



Magnolia Public Schools

Regular Board Meeting

Date and Time

Thursday August 10, 2023 at 7:00 PM PDT

Location

Home Office: 250 E. 1st Street, Suite 1500, Los Angeles, CA 90012

Access to the Board Meeting

Any interested parties or community members from remote locations may attend the meeting at any Magnolia Science Academy school, or the addresses where Board Members are joining from. Dialing information is included below:

By dialing into; 1.669.444.9171

Meeting ID: 978 5606 4990 - **Passcode:** 021250

- Magnolia Science Academy-San Diego - 6525 Estrella Ave., San Diego, CA 92120 (Dr. Salih Dikbas)

Zoom: <https://zoom.us/j/97856064990?pwd=MHhBZCtGT0xEMIZpNEZQZVJ3RDBPZz09>

Accessibility

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Members of the public who need special accommodations or translation are strongly encouraged to contact Magnolia Public Schools at least 24 hours in advance of the Board meeting so assistance can be assured. Please contact Jennifer Lara at 213-628-3634 or email jlara@magnoliapublicschools.org with such requests.

Any public records relating to an agenda item for an open session which are distributed to all, or a majority of all, of the Board Members shall be available for public inspection.

Public Comment Procedures

Magnolia Public Schools greatly values public comment during Board meetings. For members of the public who would like to speak, please fill out the Public Speaker Form which can be accessed at magnoliapublicschools.org, there will also be speaker cards to be filled out prior to the beginning of the meeting. By law, the Board is only allowed to discuss or take action on items listed on the agenda. The Board may, at its discretion, refer a matter to MPS staff or add the issue to a future board meeting date for discussion. Public speakers are limited to three (3) minutes and speakers with interpreters up to six (6) minutes.

Please note that the agenda item times for when that item will be discussed or taken action on is subject to change on the day of the Board meeting to accommodate public speaker times indicated above. For any questions regarding this meeting please email board@magnoliapublicschools.org or call (213) 628-3634 ext. 21101.

Board Members:

- Mr. Mekan Muhammedov, Chair
- Ms. Sandra Covarrubias, Vice-Chair
- Dr. Umit Yapanel
- Dr. Salih Dikbas
- Ms. Diane Gonzalez
- Mr. Daniel Sheehan
- Mrs. Esra Eldem Tunc

CEO & Superintendent:
Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			7:00 PM
Opening Items			
A. Call the Meeting to Order			1 m
B. Pledge of Allegiance			1 m
C. Record Attendance and Guests			1 m
D. Approval of Agenda	Vote		1 m

	Purpose	Presenter	Time
E. Public Comments			5 m
F. Approval of Minutes from MPS Regular Board Meeting - July 13, 2023	Approve Minutes		1 m
II. Information/Discussion Items			7:10 PM
A. Brown Act & Conflict of Interest Training	Discuss	Lee Rosenberg, YM&C	90 m
III. Consent Items			8:40 PM
A. Approval of 2023-24 Certification of Assurances, Protected Prayer Certification, Application for Funding	Vote	Steve Budhreja	3 m
IV. Action Items			8:43 PM
A. Approval of the Updated MPS English Learner Master Plan	Vote	Katie Mann	5 m
B. Approval of Educational Specifications for MSA-5 Charter School Facility Program	Vote	Audit & Facilities Committee	10 m
C. Approval of Agreement with Facility Associates (Jim Bush) for Professional Services for MSA-5 Charter School Facility Program Project	Vote	Audit & Facilities Committee	10 m
D. Approval of Agreement with Yesco to Provide Two Digital Stand Alone Signs for MSA-San Diego	Vote	Audit & Facilities Committee	10 m
E. Approval of ELOP Manager Position	Vote	Erdinc Acar	7 m
F. Approval of MSA-7 Administration Plan & Organizational Chart for 2023-25	Vote	Meagan Wittek	10 m
G. Approval of MSA- 8 Surveillance Cameras' Installation: Procedures and Design	Vote	Suat Acar	7 m
H. Approval of Nationwide Agreement for 403b & 457 Retirement Plans	Vote	Steve Budhreja	10 m

	Purpose	Presenter	Time
I. Approval of Agreement for Financial & Accounting Software Services - Oracle NetSuite	Vote	Steve Budhraja	10 m
V. Closing Items			10:02 PM
A. Adjourn Meeting			1 m

Coversheet

Approval of Minutes from MPS Regular Board Meeting - July 13, 2023

Section: I. Opening Items
Item: F. Approval of Minutes from MPS Regular Board Meeting - July 13, 2023
Purpose: Approve Minutes
Submitted by:
Related Material: Minutes for Regular Board Meeting on July 13, 2023



Magnolia Public Schools

Minutes

Regular Board Meeting

Date and Time

Thursday July 13, 2023 at 7:00 PM

Location

Home Office: 250 E. 1st Street, Suite 1500, Los Angeles, CA 90012

Board Members:

Mr. Mekan Muhammedov, Chair

Ms. Sandra Covarrubias, Vice-Chair

Dr. Umit Yapanel

Dr. Salih Dikbas

Ms. Diane Gonzalez

Mr. Daniel Sheehan

Mrs. Esra Eldem Tunc

CEO & Superintendent:

Mr. Alfredo Rubalcava

Directors Present

D. Gonzalez, E. Eldem Tunc, M. Muhammedov, S. Covarrubias, S. Dikbas (remote), U. Yapanel (remote)

Directors Absent

D. Sheehan

Directors who arrived after the meeting opened

S. Dikbas

I. Opening Items

A. Call the Meeting to Order

M. Muhammedov called a meeting of the board of directors of Magnolia Public Schools to order on Thursday Jul 13, 2023 at 7:13 PM.

B. Pledge of Allegiance

Board, staff and guests conducted the pledge of allegiance.

C. Record Attendance and Guests

Refer to attendance information recorded above.

U. Yapanel joined from 275 Saratoga Ave., Santa Clara, CA 95050.

D. Approval of Agenda

D. Gonzalez made a motion to approve the agenda as presented.

S. Covarrubias seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Muhammedov	Aye
S. Dikbas	Absent
S. Covarrubias	Aye
E. Eldem Tunc	Aye
U. Yapanel	Aye
D. Sheehan	Absent
D. Gonzalez	Aye

E. Public Comments

S. Dikbas arrived at 7:15 PM.

A. Rubalcava, CEO & Superintendent, last time June 22nd academic team provided update across campuses and shared there was strong summer school programs happening and those are coming to an end. Thanked everyone to ensure students had a strong summer school program. He also mentioned notified today that all HS received Early College High School each school will receive 250k to ensure we do implement. Expand college programs to the students still waiting news for another grant that MPS applied to. Sandra said she has cancer and will be taking a break to get treated and will be back. Last board meeting in person. as she deals with a personal medical issue. Board Members and staff provided their support.

F.

Approval of Minutes from MPS Regular Board Meeting - June 22, 2023

S. Covarrubias made a motion to approve the minutes from Regular Board Meeting on 06-22-23.

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Dikbas	Aye
U. Yapanel	Aye
D. Gonzalez	Aye
M. Muhammedov	Aye
E. Eldem Tunc	Aye
S. Covarrubias	Aye
D. Sheehan	Absent

II. Consent Items

A. Approval of MPS 2023-24 Student/Parent Handbook

U. Yapanel made a motion to approve the MPS 2023-24 Student/Parent Handbook.

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Dikbas	Aye
D. Sheehan	Absent
S. Covarrubias	Aye
U. Yapanel	Aye
E. Eldem Tunc	Aye
M. Muhammedov	Aye
D. Gonzalez	Aye

B. Approval of ASES Agreement Renewal with YMCA & MSA-San Diego

S. Dikbas made a motion to grant approval to Alfredo Rubalcava, CEO and Superintendent of Magnolia Public Schools (MPS) to sign the Memorandum of Agreement (MOA) for MSA – San Diego Afterschool ASES Program with YMCA of San Diego County (YMCA) and the MOA with San Diego County Office of Education (SDCOE).

E. Eldem Tunc seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

S. Covarrubias	Aye
M. Muhammedov	Aye
D. Gonzalez	Aye
U. Yapanel	Aye
S. Dikbas	Aye

Roll Call

E. Eldem Tunc Aye
D. Sheehan Absent

III. Action Items**A. Approval of MPS Teaching Assignments per EdCode (“EC”) 44258.3**

S.Acar, Chief Operations Officer, presented that this EdCode allows for local education agencies to grant teachers with a preliminary or clear credential to teach subject matters outside of their credential subject area by submitting a petition with supporting documentation demonstrating competency. K.Geiger from MSA-1 is a teacher listed for Board approval.

U. Yapanel made a motion to approve the listed academic teaching assignments for the listed teacher(s) per EC 44258.3.

E. Eldem Tunc seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Gonzalez Aye
S. Covarrubias Aye
E. Eldem Tunc Aye
U. Yapanel Aye
M. Muhammedov Aye
S. Dikbas Aye
D. Sheehan Absent

B. Approval of Renewal of Food Service Agreement Between MPS & Schools in Action as the School Food Authority

S.Acar, Chief Operations Officer, stated that the last Schools In Action (SIA) contract was last presented and approved by the Board in 2017. What is being presented is an updated agreement. MPS must provide certain meals throughout the school day and in summer schools on sites which run the summer school. Either MPS would have to be their own School Food Authority (SFA) or work with a third-party company approved by the state to run these programs. He stated that MPS decided to collaborate with SIA to ensure MPS is 100% compliant with the best options of meals for the students. He presented the cost of SIA expenses per school site. Board Members questions were addressed by staff. An ask was made to look at the cost difference between MSA-4 and MSA-6.

M. Muhammedov made a motion to approve the renewal contract between Magnolia Public Schools and School in Action as the School Food Authority (SFA) as MPS' Child Nutrition Program Sponsor under the Child Nutrition Programs.

E. Eldem Tunc seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

M. Muhammedov	Aye
E. Eldem Tunc	Aye
S. Covarrubias	Aye
U. Yapanel	Aye
D. Gonzalez	Aye
S. Dikbas	Aye
D. Sheehan	Absent

C. Approval of Contract for Asbestos & Lead Based Abatement and Demolition Contractor for 18242 Sherman Way Reseda, CA 91335

Presented at the Audit & Facilities Committee meeting which they recommended their approval. M. Muhammedov, Chair & Chair of the Committee, reported out of the Committee's discussion. He mentioned the legal ramifications that staff addressed, and voiced the ask for staff to go back and finalize a deadline of completion so that the project moves accordingly.

M. Muhammedov made a motion to approve the award of a contract for (1) asbestos and lead based paint abatement and (2) site demolition for the Magnolia Science Academy— 1 (“MSA-1”) project at 18242 Sherman Way (together, the “Project”) to Quality Environmental for a total fee of \$106,388.70 (\$96,717.00 contract price and 10% or \$9,671.70) and further approve that MPS Staff be authorized to negotiate and sign a professional services contract for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Gonzalez	Aye
S. Dikbas	Aye
S. Covarrubias	Aye
M. Muhammedov	Aye
E. Eldem Tunc	Aye
D. Sheehan	Absent
U. Yapanel	Aye

D. Approval of Use of Omnia for Procurement for Magnolia Science Academy--5 Charter School Facility Program

Item was tabled during the Audit & Facilities Committee Meeting due to time.

M. Muhammedov, Chair & Chair of the Committee, reported some of the questions made during the Committee meeting which included costs and why is this company needed for MSA-5 project. P. Ontiveros, General Counsel & Director of Facilities, presented that in order to stick with the desired schedule of completion and mitigating the fact that supply chain was impacted during the height of the pandemic, it was recommended to MPS by Construction Manager, Erickson Hall, who have cooperated with MPS Architect of

Records, DLR, that in the best interest of MPS there is a need to procure equipment that will be needed for the project so that the equipment will be able to arrive when it is expected to be needed. The ask is to bid for the services and Omnia will not be bidding out for MPS. Board Members questions were addressed by staff.

M. Muhammedov made a motion to approve the resolutions attached as Exhibit A for purposes of using Omnia Partners to procure certain materials for the construction of the new campus at 7111 Winnetka Ave (the "Project") for Magnolia Science Academy—5 ("MSA-5").

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

D. Gonzalez	Aye
D. Sheehan	Absent
S. Dikbas	Aye
E. Eldem Tunc	Aye
U. Yapanel	Aye
M. Muhammedov	Aye
S. Covarrubias	Aye

E. Approval of Tao Rossini, APC, as Legal Vendor

P.Ontiveros, General Counsel & Director of Facilities, proposed approving Tao Rossini as an approved legal vendor specifically for the MSA-5 project. He added that public contracting and public bidding requirements can be very complex and having a law firm with experience in this area would be highly beneficial for a project of this scale and to ensure that this project is successful. Board Members questions were addressed and it was decided by the Board to amend the existing motion stated on the report.

M. Muhammedov made a motion to amend the existing motion and instead to approve the law firm of Tao Rossini, APC, as a vendor to provide services to MPS and its schools as the need may arise with such fees not to exceed \$50,000 without the prior written consent of MPS staff & Board and with the scope of work that shall be clearly defined to the satisfaction of MPS staff & Board.

D. Gonzalez seconded the motion.

The board **VOTED** to approve the motion.

Roll Call

E. Eldem Tunc	Aye
S. Dikbas	Aye
D. Gonzalez	Aye
D. Sheehan	Absent
U. Yapanel	Aye
S. Covarrubias	Aye
M. Muhammedov	Aye

F. Approval of AdHoc Committee to Evaluate and Approve Discrete Facilities Projects

P.Ontiveros, General Counsel & Director of Facilities, presented that rather than call a special board meeting or wait until the next regularly scheduled board meeting recommendation was made to approve an AdHoc Committee with the power to approve such procurement for the MSA-5 project to ensure MPS delivery date for the project. The AdHoc Committee will consist of Mekan Muhammedov, Diane Gonzalez and Esra Eldem-Tunc.

S. Covarrubias made a motion to approve the appointment of an ad hoc committee of the MPS Board of Directors (the "MPS Board") to review and approve certain actions, commitments and and expenditures related to the Magnolia Science Academy-5 Charter School Facility ("CSFP") project 7111 Winnetka Ave, including but not limited to the approval of expenditures related to the procurement of long lead items, with such committee to exist until the first board meeting in September 2023 subject to any such extension that the MPS Board may approved.

E. Eldem Tunc seconded the motion.

AdHoc Committee members will consist of Mekan Muhammedov, Diane Gonzalez and Esra Eldem-Tunc.

The board **VOTED** to approve the motion.

Roll Call

S. Dikbas	Aye
M. Muhammedov	Aye
D. Gonzalez	Aye
D. Sheehan	Absent
U. Yapanel	Aye
S. Covarrubias	Aye
E. Eldem Tunc	Aye

IV. Closing Items

A. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:39 PM.

Respectfully Submitted,
M. Muhammedov

Coversheet

Approval of 2023-24 Certification of Assurances, Protected Prayer Certification, Application for Funding

Section: III. Consent Items
Item: A. Approval of 2023-24 Certification of Assurances, Protected Prayer Certification, Application for Funding
Purpose: Vote
Submitted by:
Related Material: III_A_2023-24 Certification of Assurances, Protected Prayer Certification, Application for Funding.pdf



Agenda Item:	Consent Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Steve Budhrajia Ed.D, Chief Financial Officer
RE:	2023-24 Certification of Assurances, Protected Prayer Certification, Application for Funding

Action Proposed:

I move that the Board approve the 2023-24 Certification of Assurances, Protected Prayer Certification, Application for Funding and General Assurances as presented.

Background:

The Consolidated Application (ConApp) is used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and direct-funded charter schools throughout California. Annually, in June, each local educational agency (LEA) submits the spring release of the application to document participation in these programs and provide assurances that the district will comply with the legal requirements of each program. Program entitlements are determined by formulas contained in the laws that created the programs. The items required to be approved by the Board are attached herein. The documents listed above should be approved within 6 weeks from the date Consolidated Application Reporting System(CARS) is released. The CARS was released on July 14, 2023.

Budget Implications:

N/A

Exhibits (Attachments):

- 2023-24 Certification of Assurances
- 2023-2024 Protected Prayer Certification
- 2023-2024 Application for Funding

Magnolia Science Academy (19 10199 6119945)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:05 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Magnolia Science Academy (19 10199 6119945)

Status: Draft

Saved by: Omar F Polat

Date: 7/24/2023 12:48 PM

2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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Magnolia Science Academy 2 (19 10199 0115212)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:05 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

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2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

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The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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California Department of Education**Consolidated Application**

Magnolia Science Academy 2 (19 10199 0115212)

Status: Draft

Saved by: Omar F Polat

Date: 7/24/2023 11:45 AM

2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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Magnolia Science Academy 3 (19 10199 0115030)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:06 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

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CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

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The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Magnolia Science Academy 4 (19 64733 0117622)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:06 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Magnolia Science Academy 5 (19 10199 0137679)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:06 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning

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Magnolia Science Academy 6 (19 64733 0117648)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:06 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

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2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

Warning

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California Department of Education**Consolidated Application**

Magnolia Science Academy 6 (19 64733 0117648)

Status: Draft

Saved by: Omar F Polat

Date: 7/24/2023 11:45 AM

2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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Magnolia Science Academy 7 (19 64733 0117655)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:06 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

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2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2023–24 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

Warning

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Magnolia Science Academy Bell (19 64733 0122747)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:07 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

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2023–24 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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Magnolia Science Academy San Diego (37 68338 0109157)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:07 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

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Magnolia Science Academy San Diego (37 68338 0109157)

Status: Draft
Saved by: Omar F Polat
Date: 7/24/2023 12:49 PM**2023–24 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381**Protected Prayer Certification Statement**

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

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2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
---	-----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
---	----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	No
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Magnolia Science Academy Santa Ana (30 76893 0130765)

Status: Certified
Saved by: Omar F Polat
Date: 7/24/2023 1:07 PM**2023–24 Certification of Assurances**

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at <https://www.cde.ca.gov/fg/aa/co/ca21assurancetoc.asp>.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Signature	
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

Magnolia Science Academy Santa Ana (30 76893 0130765)

Status: Draft

Saved by: Omar F Polat
Date: 7/24/2023 12:50 PM**2023–24 Protected Prayer Certification**

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:Miguel Cordova, Title I Policy, Program, and Support Office, MCordova@cde.ca.gov, 916-319-0381**Protected Prayer Certification Statement**

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Alfredo Rubalcava
Authorized Representative's Title	Chief Executive Officer and Superintendent
Authorized Representative's Signature Date	08/10/2023
Comment	
If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	

*****Warning*****

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California Department of Education**Consolidated Application**

Magnolia Science Academy Santa Ana (30 76893 0130765)

Status: Draft
Saved by: Omar F Polat
Date: 7/24/2023 11:46 AM**2023–24 Application for Funding****CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	Yes
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	No
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Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

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Coversheet

Approval of the Updated MPS English Learner Master Plan

Section: IV. Action Items
Item: A. Approval of the Updated MPS English Learner Master Plan
Purpose: Vote
Submitted by:
Related Material: IV_A_Updated English Learner Master Plan.pdf



Agenda Item:	IV A: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Katie Mann, Director of EL and ELA Programs
RE:	Approval of Updated English Learner Master Plan

Action Proposed:

I move that the Board approve the updated MPS English Learner Master Plan.

Purpose:

The MPS English Learner Master Plan is reviewed annually, and when significant changes are made, it is brought before the MPS Board of Directors for approval. The proposed revisions were made in collaboration with feedback from our EL Coordinators and Special Education department, and were based on updated guidance from the California Department of Education.

Background:

Proposed revisions to the English Learner Master Plan include:

- Guidance on determining domain exemptions for students with disabilities which preclude assessment in that domain (i.e. Reading, Writing, Listening, or Speaking)
- Guidance on assigning the Alternate ELPAC for students with the most significant cognitive disabilities.
- Reclassification Criteria
 - Added Summative Alternate ELPAC required overall score of 3
 - Added CAA: ELA Literacy required overall score of 2
 - Added Teacher Evaluation criteria specific to Elementary Reading/Writing/Literacy grades

Impact:

These revisions will ensure improved quality of services being provided to our Dually-Identified students, as well as clarity around the reclassification process for Elementary students.

Budget Implications:

N/A

Exhibits:

- 2023-24 EL Master Plan

Magnolia Public Schools English Learner Master Plan

Magnolia Public Schools (MPS) endeavors to meet and exceed the needs of all learners, and is committed to closing the achievement gap that may affect those students who are not fully proficient in English. We hope to accomplish this by facilitating the acquisition and mastery of the English language as quickly as possible, while providing English Learners (ELs) with access to the core content through specialized and targeted instruction, a research-based and state-approved curriculum, and carefully differentiated instructional strategies. MPS also promotes an equitable educational experience for our ELs and their families by providing supplemental counseling services, additional tutoring and literacy services, bilingual support, access to technology, and focused workshops where available and as needed.

MPS provides students with a vigorous English Language Development (ELD) program that is based on recent language acquisition research, as well as the six key principles for teaching ELs established by the *Understanding Language District Engagement Subcommittee* at Stanford University. These principles and research are the foundation of our program and guide our professional development. They are outlined as follows:

Source	Year	Summary
<i>The Understanding Language District Engagement Subcommittee at Stanford University</i>	2012	<ol style="list-style-type: none"> 1. <i>Instruction focuses on providing ELs with opportunities to engage in discipline-specific practices, which are designed to build conceptual understanding and language competence in tandem.</i> 2. <i>Instruction leverages ELs' home language(s), cultural assets, and prior knowledge.</i> 3. <i>Standards-aligned instruction for ELs is rigorous, grade-level appropriate, and provides deliberate and appropriate scaffolds.</i> 4. <i>Instruction moves ELs forward by taking into account their English proficiency levels and prior schooling experiences.</i> 5. <i>Instruction fosters ELs' autonomy by equipping them with the strategies necessary to comprehend and use language in a variety of academic settings.</i> 6. <i>Diagnostic tools and formative assessment practices are employed to measure students' content knowledge, academic language competence, and participation in disciplinary practices.</i>

<p><i>Research to Guide English Language Development Instruction by Saunders & Goldenberg</i></p>	<p>2010</p>	<ol style="list-style-type: none"> 1. <i>Providing ELD instruction is better than not providing it.</i> 2. <i>ELD instruction should include interactive activities, but they must be carefully planned and carried out.</i> 3. <i>A separate block of time should be devoted daily to ELD instruction.</i> 4. <i>ELD instruction should emphasize listening and speaking although it can incorporate reading and writing.</i> 5. <i>ELD instruction should explicitly teach elements of English (for example, vocabulary, syntax, grammar, functions, and conventions).</i> 6. <i>ELD instruction should integrate meaning and communication to support explicit teaching of language.</i> 7. <i>ELD instruction should provide students with corrective feedback and form.</i> 8. <i>Use of English should be maximized during ELD instruction; the primary language should be used strategically.</i> 9. <i>Teachers should attend to communication and language learning strategies and incorporate them into ELD instruction.</i> 10. <i>ELD instruction should emphasize academic language as well as conversational language.</i> 11. <i>ELD instruction should continue until students reach Level 5.</i>
<p><i>Reparable Harm: Fulfilling the Unkept Promise of Educational Opportunity for California's Long Term English Learners</i></p>	<p>2010</p>	<p><i>Basic design principles for providing LTELs with equitable access to the core curriculum and improving proficiency outcomes:</i></p> <ul style="list-style-type: none"> ● <i>An LTEL program must emphasize urgency, acceleration, and focus.</i> ● <i>School must address the distinct needs of LTELs.</i> ● <i>LTELs need both language development and literacy development.</i> ● <i>Language development and academic gaps must be addressed across the curriculum.</i> ● <i>An LTEL program should support home language development.</i> ● <i>LTELs need a rigorous curriculum.</i>

		<ul style="list-style-type: none"> ● <i>LTEs need invitation, support, and insistence that they become active participants in their own education.</i> ● <i>An LTE program should recognize the importance of positive relationships between the students and school staff.</i> ● <i>An LTE program should encourage full integration with other students and with the school.</i>
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MPS follows all federal and state laws in providing equal educational opportunities for ELs. MPS implements a consortium-wide English Learner Master Plan that outlines the following components of a strong program:

- A. Identification of English Learners*
- B. Assessment of English Learners*
- C. Parent Notification*
- D. Placement of English Learners*
- E. Distance Learning Supports for English Learners*
- F. Newcomers and Long Term English Learners*
- G. Monitoring English Learner Progress*
- H. Reclassification of English Learners*
- I. Staff Qualifications and Professional Development*
- J. English Learner Advisory Committee*
- K. English Language Development Program Evaluation*

A. Identification of English Learners

When a student enrolls at MPS, the school will request information regarding the primary language spoken at home through a Home Language Survey (HLS), as mandated by state and federal law. The purpose of the HLS is to determine if a language other than English is used in the student's home. Before completing this survey, parents will receive an explanation of its purpose, and be informed of the possibility that their child may be given an assessment to measure their English Language Proficiency (ELP). The student's cumulative file and CALPADS records will also be checked by office staff to determine the student's ELP status.

The HLS is made up of the following four questions:

1. What language did your child learn when he or she first began to talk?
2. What language does your child most frequently use at home?
3. What language do you (parent/guardian) most frequently use when speaking with your child?
4. Which language is most often spoken by the adults in the home?

The State Board of Education's approved guidelines for the HLS responses are as follows:

- If the answer to all four questions is “English” then the child is classified as “English Only” (EO) and will not be assessed for language proficiency.
- If the answer to any of the first three questions is a language other than English, then the student will be given an English language proficiency exam.
- If the answer to the fourth question is a language other than English, the student may be tested for ELP at the school’s discretion.

Any student who is new to the CA public school system, who lists a language other than English on the above-noted HLS questions, will be tested for English Language Proficiency using the English Language Proficiency Assessments for California.

Parent rights regarding the HLS are as follows:

- The parent may amend the HLS anytime. If the amendment is made before the student has taken the initial English Language Proficiency Assessments for California (ELPAC), the student’s classification will be adjusted to reflect the amendment. However, if the student has already taken the ELPAC, then the amendment will not affect the student’s classification subsequently determined by the results of the ELPAC. An initial student who takes the ELPAC for ELP is classified as “To Be Determined” (TBD) until the official results are received.

The first HLS on file for a student supersedes all HLS forms completed at a later time. The answers on this initial HLS must be documented in the Student Information System (SIS). If the school has a reasonable doubt of a student’s ELP, then that student may be tested to establish and provide evidence of proficiency. In these cases, a certificated staff member must document the reasons for ELPAC administration on the HLS. This annotation must be signed and dated by the school principal. Parents will then be informed by a certificated staff member of the student’s assessment results and program placement.

B. Assessment of English Learners

Assessment of Initial Students: Students whose ELP is “To Be Determined” according to their HLS (and with no other documentation of their English language designation available) will be tested using the Initial English Language Proficiency Assessments for California (Initial ELPAC).

The Initial ELPAC will be administered to these initial students within 30 calendar days of the beginning of the school year, or within two weeks if a student enrolls during the school year. Initial ELPAC assessments must be locally scored in order to determine the student’s interim language classification and placement until official results are received. This interim information must be communicated to parents within 30 calendar days of the student’s initial enrollment. Parents will be notified again of the student’s official test results, once they are received. The official score provided by the test vendor is the score used by the school to establish the student’s ELP classification and placement.

Based on the initial student’s performance on the Initial ELPAC, he/she may be classified as an English Learner (EL) or an Initial Fluent English Proficient (IFEP) student. If a student is

classified as an IFEP student, he/she will not be eligible to receive EL services, and will receive instruction in a program designed for fluent English speakers. If a student is classified as an EL, he/she will receive both integrated and designated English Language Development. An EL student must also be assessed annually (with the ELPAC) until he/she meets the reclassification criteria established by MPS according to state law.

Assessment of Annual Students: Students who are classified as ELs will be tested annually using the Summative English Language Proficiency Assessments for California (Summative ELPAC). This ELP test will be administered during the Spring test administration window. Students must earn an overall score of four (4) in order to be considered eligible for Reclassification. Students who earn a score of three (3) or below will continue to be assessed annually.

Assessment of Students with an IEP/504 Plan: EL students on an active individualized education plan (IEP) or Section 504 plan will be assessed using the accommodations or modifications, for the current ELP exam as specified in their plan.

A domain exemption may be used if an English learner has a disability that precludes assessment of the student in one or more domains of the English language proficiency assessment such that there are no appropriate accommodations for the affected domain(s). Prior to determining a domain exemption, all appropriate accommodations should be made and determined to have been insufficient for the student to overcome the processing deficit and make progress in a particular domain. Evidence for the domain exemption must be submitted to and approved by the MPS Director of EL Programs and/or the MPS Director of Special Education Programs. Once approved, the domain exemption(s) must be identified in the student's individualized educational program (IEP) or Section 504 plan. For a student to be assigned an Overall score, the student will need to be assessed in at least one domain for both the Oral and Written Language composites of the ELPAC.

If the student is determined to have the most significant cognitive disabilities (i.e. Intellectual Disabilities) and their primary language is other than English, then they should be assigned:

- the Initial Alternate ELPAC upon enrolling in a California school for the first time,
- or
- if they are already an English learner, the Summative Alternate ELPAC.

C. Parent Notification

Parents of students who are administered the initial and annual ELPAC will receive notification of the following, within 30 calendar days of the start of the school year:

- A description of initial or annual ELP levels, and how they are determined
- Current language classification
- Program placement
- Instructional Program Options
- Reclassification Criteria

- For ELs with an IEP: A description of how the program placement will contribute to meeting the objectives of the IEP
- Graduation Rate for ELs (secondary schools)

Additionally, all students who are classified as LTELs or ARLTELs will receive notification of the following, within 30 calendar days of the start of the school year:

- A description of the qualifications for being considered a Long Term English Learner (LTEL) or At-Risk of becoming a Long Term English Learner (ARLTEL)
- A description of how the program placement will provide additional support to aid the student in making progress toward reclassification

All parent notification letters are certified by office staff and school leaders. This includes a list of notification recipients attached to each certification. Copies of notification letters are filed in each student's cumulative folder and the certification is filed in the Title III/EL Compliance folder maintained by the MPS EL Coordinator.

Prior to English proficiency testing, parents will also be informed of when their child will be tested, and how the test will be used to determine placement and reclassification.

Parents of ELs are always given the option to meet with a school administrator if they have questions regarding their child's assessment results, placement, or classification. Parents of ELs have the right to complete a waiver to remove their student from designated ELD courses; EL students will continue to receive EL supports and services, and will continue to be assessed annually until the student meets reclassification requirements. If signed, a waiver is applicable for one academic year only, and must be resubmitted to administration annually. Parents may not waive out of the annual summative ELPAC exam, as it is a state requirement for all students who are identified as English learners.

D. Placement of English Learners - Structured English Immersion Program

All MPS EL students participate in a Structured English Immersion (SEI) program. The U.S. Department of Education describes the goal of this program as "acquisition of English language skills so that the EL student can succeed in an English-only mainstream classroom. All instruction in an immersion strategy program is in English." Within this SEI program, ELs are provided with daily designated and integrated English Language Development. Integrated ELD is provided to all ELs across all disciplines utilizing the frameworks and strategies outlined below. Designated ELD is also provided to all ELs, however instructional placement and support vary according to the students' ELD level. All curriculum used within the SEI program has ELD components/resources that facilitate language acquisition. Additionally, Newcomers and Long Term English Learners receive supplemental services in the program as outlined below.

Designated English Language Development: Designated ELD is defined by the California ELD Framework as "a protected time during the regular school day when teachers use the CA ELD Standards as the focal standards in ways that build into and from content instruction in order to develop critical English language skills, knowledge, and abilities needed for content

learning in English.” Designated ELD is not separate from the core subjects, but rather is integrated into daily instruction as a protected time which is focused on the ELD standards.

The following tables outline how designated ELD is delivered to EL students depending on their grade and ELD level.

Elementary Designated ELD: MPS elementary schools provide EL students with a minimum 30-minute block of designated English Language Development. Additionally, elementary schools may place their EL students in a supplemental class during the Silent Sustained Reading (SSR) period to provide additional, targeted support.

Eligible Students	Program Description
All ELD Levels (1-4)	<ul style="list-style-type: none"> Elementary EL students receive a minimum of 30 minutes of designated ELD instruction in a protected block of time during the school day. This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas. Teacher differentiates language instruction based on ELD levels. Schools may provide this type of ELD through push-in or pull-out support, rotation stations, or coordinated groupings managed by the teacher and supported by a teacher’s aide. Primary curriculum used is the designated component of McGraw Hill’s <i>Wonders</i>, used in conjunction with supplemental programs such as English 3D, DuLingo and BrainPop ESL.
Flexible program option: Supplemental ELD during Silent Sustained Reading period	
All ELD Levels (1-4)	<ul style="list-style-type: none"> Depending on the school site’s EL population, an additional, supplemental ELD period may be provided to ELD levels 1-2 and/or levels 3-4. This period would take place during the school’s 25 minute SSR period and would allow teachers to focus on language learning and domain areas of growth. This supplemental class does not replace the 30 minute minimum required for all levels.

Secondary Designated ELD: Depending on the EL student’s ELD level, he/she will be placed in either a designated ELD class, or will receive designated ELD in his/her core classes. The following program description is the minimum requirement for all MPS schools. Individual

schools may elect to provide additional support to their English Learners, as long as it does not interfere with a student's overall academic enrichment, or require additional work and/or time (for example, a mandatory tutoring session outside of regular school hours).

