9 believe that Today's Fresh Start has made its gallant
10 effort to try to defend itself.

11 I do believe, however, that there needs to be
12 an effort on the part of both to reconcile its
13 differences and to acknowledge that the Superintendent
14 and her staff have a responsibility to report to us as
15 the authorizers of the charter.

16 I want to say at the outset I did not know
17 Dr. and Dr. Parker. I do not know any of the people
18 that -- I don't think, that have children in the school.
19 I do know, through one of -- through my daughter, one of
20 the employees at Today's Fresh Start, but I have never
21 spoken to her since July. So I want everybody to know
22 that, that I have no connections to Dr. and Dr. Parker
23 or to Today's Fresh Start. So I wanted to make sure
24 that I have my disclosures out there to let you know how
25 I'm feeling about everything.

12.11.07 transcript.txt

106

1 So I would like to make a substitute motion
2 that we do not revoke the charter of Today's Fresh
3 Start, that we require a meeting of the staff and
4 Today's Fresh Start to seek a resolution of the issues
5 presented to us, and that I'd like Today's Fresh Start
6 to commit today to a statement of agreement that we will
7 work out with our staff, and that in signing that
8 statement Today's Fresh Start would remove all
9 litigation against LACOE. That would be the conditions
10 under which this vote -- this motion of do not revoke
11 would be applied.

12 PRESIDENT FREER: Is there a second?

13 BOARD MEMBER GILBERT-LURIE: Second, but I have
14 a question for counsel.

15 PRESIDENT FREER: Okay. It has been moved by
16 Mrs. Anderson, seconded by Mrs. Gilbert-Lurie, to not
17 revoke today, but work out some type of --

18 BOARD MEMBER ANDERSON: Can you take your hand
19 away from your mouth?

20 PRESIDENT FREER: Oh. To work out some --
21 thank you -- memorandum of understanding between the two
22 parties. I mean, if that's a succinct way of saying it.

23 Mrs. -- did you have your light on?

24 BOARD MEMBER GILBERT-LURIE: I had a question
25 for Ms. Gale, which is: Is there any problem with tying

107

1 our vote to taking litigation away, to withdrawing

12.11.07 transcript.txt

2 litigation?

3 BOARD MEMBER PAPADAKIS: I thought we're in
4 litigation.

5 MS. GALE: I think there are multiple problems,
6 because there are some, as we say, facts assumed that
7 are not in evidence, definitely. One is that -- and we
8 have not discussed the board's jurisdiction of what will
9 be lost by not going forward today.

10 I believe both parties would lose the authority
11 to go forward in the event that it is not successful.
12 We would be required to start over again, because the
13 code, as we explained at the last meeting when the
14 extension was given for one week on the vote, that there
15 were some time problems there. In other words, the Ed
16 Code allows only for one extension of 30 days.

17 BOARD MEMBER GILBERT-LURIE: Right, we're not
18 extending. This would be a vote to not revoke, but it
19 would be contingent upon things happening.

20 My question, though, is specifically -- I
21 wouldn't want to be in a situation where it looked that
22 we were putting undue pressure to withdraw from
23 litigation in some way. Is there -- would we be --
24 would we be --

25 MS. GALE: Mrs. Gilbert-Lurie, I think you're

108

1 asking me to state a position on behalf of the charter
2 school, and I think, with all due respect, the question
3 should be asked of Mr. Amir. I think the nature of the
4 question itself is not answerable by LACOE's counsel.

12.11.07 transcript.txt

5 BOARD MEMBER GILBERT-LURIE: Well, I'm -- okay.
6 I'm asking do we have anything on that front to be
7 concerned about?

8 MS. GALE: Yes.

9 PRESIDENT FREER: And Dr. Robles has her light
10 on.

11 SUPERINTENDENT ROBLES: I think that to have,
12 in a public meeting, an agreement where the parties are
13 going to agree to something without a thoughtful
14 conversation is inappropriate. I would caution the
15 board to either vote up or down. You either vote -- if
16 there's votes to revoke; if there's not, then the not,
17 then we can sit down and talk about our work to go
18 forward, whatever that looks like.

19 I mean, they've heard the board's intent. If
20 the board does not vote to revoke, and they are willing
21 on their own to withdraw the litigation so that we can
22 have conversations, it's on their end, their side. But
23 my recommendation to the board is to vote up or down,
24 and then let's move forward on whichever way it goes.

25 PRESIDENT FREER: Mr. Saenz had his light on.

"

109

1 BOARD MEMBER SAENZ: Yeah, as I understand
2 Ms. Gale's response, the problem is that if we vote not
3 to revoke conditionally, it's not conditional, because
4 today is the last day for us to vote to revoke. So that
5 even if that condition is never met in the future, we
6 have no opportunity to change our decision of not
7 revoking to revoking, because this is it.

12.11.07 transcript.txt
8 BOARD MEMBER GILBERT-LURIE: Okay.
9 BOARD MEMBER SAENZ: That's what I understand
10 the legal problem to be.
11 BOARD MEMBER GILBERT-LURIE: When would we be
12 able to move again to revoke? If we -- if we did not
13 revoke today and we made it clear that it was contingent
14 upon reaching resolution on these issues, and Today's
15 Fresh Start did not act in good faith, when would we be
16 able to begin a process to revoke? Tomorrow? At any
17 point we wanted?
18 MS. GALE: We are out of time on this process.
19 BOARD MEMBER GILBERT-LURIE: Right. Could we
20 bring a new process tomorrow?
21 PRESIDENT FREER: We have 30 days.
22 BOARD MEMBER GILBERT-LURIE: I'm just --
23 PRESIDENT FREER: We used 7 of the 30.
24 SUPERINTENDENT ROBLES: I think what we -- what
25 my concern would we is that would we be, then, accused

"

110

1 of retribution if we began to start a new process.
2 BOARD MEMBER WAUGH: Uh-huh.
3 SUPERINTENDENT ROBLES: Could a new process
4 start throughout the year, sure. Something could
5 trigger something on January 10th that comes to me in an
6 e-mail, and I begin, you know, that investigation again.
7 Of course, I'm going to continue to do my work
8 and our work. But to say that it would be something
9 contingent because they didn't do something, it would be
10 a whole new process that could take us four months, six

12.11.07 transcript.txt
11 months, eight months.
12 BOARD MEMBER GILBERT-LURIE: Well, I think this
13 is an opportunity to create a memorandum of
14 understanding, and that memorandum of understanding
15 could work as a basis for going forward. There is no
16 reason -- they're agreeing to a memorandum of
17 understanding on record, and we are -- that we couldn't
18 go about creating that.
19 MS. GALE: Mr. Shelton reminds me that then
20 violation or the failure of an MOU itself is not grounds
21 for revocation.
22 MR. SHELTON: There are limited grounds.
23 PRESIDENT FREER: Mrs. Beauchamp -- are you
24 finished?
25 BOARD MEMBER GILBERT-LURIE: But we still have

111

1 our issues which supposedly are grounds. They're either
2 corrected or there not.
3 PRESIDENT FREER: Mrs. Beauchamp?
4 BOARD MEMBER BEAUCHAMP: We had a motion on the
5 floor.
6 PRESIDENT FREER: Right.
7 BOARD MEMBER BEAUCHAMP: And then you accepted
8 another motion.
9 BOARD MEMBER GILBERT-LURIE: An amendment.
10 PRESIDENT FREER: A substitute.
11 BOARD MEMBER GILBERT-LURIE: A substitute
12 motion.
13 BOARD MEMBER BEAUCHAMP: A substitute motion?

12.11.07 transcript.txt
14 PRESIDENT FREER: Yes.
15 BOARD MEMBER BEAUCHAMP: But that was never
16 approved by those who made the original motion.
17 PRESIDENT FREER: Not yet.
18 BOARD MEMBER GILBERT-LURIE: It was moved and
19 seconded, and we're discussing it.
20 PRESIDENT FREER: The procedure will be that
21 we'll vote on the substitute first, and then on the
22 original motion.
23 BOARD MEMBER BEAUCHAMP: But I thought a
24 substitute had to be accepted by the maker of the first
25 motion.

