

Charter School Review Committee Meeting, 11/24/2003

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In Consideration of the Charter School Status of:  
KHAMIT INSTITUTE  
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Monday, November 24th, 2003

6:00 p.m.

at

MILWAUKEE CITY ATTORNEY'S OFFICE  
200 East Wells Street

Reported by Rose M. Coulthart, RPR

## Charter School Review Committee Meeting, 11/24/2003

1                   A hearing, taken at the instance of the  
2 Charter School Review Committee, pursuant to Section  
3 330-29(3) of the Milwaukee Code of Ordinance,  
4 pursuant to stipulation, before Rose M. Coulthart,  
5 Registered Professional Reporter and Notary Public in  
6 and for the State of Wisconsin was held at 200 East  
7 Wells Street, Milwaukee, Wisconsin, on the 24th day  
8 of November, 2003, commencing at 6:00 p.m. and  
9 concluding at 8:15 p.m.

## 10   A P P E A R A N C E S:

11  
12                   FOR THE CHARTER SCHOOL REVIEW COMMITTEE:

13                   Dr. Howard Fuller, Chairperson  
14                   Ms. Mary E. Diez, Vice Chairperson  
15                   Mr. Kevin Ingram, Committee Member  
16                   Ms. LaRhonda Bearden-Steward, Committee Member  
17                   Ms. Rosario Sanchez, Committee Member \*  
18                   Mr. Michael Daun, Committee Member  
19                   Ms. Roxane Crawford, Advisory Counsel

20                   FOR THE DEPARTMENT OF ADMINISTRATION:  
21                   Mr. Michael Soika

## 22                   FOR KHAMIT INSTITUTE:

23                   Mr. Jerry Tarrer  
24                   Ms. Yakini Shabaka

## 25                   ALSO PRESENT:

                  Multiple Observers

\* Left early

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I N D E X

TESTIMONY

BY MR. MICHAEL SOIKA	15
BY MS. SUE GRAMLING	37
BY MS. YAKINI SHABAKA and BY MR. JERRY TARRER	44

E X H I B I T S

EXHIBIT NO.		PAGE MARKED
1	Compilation of Documents of CSRC	4
2	Khamit's Response Document	71

(The reporter retained Exhibit Nos. 1-2 to copy and attach to the transcripts.)

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## TRANSCRIPT OF PROCEEDINGS

(Exhibit No. 1 marked for identification.)

DR. FULLER: It's six o'clock, and we'll call the meeting to order. I'd like to welcome everyone. Tonight we're holding a hearing. Charter School Review Committee is holding a hearing under Section 330-29(3) of the Milwaukee Code of Ordinance, which is taking place, as I said, before the City of Milwaukee Charter School Review Committee.

The Charter School Review Committee has completed its investigation under Section 330-29(3) under the Milwaukee Code of Ordinance and determined that there's a possible cause for termination of the Charter School contract between the City and Khamit Institute, Inc. and revocation of Khamit's Charter.

The purpose of the hearing held today is to allow the Charter School Review Committee to gather evidence, create a record and make written findings and recommendations to the Common Council as to whether Khamit's contract be terminated and its Charter revoked.

The November 18th notice of hearing that was delivered to Khamit identifies the basis of the committee's investigation and determination that

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1 possible cause for termination and revocation exists.  
2 The basis is for contract violations. 1.) Khamit  
3 failed to administer the required fourth grade  
4 Standard Diagnostic Reading Test for both academic  
5 years 2000 and 2001 and 2002-2003; 2.) Khamit failed  
6 to administer direct instruction placement tests at  
7 the end of the 2002-2003 academic year; 3.) Khamit  
8 failed to timely pay its oversight fees to the City  
9 in accordance with Section 330-27 of the Milwaukee  
10 Code of Ordinances; and 4.) Khamit failed to properly  
11 notify the Charter School Review Committee of its  
12 anticipated relocation of its school and failed to  
13 receive approval from the Charter School Review  
14 Committee prior to its relocation.

15 What we would like to do is I want to  
16 make sure that anyone who wants to speak tonight will  
17 have the opportunity to speak. But if you speak, it  
18 will have to be on one of these four issues. So that  
19 anything that you have to bring forward that will  
20 relate in any way to these four issues will be  
21 welcome. But I would ask you if you don't have  
22 anything to say that relates to these four issues,  
23 then I would ask you to please not speak because it  
24 won't be relevant to the discussions.

25 But, you know, I don't want to cut nobody

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1 off who feels the spirit. But if you feel the  
2 spirit, feel it, you know, around one of these four  
3 issues. And that will help us.

4 What I'd like to now do is talk about  
5 the exhibits that will be received into evidence.  
6 And I'll ask Mike Soika if he will walk through the  
7 exhibits that will be received into evidence

8 MR. SOIKA: The Committee has a packet  
9 before them, and I'll just kind of walk through what  
10 you have. Pages 1 and 2 are a letter from Dr. Fuller  
11 to Mr. Tarrer informing him of the hearing tonight  
12 and outlining -- laying out the four conditions that  
13 Dr. Fuller read off earlier.

14 Page 3 through 8 are copies of the  
15 Milwaukee Code of Ordinance relating to the Charter  
16 School Review Committee and the powers that it has.  
17 I'm sorry.