Middle School - Grades 6-8	
Eligible Students	Program Description
<p>ELD Levels 1-2 <i>ELs with "minimally" or "somewhat developed" proficiency in English</i></p>	<ul style="list-style-type: none"> ● EL students who are ELD Levels 1-2 receive one period of designated ELD. ● Depending on the school's EL population and resources, this period of designated ELD may be a full class period or it may take place during the school's shorter SSR/Study Skills period. ● This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas. ● EL students will also receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. ● Teacher differentiates language instruction based on ELD levels and proficiency descriptors. ● Primary curriculum used is the designated component of McGraw Hill's StudySync ELA , used in conjunction with supplemental programs such as English 3D, DuoLingo, No Red Ink, and Inside.
<p>ELD Levels 3-4 <i>ELs with "moderately" or "well developed" proficiency in English</i></p>	<ul style="list-style-type: none"> ● EL students who are ELD Levels 3-4 receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. ● Depending on the school's EL population and resources, EL students who are ELD Levels 3-4 may also receive an additional period of designated ELD, which may be a full class period or it may take place during the school's shorter SSR/Study Skills period. ● This setting is designed to ensure that ELs continue to progress towards proficiency, continue to meet grade level content standards, and reclassify in a timely manner.

	<ul style="list-style-type: none"> • Teacher differentiates language instruction based on ELD levels and proficiency descriptors. • Core teachers work with the site-level EL coordinator and dean of academics to determine which domains each student should focus on in order to reclassify. • Primary curriculum used is the designated component of McGraw Hill’s StudySync ELA, used in conjunction with supplemental programs such as English 3D, Inside, No Red Ink, and Kate Kinsella’s Academic Vocabulary Toolkit.
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High School - Grades 9-12	
Eligible Students	Program Description
<p>ELD Levels 1-2 <i>ELs with “minimally” or “somewhat developed” proficiency in English</i></p>	<ul style="list-style-type: none"> • EL students who are ELD Levels 1-2 receive one period of designated ELD during the school’s SSR period or Study Skills class. This ELD class will not interfere with a student’s A-G requirements. • EL students will also receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. • This setting is designed to ensure that ELs receive appropriate supports to build their proficiency and also meet grade level standards across all content areas. • Teacher differentiates language instruction based on ELD levels. • Primary curriculum used is the designated component of McGraw Hill’s StudySync ELA, used in conjunction with supplemental programs such as English 3D, DuoLingo, No Red Ink, and Edge.
<p>ELD Levels 3-4 <i>ELs with “moderately” or “well developed” proficiency in English</i></p>	<ul style="list-style-type: none"> • EL students who are ELD Levels 3-4 receive designated ELD in their ELA classes, designed to focus on specific domains. The amount of time provided will vary depending on the curriculum and unit being taught. • Depending on the school’s EL population and resources, EL

	<p>students who are ELD Levels 3-4 may also receive an additional period of designated ELD, which may be a full class period or it may take place during the school's shorter SSR/Study Skills period. If offered, this additional ELD class will not interfere with a student's A-G requirements.</p> <ul style="list-style-type: none"> ● This setting is designed to ensure that ELs continue to progress towards proficiency, continue to meet grade level content standards, and reclassify in a timely manner. ● Teacher differentiates language instruction based on ELD levels. ● Core teachers work with the site-level EL coordinator and dean of academics to determine which domains each student should focus on in order to reclassify. ● Primary curriculum used is the designated component of McGraw Hill's StudySync ELA curriculum, used in conjunction with supplemental programs such as English 3D, DuoLingo, No Red Ink, and Edge.
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Integrated English Language Development:

Integrated ELD is defined by the California ELD Framework as “ELD instruction provided throughout the day and across the disciplines. Teachers with English Learners use the ELD standards in addition to their focal English language arts/literacy and other content standards to support the linguistic and academic progress of English Learners.”

At MPS, teachers use SDAIE strategies (Specially Designed Academic Instruction in English), and the CHATS framework (see explanation of acronym below), to support integrated ELD across all content areas. Teachers are provided with professional development on how to provide integrated ELD to their students, how to apply the CA ELD standards, and how to use SDAIE strategies and the CHATS framework. This training is ongoing and provided by both MPS staff and third-party vendors. Additionally, site-level EL Coordinators provide regular training to teachers of ELs, which includes showcasing specific strategies for differentiating and integrating ELD into the content area classroom.

About the CHATS Framework: Teachers will receive training on a research-based, field-tested framework for supporting EL growth in content and language. This framework was developed by Dr. Persida Himmele and Dr. William Himmele, two educators who have extensive and successful experience with ELs. Their framework is carefully broken down in the book *The Language Rich Classroom* and is “meant to empower teachers who haven’t been formally trained in ESL with planning tools that make content comprehensible to their English language learners,” while “providing ELs with opportunities to build up their academic language” in the

content classroom. All MPS teachers will have access to this book, and will be consistently trained to use CHATS strategies. Although CHATS was developed for ELs, it is beneficial to all learners. The framework is made up of components that are broken up into five areas around the acronym:

- C – Content Reading Strategies
- H – Higher Order Thinking Skills
- A – Assessment
- T – Total Participation Techniques
- S – Scaffolding Strategies

This framework is designed to work in mixed, multilingual classrooms and the book provides resources and examples of how teachers can use each component in their planning.

E. Distance Learning Supports for English Learners

In situations where Distance Learning is required (whether full-time or within a hybrid in-person model), all English Learners will continue to receive both Designated and Integrated ELD, as outlined above, and as explained in the MPS Distance Learning Guides and Protocols. All core class teachers provide Integrated ELD, while students receive Designated ELD in their ELA classes. EL level 1 and 2 students receive an additional Designated ELD course. These courses continue to be offered virtually during any distance learning. Additionally, all EL students have access to their teachers, as well as the school site EL Coordinator and EL Paraprofessionals, via tutoring and/or office hours, email, Google Classroom, and virtual live class sessions. Teachers are provided with ongoing professional development to support meeting the needs of ELs during Distance Learning, including but not limited to: English Learner Support Strategies, Designated ELD, and Addressing the Needs of LTELs. Finally, each school site has designated SEL Leaders, Mentors, and Homeless/Foster Liaisons, who will reach out to families of EL students to provide additional support and services during Distance Learning, as needed.

F. Newcomers and Long Term English Learners

Newcomers: A newcomer is defined as a child or youth (ages 3-21) who was not born in any state and has not attended school in any state for more than three full academic years. At MPS, newcomers are identified upon enrollment in our Student Information System, and are carefully monitored by school leaders, coordinators, and teachers. Depending on the student's English language proficiency, he/she may be placed in a designated ELD class, where he/she will have an opportunity to build on foundational English language skills, as well as practice vocabulary and key concepts learned in his/her core classes. In addition to using the designated component of the McGraw Hill curriculum, a newcomer student will have access to language learning programs such as DuoLingo and Rosetta Stone, as well as BrainPop ESL, No Red Ink, and NewsELA. When possible, MPS will strive to obtain tutors that speak the student's native language to help build on prior knowledge, and provide additional clarification and support. Newcomers at MPS will have access to additional academic support through optional morning and after-school tutoring, Saturday school, and summer school.

Newcomers are expected to make progress in their ELP of one level per year at MPS. Newcomers are carefully monitored for growth by the site-level ELD Coordinator. Newcomers

are assessed at the beginning of the school year for ELP and also for proficiency in their native language via a writing sample and through interview questions. If it is determined that additional academic or instructional support is needed, the site-level ELD Coordinator will work with school leaders and the MPS Coordinator to determine which programs, curriculum, or supports may be needed.

Newcomer students also receive targeted social-emotional support at MPS schools. Newcomer students and their parents are provided with a more personalized orientation (in their native language if possible) regarding school routines, school attendance, school schedule, the role of school personnel, uniform policy, using the library, emergency drills, and other topics determined by MPS staff. Some other social-emotional supports that are provided to newcomers at MPS schools are: class cohorts and being paired up with a peer that speaks their language (when possible) for in-class support and clarification, a safe space for the student to recess and eat lunch (for example, a classroom, the office, etc. if the student feels overwhelmed or stressed), frequent check-ins from teachers and school leaders to ensure that the student is adjusting and feels comfortable in his/her new environment, immediate response by school staff to bullying or discrimination, informal support activities that provide newcomer students with opportunities to speak informally in his/her native language, and encouraging newcomer students to participate in after-school clubs and sports. Newcomer families will also be invited to attend our Parent College Program, and will be provided with resources for helping their child improve literacy at home in their native language.

Long Term English Learners: A Long Term English Learner (LTEL) is defined as an English learner (EL) student to which all of the following apply:

- (1) is enrolled in any of grades 6 to 12, inclusive; and
- (2) has been enrolled in a U.S. school for six years or more; and
- (3) has remained at the same English language proficiency level for two or more consecutive prior years, or has regressed to a lower English language proficiency level, as determined by the English Language Development test (ELPAC); and
- (4) for students in grades 6 to 9, inclusive, has scored at the "Standard Not Met" level on the prior year's administration of the CAASPP-ELA.

MPS is committed to providing these students with the support that they need to reclassify by thoroughly assessing their academic data and providing structured and targeted ELD instruction based on their needs and areas of growth.

All LTELs at MPS are placed in rigorous courses designed to meet their college readiness requirements. They receive grade-level instruction that is taught using differentiated strategies, and are placed with English proficient students in core and elective courses.

At the beginning of the school year, school leaders and site-level EL coordinators will determine who their LTEL students are, and mark them in the student information system. They will review redesignation data, and determine what has prevented the student from reclassifying (MAP score, ELP exam score, ELA grade, etc.). Domains of growth will be noted in their ELD portfolios. This information is then shared with teachers and a plan of action is created to

facilitate each student's growth and proficiency. If the student has an IEP, language goals and objectives will be carefully reviewed and incorporated into the plan.

LTEs (who are Levels 3 and 4; Levels 1 and 2 are enrolled in a separate designated ELD class) enrolled in an MPS middle school that offers specialized "Power English" courses may be placed in this course for one semester (at the school's discretion). This class will not replace designated or integrated ELD. This class will provide an additional focus on oral and academic language development and English literacy. It will also provide students with an opportunity to practice skills in preparation for the ELPAC. At the end of the semester, each student's progress will be assessed (ELA grades, summative assessments, MAP scores, and writing samples) to see if adjustments or additional supports are needed.

LTEs enrolled in an MPS high school will receive ongoing, individualized support from the site-level EL Coordinator. Data will be reviewed and the student will work with the coordinator to create a plan of action and next steps, in order to facilitate and expedite their reclassification. If the student also has an IEP, the on-site special education professional will work with the coordinator to review language and ELD goals, and determine appropriate instructional modifications and supports.

In addition to the above-mentioned supports, MPS schools will focus on the following universal strategies for improving academic outcomes for LTE students:

- Ensure that students understand the reclassification process and are provided with counseling about their individual data.
- Provide additional tutoring to help students understand their assignments, clarify notes, review concepts taught in class, and prepare for tests.
- Emphasize a school-wide focus on study skills and academic vocabulary (for example, universal note-taking strategies, Word of the Week, etc.).
- Provide frequent "check-ins" with students to ensure that they do not have questions or concerns.
- Incorporate relevant texts that affirm and allow students to make connections to their diverse cultures.
- Encourage participation in school clubs, sports, and events.
- Ensure that students have a safe space to relax, study, and speak with caring adults.

Pathways for Newcomers and LTEs will be evaluated by the MPS EL Coordinator every semester to determine whether or not adjustments need to be made and to ensure that both groups are making adequate progress.

G. Monitoring English Learner Progress

English Learners at MPS schools are monitored through ELD portfolios, which are maintained by the on-site EL Coordinator. ELD portfolios will contain the following documents:

- Copy of the most recent ELP exam scores
- Copy of the most recent MAP & SBAC scores

- Record of the most recent semester grade in ELA, and any notes/observations from the teacher
- Copies of all Parent Notification Letters mailed home
- Writing work samples (for example, copies of reports, essays, journals, etc.)
- Action plans and goals, as applicable

Supplemental templates and monitoring documents are available to all site-level coordinators in a shared Google folder. Additional monitoring forms and evidence may be added as needed to improve monitoring and outcomes.

Schedule for progress monitoring:

<i>Weekly/Bi-weekly</i>	<i>Monthly</i>	<i>Annually</i>
<ul style="list-style-type: none"> ● Core teachers review current class grades and notify parents of ELs if their child is failing. ● School staff reviews and discusses relevant student data (during staff meetings, department meetings, etc.). 	<ul style="list-style-type: none"> ● Portfolio maintenance: Relevant scores, assessments, and work samples are collected and updated in each EL student’s ELD portfolio. ● Teachers and site-level coordinators notify parents of EL students who are not making adequate progress towards proficiency. 	<ul style="list-style-type: none"> ● January/February: Data for reclassified students is reviewed and updated in a spreadsheet maintained by the dean of academics and site-level coordinator.

Dually-Identified Students:

In addition to the progress monitoring discussed above, students who are dually-identified as both EL and SPED will receive additional supports and monitoring to ensure growth in their language development. In practice and in agreement with the Castañeda standards, the Dually Identified student population of EL/SPED scholars will benefit from a program that utilizes researched based instructional practices. The program will monitor student outcomes with fidelity based on the scholars’ ELD IEP goals in listening, speaking, reading and writing. The Site-Level EL Coordinator will attend all IEP meetings for dually-identified students to ensure appropriate ELD goals are written into the IEP. These ELD goals will be in addition to the scholars’ IEP goals addressing their specific areas of need based on their eligibility. Our SPED, ELA, and ELD team of instructors will monitor each students’ progress toward IEP and ELD goal achievement and academic progress. Parents will be informed of this progress at least every six weeks in conjunction with progress reports and adjustments will be made to plans and program implementation as needed. **Furthermore, the IEP team will determine any accommodations, modifications, or domain exemptions for the Summative ELPAC assessment, or the use of the Alternative Summative ELPAC assessment. If a dually-identified student is determined to**

require the Alternative Summative ELPAC assessment, and his/her disability also necessitates an alternative Basic Skills Assessment to determine eligibility for reclassification, that will also be identified in the students' IEP or Section 504 plan.

H. Reclassification of English Learners

MPS uses the four criteria in state law as guidelines in determining whether or not an English Learner should be reclassified as fluent English proficient: English language proficiency assessment, comparison of performance in basic skills, teacher evaluation, and input from parents. All reclassification criteria must be met and maintained within the current academic year. The established criteria for reclassification are as follows:

	Grades TK-5	Grades 6-12																																																								
English Language Proficiency Assessment	Summative ELPAC: Overall score of 4 Summative Alternate ELPAC: Overall score of 3																																																									
Basic Skills Assessment	NWEA Map: Performance level of Basic on the MAP reading test with a minimum Fall, Winter, or Spring score of:																																																									
	<table border="1"> <thead> <tr> <th></th> <th>Fall</th> <th>Winter</th> <th>Spring</th> </tr> </thead> <tbody> <tr> <td>Gr. 1</td> <td>144</td> <td>154</td> <td>159</td> </tr> <tr> <td>Gr. 2</td> <td>160</td> <td>170</td> <td>175</td> </tr> <tr> <td>Gr. 3</td> <td>176</td> <td>184</td> <td>188</td> </tr> <tr> <td>Gr. 4</td> <td>188</td> <td>194</td> <td>197</td> </tr> <tr> <td>Gr. 5</td> <td>194</td> <td>200</td> <td>202</td> </tr> </tbody> </table>		Fall	Winter	Spring	Gr. 1	144	154	159	Gr. 2	160	170	175	Gr. 3	176	184	188	Gr. 4	188	194	197	Gr. 5	194	200	202	<table border="1"> <thead> <tr> <th></th> <th>Fall</th> <th>Winter</th> <th>Spring</th> </tr> </thead> <tbody> <tr> <td>Gr. 6</td> <td>197</td> <td>202</td> <td>204</td> </tr> <tr> <td>Gr. 7</td> <td>200</td> <td>204</td> <td>206</td> </tr> <tr> <td>Gr. 8</td> <td>204</td> <td>207</td> <td>209</td> </tr> <tr> <td>Gr. 9</td> <td>207</td> <td>209</td> <td>211</td> </tr> <tr> <td>Gr. 10</td> <td>209</td> <td>210</td> <td>212</td> </tr> <tr> <td>Gr. 11</td> <td>211</td> <td>212</td> <td>213</td> </tr> <tr> <td>Gr. 12</td> <td>212</td> <td>213</td> <td>214</td> </tr> </tbody> </table>		Fall	Winter	Spring	Gr. 6	197	202	204	Gr. 7	200	204	206	Gr. 8	204	207	209	Gr. 9	207	209	211	Gr. 10	209	210	212	Gr. 11	211	212	213	Gr. 12	212	213	214
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SBAC: ELA/Literacy score of 2 (Nearly Met) or above CAA: ELA/Literacy score of 2 (Nearly Met) or above																																																										
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MPS approved ELA benchmark assessments: TK-Grade 2																																																										

	<p>students may demonstrate basic skills mastery by achieving a Level 2 or score of 70% or above.</p>	
<p>Teacher Evaluation</p>	<p>Student achieves a grade of C (70%) or above in both Reading and Writing. Applicable grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.</p> <p>For students in TK, applicable grades considered are Literacy grades indicating adequate grade level progress, along with a written recommendation from the classroom teacher. Applicable grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.</p>	<p>Student achieves a grade of C (70%) or above in English Language Arts (ELA). Applicable ELA grades considered are the Semester 1 final grade and current semester grade at the time of reclassification.</p>
<p>Parent Consultation</p>	<p>Parent/Guardian will be informed of the student's eligibility to Reclassify and the ongoing monitoring process that will continue for four (4) years. Notifications may be made via phone call, in-person or virtual/video meeting (i.e., Zoom), and/or parent letter. Parent/Guardian signatures will be collected to confirm that the consultation was held, and a copy will be placed in the students' cumulative folder and EL Portfolio.</p> <p>The date on which the consultation was held will be the official date of reclassification used for the SELA report and CALPADS reporting.</p>	

Reclassified students are monitored for a period of four years by on-site ELD Coordinators. This is done to ensure that they have not been redesignated too early, and that they are successfully participating in the academic program without incurring deficits. Deans and coordinators monitor reclassified students' academic progress annually by reviewing benchmark scores, MAP and SBAC scores, and ELA grades. Follow-up services for students who do not demonstrate satisfactory progress include, but are not limited to: additional tutoring, counseling, and

enrichment classes. The MPS EL Coordinator will follow up with each school to ensure that monitoring is taking place, and will assist the school with action planning for those students who are not making adequate progress.

I. Staff Qualifications and Professional Development Plan

The teachers and staff at MPS understand that all stakeholders need to work collaboratively to help improve learning outcomes and academic achievement for ELs. They also understand that ELs need access to challenging academic content through appropriately differentiated and scaffolded instruction. In order to facilitate rigorous ELD instruction, the following staff qualifications and plans for professional development are in place at MPS:

Staff Qualifications: All MPS teachers providing academic instruction to EL students will hold a CLAD/BCLAD credential or other approvable CCTC certification authorizing them to teach English Language Learners. Outlined below are the duties of teachers, site-level EL Coordinators, and the MPS EL Coordinator.

MPS teachers will:

- Consistently implement with fidelity the ELD program and curriculum as outlined in the English Learner Master Plan.
- Provide daily integrated ELD instruction during core classes, aligned with the state ELD standards and using research-based strategies to ensure students are able to access grade level instruction and do not incur academic deficits.
- Provide daily designated ELD instruction during a protected block of time during the school day, aligned with the state ELD standards and using research-based strategies to ensure students are able to access grade level instruction and do not incur academic deficits.
- Attend all professional development and professional learning community sessions.
- Consistently monitor student progress on a weekly basis to ensure that EL students are making adequate progress towards proficiency and follow appropriate protocol if a student is falling behind.
- Maintain contact with the students' families and keep them updated on their child's progress.
- Work collaboratively with other staff members to encourage ELs and ensure that they have the tools and resources needed to be successful.

MPS ELD Teachers will do all of the above and:

- Consistently implement with fidelity the ELD program and curriculum as outlined in the English Learner Master Plan.
- Provide a safe, enriching learning environment for ELs, with ample opportunities to practice language acquisition.
- Use the prescribed, standards-based, state-approved curriculum to instruct ELs.
- Differentiate instruction based on ELD level and grade level.
- Provide opportunities for ELs to practice all four domains in each class period.
- Utilize supplemental resources to provide additional support.

- Create structured and predictable classroom routines.
- Create weekly lesson plans aligned to the ELD standards.

MPS Site-Level EL Coordinators will:

- Conduct classroom observations on a weekly basis to ensure integrated and designated ELD is occurring in all classrooms with ELs.
- Present an ELD strategy to teachers during weekly staff meetings.
- Create and maintain an ELD portfolio for each EL student to monitor and showcase progress.
- Regularly communicate with staff regarding the progress of ELs.
- Communicate on a regular basis with the MPS EL Coordinator and implement all updates and compliance requests in a timely manner.
- Participate in monthly meetings with school leadership regarding the needs of ELs (for example, plan strategies for professional development, provide insight from classroom observations, discuss data, and recommend resources).
- Attend professional development relevant to ELs and share strategies and resources with teachers.

The MPS Director of EL Programs will:

- Maintain, evaluate, and improve the EL Master Plan and EL Program based on the observations, data, and feedback from each member school.
- Provide coaching, and professional development to all teachers of English learners (for example, provide integrated and designated ELD support, teacher training, coaching on effective ELD strategies, and model push-in support).
- Conduct lesson demonstrations and classroom observations/walk-throughs in order to help improve instruction delivered to ELs.
- Help teachers monitor the progress of ELs and reclassified students, and create appropriate interventions and action plans as needed.
- Assist site-level coordinators and staff with the development of action plans and appropriate supports for Long Term English Learners and Newcomers.
- Lead and train ELD Coordinators at each school site, including facilitate team meetings as well as coordinate the EL program strategic planning process.
- Oversee the adoption and implementation of the ELD curriculum.
- Oversee the Title III improvement plan, and any other Title III requirements.
- Attend EL-related professional development and share resources with teachers and school leaders.

Although the Director of EL Programs primary duty will be to provide the supplemental services outlined above, the Director of EL Programs will also work with the Chief Academic Officer, on-site EL Coordinators, and Office Managers to support schools with accountability. Some examples of how the consortium will hold member schools accountable are:

- Create Title III folders for each school site with a calendar of notifications, procedures for notifying parents of ELs, certifications for notices mailed, attendance sheets for PD and parent meetings/workshops, etc. The MPS Director of EL Programs will work with school

leadership and on-site ELD Coordinators to ensure that folders are maintained and updated.

- The executive office manager will ensure and certify the timely submission of all CALPADS data pertaining to ELs.
- School leadership will certify the timely submission of all Title III notifications mailed to parents of ELs.
- The consortium Director of EL Programs will conduct regular classroom walk-throughs to ensure program fidelity.
- The consortium Director of EL Programs will support teachers with progress monitoring of ELs and provide a framework for progress monitoring.

Professional Development Plan: Professional development for teachers of English Learners will be extensive and ongoing at Magnolia Public Schools. Professional development specific to ELs will endeavor to improve ELD instruction, facilitate the ability of teachers and school leaders to successfully implement the EL program, and help improve English language proficiency and subject matter knowledge of ELs. For the 2018-2019 academic year, effective professional development will include:

- An ELD workshop for teachers at the MPS Summer In-Service.
- An overview of the EL Master Plan, including program placement, progress monitoring, and reclassification, presented to all MPS schools.
- Sessions dedicated to English Language Development (ELD) training for teachers at each MPS Teacher Symposium (Winter and Spring).
- ELD training and shared best practices at least once per month at the school-site level staff meetings.
- All core teachers will attend at least one third-party ELD training (this may be done off or on site...for example, attend a workshop offered by the county office, or hire a consultant to present to the staff on site).
- The MPS EL Coordinator will regularly attend high-quality professional development workshops and conferences, including a monthly Bilingual Directors' Meeting at the Los Angeles County Office of Education, and share resources and information with teachers and school leaders.
- When possible, site-level EL Coordinators will attend professional development sessions and meetings with the MPS EL Coordinator.
- The MPS EL Coordinator will host two (one per semester) trainings/meetings for the site-level EL Coordinators. These meetings will review ELD strategies, best practices, an assessment of EL data at each school site, and evaluate the effectiveness of the EL program.
- Regular updates regarding ELs and ELD will be provided to all MPS principals and deans during monthly meetings at the Home Office.
- The MPS EL Coordinator and MPS Math Coach will provide a workshop to math

teachers that will support EL access across the curriculum.

- The MPS EL Coordinator and MPS Student Services director will provide resources to help teachers and school leaders support dually identified students.

J. English Learner Advisory Committee

At MPS, all schools meeting the English Learner Advisory Committee (ELAC) requirements host meetings regularly throughout the school year. ELAC requirements are as follows:

Any school site with 21 or more English Learners must have a functioning English Learner Advisory Committee (ELAC) that meets the following requirements:

- Parent members are elected by parents or guardians of ELs.
- Parents of ELs make up at least the same percentage of the committee membership as their children represent the student body.
- The ELAC will be responsible for assisting in the development of the schoolwide needs assessment, as well as helping to make parents aware of the importance of regular school attendance.
- The ELAC will advise the principal and staff in the development of a site plan for ELs and submitting the plan to the school site council for consideration of inclusion in the LCAP.

Purpose of the ELAC:

The following tasks are included in the function of every school's ELAC. They are:

- Advise the school principal and staff on the development of the LCAP.
- Advise the School Site Council on the school's program and goals for ELs.
- Conduct a school needs assessment for the school's program/services for ELs.
- Review and discuss ELPAC and reclassification data.
- Assist in making parents aware of the importance of regular school attendance.

The ELAC shall be responsible for the following tasks (from the California Department of Education):

- Advising the principal and staff in the development of a site plan for English learners and submitting the plan to the School Site Council for consideration of inclusion in the LCAP (formerly SPSA).
- Assisting in the development of the schoolwide needs assessment.
- Ways to make parents aware of the importance of regular school attendance.
- Each ELAC shall have the opportunity to elect at least one member to the District English Learner Advisory Committee (DELAC). Districts with 31 or more ELACs may use a system of proportional or regional representation.

Sample calendar for ELAC Meetings:

September/October	November/December	January/February	March/April
<ul style="list-style-type: none"> -Elect members -Review purpose of ELAC -Provide training and materials -Review most recent ELPAC and reclassification data -Review EL program and reclassification criteria 	<ul style="list-style-type: none"> -Advise principal and staff/PAC on recommendations for LCAP -Review importance of regular school attendance 	<ul style="list-style-type: none"> -Language Census review -Discuss and review progress monitoring for ELs 	<ul style="list-style-type: none"> -Conduct a school needs assessment -Revisit recommendations for upcoming AY's LCAP

K. English Language Development Program Evaluation

In order to ensure that the appropriate modifications and improvements are made regularly to our ELD program, a comprehensive program evaluation will be completed twice per year by school leaders and ELD Coordinators. This is in addition to feedback provided by teachers and parents (ELAC). The first program evaluation will be conducted in December (mid academic year), and the second evaluation will be conducted at the end of the academic year. The MPS EL Coordinator will use this feedback to make program improvements and address concerns and areas of need. The program evaluations will take place during leadership meetings and ELC meetings at the home office. Evaluation documents will be maintained in the ELC's Google Drive.

****To be presented for approval by the MPS Board on August 10, 2023***

The MPS EL Master Plan will be maintained in Google Drive and may be modified throughout the year. The MPS EL Coordinator will inform schools if any changes are made. If major program changes are made, the master plan will be re-submitted to the MPS Board for review.

Coversheet

Approval of Educational Specifications for MSA-5 Charter School Facility Program

Section: IV. Action Items
Item: B. Approval of Educational Specifications for MSA-5 Charter School Facility Program
Purpose: Vote
Submitted by:
Related Material: IV_B_Educational Specifications for MSA-5 Charter School Facility Program Project.pdf



Agenda Item:	IV B: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors (the “ Board ”)
From:	Audit & Facilities Committee
Staff Lead(s):	Mustafa Sahin, Project Manager Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Educational Specifications for MSA-5 Charter School Facility Program Project

1. **Action Proposed:**

I move that the Board approve the Educational Specifications for Magnolia Science Academy 5 (MSA-5) Charter School Facility Program Project at 7111 Winnetka Ave, Winnetka CA 91306.

2. **Purpose:**

The purpose of this action is to provide the design teams with information about the program space required to support the education program of Magnolia Science Academy 5 at their future home, 7111 Winnetka Ave, Winnetka CA 91306. This is also one of the requirements for CDE Site Approval process.

3. **Background:**

Educational specifications are the written medium through which educators and other stakeholders identify the program activities that are necessary for teaching and learning. Educational Specifications provide design teams with information about the program spaces required to support the school’s educational program. They also include the specific area requirements for each type of space.

Acquisition of Winnetka Ave Property

At its December 19, 2021 meeting, the MPS Board approved MPS signing a purchase and sale agreement (“PSA”) for the purchase of the 7111 Winnetka Ave Property and making a good faith, refundable, escrow deposit of Two Hundred Thousand Dollars (\$200,000). Escrow for the purchase and sale of the Property was opened on December 22, 2021. MPS exercised all three (3) of its options to extend the contingency period. At its June 16, 2022 meeting the Board approved the waiver of the contingencies. At the June 16th meeting the Board also approved a loan from CLI Capital to fund the acquisition of the Property.

MPS assigned to MPM Sherman Winnetka LLC (“Winnetka LLC”) the right to acquire and take title to the Property with a loan from CLI Capital. Winnetka Ave LLC is a subsidiary of Magnolia Properties Management, Inc., a 501(c)(3) support corporation. Concurrent with the foregoing assignment, MPS entered into a lease for the Property with Winnetka Ave LLC. Escrow on the Property closed on October 21, 2022.



CSFP Award

MPS Staff applied for funding to the OPSC's CSFP program during the application period held from May 2, 2022 to June 3, 2022. CSFP provides funding to charter schools for new school facilities. On October 26, 2022, the State Allocation Board ("SAB") approved a preliminary apportionment in the amount of \$50,832,332. Awards made by CSFP are 50% loan and 50% grant. The loan portion is paid back by the award recipient and is amortized over 30 years. The CSFP award will be used to construct the Project for MSA-5 which is currently co-located with MSA-1 on MSA-1's campus.

Architect of Record Selection

The DLR Group was selected as the architect of record for the Project at the Board's January 12, 2023 meeting.

Construction Manager Selection

At its April 13, 2023, the Board approved the selection of Erickson-Hall Construction Inc. as the construction manager ("CM") for the Project under a multi-prime delivery method.

4. Analysis & Impact:

It is a requirement for receiving our state award.

5. Budget Implications:

There is no budget impact for this item.

6. Exhibits:

Exhibit A Educational Specifications



EXHIBIT A

Ed Specs

Magnolia Science Academy - 5
Educational Specifications
for Middle School / High School Project at 7111 Winnetka,
Winnetka, CA

Version 6/8/2023

Operator: Magnolia Educational & Research Foundation
dba Magnolia Public Schools

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Ms. Diane Gonzalez
Mr. Daniel Sheehan
Mrs. Esra Eldem Tunc

Magnolia Science Academy-5 Design Committee

Alfredo Rubalcava, CEO, Magnolia Public Schools
Erdinc Acar, Chief Academic Officer, Magnolia Public Schools
Patrick Ontiveros, Esq., General Counsel & Director of Facilities , Magnolia Public Schools
Ali Kaplan, Principal, Magnolia Science Academy - 5
Mustafa Sahin, Facility Project Manager, Magnolia Public Schools

Architect of Record

DLR Group

Magnolia Science Academy-5 Educational Specifications

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Appendix: Site Plan

I. Educational Specifications

Educational Specifications: An Introduction

In general, Educational Specifications are guidelines that describe the facility requirements to accommodate the instructional program, activities and facilities. This document is a tool that is used to communicate basic facility design requirements and guidelines to the project architect, school staff and school facilities committee members. They are critical to the development of an overall plan and specific design applications.

Educational Specifications for the New School

This Educational Specification is a guideline that was used in planning and designing the new Magnolia Science Academy-5 campus. The Educational Specifications have been developed by Magnolia Educational & Research Foundation in accordance with California Code of Regulations, Title 5, Division 1, Chapter 13, Subchapter 1, Article 4, Section 14030, *Standards for Development of Plans for the Design and Construction of School Facilities*.

The Project Design Committee

A project design committee was organized to develop an overall plan for the New School project, including the development of educational specifications. The committee included representatives from Magnolia Educational & Research Foundation, the school principal and leadership team, the project architect of record, and other technical consultants. The committee has met regularly for several months, from January, 2023 to the present time, to provide input to the project architect regarding the planning of the school.

As a group, the design committee toured Liberty High School Winchester, CA and Del Lago Academy in Escondido, CA. Desirable design elements that influenced the planning of the Magnolia Science Academy-5 are listed below.

- Campus Atmosphere: The school safety and traffic flow should be considered due to being by a busy street, Winnetka Street.
- Entry: Automatic gates at the entry allows uninhibited movement into the space. After the first bell or dismissal, a “buzz-in” system and direct entry to the front office without accessing the other parts of the school premises will provide added security to the campus and prevent unauthorized visitors .
- Library: Not needed; MSA-5 utilizes a digital library, which students can access through chromebooks. Currently, Magnolia Science Academy-5 is contracted with myON, which ensures all students can engage in frequent, high-quality reading practice with unlimited, 24/7 access to thousands of enhanced digital books and age-appropriate news articles. Digital Library is suitable for in-person, remote, or blended learning environments. A chromebook and internet connection is provided to each and every student.
- Exterior Windows: Exterior windows in classrooms maximize natural light and outdoor views. However, exterior windows must be above eye level and have guards against vandalism.

