



LAW OFFICES OF YOUNG, MINNEY & CORR, LLP

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REPLY TO SACRAMENTO OFFICE

PAUL C. MINNEY
JAMES E. YOUNG
LISA A. CORR
JERRY W. SIMMONS
CHASTIN H. PIERMAN
JANELLE A. RULEY
SARAH J. KOLLMAN

David R. Holmquist
Office of the General Counsel
Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, CA 90017

VIA: U.S. MAIL AND EMAIL

RE: Magnolia Science Academies 1, 2 and 3 Staff Report

Dear Mr. Holmquist,

As you are aware, our office represents Magnolia Science Academies 1, 2 and 3 (individually “MSA1”, “MSA2” and “MSA3”; collectively “MSA”), which are all academically successful charter schools authorized by Los Angeles Unified School District (“LAUSD”). After operating for multiple terms with high academic improvement for its pupil subgroups, MSA submitted renewal petitions on August 22, 2016 seeking to continue educating students for another five-year term. Following the submission of the renewal petitions as well as the public hearing for the petitions, our office was surprised to receive the LAUSD Staff’s (“Staff”) recommendations to deny the renewal of the three schools. We write this letter to correct inaccuracies, misrepresentations of law, and analytical errors contained in the Staff recommendations and to provide notice to your office that, should the Staff recommendation be adopted by the LAUSD Board and the MSA schools are denied on that basis, we are prepared to take legal action against LAUSD, including but not limited to bringing claims on the basis of discriminatory practices in violation of state and federal law.

In making their recommendation, Staff asserts that MSA are (1) demonstrably unlikely to successfully implement the educational program set forth in the petitions [addressed in sections I and II]; and (2) that the petitions do not contain reasonably comprehensive descriptions of all of the fifteen elements required in a charter school petition [addressed in sections III and IV.] Both assertions are demonstrably false as will be shown herein, and in any case, Staff has wholly failed to provide substantial evidence to prove such assertions as required under the law. As a result, the flawed recommendations should be withdrawn and the petitions should be approved as required by law.

KIMBERLY RODRIGUEZ
MICHELLE A. LOPEZ
SARAH K. BANCROFT
MEGAN M. MOORE
RACHAEL B. TILLMAN
KATHLEEN M. EBERT
DREW K. RYMER
BARBARA E. HAGBERG
MARVIN H. STROUD
DANIEL W. ROBERTSON
MATEJKA M. HANDLEY
S. EDWARD SLABACH
KRISTOPHER L. CARPENTER
ROGER L. SCOTT
KEVIN M. TROY
BRINKLEY E. WILSON
CASEY L. HAZELHOFFER
PATRICIA CANO
MARYSIA S. OKREGLAK
BRIAN T. GEREMIA
R. SHANE QUIGLEY
JASON M. MILLER
DOLAN M. WILLIAMS

OF COUNSEL

WILLIAM J. TRINKLE

I. The Staff Recommendation Misrepresents and Fails to Meet the Requirements of Education Code Section 47607 and SB 1290.

A. Staff did not provide evidence that it sufficiently considered the academic improvement for all pupil subgroups.

Initially we note that the staff recommendation fundamentally misrepresents the requirements and analysis required for renewals as provided in Education Code section 47607(c) and in line with the intent of SB 1290. In fact, the staff recommendation summarily dismisses the overwhelming data contained in their own report that MSA has increased pupil academic achievement in practically every numerically significant subgroup of students, and generally outperforms both the LAUSD median and the residential median schools operated by LAUSD. (see data sets attached to Staff recommendations as provided by the LAUSD Office of Data and Accountability.)

When reviewing a renewal petition, an authorizing body “shall consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor...” (Cal. Ed. Code section 47607(c)(2); emphasis added.) Further, the legislative history for SB 1290, which added the quotation above, provides that “the charter authority must give extra weight to [increases in pupil academic achievement] when it considers all the factors for renewal...” (*American Indian Model Schools v. Oakland Unified School Dist.* (1st Dist.) 2014, 227 Cal.App.4th 258, 281, quoting Sen. Rules Com., Off. Of Sen. Floor Analyses, 3d reading analysis of Sen. Bill No 1290 [2011-2012 Reg. Sess.] as amended June 20, 2012, p. 4.; emphasis added.) The charter authority’s “consideration of [increases in pupil academic achievement] must be supported by substantial evidence”, which must “bridge the analytical gap between the raw evidence and ultimate decision or order” – “conclusory statements” are not sufficient to meet this burden. (*Schools*, supra at 278; *Topanga Assn. for a Scenic Community v. County of Los Angeles* (1974) 11 Cal.3d 506, 514-515; emphasis added.)

Staff make broad conclusory statements in their recommendation that are substantially similar to the statements made by the district in *Schools*, in that Staff “acknowledge the subgroup academic gains” and that MSAs numerically significant subgroups “have achieved academic gains”, but the recommendation dismisses these as simply needing “acknowledgement” and states that other factors “substantially outweigh” the academic performance without analysis. (Staff Assessment for MSA 1, p. 6; Staff Assessment for MSA 3, p. 6.) Although the Staff report for MSA 2 is somewhat different, MSA 2 also met the minimum academic standards for renewal. Both the assessments and the recommendations simply restate a few selected statistics from the data set in their “analysis” of the academic performance of the school and do not provide a description of the data generally, all of which is woefully insufficient under the standard set forth in *Schools* and *Topanga*.

In the two instances where the staff recommendations and assessments note a decline in performance, they unduly focus on student performance for one year on a single assessment – leaving out descriptions or adequate analysis of the data from other assessments, or applying the analysis to performance over time. The recommendations and assessments do not include an adequate analysis under Education Code sections 47607.3 and 52060 to measure and report pupil

achievement, which requires consideration of all of the following over the course of the term of the charter:

- i. Statewide assessments;
- ii. The Academic Performance Index;
- iii. Student Completion of A-G or CTE courses;
- iv. English Learner progress towards proficiency as measured by the CELDT;
- v. The English Learner reclassification rate;
- vi. Percentage of students receiving an AP score of 3 or higher; and
- vii. Student performance on college preparedness assessments.
(Cal. Ed. Code section 52060(d)(4)(A-G).)

It is important to note that although Staff listed the statistics and hard data relating to all of these, the recommendations and assessments contain no actual analysis of the academic performance of MSA compared to the LAUSD and residential schools. We note that with regards to English Learner reclassification and college preparedness assessment, MSA has significantly outperformed LAUSDs similar schools median and the resident schools' median in the vast majority of cases. The Staff report shows EL reclassification rates (the percentage of English Learners who tested out of that category into English proficiency) are 33%, 30% and 51% (at MSA 1, 2 and 3, respectively), about twice the rate of any nearby resident schools. Because MSA students are successfully gaining English proficiency, the EL students are not the same students from year to year. In other words, MSA is actually punished for its success at teaching students English faster. The students classified as RFEP are the recently reclassified students. Those charts show that MSA students are consistently out-performing surrounding schools. This is shown clearly on page 6 of 10 in the MSA 1 PDF (PDF page 11 of 55).

Each MSA school up for renewal has achieved nearly perfect cohort graduation rates (**98%**, **100%**, and **98%**, respectively), compared with Staff's calculation of comparison schools: **85%** for students attending Gardena Senior High and 84% for students attending Reseda Senior high. Staff failed to report on the number one goal of the LAUSD board, college readiness. 95 % of MSA seniors graduate having earned a C or better in A-G University of California eligible courses, whereas similar and nearby LAUSD schools range from 29 to 42%.

Instead of providing detailed analysis on the tremendous academic performance of MSA, and providing concrete evidence of considering these as the "most important factor" in determining whether to recommend renewal, Staff instead dismiss the entirety of MSA's academic performance in favor of alleged operational and petition deficiencies, many of which are demonstrably false. These alleged deficiencies, when read closely, can effectively be reduced to simple frustration by Staff that communication and operations of the school was not exactly as they demanded, which has no bearing whatsoever on the ability of the school to successfully carry out their *educational program*, which is the legal standard that LAUSD is trying to argue has not been met.

B. The Staff recommendations fail to provide substantial evidence connecting the alleged deficiencies to Staff's findings.

Staff alleges that “operational deficiencies” and a “pattern of insufficient responses to inquiries” substantially outweigh the academic performance of the schools. (Staff Recommendations, p.3.) However, Staff fails to make any connection whatsoever to how such allegations, even if true, would create a situation where MSA is “demonstrably unlikely to successfully implement the educational program set forth in the petitions.” (Cal. Ed. Code section 47605(b), 47607(b); emphasis added.) The data provided by Staff themselves, not to mention the consistent academic success of the MSA schools over the last fourteen years in the case of MSA-1 and nine years in the case of MSA-2 and MSA-3, directly contradicts any connection between the alleged deficiencies and the ability of MSA to implement its educational program.

As provided above, Staff are required to provide “substantial evidence” to support its findings for a recommendation for non-renewal. (Cal. Ed code section 47607(e) and 47607(f)(2); *Schools*, supra at 278.) We again reiterate that “substantial evidence”, at minimum, requires Staff to provide an analysis “to bridge the gap between raw evidence and ultimate decision or order.” (*Topanga*, supra at 515.) Staff makes no connection from their allegations to an inability to provide the educational program, but instead contend, almost exclusively, that insufficient communication hampered the Districts’ abilities – there is no mention of how the alleged activity negatively impacted the educational program, or the ability of MSA to carry it out. (Staff Findings of Fact in Support of Denial, section V(A)(1).) The recommendations set out that all of the MSA schools up for renewal met the eligibility criteria with regards to academic performance, answering “**Yes**” to the question “*has the charter school presented clear and convincing evidence of academic performance that is at least equal to or greater than the academic performance of Resident Schools and District Similar Schools?*”. (Staff recommendations, section IV(c); emphasis added.)

As LAUSD Staff have provided no evidence whatsoever as to how the alleged deficiencies at MSA affect MSA’s ability to continue its highly successful academic program, the Staff findings must be rejected. It is clear that these issues are merely a pretext for the real reasons LAUSD seeks to close these schools. Furthermore, the Staff did not express these concerns to MSA prior to the release of the Staff recommendation for denial, robbing the MSA schools of any meaningful opportunity to address the concerns. LAUSD’s actions effectively result in a revocation of the charter petition without providing for appropriate notice and denying MSA the required ability to respond to or engage in a cure for any alleged deficiency. (Ed. Code section 47607(d).) Surprising the charter schools last minute with a recommendation for denial is contrary to the legislative intent that charter schools receive notice of alleged violations and be provided an opportunity to do better. (Education Code section 47607.) It is also fundamentally contrary to the intent of the Legislature that charter schools be held accountable for academic performance rather than strict adherence to rules. Education Code section 47601(f) states that it is the intent of the Legislature to “hold the schools established under this part accountable for meeting measurable pupil outcomes, and provide the schools with a method to change from rule-based to performance-based accountability systems.” It is also impossible for MSA to create vigorous competition with LAUSD (Education Code 47601(g)) if LAUSD fails to note these concerns through the proper process and then seeks to raise these issues at the eleventh hour during a renewal process. Even aside from the statutory

requirements, the Settlement Agreement expressly calls for LAUSD to provide notice to MSA and an opportunity to cure if any new issues arise after the Settlement Agreement.