18 DR. FULLER: It's 3 through 12.

19 MR. SOIKA: 3 through 12, right. Page 13  
20 through 21 is a copy of the August 31st, 1998  
21 contract between the City of Milwaukee and Khamit  
22 Institute.

23 MS. CRAWFORD: Is it page 35?

24 MR. SOIKA: 13 through 21.

25 MS. CRAWFORD: No. I'm sorry. Through 33?

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1 MR. SOIKA: Okay. You're right. Through  
2 33.

3 Page 34 is an October 10th contract  
4 amendment, October 10th, 2000, that allowed Khamit  
5 to move its premises to the 3908 West Capitol Drive.  
6 That goes through 35.

7 Page 36 through 52 I believe is the  
8 contract dated April 28th, 2003, between the City  
9 of Milwaukee and Khamit Institute.

10 DR. FULLER: Just so everyone is clear,  
11 even though you cited page 34 as dealing with the  
12 ability to move to the Kujichagulia Center, it is in  
13 fact the first page of the contract. Is that the  
14 amendment to the Charter School Contract?

15 MR. SOIKA: It's the amendment to the  
16 Charter School contract that allows them to --

17 DR. FULLER: Okay.

18 MR. SOIKA: Page 53 through 102 -- and I'll  
19 go through some of the subsequent documents. But 53  
20 through 102 is the beginning of the annual report  
21 that we presented to the Common Council and all of  
22 the attachment E in that report that refers to  
23 Khamit Institute.

24 Pages 53 through -- 53 through 69 are  
25 the introductions of that report. Page 70 is a

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1 chronology of events that is compiled by myself and  
2 the Department of Administration. That goes through  
3 page 72. Page 73 is a letter to Mr. Tarrer from  
4 myself identifying issues. It's an August 22,  
5 2003, letter identifying some issues regarding  
6 nonsufficient payment of funds.

7 Page 74 is a letter from Mr. Tarrer to  
8 Dr. Fuller identifying the need to move the school  
9 location to the Parklawn School, I'm sorry, Parklawn  
10 YMCA. Page 75 and 76 is a September 9th letter  
11 from Dr. Fuller to Mr. Tarrer identifying issues that  
12 the Charter School Review Committee had about Khamit  
13 asking Khamit to make comments on the seven issues.

14 Page 77 is a response that the  
15 Department of Administration received from Mr. Tarrer  
16 on September 9th, 2003. We had asked him a series  
17 of questions regarding some financial issues. And  
18 this is Mr. Tarrer's response through 78.

19 Beginning on page 79 there's a  
20 document that Mr. Tarrer and Khamit staff had  
21 presented to the September 15th public hearing that  
22 the Charter School Review Committee had conducted,  
23 and this is in response to the seven questions that  
24 Dr. Fuller asked him to come prepared to discuss.  
25 That goes through page 84.



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1                   Page 85 is the beginning of a report  
2                   from consultants hired by the Charter School Review  
3                   Committee and the City of Milwaukee to look at the  
4                   finance management of all the schools. This  
5                   particular report talks about their findings in a  
6                   special audit we asked them to do for Khamit  
7                   Institute. That goes through page 87.

8                   The new page 88 is another special  
9                   report we received -- the Charter School Review  
10                  Committee received from M.L. Tharps & Associates  
11                  regarding financial conditions of the Khamit  
12                  Institute. And that goes through page 96.

13                  Page 97 is a September 18th letter  
14                  from myself to Mr. Tarrer asking additional questions  
15                  that we need to -- the Charter School Review  
16                  Committee needed to clarify regarding its finance  
17                  management. Page 98 is also a  
18                  September 18th letter from myself to M.L. Tharps &  
19                  Associates identifying four areas we'd like them to  
20                  explore further regarding Khamit finance management.

21                  Page 99 -- beginning on page 99 is an  
22                  October 23rd, 2003, letter from Mr. Tarrer to  
23                  Dr. Fuller talking about testing questions that the  
24                  Charter School Review Committee had. And in this  
25                  document Khamit identifies that one of the critical

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1 tests was not conducted.

2 Page 102 through 104 are documents  
3 prepared by the Department of Administration dealing  
4 with Khamit payment of oversight fees and the check  
5 being returned for nonsufficient funds and the  
6 payment finally made. Page 105 through 108 --

7 DR. FULLER: This is for 2002?

8 MR. SOIKA: It's for -- the previous one  
9 was for 2002.

10 DR. FULLER: Correct.

11 MR. SOIKA: Page 105 through 108 is for  
12 2003, again identifying checks that were returned for  
13 insufficient funds. A letter sent to Khamit  
14 requesting payment and a document identifying a  
15 series of communications from the Department of  
16 Administration staff to Khamit requesting funds be  
17 paid.

18 Page 109 is a occupancy permit for the  
19 school location at 4340 North 46th Street dated  
20 January 15th, 2003.

21 Page 110 begins Appendix A which is  
22 the academic criteria that's attached to the current  
23 contract. That goes through page 116. 117 is a  
24 November 10th, 2000, memo from Sue Gramling from  
25 the Children's Research Center to Ms. Yakini Shabaka.

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1 And it's codifying the educational outcome goals that  
2 Khamit will aspire to for the 2000-2001 academic  
3 year.

4 Page 120 is a May 23rd, 2001, letter  
5 from Dr. Fuller to Khamit Institute. It was actually  
6 sent to all the Charter schools, in essence, saying  
7 that there may be some problems, but if there are  
8 problems, please tell us so that we can work them --  
9 work with you on them.