112

1 BOARD MEMBER ANDERSON: No, that's amendment.
2 BOARD MEMBER SAENZ: I thought the instruction
3 was that I would not accept it, and I will not accept
4 it. So now the board as a whole can vote to override my
5 refusal to accept it.
6 PRESIDENT FREER: Legal counsel? It is my
7 understanding that it is not an amendment, this is a
8 substitute motion. It's my understanding that we would
9 vote on the substitute motion first.
10 MS. GALE: I believe that's incorrect.
11 Mrs. Gilbert-Lurie stated that she was making an amended
12 motion.
13 PRESIDENT FREER: Did you?
14 BOARD MEMBER GILBERT-LURIE: That's not my
15 motion.
16 PRESIDENT FREER: No, it wasn't.

12.11.07 transcript.txt
17 BOARD MEMBER ANDERSON: I said a substitute.
18 PRESIDENT FREER: It was Mrs. Anderson's
19 motion.
20 SUPERINTENDENT ROBLES: She made a substitute
21 motion.
22 BOARD MEMBER ANDERSON: I said "substitute."
23 PRESIDENT FREER: She used the term
24 "substitute," because I wrote it down.
25 MS. GALE: And in order to entertain one, you

113

1 would need a majority of the board to vote --
2 PRESIDENT FREER: Yeah, but --
3 MS. GALE: -- on substituting the motion.
4 BOARD MEMBER PAPADAKIS: Don't we vote on the
5 first motion first?
6 MS. GALE: You should vote on the first motion,
7 unless it's an amendment to the original motion. If
8 it's a substitute, what is --
9 BOARD MEMBER WAUGH: It's not an amendment, no.
10 MS. GALE: It's really not a substitute,
11 it's --
12 SUPERINTENDENT ROBLES: It's a new motion.
13 BOARD MEMBER WAUGH: Yeah.
14 MS. GALE: Yes, it's a new motion.
15 SUPERINTENDENT ROBLES: It's a new motion.
16 There is no substitute, it's a new motion.
17 BOARD MEMBER ANDERSON: Well, you know what,
18 I'll withdraw my motion.
19 BOARD MEMBER GILBERT-LURIE: I'll withdraw my

12.11.07 transcript.txt

20 second.

21 BOARD MEMBER ANDERSON: And we can vote on -- I
22 call for the question on the original motion.

23 PRESIDENT FREER: Okay.

24 BOARD MEMBER SAENZ: No, Madam Chair, I'd like
25 to be heard.

114

1 PRESIDENT FREER: Do you want to speak,
2 Mr. Saenz?

3 BOARD MEMBER SAENZ: Yes. Well, I stated my
4 position earlier, and it basically has not changed. But
5 I'm going to reiterate a portion of what I said, which
6 is I know that this process will continue. We will
7 continue to be in litigation. There will, I hope, be --
8 I assume be an appellate administrative process
9 followed.

10 In light of the concerns legitimately expressed
11 by Mrs. Gilbert-Lurie, I would amend my motion to simply
12 add that the board directs the superintendent to do
13 everything within her power to urge the State Board, in
14 acting on any appeal, to ensure that it acts on a
15 timeline that would permit students currently enrolled
16 to finish out the year.

17 PRESIDENT FREER: The superintendent just
18 stated that that won't happen.

19 BOARD MEMBER SAENZ: I understand the
20 superintendent -- excuse me, Madam President.

21 PRESIDENT FREER: Yes, proceed.

22 BOARD MEMBER SAENZ: I'm making an amendment to

12.11.07 transcript.txt
23 my motion. I heard what the superintendent said. The
24 fact is that we do have the ability to express an
25 opinion.

0

115

1 PRESIDENT FREER: Uh-huh, uh-huh.
2 BOARD MEMBER SAENZ: The State Board can ignore
3 our opinion. We have a staff in Sacramento who can go
4 and urge our opinion, and the State Board can choose to
5 ignore it.
6 BOARD MEMBER GILBERT-LURIE: Okay. Is there a
7 second?
8 BOARD MEMBER SAENZ: I understand that there is
9 no authority.
10 BOARD MEMBER GILBERT-LURIE: We need a second.
11 BOARD MEMBER SAENZ: But I am adding to my
12 motion that we undertake efforts to try to convince the
13 State Board that in acting on any appeal, they do so in
14 a manner that would permit the currently enrolled
15 students to finish out the year.
16 BOARD MEMBER BEAUCHAMP: I'll second that
17 amendment.
18 BOARD MEMBER GILBERT-LURIE: Did you second it?
19 BOARD MEMBER BEAUCHAMP: Uh-huh.
20 PRESIDENT FREER: It was seconded by
21 Mrs. Beauchamp. In fact, you were the second of the
22 original motion.
23 BOARD MEMBER PAPADAKIS: I would like to call
24 for the vote, unless there is discussion.
25 BOARD MEMBER WAUGH: No.

12.11.07 transcript.txt

0

116

1 BOARD MEMBER PAPADAKIS: Is there discussion?
2 PRESIDENT FREER: Well, the amendment is now a
3 part -- it's not a substitute, as he added an amendment.
4 BOARD MEMBER SAENZ: And I was the moving and
5 the seconding, so we've amended the original motion.
6 PRESIDENT FREER: So you're restating the
7 original motion?
8 BOARD MEMBER GILBERT-LURIE: We're voting on
9 the amendment now.
10 PRESIDENT FREER: No, I'm getting two messages
11 here. I'm getting one message that we're making an
12 amendment, and I'm getting one message that
13 we're restating --
14 BOARD MEMBER ANDERSON: Point of order.
15 BOARD MEMBER SAENZ: I was the original moving
16 party. I can amend the motion --
17 BOARD MEMBER ANDERSON: Point of order.
18 BOARD MEMBER SAENZ: -- if the seconding party
19 agrees. She did.
20 BOARD MEMBER ANDERSON: Point of order, please.
21 The motion was made by Mr. Saenz, and it was seconded
22 by --
23 PRESIDENT FREER: Mrs. Beauchamp.
24 BOARD MEMBER ANDERSON: -- Mrs. Beauchamp. And
25 the amendment was made by Mr. Saenz, and the second was

0

117

12.11.07 transcript.txt

1 made by Mrs. Beauchamp. And therefore we vote on the
2 amended motion.
3 BOARD MEMBER SAENZ: In total.
4 BOARD MEMBER ANDERSON: In total.
5 BOARD MEMBER SAENZ: Yes.
6 BOARD MEMBER ANDERSON: Uh-huh.
7 PRESIDENT FREER: Are you ready?
8 Mr. Saenz?
9 BOARD MEMBER SAENZ: Yes.
10 BOARD MEMBER ANDERSON: Restate the motion,
11 please.
12 BOARD MEMBER SAENZ: Sure. The motion is to
13 approve the superintendent's recommendation to revoke
14 the charter of Today's Fresh Start, and to direct the
15 superintendent to use the means at her disposal to urge
16 the State Board, in any appellate process, to act in a
17 manner that would permit the currently enrolled students
18 to finish out the year.
19 PRESIDENT FREER: Mr. Saenz?
20 BOARD MEMBER SAENZ: Yes.
21 PRESIDENT FREER: Mrs. Waugh?
22 BOARD MEMBER WAUGH: Yes.
23 PRESIDENT FREER: Mrs. Anderson?
24 BOARD MEMBER ANDERSON: No.
25 PRESIDENT FREER: Mrs. Beauchamp?