Moreover, the State Auditor made a specific recommendation in relation to the District's actions with three prior Magnolia renewals that "LAUSD should develop procedures to provide charter schools with a reasonable amount of time for an appropriate response or to remedy concerns." Although the District claims that it has fully implemented this recommendation, this is not evidenced by the manner in which the District has handled this issue. For some reason, the District continues to treat MSA differently than other charter schools and has continued its bad practice of not providing Magnolia notice and an opportunity to cure problems that it identifies.

Certainly these actions offend the principles of good faith, fair dealing and due process, and evidence that the renewal process and the reasons given by LAUSD are simply pretext.

II. The Staff Recommendation Misinterprets and Inappropriately Uses the Magnolia Educational Research Foundation/LAUSD Settlement Agreement.

A. MSA 1, 2, and 3 were not the subject of the Magnolia Educational Research Foundation/LAUSD Settlement Agreement.

A glaring error of the Staff recommendation is its allegations of MSA 1, 2, and 3 violating the Magnolia Research Foundation/LAUSD Settlement Agreement ("Agreement"), which was entered into on the basis of Magnolia Science Academies 6, 7, and 8 – none of which are up for renewal under this submission. The Staff fails to provide any argument as to why it summarily disregards the fact that each of the MSA schools are authorized under separate petitions and are considered separate local educational agencies. Instead, Staff simply lumps each MSA school together and inappropriately applies conditions from the Agreement to schools that have not failed to meet it.

Here, MSA 1, 2, and 3 have submitted petitions, and none of them were the subject of the Agreement. It would be highly improper to make findings that one local educational agency is subject to closure due to the allegation that a separate local educational agency failed to meet communications expectations. The actions and argument of Staff would be akin to the State Board of Education ordering the closure of every LAUSD school on the basis that one or more schools had allegedly communicated less quickly than the State Board had requested. Clearly such an action is nonsensical and offends traditional notions of fair-play and justice, not to mention the tremendous harm it would cause students and school staff. It is clear that these issues are merely a pretext for the real reasons LAUSD seeks to close these schools.

B. The Staff fails to present sufficient evidence other than the Settlement Agreement to support their findings.

As MSA 1, 2, and 3 were not the subject of the Settlement Agreement, its use as a factor in developing Staff's findings is highly improper. Staff relies entirely on a vague unsupported statement as their "substantial evidence" that MSA is "demonstrably unlikely" to continue the

successful academic program they have operated for over a decade. The statement cited to support the staff's allegations that other factors "substantially outweigh" the academic success of MSA is that the schools "need to more consistently follow [their] board-approved fiscal policies and procedures." (Staff Findings of Fact in Support of Denial, section V(A)(2).)

The fiscal policies cited as needing to be followed "more consistently" are well above and beyond those required under generally accepted accounting principles ("GAAP") and Staff provide no specific instances of MSA actually straying from the policies, instead utilizing generalities. Here, as with other areas of the recommendations, the Staff fails to provide the required "substantial evidence" to support their findings. Even more illustrating is that, despite the statements of Staff, each of the three MSA schools up for renewal have met LAUSD's own rubrics for renewal contained in the Staff's recommendation and assessments, including meeting the Student Achievement and Educational Performance standard, the Governance standard, the Organizational Management, Programs and Operations standard, and the Fiscal Operations standard on the basis of the rubric listed in the Staff Assessment documents themselves. We note that included within this rubric is the fact that all of the MSA schools under consideration have consistently shown ending positive net assets and positive net incomes, have had positive financial certifications, and have unmodified financial audits with no material weakness or deficiencies reported. (Staff Assessments, section IV.) LAUSD simply cannot replace the judgment of an independent auditor conducting an audit pursuant to the California Charter Schools Act with its own – to do so would undermine both the legislative intent behind the audits themselves and the vigorous competition that is supposed to be taking place between school districts and charter schools. Moreover, although not noted in the Staff Report, these schools and the Magnolia Education and Research Foundation ("MERF") has also had higher than the legally required minimum financial reserves and MERF recently received a very favorable bond rating by Standard & Poors. The District is aware of all of these factors because the District receives copies of the MSA financial statements and independent audit reports. MERF also informed District staff about the Standard & Poors rating. However, the Staff Report does not acknowledge any of these accomplishments by MSA.

Staff effectively ignores that the MSA schools have both met the LAUSD rubric standards and have a clear record of improving pupil academic achievement, and the only evidence put forward to support their findings are allegations of non-compliance with a settlement agreement related to other local educational agencies. The fact that the MSA schools at issue here are operated by an organization the Staff dislikes or alleges did not communicate quickly enough about other schools cannot be considered "substantial evidence" in support of the findings here, as there is no connection to the ability of these three schools to carry out their educational program. It is clear that these issues are merely a pretext for the real reasons LAUSD seeks to close these schools.

C. Even if the Agreement applied to MSA 1, 2, and 3, an allegation of violation of the Agreement is not a sufficient basis for non-renewal.

The Charter Schools Act defines the procedure and limited reasons a charter school may be non-renewed, which require that staff make "written factual findings, specific to the particular petition" that support at least one of the following:

- i. The charter school presents an unsound educational program for the pupils to be enrolled in the charter school.
- ii. The petitioners are demonstrably unlikely to successfully implement the program set forth in the petition.
- iii. The petition does not contain an affirmation of each of the conditions described in subdivision (d) [of section 47605].
- iv. The petition does not contain reasonably comprehensive descriptions of all of the [fifteen elements set forth in section 47605 (b)(5)].
- v. The petition does not contain a declaration of whether or not the charter school shall be deemed the exclusive public employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code. (Cal. Ed. Code section 47605(b) and 47607(a)(2).)

We note specifically that the statute does not provide for the consideration of settlement agreements developed as part of a review of separate schools operated by the petitioner – any findings must be specific to the petition being considered. (Ed. Code section 47605(b).) Further, even if the Settlement Agreement arose out of the operations of MSA 1, 2, or 3, nowhere does “allegations of breach of contract” appear in the statute’s enumerated lists of reasons for denying renewal. The statute is clear in its directive that a chartering authority “shall not deny” a petition, unless the specific enumerated findings provided for under the statute are proven by the chartering authority. (Id.) As a threshold issue, the Staff does not present information regarding the specific petition before them sufficient to reach any of the findings authorized under statute. Instead Staff attempts to shoe-horn their arguments into findings unsupported by data specific to the charter petitions.

Staff does not contest whether MSA meet criteria (i), (iii), or (v) identified above. Criteria (iv) is discussed below and does not utilize the Agreement as a basis for the finding. The data clearly shows that MSA has a continuing history of increasing student academic achievement and had been operating its educational program for fourteen years in the case of MSA-1 and nine years in the case of MSA-2 and MSA-3. Staff can therefore only argue that their allegations of violation of the Agreement provided grounds for a finding of criteria (ii), and in fact this is effectively their sole argument.

As discussed above however, Staff are required to present “substantial evidence” of its findings and to “consider increases in pupil academic achievement for all groups of pupils served by the charter school as the most important factor in determining whether to grant a charter renewal.” (*Schools*, Supra; Cal. Ed. Code section 47605(b), 47607(a)(3)(A) and 47607(e).) Staff does not provide any such evidence of a connection between the alleged violations of the Agreement and the ability of MSA 1, 2, or 3 to carry out a successful academic program, nor that it considered increases in pupil achievement to be the “most important factor.” Further, Staff’s reference to the alleged violations of the Agreement as a basis for non-renewal are violative of Ed. Code section 47605(b)’s mandate that the findings be “specific to the particular petition”, as the Agreement was not specific to MSA 1, 2, or 3, but instead pertained to the Magnolia Educational Research Foundation’s operations of MSA 6, 7, and 8.

Given the above, it is clear that Staff have misinterpreted and inappropriately utilized the Agreement in their findings and recommendation, and that therefore the Staff recommendation should be withdrawn.

D. Even Assuming that the Agreement Applied to MSA 1, 2 and 3 and Even Assuming that this was Relevant to the Denial of These Charters the Staff Report is Inaccurate or Misleading in Material Respects

Alleged Failure to Timely Respond to OIG's Document/Information Requests

MERF does agree that the OIG sent a letter dated July 29, 2014 and it was responded to promptly by MERF. The letter sent to MERF by the OIG references the court case which was filed by MERF against LAUSD and resulted in a settlement agreement. The items requested in the letter were all addressed previously in the previous Audits that resulted in the settlement. It was MERF's position and understanding that the matter was closed, and no further action was necessary. In fact, it was not until September 9, 2015, well over 12 months after the settlement agreement was signed, before the OIG contacted MERF again regarding the requested items. The OIG then requested the same items already produced to LAUSD and the state, and rather than go to court, MERF agreed to provide all the information again. The OIG **was not** forced to acquire bank records by way of subpoena, as MERF had already provided all bank records in an electronic format. Mr. Frank Cabibbi claimed that the OIG needed the originals from the bank (to show chain of custody) and asked us whether we would consent or if we were going to file a Motion to Quash. We agreed in writing that we would not file such a Motion and allowed the subpoena to be served on the banks and fulfilled.

MERF also met immediately with OIG in their offices in Los Angeles following receipt of the September 9, 2015 correspondence. Dr. Caprice Young, CEO for MERF, Mr. William Nassar (attorney for MERF) and me were present in Mr. Bramlett's office with his staff. After this meeting, we requested several meetings with the OIG to identify which records they still needed or wanted, and whether they would agree to narrow the scope to documents they really needed for their investigation in order to reduce the impact of producing the documents on MERF staff. We provided all of our financial records between July 1, 2002 and June 30, 2015, as well as permission for our banks to produce all records back to July 1, 2009 (the OIG's requested time periods). Production of these and other records, amounting to more than 58 banker's boxes worth of information, required MERF to invest time and resources that would have been more appropriately allocated to the classrooms.