- Light Wells: The use of light wells provides abundant natural light and reduces energy costs.
- Ceilings/ Floors: Open ceilings and concrete floors provide a fresh look that is also cost effective.
- Science Labs: One Chemistry and one Science Lab will need specialized equipment (e.g., fume hoods.) Chemistry and Science Labs will need a shared, secured storage room for chemicals. Middle School and general science classes can take place in traditional classrooms. For specific projects and demonstrations, Chemistry and Science labs can be utilized in a rotational manner.
- Other Specialized Classrooms: Music and Art is beneficial for students. Such classrooms should have sinks in them.
- Faculty Restrooms: The faculty should have separate restrooms

II. Magnolia Educational & Research Foundation *dba* Magnolia Public Schools

Magnolia Science Academy-5 (MSA-5), is a classroom-based charter school serving students in grades 6–12 with a curriculum emphasis on science, technology, engineering, arts and math (“STEAM”). MSA-5’s mission is to provide a college preparatory educational program emphasizing STEAM in a safe environment that cultivates respect for self and others. MSA-5 offers a comprehensive learning experience designed to serve the needs of students through effective site-based instruction, rich hands-on learning, and foundation skills presented in ways that are relevant and inspiring for students. Classroom instruction at MSA-5 is supplemented by tutoring, after-school programs, and school-to-university links.

Magnolia Public Schools

MSA-5 is operated by Magnolia Educational & Research Foundation (“MERF”), *dba* Magnolia Public Schools (“MPS”),¹ a non-profit public charter school management organization dedicated to establishing and managing high-quality public charter schools in California. The vision of MPS is to help reverse the tide of U.S. students falling behind their peers in other nations in critical subjects like math and science. MPS strives to graduate students who come from historically underserved neighborhoods as scientific thinkers that contribute to the global community as socially responsible and educated members of society. MPS’s educational approach is based on the conviction that STEAM education is essential to improving our modern society’s knowledge base and adaptability to the fast pace of ever-changing technological advancements. Historically, the number of African American and Latino students pursuing careers in STEAM fields has been very low. Research suggests that a significant cause of these low numbers is that students have inadequate exposure to intensive STEAM curricula.² MPS addresses the shortage by inspiring and preparing students to choose career paths in science and technology.

MPS was first established in August 1997 to organize volunteer science, technology, engineering, and math (“STEM”) based tutors for middle and high schools in Los Angeles, and later partnered with Culver City Unified School District to provide tutoring for students all around Los Angeles

¹ For more information on Magnolia Public Schools visit www.magnoliapublicschools.org.

² Z. Zacharia and A. C. Barton, "Urban Middle-School Students' Attitudes Toward a Defined Science," *Science Education*, vol. 88, no. 2, pp. 197-222, Mar. 2004.

District. MPS also started a free tutoring program in the Sherman Oaks/Van Nuys Area of Los Angeles. These successful programs led MPS to establish its first charter school, Magnolia Science Academy-1, and go on to successfully replicate our educational program and philosophy at nine other charter schools throughout California. Today we have a total of five charter schools authorized by the Los Angeles Unified School District (“LAUSD”), three authorized by the Los Angeles County Office of Education (“LACOE”), one authorized by the San Diego Unified School District (“SDUSD”), and MSA-5, which is authorized by Los Angeles County of Education. Combined, MPS charter schools now serve almost 4,000 students in grades TK-12.

Since 2008, MSA-5 has had a clear STEM focus. MPS Leadership and its Board of Directors (“Board”) are now committed to expanding on this success and during the 2016-17 school year, began to make the shift towards a strong STEAM focused organization. The most developed areas have been Math and Science, with the understanding that Engineering and Technology offered great growth potential. As the arts are more widely embraced, we believe that authentic connections and through lines between multiple disciplines will be made visible, and strategies will emerge to support authentic integration.

The MPS program aims to improve students’ performance in reading, writing, and math, reduce dropout rates, achieve high student attendance rates, and increase the number of students who pursue careers in STEAM fields.

- Increase students’ interest in pursuing careers in STEM areas by offering an innovative and engaging instructional design.
- Provide a challenging, standards-based curriculum designed to improve students’ skills in STEAM areas.
- Provide quality core instruction, including humanities and social sciences, that improves students’ reading & writing skills & attitudes.
- Sharpen students’ critical thinking skills by providing hands-on, inquiry-based activities.
- Reduce dropout rates by providing academic and social support in a small school environment.
- Improve students’ organizational and study skills by offering a life-skills course.
- Improve students’ academic skills, especially of those who are performing below grade level, by providing a comprehensive tutoring program.

The founders of the Magnolia Science Academy-5 believe that educated citizens of the 21st Century must have a solid background in math and science, as well as history and literature. With such knowledge they not only will be able to keep up with the rapid growth of science, and technology, but they will also be able to contextualize it and understand what it means.

III. Magnolia Science Academy-5

In accordance with its charter, the Magnolia Science Academy-5 has been planned as a math and science oriented college preparation school. The school will serve students in grades 6 through 12.

IV. Geographic Area Served, Demographic Trends and Facility Needs

The San Fernando Valley Area consists of highly densely-populated neighborhoods so there is a strong need for a new school in this region, and the student demographics at the new Magnolia Science Academy-5 will likely mirror the surrounding areas. In addition, the closest high schools are beyond 2-mile radius, which will make a great option to students, who are lacking in motorized transportation. Based on the recent CENSUS data, there are 1,521,893 residents in San Fernando Valley, with a median age of 38. Of this, 49.4% are males and 50.6% are females. US-born citizens make up 61.55% of the resident pool in San Fernando Valley, while non-US-born citizens account for 22.98%. Additionally, 15.47% of the population is represented by non-citizens. 41.5% of its residents Hispanic-Latino and 45.4% is white. Magnolia Science Academy-5's specialized programs and Community School model will support the diverse communities of Winnetka, Canoga Park and Reseda. The new school will continue supporting first-gen students, English Learners, newcomers, and students coming from socio-economically disadvantaged families.

V. Educational Program

MSA-5's Instructional design is based on three pillars: **Academic Excellence, Innovation, and Connection.**

We believe in the analysis of learning needs and the systematic development and personalization of learning experiences. STEAM is the platform by which we enhance instruction, increase intrinsic motivation, and make learning relevant through real life connections. MSA-5 aims to utilize the latest and most innovative tools to maximize personalization and customization for a superior academic program that is tailored for a student's individual needs by which a passion for learning is created that will be sustainable for life.



Academic Excellence (Scientific Thinkers)	Innovation (Intrinsically Driven and Self-Motivated)	Connection (Socially Responsible Global Citizens)
<ul style="list-style-type: none"> ▪ STEAM Focus ▪ Learning Approaches (Experiential, Constructivist Social) 	<ul style="list-style-type: none"> ▪ Data-driven Instruction to Ensure College Readiness ▪ Periodic Benchmark Tests ▪ After-school Tutoring 	<ul style="list-style-type: none"> ▪ Community Service and Volunteerism ▪ World Languages ▪ International Visits, Trips, Speakers

<p>Learning, Inquiry and Project-Based Learning)</p> <ul style="list-style-type: none"> ▪ Effectively Integrating Technology into Teaching and Learning ▪ Public Display of Excellence ▪ Life-long Learning 	<ul style="list-style-type: none"> ▪ After-school Interventions TK-5th ▪ College Mentorship Program ▪ College Tracking Program ▪ Portfolio Module with Learning Targets ▪ AP Courses ▪ Honors ▪ Individualized scheduling ▪ GATE Testing in grades 6, and 9th grades. 	<ul style="list-style-type: none"> ▪ Home Visits ▪ Field Trips STEAM focused for TK-12 ▪ Students achieve self-actualization ▪ Business and Industry Partnerships ▪ Higher Education Collaboration ▪ Internships/externships ▪ Dual enrollment with local colleges for our 10th, 11th, and 12th graders
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INSTRUCTIONAL DESIGN COMPONENTS: EXCELLENCE (SCIENTIFIC THINKERS)

STEAM Focus

A significant step toward helping our students achieve their maximum potential involves providing a rigorous, relevant and college preparatory curriculum with a STEAM emphasis.

Science learning across all grades immerses students in the scientific method and encourages them to use the applicable technology to plan and organize projects, hypothesize, analyze data, and draw conclusions from experiments they choose and create based on their interests. Science instruction employs technology in laboratory explorations and experimentation. **Technology** is a key component to our instructional delivery model. Each student will be equipped with a laptop (1:1 student to computer ratio) to enable effective blended learning strategies. Computer simulations assist in expanding the number of lab opportunities in all grade levels. A Computer Science Program fuels tech skills development, including programming and sequencing. Digital citizenship is introduced and embedded in our curriculum. Students can access class work, homework, and projects for all subjects through our McGraw-Hill curriculum. All courses incorporate **Engineering** design process at all grades as part of the NGSS emphasis. With CA Science Framework and NGSS integration, MSA-5 all students learn about **Engineering Design**, technology, and applications of science as part of their core learning.

Teachers use Inspire Science through McGraw-Hill as well as Science Gizmos to further enrich our inquisitive and investigative thinkers. Computer courses will be offered at all levels and skills are further developed in after school enrichment classes. Students will take AP Computer courses at the High School level starting with all ninth graders taking AP Computer Science. Furthermore, **Engineering** is also embedded in electives offered such as robotics, architecture and design as well as after school. Other enrichments are myON, iXL, Khan Academy, xtra math, Science Gizmos, BrainPOP, Coding/Gaming, and McGraw-Hill which has extensions for students on level, below level, and above level extension activities. All of these are used with fidelity during school and after school. **Arts** instruction focuses on developing students’ creativity, imagination, discipline and self-expression through drawing and fine arts, music, drama and improvisation, and dance. Teachers incorporate the arts across the curriculum so that our students gain exposure to all mediums of creativity, self-expression, and disciplines. Students are assessed for their current knowledge and skill level in **Math** and placed in the most appropriate class (see below).

EFFECTIVELY INTEGRATING TECHNOLOGY INTO TEACHING AND LEARNING

At MSA-5, every teacher has access to dedicated computers and interactive display screens in their classrooms along with wireless network access to prepare teaching activities such as class documentary movies, presentations, and more, as well facilitating student use of technology in their learning. Students across all grades at MSA-5 develop their ability to use technology as a tool for learning, research, observation, and communication. The school has a one-to-one ratio of technology to students thanks to chromebooks and uses digital curriculum and assessments as an integral part of learning. “Blended”/online learning includes such resources/applications as Fuel Education/Odysseyware, Discovery Education, BrainPOP, Renaissance Learning, Khan Academy. In addition to our McGraw-Hill curriculum the following are additional online programs that supplement our curriculum: IXL, myON, BrainPOP, BrainPOP Jr., Khan Academy, Prodigy, GIMKIT, NewsELA, Xtra math, online typing programs, and TCI’s Social Science curriculum. During intervention, teachers use online curricula with embedded assessments that provide review, re-teach and enrichment programs. McGraw Hill Publisher’s resources such as: My Math, Inspire Science, CAASPP Interim Assessments, iXL, StudySync. Other resources include Curriculum Associates’ Ready Common Core program, NWEA’s MAP Testing, Khan Academy, Accelerated Reader Accelerated Math program, and English 3D allow teachers to monitor the progress of students who are achieving below grade level and provide software-generated tests and personalized instructional materials. Intervention Rooms will be utilized for small group support and assessments for students who are below grade level academically and linguistically.

MSA-5 also encourages parents’ active use of the school’s technology resources by offering free tutorial sessions on how to track student’s performance using our student information system, Infinite Campus and providing computer access to all parents who have either limited or no access to a computer outside of school.

To ensure all students develop critical 21st century technology fluency, highly trained faculty lead engaging, grade-level appropriate instruction in technology skills development. The program enables students to personalize learning practice and integrate all subjects in project-based learning in a fun and meaningful way. This unique program includes:

- Technology curriculum and in upper grades, dedicated tech-based courses that provide technology tools necessary in the 21st century (keyboarding, document processing and storage, internet research, etc.) and develops critical skills that help students gain acceptance to and graduate from a 4-year college with a STEAM major.
- Students in middle school grades have designed time for typing and computer familiarity. Technology is embedded as a center and students can access typing, basic coding online reading and math enrichments.
- Core class integration projects that require higher order learning and improving critical thinking skills.
- myON is an online reading and comprehension program used in grades 6 through 12th. This program allows students to take interest surveys that unlock genres, appropriate reading level, and tailors to individual student’s needs. Teachers can assign novels and projects to their classes via this program. This robust program eliminates the need for a physical library.

PUBLIC DISPLAYS OF EXCELLENCE IN STEAM

MSA-5 students and faculty organize and participate in numerous STEAM fairs and events for all grade levels. Through various activities, STEAM days become a targeted event to arouse student interest and celebrate their peers’ success. MSA-5 offers a blend of after school clubs to students

to stimulate interest in and extend knowledge of various subjects covered in the classroom. Examples of such clubs include Computer Applications, MathCounts, Robotics, and Science Olympiad.

LIFE-LONG LEARNING

Based on Delors' (1996) four 'pillars' of education for the future,³ MSA-5 believes lifelong learning is broadly defined as: learning that is flexible, diverse and available at different times and in different places. Lifelong learning crosses sectors, promoting learning beyond traditional schooling and throughout adult life (i.e. post-compulsory education). At MSA-5, we seek to develop diverse learning habits in our students:

Learning to know – mastering learning tools rather than acquisition of structured knowledge

Learning to do – equipping people for the types of work needed now and in the future including innovation and adaptation of learning to future work environments

Learning to live together, and with others – peacefully resolving conflict, discovering other people and their cultures, fostering community capability, individual competence and capacity, economic resilience, and social inclusion

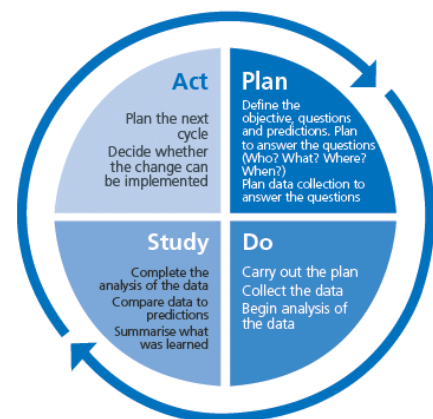
Learning to be – education contributing to a person's complete development: mind and body, intelligence, sensitivity, aesthetic appreciation, and spirituality

MSA-5 aims to instill creativity, initiative and responsiveness in our students, thereby enabling them to show adaptability in post-industrial society through enhancing skills to manage uncertainty, communicate across and within cultures, subcultures, families and communities, and constructively negotiate conflicts.

INSTRUCTIONAL DESIGN COMPONENTS: INNOVATION (INTRINSICALLY DRIVEN AND SELF-MOTIVATED)

DATA-DRIVEN INSTRUCTION

MSA-5 teachers and students use data to make informed decisions. Teachers receive regular professional development and coaching in positive academic intervention, Universal Design for Learning (UDL), accelerated learning strategies, and differentiated instruction, as well as collaborative planning time with a focus on the use of data to drive instruction. Formative assessment data is gathered from a variety of sources such as, NWEA MAP assessments, Smarter Balanced Interim Assessment Blocks (IAB), annual Panorama Education student survey, personalized skill building software, and overall passing rates. Data-driven instruction is provided by teachers, coaches, ELD teachers and/or coordinators, education specialists, and other interventionists.



MSA-5's system of formative assessments allows us to generate reports that show content and skills mastery, broken down by grade, class, and individual student levels. This system provides

³ Delors, J. (1996) Learning: The treasure within Report to UNESCO of the International Commission on Education for the Twenty-first Century, UNESCO

the data necessary to utilize UDL to build personalized, realistic, and productive lesson plans on a weekly basis. Up-to-date and actionable information is an essential part of the integrated academic and social foundation of the school’s culture and is required to provide adequate support for students’ learning (Blum, 2004). Furthermore, research shows that low-performing students benefit from personalized learning plans that address their specific area(s) of deficiency (Archambault, Diamond, Brown, Cavanaugh, & Coffey, 2010; Black, Harrison, Marshall, & William, 2004; Blum, 2004; Clarke, 2003; Legters, Balfanz, & McPartland, 2002; Watson & Gemin, 2008). Use of programs, such as IXL, allow MSA-5 to use the data to create individualized skills plans for students to practice ELA and math skills.

PERIODIC BENCHMARK TESTS

MSA-5 uses NWEA’s Measures of Academic Progress (MAP) computer-adaptive tests to evaluate student learning and to differentiate instruction to meet student needs. These campus-wide tests are used to measure individual levels of student performance. They also measure various skills, such as analytic ability, critical thinking, and synthesis. While the MAP testing is not used as a basis for student promotion, it does provide a valuable resource to identify students in need of just-in-time interventions and/or accelerated learning pathways.

MAP is administered in the fall and spring of every academic year from grades 6 through 12 in Reading and Mathematics. With a large norm reference group (more than 2 million), MAP reports provide highly accurate feedback as to how students are performing. The assessments adapt to the student's ability, accurately measuring what a student knows and needs to learn. MAP measures academic growth over time, independent of grade level or age. MAP test results are also used to identify the skills and concepts individual students have learned, diagnose instructional needs, monitor academic growth over time, make data-driven decisions, and place new students into appropriate courses.

MSA-5 also administers IABs according to curriculum maps provided by our MPS Home Office. IABs provide feedback about student performance on a targeted cluster of standards in both Math and ELA. IABs are administered after the unit is taught and provide formative assessment data to further inform instruction.

EXPANDED LEARNING PROGRAMS

TUTORING

As part of its expanded learning program, MSA-5 offers free tutoring to all students. The tutoring program provides students with a safe, small-group environment in which they can receive personalized attention from their teachers, as well as access the resources needed for successfully completing their assignments. Individual and small group tutoring as well as homework clubs are available. Students identified as low achieving are offered an intensive program tailored towards their individual needs. This specialized strategy provides the opportunity for struggling students to master the relevant subject’s content standards, with the goal of closing the achievement gap.

MSA-5 Expanded Learning program structure

Students in need of English Language Development (“ELD”) support	ELD tutoring:	Computer-aided grammar, vocabulary, reading, writing, listening and speaking
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Students in need of core class support	Tutoring program for core learning/classes:	Mathematics, Science, English-Language Arts and History-Social Science
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Academic and Enrichment Clubs

MSA-5 offers academic and enrichment clubs to all students. During these clubs, students are given the opportunity to participate in subjects and topics that pique their interest but also build upon skills that are learned during instructional time. MSA-5’s clubs offer a safe environment that is student-led and developed with the supervision of a teacher.

All students	Expanded Learning clubs:	Academic Decathlon, Science Olympiad, Lego Robotics, VEX Robotics, Coding and Gaming, History Bee and College Leadership Mentorship Program, Sports, Art, Arts and Crafts, Homework, etc.
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Intersessions

MSA-5 offers intersession opportunities for all students during extended breaks throughout the school year. During intersession, students are given the opportunity to participate in fun and interactive enrichment and physical education activities that pique their interest but also help build leadership skills. Our intersession opportunities offer a safe and supportive environment that promotes active and engaged learning and skill building.

Summer School

MSA-5’s Summer School focuses on learning enrichment and acceleration, credit Recovery and Makeup, Bridge Programs, incorporate social-emotional learning, mental health and life skills programs as day camps, overnight camps, field trips and STEAM excursions. 9-hours days with before and after school programs are offered with ELOP partners. Expanded learning activities (sport, field trips, excursions). Programming covers a wide array of subject areas that are often not available in the school year (like robotics, engineering, gardening, theater, dance, and art). Students who are homeless, foster youth, SPED EYS, and English learners are prioritized.

MSA-5 develops Summer School SMART goals, objectives and outcomes including, student ADA goal, IXL Goal with weekly diagnostic in Math and ELA, MyOn Goal, Class pass rate, Skills mastery, dual enrollment and completion. We use pre and post surveys for students, staff, and parents and do program evaluation for impact and improvement.

COLLEGE AND CAREER READINESS PROGRAM

MSA-5 holds the belief that college is attainable through academic success and persistence. The MSA-5 college preparation program provides high school students with the emotional preparation and support they need to graduate college and be career ready. By providing timely information and guiding students through the college application process, college advisors in

grades 9-12 play an integral role in nurturing students' college aspirations, supporting college preparation activities, finding best-fit colleges, universities and career programs, and advising students on how to make successful transitions from high school to their colleges of choice.

A distinguishing feature of the MSA-5 college preparation program is the active participation of students in the development and design of their future academic pathways. Our advisors work individually with parents and students on a Four-Year Plan that outlines graduation requirements, tracks extracurricular and volunteer activities, and builds students' resumes in order to support them in the college application process. This plan is created in the 9th grade and monitored/updated on an annual basis. Special programming is offered to students to develop interests and build on skills needed for credentialing and certification for specific trades.

To enrich college-going activities, college advisors and students regularly visit college campuses, research admissions requirements, and explore financial aid and scholarship options. College advisors track UC/CSU A-G requirement completion, credits completed towards graduation, scholarship eligibility, scholarship applications, personal statements, progress towards college application submission, and more.

Additionally, MSA-5 is invested in monitoring the postsecondary pathways of its graduates including the transfer, persistence, and completion trends across the spectrum of institutions including 4-year and 2-year colleges, trade/technical schools, and the military. This data is monitored in partnership with the home office and supported via the MPS-wide "Alumni Success Team".

Students that are interested in entering the workforce directly after high school are supported by the college counselor by being guided on career exploration and planning activities. Each student will then develop a career plan in conjunction with their counselor and guardian.

ALUMNI SUCCESS COACHES

MSA-5 has staff members that receive additional stipends to be Alumni Success coaches to support students after graduation. This takes the form of structured data-gathering and mentoring conversations with alumni throughout their first four years after graduation. Coaches check with students about needs and status in the areas of financial aid, academics, housing, and job searching with the aim that they connect students to resources at the college or nearby social services as needed. The goal of this program is to increase college and certificate achievement rates by providing hands-on support to our graduates.

COMMUNITY (SOCIALLY RESPONSIBLE GLOBAL CITIZENS)

MSA-5 believes that all change begins through partnerships between the home and school community. In our attempt to teach our students the values of community engagement, citizenship, and global awareness, we hope to engrain and cultivate a love for community, an understanding of the importance of our societal contributions, and a greater awareness of self, relative to the global community. In doing this, we affect change through our actions and interactions. We are a family and we are committed to the growth and development of our students and the communities in which they live, in order to enrich the global society.

COMMUNITY SERVICE

MSA-5 students engage in community service to develop and demonstrate crucial life skills. This helps students gain “real life” experience and develop responsibility, caring and respect for others. Students are required to earn 40 hours (or the equivalent of 10 hours per each year of enrollment) of community service for an advanced or honors diploma. Students may begin to earn these hours once they complete their 8th grade year.

LIFE SKILLS PROGRAM

Life Skills is an enrichment program that provides students with valuable skills to support academic excellence and social skill development, and includes topics on social and emotional learning, study skills, environmental issues, conflict resolution, making responsible choices, self-discipline, college and career awareness and character education. Students participate in activities/projects to demonstrate their understanding of the values/lessons. Guest speakers and various forms of technology also engage students in the course content. Life Skills themes are integrated into broader school-wide activities including assemblies, instructional field trips, displays, announcements, and into the general curriculum. Parents are regularly informed about the Life Skills topics to support our effort to inspire positive principles of conduct in future leaders. The program also enables all students, including our most “at-risk” students, to have a vision and be more specific on their goals to be successful at school and during their life.

INSTRUCTIONAL FIELD TRIPS AND GUEST SPEAKERS FOR MOTIVATION

Instructional field trips are intended to allow students to gain insight, information, or knowledge that cannot be adequately developed through regular classroom instruction. Instructional field trips, therefore, are an integral part of the curriculum and are as essential to the instructional process as textbooks, equipment, and other instructional devices and teaching/learning strategies. Since not all children learn in the same way, instructional field trips allow students the opportunity to expand their intelligence in ways different from those typically available inside the classroom.

Students in all grade have the opportunity to visit a research laboratory (e.g., the Jet Propulsion Laboratory), a university campus (e.g., UCLA, USC, Caltech, UCI, and CSU-Long Beach), and to meet with scientists during these instructional field trips or through guest speakers on campus motivates our students. Especially when some of these guest speakers or people they meet during instructional field trips share the same culture with students, students find new role models. While most instructional field trips are directly related to specific, academic curricula, they also may address the need for intra- and inter- personal growth in children, and thus may be designed to promote social and emotional development and to provide for the development of the "whole" child.

HOME VISITS

Research has shown that one of the keys to successful teaching and schooling is creating personal connections with students inside and outside of school. Knowing the students’ outside interests, families, and home routines, and then using this information to connect in meaningful, individualized ways can reap huge rewards in helping to create happier, healthier, and smarter children. Recognizing these facts, MSA-5 uses home visits as one of the important features of its education program to not only improve student and school performance, but also to identify and intervene early with low-achieving students.

MSA-5 teachers visit students at their homes to enhance student learning and involvement. Family visits offer invaluable insights about students. They can provide new understanding about students' learning styles. Visits might also reveal the emotional and social needs and behaviors of students. It is helpful to know if they react to problems with tears, anger, or withdrawal, and how they socialize with peers. Through family visits, teachers can identify students' latest interests or concerns, such as a new hobby, an upcoming trip, or a change in the family.

Curriculum

All curricula at MSA-5 is based on the California state standards, including but not limited to the Common Core State Standards, and the Next Generation Science Standards. Teachers use the state-published "Frameworks for Instructional Design" in developing curriculum pacing and lesson plans.

In middle school grades (6-8), students are required to take core classes in Mathematics, Science, English-Language Arts and History-Social Science. All students are also enrolled in a daily SSR class, during which time the myON program is used. Electives are offered in Math and ELA (for additional support or challenge), Languages Other than English, Visual and Performing Arts, Physical Education, Computers and Technology, and other electives. MSA-5 offers middle school students one period of Life Skills per week.

Finally, in high school grades (9-12), students select from a variety of courses in each of the core subject areas – with graduation requirements aligned to UC/CSU "A-G" requirements – along with engaging electives in Languages Other than English, Visual and Performing Arts, Physical Education, Computers and Technology.

All students who are English Learners receive both integrated and designated English Language Development through a state approved curriculum and the California English Language Development Standards. The program and curriculum for our school's English Learners is described in detail in the sections below.

Special Education

MSA-5 will comply with all applicable State and federal Laws in serving students with disabilities, and will maintain the least restrictive environment for students with disabilities. If a student is receiving special education services, his or her Individualized Education Plan (IEP) will be reviewed in an IEP meeting at least once a year to determine how well the plan meets the needs of the student. Special education students will be mainstreamed in the regular classrooms, and receive specialized instructional materials according to their developmental level and as defined by their IEP.

MSA-5 will have 2 separate locations – one for middle school and one for high school students with disabilities – to provide academic, social-emotional learning, mental support and to create additional work spaces for Resource Specialist Program ("RSP") teachers and psychologists. In addition there will be intervention and assessment spaces. On the second floor there will be a meditation room.

The Resource Specialist Program is designed for students with disabling conditions whose needs have been identified in an IEP. While these students are assigned to a regular classroom for the majority of the school day, they also require special education services, as defined by their IEP. RSP specialist teachers and speech therapists will provide special education students with the needed individualized services. Psychology and counseling services will also be provided.

Physical Education/ Health Education

Physical Education courses are designed to help students develop psychomotor skills such as fundamental movement patterns, sports skills, and five components of physical fitness. In addition, students will develop a positive self-image and the ability to work with other classmates. The curriculum includes team sports, such as volleyball, basketball, and soccer, individual activities, such as exercises, gymnastics, and yoga, as well as group activities, such as folk dancing and games. Students will participate in skill building activities, introduction to sports and activities, and activities that link to the exploration of culture and history. The goal of the Physical Education and Health Education program is to develop a lifelong program of activity to develop and maintain healthy habits and wellness. MSA-5 will conduct its physical education program either inside a gym or in an open area.

Art, Music and Drama

Art, and Music activities will take place in specialized classrooms, which can be utilized by other subjects if needed. The music classroom will have a sink, instrument storage and will be soundproof. The art classroom will have displays, storage for the supplies and multiple sinks. In addition, the school partners with local museums, colleges and other entities for joint arts-related activities and programs, which augment the arts curriculum and offer additional opportunities to Arts and school clubs. Lastly, Drama classes will take place in a music classroom, for the performances, the gym with a portable stage will be utilized.

Academic Support Programs

Academic Support Programs such as the English Language Learner Program, Title 1 Programs, Tutoring, and Career Counseling are provided to support student achievement. Some of these programs are conducted within the regular classrooms as well as the available offices (college counselor and deans). Before school and after school programs will utilize available classrooms, lunch areas and the multi-purpose room. No specialized rooms will be required for these purposes as the school's schedule allows for classrooms and support spaces to be used for different purposes and by different teachers.

VI. Project Description: New School

MSA-5's new campus at 7111 Winnetka Ave Winnetka, CA 91306 will be designed as a math and science oriented college preparatory school. The school will serve students in grade levels 6-12.

The school will have a planned enrollment of 461 students. The class sizes vary, but 25-28 students per class is typical, with a maximum class size of 30. Physical Education class sizes will also vary, but the maximum PE class size is 60.

The facilities will include a two-story classroom building housing administration, 17 classrooms, and support facilities. Classrooms whether standard or specialized will meet California Department of Education standards. While not required by its charter petition, MSA-5 will endeavor to build a gymnasium to enhance its physical education program. In addition the campus should include the following:

- student lockers
- multi-purpose room
- lunch servery
- green space to be used as a PE
- covered outdoor seating for student lunches
- security fencing
- adequate parking and circulation.

Regular school hours are scheduled to be between 7:30 a.m. to 4:30 p.m. The school will also have before and after school programs to support academic achievement.

VII. Facility Design Concepts

New School Design Reflects the Educational Program

The design of the main building will reflect a contemporary aesthetic and generous application of glass to allow for controlled visibility and natural light. The technology and science sections of the building should be distinct in order to emphasize the technology and science orientation of the curriculum and create a strong school identity.

Two-Story Compact Building Design

The school will be located on a small 75,695 square foot square-shaped site fronting onto Winnetka Street and Gault Street. The two-story design of the main school building will maximize the use of the site, especially in terms of maximizing the area for physical education facilities and providing adequate parking and circulation within the campus.

Key Spatial Relationships

- The parking lot should allow sufficient queuing during pick-up and drop off on the premises. Vehicles will enter through Gault St exit onto Winnetka St.
- The two-story main classroom building will house school administration and classrooms. Administration office and support space should be clustered in a central area on the first floor, with some additional offices on the second floor.
- The design should be flexible so that classrooms and support spaces can be used for different purposes and by different teachers.
- The design should provide sufficient space to construct a gymnasium.

- A green space for physical education activities should be approximately situated.
- Spaces to distribute meals and seating to allow students to have meals should be provided and situated to maximize site utilization.

VIII. Site Considerations

Parking, Access, and Traffic Circulation

Most students will live within a close proximity to the school. A suggested Safe Routes to School Plan will be provided to parents and students prior to the opening of the school.

MSA-5 will not provide bussing for students so there is no need for a bus drop-off area.

Middle and high school grades may have different arrival, drop off, and pick up times which will help with traffic circulation and supervision. The school staff will provide supervision of students before and after regular school hours. They can also help direct traffic during drop-off and pick-up times.

Community Use

Currently there are no planned joint-use functions with the community or other institutions. However the gym, play fields and MPR on the school site may be made available for community use in the future on a case by case basis. These areas could be made available while the rest of the campus is secured.

MSA-5 has embraced the Community School Model as a community school. In which graduates are encouraged to commit to creating a more peaceful and inclusive global community by combining innovative thinking, effective communication, and scientific rigor. With the goal of preparing graduates to be productive, innovative, and responsible members of their communities through the pursuit of their passions and educational opportunities. By adapting the Community School Model, MSA-5 was recently awarded with a 5-year grant worth \$1.1 million. MSA-5 intends to use the funds to enhance ties between the school and the community. Along with the existing parent college service, workshops for students, parents, and community members will be given. The usage of facilities has also been considered in order to increase community involvement. The Multi Purpose Room (MPR) will be used for community gatherings such as resource fairs, family events, and gatherings of community partners. Along with the MPR, the gym will be available for community use if an Memorandum of Understanding is established with local non-profit organizations.

Security, Landscaping, and Noise Reduction

There should be a sufficiently high wall around the periphery of the school to allow for security, privacy, and deflection of noise. Landscaping at the periphery of the site should also provide privacy and noise reduction. Parking lot entrances will be gated. All doors in classrooms and the administration area will be lockable.

Utilities

The site is in an urban area with existing connections to water, sewer, gas and power. The school will be able to connect with these existing services.

IX. Room and Activity Area Requirements

Standard Classrooms

All classrooms, whether standard or specialized, should meet California Department of Education standards. Each classroom should be provided with appropriate teaching tools – i.e., smart board, white boards, tack boards, and technology infrastructure.

Science Classrooms

There will be one science lab (room 225) that includes chemistry equipment (fume hood, deluge station, eye wash station and chemical storage, fire resistant tables and desks) and one general sciences classroom. The Science lab will be at least 1300 sf and the general sciences classroom will be 960 sf. The lab will have pre-fabricated lab stations for students. Appropriate ventilation, a fume hood, an eye wash, and a deluge shower will be installed in this room in case caustic or corrosive chemicals are used. There will also be cabinets, lockable storage, and chemical resistant counters with a sink in the lab. The earth sciences classroom will have no special ventilation, fume hood, eye wash, and deluge shower because no caustic or corrosive chemicals will be used. These rooms will be equipped with water, counter space with multiple sinks, and technology infrastructure.

Computer Labs

One computer lab will be provided. In addition to technology infrastructure, there will be desks and computer stations for each student. The computer lab will be equipped with robotics equipment including a 3d printer and a smart board, two white boards, and tack boards. Computer Lab will be furnished with 25-30 laptops to provide access to the grade level appropriate curriculum. Secondly, there will be a station for robotics program as an elective course and extracurricular enhancement. In addition, approximately five 3-D printers will be available for students to apply the content skills.

Specialized Classrooms:

Special Education

Special education students will be mainstreamed in the regular classrooms and receive individualized services according to their IEP. A room of at least 240 square feet will be provided where resource specialist teachers and speech therapists can provide special education students with individualized services. An office for psychology and counseling services will also be

provided where confidentiality can be maintained. In addition the campus will include assessment spaces and a meditation room.