0

118

1 BOARD MEMBER BEAUCHAMP: Yes.
2 PRESIDENT FREER: Mrs. Papadakis?
3 BOARD MEMBER PAPADAKIS: Yes.
Page 106

12.11.07 transcript.txt

4 PRESIDENT FREER: Mrs. Gilbert-Lurie?
5 BOARD MEMBER GILBERT-LURIE: No.
6 PRESIDENT FREER: The Chair votes no, so we
7 have a split board. We have a 4-3 vote to uphold the
8 revocation, 4-3. Okay. That closes the situation, the
9 matter.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

* * *

0

119

1
2
3
4
5
6

I, the undersigned, a Certified Shorthand
Reporter of the State of California, do hereby certify:

That the audio recording was listened to and
Page 107

12.11.07 transcript.txt

7 taken down by me using machine shorthand which was
8 thereafter transcribed under my direction; further, that
9 the foregoing is an accurate transcription thereof.

10 I further certify that I am neither financially
11 interested in the action nor a relative or employee of
12 any attorney of any of the parties.

13 IN WITNESS WHEREOF, I have this date subscribed
14 my name.

15

16 Dated: _____

17

18

19

20

SUSAN H. CAIOPOULOS
CSR No. 8122

21

22

23

24

25

□

AUDIO TRANSCRIPTION

12/28/07

Re: Los Angeles County Board of Education
Today's Fresh Start Charter School
December 4, 2007 Meeting

AUDIO TRANSCRIPTION

Transcribed by:
SUSAN H. CAIOPOULOS
CSR No. 8122
Job No. 79868

Page 1

Page 3

1 * * *

2

3 PRESIDENT FREER: We'll call to order the

4 December 4th, 2007 meeting of the Los Angeles County

5 Board of Education.

6 Mrs. Waugh, would you please lead us in the

7 Pledge of Allegiance to the Flag.

8 BOARD MEMBER WAUGH: Please join us. I pledge

9 allegiance to the flag of the United States of America,

10 and to the republic for which it stands, one nation,

11 under God, indivisible, with liberty and justice for

12 all.

13 PRESIDENT FREER: Thank you, Mrs. Waugh.

14 Dr. Robles is downtown meeting with the Board

15 of Supervisors, so we have Mr. Ken Shelton as our

16 administrator today.

17 Mr. Shelton, are there any changes to the

18 agenda?

19 MR. SHELTON: No, Madam President, other than

20 the hearing for the LACOE Sup Annual Service and Budget

21 Plan is at 5:00.

22 BOARD MEMBER SAENZ: Move approval.

23 PRESIDENT FREER: Moved by Mr. Saenz.

24 BOARD MEMBER WAUGH: Second.

25 PRESIDENT FREER: Seconded by Mrs. Waugh to

1

3

4 Re: Los Angeles County Board of Education

5 Today's Fresh Start Charter School

6 December 4, 2007 Meeting

7

8

9

10

11

12

13

14

15 Audio Transcription, transcribed in Irvine,

16 California, by SUSAN H. CAIOPOULOS, Certified Shorthand

17 Reporter No. 8122.

18

19

20

21

22

23

24

25 * All spellings are phonetic

Page 2

Page 4

1 approve the agenda as presented. Any questions? All

2 those in favor?

3 (All say aye.)

4 PRESIDENT FREER: Any objections? Hearing

5 none, we will move on.

6 Approval of minutes, the November 13th minutes.

7 BOARD MEMBER SAENZ: Move approval.

8 BOARD MEMBER BEAUCHAMP: Second.

9 PRESIDENT FREER: Moved by Mr. Saenz, seconded

10 by Mrs. Beauchamp.

11 BOARD MEMBER WAUGH: I need to abstain.

12 PRESIDENT FREER: Right.

13 BOARD MEMBER WAUGH: Because I wasn't here.

14 PRESIDENT FREER: Because you were not here.

15 Any questions? All those in favor?

16 (All say aye.)

17 PRESIDENT FREER: Any opposition? Hearing

18 none, we will go to the minutes of November the 20th.

19 BOARD MEMBER PAPADAKIS: Move approval.

20 PRESIDENT FREER: Moved by Mrs. Papadakis.

21 BOARD MEMBER SAENZ: No motion.

22 BOARD MEMBER WAUGH: You don't need any motion.

23 PRESIDENT FREER: We don't need -- there are no

24 funds involved there?

25 BOARD MEMBER SAENZ: No.

1 (Pages 1 to 4)

AUDIO TRANSCRIPTION

12/28/07

1 PRESIDENT FREER: Okay. We don't need any.
 2 Thank you.
 3 BOARD MEMBER PAPADAKIS: Okay.
 4 PRESIDENT FREER: Thank you for bringing that
 5 to our attention.
 6 BOARD MEMBER PAPADAKIS: Okay.
 7 PRESIDENT FREER: So now we will go to
 8 communications.
 9 (The following agenda items
 10 were discussed but not transcribed
 11 herein: "Communications," "Public
 12 Comments."
 13 PRESIDENT FREER: Thank you, all of you.
 14 And the public speaker, we have Jeannette
 15 Parker who has submitted her request to speak.
 16 And Dr. Parker, when you come up you have five
 17 minutes from the time you're ready to begin.
 18 DR. JEANNETTE PARKER: Good afternoon everyone.
 19 PRESIDENT FREER: Good afternoon.
 20 DR. JEANNETTE PARKER: Honorable Board Members
 21 and LACOE Staff.
 22 We received a report yesterday from LACOE, and
 23 we submitted a letter to you, you know, a hurried letter
 24 within 24 -- you know, a 24-hour turnaround, responding
 25 as best that we could under the constraint of time. And

Page 5

1 about \$30,000. If we had spent full cost it would be
 2 about \$60,000 or more, just on copies. And so that's
 3 what this is. I wanted to share that with you.
 4 And then on the statement of copiers, I wanted
 5 to say, too, and I had mentioned that, that I kind of
 6 want to speak to Mrs. Anderson and Mr. Saenz especially,
 7 because most of our children are African-American and
 8 Hispanic. Our Hispanic population has increased from
 9 the beginning. If you might remember, Mr. Saenz, we
 10 only had about 10 percent. Now we have about 35 percent
 11 Hispanics. And so, you know, we keep moving in the
 12 direction.
 13 But on this point of copying, we don't want
 14 teachers copy, copy, copy. We have learned, because
 15 we've been studying our children, and on the point that
 16 Mrs. Anderson was saying, and Mr. Saenz, the children
 17 need more than paper. They need projects. They need
 18 hands-on. They need manipulatives. They need field
 19 trips. They need things that they can actually learn
 20 from.
 21 And this is what we do. This is an extremely
 22 important part, the old-fashioned way of -- and you can
 23 see we make all these copies, and then we have
 24 supplemental materials and books. They have more than
 25 enough of materials and supplies and books, on time, all

Page 7

1 again, of course, we reiterate that we don't think the
 2 report and the presentation are authorized.
 3 But what I really want you to know is that we
 4 have never had the intent to not be in compliance. That
 5 all that LACOE has asked us to do, we have done it, or
 6 told us to do or mandated, whichever terminology you
 7 might want to use. We have done everything in our power
 8 to be in compliance, on time. And we have -- all our
 9 reports have always been on time.
 10 Yesterday we submitted our annual report and
 11 our audit. And the report that we got yesterday, we
 12 really feel that it was misleading, again, and it was
 13 troubling to a great extent.
 14 And I really kind of hope -- I hope I can try
 15 to put this issue about copiers to bed and to rest, try
 16 to bury it. We went back on all our 2006-2007, and
 17 these are the evidence of all the copies we have had.
 18 These are invoices from the copying.
 19 We had something in the vicinity of 725,000
 20 copies made. That includes our copier, our large
 21 copier. It doesn't even include the other copiers. And
 22 we -- of course you know we don't really think that this
 23 is a material issue, but it has, along with some other
 24 things, presented as a material issue.
 25 We have spent somewhere in the vicinity of