In August of 2016, we responded in writing with some objections to allowing the copying of certain records (e.g., all employee W2, I9 and consultant 1099s, all individual student information containing birth dates, H1-B visa applications, documents containing social security numbers, etc.) which we felt could not be provided without a protective order, as they contained very sensitive information pertaining to our employees and students. Under normal circumstances, the sharing of these documents would violate many privacy laws. At our recent meeting in September with the OIG at MERF, we agreed to make available all these records subject to a protective order. After the Staff Report was issued for these three schools, Mr. Nassar received a letter from Ms. Christine Woods, counsel to LAUSD and the OIG indicating that these records

will be considered confidential and will not be released to any third parties. As a result of this assurance, Ms. Young immediately agreed to allow the OIG to copy all remaining records that they had requested at MERF's offices. This process is set to occur at 1:30 p.m. on October 17, 2016, which is prior to your vote to renew the charters.

In addition, MERF agreed to make available immediately over 120 bankers boxes at our third party storage facility for OIG to inspect directly and allow copying and scanning. OIG did not want electronic documents and wanted to see the original documents and scan them on their own. This offer remains open and is ready at any time for Mr. Cabibbi and the OIG team assigned to this matter.

The items on page ten starting with Lease agreements, discounted notes, contracts through MPS, and student enrollee data have all been provided on multiple occasions now both in hard copy and electronic versions. We can provide evidence of these transmissions if requested. We are in the process of augmenting the responses after the meeting on September 26, 2016.

Alleged Failure to Comply with Settlement Agreement

In regard to the Settlement Agreement entered into March 10, 2015, MERF has been in substantial compliance with all terms of the settlement. It has been very difficult for MERF to complete all of the tasks when we are simultaneously dealing with a substantial number of changes to our business model and structure. We have engaged and determined a scope of work with FCMAT. Thousands of pages of documents have been provided to FCMAT in response to their information requests. As documents are produced, sometimes they lead to more questions and document requests that then need to be produced. This process has been far more time consuming than we think either LAUSD or MERF intended. However, MERF continues to work to produce additional documents as FCMAT requests them. In addition, Magnolia outsourced its financial management to EdTec and implemented a state of the art Human Resources Information System. All of these are tremendous undertakings requiring enormous staff time concurrent with the operations of the schools. FCMAT began its monthly reviews of Magnolia in September 2015 during Magnolia's transition to the new financial service provider and as it was implementing revised policies and procedures concurrent with the recommendations of the State Auditor.

In June 2015, the State Auditor completed an in depth, year-long analysis of Magnolia's finances and operational practices finding no wrongdoing and concluding that "although the financial conditions of these charter schools has improved, their financial controls still need to be improved." The State Auditor provided 12 recommendations for implementation over the course of the 2015-16 school year. In July 2016, the State Auditor confirmed that Magnolia had fully implemented all recommendations over the course of the year. LAUSD staff failed to report on this strong operational improvement and affirmation by the state's leading fiscal analyst. Since 2014, Magnolia public schools has provided over 200 bankers boxes worth of documents to various oversight entities.

III. The Staff Recommendation Misquotes and Misrepresents the Charter Petition to Reach Its Conclusions.

The second finding on which the Staff's recommendations are based is that the petitions submitted by MSA do not contain reasonably comprehensive descriptions of all of the [fifteen elements set forth in section 47605 (b)(5)]. This finding is demonstrably false and to reach it required Staff to misquote and misrepresent the statements of the charter petition submitted. MSA did in fact include "reasonably comprehensive descriptions" of all required elements.

The recommendations outline four elements of the petitions Staff allege do not contain "reasonably comprehensive descriptions": (i) Governance Structure; (ii) Employee Qualifications; (iii) Admissions Requirements; and (iv) Suspension and Expulsion Procedures. We will address each allegation in turn.

A. MSA's petitions do in fact include a reasonably comprehensive description of the Governance Structure of the schools.

Contrary to the statements by Staff, the petition contains specific language regarding the requirement that the MSA Board "hire and supervise the Chief Executive Officer and Superintendent" and does not delegate that duty. (MSA petitions p. 106.) The petition further goes on to clearly distinguish what the role and responsibilities of the MSA Board are with regards to overseeing the operations of the school, including identifying specific responsibilities, including approving requests for proposals for any agreement in excess of \$25,000.00 in accordance with GAAP. (*Id.*) In terms of delegating duties, while the petition does state that the "day-to-day operations" of the school will be delegated to the CEO and staff, any delegation must follow corporate requirements including a vote of the MSA Board to authorize such delegation. (*Id.* at 113-114.) The petition also sets out that the MSA Board may not delegate its fiduciary duties, including a prohibition on delegating the budget approve and revision, approval of the fiscal audit and perform and report, adoption of Board policies, and retains ultimate authority for all delegated duties. (*Id.*) These provisions are much more clearly laid out than those contained in the most recent renewal petitions for these schools, and as such Staff's assertion is disingenuous and demonstrably false.

Furthermore, Staff's assertion that the petitions do not provide adequate assurance of Brown Act compliance is also disingenuous and demonstrably false. The bylaws for MSA and the petitions explicitly state that MSA will abide by the Brown Act. (*Id.* at pgs. 112-113.) Staff contend that the MSA bylaws and petition would run counter to Government Code section 1090. MSA provides for conflict of interest procedures that comply with the Political Reform Act, California Corporations Code section 5233 (governing conflicts of interest for nonprofit organizations), and LAUSD policy – even requiring yearly Board trainings on conflicts of interest requirements and the Brown Act. (MSA petitions, pp. 121-122.) The conflict of interest prohibitions and procedures outlined by MSA in the charter are consistent with Government Code Section 1090, et seq. and its exception for "non-interests" and "remote-interest" transactions. The language in the charter that commits the school to follow LAUSD policy as it relates to charter schools "as long as such policy is consistent with State or Federal laws applicable to charter schools" was only intended to reflect the fact that there was a bill pending in the Legislature at the

time the charter was submitted that would have modified conflict of interest compliance with regard to charter schools. This bill was ultimately vetoed by the Governor. The Bylaws will be updated to reflect compliance with Section 1090.

Lastly, Staff argues that a minor inconsistency in the description of Board member selection procedure and staggered terms results in the description not being “reasonably comprehensive”; this despite Staff’s own admission that MSA has agreed to implement requested changes to the MSA governance structure and policies to address these issues. Moreover, the Charter Schools Act does not require a petitioner to even identify a Board member selection procedure or a process for staggering terms, thus the District cannot argue that the petition is not reasonably comprehensive in this regard.

As shown, MSA has in fact provided a reasonably comprehensive description of governance as required.

B. MSA’s petitions do in fact include a reasonably comprehensive description of the Employee Qualifications.

Staff fails to provide any explanation or basis of how they determine that a clear description of the qualifications for administrative positions at the school does not constitute a reasonably comprehensive description of qualifications, other than an un-supported assertion that “differentiation is expected” with a reference to differing administrative assignments. The petition clearly lays out that these are the minimum qualifications, and thus MSA will obviously be seeking candidates with higher-than-minimum qualifications and specialized experience for particular positions. (MSA petitions, p. 125.) Furthermore, the petitions do indeed highlight specific and differentiated requirements for the positions, including highlighting the duties each position is expected to perform if hired, which are included in both the Employee Qualifications and the Governance portions of the petitions. (MSA petitions, pp. 116-119; 125-134.) We note that nothing in the Charter Schools Act requires the differentiation of administrative qualifications for potential employees. Further, the Charter Schools Act exempts charter schools from administrative credentialing requirements applicable to school districts, so the petitioners are free to set qualifications far in excess of what is required by law. The fact that the District would seek to lower qualifications for some of MSA’s administrators reflects a focus not on students, but rather on undermining MSA’s ability to vigorously compete against the District as intended by the Legislature (Education Code 47601).

Given the above, MSA has in fact provided a reasonably comprehensive description of the employee qualifications.

C. MSA’s petitions do in fact include a reasonably comprehensive description of the MSA admission requirements.

Staff asserts that the petitions did not contain a description of the implementation of a lottery, how preferences are qualified for, and how parents and guardians would be alerted. This assertion is disingenuous and demonstrably false.

MSA included comprehensive information on its lottery process in the petition on pages 132-133, which includes the location of the lottery (the school-site), the method of qualifying for preferences (specifies the list of enrollment preference and qualifications for preferences), the requirements for recording and auditing the lottery (video recording, documents required, and an invitation to LAUSD representatives), the method by which the lottery will occur (through random drawing at each grade level, with placement on a grade-specific wait-list in the order drawn if capacity is met), as well as the process and timeline for notifying parents or guardians of the results (written notice, provision of an enrollment packet, a waiting period for response, and a requirement of at least two phone calls to confirm.)

D. MSA's petitions do in fact include a reasonably comprehensive description of the Suspension and Expulsion procedures.

Staff asserts that MSA's petitions provide for suspension for "willful defiance" in contravention of Education Code section 48900(k)(1), that it creates concern that students would not be held accountable, that the list of offenses are inconsistent with the handbook, and that the procedures for the hearing body for discipline are not provided. To reach this conclusion Staff misquotes the petition and ignores the language provided, and thus their findings are disingenuous and demonstrably false.

The MSA petitions provide for very clear discipline policies including that all discipline be completed in accordance with Education Code section 48915. (MSA petitions, p. 138.) The petitions are also clear that any "behavioral violation" discipline requires three warnings and results in a conference between the student, the administration, any specialized staff assigned to the student, and the student's parent or guardian. (Id.) Following the meeting, the group would provide for a student agreement outlining expectations, timelines and consequences for violating the student agreement. (Id.) MSA has no policy or statement in its petition that it may suspend students on the basis of "willful defiance" in contravention of Education Code section 48900(k)(1), and in fact, MSA's policies clearly favor restorative justice practices. MSA also provides explicit descriptions of its procedures for disciplinary hearings. (Id. at 150.)

Moreover, even assuming that LAUSD staff's assertions had been true, MSA has a right to have different disciplinary processes than LAUSD. The Legislature considered SB 322 this term that would have aligned charter school discipline practices with school districts, but expressly declined to do so. Moreover, MSA's actual suspension and expulsion outcomes are much lower than those of LAUSD. MSA's suspension and expulsion rates range from 0.1 to 0.2% versus a 0.9% rate of LAUSD.

As shown, Staff's finding that the charter petition does not contain a reasonably comprehensive description of the required elements is disingenuous and demonstrably false. Thus the Staff's recommendation should be withdrawn.

IV. Comments by the Board President Demonstrate Lack of Due Process

Quotes in the LA Times attributed to LAUSD Board President Steve Zimmer indicate a level of bias that requires him to recuse himself from this decision.