10 Page 121 begins minutes of the Charter  
11 School Review Committee dated October 8th, 2001.  
12 These minutes identify discussions regarding a  
13 Stanford Diagnostic Reading Test that was not  
14 administered in the year 2000-2001 by Khamit  
15 Institute.

16 Page 126 through 127 is the student  
17 learning memorandum for 2002-2003 compiled by Khamit  
18 in conjunction with the Children's Research Center.

19 Page 128 is a memo to all the Charter  
20 school administrators from Dr. Fuller and Dr. Diez,  
21 both from the Charter School Review Committee, dated  
22 November 5, 2002. In it is identifying standardized  
23 tests that must be administered, specifically noting  
24 the Stanford Diagnostic Reading Test for the first,  
25 second and fourth grade.

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1                   And then page 129 through the end is  
2 the final report we received from the M.L. Tharps &  
3 Associates, finance management consultants, on all of  
4 the Charter schools chartered by the City of  
5 Milwaukee.

6                   DR. FULLER: And the ending page is 144.

7                   MR. SOIKA: And it ends on page 144.

8                   DR. FULLER: Okay. So could I just have a  
9 motion from someone on the committee to receive these  
10 exhibits into evidence?

11                   DR. DIEZ: So moved.

12                   DR. FULLER: Is there a second?

13                   MS. SANCHEZ: Second.

14                   DR. FULLER: Any discussion? All in favor  
15 please say aye.

16                   (Simultaneous aye from all committee  
17 members.)

18                   DR. FULLER: Opposed?

19                   (No response).

20                   DR. FULLER: Thank you. The way we will  
21 conduct the hearing from this point is that we'll ask  
22 the Department of Administration to lay out the  
23 results of their investigation. And then we'll give  
24 the committee a chance to ask any questions that you  
25 have of the Department. And then we'll give Khamit

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1 an opportunity to ask any questions that you have of  
2 anything that the Department raises that you want to  
3 ask any questions of.

4 Then once that part is completed, I'll  
5 ask Sue Gramling to come forward to give the  
6 Committee any information that you have as it has to  
7 do with any of these issues. And Khamit will then  
8 have the opportunity to ask them any questions after  
9 the Committee asks any questions. And I'll also see  
10 if Janice Ereth will have anything to add after Sue.  
11 So it will be Sue Gramling and if Janice has anything  
12 to add. Then the Committee can ask any questions.  
13 And then Khamit can ask them any questions that you  
14 have.

15 Once that's done, then whoever wants  
16 to represent Khamit can come forward and lay out your  
17 case as it relates to these issues and then see if  
18 there are any questions from the Committee.

19 After that, if there's anybody else in  
20 the audience who has anything that would be, you  
21 know, pertinent to these issues, we would give you an  
22 opportunity to bring those points forward.

23 So is everybody clear on how we're  
24 going to proceed? Okay. Thank you.

25 MS. CRAWFORD: Dr. Fuller, my name is

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1 Roxane Crawford. I'm an assistant city attorney.  
2 And I'm here this evening in my capacity of  
3 representing the Charter School Review Committee in  
4 case they have any questions.

5 Prior to the hearing I asked  
6 Mr. Tarrer of Khamit whether they had any additional  
7 documents that they wanted to have introduced into  
8 the record. And apparently you don't have any  
9 exhibits but you do have people that you want to  
10 testify; is that correct?

11 MR. TARRER: (Nodding.)

12 MS. CRAWFORD: Okay.

13 DR. FULLER: Before we get started, I  
14 should have allowed each of the Charter School Review  
15 Committee members to introduce themselves so you all  
16 know who's on the committee. So I'll start to my  
17 right with LaRhonda.

18 MS. BEARDEN-STEWARD: LaRhonda Steward.

19 MR. INGRAM: Kevin Ingram.

20 DR. FULLER: Howard Fuller.

21 DR. DIEZ: Mary Diez.

22 MR. DAUN: Mike Daun.

23 MR. SOIKA: Mike Soika with the Department  
24 of Administration.

25 MS. SANCHEZ: Rosario Sanchez.

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1 DR. FULLER: So for the people in the  
2 audience, LaRhonda, Kevin, Mary, Mike, Rosario and  
3 myself make up the Committee. There's one other  
4 member of the Committee who's not here. And that's  
5 Bob Jasna.

6 So we need four people to have a  
7 quorum so we have a quorum, you know, for this  
8 meeting. Rosario has a class. So she's going to  
9 have to leave to go to her class. So when she gets  
10 up and leaves, I'm just explaining to you why she  
11 would have to leave.

12 Okay. Mr. Soika?

13 MIKE SOIKA, called as a witness herein,  
14 having been first duly sworn on oath, was examined  
15 and testified as follows:

16 TESTIMONY

17 MR. SOIKA: I'm going to start with an  
18 apology. I'm going to have the committee bouncing  
19 around this book in front of you quite a bit.

20 The first section I'm going to address  
21 is the allegation that Khamit failed to administer  
22 the fourth grade Stanford Diagnostic Reading Test in  
23 two of the last three years.

24 We are going to show in the documents  
25 that the requirement for this test was clearly

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1 identified in contracts with Khamit, in memos with  
2 Khamit and in Khamit's own Student Learning  
3 Memorandum.