Page 6

1 during the year.
 2 But the children are not going to learn with
 3 just copy, copy, copy. So I think we need to kind of
 4 come, you know, a little more closely to what our
 5 children really, really need.
 6 I want to say on the point of getting along, we
 7 sent a letter to -- we sent a letter to Dr. Delgado, at
 8 the mandate of the board that we sit down and be. For
 9 myself, I feel that we can reconcile. I just have never
 10 in my life, to tell you the truth, met anybody that I
 11 couldn't get along with. You know, because I reach out
 12 and I try to get along.
 13 Dr. Delgado refused, Dr. Robles has refused,
 14 that we sit down and talk. I mean, this is what the
 15 world is about, is about being able to reconcile and sit
 16 down and get along. And I think that when we stop being
 17 able to do that, we're not being as best as human beings
 18 as we can be.
 19 So I just want to put it out there that, you
 20 know, I authored many, many letters, I've talked about
 21 collaborative partnership, getting along. And I just
 22 feel that there should be no reason in this whole world
 23 that we should not be able to get along.
 24 So I'm asking Mrs. Lem, Dr. Robles,
 25 Dr. Delgado, whoever else, Sherry Gale, whoever all the

Page 8

2 (Pages 5 to 8)

AUDIO TRANSCRIPTION

12/28/07

1 players are, that we should be able to get along.
 2 PRESIDENT FREER: Excuse me, Dr. Parker. That
 3 notice was that your time has expired.
 4 DR. JEANNETTE PARKER: Thank you.
 5 PRESIDENT FREER: So if you'll make some
 6 concluding remarks, please.
 7 DR. JEANNETTE PARKER: Yes, ma'am. Thank you
 8 so very much.
 9 So then, you know, we -- it's a moving target.
 10 Whatever we give to the LACOE staff, you hit it this
 11 way, and they come out another way. And it's a moving
 12 target all the time.
 13 But we've done everything that we can to be
 14 pleasing and to be cooperative, but at the same time we
 15 have to defend the school, too. Thank you so kindly.
 16 PRESIDENT FREER: Thank you.
 17 That concludes public input.
 18 (The following agenda items
 19 were discussed but not transcribed
 20 herein: "Association Communications,"
 21 "Consent Calendar," "Discussion, Strategic
 22 Opportunities," "LACOE's Proposed Federal
 23 Priorities for the 110th Congress,"
 24 "Recommendations," "Information Items."
 25 PRESIDENT FREER: All right. Then we will go

Page 9

1 the request that TFS agree to test with LACOE. The CDE
 2 made the same recommendation to TFS that they test with
 3 LACOE. As you know, correspondence of testing concerns
 4 has been in place since June of '07.
 5 Two, in its response to governance processes
 6 and procedures, as of November 6th, 2006, and to the
 7 current day, TFS has not explained nor has it reported
 8 that it will rectify the areas of concern identified by
 9 LACOE.
 10 Three, staff has reevaluated the corrective
 11 action plan based on new submissions by TFS. Of the 53
 12 CAP items, two have future time lines, four items have
 13 been met by TFS, and 47 remain unmet. LACOE
 14 communications with TFS on the areas of concern date
 15 back to January of 2007. However, the majority of the
 16 correspondence began in June of '07.
 17 After review and analysis of TFS's rebuttal
 18 materials and presentations, LACOE stands by its
 19 original recommendation that substantial evidence exists
 20 of violations of the charter, failure to meet or pursue
 21 pupil outcomes as set out in the charter, i.e. testing
 22 irregularities, and violations of the law. TFS has been
 23 notified of these violations and has had a reasonable
 24 opportunity to correct, and has not done so.
 25 Thank you.

Page 11

1 to reports. The first report is Today's Fresh Start
 Charter School Follow-Up Report.
 3 In response to the Board's request, the
 4 Superintendent is providing a written report to the
 5 Board with LACOE's follow-up to the November 5 and 6
 6 response to TFSC to LACOE's Notice of Intent to Revoke.
 7 Dr. Robles, did you have -- or shall I go
 8 directly to Dr. Delgado?
 9 SUPERINTENDENT ROBLES: I think go to
 10 Dr. Delgado.
 11 PRESIDENT FREER: Okay. Dr. Delgado.
 12 DR. DELGADO: Good afternoon President Freer,
 13 Members of the Board, and Dr. Robles.
 14 The Board has been provided with the report
 15 from the Charter School Office that encompasses LACOE's
 16 reply to Today's Fresh Start, TFS, November 6th, 2007
 17 Response to LACOE.
 18 On December 11th, 2007 the Board will vote to
 19 revoke or decline to revoke the TFS charter. At the
 20 Board's request on November 27th, 2007, the CSO prepared
 21 the enclosed written report that you have before you.
 22 Briefly, the report includes the following:
 23 One, the testing irregularity. Responses from TFS as of
 24 November 6th and beyond have not significantly changed
 25 TFS's noncompliance with the testing items, including

Page 10

1 PRESIDENT FREER: Any comments from board
 2 members or the superintendent?
 3 BOARD MEMBER: No.
 4 PRESIDENT FREER: And we did get a --
 5 BOARD MEMBER PAPADAKIS: I do have a question.
 6 PRESIDENT FREER: Yes, Mrs. Papadakis.
 7 BOARD MEMBER PAPADAKIS: Yes, I received it
 8 today, I guess from Fresh Start.
 9 PRESIDENT FREER: This?
 10 BOARD MEMBER PAPADAKIS: Here today at my desk,
 11 yes.
 12 PRESIDENT FREER: This?
 13 BOARD MEMBER PAPADAKIS: Yes. So are you privy
 14 to this?
 15 DR. DELGADO: I was handed that same document
 16 by Mr. Amir at the beginning of the board meeting.
 17 PRESIDENT FREER: Today?
 18 DR. DELGADO: Yes.
 19 PRESIDENT FREER: As I recall, this is their
 20 response.
 21 DR. DELGADO: Yes.
 22 PRESIDENT FREER: They said they had received
 23 it yesterday, or the day before yesterday, and then they
 24 spent the last 24 hours writing a response. Is that
 25 correct?

Page 12

3 (Pages 9 to 12)

AUDIO TRANSCRIPTION

12/28/07

1 SUPERINTENDENT ROBLES: No, that's two
2 different documents.
3 PRESIDENT FREER: Oh, is that something else?
4 BOARD MEMBER ANDERSON: The letter.
5 SUPERINTENDENT ROBLES: The one that was -- the
6 one in your envelope was given to my office last night
7 about 5:00, and that's in response to a memo from -- a
8 previous memo. Is that correct, Mrs. --
9 PRESIDENT FREER: Oh, this was here.
10 BOARD MEMBER: Yeah.
11 DR. DELGADO: There are two -- I apologize,
12 Mrs. Papadakis. I was given a document today.
13 SUPERINTENDENT ROBLES: She is referring to the
14 one in the envelope.
15 DR. DELGADO: Yeah.
16 PRESIDENT FREER: Which I -- this was at my
17 place here, which I haven't even had a chance to open
18 yet.
19 SUPERINTENDENT ROBLES: Right, last night is
20 the one that Mrs. Papadakis is referring to.
21 BOARD MEMBER: Okay.
22 SUPERINTENDENT ROBLES: That's in an envelope.
23 DR. DELGADO: And it looks like this, it's a
24 long --
25 BOARD MEMBER: There was another one two days

Page 13

1 SUPERINTENDENT ROBLES: Correct.
2 DR. DELGADO: -- from Today's Fresh Start, and
3 it was -- and this was the response to the report.
4 PRESIDENT FREER: Mrs. Papadakis, your light is
5 on.
6 BOARD MEMBER PAPADAKIS: I know --
7 PRESIDENT FREER: Go ahead.
8 BOARD MEMBER PAPADAKIS: Aren't we still in a
9 litigation? Are we still in court or being sued or
10 suing?
11 SUPERINTENDENT ROBLES: Yes.
12 BOARD MEMBER PAPADAKIS: Okay.
13 PRESIDENT FREER: Any other questions?
14 Okay. Then we move to -- the next report is
15 the Comprehensive Annual Financial Report, called the
16 CAFR.
17 (The following agenda items
18 were discussed but not transcribed
19 herein: "CAFR, "Public Hearing,"
20 "Budget Revision No. 2," "First
21 Interim Report," "Head Start Update
22 of the Community Assessment,"
23 "Government Relations."
24 PRESIDENT FREER: Okay. Now we go to the
25 calendar, is that the next thing?