Actions in front a public board, such as a planning commission or school board, that relate to a specific case like Magnolia's are considered quasi-judicial actions. (*Today's Fresh Start, Inc. v. Los Angeles County Office of Education* (2013) 57 Cal. 4th 197, 214.) Ultimately, the due process question is whether there is "an unacceptable probability of actual bias on the part of one of the decision makers." (*Nasha v. City of Los Angeles* (2004) 125 Cal. App. 4th 470, 473.) Put another way, procedural due process in the administrative setting requires that the hearing be conducted "before a reasonably impartial, noninvolved reviewer." (*Gai v. City of Selma* (1998) 68 Cal. App. 4th 213, 219.)

"In order to prevail on a claim of bias violating fair hearing requirements, [a party] must establish an unacceptable probability of actual bias on the part of those have actual decision making power over their claims." (*BreakZone Billiards v. City of Torrance* (2000) 81 Cal. App. 4th 1205, 1236.)

On October 12, 2016, prior to the publishing of the Staff report, LAUSD board president Steve Zimmer is quoted by the LA Times as follows:

"L.A. school board president Steve Zimmer, however, says Magnolia's past actions remain a problem. Magnolia never indicated it intended to import teachers en masse, Zimmer said, when before the Board of Education for approval."

The article also references the Staff concerns:

"L.A. Unified has not yet released its rationale for recommending that the schools' renewal requests be denied. But sources inside and outside the district make it clear that one major issue is Magnolia's foreign workers, most of whom came in to teach."

It is clear based upon these reports that Mr. Zimmer has made statements that evidence his opposition to Magnolia and its petitions. It is very significant that these statements have been made before he has received District Staff's reports or any official response from MSA to the Staff Report on MSA 1, 2 and 3. This sort of predetermination of outcome evidences the very sort of probability of actual bias that is of concern to the courts.

V. The Staff Recommendation Discriminates Against MSA on the Basis of Ethnicity or National Origin.

As the Staff findings and recommendation are clearly erroneous, actively misconstrue the petition's language, misrepresents data, and makes unfounded assertions, we are forced into the assumption that the findings and recommendations are based on other factors. We express significant concern as it appears the actions of LAUSD Staff in this instance are designed to move the LAUSD Board to act not on the basis of MSA's actual compliance with the requirements for renewal under the law, but instead to act on the basis of the national origin and religion of many of MSA's staff and Board members.

The California Constitution enshrines the rights of the people and their organizations, amongst which is the requirement that “the State shall not discriminate against, or grant preferential treatment to, any individual or group on the basis of ... ethnicity, or national origin in the operation of public employment, public education, or public contracting.” (Cal. Const., Art. I, Sec. 31(a); emphasis added.) The “State” is defined as any political subdivision of the state, including specifically, school districts. (*Id.* at Sec. 31(f).) Furthermore, the California Constitution provides that “[t]he remedies available for violations of this section shall be the same... as are otherwise available for violations of then-existing California antidiscrimination law.” (Sec. 31(g).) The California Supreme Court holds that “discriminate” means to “make distinctions in treatment, show partiality (in favor of) or prejudice (against).” (*Hi-Voltage Wire Works, Inc. v. City of San Jose* (2000) 24 Cal.4th 537, 559.) Further, federal courts interpreting California law have held that “[w]hen the government expressly classifies persons on the bases of race or national origin ... its action is ‘immediately suspect’... such a lawsuit need not make an extrinsic showing of discriminatory animus or a discriminatory effect to trigger strict scrutiny.” (*Mitchell v. Washington*, 818 F.3d 436, 445-446 (9th Cir. 2016), quoting *Jana-Rock Constr., Inc., v. N.Y. State Dep’t of Econ. Dev.*, 438 F.3d 195, 204-205 (2d Cir. 2006).) Under a strict scrutiny standard, the defending agency “has the burden of proving its racial classifications ‘are narrowly tailored measures that further compelling governmental interests’.” (*Johnson v. California* (2005) 543 U.S. 499, 504.)

It is highly inappropriate that LAUSD Staff’s findings would focus not on the specific petitions in front of them, as is required under the Charter Schools Act as explained above, but instead on issues related specifically to the Agreement regarding MSA 6, 7, and 8. The Agreement states that the “District agrees not to raise issues contained in the [State audit] that were previously contained in staff reports or VLS report.” (Exhibit 1, Settlement Agreement.) While the District certainly has the right to continue its oversight duties and to investigate “new concerns unrelated to the District’s prior review”, they cannot continually utilize the previous issues to harm MSA. (*Id.*) Staff’s recommendation here is almost entirely premised on raising issues addressed in the State’s audit, and specifically re-asserts claims related to MSA’s bringing in highly-qualified teachers from Turkey on H1-B visas. (Staff Findings, section V(1)(b) bullet point 3.)

We note that the issues raised regarding the H1-B visas and the hiring of highly-qualified teachers from Turkey was already found to be appropriate under the State’s Audit. (available at <https://www.bsa.ca.gov/reports/summary/2014-135R>). Thus, Staff’s raising of the issue is violative of the Settlement Agreement. More disturbing, however, is the fact that this issue appears to have only been raised against MSA, or has been particularly focused on MSA, which leads us to conclude that this may be as a result of animus against people of Turkish origin and people of Islamic faith. We are informed that Amsterdam & Partners, LLP, who is reported to be paid \$50,000.00 per month by the Erdogan government, has made allegations specifically targeting MSA and their Staff. (Ianthe, Jeanne Dugan and Douglas Belkin. *Erdogan War on Cleric Hits U.S. Classrooms*. Wall Street Journal, September 23, 2016.) We also have possession of the filing done with the U.S. Department of State referencing meetings between representatives of the Republic of Turkey and LAUSD Board member Steve Zimmer. (See Exhibit 2).

The Erdogan government has been relentless in attempts to dismantle or destroy any educational organization it deems as “inadequately loyal to the current government”, including

dismissing or jailing over 27,000 academics in Turkey and seeking the suppression of academics of Turkish origin throughout the world. (Middle East Studies Association, et al. *Threats to Higher Academic Freedom in Turkey*. July 21, 2016 [signed and supported by over fifty academic associations]; Middle East Studies Association. *Letter to Secretary of State John F. Kerry regarding Turkish government measures taken against universities and academics*. August 19, 2016; Pestano, Andrew. *Turkey's Academics Banned from Leaving in Post-Coup Crackdown*. United Press International, July 20, 2016.) The Erdogan government's attempts to silence dissent has been especially fierce against any person of Turkish origin who has expressed support for the social practice of "hizmet", which literally means "to serve" and encourages "support for human rights, equal opportunity, democracy, non-violence and the emphatic acceptance of religious and cultural diversity" as shared human values. (Alliance For Shared Values. <http://www.afsv.org>, accessed October 16, 2016.) It appears the workings of the Erdogan government to purge Turkish academics have affected even LAUSD, resulting in this attempt to shut down high-performing California public schools serving thousands of low-income and minority students.

While some MSA staff and Board members may personally support the "hizmet" social concept, MSA has been singularly focused on establishing high-performing public schools. To do this, MSA employs highly-qualified teachers in the Science, Technology, Engineering and Math ("STEM") fields, which are difficult to find for any school, to the benefit of MSA students and consistent with MSA's focus on improving student performance in STEM. MSA schools have consistently won national awards in science and robotics and have developed strong programs in these areas due to the unique qualifications of teachers brought in under the H1-B program. Filling STEM positions with highly-qualified teachers has become extremely difficult and expensive; and the H1-B visa process greatly assisted MSA with this issue. Furthermore, given that the majority of students served by MSA schools are from immigrant or minority communities, connecting them with teachers who have personal experiences as immigrants and minorities is an important aspect of spurring interest in STEM and encouraging academic success in these communities.

We are aware of no reason why LAUSD would continue to consider the H1-B expenditures of MSA improper when the issue has been determined as permissible under the State audit and under the Settlement Agreement, unless LAUSD were utilizing the national origin or religion of MSA staff as a factor in their determination of whether to recommend MSA schools for renewal, or in their application of investigatory powers. In fact, we are informed that Los Angeles Unified School District itself has filed well over 100 labor conditional applications for H1B visas and dozens of labor certifications for green card from fiscal year 2013 to 2015. Los Angeles Unified School District was ranked 791 among all visa sponsors. Please note that 12 LCA for H1B Visa and 18 LC for green card have been denied or withdrawn during the same period. (see http://visadoor.com/h1b/index?company=los-angeles-unified-school-district&job=&year=2015&state=CA&case_status=Certified&submit=Search and http://visadoor.com/h1b/index?company=los-angeles-unified-school-district&job=&year=2015&state=CA&case_status=Certified&submit=Search). This sort of double standard by a government agency simply will not stand in a court of law. It underscores that the fact that the District's stated concern regarding the amount of funds MSA spent on H1-B visas is simply a pretext.

The fact that LAUSD is engaged in the very same visa practices that it seeks to criticize MSA for, combined with the meetings of LAUSD Board President with representatives of the Erdogan government and the lack of any evidence sufficient to support the findings expressed by Staff, make it appear that the motivation behind LAUSD's actions are based on the Turkish origin or religious beliefs or association of some MSA staff and board members. The use of race or national origin or religious beliefs in such a manner is discriminatory and violative of the federal and California law regarding Equal Protection.

Given the above analysis, we demand the LAUSD Superintendent intervene and direct LAUSD Charter School Division Staff to cease and desist their discriminatory practices and amend the Staff recommendations to comport with law and the Agreement. Should the Superintendent fail to do so, MSA reserves the right to seek any and all legal remedies available to them.

Sincerely,
**LAW OFFICES OF
YOUNG, MINNEY & CORR, LLP**



Jerry W. Simmons
ATTORNEY AT LAW

cc: Caprice Young, CEO, Magnolia Public Schools

EXHIBIT 1

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Petitioner Magnolia Education and Research Foundation dba Magnolia Public Schools (“Petitioner” or “MERF”) and Respondent Los Angeles Unified School District (“Respondent” or “District”). MERF and the District shall collectively be referred to herein as the “Parties.”

RECITALS

WHEREAS, MERF operates charter schools including Magnolia Science Academy (“MSA”) 6, 7, and 8.

WHEREAS, on or about November 6, 2013, MERF submitted petitions to renew the charters of MSA 6 and MSA 7.

WHEREAS, on or about March 4, 2014, the Board approved the renewals of the MSA 6 and 7 charters conditioned upon “further review of the schools’ fiscal processes and operations that does not result in any material findings.”