4 If you would turn to page 13, the  
5 August 31st, 1998 contract?

6 (All turn to portion of document  
7 referenced)

8 Actually, if you go to page 21, right  
9 at the very top the Charter School shall administer  
10 such exams as may be required under State Statutes  
11 118.4, et cetera.

12 And the Charter School agrees to meet  
13 with and work with the Charter School Review  
14 Committee to develop an accountability plan by which  
15 pupils' progress in attaining educational goals will  
16 be measured for purposes under paragraph II.C.3 of  
17 their contract.

18 Just to say that we say in the  
19 contract that they will meet certain criteria in  
20 regards to standardized tests and local measures. If  
21 you go to page 36, the beginning on page 36, is the  
22 contract with Khamit that we have dated April 28,  
23 2003.

24 If you go to page 40 of that contract  
25 Item D, you will see that it states fairly clearly



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1 that Charter School shall use the following  
2 standardized tests and local measures to measure  
3 pupil progress under State Statutes 118.01. And  
4 local measures, such measures as described in  
5 Appendix A.

6 And under standardized tests, the  
7 Charter School shall administer such standardized  
8 tests as may be required under State Statutes cited.  
9 So, again, it's clear in the contract that the tests  
10 are required.

11 If you go to page --

12 DR. FULLER: Hold it. Could you read the  
13 second paragraph under that standardized test?

14 MR. SOIKA: In those grade levels in which  
15 standardized testing is --

16 THE REPORTER: Can you slow down, please?

17 MR. SOIKA: I'm sorry. In those grade  
18 levels in which standardized testing is not required  
19 under Section 118.4 (2r) (d), No Child Left Behind  
20 Act of 2001 or other law or in which only a  
21 standardized reading test is required, Charter School  
22 shall administer such standardized tests as may be  
23 required by the Charter School Review Committee.

24 DR. FULLER: And could you read the next  
25 part?

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1 MR. SOIKA: I just finished the section.  
2 Charter School shall report the results of the  
3 standardized tests to the Charter School Review  
4 Committee or its designee in such a manner as the  
5 Charter School Review Committee may determine.

6 DR. FULLER: Thanks.

7 MR. SOIKA: If you go to beginning page 110  
8 to Appendix A, and beginning on the very bottom of  
9 page 111, the following lays out the assessment plan  
10 for the City of Milwaukee's Charter Schools. In  
11 addition, it provides a policy under which Charter  
12 Schools may be placed on probation and/or have their  
13 Charter rescinded.

14 It goes onto the next page, measures  
15 of performance. Again, it identifies the  
16 standardized testing for first, second and fourth  
17 grade as the Stanford Reading Test. And then in Item  
18 2, local measures, it says schools must adopt a  
19 curriculum that builds to the expectations that we  
20 use as a community to measure student achievement,  
21 i.e., the standardized tests required by the State of  
22 Wisconsin in some years and comparable tests in the  
23 remaining years.

24 If you go to page beginning 117, it's  
25 a memorandum from Ms. Sue Gramling from the

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1 Children's Research Center to Ms. Yakini Shabaka of  
2 the Khamit Institute. It's dated November 10th of  
3 2000. And it's the final Khamit Institute  
4 educational outcome goal for 2000-2001 academic year.

5 If you go to page 118, the following  
6 page, under local measures right in the middle, at  
7 least 75 percent of the students will demonstrate the  
8 gain of one grade level in reading, math, reasoning  
9 and writing as measured by comparing fall and spring  
10 direct instruction tests. This is important because  
11 one of the allegations is that Khamit failed to  
12 administer the final direct instruction tests for the  
13 last school year.

14 If you go to page 120 --

15 DR. FULLER: Page 119?

16 MR. SOIKA: I'm sorry. Page 119, grade  
17 level measurement -- grade level: Four measurement  
18 tools: Stanford Diagnostic Reading Test and  
19 Wisconsin Knowledge and Concepts Exams. These tests  
20 will be administered on an annual basis and in the  
21 time frame identified by the State Department of  
22 Public Instructions.

23 Page 120 is a May 23rd, 2001, letter  
24 from Dr. Fuller to the Khamit Institute Yakini  
25 Shabaka. I'll just read the last paragraph of the

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1 letter.

2 I am writing at the direction of the  
3 Charter School Review Committee to urge you to  
4 communicate quickly and completely with me or DOA  
5 staff if you are unable to comply with the audit  
6 submission deadline, the oversight fee deadline or  
7 any other provision of your contract with the City.  
8 Unavoidable problems with compliance deadlines  
9 sometimes do arise. Good faith efforts to rectify  
10 the situation are always welcome. But unless both  
11 the school's problem and its effort to come into  
12 compliance as soon as possible are promptly and fully  
13 explained to the Charter School Review Committee or  
14 those who staff us, neither the committee nor those  
15 who oversee our own performance will know whether a  
16 particular instance of noncompliance is the result of  
17 negligence and cannot be excused or arises from an  
18 unavoidable but temporary breakdown that the school  
19 is doing everything it can to put right and which the  
20 Committee would be justified in excusing.

21 In essence, it identifies very key  
22 areas where the Committee expects compliance and  
23 says, if you can't comply, please talk to us.