Page 15

1 ago.
2 SUPERINTENDENT ROBLES: Right, right. Yeah, I
3 got the one from today.
4 DR. DELGADO: From last night?
5 SUPERINTENDENT ROBLES: Right, that's the one
6 from last night at 5:00.
7 DR. DELGADO: Yes.
8 PRESIDENT FREER: That's this one?
9 DR. DELGADO: Yes.
10 SUPERINTENDENT ROBLES: No, the one in your
11 hand.
12 PRESIDENT FREER: This one?
13 DR. DELGADO: Yes.
14 SUPERINTENDENT ROBLES: Correct. The one in
15 the envelope that was addressed to you, that was last
16 night at 5:00.
17 PRESIDENT FREER: I don't know if all board
18 members realized that. I mean, I didn't have a chance
19 to go through all this stuff.
20 DR. DELGADO: If I may, Dr. Robles,
21 Last night, Dr. Robles is speaking about this
22 document, and it's the landscape -- printed on
23 landscape. But this afternoon we did receive, and I
24 think the board also received a copy, of a letter
25 formatted --

Page 14

1 SUPERINTENDENT ROBLES: Yes.
2 PRESIDENT FREER: Okay. Our meeting schedule.
3 We're finishing December the 4th. Now December the
4 11th, and we just filled you in that -- we know we have
5 a litigation meeting, right, and that we're going to
6 take off the strategic opportunities.
7 SUPERINTENDENT ROBLES: Take out that?
8 PRESIDENT FREER: Yes.
9 SUPERINTENDENT ROBLES: Okay.
10 PRESIDENT FREER: For January, another date.
11 SUPERINTENDENT ROBLES: That's for January,
12 okay.
13 PRESIDENT FREER: Or another date, if we can
14 work it in. Then you can go ahead. I'm sorry, I wanted
15 to bring you up to date on those.
16 SUPERINTENDENT ROBLES: That's great.
17 Okay. So then what we have here, just to
18 reiterate, is that we're going to have a litigation, to
19 give you an update on a couple of key cases that we
20 have, the public hearing, recommendation for budget
21 revision 2, these two -- so the LACOE legislative
22 priorities will be also taken off, correct?
23 PRESIDENT FREER: The federal.
24 SUPERINTENDENT ROBLES: Right, federal.
25 PRESIDENT FREER: Yes.

Page 16

(Pages 13 to 16)

AUDIO TRANSCRIPTION

12/28/07

1 SUPERINTENDENT ROBLES: So that will be taken
2 off.
3 PRESIDENT FREER: Right.
4 SUPERINTENDENT ROBLES: Okay. And then the
5 recommendation for Today's Fresh Start and provision.
6 And then HRS migration, we'll give you a report. It's
7 going to be a verbal report. And some of it, again,
8 will be in other parts of the event that we talked about
9 last time.
10 And then I'd like to go to --
11 PRESIDENT FREER: We don't meet again till
12 January.
13 SUPERINTENDENT ROBLES: Correct.
14 And then on January -- we will need a board
15 finance committee meeting, Mr. Saenz.
16 MR. SAENZ: Oh, yes.
17 PRESIDENT FREER: On the 8th.
18 SUPERINTENDENT ROBLES: On the 8th.
19 PRESIDENT FREER: It's already there, uh-huh.
20 MR. SHELTON: (Inaudible.)
21 SUPERINTENDENT ROBLES: Right, okay. Good.
22 MR. SHELTON: (Inaudible.)
23 SUPERINTENDENT ROBLES: And the only reason I
24 was trying to get the -- add the governmental relations,
25 if we can -- may I ask the Board to work with the board

Page 17

1 BOARD MEMBER WAUGH: Not interdistrict, no.
2 PRESIDENT FREER: Go ahead.
3 SUPERINTENDENT ROBLES: And -- oh, I'm sorry.
4 And what I'm going to do, based on the number of
5 interdistrict appeals, if we still have three or four, I
6 will take out the report for the process for
7 interdistrict appeals. But I'll know that probably
8 within the next couple of weeks.
9 PRESIDENT FREER: So it will remain a question
10 mark?
11 SUPERINTENDENT ROBLES: Because I know some of
12 these are still going to be heard by staff in the next
13 few weeks. So they can't give me a -- they may come
14 together at the hearing and -- our staff does a good job
15 of arm-wrestling to say, okay, this is off. So it's
16 kind of open right now.
17 PRESIDENT FREER: Okay. Go on, go on to the
18 next one.
19 SUPERINTENDENT ROBLES: And that's all I have
20 right now.
21 PRESIDENT FREER: January 15th?
22 SUPERINTENDENT ROBLES: I'm not going to go
23 there yet, it's too far away.
24 PRESIDENT FREER: Well, I'm going to go there.
25 SUPERINTENDENT ROBLES: Okay.

Page 19

1 president, if we get some of these issues resolved, can
2 I then have a 3:00 governmental relations so we can get
3 the federal, and then start interdistricts around 4:00?
4 Because the others aren't going to be, you know --
5 PRESIDENT FREER: Long?
6 SUPERINTENDENT ROBLES: -- long. But I don't
7 want to do that if you've got three or four permits,
8 because then you'll be too long. So we'll wait closer
9 to that time. And if not --
10 PRESIDENT FREER: Is that agreeable with the
11 Board? Can we do it that way?
12 Okay. Go ahead
13 SUPERINTENDENT ROBLES: And that's all I have.
14 PRESIDENT FREER: We have so many
15 interdistricts.
16 BOARD MEMBER WAUGH: We've never had that ever
17 before.
18 SUPERINTENDENT ROBLES: They're either asking
19 to go now or hoping to get in line for '07-'08 -- '08,
20 '09, '08-'09.
21 PRESIDENT FREER: What?
22 SUPERINTENDENT ROBLES: It's just unusual.
23 BOARD MEMBER WAUGH: Very unusual.
24 PRESIDENT FREER: We might get expulsions this
25 time, but not interdistrict.

Page 18

1 PRESIDENT FREER: Because I see that report by
2 Scott Popkin. He's not going to give a report, isn't he
3 just going to speak to us?
4 SUPERINTENDENT ROBLES: Well, he was going to
5 give a report on the importance of CSBA.
6 PRESIDENT FREER: Oh, okay.
7 SUPERINTENDENT ROBLES: I can put him up as a
8 presentation. I can reorder his report.
9 PRESIDENT FREER: Right, where he's a part of
10 the public hearing?
11 SUPERINTENDENT ROBLES: Right. I'll do it --
12 BOARD MEMBER WAUGH: (Inaudible.)
13 SUPERINTENDENT ROBLES: Yeah.
14 PRESIDENT FREER: Right there.
15 SUPERINTENDENT ROBLES: Do you want me to make
16 it a presentation instead?
17 PRESIDENT FREER: Yeah, right, right.
18 SUPERINTENDENT ROBLES: Okay.
19 PRESIDENT FREER: Rather than a report.
20 BOARD MEMBER WAUGH: I'm sure he could be up
21 there and leave.
22 PRESIDENT FREER: Early, and he doesn't have to
23 stay around.
24 BOARD MEMBER WAUGH: Yeah.
25 SUPERINTENDENT ROBLES: Okay. Well, the only