WHEREAS, the District performed a review of MERF, MSA 6, and MSA 7 regarding their financial status and operational activities, and based on this review concluded MSA 6 and MSA 7 did not meet the renewal conditions, thereby rendering the renewals inoperative, and the schools’ conditional renewals were rescinded.

WHEREAS, on or about July 3, 2014, MERF filed a petition for writ of mandate and complaint for injunctive and declaratory relief in Los Angeles County Superior Court (Case No. BS149626) to challenge the District’s non-renewals of MSA 6 and 7, and the enforceability of the charter renewal timeline waivers (“Action”).

WHEREAS, on or about November 18, 2014, the District’s governing board denied renewal of MSA 8 based on the same underlying issues raised in the rescission of the nonrenewal of MSA 6 and MSA 7, and whereas MERF would amend the Petition for Writ of Mandate in the pending Action to include the nonrenewal of MSA 8 if agreement was not reached;

WHEREAS, MSA 6, MSA 7 and MSA 8 met the academic renewal criteria in Education Code section 47607;

WHEREAS, the Parties stipulated to continue the trial setting conference in the Action for the hearing on an injunction to May 19, 2015 to further discuss potential settlement of this Action.

WHEREAS, the Parties desire to enter into this Agreement to settle and fully resolve this Action under the terms and conditions as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and promises in this Agreement, and for other further good and valuable consideration, the Parties agree as follows:

AGREEMENT

1. **Operation of MSA 6, MSA 7, and MSA 8:**

The District agrees to reconsider its actions rescinding renewal of MSA 6 and MSA 7 and denying renewal of MSA 8 and to renew the three charter schools to be operated by MERF pursuant to the terms of the charters and this Agreement. In considering renewal for purposes of this Agreement, it is acknowledged that MSA 6, 7, and 8 have met the academic renewal criteria in Education Code section 47607 and the District considered increases in pupil academic achievement for all groups of pupils served in MSA 6, MSA 7 and MSA8. The renewals shall be effective as of the last day of the charter terms of MSA-6, MSA-7 and MSA-8 and shall run for five (5) years from that date. Any corresponding revisions to the charter petitions, including alignment with District Required Language for charter petitions, will be processed through an administrative amendment. All obligations and limitations on MERF contained in this Agreement are also obligations and limitations on MSA 6, MSA 7, and MSA 8.

2. **ACCORD Contract:**

MERF has terminated its current contract with ACCORD effective June 30, 2015. At the request of LAUSD and as part of this Agreement, MERF also agrees that it will not enter into any future contract(s) with ACCORD (or dba ACCORD) for the purpose of providing services to LAUSD-authorized charter schools operated by MERF, including but not limited to contracts obtained through the Request for Proposal (“RFP”) process. In order to implement this provision, the parties agree that all references to services and programs provided by ACCORD throughout all LAUSD-approved charters operated by MERF will hereafter be deemed services and programs that will be operated directly by MERF or a third party vendor other than ACCORD that is retained by MERF. This Agreement will be deemed a material revision of all applicable sections of each of the charter petitions for purposes of implementing this paragraph and no separate material revision need be submitted to the District for approval by MERF. MERF will update the applicable sections in the charter through an administrative amendment.

3. **Staggered Board Terms:** Contingent on all of MERF’s authorizers agreeing to this change, MERF agrees to modify its governance structure to require its governing board members to serve staggered terms of service within two months of the effective date of this Agreement. MERF agrees to add three (3) additional Board members to its governing board, two (2) of whom should be appointed within 90 days of the effective date of this Agreement. The parties agree that should MERF require more time, the parties will meet and confer to determine what amount of additional time would be appropriate, but in no event shall the three board members be seated in excess of 180 days from the date of execution of this Agreement.

4. **Fund Transfers:** MERF agrees that it will no longer commit or cause any further fund transfers between its schools, and between its schools and the central office of MERF. Notwithstanding this paragraph, MERF may transfer funds in accordance with generally accepted

accounting principles for legitimate educational and operational expenses with approval of the MERF Board and documentation of corresponding board resolutions. MERF shall maintain records of the approval of these transfers for review by District officials as a facet of the oversight process.

5. **Leadership Changes:** MERF agrees and has implemented leadership changes and hired a new Chief Executive Officer (“CEO”), Chief Financial Officer (“CFO”), and Chief Administrative Officer (“CAO”).

6. **Immigration Fees:** MERF agrees that it will cease expenditures on immigration fees for employees, except for existing employees who are renewing H-1B visas. MERF also agrees to discuss any future recruitment efforts for H-1B programs with the District to ensure compliance with law and District expectations prior to implementing such programs. After the District provides its consultation on these issues, MERF may implement an H-1B program in accordance with law, including the payment of legally required employer fees.

7. **Auditing Firm:** MERF agrees to replace its current auditing firm within two months of the effective date of this Agreement. MERF has already issued a RFP for auditing services within ten days of the effective date of this Agreement.

8. **Fiscal Oversight:** MERF agrees to be subject to fiscal oversight during fiscal year 2015-16 by the Fiscal Crisis & Management Assistance Team (“FCMAT”), or a reasonably equivalent fiscal organization, which would oversee MERF’s fiscal operations.

9. **PRA Requests:** MERF agrees to set aside and withdraw Public Records Act (“PRA”) requests made to the District pursuant to Government Code section 6250, *et seq.* that relate to foreign workers hired by the District, and the District shall have no obligation to respond and/or produce records in response to that portion of the pending PRA requests. The District will continue to produce all responsive records to the remainder of the PRA requests filed by MERF.

10. **JLAC Audit:** The District agrees not to raise issues contained in the State’s Joint Legislative Audit Committee’s (“JLAC”) audit that were previously contained in the District’s staff reports or VLS report. However, the District reserves its right to issue notices of concern and/or initiate revocation proceedings pursuant to Education Code section 47607 in the event that the JLAC audit or the OIG’s investigation on MERF reveals any misappropriation of funds or new concerns unrelated to the District’s prior review by the OIG. In the event that the District issues a notice of concern or initiates revocation proceedings, MERF shall be afforded a reasonable opportunity to cure those alleged violations and/or concerns.

11. **Dismissal of the Action.** Within five days of the effective date of this Agreement, counsel for MERF shall file with the Court an executed Request for Dismissal dismissing the Action in its entirety with prejudice. The Parties will not be deemed to execute the Agreement until it has been ratified by both the District’s Board and MERF’s governing board. Immediately upon receipt of a conformed copy of the Request for Dismissal, MERF shall provide the District

with a copy.

12. **Mutual Release.** The Parties, for themselves and on behalf of their present and former affiliates, parents, subsidiaries, predecessors, successors, and companies under common ownership or control by a parent, (collectively “Releasing Parties”) do hereby release and forever discharge each other as well as each other’s present and former affiliates, parents, subsidiaries, companies under common ownership or control by a parent, predecessors, successors, employees, agents, attorneys, insurance carriers and assignees, and their representatives, successors, assigns, and each of them (collectively “Released Parties”), from any and all claims, liability, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees, interest, and other legal responsibilities of any form whatsoever which the Releasing Parties have, may have, have had, or claim to have, known or unknown, in any country, based upon, arising out of, or related to the Action.

13. **Unknown Claims; Waiver of Rights Under California Civil Code § 1542:** Except as otherwise provided in this Agreement, it is a further condition of the consideration herein and is the intention of the Parties in executing this Agreement that the same shall be effective as a bar as to each and every claim, demand, and cause of action hereinabove specified under the Action and, in furtherance of this intention, the Parties hereby expressly waive any and all rights or benefits conferred by the provisions of SECTION 1542 OF THE CALIFORNIA CIVIL CODE and expressly consent that this Agreement shall be given full force and effect according to each and all of its express terms and conditions, including those relating to unknown and unsuspected claims, demands and causes of actions, if any, as well as those relating to any other claims, demands and causes of actions hereinabove specified. SECTION 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Parties acknowledge that they may hereafter discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement and which, if known or suspected at the time of executing this Agreement, may have materially affected this settlement. Nonetheless, the Parties hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts with regard to the subject matter of the Action, except as otherwise provided in this Agreement. The Parties acknowledge that they understand the significance and consequence of such release and such specific waiver of SECTION 1542.

14. **Disputed Claims.** The settlement, releases, and other matters set forth herein are a compromise and settlement of disputed and contested claims between the Parties, and nothing contained herein shall be construed as an admission by any Party of any obligation and/or liability of any kind to any other Party.

15. **Severability.** If any portion of this Agreement is held by a court of competent jurisdiction to conflict with any federal, state, or local law, and as a result such portion or portions are declared to be invalid and of no force or effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

16. **Entire Agreement.** This Agreement contains and embodies the entire agreement of the Parties with regard to the obligations under this Agreement and the Action, and no representations, inducements or other agreements, oral or otherwise, not embodied herein, exist nor shall they be of any force or effect. This Agreement supersedes all prior agreements between the Parties and controls all rights and obligations between the Parties with respect to the released matters. This Agreement can only be modified or amended by a subsequent written agreement signed by the Parties hereto.

17. **No Assignment.** Each Party represents, warrants and agrees that it has not assigned, transferred, conveyed, encumbered or in any manner otherwise disposed of all or any portion of the claims, actions, causes of action, suits, potential causes of action, demands, disputes, rights, obligations, or interests of any nature or kind whatsoever covered by this Agreement, whether before or after they occurred, regardless of whether they have occurred as of the date of this Agreement.

18. **Successor and Assigns.** The Parties agree that this Agreement shall bind their successors, agents, representatives, attorneys, and assigns.

19. **Recitals.** The recitals set forth above are an integral part of this Agreement and are incorporated herein by reference.

20. **Approval By Governing Boards.** The Parties agree that this Agreement is contingent on approval by both the District's Board and MERF's governing board. In the event that either governing board rejects this Agreement, none of the Parties shall be deemed to have waived any rights with respect to the matters in dispute.

21. **Effective Date.** The effective date of this Agreement shall be the date the last Party signs the agreement or it is ratified by the District's or MERF's governing board, whichever is later.

22. **Amendments.** This Agreement and all documents and instruments executed in connection herewith or in furtherance hereof may not be amended, modified, or supplemented except by an instrument in writing signed by the Parties.

23. **Governing Law, Jurisdiction, and Venue.** This Agreement shall be interpreted and enforced under the laws of the State of California applicable to contracts entered into and to be performed entirely within the State of California.