24 If you go to page -- beginning page  
25 121, you'll see that these are October 8th, 2001,

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1 minutes of the Charter School Review Committee. If  
2 you go to page 123, Item 23 of those minutes, you  
3 will see that the issue of Khamit Institute not  
4 administering the Stanford Diagnostic Reading Test  
5 for the school year 2000-2001 was addressed by the  
6 Committee at that time.

7 I will read Item 23. Pilar Gomez  
8 asked about why Khamit omitted to administer the  
9 Stanford Diagnostic Reading Test. Ms. Shabaka said  
10 she was not aware of the requirement. Pilar Gomez  
11 asked David Riemer whether and how the requirement  
12 was communicated to City-sponsored Charter Schools.  
13 Riemer stated that both written communications were  
14 sent and meetings with school representatives  
15 (specifically at the Institute of Transformation of  
16 Learning) were held to communicate the requirement of  
17 Charter Schools.

18 If you go to page 126, this is the  
19 beginning of the 2002-2003 Student Learning  
20 Memorandum by Khamit Institute.

21 And if you go to page 127, at the top  
22 it states all students enrolled for the full year  
23 will demonstrate progress at the rate of one grade  
24 level per year of instruction in reading mastery,  
25 math and reasoning and writing as measured by

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1 comparing pre and post direct instruction placement  
2 tests at each grade level.

3 Again, this is pertinent because the  
4 direct instruction test was not administered in the  
5 post testing phase.

6 And the document further states grades  
7 one, two and four, Stanford Diagnostic Reading Test  
8 will be administered each spring. First year of  
9 testing will serve as a baseline data. Progress will  
10 be assessed based on the results of the testing in  
11 reading in the second and subsequent years.

12 The document's fairly clear that  
13 Khamit was knowledgeable that the Stanford Diagnostic  
14 Reading Test was required and had pledged to do it  
15 and also that -- that the pre and post direct  
16 instruction placement tests were required.

17 If you go to page 120 -- beginning  
18 on -- or 128, there's a letter from Dr. Fuller and  
19 Dr. Diez to all Charter School administrators dated  
20 November 5, 2002. I'll just read the entire letter.

21 "Recently the Department of Public  
22 Instructions changed the testing window for the  
23 Wisconsin Knowledge and Concepts Exams for fourth and  
24 eighth graders. The Third Grade Reading test will  
25 continue to be given in the spring.

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1                   As a result of this change, in  
2                   November and December the City of Milwaukee Charter  
3                   Schools will administer the following tests:  
4                   Wisconsin Knowledge and Concepts Exams, fourth and  
5                   eighth grade; McGraw Hill Terra Nova, fifth, sixth  
6                   and seventh grade.

7                   In spring, 2003, City of Milwaukee  
8                   Charter Schools will administer the Wisconsin Third  
9                   Grade Reading test, third grade, and the Stanford  
10                  Diagnostic, first, second and fourth grade.

11                  Please include this information about  
12                  standardized test administration in your annual memo  
13                  due to the Children's Research Center by December 1,  
14                  2002."

15                  And we did review that annual memo.  
16                  And it was included in there as a requirement. If  
17                  you go back to page 75, page 75 is a letter from  
18                  Dr. Fuller to Khamit Institute, Mr. Tarrer.

19                  The beginning of the letter states  
20                  that Charter School Review Committee has serious  
21                  questions about the viability of the Khamit Institute  
22                  given several issues that have surfaced. The  
23                  committee is particularly concerned about the  
24                  following issues. And it lists seven.

25                  Item 2 was student testing. Khamit

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1 failed to administer the fourth grade SDRT test in  
2 the 2002-2003 school year. Khamit failed to  
3 administer the same fourth grade SDRT test in  
4 2000-2001 school year.

5 Again, it was clearly stated to Khamit  
6 that we want some accounting for those testings.

7 If you go to page 79, it's the  
8 beginning of Khamit's response. It's an undated  
9 document that were provided to the Charter School  
10 Review Committee on September 15th at the public  
11 hearing for all Charter Schools.

12 Item 2 of that document is Khamit  
13 states regarding the Stanford Diagnostic Reading  
14 Test: With the advent of a new administrative  
15 leader, we did not put into place a clear line of  
16 communication between the executive director and the  
17 lead teacher, formerly the academic director.  
18 Subsequently, this lack of clear communication  
19 resulted in the Stanford Diagnostic Reading Test not  
20 being administered to the fourth grade class.

21 And it goes on to talk about how this  
22 will be rectified in the future. But, clearly, it's  
23 not in dispute this test was not administered for the  
24 2002-2003 school year as it was not administered in  
25 the 2000-2001 school year.



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1                   And that concludes the documentation  
2                   for that section, failure to administer the fourth  
3                   grade Diagnostic Reading Test. I don't know if you  
4                   want to take questions on that or if you want me to  
5                   proceed?

6                   DR. FULLER: Does anybody have any  
7                   questions on that subject from the committee?

8                   (No response)

9                   DR. FULLER: Any questions on that section?  
10                  None? Okay.

11                  MR. SOIKA: All right. The next section  
12                  there is a significant amount of overlapped  
13                  information. And I won't go into the boring detail  
14                  with those as I did in the previous. The next  
15                  section is the failure to administer the direct  
16                  instruction placement test for 2002-2003 school year.