Page 20

5 (Pages 17 to 20)

AUDIO TRANSCRIPTION

12/28/07

1 reason I put him before, is he's going to speak for
2 about 10, 15 minutes, not just -- so --
3 PRESIDENT FREER: And then you did say
something about the Personnel Commission?
5 SUPERINTENDENT ROBLES: Yes, right now we're
6 looking at approximately -- with the Personnel
7 Commission we're looking at February 19th at around
8 5:00, but we're going to confirm that.
9 PRESIDENT FREER: And we still have not
10 scheduled a midyear superintendent evaluation. We
11 talked about it --
12 SUPERINTENDENT ROBLES: Right.
13 PRESIDENT FREER: -- but we have not scheduled
14 one.
15 SUPERINTENDENT ROBLES: Let's talk about that.
16 PRESIDENT FREER: We are midyear, maybe six
17 months.
18 SUPERINTENDENT ROBLES: Right. So we need to
19 talk, Mrs. Freer.
20 PRESIDENT FREER: Okay. Board Members, we need
21 to --
22 SUPERINTENDENT ROBLES: And maybe if we reduce
23 the hearings on the 8th to just one or two, maybe we
24 could have a quick closed session at the end.
25 PRESIDENT FREER: Okay. Board Members, did you

Page 21

1 PRESIDENT FREER: All those in favor?
2 (All say aye.)
3 PRESIDENT FREER: The meeting is adjourned.
4 Thank you.
5 BOARD MEMBER PAPADAKIS: Thank you.
6
7 * * *
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Page 23

hear that?
BOARD MEMBER WAUGH: To where, to which one?
3 PRESIDENT FREER: January.
4 SUPERINTENDENT ROBLES: If we reduce the number
5 of the presentations --
6 BOARD MEMBER WAUGH: Oh.
7 SUPERINTENDENT ROBLES: -- interdistrict
8 appeals.
9 PRESIDENT FREER: Then maybe we'll have a
10 closed session at the end to go over.
11 SUPERINTENDENT ROBLES: Uh-huh.
12 PRESIDENT FREER: We haven't even decided what
13 instruments you're going to use.
14 SUPERINTENDENT ROBLES: Well, I have some
15 suggestions.
16 MR. SAENZ: I'm open to the elbow.
17 PRESIDENT FREER: What? What did he say?
18 Anything further? Okay. Let me look at my
19 next thing.
20 May I have a motion to adjourn?
21 BOARD MEMBER PAPADAKIS: I so move.
22 BOARD MEMBER BEAUCHAMP: Second.
23 PRESIDENT FREER: Moved by Mrs. Papadakis,
24 seconded by Mrs. Beauchamp was it?
25 BOARD MEMBER BEAUCHAMP: Uh-huh.

Page 22

1
2
3
4 I, the undersigned, a Certified Shorthand
5 Reporter of the State of California, do hereby certify:
6 That the audio recording was listened to and
7 taken down by me using machine shorthand which was
8 thereafter transcribed under my direction; further, that
9 the foregoing is an accurate transcription thereof.
10 I further certify that I am neither financially
11 interested in the action nor a relative or employee of
12 any attorney of any of the parties.
13 IN WITNESS WHEREOF, I have this date subscribed
14 my name.
15
16 Dated: _____
17
18
19
20
21
22
23
24
25

SUSAN H. CAIOPOULOS
CSR No. 8122

Page 24

AUDIO TRANSCRIPTION

12/28/07

<p>A</p> <p>able 8:15,17,23 9:1 abstain 4:11 accurate 24:9 action 11:11 24:11 add 17:24 addressed 14:15 adjourn 22:20 adjourned 23:3 administrator 3:16 African-American 7:7 afternoon 5:18,19 10:12 14:23 agenda 3:18 4:1 5:9 9:18 15:17 ago 14:1 agree 11:1 agreeable 18:10 ahead 15:7 16:14 18:12 19:2 allegiance 3:7,9 America 3:9 Amir 12:16 analysis 11:17 Anderson 7:6,16 13:4 Angeles 1:4 2:4 3:4 annual 3:20 6:10 15:15 anybody 8:10 apologize 13:11 appeals 19:5,7 22:8 approval 3:22 4:6,7 4:19 approve 4:1 approximately 21:6 areas 11:8,14 arm-wrestling 19:15 asked 6:5 asking 8:24 18:18 Assessment 15:22 Association 9:20 attention 5:5 attorney 24:12 audio 1:15 2:15 24:6 audit 6:11 authored 8:20 authorized 6:2 aye 4:3,16 23:2</p>	<p>Beauchamp 4:8,10 22:22,24,25 bed 6:15 began 11:16 beginning 7:9 12:16 beings 8:17 best 5:25 8:17 beyond 10:24 board 1:4 2:4 3:5,8 3:14,22,24 4:7,8,11 4:13,19,21,22,25 5:3,6,20 8:8 10:5 10:13,14,18 12:1,3 12:5,7,10,13,16 13:4,10,21,25 14:17,24 15:6,8,12 17:14,25,25 18:11 18:16,23 19:1 20:12,20,24 21:20 21:25 22:2,6,21,22 22:25 23:5 Board's 10:3,20 books 7:24,25 Briefly 10:22 bring 16:15 bringing 5:4 budget 3:20 15:20 16:20 bury 6:16</p>	<p>19:13 comments 5:12 12:1 Commission 21:4,7 committee 17:15 communications 5:8,11 9:20 11:14 Community 15:22 compliance 6:4,8 Comprehensive 15:15 concern 11:8,14 concerns 11:3 concludes 9:17 concluding 9:6 confirm 21:8 Congress 9:23 Consent 9:21 constraint 5:25 cooperative 9:14 copier 6:20,21 copiers 6:15,21 7:4 copies 6:17,20 7:2 7:23 copy 7:14,14,14 8:3 8:3,3 14:24 copying 6:18 7:13 correct 11:24 12:25 13:8 14:14 15:1 16:22 17:13 corrective 11:10 correspondence 11:3,16 cost 7:1 County 1:4 2:4 3:4 couple 16:19 19:8 course 6:1,22 court 15:9 CSBA 20:5 CSO 10:20 CSR 1:22 24:20 current 11:7</p>	<p>12:15,18,21 13:11 13:15,23 14:4,7,9 14:13,20 15:2 desk 12:10 different 13:2 direction 7:12 24:8 directly 10:8 discussed 5:10 9:19 15:18 Discussion 9:21 document 12:15 13:12 14:22 documents 13:2 downtown 3:14 Dr 3:14 5:16,18,20 8:7,13,13,24,25 9:2 9:4,7 10:7,8,10,11 10:12,13 12:15,18 12:21 13:11,15,23 14:4,7,9,13,20,20 14:21 15:2</p> <p>E</p> <p>Early 20:22 Education 1:4 2:4 3:5 either 18:18 elbow 22:16 employee 24:11 enclosed 10:21 encompasses 10:15 envelope 13:6,14,22 14:15 especially 7:6 evaluation 21:10 event 17:8 evidence 6:17 11:19 Excuse 9:2 exists 11:19 expired 9:3 explained 11:7 expulsions 18:24 extent 6:13 extremely 7:21</p>	<p>finance 17:15 Financial 15:15 financially 24:10 finishing 16:3 first 10:1 15:20 five 5:16 flag 3:7,9 following 5:9 9:18 10:22 15:17 follow-up 10:2,5 foregoing 24:9 formatted 14:25 four 11:12 18:7 19:5 Freer 3:3,13,23,25 4:4,9,12,14,17,20 4:23 5:1,4,7,13,19 9:2,5,16,25 10:11 10:12 12:1,4,6,9,12 12:17,19,22 13:3,9 13:16 14:8,12,17 15:4,7,13,24 16:2,8 16:10,13,23,25 17:3,11,17,19 18:5 18:10,14,21,24 19:2,9,17,21,24 20:1,6,9,14,17,19 20:22 21:3,9,13,16 21:19,20,25 22:3,9 22:12,17,23 23:1,3 Fresh 1:5 2:5 10:1,16 12:8 15:2 17:5 full 7:1 funds 4:24 further 22:18 24:8 24:10 future 11:12</p>
<p>B</p> <p>back 6:16 11:15 based 11:11 19:4</p>	<p>C</p> <p>CAFR 15:16,19 CAIPOULOS 1:21 2:16 24:19 calendar 9:21 15:25 California 2:16 24:5 call 3:3 called 15:15 CAP 11:12 cases 16:19 CDE 11:1 Certified 2:16 24:4 certify 24:5,10 chance 13:17 14:18 changed 10:24 changes 3:17 charter 1:5 2:5 10:2 10:15,19 11:20,21 children 7:7,15,16 8:2,5 closed 21:24 22:10 closely 8:4 closer 18:8 collaborative 8:21 come 5:16 8:4 9:11</p>	<p>D</p> <p>date 11:14 16:10,13 16:15 24:13 Dated 24:16 day 11:7 12:23 days 13:25 December 1:6 2:6 3:4 10:18 16:3,3 decided 22:12 decline 10:19 defend 9:15 Delgado 8:7,13,25 10:8,10,11,12</p>	<p>F</p> <p>failure 11:20 far 19:23 favor 4:2,15 23:1 February 21:7 federal 9:22 16:23 16:24 18:3 feel 6:12 8:9,22 field 7:18 filled 16:4</p>	<p>G</p> <p>Gale 8:25 getting 8:6,21 give 9:10 16:19 17:6 19:13 20:2,5 given 13:6,12 go 4:18 5:7 9:25 10:7 10:9 14:19 15:7,24 16:14 17:10 18:12 18:19 19:2,17,17 19:22,24 22:10 God 3:11 going 8:2 16:5,18 17:7 18:4 19:4,12 19:22,24 20:2,3,4 21:1,8 22:13 good 5:18,19 10:12 17:21 19:14</p>