Physical Education

Physical education facilities will include an outdoor green space and a planned gymnasium. The on campus grounds and facilities offer sufficient space for PE classes and activities. However, offsite locations such as local parks, community centers and schools may be utilized for after school sports activities, competitions, and clubs.

Auxiliary and Support Facilities

Administration:

Administration office and support space will be located on the first floor, with a few additional offices on the second floor. The main administration office on the first floor regulates the student entrance and provides centralized services.

- Reception Area: The reception area is adjacent to the principal's office, nurse's office, record storage, and other administrative spaces. There will be lockable file cabinets, counters, and copy machines in this area.
- Principal/Vice-Principal Offices: The principal's office, vice-principals, dean, and office manager's offices are located on the first floor.
- Nurse's Office: The nurse's office needs to have a self-contained toilet room with sink, and be located adjacent to the reception area. The nurse's office will be provided with a desk, chairs, lockable storage, and an examination table.
- Staff Lounge: The staff lounge will be on the second floor. There will be cabinets, dishwasher, refrigerator, counter with sink, and microwave in this area.
- Conference Room: The conference room will be on the first floor and will be provided with a smart board, conference table, chairs and cabinets.

Multi-Purpose Room, Servery, Lunch Area:

Food service will be provided in the multi-purpose room and servery. Prepackaged meals will be distributed by staff from the servery. No food will be prepared on the premises.

There will be an outdoor covered area adjacent to the multi-purpose room/servery area for students to have their meals. Shade structures for the outdoor eating area should have integrated forms or shapes to avoid a rigid, institutional atmosphere.

Research & Collaboration

Two Seminar Rooms, one on each floor, will be available for both High School and Middle School students to collaborate and to serve as a quiet space for research in lieu of a library. MSA-5 utilizes a digital library, which students can access through chromebooks. Currently, Magnolia Science Academy-5 is contracted with myON, which ensures all students can engage in frequent, high-quality reading practice with unlimited, 24/7 access to thousands of enhanced digital books

and age-appropriate news articles and scientific journals. Digital Library is suitable for in-person, remote, or blended learning environments.

Restrooms:

The restrooms and drinking fountains are centrally located to maximize faculty supervision. In addition, the restrooms have been designed with “hold open” doors which only close during a fire. Because of this the restrooms are essentially door-less and open, though the restrooms have been laid out in such a way to allow adequate visual privacy from the corridor

X. Building Systems

Acoustics

Within the classrooms, dual pane glazing, insulated interior and exterior walls, and floors with concrete topping slabs have been designed to mitigate disruptive sound intrusion into the rooms.

Lighting

In order to maximize the general illumination of classrooms with natural light, exterior glazing will be used to the fullest extent possible. In the classrooms pendant fluorescent fixtures will supply up and down lighting to both supplement general illumination and provide task lighting at desk level. Natural light will also be maximized in the circulation areas by the planned use of Solatubes.

Climate Control/HVAC/Electrical

HVAC will include one package unit for each classroom. Natural ventilation will be provided if possible. Ductwork may be exposed in corridors and labs, while dropped ceilings will be used in classrooms.

Indoor Air Quality

Units will incorporate filters with a minimum rating of MERV 8 and where needed or recommended CO2 sensors will measure indoor air carbon dioxide levels to maintain high enough amounts of fresh air for a good air quality indoors.

Electronics & Technology Infrastructure

Technology in the classrooms will include:

- Smart classroom AV system
- Wireless network, with data ports at perimeter walls
- Phone/data communications
- Centralized clock

Technology infrastructure will also be provided to the administration area, including:

- Wireless network, with data ports at perimeter walls
- Phone/data communications
- Centralized clock

A separate IT room will also be provided.

Fire/Life Safety Systems

Sprinklers and smoke detectors will be provided throughout the building.

Handicapped Access

Handicapped access parking spaces and an accessible path of travel will be provided near the administration building. An internal stairway and elevator in the Lobby of the Administration area allows handicapped access to the second floor.

Structural

The main building is planned to be composed of structural steel. The gym building will likely be composed of concrete block.

Finishes

Classrooms will have acoustical tile ceilings, stained, polished concrete floors, and painted gypsum board wall finishes.

Appendix: Site Plan

Coversheet

Approval of Agreement with Facility Associates (Jim Bush) for Professional Services for MSA-5 Charter School Facility Program Project

Section: IV. Action Items
Item: C. Approval of Agreement with Facility Associates (Jim Bush) for Professional Services for MSA-5 Charter School Facility Program Project
Purpose: Vote
Submitted by:
Related Material: IV_C_Agreement with Jim Bush for Professional Services for MSA-5 New Construction Project.pdf



Agenda Item:	IV C: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“ MPS ”) Board of Directors (the “ Board ”)
From:	Audit & Facilities Committee
Staff Lead(s):	Patrick Ontiveros, General Counsel & Director of Facilities Mustafa Sahin, Project Manager
RE:	Approval of Agreement with Facility Associates aka Jim Bush for Professional Services in Conjunction with the Magnolia Science Academy—5 (“ MSA-5 ”) New Construction Project at 7111 Winnetka Street

1. **Action Proposed:**

MPS Staff recommends that the Board approve a contract with Facility Associates aka James Bush (“**Facility Associates**”) to provide professional services for an amount not to exceed Nine Thousand Five Hundred Dollars (\$9,500) for MSA-5’s new construction project at 7111 Winnetka Ave in Winnetka (the “**Project**”) to be funded with the proceeds from an award from the State of California Office of Public School under its Charter School Facilities Program and further approve that MPS Staff be authorized to negotiate and sign a professional services contract for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

2. **Purpose & Scope:**

Purpose

The purpose of this proposed action is to approve the hiring of Facility Associates to assist MPS Staff in obtaining California Department of Education (“**CDE**”), Office of Public School Construction and such other government approvals, as may be needed, and to maximize the state award for the Project. The Project will be funded with the proceeds of a Charter School Facilities Program (“**CSFP**”) award from the Office of Public School Construction (“**OPSC**”).

Scope

The scope of services to be provided by Facility Associates for the Project will be solely related to the Project. The scope includes, but is not limited to, the following:

- Obtaining CDE site and plan approvals including having direct conversations with CDE staff.
- Advising MPS about how to maximize its CSFP award including realizing any possible upward award adjustments.
- Reviewing the Project scope with MPS Staff and advising on strategies for successful Project delivery.

3. **Background:**



Acquisition of Winnetka Ave Property

At its December 19, 2021 meeting, the MPS Board approved MPS signing a purchase and sale agreement (“**PSA**”) for the purchase of the 7111 Winnetka Ave Property and making a good faith, refundable, escrow deposit of Two Hundred Thousand Dollars (\$200,000). Escrow for the purchase and sale of the Property was opened on December 22, 2021. MPS exercised all three (3) of its options to extend the contingency period. At its June 16, 2022 meeting the Board approved the waiver of the contingencies. At the June 16th meeting the Board also approved a loan from CLI Capital to fund the acquisition of the Property.

MPS assigned to MPM Sherman Winnetka LLC (“**Winnetka LLC**”) the right to acquire and take title to the Property with a loan from CLI Capital. Winnetka Ave LLC is a subsidiary of Magnolia Properties Management, Inc., a 501(c)(3) support corporation. Concurrent with the foregoing assignment, MPS entered into a lease for the Property with Winnetka Ave LLC. Escrow on the Property closed on October 21, 2022.

CSFP Award

MPS Staff applied for funding to the OPSC’s CSFP program during the application period held from May 2nd to June 3rd. CSFP provides funding to charter schools for new school facilities. On October 26, 2023, the State Allocation Board (“**SAB**”) approved a preliminary apportionment in the amount of . Awards made by CSFP are 50% loan and 50% grant. The loan portion is paid back by the award recipient and is amortized over 30 years.

The CSFP award will be used to construct a new campus for MSA-5 which is currently co-located with MSA-1 on MSA-1’s campus. MPM Sherman Winnetka LLC, a wholly owned subsidiary of Magnolia Properties Management, Inc., a 501(c)(3) support organization, closed on the property located at 7111 Winnetka Ave for the purpose of constructing and leasing a new campus to MSA-5.

Architect of Record Selection

The DLR Group was selected as the architect of record for the Project at the Board’s January 12, 2023 meeting.

Construction Manager Selection

At its April 13, 2023, the Board approved the selection of Erickson-Hall Construction Inc. as the construction manager (“**CM**”) for the Project under a multi-prime delivery method.

4. Analysis & Impact:

MPS Staff in collaboration with DLR Group is working with CDE staff to gain site and plan approval for the Project. Jim Bush helped MPS with its Prop 1D award and State of California approvals, including securing its funding, for its MSA-Santa Ana project. Staff believes he will successfully help MPS navigate the State approvals and help achieve a successful Project delivery.



He has worked in this space for numerous years and has helped many charter schools navigate the State approval processes.

5. **Budget Implications:**

The estimated \$9,500 worth of costs for this agreement will be paid for with the proceeds from the CSFP award. Therefore, there will be no impact on MSA-5's operating budget.

6. **Exhibits:**

None

Coversheet

Approval of Agreement with Yesco to Provide Two Digital Stand Alone Signs for MSA-San Diego

Section: IV. Action Items
Item: D. Approval of Agreement with Yesco to Provide Two Digital Stand Alone Signs for MSA-San Diego
Purpose: Vote
Submitted by:
Related Material: IV_D_Yesco Agreement for MSA-SD Installment Services.pdf



Agenda Item:	IV D: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (" MPS ") Board of Directors (the " Board ")
From:	Audit & Facilities Committee
Staff Lead(s):	Mustafa Sahin, Project Manager Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval of Agreement with Yesco to Provide and Install Two (2) Digital Stand-Alone Signs for MSA-San Diego

1. **Action Proposed:**

I move that the Board approve the award of a contract to provide two (2) digital stand-alone signs for Magnolia Science Academy San Diego (MSA SD) at 6525 Estrella Ave, San Diego, CA 92120 (the "**Project**") to Yesco for a total not to exceed fee of \$98,832.71 (\$89,938.83 contract price *plus* 10% contingency or \$8,993.88) and further approve that MPS Staff be authorized to negotiate and sign a professional services contract for said services in such form as MPS Staff may deem appropriate and in the best interests of MPS.

2. **Purpose:**

The purpose of this proposed action is to approve the selection of YESCO to provide 2 digital stand-alone signs for MSA SD and to authorize MPS Staff to negotiate a final contract with YESCO. The Project will be funded with funds from the San Diego Repair & Replacement Fund established as part of the 2017 bond financing.

3. **Background:**

Staff issued an RFP for digital signs on November 22, 2021 (the "**RFP**"). The RFP was sent to several vendors and was also posted on the MPS website. A copy of the RFP is attached as Exhibit A. Staff received 2 proposals for this Project. Since MSA-SD occupies its campus under a ground lease with the San Diego Unified School District, SDUSD had to review and approved the Project. The SDUSD approval took many months to obtain.

After careful consideration, MPS Staff determined that the YESCO proposal was the best fit for the Project including but not limited to the following reasons: years of experience and positive reference checks. YESCO's proposal to the RFP is attached as Exhibit B. All responses may be found with this [link](#).



4. Analysis & Impact:

The new sign will replace the existing wood sign at the corner of Estrella Ave and Zion Ave. It will have a rolling marquee, allowing the school to communicate pertinent information to the surrounding community.

5. Budget Implications:

The Project will be funded with proceeds from the San Diego Repair & Replacement Fund which was established as part of the 2017 tax exempt bond financing. Therefore, the Project will have no impact on MSA-SD's operating budget.

6. Exhibits:

- Exhibit A RFP (Pg. 4)
- Exhibit B YESCO's updated RFP proposal (Pg. 11)
- Exhibit C Electronic Sign Design (Pg. 17)



EXHIBIT A

RFP



MAGNOLIA PUBLIC SCHOOLS

Request for Proposals
to Provide Two (2) Digital Signs at
Magnolia Science Academy | San Diego

Due Date:

November 22, 2021

1.0 INTRODUCTION

Magnolia Education & Research Foundation doing-business as Magnolia Public Schools ("MPS"), a charter school management organization, operates Magnolia Science Academy San Diego ("MSA-SD") located at 6525 Estrella Ave in the City of San Diego. MSA-SD is located on land owned by and leased from the San Diego Unified School District.

The purpose of this RFP is to solicit bids to install two (2) digital signs -- a wall mounted sign and a stand-alone/marquee sign at the premises. Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used.

The locations are shown on Exhibit A.

Site Tour

A site tour will be facilitated.

Proposals Due

Responses to the RFP are due no later than **5:00 PM (PST), Monday, November 22, 2021**, to the following individual:

Mustafa Sahin
Facility Project Manager
Magnolia Public Schools
250 East 1st Street
Suite 1500
Los Angeles, CA 90012
msahin@magnoliapublicschools.org
760-587-6031

Questions regarding this RFP may be directed to the individual identified above via email.

Proposal Format:

One (1) electronic PDF copy (by email) of your proposal must be delivered to the person indicated by the deadline stated above. Please endeavor to keep any emailed material to a single manageable file size (at or about 10 MBs) so that it may be easily distributed to the Selection Committee.

Respondents are encouraged to only include information pertinent to the Project and the Selection Committee's ability to select the vendor best suited to successfully complete this job.

Interviews:

Interviews will be held at the discretion of MPS and MSA-SD. Interviews, if any, are expected to be held on November 23rd via zoom call. Time is to be determined.

If interviews are held, respondents will meet with the Selection Committee for approximately ½ hour to 1 hour. The interview will be an open, unscripted format. Respondents will have 20 minutes to present any information they feel is pertinent followed by questions and answers and general discussion.

Selection Committee:

The Selection Committee will be composed of representatives from MPS and MSA-SD.

1.1 Timeline

RFP Distributed:	November 16, 2021
Proposals Due:	November 22, 2021
Interviews, if any (exact date and time TBD):	November 23, 2021
Selection Announced:	November 23, 2021
Contract Execution:	December 15, 2021

2.0 PROJECT DESCRIPTION

The Project is to install two (2) digital signs where the school can update with its announcements, post pictures, and show videos as needed.

1st one needs to be wall mounted at the main office wall, facing to the parking lot, minimum size is 3'x7',

2nd one needs to be installed at the corner of Estrella Ave and Zion Ave, as a stand alone marquee/pole sign, minimum size is 5'x10'

The installation areas are shown on Exhibit A.

3.0 PROPOSAL FORMAT

Respondent shall format its response as set forth below to facilitate timely review and selection. Please be specific to the RFP, and do not include materials not explicitly requested, such as generic marketing materials.

Your response should include the following:

- Letter of interest
- Name of your company and the individual responsible for the account
- Restate all the requirements of Section 4.0 and provide responses to each

See Section 1.0 for additional proposal format clarifications.

4.0 PROPOSAL REQUIREMENTS

4.1 Vendor Qualifications and Experience

4.1.1 Vendor Description.

Provide a description of your company and why it is qualified to undertake the Project. Please describe any similar projects your company has completed, including any similar projects submitted to and approved by DSA.

Provide the following:

A minimum of three (3) references, including

- (a) name and scope of the project
- (b) client name and contact information
- (c) contract amount

4.1.2 Qualifications and Experience of Key Personnel.

Identify the person(s) that will be principally responsible for working with the MPS and leading this engagement and their qualifications and experience.

4.1.3 Insurance.

Provide a description of vendor's insurance coverage.

4.2 Cost

Respondent's proposal should include an overall not to exceed cost and should be broken down in detail. The proposal should also provide a break-down of any and all other costs and fees including, but not limited to, labor, delivery fees, installation fees, applicable taxes, etc.

4.3 Product Information

Respondent will confirm its ability to provide the Project as described above in Section 2.0. Where a respondent believes there are multiple options for the Project, the respondent may provide such alternatives explaining the difference in each alternative and describing the cost differences.

Respondent will also identify any other work that needs to be completed in conjunction with this Project – for example, connecting the signs to power sources – and will state whether it can perform that work or whether another vendor must be used for such purpose.

4.4 Warranty Information

Provide a description of the warranty provided for the Project.

4.5 Schedule

MPS and MSA-SD desire to complete this project as soon as possible, please also provide the expected duration and completion of the project. Note that, due to its lease agreement with San Diego Unified School District, MPS and MSA-SD will seek approval from the SDUSD for placement of the signs on the premises.

4.6 Contract

The successful respondent will be required to sign an agreement with Owner in the form of Exhibit B (AIA Document A105-2017). Please provide an affirmative statement of respondent's concurrence or else any changes that respondent desires to make to the form agreement attached as Exhibit B.

5.0 CONTACT

Questions to Owner will be accepted via email by the Facility Project Manager identified above. Answers to questions will be provided to all participants as available.

6.0 RFP/Q EXHIBITS

Exhibit A	School Map
Exhibit B	Form of Contract

7.0 BID ACCEPTANCE/REJECTION

The Owner reserves the right to reject any or all proposals or cancel the solicitation process at its sole discretion.

8.0 PROPOSAL VALIDITY

RFP responses shall be valid until execution of a contract, which is expected to occur on or about December 15, 2021. No changes to information received within the Respondent's proposal shall be changed or altered without approval by the Owner.

Exhibit A School map

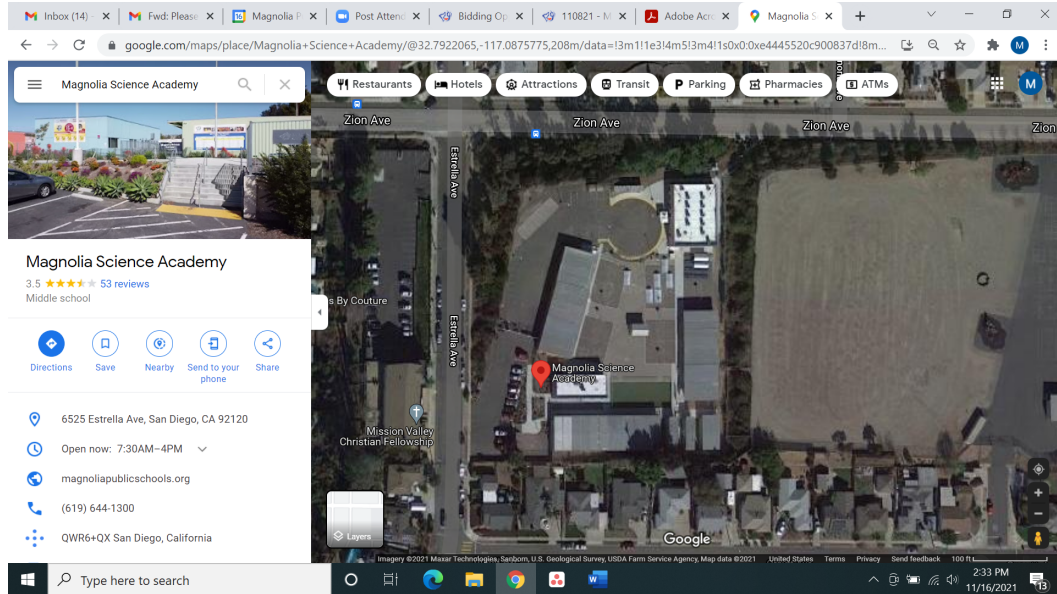


Exhibit B

Form of Contract

(AIA Document A105™-2017)



EXHIBIT B

YESCO's updated proposal.



Agreement

For Work At

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Billing Address

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Account Executive

100699 Sheri Stahlheber
sstahlheber@yesco.com

Yesco Signs LLC
10235 Bellegrave Avenue
Jurupa Valley CA 91752
United States

Date	Project Number	Project Description	Terms	Pricing Valid Until	Deposit
05/15/2023	PRY-35402	Magnolia Science Academy	Net 30	06/15/2023	\$44,969.42

Item	Amount
<p>California Sign Sales</p> <p>Remove and dispose of existing wood sign.</p> <p>Supply and, install two (2) single face electronic message sign install onto two 4' x 4' steel poles at 8' overall height. Specs for electronics are as follows: Brand: Watchfire Pitch: 16mm Cabinet Size: 5.2-3/4" x 10-1-1/4" Full Color Communication: Cell Modem 5 year Parts Warranty</p> <p>No Prevailing wage included per customer.</p> <p>Electrical requirement is 120V/20A circuit provided by others or to be existing.</p> <p>Approximate lead time is 10-16 weeks.</p>	\$78,624.33
<p>Maintenance Agreement</p> <p>Maintenance Agreement 12 months</p>	\$8,684.58
<p>Maintenance Coverage</p> <p>Two single face electronic message signs, 5'-2-3/4" x 10'-1-1/4" and one 2'-9" x 7'-7"</p> <p>CONDITIONS AND EXCLUSIONS: All electrical components and labor for the above mentioned items are included in the monthly price. Agreement does not cover faces, painting, cleaning, breakers, contactors, main feed wires, photo cells, time clocks, lenses, gaskets or vandalism. All covered items must be brought to 100% prior to commencement of maintenance agreement. YESCO will maintain and service the product(s) listed above according to the terms hereof, by furnishing the maintenance services listed below:</p> <ul style="list-style-type: none"> - Replace defective L.E.D.'s - Replace defective L.E.D. Power Supplies - Maintain remote electronic display computer - Maintain host electronic display computer 	

Item	Amount
<p>Creative Services – Startup Package Standard 6 Static Messages OR 3 Animations ___ Six custom static messages OR ___ Three custom animations (not to exceed 5 seconds each) and one standard static message for ten federal holidays for a pixel matrix of ___pixels high x ___pixels long. Total of 16 static messages OR 3 animations and 10 static holiday messages.</p> <p>Customer hereby acknowledges that the costs for obtaining permits are excluded from the price of this agreement. Charges for procurement, design, engineering and inspection, required by the permitting process will be billed to the customer on a time and material basis. Permit fees will be billed to customer at cost.</p> <p>Payment Terms 50% of Total Price due upon acceptance of this Agreement, balance is due 30 days after completion of installation.</p>	<p>\$599.00</p>
Subtotal	\$87,907.91
Tax Total (%)	\$2,030.92
Total	\$89,938.83

Agreement Acceptance

YESCO's Standard Terms and Conditions, available below and at www.yesco.com/terms/standardtermsandconditions.pdf, are an integral part of this agreement and are incorporated by reference. San Diego Unified School District acknowledges that it has accessed and reviewed the Standard Terms and Conditions. Upon acceptance by an authorized agent of YESCO LLC, this agreement becomes effective as of the last date signed below. This document is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.

San Diego Unified School District	YESCO LLC
Signature	Signature
Title	Title
Name	Name
Date Signed	Date Signed

Standard Terms and Conditions

1. Terms: The terms and conditions described in this document are incorporated by reference into a written estimate, quotation, proposal, agreement, order, or other transaction form ("Transaction Document") (together with these YESCO Standard Terms and Conditions, the "Agreement"), and pertain to the manufacturing, repair, service, installation, or other goods or services provided by YESCO (the "Work", "goods", and/or "services") as requested by you, the Customer, as further described in the Transaction Document. "YESCO" refers to the entity providing the Work, as identified in the applicable Transaction Document, or in the absence thereof, YESCO LLC, a Utah limited liability company, doing business in California as YESCO Signs LLC.

2. Pricing Exclusions: YESCO's pricing does not include sales and use taxes, tariffs, customs fees, duties, or other charges levied by customs or taxing authorities, including any material cost increases due to the escalation of any of these costs ("Assessments"). Assessments may be noted in the Transaction Document; however, they are only estimates. You agree to pay the actual cost for these Assessments as invoiced by YESCO. You agree to bear the risk of Assessment increases in excess of the amounts included in the Transaction Document, including increases due to changes in sales tax rates, tariff increases, or similar occurrences.

3. Payment: In the absence of specified payment terms in the Transaction Document, you agree to pay 50% of the purchase price upon signing this Agreement and to pay the remaining balance upon completion of the Work. You agree to pay monthly payments, if any, on the first business day of each month in advance. If you choose to make payment(s) by credit card, you agree to pay a 2% surcharge on the total amount of such payment(s).

4. Inspection: You must carefully inspect the Work within ten calendar days after delivery. If the Work does not meet the written requirements as described in the Transaction Document, or if the Work has any defect in manufacture, installation, or operation, you must give YESCO written notice of the nonconformance or defect claimed within five calendar days. ABSENCE OF SUCH WRITTEN NOTICE SHALL BE CONCLUSIVE EVIDENCE THAT THE WORK IS ACCEPTABLE TO YOU AS DELIVERED. If a third-party carrier delivers any goods, you must inspect the goods and promptly notify YESCO and the carrier if any damage exists before moving the goods from the place of delivery. If damage exists, you must retain the packing materials and otherwise comply with all requirements necessary to preserve all claims against the carrier. If you or your agent moves the goods before inspecting the goods, accept the goods in a damaged condition, or otherwise fail to comply with the requirements of this paragraph, YESCO shall have no responsibility for defects notwithstanding the warranty set forth below.

5. Installation: If the Work involves installation of goods, additional work beyond that contemplated in the Agreement will be required if YESCO encounters subsurface or concealed conditions which are extraordinary or unexpected such as subsurface water, caliche, rock, utilities, or pipelines. You must compensate YESCO for such additional work on a time and materials basis at YESCO's standard rates. Further, YESCO shall not be responsible for damage to underground pipes, sewer lines, sprinkling systems, or any other underground obstructions unless notified of them in writing prior to commencement of the Work. Absent such written notification, you agree to pay for any resulting damage. YESCO is not an Exterior Insulation and Finish System ("EIFS") contractor, and if YESCO's responsibilities hereunder involve penetrations of EIFS, YESCO will seal such penetrations with products and procedures that are common in the sign industry—but which may not meet EIFS warranty requirements. YESCO shall thereafter have no responsibility for damage resulting from the penetrations.

6. Limited Warranty:

A. New Signs, Lighting, and other Manufactured Products. YESCO warrants that goods and services provided by YESCO (other than electronic displays and digitally-controlled lighting products) will be free from material defects in workmanship and materials for a period of one year from the date of delivery. This includes materials and factory labor. On-site labor is included only where YESCO performs the installation. Upon expiration of the one-year warranty, the goods are warranted solely in accordance with the manufacturer's separate warranty, if any. Electronic displays and digitally-controlled lighting products, related controllers, and similar components are warranted solely in accordance with the manufacturer's warranty, if any.

B. Service and Retrofit Services. YESCO warrants that service, repair and/or lighting retrofit services will be free from material defects in workmanship for a period of 90 days from the completion of the repair, maintenance, and/or retrofit. This includes on-site labor only; any goods are warranted solely in accordance with the manufacturer's warranty, if any. YESCO's warranties exclude damage caused by ordinary wear and tear, accident, abuse, misuse, misapplication of electricity, extreme winds or rain, hail, wildlife or rodent damage, or other casualty, unless the same is caused solely by YESCO. YESCO SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY TYPE, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR PURPOSE. YESCO will either repair or replace, at YESCO's election, any part of the goods or services that prove to be materially defective during the warranty period, in accordance with the terms of the above warranties.

7. Extended Warranty: If the Work expressly includes an extended warranty for the recurring maintenance, service, or repair of goods over a term for a one-time, up-front payment or periodic payments over term, the provisions of this paragraph will apply. So long as your payment obligations are current, and you are not in default to YESCO or any YESCO affiliate under any agreement (e.g., a lease agreement), including this Agreement, YESCO agrees to service the goods only as described in the Work. When the goods require service, you agree to notify YESCO in writing, and YESCO shall, if practicable (e.g., parts are immediately available) and unless otherwise provided in this Agreement, acknowledge the request within five business days. YESCO's extended warranty obligations are inapplicable to damage for the same exclusions set forth in the limited warranty above, unless and to the extent the same is caused by YESCO. In the event that parts or materials become unavailable or in the event the goods or any components are or become unusually difficult or unsafe to access, YESCO may cancel its extended warranty obligations with respect to the affected goods or components and your exclusive remedy is for YESCO to proportionately credit any up-front payment or proportionately credit your periodic payment for the same. In the event that service is performed by a third party without the authorization of YESCO, YESCO may, at its option, suspend or terminate its extended warranty or service obligations without any credit to any up-front payment or reduction to any periodic payment upon written notice to you.

8. Risk of Loss, Damage or Destruction; Insurance: Except to the extent of damage caused by the negligent or otherwise wrongful acts of YESCO, you bear all risk of loss or damage to any goods, including, without limitation, loss or damage caused by seizure, casualty, vandalism, terrorism, accident, theft, riot, strike, insurrection, war, fire, and acts of God. Any shipments are FOB YESCO. Until your obligations are fully satisfied, at your sole cost and expense, you must insure any goods against loss or damage at least in the amount owed to YESCO for the Work, and you must name YESCO as loss payee with respect to such insurance.

9. Liens and Taxes: Until your obligations are fully satisfied, at your sole cost and expense you must maintain the Work free and clear of all levies, liens, and encumbrances. You must declare as required, and pay when due all taxes, fees, assessments, charges, and all associated penalties and interest (collectively "Assessments"). If YESCO, at its option, pays any Assessments, you must immediately reimburse YESCO for the same.

10. Security Interest: Until your obligations are fully satisfied, you agree that the Work and related goods are YESCO's property, free of any ownership claim by you, the owner of any adjacent realty, or the creditors of either. To secure the performance of your obligations, including, without limitation your payment obligations, you grant to YESCO a security interest in the goods and permission to perfect, assign, amend, continue, and terminate the security interest in any way allowed by applicable law, both as to personal property and as to fixtures.

11. Default: If you default in the payment of any amount when due, or fail to perform any other obligation in this Agreement after delivery of the Work or after YESCO is ready to perform the Work, whichever first occurs, or if at any time bankruptcy, receivership, or other insolvency proceedings are commenced by or against you or any guarantor, you will, without notice, become obligated to immediately pay to YESCO an amount equal to the sum of 1) all previously billed but unpaid amounts, and 2) all unbilled remaining amounts and other payments owed to YESCO pursuant to

any other agreement between you and YESCO or any of YESCO's affiliates. In addition, YESCO has the right to stop the Work, including, without limitation, suspending warranty obligations until YESCO is paid in full. You agree that these remedies for default are fair and reasonable compensation for the damage to YESCO resulting from your breach, and are not a penalty. YESCO's acceptance of a late payment(s) or forbearance of any other event of default shall not operate as a waiver of YESCO's rights as to any subsequent late payment(s) or any other event of default.

12. Repossession: If you fail to make any payment when due or otherwise default in any of your obligations in this Agreement, YESCO may terminate this Agreement and may (but has no obligation to) repossess the goods or any component(s) thereof, without resort to judicial process, and without liability for trespass. YESCO's right of repossession includes the right to remove the goods, and also to disconnect or otherwise render the goods unusable. Repossession is not an acceptance of your surrender of the goods, and shall not require patching painting, touch up, etc. afterwards. YESCO's rights of termination and repossession shall be in addition to and not as an alternative to YESCO's right to its other remedies in this Agreement and any other remedy available at law or in equity.

13. Indemnification: Except to the extent of YESCO's negligence or willful misconduct, you agree to indemnify, defend, and hold harmless YESCO and its officers, directors, employees, agents, and subcontractors from any and all claims, costs, expenses (including reasonable attorney's fees), damages, and liabilities, at law or in equity arising out of or related to the Work. The provisions of this paragraph shall survive the completion of the Work and/or the termination of the Agreement.

14. Disputes: The parties agree to use good faith efforts to resolve any claims or disputes that may arise. If unsuccessful for any reason, at YESCO's sole option and upon YESCO's written notice to you, such claims or disputes may be submitted to formal mediation, with each party to pay one-half of the costs. In the event of litigation, venue of any action shall be in Salt Lake County, State of Utah. This Agreement shall be governed and construed in accordance with Utah law, without regard to its conflict of laws provisions. YESCO shall not be liable for special, indirect, incidental or consequential damages, including lost profits, irrespective of cause or theory. If YESCO places this Agreement with a collection agency or an attorney for collection or enforcement, you must pay all costs and expenses resulting therefrom, including reasonable attorneys' fees.

15. Possession, Transfers, and Assignment: Until your obligations herein are fully satisfied, you must keep any goods in your sole possession and control, and will not allow the goods to be modified, relocated, removed, or otherwise tampered with in any way without YESCO's prior written consent. If you determine to sell or otherwise transfer ownership (or other rights) to your business assets, the Work, or the real property on which any goods are located, you agree to deliver to YESCO written notice of such intention at least 30 days prior to closing. At the time of closing and with proceeds therefrom, you agree to pay to YESCO all amounts then outstanding and all unbilled remaining amounts owed to YESCO, unless YESCO has previously agreed in writing to your assignment of this Agreement. All the terms and conditions hereof shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the respective parties, including, if applicable, successors to your interest in the Work, the real property upon which any goods are located, and any successor owners of interests in any of your business assets. You may transfer your interests, rights, and obligations in this Agreement only upon the prior written consent of YESCO. YESCO may assign its interests, rights, and obligations in this Agreement as may be expedient to perform the Work.

16. Your Special Duties: You agree to warrant and obtain and maintain all necessary access rights (including computer access, if necessary) for YESCO to safely perform the Work on the premises for which the Work is ordered, and to disconnect, render unusable, and/or remove the Work, or any component or part thereof, free and clear of lien, encumbrance, or claim of trespass. You agree to indemnify YESCO against and hold YESCO harmless from damage or expense resulting from a breach of this provision. The Work excludes primary-side electrical and communication wiring, service, controllers (e.g., timers and photo cells), circuit breakers, and fuses. At your own expense, you agree to furnish and maintain power lines, controllers, and data service as necessary for the performance of the goods and compliance with applicable law, and agree to install the same as designated by YESCO ready and in place for connection to the goods at the intended time of installation. For Work in Colorado, connection of the goods to electrical power is excluded from the Work unless specifically described in the Agreement as an inclusion. You agree to provide all necessary reinforcements to any previously existing building, pole, base, or any other object or surface on which the goods will be installed, or which will be utilized by YESCO in the installation or access thereof, if applicable. You agree to advise YESCO in writing of all cellular antennas, microwave, and other equipment or hazards that may be dangerous to workers. YESCO's performance is subject to you properly securing or otherwise rendering safe all such dangers whenever YESCO's employees will be in the area.