17                  What I'll do is just reference the  
18                  documents that I've already gone through and talked  
19                  about. The August 31st, 1998, signed contract by  
20                  Khamit that identified this as a need; the  
21                  April 28th, 2003, signed contract that identified  
22                  the requirement for these tests; Appendix A which  
23                  outlined the educational goals for the Charter School  
24                  Review Committee and Khamit; the November 10th,  
25                  2000, memo from the Children's Research Center

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1 outlining the Educational Learning Memorandum for  
2 Khamit School; the 2002-2003 Student Learning  
3 Memorandum also produced by Khamit, provided to  
4 Children's Research Center, that identified both the  
5 Stanford Diagnostic Test and the ability to measure  
6 both pre and post tests of direct instruction.  
7 That's something that they acknowledged was required  
8 the Charter School Review Committee.

9 And the only new item I'd like to  
10 reference is on page 99. Page 99 is an  
11 October 23rd, 2003, letter from Jerry Tarrer of the  
12 Khamit Institute. It's in -- it's a further  
13 clarification from the Institute on reasons why  
14 certain tests weren't given. But I want to draw your  
15 attention to page 100.

16 The first full sentence at the top of  
17 the page, the difference from one year to the next is  
18 that the end of the 2002-2003 school year the  
19 students did not receive the DI, direct instruction,  
20 placement test. This error can be attributed to a  
21 lack of communication between my person and  
22 Ms. Shabaka after she made her transition into the  
23 classroom.

24 Again, Khamit has been very candid  
25 with us and is not disputing that the tests weren't

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1 administered. Our contention is, is that we  
2 appreciate the candid comments but the tests needed  
3 to be administered. They knew it needed to be  
4 administered. It was in the contract and in  
5 subsequent memos. That concludes that section if you  
6 have questions.

7 DR. FULLER: Any questions? Okay.

8 (No response)

9 MR. SOIKA: All right. The next section is  
10 Khamit failed to timely pay its oversight fee in  
11 accordance with Section 330-27 of the Milwaukee Code  
12 of Ordinance.

13 Page 3 through 12 is that Code of  
14 Ordinance. If you look at page 8, Section 330-27  
15 (d), a payment of 25-cent, I'm sorry, 25 percent of  
16 the per student fee shall be made no later than the  
17 21st calendar day after the school operator  
18 received the June payment from the Wisconsin  
19 Department of Public Instruction under Statutes  
20 118.40 (2r) (e) Wisconsin Stats.

21 It's just to put into the record that  
22 we do have a City Ordinance requiring payment 21 days  
23 after Khamit received its payment from the Department  
24 of Public Instructions. I'm just going to reference  
25 the May 23rd, 2001, letter from Dr. Fuller to all

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1 the schools, specifically noted -- noticing if you  
2 were having problems, call us, talk to us. And  
3 notice specifically I believe the if you can't pay  
4 the fee.

5 I'd like to draw your attention now to  
6 page 102. 102 is the beginning of several documents  
7 produced by the Department of Administration staff.  
8 It's the fourth quarter oversight fee due  
9 June 24th, 2002.

10 On the summary page it says that the  
11 July 8, 2002, a check was received in our office from  
12 Khamit. On July 31st a check was returned for  
13 nonsufficient funds. And finally on August 12, 2002,  
14 another check was received and deposited.

15 And if you go to page 103, there's a  
16 May 24th, 2002, letter from Mr. Robert Juhay from  
17 the Department of Administration to Yakini Shabaka at  
18 Khamit. I'll just read the last paragraph.

19 As you know, an Ordinance File 000172  
20 imposes a payment per student no later than the 21st  
21 calendar day after the school operator receives  
22 payment from the Wisconsin Department of Public  
23 Instructions. And doctor talks about the payment.  
24 It says you're required by State statute and City  
25 Ordinance to pay us within 21 days after you receive

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1 your money.

2 Page 104 is a copy of check 3587  
3 stamped nonsufficient funds. It's stamped by the  
4 City Treasurer and Khamit issued -- a check issued by  
5 Khamit to the City of Milwaukee for \$2,765.

6 Continuing on to page 108 is for the  
7 fourth quarter oversight fee due June --

8 DR. FULLER: Page 105.

9 MR. SOIKA: I'm sorry. 105, fourth quarter  
10 oversight fee due June 25th, 2003.

11 June 30th check was received in DOA office.

12 July 23rd the check was returned to us by the City  
13 Treasurer for nonsufficient funds. And finally on  
14 September 5th we received the money that we were  
15 owed. That's 72 days later.

16 If you look at page 106, it's a June  
17 2nd, 2003, letter from Mr. Robert Juhay from the  
18 Department of Administration staff to Jerry Tarrer  
19 outlining the amount of money that is owed. And it  
20 states, in part, as you know, an Ordinance File  
21 000172 imposes a payment per student no later than  
22 the 21st calendar day after the school operator  
23 receives payment from the Wisconsin Department of  
24 Public Instructions. Note: Payment due date is  
25 June 25th, 2003. And it again cites the City and

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1 State statutes and sets a clear date by when the  
2 payment is supposed to be paid.

3 The next page 107 is a photocopy of  
4 Check No. 4323 in the amount of \$2,363 stamped by the  
5 City Treasurer nonsufficient funds.

6 The next document, page 108, is a copy  
7 of an E-mail transmittal from Mr. Robert Juhay to  
8 myself, Mike Soika, dated August 19th, 2003.  
9 Subject Khamit. As of August 19, attempts to obtain  
10 Khamit's oversight fees in the amount of \$2,363 have  
11 been unsuccessful. DPI mailed a check in the amount  
12 of \$126,864.51 on June 2nd, 2003 to Khamit.