governance 11:5 Government 15:23 governmental 17:24 18:2 great 6:13 16:16 guess 12:8	Irvine 2:15 issue 6:15,23,24 issues 18:1 items 5:9 9:18,24 10:25 11:12,12 15:17 i.e 11:21	listened 24:6 litigation 15:9 16:5 16:18 little 8:4 long 13:24 18:5,6,8 look 22:18 looking 21:6,7 looks 13:23 Los 1:4 2:4 3:4	N name 24:14 nation 3:10 need 4:11,22,23 5:1 7:17,17,17,18,18,19 8:3,5 17:14 21:18 21:20 neither 24:10 never 6:4 8:9 18:16 new 11:11 night 13:6,19 14:4,6 14:16,21 noncompliance 10:25 notice 9:3 10:6 notified 11:23 November 4:6,18 10:5,16,20,24 11:6 number 19:4 22:4	parts 17:8 percent 7:10,10 permits 18:7 Personnel 21:4,6 phonetic 2:25 place 11:4 13:17 plan 3:21 11:11 players 9:1 please 3:6,8 9:6 pleasing 9:14 pledge 3:7,8 point 7:13,15 8:6 Popkin 20:2 population 7:8 power 6:7 prepared 10:20 presentation 6:2 20:8,16 presentations 11:18 22:5 presented 4:1 6:24 president 3:3,13,19 3:23,25 4:4,9,12,14 4:17,20,23 5:1,4,7 5:13,19 9:2,5,16,25 10:11,12 12:1,4,6,9 12:12,17,19,22 13:3,9,16 14:8,12 14:17 15:4,7,13,24 16:2,8,10,13,23,25 17:3,11,17,19 18:1 18:5,10,14,21,24 19:2,9,17,21,24 20:1,6,9,14,17,19 20:22 21:3,9,13,16 21:20,25 22:3,9,12 22:17,23 23:1,3 previous 13:8 printed 14:22 priorities 9:23 16:22 privy 12:13 probably 19:7 procedures 11:6 process 19:6 processes 11:5 projects 7:17 Proposed 9:22 provided 10:14 providing 10:4 provision 17:5 public 5:11,14 9:17 15:19 16:20 20:10 pupil 11:21 pursue 11:20 put 6:15 8:19 20:7			
H H 1:21 2:16 24:19 hand 14:11 handed 12:15 hands-on 7:18 Head 15:21 hear 22:1 heard 19:12 hearing 3:20 4:4,17 15:19 16:20 19:14 20:10 hearings 21:23 Hispanic 7:8,8 Hispanics 7:11 hit 9:10 Honorable 5:20 hope 6:14,14 hoping 18:19 hours 12:24 HRS 17:6 human 8:17 hurried 5:23	J January 11:15 16:10 16:11 17:12,14 19:21 22:3 Jeannette 5:14,18 5:20 9:4,7 job 1:23 19:14 join 3:8 June 11:4,16 justice 3:11	M machine 24:7 Madam 3:19 majority 11:15 mandate 8:8 mandated 6:6 manipulatives 7:18 mark 19:10 material 6:23,24 materials 7:24,25 11:18 ma'am 9:7 mean 8:14 14:18 meet 11:20 17:11 meeting 1:6 2:6 3:4 3:14 12:16 16:2,5 17:15 23:3 MEMBER 3:8,22,24 4:7,8,11,13,19,21 4:22,25 5:3,6 12:3 12:5,7,10,13 13:4 13:10,21,25 15:6,8 15:12 18:16,23 19:1 20:12,20,24 22:2,6,21,22,25 23:5 members 5:20 10:13 12:2 14:18 21:20 21:25 memo 13:7,8 mentioned 7:5 met 8:10 11:13 midyear 21:10,16 migration 17:6 minutes 4:6,6,18 5:17 21:2 misleading 6:12 months 21:17 motion 4:21,22 22:20 move 3:22 4:5,7,19 15:14 22:21 Moved 3:23 4:9,20 22:23 moving 7:11 9:9,11	O objections 4:4 office 10:15 13:6 oh 13:3,9 17:16 19:3 20:6 22:6 okay 5:1,3,6 10:11 13:21 15:12,14,24 16:2,9,12,17 17:4 17:21 18:12 19:15 19:17,25 20:6,18 20:25 21:20,25 22:18 old-fashioned 7:22 open 13:17 19:16 22:16 opportunities 9:22 16:6 opportunity 11:24 opposition 4:17 order 3:3 original 11:19 outcomes 11:21	I identified 11:8 importance 20:5 important 7:22 Inaudible 17:20,22 20:12 include 6:21 includes 6:20 10:22 including 10:25 increased 7:8 indivisible 3:11 Information 9:24 input 9:17 instruments 22:13 intent 6:4 10:6 interdistrict 18:25 19:1,5,7 22:7 interdistricts 18:3 18:15 interested 24:11 Interim 15:21 invoices 6:18 involved 4:24 irregularities 11:22 irregularity 10:23	K keep 7:11 Ken 3:15 key 16:19 kind 6:14 7:5 8:3 19:16 kindly 9:15 know 5:23,24 6:3,22 7:11 8:4,11,20 9:9 11:3 14:17 15:6 16:4 18:4 19:7,11	L LACOE 3:20 5:21,22 6:5 9:10 10:17 11:1 11:3,9,13,18 16:21 LACOE's 9:22 10:5,6 10:15 landscape 14:22,23 large 6:20 law 11:22 lead 3:6 learn 7:19 8:2 learned 7:14 leave 20:21 legislative 16:21 Lem 8:24 letter 5:23,23 8:7,7 13:4 14:24 letters 8:20 Let's 21:15 liberty 3:11 life 8:10 light 15:4 line 18:19 lines 11:12	P Papadakis 4:19,20 5:3,6 12:5,6,7,10 12:13 13:12,20 15:4,6,8,12 22:21 22:23 23:5 paper 7:17 Parker 5:15,16,18,20 9:2,4,7 part 7:22 20:9 parties 24:12 partnership 8:21