You agree to bear all permitting and other compliance costs and risks pertaining to federal, state, or local laws, regulations, and ordinances or authoritative interpretations that relate to the placement, configuration, operation, and use of the goods and services. You acknowledge that outdoor advertising laws generally prohibit advertisements that are not the principal business, products, services, or activities where the advertisement is located. You agree to be solely responsible for the procurement of outdoor advertising permits (if desired) and compliance with outdoor advertising laws. You acknowledge and agree that your rights, whether arising under contract, permit from a land use authority, or otherwise, to install or operate the Work may be or become subject to revocation, limitation, suspension, condemnation, modification, restriction, or adverse interpretation by judicial, governmental agency, or other third party action. Upon the occurrence and during the pendency of any such event, you will not be released from your payment obligations under this Agreement.

17. Miscellaneous Provisions:

A. No statement made by YESCO's account executive(s) will be binding on YESCO unless incorporated in this Agreement in writing. Although the Agreement may be signed by YESCO's account executive(s), the Agreement shall not be binding upon YESCO for any purpose until an executive officer or another authorized agent of YESCO accepts this Agreement by providing a written signature evidencing such acceptance on the applicable Transaction Document.

B. Time is of the essence. All past due amounts shall bear an annual interest rate of the lesser of 18% percent or the maximum rate allowed by law.

C. Performance by YESCO shall be subject to delay due to strike, labor dispute, breakage, fire, unforeseen commercial delays, infectious disease, epidemic, pandemic, insurrection, war, acts of terror, acts of God, governmental regulation, or other causes beyond YESCO's reasonable control.

D. YESCO shall not be responsible for radio or television interference, nor for the replacement of light emitting diodes, neon tubing or other tubing because of color change or reduction of brilliance.

E. YESCO's listing of contractor's licenses available on the Internet at <http://www.yesco.com/licenses.html> is incorporated by reference herein.

F. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the intent and economic effect of the original provision to the fullest extent permitted by law, and the remaining provisions shall continue in full force and effect.

G. Except for original works created by you or your agents, all designs, animations, or other advertising content (collectively, "Content") provided by YESCO is the sole property of YESCO. You warrant that you have the full legal right to use any original works created by you and delivered to YESCO by you for your use. You are granted a non-exclusive, non-transferable license to use the YESCO-owned Content for so long as you operate your business. You agree to not create derivative works of the YESCO-owned Content. YESCO may reject any request for Content that YESCO determines may reflect adversely on the character, integrity, or standing of any person or business.

This Agreement is a complete integration and final expression of the agreement between the parties, and may not be amended, supplemented, or otherwise modified except by written agreement executed by authorized representatives of each.



Invoice

Bill To

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Ship To

Magnolia Science Academy
6525 Estrella Ave
San Diego CA 92120
United States

Remit To

Yesco Signs LLC
10235 Bellegrave Avenue
Jurupa Valley CA 91752
United States

Project Number / Invoice #	Terms	Account Executive
PRY-35402	DUE UPON ACCEPTANCE	100699 Sheri Stahlheber

Item	Amount
Down Payment Invoice for 50% (Prefunding)	\$44,969.42
Total	\$44,969.42

ACH Payment Authorization

By completing your ACH information below, you authorize YESCO to withdraw all payment(s) pursuant to the Agreement on the applicable due date (s) from Customer's depository account as described below. Written revocation of this authorization must be received by YESCO with at least 30 days prior notice.

Name on Bank Account		
Name of Bank	Checking	Savings
Bank Account Number		
Routing Number	Bank City and State	
E-mail Address for Receipt	Phone	
Authorized Signature	Date	



EXHIBIT C

Electronic Sign Design

MAGNOLIA SCIENCE ACADEMY

SUPPLY AND INSTALL ONE (2) ELECTRONIC POLE SIGNS

6525 Estrella Ave., San Diego, CA 92120

Table of Contents:

Sheet CV..... Cover Page
 Sheet SP 1..... Site Plan, Vicinity Map
 Sheet SP 2..... San Diego Parcel Map
 Sheet DSN 1.0..... SIGN A - Pole - Rendering
 Sheet DSN 1.1..... SIGN B - Pole - Rendering
 Sheet DSN 1.2..... SIGNS A and B - Pole - Specifications

GENERAL NOTES:
 All work shall comply with
 2022 California Building Code
 2022 California Electrical Code
 2022 California Energy Code, Title 24
 2022 California Fire Code
 2022 California Green Building Standards Code
 2022 California Mechanical Code

GENERAL NOTES
 NOTE: CUSTOMER TO PROVIDE TITLE 24 COMPLIANT SIGN LIGHTING CONTROLS (AUTOMATIC TIME SWITCH & PHOTO CELL)
 CUSTOMER TO PROVIDE PRIMARY POWER TO EACH SIGN LOCATION
DEDICATED SIGN CIRCUIT

 This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

California Region
 CALIFORNIA CONTRACTOR LICENSE NO. 980688
LOS ANGELES
 10235 Bellegrove Avenue
 Jurupa Valley, CA 91752
 (866) 959-3726



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PROJECT NAME / LOCATION:



Magnolia Science Academy
 6525 Estrella Ave.
 San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
 Sheri Stahlheber
 DESIGNER: DATE:
 Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
PA Nolen	09/02/21
Relocate wall sign / Reduce dimensions	09/02/21
Relocate sign / Reduce dimensions	09/02/21
Relocate sign to 8'-0"	XX/XX/XX
R2 LT	05/24/23
Relocate Sign B	

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.
 Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.
 Note: The proportion of signs shown on building and landscape area photos is an approximate representation.
 Note: This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

SHEET:

CV

SIGN KEY

SCOPE OF WORK:

- Remove and junk existing wooden sign;
- Supply and install new 5'-2¾" x 10'-1¼" Electronic Pole Sign.
- Supply and install new 2'-9¼" x 7'-7¾" Electronic Wall Sign.
- Fabricate and install new 2'-0" x 7'-7¾" ID Sign, Integral with Wall EMC

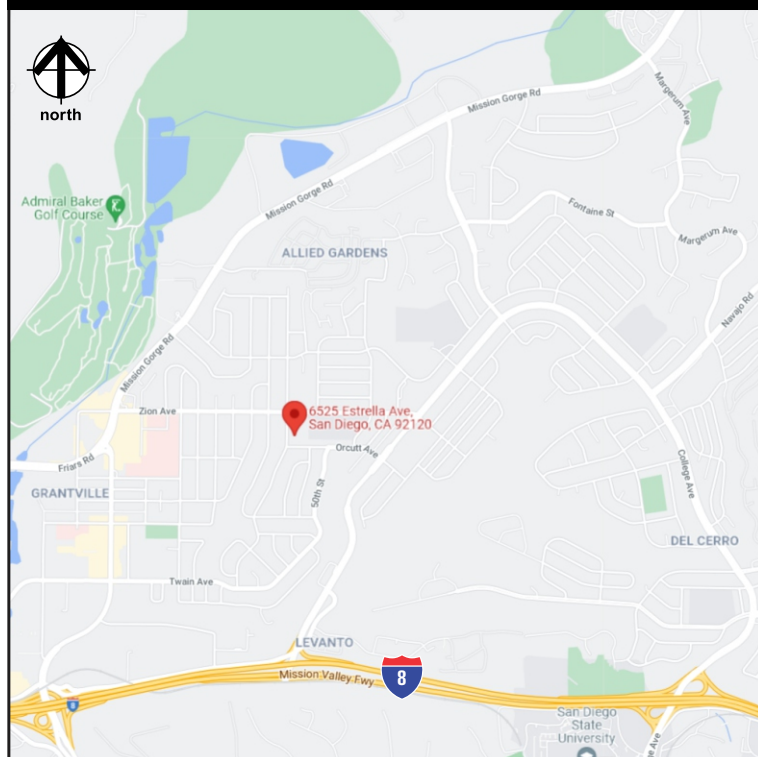


A Pole Sign Location #1



B Pole Sign Location #2

VICINITY MAP



SITE PLAN



SITE PLAN
Scale: N.T.S.

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Magnolia Science Academy
6525 Estrella Ave.
San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
DESIGNER: **Lance Taylor** DATE: **09/02/21**

REVISIONS:

DESIGNER:	DATE:
PA Nolen	05/11/22
Relocate wall sign /	05/11/22
Relocate sign / Reduce	05/11/22
Height to 8'-0"	XX/XX/XX

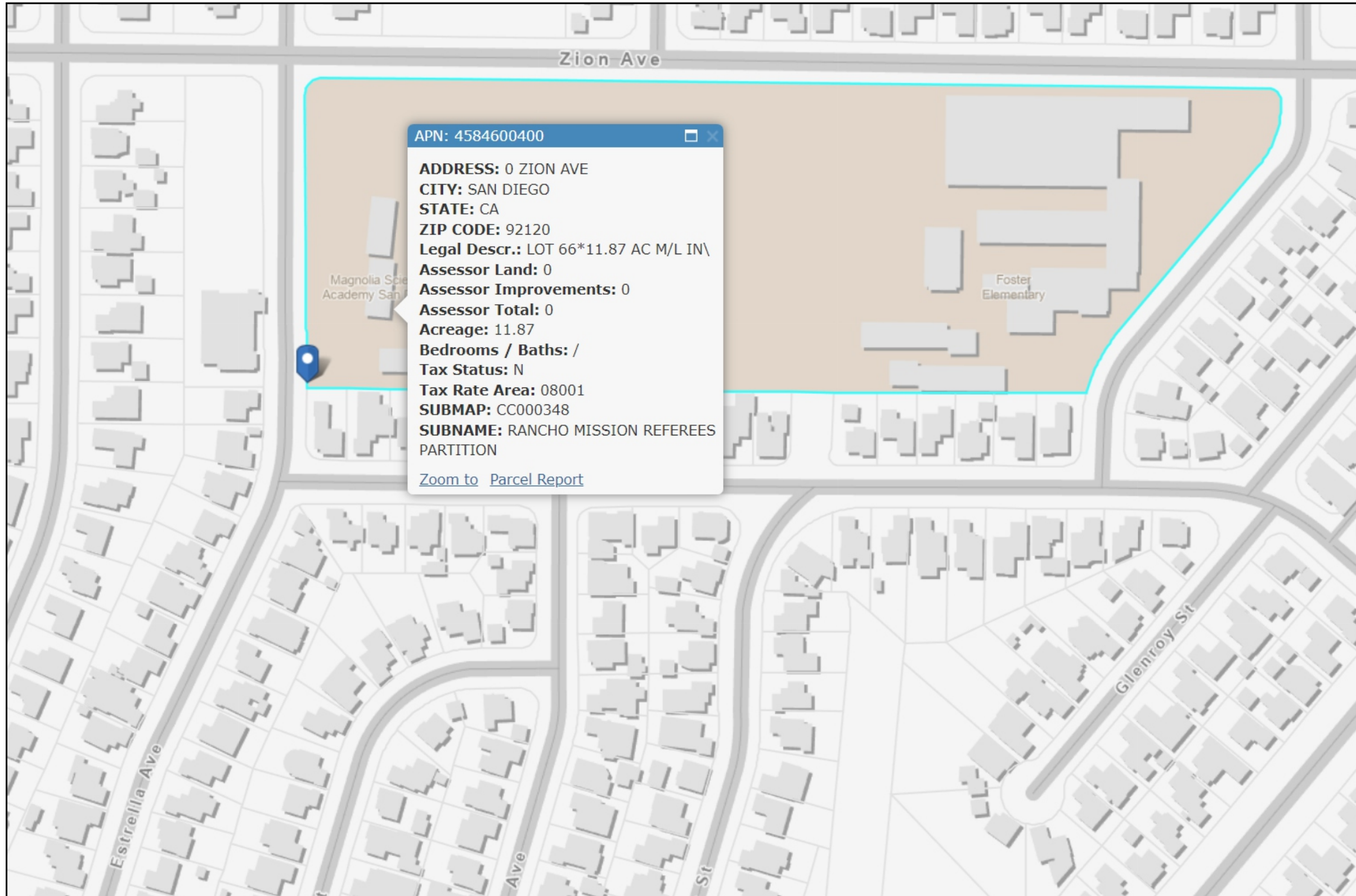
R2 LT 05/24/23
Relocate Sign B

Lance Taylor

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SHEET:

SP 1



APN: 4584600400

ADDRESS: 0 ZION AVE
CITY: SAN DIEGO
STATE: CA
ZIP CODE: 92120
Legal Descr.: LOT 66*11.87 AC M/L IN\
Assessor Land: 0
Assessor Improvements: 0
Assessor Total: 0
Acreage: 11.87
Bedrooms / Baths: /
Tax Status: N
Tax Rate Area: 08001
SUBMAP: CC000348
SUBNAME: RANCHO MISSION REFEREES PARTITION

[Zoom to](#) [Parcel Report](#)



San Diego Parcel Map

California Region

CALIFORNIA CONTRACTOR LICENSE NO. 980688

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 6525 Estrella Ave.
 San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
 Sheri Stahlheber
 DESIGNER: DATE:
 Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
JA Nolen	09/02/21
JA Wall sign /	09/02/21
JA Sign / Reduce	09/02/21
JA to 8'-0"	09/02/21

R2 LT 05/24/23
 Relocate Sign B

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SHEET:

SP 2



A POLE MOUNTED S/F SAMSUNG PRISMVIEW XPR-B 12X6 - LOCATION #1
SCALE: N.T.S.

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CALIFORNIA CONTRACTOR LICENSE NO. 980688
LOS ANGELES
10235 Bellegrove Avenue
Jurupa Valley, CA 91752
(866) 959-3726



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PROJECT NAME / LOCATION:



Magnolia Science Academy
6525 Estrella Ave.
San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
DESIGNER: Lance Taylor DATE: 09/02/21

REVISIONS:

DESIGNER:	DATE:
PA Nolen	02/11/22
Reduce wall sign /	02/11/22
Reduce sign / Reduce	02/11/22
height to 8'-0"	XX/XX/XX

R2 LT 05/24/23
Relocate Sign B

Lance Taylor

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.
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SHEET:

DSN 1.0



B POLE MOUNTED S/F SAMSUNG PRISMVIEW XPR-B 12X6 - LOCATION#2
SCALE: N.T.S.

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CALIFORNIA CONTRACTOR LICENSE NO. 980688
LOS ANGELES
10235 Bellegrove Avenue
Jurupa Valley, CA 91752
(866) 959-3726



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PROJECT NAME / LOCATION:



Magnolia Science Academy
6525 Estrella Ave.
San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
DESIGNER: DATE:
Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
PA X Nolen	05/11/22
Relocate wall sign /	Reduce to 8'-0"
Relocate to 8'-0"	XX/XX/XX

R2 LT 05/24/23
Relocate Sign B

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SHEET:

DSN 1.1

SIGN SPECS

A	EMC	PIXEL SPACING	16mm
		COLOR	Full Color
B	CABINET	MATERIAL	Aluminum
C	POST	MATERIAL	4x6 Steel Tube



A B TWO (2) POLE MOUNTED S/F SAMSUNG PRISMVIEW XPR-B 12X6
SCALE: 1" = 1'-0"

SIDE VIEW
SCALE: 1" = 1'-0"

California Region
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LOS ANGELES
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(866) 959-3726



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PROJECT NAME / LOCATION:



Magnolia Science Academy
6525 Estrella Ave.
San Diego, CA 92120

DESIGN NUMBER:
ART R2 OPY- 42366

ACCOUNT EXECUTIVE:
Sheri Stahlheber
DESIGNER: DATE:
Lance Taylor 09/02/21

REVISIONS:

DESIGNER:	DATE:
PA Nolen	02/11/22
2 Wall sign /	04/20/22
1 Sign / Reduce	04/20/22
1 Sign to 8'-0"	XX/XX/XX

R2 LT 05/24/23
Relocate Sign B

Lance Taylor

Note: The colors depicted on this rendering may not match actual colors used on the finished display. Please refer to the detail drawing for the approved color specifications.
Note: The cost of providing electrical wiring to the sign area, all required permits and all special inspections are not included in this sign proposal.
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SHEET:

DSN 1.2

Coversheet

Approval of ELOP Manager Position

Section: IV. Action Items
Item: E. Approval of ELOP Manager Position
Purpose: Vote
Submitted by:
Related Material: IV_E_MPS ELOP Manager Position.pdf



Agenda Item:	IV E: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Erdinc Acar, Chief Academic Officer
RE:	Approval of MPS ELOP Manager Position

Proposed Board Recommendation

I move that the Board approve the establishment of the MPS Expanded Learning Opportunity Programs (ELOP) Manager Position, effective retroactively from July 1, 2023.

Rationale and Need

MPS has consistently demonstrated a steadfast commitment to delivering exceptional expanded learning programs since its inception. Over recent years, we have diligently enhanced our inter-session, summer, and Saturday school programs by extending their duration and frequency. Our unwavering pursuit of excellence is evident in our proactive efforts to cultivate robust partnerships and collaborate with reputable vendors while effectively managing internal programs.

In alignment with the rigorous Quality Standards for Expanded Learning in California, the introduction of the MPS ELOP Manager Position represents an extraordinary opportunity to effect profound transformation in the educational journeys of our students. This role is poised to play a pivotal part in providing enriching experiences that foster holistic growth—academically, socially, and emotionally—across all ten of our schools. By embarking on this initiative, we reaffirm our resolute commitment to equipping students with opportunities that enable them to flourish comprehensively.

Background

In response to immediate needs and leveraging the emergency powers granted to our CEO and Superintendent, the creation of the MPS ELOP Manager Position became a pressing priority. This decision was predicated on the increasing demand for expanded learning programs and the imperative to uphold our accountability measures. As such, this strategic move was propelled by the necessity to ensure optimal program effectiveness, equity, and continuous improvement within our expanded learning offerings.



Role and Responsibilities

The MPS ELOP Manager will assume a critical role in collaborating with School and Home Office Teams. The person will orchestrate the coordination of partnerships, spearhead staff recruitment and training, and be at the forefront of ensuring the resounding success and sustained enhancement of our expanded learning programs. Specifically, the responsibilities encompass:

- Developing and implementing dynamic and age-appropriate expanded learning programs in advanced math, including Pre-MathCounts, MathMatters, Math Kangaroo, MathCounts, AMC-8, AMC-10/12, and other initiatives.
- Coordinating and facilitating participation in prestigious academic competitions such as Academic Decathlon, Academic Pentathlon, Science Olympiad, and Spelling Bee.
- Overseeing the execution of robotics programs, including active engagement in FLL (FIRST Lego League), VEX Robotics, and related competitions.
- Managing the Newsletter/Journalism program with oversight of newsletter production and journalism activities.
- Collaborating with school staff and community partners to formulate and implement impactful college mentorship programs (CMP) for students.
- Directing and overseeing sports/athletics programs, ensuring a diverse spectrum of athletic opportunities for students.
- Coordinating Multi-Cultural festivals and actively participating in school-wide and MPS-wide STEAM EXPOs and related community events as part of the Community Schools Implementation program.

Rationale for Approval

This crucial addition of the MPS ELOP Manager Position is grounded in our resolute commitment to effectively serve our student population, families, and staff. Despite challenges such as budget constraints and competing priorities, this strategic move is aligned with our commitment to compliance with accountability measures and addressing immediate educational needs. After a rigorous process encompassing job postings, interviews, and thorough vetting, Mr. Varol Gurler emerged as the optimal candidate to take on this new role.

Budget Implication

The establishment of the MPS ELOP Programs Manager Position will translate into an incremental budgetary allocation of \$130K within the Home Office budget. It is important to note that ELOP grants will serve as the primary revenue source to support this position, thereby ensuring a sustainable and fiscally responsible approach. We have incorporated the costs for this position into our 2023-24 Adopted Budget.

Attachments

- MPS ELOP Manager Position Job Description

MPS ELOP (Expanded Learning Opportunity Program) Manager

Job Description

Home Office Position

Summary

Reporting to the Chief Academic Officer, the Manager of the Expanded Learning Opportunity Program (ELOP) is responsible for providing strategic leadership, management, and oversight of the expanded learning programs at the elementary, middle, and high school levels. The Manager will design, develop, implement, and manage comprehensive programs in various areas such as advanced math, academic competitions, robotics, journalism, mentorship programs, sports/athletics, visual and performing arts, and more. In alignment with MPS's vision, LCAP goals, ELOP plans and Community Schools Implementation program. The manager will collaborate with school sites, coordinate partnerships, recruit and train staff, ensure program effectiveness, equity, and continuous improvement.

Essential Job Functions:

Program Design and Implementation

1. Develop and implement engaging and age-appropriate expanded learning programs in advanced math, including Pre-MathCounts, MathMatters, Math Kangaroo, MathCounts, AMC-8, AMC-10/12, and others.
2. Coordinate and facilitate participation in academic competitions such as Academic Decathlon, Academic Pentathlon, Science Olympiad, and Spelling Bee.
3. Oversee the implementation of robotics programs, including participation in FLL (FIRST Lego League), VEX Robotics, and MSA Bell competitions.
4. Manage the Newsletter/Journalism program, overseeing the production of newsletters and facilitating journalism activities.
5. Collaborate with school staff and community partners to develop and implement college mentorship programs (CMP) for students.
6. Coordinate and oversee sports/athletics programs, ensuring a diverse range of sporting opportunities for students.
7. Coordinate Multi Cultural festivals, assist school-wide and MPS-wide STEAM EXPOs and related community events in alignment with the Community Schools Implementation program.

Staff Recruitment, Training, and Support

1. Recruit, train, retain, and evaluate qualified staff and volunteers for various programs and activities.
2. Provide ongoing support, coaching, and professional development opportunities for program staff and volunteers.
3. Foster a culture of equity, diversity, and inclusion within program teams.
4. Collaborative Partnerships and Community Engagement

5. Cultivate and maintain strong collaborative partnerships with community organizations, businesses, and experts in various fields to enhance program offerings.
6. Engage with community representatives, parents, and students to ensure program alignment with their needs and interests.
7. Seek opportunities to expand partnerships and secure resources to support program growth and sustainability.

Program Management and Continuous Improvement

1. Develop and implement comprehensive program management systems, including monitoring program effectiveness, evaluating outcomes, and collecting data for reporting and improvement purposes.
2. Conduct regular assessments and evaluations of programs to identify areas for enhancement and implement necessary changes.
3. Ensure compliance with applicable regulations, policies, and safety guidelines for each program.
4. Collaborate with the finance team to manage program budgets and financial resources effectively.
5. Help with the MPS expansion projects.

Qualifications

1. In-depth knowledge of program design, development, and management in educational settings.
2. Familiarity with advanced math programs, academic competitions, robotics, journalism, mentorship programs, sports/athletics, and visual and performing arts.
3. Strong understanding of equity, diversity, and inclusion principles in program implementation.
4. Experience in staff recruitment, training, and supervision.
5. Excellent communication and interpersonal skills to build relationships with stakeholders, community partners, and volunteers.
6. Ability to plan, coordinate, and execute multiple programs simultaneously.
7. Proficiency in data analysis and reporting to inform decision-making.

Minimum Requirements:

- Master's Degree in Education or a related field preferred. BA or BS is required.
- Minimum of three (3) years of experience in program management and implementation in an educational setting.
- Valid teaching credential preferred.
- Valid driver's license and ability to travel between school sites and community locations.

Physical Demands and Work Environment:

- Work primarily takes place in an office setting, with occasional travel to school sites and community locations.
- Requires good hearing and speech for communication and presentations.
- May involve physical activities associated with program implementation. The physical demands described here are representative of those that must be met by an employee to successfully

perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities.

Coversheet

Approval of MSA-7 Administration Plan & Organizational Chart for 2023-25

Section: IV. Action Items
Item: F. Approval of MSA-7 Administration Plan & Organizational Chart for
2023-25
Purpose: Vote
Submitted by:
Related Material: IV_F_MSA-7 Administration Plan for 2023-2025.pdf



Agenda Item:	IV F: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Meagan Wittek, Principal at MSA-7
RE:	Approval of MSA-7 Administration Plan for 2023-2025

Action Proposed:

I move the Board approve the revised MSA-7 Administration Plan and Organizational Chart for 2023-2025.

Purpose:

In order to effectively meet the academic needs of our students and provide instructional support for our teachers, a new MSA-7 Administration plan and org chart has been developed. The goals and purpose are as follows:

- To allow each administrator more time to focus on the items that fall under their responsibilities, job duties and functions.
- The current 2 Administrator model is making it difficult to properly observe, give feedback and coach teachers due to other responsibilities.
- This model will allow us to take more of a proactive approach rather than a reactive approach to meeting the needs of the students, staff, and parents.
- To ensure more time on campus by all administrators (ex. one person having to attend both the DOS & DOA Meetings each month vs. only one per month per person).

Background:

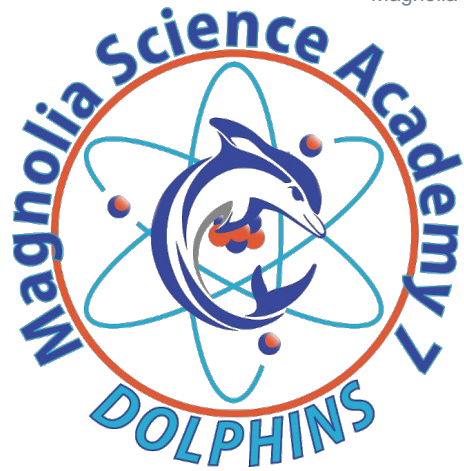
A need for additional administrative support at MSA-7 was identified through conversations and data analysis with the current admin team and C-Team. The proposal was presented by Principal Meagan Wittek to the C-Team on July 24th. Proposal was approved.

Budget Implications:

The projected costs for the Dean of Academics Position are approximately \$102,000 and will be paid for through Arts & Music or LLR Block Grants based as part of the Governor’s 23/24 Budget Act. The Finance Team has updated the MSA 7 budget and these costs have been incorporated into the school’s financial projections.

Exhibits:

MSA-7 Administration Structure Transition Plan Presentation



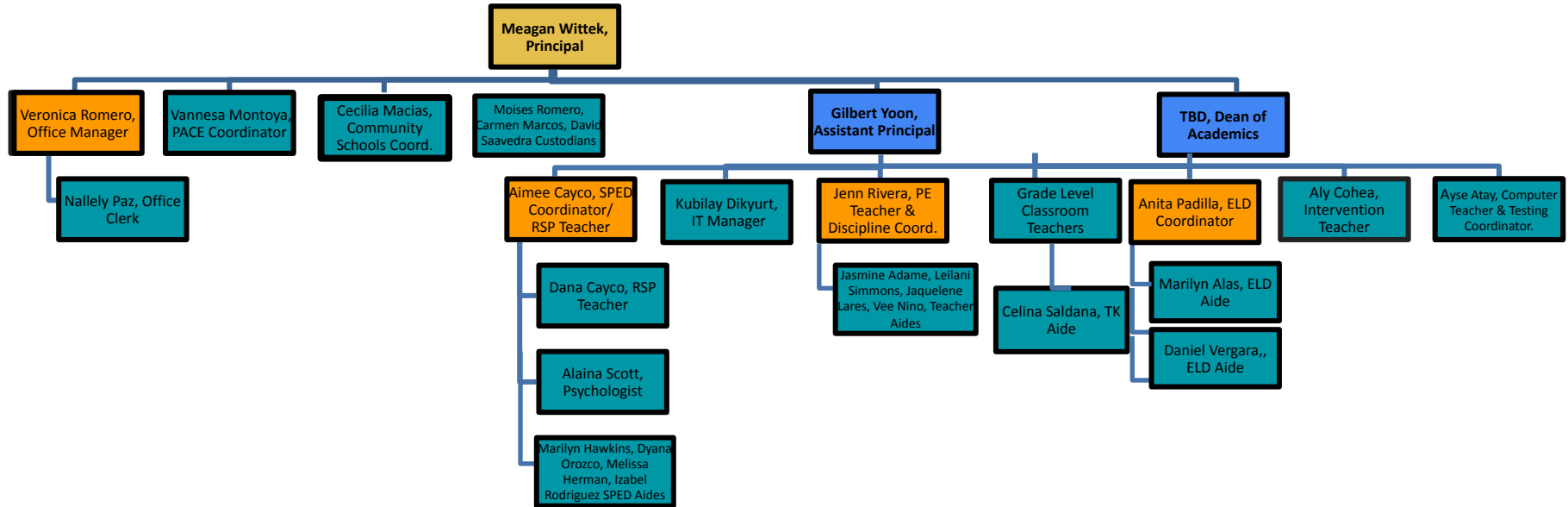
MSA-7 Administration Plan 2023-2025

*Presented to MPS Board of Directors
August 10, 2023*

Agenda

- Proposed revision of MSA-7's Organizational Chart for the 2023-2025 school years
- Distribution of Responsibilities
- Purpose and Evidence for 3 Admin Model
- Our Vision for the 2023-2025 school years
- Action Plan
- Budget Impact

MSA-7 Proposed Organizational Chart




MSA-7's School Teams Job Responsibilities, Duties and Functions 2023-24

[Link to Current Job Description Chart: 2 Admin Model](#)

[Link to Proposed Revision of 23-24 Job Description Chart : 3 Admin Model](#)

Purpose of the 3 Administrator Model

- To allow each administrator more time to focus on the items that fall under their responsibilities, job duties and functions.
- The current 2 Administrator model is making it difficult to properly observe, give feedback and coach teachers due to other responsibilities.
- This model will allow us to take more of a proactive approach rather than a reactive approach to meeting the needs of the students, staff, and parents.
- To ensure more time on campus by all administrators (ex. one person having to attend both the DOS & DOA Meetings each month vs. only one per month per person).



***Everything we do
should be on
purpose, with
purpose, and for a
purpose.***

Evidence of the Needs for a 3 Administrator Model

- Academics continue to drop as evidenced by MAP and SBAC data (*see next slide for data*)
- A need for additional focus and strategic planning to address post-pandemic learning needs, especially for 3rd-5th grade (these were the K-2nd students who learned basic skills during distance learning). The learning gap will continue to widen if we do not get control of it now.
- We have worked hard to improve student behavior, support SEL and mental health needs and build school culture as we transitioned back to in-person learning. Now we need to prioritize academics, instruction, and learning.
- A need to increase classroom observations, coaching, and support for teachers; especially to address the needs of the six new teachers we have hired in the past 2 years (*see next slide and handout for data*)
- Feedback on staff surveys about too much time being taken away from academics, resulting in an inventory of our school calendar and everything being done with a focus and purpose of academics (ex. Dr. Seuss Reading Week vs. Multicultural Literacy Week).

Our Vision: Where We Are vs. Where We Need to Be

Our vision is to create an equitable environment focused on growth, progress, and purpose. We are committed to inspiring every student to excel academically, emotionally, and socially.

Our Vision: Where We Are vs. Where We Need to Be

Current Data:

- MAP ELA & Math Growth - F22-S23 = 46% (ELA), 45% (Math)
- SBAC Proficiency - ELA = 36.76% (-1.09% from 21-22)
- SBAC Proficiency - Math = 21.9% (-4.34% from 21-22)
- Attendance - (22-23) = 93.22% (ADA), 21.5% (CA) and 33.9% (Truancy)
- Classroom Observations - 20-21 = 68%, 21-22 = 61%, 22-23 = 75% (instructional rounds)

Goal:

- 60% of students will meet their growth targets in reading and/or math as measured by MAP.
- 42% of our students will demonstrate proficiency in ELA as measured by SBAC.
- 30% of our students will demonstrate proficiency in math as measured by SBAC.
- Attendance Goal - increase ADA to 97%, decrease CA to 18%, and decrease truancy rates to 25%
- Classroom Observations - 23-24 = 100% (one informal observation per teacher per month & one formal observation per teacher per year)

Our Vision: Where We Are vs. Where We Need to Be

Individual 22-23 SBAC and CAST Scores Data

SBAC Meeting or Exceeding	Score 1	Score 2	Score 3	Score 4	# of student increase 1 level	# of students increase 2 levels	# of students decrease 1 level	# of students decrease 2 levels
3A- Math- 26%	13 (57%)	4 (17%)	6 (26%)	0 (0%)	N/A	N/A	N/A	N/A
ELA- 35%	6 (26%)	9 (39%)	6 (26%)	2 (9%)				
3B- Math- 13%	10 (43%)	10 (43%)	2 (9%)	1 (4%)	N/A	N/A	N/A	N/A
ELA- 43%	6 (26%)	7 (30%)	6 (26%)	4 (17%)				
4A- Math- 17%	12 (52%)	7 (30%)	3 (13%)	1 (4%)	6	0	4	0
ELA- 21%	16 (69%)	2 (9%)	3 (13%)	2 (9%)	2	0	3	0
4B- Math- 37%	10 (42%)	5 (21%)	7 (29%)	2 (8%)	6	1	1	0
ELA- 42%	6 (25%)	8 (33%)	7 (29%)	3 (13%)	8	0	1	0
5A- Math- 18%	11 (50%)	7 (32%)	1 (4%)	3 (14%)	0	0	8	1
ELA- 26%	8 (32%)	6 (23%)	4 (15%)	4 (15%)	0	0	5	0

**Please refer to handout*

A Few Data Points to Consider:

- Analysis of individual class 22-23 SBAC data revealed that several students missed the next proficiency level by only 1-3 questions which would have put us at 28.5% in Math and 45.24% in ELA (similar scores to 2018-19 - 32% Math, 44.54% ELA)
- BOY meetings will be held with individual teachers according to this data sheet to help them do a deep dive and develop an action plan for the upcoming school year. A third administrator will help with the coaching of these teachers now that needs have been identified.