24. **Enforcement of Agreement.** The Parties understand and agree that this Agreement was

entered into in the context of settlement discussions and is fully enforceable. The Parties agree not to challenge this Agreement as illegal, invalid, or unenforceable. The Parties further agree that this Agreement may be introduced into evidence in any subsequent proceeding to enforce the terms of this Agreement and that Evidence Code section 1119 does not apply in such a proceeding. If any action is necessary to enforce or interpret the terms of this Agreement, the prevailing party or parties (as determined by the Court or other relevant authority) in such action shall be entitled to its reasonable attorneys' fees and costs, including court costs and expert fees, whether or not such proceeding is prosecuted to judgment.

25. **Authority to Sign.** The Parties represent and warrant that they are executing this Agreement on their own behalf, have the full power and authorization to execute this Agreement on their own behalf, and that upon execution the same is and shall be binding upon their agents, successors, and assigns.

26. **Multiple Originals.** This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes. This Agreement may be executed in counterparts and by facsimile, and each counterpart and facsimile shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

27. **Construction.** The language and terms of this Agreement are to be understood in their ordinary sense (except where otherwise defined herein) and are not to be interpreted in a technical manner so as to unfairly deprive any party of substantive rights. The text of this Agreement is the product of negotiation between the Parties and is not to be construed as having been prepared by one party or the other.

28. **Costs.** The Parties shall each bear their own costs and fees incurred in connection with representation in this Action, including the negotiation of this Agreement. In consideration of this Agreement, both Parties waive any claim or cause of action to recover attorneys' fees and/or costs pursuant to Code of Civil Procedure section 1021.5 or any other asserted grounds for recovery.

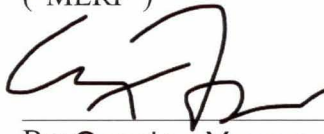
29. **Voluntary and Knowing.** This Agreement is executed voluntarily and without any duress or undue influence on the Parties hereto. The Parties acknowledge that:

- a) They have read this Agreement;
- b) They were represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or had the opportunity to retain legal counsel;
- c) They understand the terms and consequences of this Agreement and of the releases it contains; and

- d) They are fully aware of the legal and binding effect of this Agreement and sign the same of their own free will.

IN WITNESS WHEREOF, the undersigned fully agree to be bound by the above terms and conditions, and have executed this Agreement on the dates set forth below.

For: Petitioner Magnolia Education and Research
Foundation dba Magnolia Public Schools
("MERF")



Dated: March 15, 2015

By: Caprice Young, Ed.D.
Title: Chief Executive Office and Superintendent

For: Respondent Los Angeles Unified School
District ("District")



Dated: March 20, 2015

By: José Cole-Gutiérrez
Title: Director, Charter Schools Division

EXHIBIT 2

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Amsterdam & Partners LLP 601 Thirteenth Street, N.W., Eleventh Floor South Washington, DC 20005	2. Registration No. 6305
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3. Name of Foreign Principal Republic of Turkey	4. Principal Address of Foreign Principal Embassy of Republic of Turkey in Washington, DC 2525 Massachusetts Avenue, N.W. Washington, DC 20008
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|--------------------------------------|--|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (specify) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Executive Branch

b) Name and title of official with whom registrant deals

Hon. Serdar Kiliç, Ambassador of the Republic of Turkey to the United States

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes No

Owned by a foreign government, foreign political party, or other foreign principal Yes No

Directed by a foreign government, foreign political party, or other foreign principal Yes No

Controlled by a foreign government, foreign political party, or other foreign principal Yes No

Financed by a foreign government, foreign political party, or other foreign principal Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes No

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
October 26, 2015	Andrew J. Durkovic, Partner	/s/ Andrew J. Durkovic
		eSigned

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Amsterdam & Partners LLP

2. Registration No.

0325

3. Name of Foreign Principal

Republic of Turkey

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The nature of the agreement is to provide advice and representation relating to potential claims under treaty, U.S. law and/or international law held by the Republic of Turkey against individuals and/or entities in the United States.

The method of performance of the agreement will be primarily investigative and advisory, together with potential direct representation in state and/or federal judicial systems in the United States. The methodology may also involve lobbying before state and/or federal government entities in the United States, together with potential public media activities.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Provide advice and representation relating to potential claims under treaty, U.S. law and/or international law held by the Republic of Turkey against individuals and/or entities in the United States. The method of performance of the agreement will be primarily investigative and advisory, together with potential direct representation in state and/or federal judicial systems in the United States. The methodology may also involve lobbying before state and/or federal government entities in the United States, together with potential public media activities.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Provide advice and representation relating to potential claims under treaty, U.S. law and/or international law held by the Republic of Turkey against individuals and/or entities in the United States. The method of performance of the agreement will be primarily investigative and advisory, together with potential direct representation in state and/or federal judicial systems in the United States. The methodology may also involve lobbying before state and/or federal government entities in the United States, together with potential public media activities.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
October 25, 2015	Andrew J. Durkovic, Partner	/s/ Andrew J. Durkovic eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LEGAL SERVICES AGREEMENT

Received by NSD/FARA Registration Unit 10/26/2015 9:38:40 AM

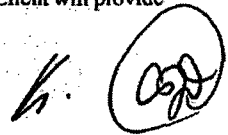
The Embassy of Republic of Turkey in Washington D.C. (the "Client") engages Amsterdam & Partners LLP, a District of Columbia Limited Liability Partnership (the "Firm"), to provide legal services in the United States of America (the "Engagement").

1. **Scope.** The Firm will provide legal advice and representation related to the extradition of persons from the United States to Turkey as required by treaty and as may be necessary to protect Turkey's interests in international law, international criminal law, and U.S. domestic law. *The activities that are required to be carried out by the Turkish officials in accordance with Turkish legislation as well as excluding litigation services regarding cases directly or indirectly related to the Republic of Turkey or its diplomatic missions are excluded from the scope of this Agreement.* The scope of services may be modified by mutual written agreement from time to time. In the course of the Engagement the Firm will provide reports and updates to the Client *"as often as requested by the Client. Notwithstanding the foregoing the Firm shall provide montly reports latest by the end of each month."*

2. **Term.** The Engagement shall commence as of the date executed by the Client and shall continue on a monthly basis for a minimum of three months until terminated. The term of this Engagement shall not exceed 12 months commencing from the date of execution. Notwithstanding the foregoing, the Firm shall not be obligated to perform any work under the Engagement until it receives an executed copy of this agreement Signed by the Client, together with the initial fee payment described in Paragraph 3, below. Upon termination, any fees owed by the Client to the Firm shall be paid in accordance with the terms set forth in this agreement.

3. **Fees.** The Firm's fees for the Engagement shall 50,000 USD per month. The Firm shall not be reimbursed for any costs, expenses incurred in the course of Engagement. Fees for the first month of the Engagement shall be paid in advance upon the execution of this agreement, and fees thereafter shall be paid at the commencement of each monthly period, beginning on 24th August 2015 until the Engagement is terminated in accordance with Paragraphs 2 and 11, below.

4. **Third Parties.** The Firm shall engage such third party attorneys and other professionals ("Third Parties") as the Firm and the Client agree in writing are necessary to further the Engagement, which shall be separate and in addition to the payment of fees under the Engagement. Third Parties may be engaged by the Firm on the Client's behalf so as to preserve and protect applicable privileges, and they shall act under the Firm's direction, but they shall be paid directly by the Client. The Firm shall consult with the Client in determining Third Parties with whom it seeks engagement within the scope of this Engagement. The Firm shall cover all activities of Third Parties in its periodic reports signified in Paragraph 1. The Client will provide



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5. Security. The Client shall arrange for all attorneys/professionals of the Firm necessary security measures while on Turkish soil during the Engagement. The Client shall consult with the Firm as to determining the type and scope of these security measures.

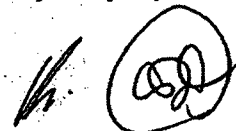
6. Turkish Law. The Client understands that the Firm is not qualified to practice law in Turkey. The Firm shall rely on Turkish counsel appointed by the Client for all matters relating to Turkish law.

7. Confidentiality. The Firm shall hold in strictest confidence all information relating to this Engagement, all attorney work product, all information protected by the attorney-client privilege, and any information that may be acquired in connection with or as a result of performing services under this Engagement. This obligation continues after the termination of the Agreement.

7a. No Publicity. The Firm shall not refer to the Client in any publication or advertisement, whether in electronic or print form, and shall not publicize in any way its role with respect to this Engagement without the Client's prior written consent.

8. Termination. The Client may terminate this Engagement at any time by giving written notice to the Firm. In those circumstances, the Firm shall be entitled to its full monthly fee on pro rata basis for the monthly period in which notice is given, and shall not be required to reimburse any portion of its monthly fee if termination is required on less than 30 days' notice. The Firm shall also have the right terminate the Engagement at any time by giving written notice to the Client. In this case, the termination notice shall effect 10 days of such a notification. In those circumstances, the Firm shall reimburse to the Client its monthly fee, on a pro rata basis, to the extent the Firm elects to provide less than a full month of services for the monthly period in which notice is given. Further, if the Firm terminates the Engagement, it shall appropriately notify all applicable courts and administrative agencies at which it has appeared on the Client's behalf and provide the Client reasonable opportunity to arrange any necessary alternative representation. If judicial or administrative approval is required for the Firm to withdraw, the Client consents to the Firm's withdrawal, and agrees that the Client will not oppose such withdrawal. Upon termination, any unpaid fees and/or unreimbursed expenses owed by the Client to the Firm will be paid promptly.

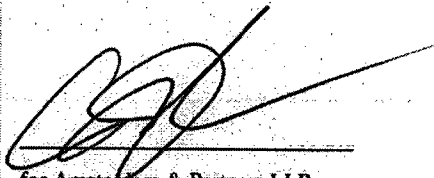
Upon termination of this Engagement, the Firm shall deliver to the Client any records, data, and documents obtained from the Client, including any copies of the foregoing except such copies as the Firm believes it must retain in order to accurately document the nature, scope and quality of the services rendered by it to the Client.

Handwritten signature and initials in black ink, located at the bottom right of the page.

9. The Firm shall continue and seek to represent other persons and entities only to the extent that such does not pose a conflict with its representation of the Client as described herein. The Firm notify Client of all potential conflicts of interest

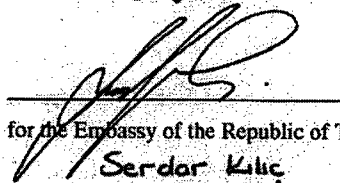
10. Authority. The Client affirms that the signatory of this agreement is duly authorized to execute this agreement on the Client's behalf. The Firm affirms that the signatory of this agreement is duly authorized to execute this agreement on the Firm's behalf. With its signature, the Firm declares that the individuals providing the services described herein are duly authorized to practice law in the United States and the District of Columbia, and are otherwise permitted to provide these services.