13 Our efforts to date are as follows:  
14 Tuesday, July 29th, DOA received payment receipt  
15 from treasurer's office for NSF, meaning  
16 nonsufficient fund, check from Khamit Institute.  
17 July 30, left message 8:47 a.m. to Mr. Tarrer call me  
18 regarding NSF check. 11:15 a.m. receptionist said  
19 Jerry Tarrer will be in after 4 p.m. July 30th,  
20 12:55 p.m. Jerry is in a meeting. 1:55 p.m. still in  
21 a meeting. 2:24 p.m. Jerry states he will go to the  
22 bank either today or tomorrow and send a cashier's  
23 check.

24 August 6th, 9:34 a.m. left message  
25 that we have not received the check and asked him to

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1 call back. August 7th, 9:35 a.m. Jerry will try to  
2 get a board member to go to the bank. Should get a  
3 check -- should get the check tomorrow.

4 August 14th, 8:45 a.m. will drop check in office  
5 Friday, 8/15. 8/15, 2:30 p.m. Jerry said he will try  
6 to get the check in the office by 4:45 p.m. otherwise  
7 Monday, 8/18.

8 8/19, 8:55 a.m. left message to call  
9 me about payment. 10:40 a.m. receptionist said Jerry  
10 will not be in the office until tomorrow. Please  
11 advise me what further steps to take. Bob.

12 If you go to page 73, page 73 is an  
13 August 22nd letter from myself to Mr. Tarrer. I  
14 won't read it all, just read excerpts.

15 The Khamit Institute is late in its  
16 Charter School administrative fee payment to the City  
17 of Milwaukee. Let me be very clear, your actions  
18 have placed the Khamit Institute in violation of your  
19 contract with the City of Milwaukee and may very well  
20 jeopardize your status as a Charter School.

21 I expect the following actions to be  
22 implemented within the time frame noted. And I list  
23 three actions.

24 I close the letter with stating what  
25 is most troubling to me is the fact that you were not

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1 straightforward with us about your situation.  
2 Instead of bouncing checks and making promises of  
3 payments that never materialized, I would have  
4 expected you to be more forthright, that you would  
5 have explained clearly and honestly what problems you  
6 were facing and sought the assistance of the City and  
7 the Charter School Review Committee to help rectify  
8 your difficulties. This did not happen. And now the  
9 future of your school may be compromised.

10 I think the documents show that we  
11 tried to work with Khamit in terms of receiving  
12 payment. And I want to refer you back to that  
13 May 23rd, 2001, letter that says if you were having  
14 problems, please reach out to us. And that clearly  
15 did not happen. That concludes this section.

16 Any questions?

17 DR. FULLER: Do any members have any  
18 questions?

19 (No response)

20 DR. FULLER: Okay. Okay.

21 MR. SOIKA: The final section, Khamit  
22 failed to provide the Charter School Review Committee  
23 proper notification of school relocation.

24 I'm going to ask you to refer back to  
25 the August 31st, 1998, signed contract beginning on



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1 page 13.

2 I'm sorry. If you look at page 25,  
3 this is -- comes under Item M in the contract. And  
4 I'll just draw your attention to the paragraph in the  
5 middle of the page. In the event that Charter School  
6 anticipates relocating its school, Charter Schools  
7 shall notify City in writing at least 30 days prior  
8 to the anticipated relocation. I just want to point  
9 out it clearly stated in the 1998 contract that the  
10 Charter School had to give 30-day notice in writing  
11 requesting the ability to change residence, I'm  
12 sorry, change the location of the school.

13 If you go to page -- beginning of page  
14 36, actually it would be page 43. This is the  
15 April 28th, 2003, contract signed by Khamit. Also  
16 Item M in the contract, the exact same language.  
17 I'll read it. In the event Charter School  
18 anticipates relocating its school, Charter School  
19 shall notify Charter School Review Committee in  
20 writing at least 30 days prior to the anticipated  
21 relocation.

22 In two -- in two concurrent contracts  
23 the same exact language stated the 30-day  
24 requirement. Khamit signed both of those.

25 If you would please go back a little

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1 bit to page 34, even though Khamit signed two  
2 contracts stating -- with these items in it, might be  
3 able to say, well, we didn't read the contract. But  
4 if you look, what this is, is an amendment to the  
5 contract. It's an October 10th, 2000 amendment.  
6 And it allows Khamit to relocate its school to a new  
7 location located at 3908 West Capitol Drive. And I  
8 use this simply to say that Khamit had already gone  
9 through the process. And by already going through  
10 the process, it should have known what the process  
11 is.

12 I'd like to draw your attention to  
13 page 109. What you have here is a January 15th,  
14 2003, certificate of occupancy for Khamit Institute,  
15 4340 North 46th Street, Unit 602. And I want -- I  
16 just want to draw your attention that it's a  
17 certificate of occupancy gained -- garnered on  
18 January 15, 2003.

19 Now, I'd like to draw your attention  
20 back to page 74. Page 74 is a September 3rd, 2003,  
21 letter to Dr. Fuller from Jerry Tarrer. And I'll  
22 read, in part, Khamit Institute is requesting  
23 permission to utilize an additional site for the  
24 2003-2004 school year. We'd like to utilize the  
25 space at Parklawn YMCA for additional students we

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1 have. We have already secured an occupancy permit  
2 for the space.