- **Green** = exceeded last year's score

- **Red** = did not exceed last year's score (dropped or remained the same)

Action Plan

**Disrupt the
status quo on
behalf of our
students.
-Relay**

- 1** Be clear about what we want.
- 2** Align what we want to have happen to what we do everyday.
- 3** Monitor how our daily actions move our school toward our goals and vision.

Budget Impact

Estimated Salary Offer for Dean of Academics Position - \$101,630

- **Possible Funding Sources for this two-year position:**
 1. Additional funding through Arts & Music or LLR Block Grants based on the 23/24 Budget Act
 2. Reduction in CMO Fees
 3. MSA-7 Reserves

THANK YOU!

QUESTIONS?



Coversheet

Approval of MSA- 8 Surveillance Cameras' Installation: Procedures and Design

Section: IV. Action Items
Item: G. Approval of MSA- 8 Surveillance Cameras' Installation: Procedures and Design
Purpose: Vote
Submitted by:
Related Material: IV_G_MSA-8 Surveillance Cameras' Installation Procedures & Design.pdf



Agenda Item:	IV G: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Suat Acar, Chief Operations Officer
RE:	Magnolia Science Academy – 8 Surveillance Cameras’ Installation: Procedures & Design

Action Proposed:

I move that Board approve the proposed MSA-8 Surveillance Cameras’ Installation: Procedures and Design.

Purpose:

- What services are being provided?
 - Magnolia Science Academy-8 (MSA 8) is requesting the MPS Board approve the attached designs for surveillance cameras for the shared spaces under the control of MSA 8 inside the Orchard Campus of the LAUSD where MSA 8 resides in as a Public School Choice school.
- Why is this Installation needed?
 - The main reason behind this request centers around the school safety and due process transparency. We want to ensure that if an allegation arises involving a student and a student, or a student and an adult that requires investigation, that all parties are on the same page about what physically transpired. Specifically, the following concerns support the use of cameras in MSA 8’s classrooms and outdoor areas:
 - Student/ Staff Safety Concerns
 - Student vs. Student: Scenario - Dangerous Object
 - If a student is accused of pointing a dangerous object at another student, we want to ensure that all parties can view the footage from the same vantage point, during school mediation and should litigation require such a process to occur. This will help strengthen the case of the truth and will simultaneously take away the possibility of credibility of witness statements being brought into question in cases of physical safety concerns.
 - Student vs. Student - Intimidation of Witness/Bullying
 - In cases of alleged bullying where no additional witnesses come forward due to fear of retaliation by an alleged perpetrator, it is helpful to view transparent footage clearly demonstrating if both sides are mutually physically harassing each other, or if the interaction is one-sided from the bully to the victim
 - Student vs. Staff: Scenario - Corporal Punishment
 - If a physical allegation such as corporal punishment is made against an adult, we want to also ensure that all parties can view the actual events which transpired without having to question the interpretation or degree of honesty in witness statements. From the student end, if a student feels that a staff member used corporal punishment against them, the cameras can show this occurred. On the other hand, when staff are concerned that



students may make up a false allegation against them regarding corporal punishment, then the truth about the innocence of the staff member will be indisputable upon viewing the footage.

- Is this a school or organization-wide implementation?
 - Currently, MSA 8 is requesting that the provided plans and designs to be approved by the MPS board so for the purposes of supporting MSA 8's expressed intent to have a schoolwide implementation, including all outdoor areas, hallways and classrooms.

Background:

- What contracts are already in place?
 - As a co-located LAUSD site, this project will be planned, designed under the authority and the supervision of the LAUSD Facilities and contract departments
 - After the ongoing meetings, and LAUSD Staff visits to calculate the cost of this project, the billing amount has been set forth by the LAUSD is \$86,913.67.

Analysis:

- Were any RFPs done?
 - No. The LAUSD runs the project for MSA 8. We just pay the LAUSD.
- What negotiations were made?
 - None. We must accept the price quote set forth by the LAUSD.
- What is the research/comparison data?
 - School districts across the nation have policies which support the use of video surveillance cameras in classrooms and other areas of campus. The LAUSD co-located Curtiss site already has surveillance cameras across the campus. By the help of this project the MSA 8 will have access and administrative privileges to the areas assigned to it under the Public School Choice Facility Usage Agreement.

Impact:

With the approval of the proposed surveillance cameras' installation, the MSA 8 expects increased security in the campus and enhanced implementation of the discipline policies and procedures.

Budget Implications:

The proposed LAUSD plan for design and installation of this project is \$86,913.67. These costs will be paid for by MSA Bell's operating budget for 2023-24 that was approved by the board on June 22, 2023.

Exhibits:

- Appendix 1: Specs of the LAUSD surveillance system to be installed in the MSA 8 campus (Pg. 3)
- Appendix 2 A: The LAUSD billing invoice (Pg. 32)
- Appendix 2 B: The LAUSD billing invoice breakdown (Pg. 33)

SECTION 282300

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM (VSS/ASS)

EDITNOTE:

- 1. LAUSD INFORMATION TECHNOLOGY DIVISION (ITD) IS THE ONLY AUTHORITY FOR CHANGES OR MODIFICATION TO THIS SPECIFICATION. NO CHANGES OR MODIFICATIONS SHALL BE MADE WITHOUT SPECIFIC APPROVAL FROM ITD.**
- 2. BOLDED SECTIONS AND TEXT IN BOXES MUST BE REMOVED PRIOR TO ASSEMBLING PROJECT MANUAL.**
- 3. INCLUDE SECTION 26 0126 TEST AND ACCEPTANCE REQUIREMENTS AS PART OF THE PROJECT MANUAL; SECTION 26 0126 SHALL SUPPLEMENT 28 2313 IN ALL CASES.**
- 4. POLICY BULLETIN 1197 APPLIES TO VIDEO SURVEILLANCE SYSTEMS INSTALLED IN SCHOOLS AND AT SCHOOL GROUNDS.**

PART 1 – GENERAL

1.01 SUMMARY

- A. The Video Surveillance system shall be a TCP/IP based High Definition CCTV Digital Video System.
- B. The Audio Surveillance System shall be an analog audio monitoring and notification system.
- C. The Video surveillance system shall be integrated with LAUSD’s Integrated Security Management and Monitoring System (ISMS).
- D. The Audio Surveillance Systems(ASS) shall be deployed only in underground and/or enclosed parking structures. No other area of the site may have audio surveillance systems installed. If the CCTV VSS camera system submitted includes microphones or other audio capabilities, those features shall be permanently disabled.
- E. The Video Surveillance System(VSS) Cameras located in enclosed parking structures shall have view synchronization with the Audio Surveillance System wherein a close proximity PTZ camera will pan to audible sound alerts and/or manual call station alerts.

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1.02 RELATED SECTIONS

- A. Applicable Division 1 sections
- B. Section 00 7000: General Conditions
- C. Section 01 7700: Contract Closeout
- D. Section 21 2323: Excavating, Backfilling and Compacting for Utilities
- E. Section 06 1000: Rough Carpentry
- F. Section 26 0500: Common Works Results for Electrical
- G. Section 26 0513: Basic Electrical Materials and Methods.
- H. Section 26 0526: Grounding and Bonding
- I. Section 26 0533: Raceways and Boxes Fittings and Supports.
- J. Section 26 2416: Panelboards and Signal Terminal Cabinets
- K. Section 265200: Emergency Power Systems.
- L. Section 27 0536: Cable Trays for Communications.
- M. Section 27 1015 Pemises Wiring New Installation
- N. Section 27 1017 Wireless LAN
- O. Section 27 1018 10G Local Area Network (LAN) Systems_
- P. Section 28 1000 Access Control System (ACS)
- Q. Section 28 3000 Intrusion Detection System (IDS)
- R. Section 28 5000 Integrated Security Management System (ISMs)

1.03 REFERENCES

- A. IEC/EN/UL 60950-1: – Information Technology Equipment - Safety - Part 1: General Requirements
- B. IEC/EN/UL 60950-22: Technology Equipment Safety – Part 22: Equipment to be Installed Outdoors
- C. SMPTE 296M (HDTV 720p) - 1280 x 720 Progressive Image Sample Structure – Analogue and Digital Representation and Analogue Interface.
- D. SMPTE 274M (HDTV 1080p) - 1920 x 1080 Image Sample Structure, Digital Representation and Digital Timing Reference Sequences for Multiple Picture Rates.
- E. SMPTE ST 2036-1 (UHDTV): Ultra High Definition Television (UHDTV)
- F. ISO/IEC 14496-10 Advanced Video Coding (H.264) – Advanced Video Coding (H.264)
- G. IEEE 802.3at (Power over Ethernet Plus) – Power over Ethernet Plus
- H. IEEE 802.1X (Authentication) – Standard for Local and metropolitan area networks-Port-Based Network Access Control (Authentication)

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- I. IPv4 (RFC 791) – Internet Protocol Version 4
- J. IPv6 (RFC 2460) – Internet Protocol Version 6
- K. QoS – DiffServ (RFC 2475) – Scalable End-to-End Quality of Service Model
- L. Relevant ONVIF “S” profile as defined by the ONVIF Organization.
- M. IEC/EN 60529 IP66 (Ingress protection) – Degrees of Protection Provided by Enclosures (IP Code)
- N. NEMA 250 Type 4X – Enclosures for Electrical Equipment
- O. IEC/EN 62262 IK10 – Degrees of protection provided by enclosures for electrical equipment against external mechanical impacts (IK code)

1.04 SUBMITTALS

- A. List of Materials: Submit a complete list of proposed materials.
- B. Shop Drawings: Provide detailed and dimensioned Shop Drawings indicating kind, weight and thickness of materials, method of fitting and fastening parts together, location and number of parts or modules, sizes, and complete details of method of fitting suspension and fastening luminaires in place. Provide wiring and cabling diagrams. Drawings shall contain sufficient information to assemble and install equipment at the Project site without further instructions.
- C. Installation Instructions: Submit manufacturer's written installation instructions for luminaires and accessories.

1.05 SUBSTITUTIONS

- A. Equipment and materials that deviate from these requirements shall not be accepted without written approval from OWNER’S Information Technology project manager. When deviating or proposing material substitutions the following information shall be submitted:
 1. Substitution request form substantiating reasons and benefits to OWNER, and all necessary documents to validate the claims made in the substitution form.
 2. Submittals must comply with contract general provisions.
- B. The CONTRACTOR assumes all responsibility for additional costs, directly or indirectly, associated with proposing and installing an approved substitution products. All substituted products must meet the intent of form and function identified in the specification.

1.06 QUALITY ASSURANCE

- A. The CONTRACTOR or security sub-CONTRACTOR shall be a licensed security CONTRACTOR with a minimum of five (5) years’ experience installing and servicing systems of similar scope and complexity, and evidence that CONTRACTOR has completed at least three (3) projects of similar scope, and is currently engaged in the installation and maintenance of systems herein described.

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- B. All installation, configuration, setup, program and related work shall be performed by electronic technicians thoroughly trained by the manufacturer in the installation and service of the equipment provided.
- C. The CONTRACTOR or designated sub-CONTRACTOR shall submit installer's third party verified credentials of completion of manufacturer certification. The CONTRACTOR system programmer shall have attended manufacturer training and obtained the highest level certifications for the ISMS, ACS and VMS.
- D. The CONTRACTOR shall provide four (4) current references from clients with systems of similar scope and complexity that became operational in the past three (3) years. At least three (3) of the references shall be utilizing the same system components, in a similar configuration as the proposed system.
- E. The video surveillance system shall be in compliance with applicable industry standards listed under article 1.03-References.

1.07 WARRANTY

- A. CONTRACTOR shall warranty that all work executed and materials furnished shall be free from defects in materials and workmanship for a minimum period of five (5) years from date of installation acceptance, excluding specific items of work that require a warranty of a greater period that may be set forth in this Specification. In the event a manufacturer's warranty is longer than five (5) years, the manufacturer's warranty shall be the warranty period. Immediately upon receipt of written notice from the OWNER, the CONTRACTOR shall repair or replace at no expense to the OWNER, any defective material or work that may be discovered before final acceptance of work or within the warranty period; any material or work damaged thereby; and adjacent material or work that may be displaced in repair or replacement. Examination of, or failure to, examine work by the OWNER shall not relieve CONTRACTOR from these obligations.
- B. Warranty shall provide the OWNER direct access to manufacturer Technical Assistance Center (TAC), software updates, and defect support.
- C. Manufacturer of provided equipment shall guarantee availability of parts common to provided system and/or full replacement units, for a period not less than 5 years. Parts for the supplied systems shall be available within 30 calendar days during the 5 year period.
- D. Installation CONTRACTOR shall install all equipment in accordance with manufacturer's specifications and recommendations necessary to ensure continuation of the manufacturer's warranty. If the installation CONTRACTOR cannot install manufacturer's equipment in such a manner, it is the responsibility of the installation CONTRACTOR to provide written, timely notification to OWNER ITD Project Management.
- E. OWNER monitors equipment service records and failure rates. In the event that the OWNER determines that a LAN system component, or model part, provided through this specification exceeds acceptable failure rate, or repeated failure rate, the CONTRACTOR shall replace all systems of the same model purchased through this procurement with a new model that meets or exceeds the same functional

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requirements. Units or components exceeding either the acceptable or repeated failure rates shall be known as a “mass failure.” The CONTRACTOR shall provide qualified technicians to install the replacement systems and a project manager to coordinate replacement schedule with ITD. Replacement of mass failing systems, labor, and project management shall be provided and completed in accordance with this specification and related OWNER installation guidelines at no additional cost to the OWNER.

- F. The acceptable failure rate/repeat failure rate for a single system model or individual modular model part, at a single site, or OWNER-wide, shall be:
- G. Equal to or less than 10% in any 12 month period during the original warranty term.
- H. Equal to or less than 15% cumulative failures during the entire term of the original warranty.
- I. If, at any time during of the warranty term, the failure rate of the LAN systems or components exceeds 10%, the CONTRACTOR shall extend the original warranty term by one year, at no additional cost to the OWNER.
- J. The CONTRACTOR is responsible for replacement of any failed equipment provided by the CONTRACTOR, during the warranty period or the extended warranty period. This includes equipment that falls under the “mass failure” definition.
- K. In the event of a “mass failure” the CONTRACTOR shall replace all units and/or components affected within 60 days or written notification from the OWNER.
- L. Upon replacement of each unit or component, the replaced unit warranty shall continue as if the original equipment were still in service.
- M. The warranty shall cover the complete system including fan assembly, power supplies, and the device itself.
- N. The warranty shall include onsite 48-hour advanced part replacement.
- O. The warranty shall include all labor to service and/or replace warranted system(s).
- P. In the event any Supplier or manufacturer offers additional warranty, at no additional cost, beyond that specified herein, CONTRACTOR shall state the terms of such warranty or warranties in writing and shall extend the same to the OWNER without additional cost.
- Q. Equipment manufacturers shall have E-mail trouble reporting and response mechanisms in place and a toll free 24-hour help center to assist with troubleshooting and operation of the equipment at no additional cost to the OWNER, or as part of the warranty.

PART 2 – PRODUCTS

2.01 CAMERAS AND CAPABILITIES

- A. General Requirements:

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1. System overall shall be capable of intelligent video analytic and triggers actions based on programming requirements.
2. Cameras shall be IP-based and comply with established network and video standards.
3. Cameras shall support true day/night vision modes using IR cut filters.
4. Camera enclosure shall be rated as follow;
 - a. Vandal resistance – IK10
 - b. Ingress protection – IP67, NEMA 4X, or higher
5. The primary power source of cameras shall be powered by data network switches equipped with PoE/PoE+/UPoE capabilities as specified by Section 27 1018 10G Local Area Network (LAN) Systems. The secondary power sources (e.g. injectors, midspans, local power) shall be reviewed and approved by OWNER on a case by case basis.
6. Cameras shall be fully supported by an open and published API (Application Programmers Interface), which shall provide necessary information for integration of functionality into third party applications. Manufacturers SDK (software development kit) must be available to the general public.
7. Cameras shall be in conformance with profile S as currently defined by the ONVIF Organization (www.onvif.org/conformant-products) including firmware upgrade to meet future revisions.
8. Camera types listed below describing various resolutions, form-factor and features shall be supplied by a single manufacturer per site, and meet or exceed the following requirements:
 - a. The camera shall be equipped with IR progressive scan sensor.
 - b. The camera shall provide true day/night functionality.
 - c. The camera shall be equipped with shall provide local video storage (e.g. a microSD/microSDHC/microSDXC memory card expansion).
9. The camera shall allow for video to be transported over:
 - a. HTTP (Unicast)
 - b. HTTPS (Unicast)
 - c. SRTP (Unicast & Multicast)
 - d. RTP over RTSP (Unicast)
 - e. RTP over RTSP over HTTP (Unicast)
10. The camera shall support Quality of Service (QoS) for traffic prioritization.
11. User Interface shall comply with the following:

- a. The camera shall contain a built-in web server making video and configuration available to multiple clients in a standard operating system and browser environment using HTTP, without the need for additional software or specialty plugins
 - b. The camera shall be accessible via camera IP address directly using client software supported by the equipment manufacturer
12. Protocol Requirements:
- a. At the minimum, camera shall incorporate support for IPv4/v6, HTTP, HTTPS, SSL/TLS, QoS, TCP, ICMP, SNMPv1/v2c/v3 (MIB-II), RTSP, RTP, SRTP, UDP, IGMP, RTCP, SMTP, FTP, DHCP, ARP, DNS, DynDNS, SOCKS, SSH, NTP, CIFS/SMB.
13. Text overlay requirement:
- a. Provide embedded on-screen text with support for date & time, and a customer-specific text, camera name, minimum of 45 ASCII characters.
 - b. Provide the ability to apply privacy masks to the image.
 - c. Allow for the overlay of a graphical image, such as a logotype, into the image.
14. Security
- a. The camera shall support the use minimum of 128 bit encryption for secured authentication and communication of both administration data and video streams.
 - b. The camera shall support IEEE 802.1X authentication.
 - c. The camera shall provide support for restricting access to pre-defined IP addresses only.
 - d. The camera shall restrict access to the built-in web server by usernames and passwords at three different levels.
 - e. The camera shall not allow third party firmware to be loaded onto the camera.
15. The camera shall be equipped with basic intelligent video analytic functionality that can be triggered by:
- a. Intelligent Video Detection
 - b. Audio Detection (optional)
 - c. Live Stream Accessed
 - d. Camera tampering
 - e. Auto tracking
 - f. Scene alteration detection (e.g. removed object detection)
16. Response to triggers shall include capability of:

- a. Send SNMP trap or email notification
 - b. Send images, using FTP, HTTP, HTTPS, network share or email
 - c. Send video clip, using FTP, HTTP, HTTPS, network share or email
17. The camera shall incorporate a function for image stabilization
18. The camera shall provide remote focus, remote zoom, and alignment
19. Hardware interface requirements
- a. Network interface
 - (1) The camera shall be equipped with one (1) auto-negotiating 10/100 Base-T Ethernet port.
20. Environmental operational requirements
- a. Operate in a temperature range of -40 °C to +60 °C (-40 °F to 140 °F).
 - b. Operate in a humidity range of 10–100% RH (condensing).
21. Installation and maintenance:
- a. The camera shall be supplied with management software which allows the assignment of IP addresses, upgrade of firmware and backup of the cameras' configuration.
 - b. The camera shall allow updates of the software (firmware) remotely over the IP network infrastructure.
 - c. The camera shall provide Autorotation functionality.
- B. Type 1 Camera Requirements
1. Illumination: The camera shall meet or exceed the following illumination specifications:
 - a. Color: 0.3 with WDR image processing capability;
 - b. B/W: 0.02 lux with WDR image processing capability
 2. Target Resolution:
 - a. Ability to distinguish an object from background within 125 feet (*)
 - b. Provide 20 pixels per linear foot. Contractor shall provide a pixel count per linear foot.
 3. Encoding - The camera shall support the following video encoding algorithms:
 - a. Compression Format:
 - (1) Motion JPEG
 - (2) H.264 (Baseline/Main/High Profiles)
 - (3) The camera shall provide configurable compression levels.

- b. The camera shall in H.264 support Variable Bit Rate (VBR) for video quality adapted to scene content. To protect the network from unexpected bit rate spikes the camera shall support Constant Bit Rate (CBR) or Maximum Bit Rate (MBR).

Type 2 Camera Requirements

- 4. Illumination: The camera shall meet or exceed the following illumination specifications:
 - a. Color: 0.1 lux with WDR image processing capability. Minimum WDR of 120 db.
- 5. Target Resolution:
 - a. Ability to classify an object class within 95 feet.
 - b. Provide 40 pixels per linear foot.
- 6. Encoding - The camera shall support the following video encoding algorithms and format:
 - a. Motion JPEG
 - b. H.264 (Baseline/Main/High Profiles)
 - c. The camera shall provide configurable compression levels.
 - d. The camera shall in H.264 support Variable Bit Rate (VBR) for video quality adapted to scene content. To protect the network from unexpected bit rate spikes the camera shall support Constant Bit Rate (CBR) or Maximum Bit Rate (MBR).

Type 3 Camera Requirements:

- 7. Illumination: The camera shall meet or exceed the following illumination specifications:
 - a. Color: 0.2 with WDR image processing capability and minimum WDR of 120 db.
 - b. B/W: 0.008 lux with WDR image processing capability and minimum DWR of 120 db.
- 8. Target Resolution:
 - a. Ability to describe the object in details within 45 feet.
 - b. Provide 80 pixels per linear foot.
 - c. The camera shall provide both landscape format (4:3 and 16:9 aspect ratio) as well as corridor format (3:4 and 9:16 aspect ratio).
- 9. Encoding:
 - a. The camera shall support the following video encoding algorithms and format:
 - (1) Motion JPEG

- (2) H.264 (Baseline/Main/High Profiles)
- (3) The camera shall provide configurable compression levels.
- b. The camera shall in H.264 support Variable Bit Rate (VBR) for video quality adapted to scene content. To protect the network from unexpected bit rate spikes the camera shall support Constant Bit Rate (CBR) or Maximum Bit Rate (MBR).

Onboard Camera Minimum Requirements:

- 10. Electronic day/night
- 11. Meet EN 50115 (vibration and shock) and ISO 16750-3
- 12. Maximum power consumption: 4 watts
- 13. Illumination: The camera shall meet or exceed the following illumination specifications:
 - a. Minimum sensitivity of 1.0 lux with WDR image processing capability; (with minimum WDR of 70db)
- 14. Target Resolution:
 - a. Ability to describe an object in details within 45 feet.
 - b. Provide 80 pixels per linear foot.
- 15. Encoding - The camera shall support the following video encoding algorithms:
 - a. Compression Format:
 - (1) Motion JPEG
 - (2) H.264 (Baseline/Main/High Profiles)
 - (3) The camera shall provide configurable compression levels.
 - b. The camera shall in H.264 support Variable Bit Rate (VBR) for video quality adapted to scene content. To protect the network from unexpected bit rate spikes the camera shall support Constant Bit Rate (CBR) or Maximum Bit Rate (MBR).

2.02 NVR AND RELATED COMPONENTS

A. NVR general requirements:

- 1. The NVR shall be based on a true open architecture that shall allow the use of non-proprietary workstation and server hardware, non-proprietary network infrastructure and non-proprietary storage.
- 2. The NVR shall be a pre-assembled appliance solution, or software based supporting VM (e.g. VMWare, Microsoft hypervisor). Other solution platforms be reviewed and approved by the OWNER on the case by case basis.
- 3. The NVR shall be an IP enabled solution. All communication with the VSS system shall be based on standard TCP/IP protocol and have the capability to use network security.

4. The NVR shall provide minimum of two (2) 1Gbps Ethernet network ports
5. The NVR shall support user authentication with claims-based authentication using external providers.
6. The NVR shall offer a complete and scalable video surveillance solution that shall allow cameras to be added on a unit-by-unit basis.
7. The NVR shall interface with analog-to-digital video encoders and IP cameras.
8. All video streams supplied from analog cameras or IP cameras shall be digitally encoded in MPEG-4, MPEG-2, MJPEG, H.264, H265, Wavelet, or JPEG2000 compression formats and recorded simultaneously in real time.
9. All audio streams supplied from IP video servers shall be digitally encoded in G.711 (u-law), G.721, G.723, or AAC compression formats and recorded simultaneously in real time.
10. Each camera's bit rate, frame rate, and resolution shall be set independently from other cameras in the system, and altering these settings shall not affect the recording and display settings of other cameras.
11. The NVR shall to support support only secured media stream requests, unless explicitly configured otherwise. Or have the capability to leverage network security cotrols. Secured media stream requests shall be secured with strong certificate based authentication leveraging RTSPS (aka RTSP over TLS). Client authentication for media stream requests is claims-based and may use a limited lifetime security token.
12. The NVR shall have the cability to encrypt the media stream, including video, audio, and metadata with authenticated encryption for transmission. Media stream encryption shall be done at rest and in transit and be a certificate based AES 128b bits encryption. The VMS shall:
 - a. Allow encryption to be set on a per camera basis for all or some of the cameras.
 - b. Allow encrypted streams to be exported.
13. The NVR shall support end to end encrypted streams with cameras supporting Secure RTP (SRTP) both in unicast and multicast from the camera.
14. The NVR shall be able to use multiple VSS keyboards to operate the entire set of cameras throughout the system, including brands of cameras from various manufacturers and including their PTZ functionalities.
15. The NVR shall be able to retrieve and set the current position of PTZ cameras using XYZ coordinates.
16. The NVR shall support PTZ camera protocols from multiple manufacturers, including analog and IP protocols.
17. The NVR shall arbitrate the user conflict on PTZ usage based on user levels per camera.

18. The NVR shall support Audio and Video storage configuration for the NVR shall support:
 - a. Internal or external computer data storage in RAID 0, 1, 5, 6, or 10 configuration.
 - b. Within the overall storage system, the Audio and Video shall have the capability to include disks located on:
 - (1) Local.
 - (2) Network Attached Servers (NAS).
 - (3) Storage Area Networks (SAN).

B. NVR RECORDING FUNCTION

1. The Recorder shall use an event and timestamp database for the advanced search of audio/video archives. This database shall use a SQL database.
2. The Recorder shall protect archived audio/video files and the system database against network access and non-administrative user access.
3. The Recorder shall digitally sign recorded video using 248-bit RSA public/private key cryptography.
4. The Recorder shall have the capacity to configure the key frame interval (I-frame) in seconds or number of frames.
5. The Recorder shall provide a pre-alarm and post-alarm recording option that can be set between one second and 5 minutes on a per camera basis.
6. The Recorder shall provide the functionality of storing of video and audio streams based on triggering events, such as:
 - a. Digital motion detection.
 - b. Digital input activation.
 - c. Macros.
 - d. Through SDK application recording.
7. The Recorder shall be capable of intelligent video analytic detection on each individual camera leveraging management template or leverage external server video analytics. Detection can be set into four different modes:
 - a. Full Screen: All 1320 blocks on screen are activated and a general threshold for the overall detection in the entire image can be set, and when it is reached, it can trigger recording and a motion event or a custom event.
 - b. Full Screen Unit: This is the same as the Full Screen but the motion detection takes place in the DVS.
 - c. Detection Zone: Six overlapping zones can be defined in the 1320 blocks on screen with each of these zones having its own threshold, and, when that threshold is reached, each one of them can trigger recording and a motion event or a custom event. Each zone triggering its own event allows

- for the configuration of directional motion detection events and other complex motion detection logic.
- d. Detection Zone Unit: This is the same as the Detection Zone, but the motion detection takes place in the DVS and only one zone is supported.
 - e. Disabled: No motion detection is performed on this camera.
8. The Recorder shall allow for multiple recording schedules to be assigned to a single camera. Each schedule shall be created with the following parameters:
 - a. Recording mode:
 - (1) Continuous.
 - (2) On Motion/Manual.
 - (3) Manual.
 - (4) Disabled.
 - b. Recurrence pattern:
 - (1) Once on specific days.
 - (2) Specific days on a yearly basis.
 - (3) Specific days on a monthly basis.
 - (4) Specific days on a weekly basis.
 - (5) Daily.
 - c. Time coverage:
 - (1) All day.
 - (2) Specific time range(s).
 - (3) Daytime or night time based on the times of sunrise and sunset that are automatically calculated from the time of year and a geographical location. Provision shall be given to offset the calculated sunrise or sunset time by plus or minus 3 hours.
 9. The Recorder shall allow each camera (video source) to be encoded multiple times for each camera stream in the same or different video formats (MPEG-4, MPEG-2, MJPEG, H.264, H.265, Wavelet or JPEG2000), limited only by the capabilities of each DVS.
 10. The Recorder shall have the capacity to manage up to 10,000 video endpoints from one operation manager.
 11. The Recorder shall allow users to view up to 5 million camera feeds across a federation model.
 12. The Recorder shall have open APIs allowing integration into 3rd party applications, internally development applications and/or data connectivity for deeper analytics.

13. Whenever multiple video streams are available from the same camera, users shall be free to use any one of them based on their assigned usage. The standard video stream usages are:
 - a. Live.
 - b. Recording.
 - c. Remote.
 - d. Low resolution.
 - e. High resolution.
14. The Recorder shall allow the video quality to vary according to predefined schedules. Such schedules shall have the same configuration flexibility as the recording schedules mentioned earlier. The video quality shall be based on, but not limited to, the following parameters:
 - a. Maximum bit rate.
 - b. Maximum frame rate.
 - c. Image quality.
 - d. Key frame interval.
15. The Recorder shall have the ability to dynamically boost the quality of the "recording stream" (see previous bullet) based on specific events:
 - a. When recording is started manually by a user.
 - b. When recording is triggered by a macro, an alarm or detected motion.
16. The Recorder shall have the capacity to communicate using 128 bits SSL encryption and HTTPS secure protocol.
17. The Recorder shall have the capacity to redirect audio/video streams to active viewing clients on the network using unicast UDP or TCP.
18. The Recorder shall empower the administrator with a full range of disk management options:
 - a. The Recorder shall allow the administrator to choose which disks to use for RECORDING and to set a maximum quota for each.
 - b. The Recorder shall allow the administrator to spread the RECORDING of different cameras on different disk groups (groups of disks controlled by the same controller) so that RECORDING could be carried out in parallel on multiple disks.
19. The Recorder shall offer the following options to clean up old archives, on a camera by camera basis:
 - a. After a preset number of days.
 - b. Write over the oldest archives first when disks are full (FIFO – First In First Out).
 - c. Stop RECORDING when disks are full.

20. The Recorder shall allow important video sequences to be protected against normal disk cleanup routines.
21. Users shall have the following options when protecting a video sequence:
 - a. Until a specified date.
 - b. For a specified number of days.
 - c. Indefinitely (until the protection is explicitly removed).
22. The Recorder shall allow the administrator to put a cap on the percentage of storage space occupied by protected video.
23. The Recorder shall have the capacity to down-sample video streams for storage saving purposes. The down-sampling options available are the following:
 - a. For H.264, MPEG-4, and H.265, streams the down-sampling options are: all key frames, 1 fps, 2 sec./frame, 5 sec./frame, 10 sec./frame, 15 sec./frame, 30 sec./frame, 60 sec./frame, 120 sec./frame.
 - b. For MJPEG streams the down-sampling options are: 15 fps, 10 fps, 5 fps, 2 fps, 1 fps, 2 sec./frame, 5 sec./frame, 10 sec./frame, 15 sec./frame, 30 sec./frame, 60 sec./frame, 120 sec./frame.

C. VMS CLIENT USER INTERFACE (UI)

1. The Client Application shall provide the user interface for VSS configuration and monitoring over any network and be accessible locally or from a remote connection.
2. The Client Application shall provide an easy-to-use graphical user interface (UI).
3. The Client Application shall allow users to access up to 10,000 video end points.
4. The Client Application shall allow users the capability to access up to 5 million video end points when in federator type of architecture.
5. The client application for monitoring shall support running oin 64-bit mode.
6. Logging on to a Client Application shall be done either through locally stored user accounts and passwords the operator's credentials when Active Directory integration is enabled.
7. When integrated with Microsoft's Active Directory, the Client Application shall authenticate users using their Active Directory credentials.
8. The Client Application shall fulfill the role of a Unified Security Interface that is able to monitor intrusion detection and access control events and alarms, as well as view live and recorded video.
9. The Client Application shall provide a graphical user interface to control and monitor VSS. It shall allow administrators and operators with appropriate privileges to monitor their unified security platform, run reports, and manage alarms.

10. The Client Application shall include advanced video capabilities, including:
 - a. Advanced live video viewing functionality.
 - b. Advanced archive playing and video playback functionality.
 - c. Monitoring and management of video system events and alarms.
 - d. Intercom or duplex audio or SIP based application.
 - e. Generation of video reports.
 - f. Control of PTZ cameras.
 - g. Creating and monitoring archive transfer requests.
 - h. Display metadata overlaid on live or playback video.
11. The live video viewing capabilities of the Client Application shall include:
 - a. The ability to display all cameras attached to the NVR's.
 - b. Support for live video monitoring on each and every display tile within a task in the user's workspace.
 - c. The ability to drag and drop a camera into a display tile for live viewing.
 - d. The ability to drag and drop a camera from a map into a display tile for live viewing.
 - e. Support for digital zoom on live camera video streams.
 - f. The ability for audio communication with video units with audio input and output.
 - g. The ability to control pan-tilt-zoom, iris, focus, and presets.
 - h. The ability to bookmark important events for later retrieval on any RECORDING camera and to uniquely name each bookmark in order to facilitate future searches.
 - i. The ability to start/stop recording on any camera in the system that is configured to allow manual recording by clicking on a single button.
 - j. The ability to activate or de-activate viewing of all system events as they occur.
 - k. The ability to switch to instant replay of the video for any RECORDING camera with the simple click of button.
 - l. The ability to take snapshots of live video and be able to save or print the snapshots.
 - m. The ability to view the same camera multiple times in different tiles.
12. The video playback (archive playing) capabilities of the Client Application shall include:
 - a. Support for audio and video playback for any time span.
 - b. Support for video playback on each and every display tile.