11. Settlement of Disputes/Choice of Law/Forum. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.



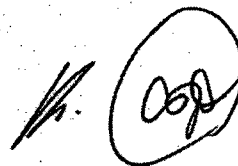
for Amsterdam & Partners LLP
Andrew J. Durkovic

Date: 28 August 2015



for the Embassy of the Republic of Turkey
Serdar Kilic

Date: 28 August 2015



U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0002; Expires April 30, 2017

**Supplemental Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

For Six Month Period Ending 04/30/2016

(Insert date)

I - REGISTRANT

1. (a) Name of Registrant

(b) Registration No.

Amsterdam & Partners LLP

6325

(c) Business Address(es) of Registrant

601 Thirteenth Street, N.W.
Eleventh Floor South
Washington, DC 20005

2. Has there been a change in the information previously furnished in connection with the following?

(a) If an individual:

- (1) Residence address(es) Yes No
- (2) Citizenship Yes No
- (3) Occupation Yes No

(b) If an organization:

- (1) Name Yes No
- (2) Ownership or control Yes No
- (3) Branch offices Yes No

(c) Explain fully all changes, if any, indicated in Items (a) and (b) above.

IF THE REGISTRANT IS AN INDIVIDUAL, OMIT RESPONSE TO ITEMS 3, 4, AND 5(a).

3. If you have previously filed Exhibit C¹, state whether any changes therein have occurred during this 6 month reporting period.

Yes No

If yes, have you filed an amendment to the Exhibit C? Yes No

If no, please attach the required amendment.

N/A

¹ The Exhibit C, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, and by laws of a registrant that is an organization. (A waiver of the requirement to file an Exhibit C may be obtained for good cause upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530.)

4. (a) Have any persons ceased acting as partners, officers, directors or similar officials of the registrant during this 6 month reporting period?

Yes No

If yes, furnish the following information:

Name	Position	Date Connection Ended
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(b) Have any persons become partners, officers, directors or similar officials during this 6 month reporting period?

Yes No

If yes, furnish the following information:

Name	Residence Address	Citizenship	Position	Date Assumed
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5. (a) Has any person named in Item 4(b) rendered services directly in furtherance of the interests of any foreign principal?

Yes No

If yes, identify each such person and describe the service rendered.

(b) During this six month reporting period, has the registrant hired as employees or in any other capacity, any persons who rendered or will render services to the registrant directly in furtherance of the interests of any foreign principal(s) in other than a clerical or secretarial, or in a related or similar capacity? Yes No

Name	Residence Address	Citizenship	Position	Date Assumed
------	-------------------	-------------	----------	--------------

See attachment

(c) Have any employees or individuals, who have filed a short form registration statement, terminated their employment or connection with the registrant during this 6 month reporting period? Yes No

If yes, furnish the following information:

Name	Position or Connection	Date Terminated
------	------------------------	-----------------

(d) Have any employees or individuals, who have filed a short form registration statement, terminated their connection with any foreign principal during this 6 month reporting period? Yes No

If yes, furnish the following information:

Name	Position or Connection	Foreign Principal	Date Terminated
------	------------------------	-------------------	-----------------

6. Have short form registration statements been filed by all of the persons named in Items 5(a) and 5(b) of the supplemental statement?

Yes No

If no, list names of persons who have not filed the required statement.

II - FOREIGN PRINCIPAL

7. Has your connection with any foreign principal ended during this 6 month reporting period? Yes No
 If yes, furnish the following information:

Foreign Principal _____ Date of Termination _____

8. Have you acquired any new foreign principal(s)² during this 6 month reporting period? Yes No
 If yes, furnish th following information:

Name and Address of Foreign Principal(s) _____ Date Acquired _____

9. In addition to those named in Items 7 and 8, if any, list foreign principal(s)² whom you continued to represent during the 6 month reporting period.

Republic of Turkey
 Embassy of Republic of Turkey
 2525 Massachusetts Avenue, NW
 Washington, DC 20008

10. (a) Have you filed exhibits for the newly acquired foreign principal(s), if any, listed in Item 8?

Exhibit A³ Yes No N/A
 Exhibit B⁴ Yes No

If no, please attach the required exhibit.

(b) Have there been any changes in the Exhibits A and B previously filed for any foreign principal whom you represented during this six month period? Yes No

If yes, have you filed an amendment to these exhibits? Yes No

If no, please attach the required amendment. N/A

² The term "foreign principal" includes, in addition to those defined in Section 1(b) of the Act, an individual organization any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual. (See Rule 100(a)(9)). A registrant who represents more than one foreign principal is required to list in the statements he files under the Act only those principals for whom he is not entitled to claim exemption under Section 3 of the Act. (See Rule 208.)

³ The Exhibit A, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal.

⁴ The Exhibit B, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

III - ACTIVITIES

11. During this 6 month reporting period, have you engaged in any activities for or rendered any services to any foreign principal named in Items 7, 8, or 9 of this statement? Yes No

If yes, identify each foreign principal and describe in full detail your activities and services:

Provide advice and representation relating to potential claims under treaty, U.S. law, and/or international law held by the Republic of Turkey against individuals and/or entities in the United States.

-
12. During this 6 month reporting period, have you on behalf of any foreign principal engaged in political activity⁵ as defined below? Yes No

If yes, identify each such foreign principal and describe in full detail all such political activity, indicating, among other things, the relations, interests and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored or delivered speeches, lectures or radio and TV broadcasts, give details as to dates, places of delivery, names of speakers and subject matter.

See attachment

-
13. In addition to the above described activities, if any, have you engaged in activity on your own behalf which benefits your foreign principal(s)? Yes No

If yes, describe fully.

⁵ "Political activity," as defined in Section 1(o) of the Act, means any activity that the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting or changing the domestic or foreign policies of the United States or with reference to political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

IV - FINANCIAL INFORMATION

14. (a) RECEIPTS-MONIES

During this 6 month reporting period, have you received from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal, any contributions, income or money either as compensation or otherwise? Yes No

If no, explain why.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies.⁶

Date	From Whom	Purpose	Amount
------	-----------	---------	--------

See attachment

Total

(b) RECEIPTS - FUNDRAISING CAMPAIGN

During this 6 month reporting period, have you received, as part of a fundraising campaign⁷, any money on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes No

If yes, have you filed an Exhibit D⁸ to your registration? Yes No

If yes, indicate the date the Exhibit D was filed. Date _____

(c) RECEIPTS-THINGS OF VALUE

During this 6 month reporting period, have you received any thing of value⁹ other than money from any foreign principal named in Items 7, 8, or 9 of this statement, or from any other source, for or in the interests of any such foreign principal?

Yes No

If yes, furnish the following information:

Foreign Principal	Date Received	Thing of Value	Purpose
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^{6, 7} A registrant is required to file an Exhibit D if he collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. (See Rule 201(e)).

⁸ An Exhibit D, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal.

⁹ Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

15. (a) **DISBURSEMENTS-MONIES**

During this 6 month reporting period, have you

(1) disbursed or expended monies in connection with activity on behalf of any foreign principal named in Items 7, 8, or 9 of this statement? Yes No

(2) transmitted monies to any such foreign principal? Yes No

If no, explain in full detail why there were no disbursements made on behalf of any foreign principal.

If yes, set forth below in the required detail and separately for each foreign principal an account of such monies, including monies transmitted, if any, to each foreign principal.

Date	To Whom	Purpose	Amount
------	---------	---------	--------

See attachment

Total

(b) DISBURSEMENTS-THINGS OF VALUE

During this 6 month reporting period, have you disposed of anything of value¹⁰ other than money in furtherance of or in connection with activities on behalf of any foreign principal named in Items 7, 8, or 9 of this statement?

Yes No

If yes, furnish the following information:

Date	Recipient	Foreign Principal	Thing of Value	Purpose
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(c) DISBURSEMENTS-POLITICAL CONTRIBUTIONS

During this 6 month reporting period, have you from your own funds and on your own behalf either directly or through any other person, made any contributions of money or other things of value¹¹ in connection with an election to any political office, or in connection with any primary election, convention, or caucus held to select candidates for political office?

Yes No

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event
------	--------------------------	-------------------------------------	-------------------

10, 11 Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks," and the like.

V - INFORMATIONAL MATERIALS

16. (a) During this 6 month reporting period, did you prepare, disseminate or cause to be disseminated any informational materials?¹²

Yes No

If Yes, go to Item 17.

(b) If you answered No to Item 16(a), do you disseminate any material in connection with your registration?

Yes No

If Yes, please forward the materials disseminated during the six month period to the Registration Unit for review.

17. Identify each such foreign principal.

Republic of Turkey

18. During this 6 month reporting period, has any foreign principal established a budget or allocated a specified sum of money to finance your activities in preparing or disseminating informational materials? Yes No

If yes, identify each such foreign principal, specify amount, and indicate for what period of time.

19. During this 6 month reporting period, did your activities in preparing, disseminating or causing the dissemination of informational materials include the use of any of the following:

- Radio or TV broadcasts
- Magazine or newspaper
- Motion picture films
- Letters or telegrams
- Advertising campaigns
- Press releases
- Pamphlets or other publications
- Lectures or speeches
- Other (specify) Public Forums (School Board Meetings)

Electronic Communications

- Email
- Website URL(s): _____
- Social media websites URL(s): _____
- Other (specify) _____

20. During this 6 month reporting period, did you disseminate or cause to be disseminated informational materials among any of the following groups:

- Public officials
- Newspapers
- Libraries
- Legislators
- Editors
- Educational institutions
- Government agencies
- Civic groups or associations
- Nationality groups
- Other (specify) NGOs

21. What language was used in the informational materials:

- English
- Other (specify) _____

22. Did you file with the Registration Unit, U.S. Department of Justice a copy of each item of such informational materials disseminated or caused to be disseminated during this 6 month reporting period? Yes No

See attachment

23. Did you label each item of such informational materials with the statement required by Section 4(b) of the Act?

- Yes No See attachment

¹² The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

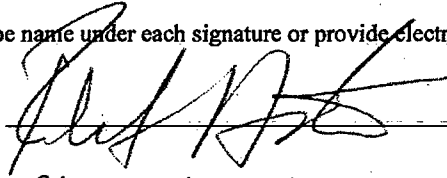
VI - EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹³)

31/05/16



Robert Amsterdam

¹³ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

**Amsterdam & Partners LLP (Registration No. 6325)
Supplemental Statement for Six Month Period Ending 04/30/2016**

Response to 5(b)