21:1	response 10:3,6,17 11:5 12:20,24 13:7 15:3	sorry 16:14 19:3 speak 5:15 7:6 20:3 21:1 speaker 5:14 speaking 14:21 spellings 2:25 spent 6:25 7:1 12:24 staff 5:21 9:10 11:10 19:12,14 stands 3:10 11:18 start 1:5 2:5 10:1,16 12:8 15:2,21 17:5 18:3 State 24:5 statement 7:4 States 3:9 stay 20:23 stop 8:16 strategic 9:21 16:6 stuffing 7:15 stuff 14:19 submissions 11:11 submitted 5:15,23 6:10 subscribed 24:13 substantial 11:19 sued 15:9 suggestions 22:15 suing 15:10 Sup 3:20 superintendent 10:4,9 12:2 13:1,5 13:13,19,22 14:2,5 14:10,14 15:1,11 16:1,7,9,11,16,24 17:1,4,13,18,21,23 18:6,13,18,22 19:3 19:11,19,22,25 20:4,7,11,13,15,18 20:25 21:5,10,12 21:15,18,22 22:4,7 22:11,14 Supervisors 3:15 supplemental 7:24 supplies 7:25 sure 20:20 SUSAN 1:21 2:16 24:19	21:11 target 9:9,12 teachers 7:14 tell 8:10 terminology 6:6 test 11:1,2 testing 10:23,25 11:3,21 TFS 10:16,19,23 11:1 11:2,7,11,13,14,22 TFSC 10:6 TFS's 10:25 11:17 Thank 3:13 5:2,4,13 9:4,7,15,16 11:25 23:4,5 thereof 24:9 thing 15:25 22:19 things 6:24 7:19 think 6:1,22 8:3,16 10:9 14:24 three 11:10 18:7 19:5 till 17:11 time 5:17,25 6:8,9 7:25 9:3,12,14 11:12 17:9 18:9,25 today 3:16 12:8,10 12:17 13:12 14:3 Today's 1:5 2:5 10:1 10:16 15:2 17:5 told 6:6 transcribed 1:21 2:15 5:10 9:19 15:18 24:8 transcription 1:15 2:15 24:9 trips 7:19 troubling 6:13 truth 8:10 try 6:14,15 8:12 trying 17:24 turnaround 5:24 two 11:5,12 13:1,11 13:25 16:21 21:23	V verbal 17:7 vicinity 6:19,25 violations 11:20,22 11:23 vote 10:18
Q question 12:5 19:9 questions 4:1,15 15:13 quick 21:24	Responses 10:23 rest 6:15 review 11:17 revision 15:20 16:21 revoke 10:6,19,19 right 4:12 9:25 13:19 14:2,2,5 16:5,24 17:3,21 19:16,20 20:9,11,14,17,17 21:5,12,18 Robles 3:14 8:13,24 10:7,9,13 13:1,5,13 13:19,22 14:2,5,10 14:14,20,21 15:1 15:11 16:1,7,9,11 16:16,24 17:1,4,13 17:18,21,23 18:6 18:13,18,22 19:3 19:11,19,22,25 20:4,7,11,13,15,18 20:25 21:5,12,15 21:18,22 22:4,7,11 22:14	State 24:5 statement 7:4 States 3:9 stay 20:23 stop 8:16 strategic 9:21 16:6 stuffing 7:15 stuff 14:19 submissions 11:11 submitted 5:15,23 6:10 subscribed 24:13 substantial 11:19 sued 15:9 suggestions 22:15 suing 15:10 Sup 3:20 superintendent 10:4,9 12:2 13:1,5 13:13,19,22 14:2,5 14:10,14 15:1,11 16:1,7,9,11,16,24 17:1,4,13,18,21,23 18:6,13,18,22 19:3 19:11,19,22,25 20:4,7,11,13,15,18 20:25 21:5,10,12 21:15,18,22 22:4,7 22:11,14 Supervisors 3:15 supplemental 7:24 supplies 7:25 sure 20:20 SUSAN 1:21 2:16 24:19	W wait 18:8 want 6:3,7 7:6,13 8:6,19 18:7 20:15 wanted 7:3,4 16:14 wasn't 4:13 Waugh 3:6,8,13,24 3:25 4:11,13,22 18:16,23 19:1 20:12,20,24 22:2,6 way 7:22 9:11,11 18:11 weeks 19:8,13 went 6:16 we'll 3:3 17:6 18:8 22:9 we're 8:17 16:3,5,18 21:5,7,8 we've 7:15 9:13 18:16 WHEREOF 24:13 whichever 6:6 WITNESS 24:13 work 16:14 17:25 world 8:15,22 writing 12:24 written 10:4,21	
R reach 8:11 ready 5:17 realized 14:18 really 6:3,12,14,22 8:5,5 reason 8:22 17:23 21:1 reasonable 11:23 rebuttal 11:17 recall 12:19 receive 14:23 received 5:22 12:7 12:22 14:24 recommendation 11:2,19 16:20 17:5 Recommendations 9:24 reconcile 8:9,15 recording 24:6 rectify 11:8 reduce 21:22 22:4 reevaluated 11:10 referring 13:13,20 refused 8:13,13 reiterate 6:1 16:18 relations 15:23 17:24 18:2 relative 24:11 remain 11:13 19:9 remarks 9:6 remember 7:9 reorder 20:8 reply 10:16 report 5:22 6:2,10,11 10:1,2,4,14,21,22 15:3,14,15,21 17:6 17:7 19:6 20:1,2,5 20:8,19 reported 11:7 Reporter 2:17 24:5 reports 6:9 10:1 republic 3:10 request 5:15 10:3,20 11:1 resolved 18:1 responding 5:24	S Saenz 3:22,23 4:7,9 4:21,25 7:6,9,16 17:15,16 22:16 saying 7:16 schedule 16:2 scheduled 21:10,13 school 1:5 2:5 9:15 10:2,15 Scott 20:2 Second 3:24 4:8 22:22 seconded 3:25 4:9 22:24 see 7:23 20:1 sent 8:7,7 Service 3:20 session 21:24 22:10 set 11:21 share 7:3 Shelton 3:15,17,19 17:20,22 Sherry 8:25 shorthand 2:16 24:4 24:7 significantly 10:24 sit 8:8,14,15 six 21:16	T take 16:6,7 19:6 taken 16:22 17:1 24:7 talk 8:14 21:15,19 talked 8:20 17:8	U uh-huh 17:19 22:11 22:25 undersigned 24:4 United 3:9 unmet 11:13 unusual 18:22,23 update 15:21 16:19 use 6:7 22:13	Y Yeah 13:10,15 14:2 20:13,17,24 year 8:1 yesterday 5:22 6:10 6:11 12:23,23
			\$ \$30,000 7:1 \$60,000 7:2	
			O 07 11:4,16 18:19 08 18:19,19,20 09 18:20,20	
			I 10 7:10 21:2 11th 10:18 16:4 110th 9:23	

13th 4:6 15 21:2 15th 19:21 19th 21:7				
2				
2 15:20 16:21 20th 4:18 2006 11:6 2006-2007 6:16 2007 1:6 2:6 3:4 10:16,18,20 11:15 24 5:24 12:24 24-hour 5:24 27th 10:20				
3				
3:00 18:2 35 7:10				
4				
4 1:6 2:6 4th 3:4 16:3 4:00 18:3 47 11:13				
5				
5 10:5 5:00 3:21 13:7 14:6 14:16 21:8 53 11:11				
6				
6 10:5 6th 10:16,24 11:6				
7				
725,000 6:19 79868 1:23				
8				
8th 17:17,18 21:23 8122 1:22 2:17 24:20				