- c. The ability to instantly replay the video for any RECORDING camera with the simple click of a button.
- d. The ability to select between instant synch of all video streams in playback mode, allowing operators to view events from multiple angles or across several camera fields, or non-synchronous playback.
- e. The ability to simultaneously view the same camera in multiple tiles at different time intervals.
- f. The ability to control playback with:
 - (1) Pause.
 - (2) Lock Speed.
 - (3) Forward and Reverse Playback at: 1x, 2x, 4x, 6x, 8x, 10x, 20x, 40x, 100x.
 - (4) Forward and Reverse Playback frame by frame.
 - (5) Slow Forward and Reverse Playback at: 1/8x, 1/4x, 1/3x, 1/2x.
 - (6) Loop playback between two time markers.
- 13. The ability to display a single timeline or one timeline for each selected video stream, which would allow the operator to navigate through the video sequence by simply clicking on any point in the timeline.
- 14. The ability to display the level of motion at any point on a timeline.
- 15. The ability to clearly display bookmarked events on the timeline(s).
- 16. The ability to query archived video using various search criteria, including, but not limited to, time, date, camera, and area.
- 17. The tool necessary for searching video and associated audio based on user-defined events or motion parameters.
- 18. The ability to define an area of the video field in which to search for motion as well as define the amount of motion that will trigger search results with the client or with intelligent video analytics. The Client Application shall then retrieve all archived video streams that contain motion that meets the search parameters. There shall be a graphical timeline on which the time of each search hit shall be indicated.
- 19. The ability to browse through a list of all bookmarks created on the system and select any bookmarked event for viewing.
- 20. The ability to add bookmarks to previously archived video for easier searching and retrieval.
- 21. Support for digital zoom on playback video streams.
- 22. Still image export to PNG, JPEG, GIF, and BMP format with Date and Time stamp, and Camera Name on the image (snapshot).
- 23. Tools for exporting video sequences in standard video formats, such as ASF.

24. The ability to encrypt exported video files.
 25. The ability for an operator to load previously exported video files from their computer or network.
 26. The ability for queries to be saved upon closing the Client Application and reappear when the application is reopened.
 27. The ability to dynamically block, on demand, video stream dynamically to lower level users to prevent access, for a specific time, to live and recorded video.
 28. A tool building and exporting a set of videos into a single container. This tool shall allow the operator to build sequences of video to create a storyboard and allow the export of synchronous cameras.
 29. The ability to store the video export and still image export at a pre-defined storage location.
 30. An interface with the ability to list, search, and manipulate previously generated video exports.
 31. The ability to export sequences of video in open standards including ASF and MP4
 32. Visual Tracking
 - a. The Client Application shall support the ability to manually track a moving target with the single click of a button.
 - b. The ability to switch from one camera view to an adjacent camera shall be done within a single display tile.
 - c. Switching between camera streams shall be accomplished by simply clicking on a semi-transparent shape or overlay.
 - d. Visual tracking shall be available with both live and recorded video.
- D. WEB CLIENT
1. The VSS shall provide a desktop application and a web client interface for configuration, management, and/or viewing.
 2. The web client shall be a truly thin client with no download required other than an internet web browser or standard web browser plugins.
 3. The web client shall be platform independent and run within Microsoft Internet Explorer, Firefox, Safari, and Google Chrome.
 4. Video Stream shall be redirected to the Web Client with no stream transformation or re-encoding for all streams in H264, H265, and Mpeg4 ISO.
 5. The CONTRACTOR shall provide up to 10 number of simultaneous Web Clients.
 6. Functionalities:
 - a. Login using name and password or Active Directory support shall be available.

- b. Encrypted communications for all transactions.
- c. Print reports and export to CSV file.
- d. Video
 - (1) Live and playback video at 320 x 240, 640 x 480 or 1280 x 1024 @ 15 fps.
 - (2) Video export.
 - (3) 1, 4, 6 or 9 tiles.
 - (4) Basic PTZ Controls (Pan/Tilt, Zoom, go to presets, start pattern).
 - (5) Start / Stop recording.
 - (6) Alarm report.

E. MOBILE APPLICATION GENERAL REQUIREMENTS

1. The VSS shall support mobile apps for various off-the-shelf smartphones and tablets. The mobile apps shall communicate with the Mobile Server of the VSS over any WiFi or mobile network connection.
2. Mobile apps shall communicate with the VSS via a Mobile Server. Communication between the mobile device and the Mobile Server shall support optional encryption.
3. Supported manufacturers shall include:
 - a. Apple IOS devices.
 - b. Android based tablets and Smartphones.
 - c. Microsoft Windows based devices.
4. It shall be possible to download the mobile apps from the Central application store (Apple iTunes App Store, Google Play, Windows Store).
5. Functionalities:
 - a. Live monitoring and command and control of the VSS.
 - b. Receive alarm push notifications from the Apple Push Notification Server or from the Google Android push server.
 - c. Alarm management (view and acknowledge alarms, video tied to alarms).
 - d. View VSS hierarchy and search for entities.
 - e. Stream video from the mobile device using the built-in camera.
 - f. Video streams from mobile devices shall be available in the VSS to be viewed in live and recorded on the Archiver.
 - g. Video system shall provide the following:
 - (1) View live and playback video at 320 x 240, 640 x 480 or 1280 x 1024 @ 15 fps.

- (2) Monitor camera status.
- (3) View up to 6 video feeds.
- (4) Control PTZ functionality of a camera, including access to PTZ presets.
- (5) Save snapshots locally on the device.
- (6) View video tied to access control events, and alarms.

F. AUDIO SURVEILLANCE SYSTEM REQUIREMENTS

1. The Audio Surveillance System shall include the following:

- a. Audio surveillance equipment shall consist of microphones, speaker/microphones, combiners, and call stations with alarming base station. An alarm will be announced during a cry for help, distress call, breaking glass, or sounds of vandalism.
- b. System shall be able to listen-in to zone that is in alarm, talkback, and interrogate situation with 2-way communication.
- c. System components shall be as follows:
- d. Audio surveillance controller shall consist of a microprocessor-based monitor contained within a 19-inch standard rack panel 5-1/4 inches high. It will process input from microphones of condenser electret quality, phantom-powered with frequency characteristics of 20HZ through 15 KHZ + 4, -5 db. Microphone zones will be listening constantly, and up to six microphones may be combined in one zone. In addition, standard cone speakers or re-entrant projector horns may be combined with the system to allow audio interrogation, as required, to zones for 2-way communication.
- e. Provide zone cards with the following features and functions:
- f. N/O or N/C dry contact outputs for activation of CCTV system, remote alarm device, or annunciator panel
- g. LED zone alarm identification
- h. Two-second audio alert tone to sound when a zone goes into alarm state.
- i. Two continuously variable alarm threshold levels for amplitude of sound
- j. Two user-selectable, frequency-sensitive filters to match user-frequency demand
- k. Three-position selector switch for monitor/off/talk/back with spring return to off position

- l. Frequency and amplitude sensitivity adjustments shall be secured from unauthorized tampering by a panel door integral with unit, but accessible to operator from front panel.
- m. Provide 19-inch rack panels with the following:
 - n. Front panel-mounted "ALLZONE RESET" button
 - o. Day/night threshold sensitivity switch with user-programmable 24-hour clock
 - p. Controller shall be sound activated monitor base station Louroe Electronics No. DG-25 III and listen/talkback amplifier companion, or equal.
 - q. Microphones:
 - r. Microphones shall be omni-directional on stainless steel cover for mounting to single-gang box.
 - s. Frequency response shall be 40 Hz to 15 KHz and supply voltage shall be 12 volt DC supplied from controller.
 - t. Microphone shall be Louroe Electronics Verifact D, or equal.
 - u. Microphone Mixer/Combiner:
 - v. Mixer/combiner shall add up to 6 microphones per zone with sensitivity controls for zone balance for microphones. Unit shall be Louroe Electronics No. MLA-6, or equal.
 - w. Frequency response: 100 Hz to 10 KHz
 - x. Input level: 3dB
 - y. Output level: 13 dB
 - z. Supply voltage: 12 volt DC
 - aa. Call station shall consist of stainless steel cover-plate with red "CALL FOR HELP" panic button, containing 3 KHz oscillator to trigger controller zone sensor. Unit shall be Louroe Electronics No. DCS, or equal, and flush-mounted to single-gang box. Output shall be 1.5 volts RMS into 10K ohm load at 3 KHz.
 - bb. Talk/listen 2-way security station shall consist of stainless steel cover-plate and red "CALL FOR HELP" button. Unit shall be Louroe Electronics No. TLMC, or equal, and flush-mounted to 8 inch x 6 inch x 4 inch backbox.

- cc. Microphone frequency response: 40 Hz to 15 KHz
- dd. Microphone supply voltage: 12V DC
- ee. Microphone current drain: 3 MA
- ff. Speaker frequency response: 150 Hz to 12KHz
- gg. Speaker power handling: 2 watts
- hh. Speaker voice coil impedance: 8 ohms
- ii. Speaker input voltage: 70.7V
- jj. Microphones and Call Stations Cable:
 - 1. Cable Type B for, 2-conductor, 22 AWG (7" x 30") with 24 AWG (7" x 32") drain. West Penn No. 452, or equal.
- kk. Mixer/combiners, 2-Way Call Stations and Speakers/Microphones cable:
 - 1. Cable Type C, 4-conductor, 2 shielded 20 AWG (7" x 28"), 2 unshielded 18 AWG (7" x 26") with No. 22 AWG (7" x 30") drain wire. West Penn No. 356, or equal.

PART 3 - EXECUTION

3.01 DEPLOYMENT

- A. Deployment Management Service
 - 1. The Deployment Management service from the vendor shall include a Project Manager acting as the single point of contact for all communications between the CONTRACTOR and the vendor organization and who will be responsible for:
 - a. Conducting a Risk Assessment of the impact of potential risk factors on the operation of the vendor's ISMS.
 - b. Providing a project plan for the deployment of the vendor's ISMS.
 - c. Managing the development and deployment of the custom solution components that will be integrated into the vendor's ISMS (if applicable).
 - d. Providing a scope of work detailing the services to be provided by the vendor to assist in the deployment of the vendor's ISMS.
 - e. Coordinating and scheduling the vendor field services with the CONTRACTOR to assist with the deployment of the vendor's ISMS.

- f. Providing regular project status updates to the CONTRACTOR regarding the development of custom solutions (if applicable) and the deployment of the vendor's ISMS.
2. System Configuration and Commissioning Service. The System Configuration and Commissioning service from the vendor shall include a Field Engineer who will be responsible for:
- a. Assisting the CONTRACTOR's or subcontractor's onsite/remote technicians with the configuration and commissioning of the vendor's ISMS at the client site.
 - b. Conducting a test of the ISMS following the deployment of the system using real-world operator scenarios to ensure optimal system performance.
 - c. Providing the CONTRACTOR with a Service Report detailing the tasks completed during the deployment of the ISMS at the client site, as well as any recommendations for improving the performance of the ISMS that must be implemented by the CONTRACTOR.
 - d. Providing a knowledge transfer of the vendor's ISMS to the CONTRACTOR following the deployment of the ISMS at the client site.

3.02 INSTALLATION

- A. The CONTRACTOR or subcontractors main resources within the project shall carry proper professional certification issued by the manufacturer and verified by a third party organization to confirm sufficient product and technology knowledge.
- B. The CONTRACTOR shall carefully follow instructions in documentation provided by the manufacturer to ensure all steps have been taken to provide a reliable, easy-to-operate system.
- C. All equipment shall be tested and configured in accordance with instructions provided by the manufacturer prior to installation.
- D. All firmware found in products shall be the latest and most up-to-date provided by the manufacturer, or of a version as specified by the integrator of the VSS system.
- E. All equipment requiring users to log on using a password shall be configured with user/site-specific password/passwords. No system/product default passwords shall be allowed.
- F. A proper installation shall meet NEC (National Electrical Code) per the guidelines of that year's revision. When properly installed equipment meets Low Voltage, Class 2 classification of the NEC.

3.03 AUDIO SURVEILLANCE SYSTEMS INSTALLATION

PROJECT NAME
SCHOOL NAME

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM
28 2300-23

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220225

- A. Cable runs shall be continuous between devices. Connectors, fittings, terminations, splices, and passive devices shall not be installed in inaccessible locations. Provide connections only at outlets, junction boxes, and terminal cabinets and as indicated on Drawings.
- B. Exterior junction boxes for conduit and cable runs shall be 6 inch x 6 inch x 4 inch weatherproof enclosures, Federal No. A6R44, or equal. Conduit entries to junction boxes shall be furnished with compression waterproof connectors.
- C. Coaxial cable connectors shall be solderless type with nominal impedance of 75 ohms.
- D. Cables entering and exiting terminal cabinets and junction boxes shall be tagged with plastic-coated cable markers wrapped around cable.
- E. Cable connectors shall be installed with factory-recommended tools designed for connectors being installed.
- F. Provided cables provided shall be new and of recent manufacture. Cables with abrasions, kinks, or other damage shall not be installed.
- G. Wiring enclosures, terminal cabinets, outlets, control boxes, frames of cabinet racks and other enclosures shall be grounded.
- H. Work shall conform to California Electrical Code regulations and applicable local ordinances.

3.04 NAMING CONVENTIONS

- A. Cameras - All cameras shall be named in the NVR configurations using the following labeling scheme:

LOCATION CODE	-	CAMERA NUMBER	-	CHANNEL				
8	4	3	6	0	0	1	0	1

Example 1 → 8436-001-01 Camera No. 1 Channel 1

8	4	3	6	0	0	1	0	1
---	---	---	---	---	---	---	---	---

Example 2 → 8436-102-04 Camera No. 2 Channel 4

- B. Weather proof labels showing the corresponding camera number shall be applied to each camera's housing.

3.05 TESTING

- A. The VSS system shall be tested in accordance with the following:

PROJECT NAME
SCHOOL NAME

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM
28 2300-24

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1. Conduct a complete inspection and test of all installed access control and security monitoring equipment. This includes testing and verifying connection to equipment of other divisions such as intrusion detection and access control systems.
 2. Provide staff to test all devices and all operational features of the Security Management System for witness by the Owner's representative and authorities having jurisdiction as applicable.
 3. Correct deficiencies until satisfactory results are obtained.
- B. Submit written copies of test results.
Complete Checklist for Security VSS provided in Appendix A.

3.06 PROTECTION

- A. Protect the Work of this section until Substantial Completion.

3.07 OWNER ORIENTATION (TRAINING)

- A. Before contract closeout provide the following training and orientation:
1. Provide a minimum 48 hours training for LAUSD designated representatives. The content of the training is advanced instruction on the use, programming, maintenance and troubleshooting of the video surveillance system, devices and components.
 - a. Materials shall include training manuals and hands-on lab exercises.
 - b. The training shall be provided at the equipment manufacturer's authorized training facility located in Los Angeles County.
 - c. Training shall consist of classroom instruction including intensive course work covering the following topics:
 - (1) Product Features and Technical Specifications
 - (2) Implementation and Design as-built documentation, including familiarization with drawing sets, symbols and notation as well as other record documents.
 - (3) Complete understanding of the system architecture and design of implemented solution.
 - (4) Complete function and feature analysis on implemented solution including programming, operation, trouble shooting, error messages, etc.

3.08 CLEANUP

- A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

PROJECT NAME
SCHOOL NAME

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM
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PROJECT NAME
SCHOOL NAME

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM

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APPENDIX A

Checklist for Security CCTV

The following criteria must be met before ITD will accept this system for maintenance.

CCTV Installation Check List	Y	N	Initials
Is all equipment installed as specified?	<input type="checkbox"/>	<input type="checkbox"/>	
Monitors (For campus CCTV, verify its location is a secured)	<input type="checkbox"/>	<input type="checkbox"/>	
NVR Image Server (For campus CCTV, recording is limited to 30 days max)	<input type="checkbox"/>	<input type="checkbox"/>	
Video/Matrix Controllers Make _____ Model _____	<input type="checkbox"/>	<input type="checkbox"/>	
Cameras	<input type="checkbox"/>	<input type="checkbox"/>	
Verify cameras are not viewing area off campus, aimed towards rest room entrances, or any other areas with an expectation of privacy)	<input type="checkbox"/>	<input type="checkbox"/>	
Camera housings and brackets for inside and outside applications	<input type="checkbox"/>	<input type="checkbox"/>	
Rack and terminal cabinets/ cable and connectors	<input type="checkbox"/>	<input type="checkbox"/>	
Does installation follow industry standards and specifications? Does installation comply with LAUSD Video Surveillance Policy?	<input type="checkbox"/>	<input type="checkbox"/>	
Are all cable terminations in terminal cabinets labeled properly?	<input type="checkbox"/>	<input type="checkbox"/>	
Are cables marked clearly and indelibly marked?	<input type="checkbox"/>	<input type="checkbox"/>	
Does cable number match with posted list?	<input type="checkbox"/>	<input type="checkbox"/>	
Are all outdoor cameras protected from direct sunlight?	<input type="checkbox"/>	<input type="checkbox"/>	
Are charts posted at console and terminal cabinets?	<input type="checkbox"/>	<input type="checkbox"/>	
Is cabling in terminal cabinets and console loomed and helically wrapped?	<input type="checkbox"/>	<input type="checkbox"/>	
Is there other media cabling sharing the conduit? Have the proper connectors and crimpers been used?	<input type="checkbox"/>	<input type="checkbox"/>	
Are cameras which are out of reach of ladders and require a lift for maintenance, located where a lift can easily be placed underneath?	<input type="checkbox"/>	<input type="checkbox"/>	
Circle One: Cameras use data network (IP-based, VLAN 4), or use separate, isolated fiber and/or Cat 5E/6 cabling.	<input type="checkbox"/>	<input type="checkbox"/>	
Explicit approval documentation provided for any Wireless Cameras	<input type="checkbox"/>	<input type="checkbox"/>	
If wireless cameras are used, list approved Security features _____			
Are terminal cabinets and cross-connects installed indoors? Are ground connections to specification?	<input type="checkbox"/>	<input type="checkbox"/>	
Have zones coverage been identified? Is each camera's coverage as specified?	<input type="checkbox"/>	<input type="checkbox"/>	
# of pan/tilt/zoom cameras: _____ # of fixed cameras: _____			
Can 16 cameras output be displayed individually, quad format, 9 split screen, 10 split screen and all at once.	<input type="checkbox"/>	<input type="checkbox"/>	
Is image and color display on playback and real time clear?	<input type="checkbox"/>	<input type="checkbox"/>	

PROJECT NAME
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VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM
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Functionality Check List	Pass	Fail	Initials
Can camera controls be adjusted manually and remotely?	<input type="checkbox"/>	<input type="checkbox"/>	
Pan/Tilt/Zoom Operation. Has a joystick for pan/tilt/zoom been provided?	<input type="checkbox"/>	<input type="checkbox"/>	
List make and model of PTZ cameras: Make/Model _____	<input type="checkbox"/>	<input type="checkbox"/>	
List make and model of fixed cameras: Make/Model _____	<input type="checkbox"/>	<input type="checkbox"/>	
Iris control and focus	<input type="checkbox"/>	<input type="checkbox"/>	
Test recording modes	<input type="checkbox"/>	<input type="checkbox"/>	
- Motion activated	<input type="checkbox"/>	<input type="checkbox"/>	
- Time activated	<input type="checkbox"/>	<input type="checkbox"/>	
- Continuous recording	<input type="checkbox"/>	<input type="checkbox"/>	
- Alarm activated	<input type="checkbox"/>	<input type="checkbox"/>	
- Pre-alarm and Post-alarm recording	<input type="checkbox"/>	<input type="checkbox"/>	
Is recording storage capacity as specified?	<input type="checkbox"/>	<input type="checkbox"/>	
Is recording storage configured for RAID V?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the system resume operations after a power outage? (With no operator assistance)	<input type="checkbox"/>	<input type="checkbox"/>	
Does the system provide notice of an alarm by visual notification, callback, pager, or e-mail to designated operator without interrupting the recording process?	<input type="checkbox"/>	<input type="checkbox"/>	
Does the system provide an alarm history buffer as specified? (1000 incidents)	<input type="checkbox"/>	<input type="checkbox"/>	

Audio Surveillance Check List	Pass	Fail
Functionality Check List	Pass	Fail
Test audio surveillance.	<input type="checkbox"/>	<input type="checkbox"/>
Does the alarm annunciation provide 2-way communication?	<input type="checkbox"/>	<input type="checkbox"/>
Does an alarm provide zone identification?	<input type="checkbox"/>	<input type="checkbox"/>
Does an alarm provide an alert annunciation tone?	<input type="checkbox"/>	<input type="checkbox"/>
Is the 2-way communication clear?	<input type="checkbox"/>	<input type="checkbox"/>
Does the 3-position call switch work as specified?	<input type="checkbox"/>	<input type="checkbox"/>

All above criteria has been verified: *(check all that apply)*

Type of CCTV System:

Front Door/Main Office Intercom-CCTV Staff Parking Lot CCTV Campus CCTV

PROJECT NAME
SCHOOL NAME

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM
28 2300-28

02/25/2022

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Location/address

[Empty rectangular box for location/address]

School Principal

(Print Name)

Signature

Date

OWNER/Project Manager

(Print Name)

Signature

Date

ITD QA Representative

(Print Name)

Signature

Date

ITD Quality Assurance
Deputy Director

(Print Name)

Signature

Date

School Accepted?

Yes _____ No _____

Date _____

PROJECT NAME
SCHOOL NAME

VIDEO SURVEILLANCE SYSTEM AND AUDIO SURVEILLANCE SYSTEM

02/25/2022
28 2300-29



Los Angeles Unified School District

INVOICE

Maintenance & Operations

333 S. Beaudry Ave., 22nd Floor
 Los Angeles, CA 90017
 Phone 213-241-1198

BILL TO

Magnolia Science Academy Bell (5166)

6411 Orchard Ave
 Bell, CA 90201

Attn:

- Cafer Turan/Controller cturan@magnoliapublicschools.org
- Steve Budhreja/CFO sbudhreja@magnoliapublicschools.org
- Lesia Nwankwo lnwankwo@magnoliapublicschools.org

INVOICE #	DATE
-----------	------

ITD_Security Camera	7/25/2023
---------------------	-----------

COMPLEX PROJECT MANAGER	PREPARED BY
-------------------------	-------------

Maria Thorpe	Carmen De Paz
--------------	---------------

SITE	TERMS
------	-------

Orchard Academies (5154)	Due Upon Receipt
--------------------------	------------------

Make all checks payable to:

Los Angeles Unified School District and send to:

LAUSD Maintenance & Operations,
 Attn: Christine Esto
 333 S. Beaudry Ave., 22nd Floor
 Los Angeles, CA 90017

DESCRIPTION	Total
-------------	-------

LAUSD_ITD to perform installation of security cameras	
Equipment	\$ 21,993.67
DQAB Installation, Configuration, and Training Services	\$ 18,720.00
CSIB Infrastructure and Camera Mounting Labor	\$ 46,200.00

<i>Thank you for your business!</i>	GRAND TOTAL	\$	86,913.67
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Documentation Reviewed	
	<i>7/25/2023</i>
Maria Thorpe Complex Project Manager	Date

For any follow up questions, please contact Maria Thorpe at 1-213-503-5437

Magnolia Charter on Orchard Academy (????)
Site: 6411 ORCHARD AVE, BELL, CA 90201

Part Number	Product Description	Manufacture	MSRP (USD)	Discount	Price (USD)	Quantity	Extended	Taxable	Contract Section
SVW-304E-SF1S1000-I7	Streamvault™ 304E Series - 1-Bay SFF Workstation 1x NVIDIA Quadro 1000 Series GPU 1x Core i7-11700 16GB 1x 256GB M.2 SSD 1x 1TB SATA 1x 1GbE RJ45 1x 300W PSU Windows 10 Embedded 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed.	Genetec	\$ 3,410.00	23%	\$ 2,625.70	1	\$ 2,625.70	Y	II-A
SV-2020E-R4-24T-8-236	Streamvault™ 2020E Series - 1U 4-Bay Appliance 24TB Raw RAID 5 1x Xeon E-2236 16GB RAM 2x 240GB M.2 SSD 3x 8TB NLSAS 2x 1GbE RJ45 2x 350W PSU Windows Server 2019 Standard 5YR NBD KYHD Warranty - Genetec™ Security Center pre-installed. License sold separately.	Genetec	\$10,600.00	23%	\$ 8,162.00	1	\$ 8,162.00	Y	II-A
SV-E-ACC-SRV-IDRAC-ENT-14G	IDRAC ENTERPRISE LICENSE 14G SERVERS	Genetec	\$340.00	23%	\$ 261.80	1	\$ 261.80	Y	II-A
GSC-0m-E-1C	1 camera connection	Genetec	\$ 250.00	23%	\$ 192.50	6	\$ 1,155.00	N	II-C
ADV-CAM-E-5Y	GENETEC, Advantage for 1 Omnicast Pro Camera - 5 years	Genetec	\$ 144.00	23%	\$ 110.88	6	\$ 665.28	N	II-C
02060-001	AXIS P3818-PVE 4 Element 180	Axis	\$ 1,349.00	24%	\$ 1,024.97	2	\$ 2,049.94	Y	II-A
01500-001	AXIS 4 ELEMENT 270/360 P3719-PL	Axis	\$ 1,599.00	24%	\$ 1,214.92	2	\$ 2,429.84	Y	II-A
02415-001	AXIS P4705-PLVE 2x2 dual sensor multidirectional camera with 360° IR	Axis	\$ 899.00	24%	\$ 683.06	2	\$ 1,366.12	Y	II-A
TAX	9.50%						\$ 1,777.99		
MISC	Network Upgrades, Monitor and Shipping Allowance						\$ 1,500.00		
							Sub-Tot H		
							\$ 21,993.67		
	DQAB Installation, Configuration, and Training Services						\$ 18,720.00		
	CSIB Infrastructure and Camera Mounting Labor						\$ 46,200.00		
							Total Estimate		
							\$ 86,913.67		

YES. Please proceed with the Job

USE THE FUNDING:

SAP Fund	Requesting Cost Center	Functional Area	WBS Element (Level 4)

Area Fiscal Specialist Name: _____

Telephone Number: _____

NO. Please do not proceed with the Job

NAME _____

TITLE _____

SIGNATURE _____

Date: _____

Coversheet

Approval of Nationwide Agreement for 403b & 457 Retirement Plans

Section: IV. Action Items
Item: H. Approval of Nationwide Agreement for 403b & 457 Retirement Plans
Purpose: Vote
Submitted by:
Related Material: IV_H_Nationwide Agreement for 403b & 457 Retirement Plans.pdf



Agenda Item:	IV H: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Steve Budhraj Ed.D, Chief Financial Officer
RE:	Approval of Nationwide Agreement for 403b & 457 Retirement Plans

Action Proposed:

I move that the Board approve the agreement between Magnolia Public Schools and Nationwide for 403b & 457 retirement plan services for all MPS employees.

Background:

Many charter schools offer supplemental retirement plans for their employees. MPS currently offers supplemental retirement plans through John Hancock. Under the current plan, Home Office employees are eligible to participate in a 401k in order to supplement their retirement income. The current plan however, does not allow for 403b or 457 plan options and is only available to Home Office employees. Therefore, school site employees are not eligible to participate in this plan.

The proposed plan with Nationwide would allow all MPS employees to participate in supplemental retirement plans including 403b and 457 plans. Under this plan, employees would be able to set up their own accounts through Nationwide and elect to make contributions from their paycheck into the plan of their choice. MPS would have the ability for defined contribution, which would allow us to match up to 4 percent of the employee’s contribution at its discretion each year.

Budget Implications:

Under the Nationwide Plan, the total estimated costs would be \$20,297 based on the projected number of participants. Currently, we pay approximately \$17,078 annually to John Hancock for these services. Given the greater level of participation, the projected fees would allow for some additional savings as the cost per participant with Nationwide is overall less than the fees paid to our existing provider.

The MPS Finance Department will evaluate overall participation in order to determine the amount of money required in order to provide a matching contribution for employees. Once the amount is calculated, we will bring this item back to the board and make a recommendation on the employer match, if any for the 2023-24 fiscal year.

Exhibits:

Agreement for Services between MPS and Nationwide.



Nationwide®
is on your side

Magnolia Public Schools
88933 Product Package
Nationwide® Retirement Flexible AdvantageSM

Prepared by:
Nationwide® Retirement Plans

Presented by:
Joseph Fay
Securian Financial Services, Inc.
August 8, 2023

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

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FOR PLAN SPONSOR USE ONLY

PNM-3223AO (04/16)

Welcome.

We know that you have many choices when it comes to your group retirement plan provider. Thank you for choosing Nationwide® as your retirement provider. Enclosed you will find all the necessary documents that need to be signed. Signing these documents will get you closer in the establishment of your Retirement Plan.

Please return documents to:
Nationwide® Retirement Plans
Attn: *Justin Billings*
10 W. Nationwide Boulevard
Attn: 05-04-204X New Business
Columbus, OH 43215

For questions contact *Justin Billings* - Your Implementation Manager at (614) 435-5448



Table of Contents

Please review all enclosed documents and sign where indicated.

Document indicated in this color selection(s) or signature

Products Highlight Tab

- Product Highlights

The Nationwide Financial Investment Platform Tab

- Program Agreement
 - Executive Summary
 - QDIA/Default Fund Selection Schedule
 - Fund Selection Schedule (Maximum limit: 50 funds)
- Summary of Contract Information
- Fixed Group Annuity Contract Application and Specimen Contract
- RIA Plan Sponsor Agreement
- RIA Schedule of Fees

Financial Professional Compensation Agreement(s) Tab

- Disclosure Statement
- Compensation Page

Miscellaneous Administration Form(s) Tab

- Plan Sponsor Questionnaire
- Employee Notice Delivery Election Form

Acceptance Agreement - Product Tab

- Acceptance Agreement – Product

Nationwide[®] Retirement Plans
Highlights for:
196-88933 Magnolia Public Schools 403(b) Plan

Product Highlights

The information listed below offers an overview of the products and services you have selected for your Plan. There is detailed information about each item in the following legal documents.

Nationwide[®] Investment Platform

Nationwide Retirement Flexible Advantage[®]

Products and services added to this plan:

- **Fund Window**
 - o Allows participants access to hundreds of investment options with no additional charge
- **Managed Account Services**
 - o Gives the participant the opportunity to hand the investment decisions to a Registered Investment Advisor for a fee
 - o No additional charge to Plan Sponsor, only participants that elect the service will be assessed a fee
- **Nationwide Fixed Contract[®]**
 - o A group annuity contract issued by Nationwide Life Insurance Company that offers a competitive guaranteed interest rate on an annual basis. Limits exchanges to other investment options to 20% per year; amounts exchanged in excess of this limit as well as transfers to a successor contract may be reduced by a market value adjustment.
 - o 1.60% Annual Net Rate

Refer to the next page for a list of Expenses.

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.



Expenses

The following expenses are applicable to your plan. There is detailed information about each item in the legal documents that follow. Additional Administrative Fees paid to your Administration Firm may apply. Please refer to all legal documents for additional information on all applicable expenses.

Termination Fee	No Termination Fee Applies
Account Fee	\$0 - The plan has elected no Custodial Services.
Nationwide Asset Fee	0.37%
Financial Advisor Commission Cost	0.55%
Total Asset Fee	0.92%

This material is not a recommendation to buy, sell, hold or roll over any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB. Nationwide Investment Services Corporation, member FINRA. In MI only: Nationwide Investment Svcs. Corporation. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.



Nationwide[®] Retirement Plans

Nationwide Retirement Flexible Advantage Program Agreement ("Agreement")

This Agreement, including the following Schedules;

- QDIA / Default Fund Selection Schedule
- Redemption Fee Schedule
- Administration Firm Schedule
- Fund Access Schedule
- Managed Account Services Schedule
- Report Schedule
- Termination Schedule
- Disclosure Schedule
- Fund Selection Schedule

is made between **Magnolia Public Schools** ("Plan Sponsor") and Nationwide Trust Company, FSB as **Custodian** ("Nationwide") pursuant to the **Magnolia Public Schools 403(b) Plan** ("Plan") to establish the **Custodial Account** for **Magnolia Public Schools 403(b) Plan** ("Account").

The Plan Sponsor appoints **National Benefit Services LLC** as the Administration Firm to fulfill the duties as described in this Agreement.

The Plan Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan complies with the Employee Retirement Income Security Act of 1974 ("ERISA") and applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to meet the requirements of Code Section 403(b)(7), to qualify for treatment under Code Section 401(f), to be tax-exempt under Code Section 501(a), and to conform to all other applicable requirements of ERISA and the Code. The Plan Sponsor acknowledges and agrees that Nationwide is not a fiduciary or a named fiduciary within the meaning of ERISA Sections 3(21) and 402(a). The Plan Sponsor agrees that it will provide Nationwide with all information necessary for the Account to meet and maintain compliance with the requirements of Code Section 403(b)(7).

Specifically, the Plan Sponsor represents and warrants the following: (i) Plan Sponsor is an employer eligible to offer programs under Section 403(b) of the Code and ERISA; (ii) the Plan is governed by a written plan document executed and effective in accordance with the Code which lists Nationwide as the sole approved Provider and which incorporates the Program Agreement; (iii) the Plan document prohibits deferrals from being made to contracts with Providers other than Nationwide; (iv) Plan Sponsor shall notify Nationwide prior to adding any other approved Provider(s); (v) Plan Sponsor shall not allow investment of any assets of the Plan with a Provider that is not listed as an approved Provider in the Plan document and, in the event such investment does occur or has occurred, Plan Sponsor shall enter into an Information Sharing Agreement with such Provider; and (vi) Plan Sponsor shall monitor the administration of the Plan to ensure that operations are compliant with the terms of the Plan document and with ERISA and Section 403(b) of the Code and the regulations thereunder, including but not limited to Treasury Regulation Section 1.403(b)-3. For purposes of this section, "Provider" means any insurance company qualified to issue annuity contracts which include payment in the form of an annuity or any provider of custodial accounts in which contributions are or were made under the Plan.