Name	Residence Address	Citizenship	Position	Date Assumed	Short Form Registration Forms Filed with FARA?
Jim Arnold, of Arnold Public Affairs	815A Brazo, PMB 545, Austin, TX 78701	U.S	Government Relations	7 April 2016	Yes, 6349, 21 April 2016.
MediaFix	814 S. Westgate Ave, Los Angeles, CA 90049	US	Media Consulting / Public Relations	1 March 2016	Yes, 6345, 28 March 2016
Maureen Kindel of Kindel Gagan	550 South Hope Street, Suite #530, Los Angeles, CA 90071-267	U.S.	Government Relations	3 February 2016	Yes; 6346, 29 March 2016
Tarrah Cooper, John Cpin, Molly Toomey of Mercury Communications	250 Greenwich Street, 36 th Floor, New York, NY 10007	US; US;US	Media Consulting / Public Relations	20 January 2016	Yes; 6170 14 May 2013
John Martin of The Martin Firm PLLC	1155 F Street, N.W., Suite 1050 Washington, D.C. 20004	U.S.	Legal Services	01 December 2015	Yes, 6325, 5 May 2016

**Amsterdam & Partners LLP (Registration No. 6325)
Supplemental Statement for Six Month Period Ending 04/30/2016**

Response to 12

Foreign Principal:
Republic of Turkey

Short Form Registrant:
Andy Durkovic

Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
April 12, 2016	John Zadrozny	Sen. Ted Cruz (R - TX) Judiciary Counsel	Meeting	H-1B Visa Abuse/Charter School Fraud

Foreign Principal:
Republic of Turkey

Short Form Registrant:
John Martin

Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
January 15, 2016	Annie Gilbertson	NPR, Los Angeles	Meeting	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that.
February 23, 2016	Annie Gilbertson	NPR, Los Angeles	Meeting	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that.
March 2, 2016	Steve Zimmer	Head of Los Angeles Unified School District	Meeting	This was a lunch meeting, and general things were discussed including non-work things.
April 26, 2016	Gary Polland	Former Chairman, Harris County Republican Party	Meeting	Charter School misuse of tax payer money as well as H-1B Visa Abuse
April 26, 2016	Jim Crow	Texas Association of School Boards	Meeting	Charter School misuse of tax payer money as well as H-1B Visa Abuse

**Amsterdam & Partners LLP (Registration No. 6325)
Supplemental Statement for Six Month Period Ending 04/30/2016**

April 27, 2016	Louis Malfaro	Texas American Federation of Teachers President	Meeting	Charter School misuse of tax payer money as well as H-1B Visa Abuse
April 27, 2016	Ed Martin	Texas State Teachers Association Public Affairs Director	Meeting	Charter School misuse of tax payer money as well as H-1B Visa Abuse
April 27, 2016	Lauren McGaughy	Dallas Morning News	Meeting	Charter School misuse of tax payer money as well as H-1B Visa Abuse

Foreign Principal:
Republic of Turkey

Short Form Registrant:
Robert Amsterdam

Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
December 9, 2016	Press Conference		Press Conference	National Press Club - Press Conference on the Gulen Movement and their activities in the United States.
February 25, 2016	Maureen Kindel / Steve Zimmer	Head of LAUSD (Maureen Kindel is head of Kindel Gagan)	Meeting	Discussed ongoing work involving state activity towards Magnolia Schools, the Magnolia School's movements in general, California politics and history in relation to charter schools.
February 26, 2016	Zahira Torres	LA Times Reporter	Meeting	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that.
February 26, 2016	Adrin Nazarian	Assemblyman	Meeting	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam

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Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
				& Partners is doing in relation to that.
February 27, 2016	Michael Matsuda/	Superintendent of Anaheim Union School District.	Meeting	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that. Also discussed the release of a documentary entitled "Killing Ed."
March 1, 2016	Pat Maio	Orange County Register	Phone Call	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that. Also discussed the release of a documentary entitled "Killing Ed."
March 2, 2016	Brenda Gazzar	LA Daily News	Phone Call	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that. Also discussed the release of a documentary entitled "Killing Ed."
March 2, 2016	Rebecca Parr	San Jose Mercury News	Phone Call	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that. Also discussed the release of a documentary entitled "Killing Ed."
March 3, 2016	Kristy Johansen	BBC TV	Interview	Meeting discussed charter schools, the Gulen Movement nationwide

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Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
March 3, 2016	Bob Fredericks	New York Post	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide
March 5, 2016	Dan Mihalopoulos	Chicago Sun Times	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Concept schools.
March 7, 2016	Marie Bilik	National School Board Association	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.
March 7, 2016	Mary Datcher	Chicago Defender	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.
March 7, 2016	Robert Reed	National Alliance for Public Charter Schools	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.
March 7, 2016	Bob Fredericks	New York Post	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.
March 7, 2016	Leonie Kidd	CNBC Europe TV	Interview	Meeting discussed charter schools, and the Gulen Movement on a global scale.
March 9, 2016	Reverend Al Sharpton		Meeting	Meeting discussed charter schools and the Gulen Movement nationwide.
March 9, 2016	Motoko Rich	New York Times Education Reporter	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.

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Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
March 10, 2016	Christopher Stewart	Wall Street Journal	Meeting	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.
March 29, 2016	Amy Kellog	Fox News	Phone Call	Meeting discussed charter schools, the Gulen Movement nationwide and Magnolia schools.
March 31, 2016	Press Conference		Press Conference	National Press Club - Press Conference on the Gulen Movement and their activities in the United States.
March 31, 2016	Nina Rees	National Alliance for Public Charter Schools	Meeting	Discussed the Magnolia schools, the Gulen Movement, the work that Amsterdam & Partners is doing in relation to that. Also discussed the release of a documentary entitled "Killing Ed."
March 31, 2016	Joe Picard	The Hill	Phone Call	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.
March 31, 2016	Emma Brown	Washington Post	Meeting	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.

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Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
March 31, 2016	Tisha Lewis	Fox D.C	Meeting	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.
April 1, 2016	John Lauinger	FoxNews.com	Phone Call	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.
April 9, 2016	Cori O'Connor	Wall Street Journal TV	Phone Call	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.
April 11, 2016	Crystal Martinez,	Sen. Dianne Feinstein (D – CA)Legislative Aide	Meeting	Discussed Magnolia School's, H-1B Visa Abuse and the misuse of public funds taking place by the Charter School corporation "Magnolia"
April 11, 2016	Jennifer Piatt	Sen. Dianne Feinstein (D – CA) Judiciary Counsel	Meeting	Discussed Magnolia School's, H-1B Visa Abuse and the misuse of public funds taking place by the Charter School corporation "Magnolia"

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Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
April 12, 2016	Noah Phillips	Sen. John Cornyn (R – TX) Judiciary Counsel	Meeting	Discussed Harmony Charter School's, the H-1B Visa Abuse taking place within the Harmony organization as well as the misuse of public funds taking place by the Charter School Corporation "Harmony"
April 12, 2016	John Zadrozny	Sen. Ted Cruz (R – TX) Judiciary Counsel	Meeting	Discussed Harmony Charter School's, the H-1B Visa Abuse taking place within the Harmony organization as well as the misuse of public funds taking place by the Charter School Corporation "Harmony"
April 12, 2016	Kendahl Melvin	Rep. Jason Chaffetz (R – UT) Legislative Aide	Meeting	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.
April 19, 2016	Erika Mellon	Houston Chronicle	Phone Call	Discussed Harmony Charter School's, the H-1B Visa Abuse taking place within the Harmony organization as well as the misuse of public funds taking place by the Charter School Corporation "Harmony"

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Date	Contact Name	Position	Type of Contact (email, phone, meeting)	Subject matter
April 21, 2016	Michael Goldhaber	American Lawyer Senior International Correspondent	Phone Call	Discussing ongoing work involving the Gulen movement and their presence in the United States.
April 27, 2016	Francis Cissna	Judiciary Representative	Meeting	Discussed ongoing work involving Gulen Movement and Charterschool's nationwide, the H-1B Visa abuse taking place in these schools as well as the misuse of public funds.
April 27, 2016	Maureen Kindel, Steve Zimmer	Head of LAUSD (Maureen Kindel is head of Kindel Gagan)	Meeting	Discussed ongoing work involving state activity towards Magnolia Schools, the Magnolia School's movements in general, California politics and history in relation to charter schools.
April 30, 2016	Holly Hacker	Dallas Morning News	Phone Call	Discussed Harmony Charter School's, the H-1B Visa Abuse taking place within the Harmony organization as well as the misuse of public funds taking place by the Charter School Corporation "Harmony"

Response to 14(a)

The following information relates to activities that are non-registrable, as well as activities that are registrable. The substantial majority of payments received were for charges related to services and activities that do not require registration under the Foreign Agents Registration Act of 1938, as amended. Further, some of the payments may relate to services performed in a prior period.

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Date	From Whom	Purpose	Amount
11 December 2015	Turkish Embassy, 2525 Massachusetts Ave NW, Washington DC, 20008 - 2826	Payment per contract	\$50,000
5 January 2016	Turkish Embassy, 2525 Massachusetts Ave NW, Washington DC, 20008 - 2826	Payment per contract	\$50,000
1 February 2016	Turkish Embassy, 2525 Massachusetts Ave NW, Washington DC, 20008 - 2826	Payment per contract	\$50,000
02 March 2016	Turkish Embassy, 2525 Massachusetts Ave NW, Washington DC, 20008 - 2826	Payment per contract	\$50,000
29 March 2016	Turkish Embassy, 2525 Massachusetts Ave NW, Washington DC, 20008 - 2826	Payment per contract	\$50,000

Total: \$250,000

Response to 15(a)

Date	To Whom	Purpose	Amount
10 March 2016	James Kimer	Provision of Public Relations, Digital Communications and Media Advisory services	\$3,000.00
05 April 2016	James Kimer	Provision of Public Relations, Digital Communications and Media Advisory services	\$20,000.00
02 February 2016	Maureen Kindel	Provision of Government Relations services	\$10,000.00

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25 April 2016	John Schwada	Provision of Media Consulting Services	\$9,000.00
02 February 2016	Maureen Kindel	Provision of Government Relations services	\$10,000.00
01 December 2015	John Martin	Legal Services	\$30,000.00
01 January 2015	John Martin	Legal Services	\$30,000.00
01 February 2015	John Martin	Legal Services	\$30,000.00
01 March 2016	John Martin	Legal Services	\$30,000.00
01 April 2016	John Martin	Legal Services	\$30,000.00

Response to 22

Copies of all informational materials distributed during the reporting period will be provided to FARA in connection with the filing of this supplemental statement.

Response to 23

Copies of all informational materials distributed by the registrant will include the label required by Section 4(b) of the Act.