3 I just want to draw attention to the  
4 fact that an occupancy permit was garnered in  
5 January. They're under contract amendment to give us  
6 a 30-day notice. September 3rd is the date of the  
7 letter asking us if it's okay to move. And I  
8 believe -- and I can't testify for sure -- but I  
9 believe school started at this site on September 4th.

10 And that concludes my --

11 DR. FULLER: Would you go to page 83?

12 MR. SOIKA: I'm sorry?

13 DR. FULLER: Page 83?

14 MR. SOIKA: Page 83? (Complies) Item 7  
15 is -- page 83 is the letter that Khamit provided to  
16 the Charter School Review Committee at the public  
17 hearing of September 15th, 2003.

18 Item 7 of that letter from Khamit to  
19 the Charter School Review Committee states as  
20 follows: Moving school site without proper  
21 notification. By contract, Khamit is required to  
22 provide the Charter School Review Committee a 30-day  
23 notice prior to moving the school location. You  
24 moved from Capitol Drive site without providing  
25 proper notification. Khamit response: This is an

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1 oversight which I must -- for which I must take the  
2 blame. I did not take the time to make myself aware  
3 of the proper procedures before moving the second  
4 site. As with student testing, with the advent of a  
5 new administrative leader, there was not put into  
6 place a clear line of communication between the new  
7 administrator and the Lead Teacher (formerly the  
8 academic director). A process was not established  
9 for reviewing compliance requirements. That  
10 concludes my report.

11 DR. FULLER: Any questions from the  
12 Committee?

13 (No response)

14 DR. FULLER: Khamit?

15 MS. SHABAKA: I'd just like to ask if  
16 expanding the school to another site -- to an  
17 additional site is considered moving the school to  
18 another site? Because we -- the school has been at  
19 the same site since we opened. But it's only  
20 additional classrooms that were opened at other  
21 sites. And it's stated here about moving the school  
22 site to a new location.

23 DR. FULLER: Ms. Shabaka, what we were  
24 talking about was that the same process that you used  
25 when you expanded to Capitol Drive, would be the same

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1 process that you have to use when you moved to the Y.  
2 Because what it represents is moving to an additional  
3 building. And by contract, you have to give us 30  
4 days notice, which is the process that you did go  
5 through when you expanded to the Capitol Drive site.  
6 Questions? Okay.

7 Sue, if you would identify, excuse me,  
8 identify yourself for the record?

## TESTIMONY

9  
10 MS. GRAMLING: My name is Susan Gramling.  
11 And I am a senior research associate with the  
12 National Council on Crime and Delinquencies  
13 Children's Research Center. I'm just going to give a  
14 little bit of background so that everyone understands  
15 the basis of our comments and our report from the  
16 Children's Research Center.

17 Our job is to monitor the  
18 educationally related provisions of the contract  
19 between the City of Milwaukee and all of the City of  
20 Milwaukee Common Council Charter Schools, including  
21 Khamit Institute. That process began back in the  
22 very first year of the chartering program with the  
23 Common Council as a mutually agreed upon search  
24 through each school's Charter contract to identify  
25 the educationally related provisions and then to help

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1 to state those provisions in outcome terms that could  
2 be identifiable, measurable and reportable.

3 One of our jobs is to make sure that  
4 we have valid information that we can then share with  
5 our contractor, in this case, the City of Milwaukee  
6 Charter Review Committee.

7 What we did, as you noticed in the  
8 presentation of the exhibits, initially the Student  
9 Learning Memo came from the Children's Research  
10 Center. And we assisted each of the Charter Schools  
11 in determining their educationally related outcome  
12 provisions of their contract and then how to measure  
13 those outcome provisions.

14 And then as each school became more  
15 proficient in that -- and we did it in order to  
16 facilitate communication so that we would have -- at  
17 the end of the year we wouldn't say, oh, we need this  
18 information and the school would say, oh, gee, we  
19 didn't know that. So it became a communication  
20 vehicle for us to actually put in place on paper what  
21 data we were going to need in order to be able to  
22 report on the educationally related provision -- the  
23 outcomes of the educationally related provisions of  
24 their Charter School contract.

25 And that's why, as you'll see in this

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1 case, Khamit's Student Learning Memos then came from  
2 Khamit each year. Our process each fall is to say,  
3 okay, what are we going to be looking at this year.  
4 And it's pretty similar now in some of the schools.  
5 The school, Khamit, included, for example, this fall  
6 submitted a learning memo to us. We look it over.  
7 If there is some ambiguity or some question about  
8 exactly how are we going to count this or that, then  
9 we clarify that. And we come up with a final  
10 learning memo.

11 So once established and finalized,  
12 that Learning Memo actually describes the data that  
13 are related to the outcomes that we are going to  
14 report in our annual monitoring report. And it's a  
15 very important part of that report. If we don't have  
16 data that is present and valid, then it's going to be  
17 very difficult to report on that particular outcome  
18 for all of the schools.

19 And in this case what we're looking  
20 at, No. 1, is the missing data that was not there,  
21 that were not there because the SDRT, the Stanford  
22 Diagnostic Reading Test, which was required to be  
23 administered in the spring to first, second and  
24 fourth graders did not occur for fourth graders at  
25 Khamit last -- last spring.