(03/2021)
196-88933

Section A Page: 1 of 13
Magnolia Public Schools

Program Agreement
08/07/2023 12:37 PM

EXECUTIVE SUMMARY

PURPOSE

The Executive Summary provides details about fees, features of the Account and includes additional options which the Plan Sponsor may elect to include in the Account.

FUND WINDOW ACCESS

If the Plan Sponsor elects to make Fund Window, as described in the Definitions and Fund Access Schedule, available to all Plan Participants, the box below **must** be checked.

Plan Sponsor elects to offer Fund Window.

ASSET FEES

The Asset Fee(s) below, payable to Nationwide, applies to all Funding Vehicle(s), excluding any applicable Group Annuity Contracts. The annual Asset Fee is as follows:

0.92 % for Fund(s)

The Asset Fee may increase or decrease based on various factors which may include, but is not limited to, Asset Balance, Average Asset Balance, Average Participant Balance, number of Participants and the assets held in specific Funding Vehicle(s) and services. Any changes to the Asset Fee will be made in accordance with the Amendment provisions of this Agreement. Such notice may be made in an electronic format by Nationwide. Refer to the Fund Access Schedule for further information regarding the modification of the Asset Fee.

PER PARTICIPANT FEE

The Per Participant Fee below, payable to Nationwide Trust Company, FSB, may be charged to the Plan to cover Participant recordkeeping expenses incurred by Nationwide. The Per Participant Fee may increase or decrease based on the Average Participant Balance and the Average Asset Balance. Any changes to the Per Participant Fee will be made in accordance with the Amendment provisions of this Agreement.

Fee Deducted from Plan assets (DEFAULT)

A Per Participant Fee of \$4 per month will be deducted from each account with a balance accordingly.

EXECUTIVE SUMMARY

Bill to Plan Sponsor

Nationwide will bill the Plan Sponsor for the amount of the Per Participant Fee after the close of each calendar quarter-end. The dollar amount to be billed will be determined by multiplying the number of Participants with a balance at the close of each calendar quarter-end by \$12. The Plan Sponsor shall remit the Per Participant Fee as indicated in the invoice no later than thirty (30) calendar days after the invoice date.

If the Plan Sponsor fails to pay the invoiced Per Participant Fee by the sixtieth (60) calendar day following the invoice date, the Plan Sponsor directs Nationwide to deduct the Per Participant Fee as stated in the invoice from each account with a balance accordingly at the time of deduction. In addition, Nationwide reserves the right to change the assessment method for future Per Participant Fees from billing to deduct from the Account on a monthly basis if payments are not remitted by the date due.

When a request for a total Plan Transfer or termination is received, Nationwide will calculate the final Per Participant Fee amount owed and deduct it from each account with a balance accordingly within five (5) Business Days prior to the liquidation date.

The Plan Sponsor may change the assessment method by submitting Written Instruction(s) to Nationwide in the Required Format.

EXECUTIVE SUMMARY

SINGLE SUM FEE

The Single Sum Fee below, payable to Nationwide Trust Company, FSB, may be charged to the Plan to cover recordkeeping expenses incurred by Nationwide. The Single Sum Fee may increase or decrease based on the Average Asset Balance. Any changes to the Single Sum Fee will be made in accordance with the Amendment provisions of this Agreement.

Fee Deducted from Plan assets (DEFAULT)

A Single Sum Fee of \$0 per year will be deducted on a pro rata basis from each account with a balance accordingly at the end of each Agreement Year.

Bill to Plan Sponsor

Nationwide will bill the Plan Sponsor for the amount of the Single Sum Fee, if applicable, after the close of each calendar quarter-end. The dollar amount to be billed will be determined by dividing the annual fee of \$0 by 4. The Plan Sponsor shall remit the Single Sum Fee as indicated in the invoice no later than thirty (30) calendar days after the invoice date.

If the Plan Sponsor fails to pay the invoiced Single Sum Fee by the sixtieth (60) calendar day following the invoice date, the Plan Sponsor directs Nationwide to deduct the Single Sum Fee as stated in the invoice from each account with a balance accordingly on a pro rata basis at the time of deduction. In addition, Nationwide reserves the right to change the assessment method for future Single Sum Fees from billing to deduct from the Account on an annual basis if payments are not remitted by the date due.

When a request for a total Plan Transfer or termination is received, Nationwide will calculate the final Single Sum Fee amount owed and deduct it from each account with a balance accordingly on a pro rata basis within five (5) Business Days prior to the liquidation date.

The Plan Sponsor may change the assessment method by submitting Written Instruction(s) to Nationwide in the Required Format.

EXECUTIVE SUMMARY

ACCOUNT FEE

No Custodial Reporting. No Annual Custodial Account Fee applies. The Plan Sponsor acknowledges that Nationwide is under no obligation to prepare any reports, but may do so at its sole discretion at the request of the Plan Sponsor or its Administration Firm and upon receipt of a minimum fee of \$200. Requested reports are not the same as those provided with Nationwide's Annual Custodial Reporting service and will not include information necessary for completion of the Form 5500, if applicable, or to assist with audits for larger plans. If the Plan Sponsor decides at a later date to choose the Annual Custodial Reporting option, annual custodial reports will be provided only from that date forward, and will not be provided for periods prior to the change in reporting levels.

EXECUTIVE SUMMARY

TERMINATION FEE

No Termination Fee is applicable to the Account.

ADMINISTRATIVE FEES

The Plan Sponsor has authorized the Administration Firm to receive fees forwarded by Nationwide[®], or its designee, made payable to the Administration Firm, withdrawn from any Funding Vehicle(s) held in the Account. Such fees will be for the sole purpose of providing payment of Plan administration service fees for services rendered by the Administration Firm to the Plan. Nationwide shall accept the Administration Firm's direction as to the fees to be withdrawn.

PLAN SPONSOR AUTHORIZATION

Plan Sponsor authorizes Nationwide to provide third-party service providers, hired by the Plan, with access to Plan and Participant Level information that Nationwide holds including, but not limited to, Participant name, Social Security Number, account values, fund balances, transaction histories and Funding Vehicle(s) allocations ("Plan Related Information"). Plan Sponsor represents that such third-party service providers are authorized by the Plan to receive such information from Nationwide and are obligated to protect the information and keep it confidential as required by applicable law. Nationwide's authorization to share Plan Related Information includes agents, vendors and other service providers that the Plan's third-party service provider may work with in order to carry out their services and obligations to the Plan. Nationwide shall have no liability or responsibility for third-party service provider's use of Plan Related Information.

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Case Number: 196-88933Case Name: Magnolia Public Schools**STEP 1:** Select **either** Default Suspense Fund or Qualified Default Investment Alternative (QDIA)/Default Suspense Fund

- | | |
|--------------------------|----------------------------|
| <input type="checkbox"/> | Default Suspense Fund |
| Or | |
| <input type="checkbox"/> | QDIA/Default Suspense Fund |

STEP 2: Select **one** of the **three** alternate funding options below:

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Option 1: <u>Balanced/Other Fund – please complete all fields. Information can be found within the Fund Selection Schedule.</u> |
|--------------------------|--|

Balanced/Other Fund (if Default Suspense Fund is selected)

Fund Name

Fund Code

OR

- | | |
|--------------------------|---|
| <input type="checkbox"/> | Option 2: <u>Managed Account Services – please consult with your managed account provider.</u> |
|--------------------------|---|

Managed Account Services

Note: Contributions will initially be placed in a default fund prior to being placed in the Managed Account Services. Please list the default fund of your choosing by indicating the Fund Name and Fund Code in the space provided below. Information can be found in the Fund Selection Schedule.

Fund Name

Fund Code

OR

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Option 3: <u>Targeted Retirement Date Fund Group - please complete the following 2 steps.</u> |
|--------------------------|--|

Targeted Retirement Date Fund Group**Step 1:** Provide Normal Retirement Age: _____ (must be whole number)

Note: The funds nearest the year the Participant will reach Normal Retirement Age will be the rounding method.

Step 2: Select one target group. For a full listing of all funds available in the fund group, please see below.

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Mutual Funds

<u>Select</u>	<u>Fund Group</u>	<u>Name</u>
<input type="checkbox"/>	NRO	Nationwide Targeted Destination Funds
<input type="checkbox"/>	AC6	American Funds Target Date Retirement Funds
<input type="checkbox"/>	VCO	Vanguard Target Retirement Date Funds
<input type="checkbox"/>	AMR	American Century One Choice Portfolio Funds R6
<input type="checkbox"/>	FFI	Fidelity Advisor Freedom Funds
<input type="checkbox"/>	JPR	JPMorgan SmartRet Flex R6
<input type="checkbox"/>	TRR	T.Rowe Price Retirement Funds
<input type="checkbox"/>	TIA	TIAA CREF LfCyc Ind Inst

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Targeted Retirement Date Fund Groups:

Please note by adding a group, you are adding ALL funds in that group.

Mutual Fund Name	Fund Code
Fund Group NRO	
NW DEST 2025 R6	NWOA
NW DEST 2030 R6	NWPA
NW DEST 2035 R6	NWQA
NW DEST 2040 R6	NWRA
NW DEST 2045 R6	NWSA
NW DEST 2050 R6	NWTA
NW DEST 2055 R6	VBXA
NW DEST 2060 R6	CVYA
NW DEST RTRMT R6	NWMA
Fund Group AC6	
AMFDS 2010 TRGTDTRTRMT R6	RFTA
AMFDS 2015 TRGTDTRTRMT R6	RFJA
AMFDS 2020 TRGTDTRTRMT R6	RRCA
AMFDS 2025 TRGTDTRTRMT R6	RFDA
AMFDS 2030 TRGTDTRTRMT R6	RFEA
AMFDS 2035 TRGTDTRTRMT R6	RFFA
AMFDS 2040 TRGTDTRTRMT R6	RFGA
AMFDS 2045 TRGTDTRTRMT R6	RFHA
AMFDS 2050 TRGTDTRTRMT R6	RFIA
AMFDS 2055 TRGTDTRTRMT R6	BEGA
AMFDS 2060 TRGTDTRTRMT R6	CXSA
AMFDS 2065 TRGTDTRTRMT R6	GCEA
Fund Group VCO	
VNGRD TRGT RTRMT 2020 INV	VTWA
VNGRD TRGT RTRMT 2025 INV	VTTA
VNGRD TRGT RTRMT 2030 INV	VTHA
VNGRD TRGT RTRMT 2035 INV	VHTA
VNGRD TRGT RTRMT 2040 INV	VFOA
VNGRD TRGT RTRMT 2045 INV	VTIA
VNGRD TRGT RTRMT 2050 INV	VFFA
VNGRD TRGT RTRMT 2055 INV	VVXA
VNGRD TRGT RTRMT 2060 INV	BWGA
VNGRD TRGT RTRMT 2065 INV	EHJA
VNGRD TRGT RTRMT 2070 INV	GTYA
VNGRD TRGT RTRMT INC	VTNA
Fund Group AMR	

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

AMCENT IN RTRMT R6	EHMA
AMCENT ONECHOICE2025 R6	EESA
AMCENT ONECHOICE2030 R6	EEUA
AMCENT ONECHOICE2035 R6	EEWA
AMCENT ONECHOICE2040 R6	EEYA
AMCENT ONECHOICE2045 R6	EFAA
AMCENT ONECHOICE2050 R6	EFCA
AMCENT ONECHOICE2055 R6	EFEA
AMCENT ONECHOICE2060 R6	EFGA
AMCENT ONECHOICE2065 R6	GDYA
Fund Group FFI	
FIDADV FREE 2010 INST	ALYA
FIDADV FREE 2015 INST	AMLA
FIDADV FREE 2020 INST	ALZA
FIDADV FREE 2025 INST	AMAA
FIDADV FREE 2030 INST	AMDA
FIDADV FREE 2035 INST	AMGA
FIDADV FREE 2040 INST	AMHA
FIDADV FREE 2045 INST	AMJA
FIDADV FREE 2050 INST	AMKA
FIDADV FREE 2055 INST	BTUA
FIDADV FREE 2060 INST	CVJA
FIDADV FREE INC INST	AMNA
Fund Group JPR	
JPM SMARTRET 2020 R6	EAUA
JPM SMARTRET 2025 R6	EAVA
JPM SMARTRET 2030 R6	EAWA
JPM SMARTRET 2035 R6	EAXA
JPM SMARTRET 2040 R6	EAYA
JPM SMARTRET 2045 R6	EAZA
JPM SMARTRET 2050 R6	EBAA
JPM SMARTRET 2055 R6	EBBA
JPM SMARTRET INC R6	EDYA
Fund Group TRR	
TROWEPR RTRMT I 2020 I	ECAA
TROWEPR RTRMT I 2030 I	ECDA
TROWEPR RTRMT I 2065 I	GNGA

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

Fund Group TIA	
TIAACRF LFCYCIND 2010 INS	DMOA
TIAACRF LFCYCIND 2015 INS	DMPA
TIAACRF LFCYCIND 2020 INS	DMQA
TIAACRF LFCYCIND 2025 INS	DMUA
TIAACRF LFCYCIND 2030 INS	DMWA
TIAACRF LFCYCIND 2035 INS	DMXA
TIAACRF LFCYCIND 2040 INS	DMYA
TIAACRF LFCYCIND 2045 INS	DMZA
TIAACRF LFCYCIND 2050 INS	DNBA
TIAACRF LFCYCIND 2055 INS	DNCA
TIAACRF LFCYCIND 2060 INS	DNDA
TIAACRF LFCYCIND 2065 INS	GFIA
TIAACRF LFCYCINDRTINC INS	DNEA

QDIA/Default Suspense Fund Disclosures

As Plan Sponsor, I authorize Nationwide Trust Company, FSB ("Nationwide") to allocate the Plan Participant's account balance and new contributions to the QDIA/Default Suspense Fund identified above.

Any investment that has been selected is the QDIA/Default Suspense Fund, as applicable, into which I, the investment fiduciary, or my financial advisor, directed Nationwide to invest the assets of the Plan. This selection may or may not be similar to the Plan's existing fund lineup. It is not based on any assessments by Nationwide of the particular needs of the Plan or its Participants.

It is ultimately my, the investment fiduciary's or the investment advisor's responsibility to ensure the appropriateness of the investment lineup for the Plan - not Nationwide's. Nationwide is not making a recommendation by investing Plan assets according to the direction received and is acting in all respects as custodian/directed trustee.

Participants must have a Social Security Number in order for deposits received by Nationwide to be processed. All deposits received by Nationwide for a Participant that does not have an established investment mix will be automatically allocated to the QDIA/Default Suspense Fund within the applicable Participant account within three business days.

The QDIA/Default Suspense Fund must be a designated variable fund for the Plan. If the fund I select as the QDIA/Default Suspense Fund is not also selected on the Fund Selection Schedule, I understand that this form will be used as my request and authorization to add the fund as a Designated Fund to my Plan. Due to possible market value adjustments and other restrictions, the Fixed Annuity contracts are not available as a Default Suspense Fund option.

I understand if the Managed Account Services ("MAS") option is not currently available to my Plan, and the Managed Account Services is selected as the QDIA/Default Investment, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Investment will not be established until additional paperwork is received by Nationwide in the Required Format.

I understand if the Asset Allocation Model option is not currently available to my Plan, and the Asset Allocation Model is selected as the QDIA/Default Investment, additional paperwork, including the completion of the Asset Allocation Usage Agreement, will be required by Nationwide to add this option and the QDIA/Default Investment will not be established until additional paperwork is received by Nationwide in the Required Format.

I understand if Collective Investment Funds ("CIF") are not an option currently available to my Plan, and a CIF is selected as the QDIA/Default Suspense Fund above, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Suspense Fund will not be established until additional paperwork is received by Nationwide in the Required Format.

(03/2021)
196-88933

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Magnolia Public Schools

QDIA Fund Selection Schedule
08/07/2023 12:37 PM

DEFAULT FUND SELECTION SCHEDULE QDIA/DEFAULT SUSPENSE FUND

QDIA/Default Suspense Fund Disclosures (CONTINUED)

Additionally, if the Income America 5ForLife Funds* ("5ForLife CIF*") is selected as the QDIA/Default Suspense Fund, as Plan Sponsor, I acknowledge and agree that: (a) Plan Participants must be invested in the Income America In Retirement Fund Fee Class 5ForLife* at (i) the time they attain an age of at least 65 and (ii) at the time they choose to begin benefit payments which shall be no earlier than age 65; (b) Plan Participants who make investment exchanges out of the 5ForLife CIF* may not make investment exchanges back into the 5ForLife CIF* within 90 days and; (c) I will provide appropriate direction to Plan Participants of these restrictions.

Further, as Plan Sponsor, I hereby direct Nationwide to automatically: (i) implement investment exchanges for Plan Participants in any other 5ForLife Funds* to the Income America In Retirement Fund Fee Class 5ForLife* (ii) at the time Participants attain age 65 and (iii) at the time they choose to begin benefit payments pursuant to (a) above; and (iv) block any exchanges back into the 5ForLife CIF* with in the 90-day period after investment exchanges out of the fund pursuant to (b) above.

Nationwide Target Destination Funds and NCIT Index Funds are part of the Nationwide Funds Group and are affiliated with Nationwide. Nationwide Funds distributed by Nationwide Fund Distributors LLC, Member FINRA. 10 W Nationwide Blvd, MS: 5-02-210R, Columbus, OH 43215.

It is my responsibility as Plan Sponsor to provide each eligible employee with initial and annual notices as specified in DOL Reg. 2550.404c-5(c)(3). Notice should be provided at least 30 days in advance of the date of Plan eligibility or at least 30 days in advance of the date of any first investment in a QDIA. Alternatively, notice may be provided on or before the date of Plan eligibility provided the Participant has the opportunity to make a permissible withdrawal within the first 90 days following investment in the QDIA pursuant to Internal Revenue Code 414(w). Thereafter, I am responsible for providing notice within a reasonable period of time of at least 30 days in advance of each subsequent Plan year.

I acknowledge and agree that it is my responsibility as Plan Sponsor to notify the Participant(s) of the circumstances under which their balances or deposits have or will be allocated to the applicable QDIA/Default Suspense Fund, and to provide the Participant(s) with adequate information and procedures to transfer funds from the QDIA/Default Suspense Fund and/or to select alternate investment options for future allocations. If the Participant(s) does not provide instruction to Nationwide to transfer funds from the QDIA/Default Suspense Fund and/or change investment options for future allocations, pursuant to established procedures, all deposits will continue to be invested in the QDIA/Default Suspense Fund.

In the event of a fund merger by the fund house offering the fund I have selected, I authorize Nationwide to change the QDIA/Default Suspense Fund to the merged fund designated by the Participants of the fund and/or the fund house. If the selected QDIA/Default Suspense Fund is a Targeted Retirement Date Fund Group, I authorize Nationwide to make available all Fund(s) that are added to the Targeted Retirement Date Fund Group by the Fund(s).

I have reviewed and I understand the fund payment and expense ratio information that is found in the Program Agreement.

It is my responsibility as Plan fiduciary or my delegate's, as applicable, to prudently select and monitor any QDIA/Default Suspense Fund. Therefore, it is my responsibility as Plan fiduciary or my delegate's to know the requirements of the QDIA regulations and choose the QDIA/Default Suspense Fund most appropriate for the Participants of the Plan. Nationwide is not responsible or liable for the selection of such QDIA/Default Suspense Fund and has merely provided facts requested by the Plan fiduciary or its delegate. The facts provided should not be construed to provide any endorsement of or opinion on the appropriateness of a fund or portfolio for the Participants of a particular Plan.

Nationwide may make changes to the options in this schedule at anytime only upon receipt of written direction from the Plan Sponsor.

REDEMPTION FEE SCHEDULE

A redemption fee is a fee charged by the fund house to a Participant who trades in and out of a fund within a specified time frame. This fee is reinvested back into the fund to offset the increase in trade costs. The information contained in this Schedule does not replace the information you can find in the prospectus. Certain transactions may be exempt from redemption fees. Refer to the prospectus for specific details and for the most current information regarding the applicability of redemption fees.

Fund Code	Fund Name	Ticker Symbol	Redemption Fee Percentage	Duration (in days)
BXHA	GABELLI EQ INC INST	GCIEX	2.00%	Assets held less than 7 days
CXXA	GABELLI GOLD INST	GLDIX	2.00%	Assets held less than 7 days
GESA	GRNCENT EQ INST	GCEUX	2.00%	Assets held less than 60 days
BIFA	HEARTLAND VAL PLS INST	HNVIK	2.00%	Assets held less than 10 days
GPNA	OBERWS CHINA OPPR	OBCHX	2.00%	Assets held less than 90 days

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Section C Schedule(s)

Fund Selection Schedule

PROGRAM AGREEMENT

ARTICLE I - PURPOSE

403(b) ERISA

The Plan Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan complies with the Employee Retirement Income Security Act of 1974 ("ERISA") and applicable provisions of the Internal Revenue Code of 1986, as amended ("Code"). The Account is intended to meet the requirements of Code Section 403(b)(7), to qualify for treatment under Code Section 401(f), to be tax-exempt under Code Section 501(a), and to conform to all other applicable requirements of ERISA and the Code. The Plan Sponsor acknowledges and agrees that Nationwide is not a fiduciary or a named fiduciary within the meaning of ERISA Sections 3(21) and 402(a). The Plan Sponsor agrees that it will provide Nationwide with all information necessary for the Account to meet and maintain compliance with the requirements of Code Section 403(b)(7).

Specifically, the Plan Sponsor represents and warrants the following: (i) Plan Sponsor is an employer eligible to offer programs under Section 403(b) of the Code and ERISA; (ii) the Plan is governed by a written plan document executed and effective in accordance with the Code which lists Nationwide as the sole approved Provider and which incorporates the Program Agreement; (iii) the Plan document prohibits deferrals from being made to contracts with Providers other than Nationwide; (iv) Plan Sponsor shall notify Nationwide prior to adding any other approved Provider(s); (v) Plan Sponsor shall not allow investment of any assets of the Plan with a Provider that is not listed as an approved Provider in the Plan document and, in the event such investment does occur or has occurred, Plan Sponsor shall enter into an Information Sharing Agreement with such Provider; and (vi) Plan Sponsor shall monitor the administration of the Plan to ensure that operations are compliant with the terms of the Plan document and with ERISA and Section 403(b) of the Code and the regulations thereunder, including but not limited to Treasury Regulation Section 1.403(b)-3. For purposes of this section, "Provider" means any insurance company qualified to issue annuity contracts which include payment in the form of an annuity or any provider of custodial accounts in which contributions are or were made under the Plan.

ARTICLE II - DEFINITIONS

Account - The custodial account or trust fund, as applicable, established herein to hold the assets of the Plan.

Agreement Year - The first Agreement Year will extend between twelve (12) and thirteen (13) months, beginning on the date of first deposit or transfer through the last day of the same month in the following calendar year. All other Agreement Years will extend twelve (12) months.

Asset Balance - The sum of any amounts held in Funding Vehicle(s).

Average Asset Balance - Will be determined by averaging the Asset Balances on the last day of two given calendar months.

Average Participant Balance - Will be determined initially by dividing the expected first year deposits by the number of expected participant accounts. After the first Agreement Year, the Average Participant Balance will be determined by dividing the Average Asset Balance by the average number of Participants with a balance.

Benefit Payment - A distribution that is permitted by the Plan on behalf of a Participant.

Business Day - A day on which Nationwide and New York Stock Exchange are both open for business.

Designated Funds - Funds which are individually selected by the Plan Sponsor or Plan Administrator per Written Instruction(s) to Nationwide.

Effective Date - The date on which the Account is created by Nationwide's acceptance of cash or other assets on behalf of the Plan Sponsor. Prior to the Effective Date, Nationwide shall have no responsibility hereunder.

PROGRAM AGREEMENT

ARTICLE II - DEFINITIONS (CONTINUED)

Employer(s) - The employer(s) of the Participants in the Plan.

Exchange(s) - Purchases and Redemptions from one Funding Vehicle to another Funding Vehicle available in the Account.

Fund(s) - Mutual funds or collective investment funds made available in accordance with this Agreement.

Fund Window - A collection of Funds, excluding collective investment funds and certain other mutual funds, that are not individually selected by the Plan Sponsor or Plan Administrator as Designated Funds but which may be made available for investment at the direction of the Plan Sponsor or Plan Administrator.

Funding Successor - The Plan's trustee or custodian, any successor plan's trustee or custodian or any financial institution providing a Funding Vehicle(s) to the Plan.

Funding Vehicle(s) - As permitted by applicable law, may include one or more (i) Group Annuity Contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by Nationwide or (iv) any other investment vehicle(s) mutually acceptable to Nationwide and the Plan Sponsor or Plan Administrator via an amendment to this Agreement or separate schedule.

Group Annuity Contract - Any group annuity contract issued by Nationwide Life Insurance Company, if applicable.

Key Employee - Any individual considered a key employee for purposes of Section 416 of the Code. If an individual is considered to be a Key Employee at any time during the term of this Agreement, the individual will always be considered a Key Employee for purposes of this Agreement.

Money Market Fund - A fund that invests in short term debt instruments. The Money Market Fund may be sponsored by Nationwide, a Nationwide affiliate or non-affiliate.

Officer - Any individual considered an officer for purposes of Section 416 of the Code. If an individual is considered to be an Officer at any time during the term of this Agreement, the individual will always be considered an Officer for purposes of this Agreement.

Original Signature - An authentic, hardcopy, non-reproduced signature of the Plan Sponsor or Plan Administrator or Administration Firm.

Owner - Any party who (1) owns (or is considered as owning within the meaning of Section 318 of the Code) more than ten (10) percent of the outstanding stock of an employer which is a corporation or stock possessing more than ten (10) percent of the total combined voting power of all stock of such a corporation; or (2) owns more than ten (10) percent of the capital or profits interest in an employer which is not a corporation. For purposes of this definition, the constructive ownership rules of Section 416(i)(1)(B)(iii) of the Code shall apply. If an individual is considered to be an Owner at any time during the term of this Agreement, the individual will always be considered an Owner for purposes of this Agreement.

Participant - A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan Administrator - For plans subject to the fiduciary responsibility requirements of ERISA, the person designated by the Plan Sponsor or in the Plan as the named fiduciary for purposes of ERISA. Any such person may execute this Agreement, and, by executing the Agreement, such person represents to Nationwide that it is a named fiduciary as that term is used in Section 402(a) of ERISA. For all other plans, the party, if any, designated by the Plan Sponsor or in the Plan to serve as the Plan Administrator.

PROGRAM AGREEMENT

ARTICLE II - DEFINITIONS (CONTINUED)

Purchase - The investment in a Funding Vehicle of a contribution, exchange, rollover, incoming transfer deposit, loan repayment, allocated earnings or other such transactions where permitted by the Plan.

Redemption - The sale of a Funding Vehicle for a cash Benefit Payment, exchange, payment of administrative expenses or fees, or other such transactions where permitted by the Plan.

Required Format - Acceptable format for submitting information to Nationwide as prescribed by Nationwide and on transaction forms prescribed by Nationwide.

Signature - Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Special Trustee - Where a plan is subject to ERISA, appointed by the Plan Sponsor, the sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee, other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

Successor - The trustee or custodian appointed by the Plan Sponsor who succeeds Nationwide.

Transfer - The redemption of a Funding Vehicle to provide payment to a Funding Successor or any payment arising out of a Plan termination, a partial Plan termination, or an event which results in a fifteen (15) percent or greater reduction in the number of Participants in the Plan as a result of action taken by the Plan.

Trust - The trust, if any, established to hold the assets of the Plan.

Trustee - The named Trustee, if any, of the Trust.

Written Instruction(s) - Any notices, instructions or other instruments required to be in writing with Signature (or Original Signature, where so indicated) from Nationwide, Plan Sponsor or Plan Administrator or the designated Administration Firm. Written Instructions may take the form of a letter, electronic communication through an on-line communication system or a facsimile transmission in a format acceptable to Nationwide.

ARTICLE III - THE ACCOUNT

The Plan Sponsor hereby authorizes Nationwide to take any action required to establish and maintain any Funding Vehicle(s) designated by the Plan Sponsor under this Agreement. The Plan Sponsor advises Nationwide that the Account shall be funded as described herein.

PROGRAM AGREEMENT

ARTICLE III - THE ACCOUNT (CONTINUED)

Nationwide has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of Nationwide and are not guaranteed by Nationwide. The value of the Account is subject to investment risks, including possible loss of principal. Nationwide agrees to hold and administer the Account in accordance with this Agreement. To the extent permitted by the Plan, Nationwide, at the direction of the Plan Sponsor or Administration Firm, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. If the plan is subject to ERISA, the Plan Sponsor has agreed to appoint a Special Trustee whose sole responsibility is to collect delinquent contributions to conform with the Department of Labor's Employee Benefit Security Administration Field Assistance Bulletin (FAB) 2008-01. No other Trustee, including Nationwide shall have any duty to ensure the contributions are timely deposited or is obliged to ensure the funds are deposited according to the provisions of the Plan. Nationwide shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

ARTICLE IV - GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NATIONWIDE

Nationwide is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Plan Sponsor or Administration Firm regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Nationwide is a federal savings bank that is regulated by the Office of the Comptroller of Currency. As such it may cause any portion or all of the Account to be issued, held, or registered in the individual name of Nationwide, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of Nationwide shall indicate the true ownership of such property);

Employ such agents and counsel; including legal counsel, as Nationwide determines to be reasonably necessary to perform its obligations hereunder with respect to the administration of the Account, to handle controversies that may arise under the Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Plan Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that Nationwide shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

May enter into, at its sole discretion, agreements with non-affiliated companies to withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities;

Forward to the Plan Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Plan Sponsor, all proxies that are returned by the Plan Sponsor; and abstain from voting proxies that are not returned by the Plan Sponsor; and

Take all other acts necessary for the proper administration of the Account.

PROGRAM AGREEMENT

ARTICLE V - INVESTMENT RESPONSIBILITY

Nationwide shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by Nationwide shall be allocated in accordance with Written Instructions. Nationwide does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Plan Sponsor or Participants.

The Plan Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. Nationwide shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Nationwide shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Plan Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). Nationwide shall transmit such communications to the Plan Sponsor. Nationwide shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

Nationwide shall not be liable for any loss which results from the exercise of investment control by a Plan Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Plan Sponsor, or its designee, shall direct the investment of the Participant's account. In the event that Nationwide fails to receive directions from the Plan Sponsor for the investment of any portion of the Account, Nationwide shall be deemed to have received instructions to invest such funds in accordance with the Cash Processing Provision.

No one providing investment advice to the Plan, Plan Sponsor, Participant or other party is acting as an agent of Nationwide.

ARTICLE VI - CASH PROCESSING PROVISION

In the event an incoming transfer or rollover deposit is received by Nationwide from a Funding Successor without Written Instructions, the Plan Sponsor authorizes Nationwide to allocate the assets to a plan level account and invest the assets in a Money Market Fund until such time Written Instructions are received by Nationwide, unless another investment is selected by the Plan Sponsor.

Amounts for outgoing disbursements will be held in a non-interest bearing account at a financial services firm unrelated to Nationwide until the instrument related to such disbursement is presented to the outside financial services firm for payment.

ARTICLE VII - LOANS

To the extent permitted under the Plan and applicable law, Nationwide will forward loan disbursements as directed by the Administration Firm via Written Instructions. The Plan Sponsor, or other fiduciary of the Plan, shall be responsible for the approval and administration of any such loans. The Plan Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. Nationwide will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.

PROGRAM AGREEMENT

ARTICLE VIII - ACCOUNT RECORDS AND REPORTS

Nationwide shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Plan Sponsor and Administration Firm. The Plan Sponsor may, within sixty (60) days of the date Nationwide mails or otherwise delivers any report to the Plan Sponsor or Administration Firm, object to any aspect of the report. If no objection is raised within such sixty (60) day period the report(s) will be conclusive, and the Plan Sponsor shall agree to bear any loss or expense that may arise as a result of changes in the processing of transactions for the period covered by the report, including the administrative expenses of Nationwide. In the event the Plan Sponsor objects to any aspect of the report within such sixty (60) day period, the preceding sentence will apply with respect to those portions of the report for which no objection was raised. Nationwide will either make an adjustment in the report or provide the Plan Sponsor with an explanation of the item(s) that is the basis for the objection without making an adjustment in the report. Nationwide is under no obligation to make adjustments to any reported information that relates to events occurring twelve (12) or more months prior to the date of such report.

ARTICLE IX - FIDUCIARY RESPONSIBILITIES AND LIABILITIES

Nationwide may rely upon any information provided by the Plan Sponsor or Administration Firm. The Plan Sponsor, and all other service providers and fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. Nationwide shall not be required by the Plan Sponsor or an Administration Firm to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, ERISA, the Code, or the terms of the Plan, the Trust, if any, or this Agreement.

Nationwide shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no discretion, authority or control over the management of the Plan, nor any responsibility to perform any duty of the Plan Sponsor, or other fiduciary, required by the Plan or by law. Nationwide shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

It is understood that the Plan Sponsor and other Plan fiduciaries must discharge their duties with respect to a plan solely in the interest of the Participants and beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by Nationwide under the Agreement shall be taken upon Written Instruction from the Plan Sponsor or Administration Firm. Nationwide shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

PROGRAM AGREEMENT

ARTICLE X - CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Plan Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, that: a) each contribution of a for-profit Plan Sponsor for any plan year may be conditioned upon its being deductible by the Plan Sponsor for the fiscal year in which (or for which) such contribution was made, and, to the extent disallowed as a deduction under Section 404 of the Code, such contribution may, if the Plan Sponsor so requests and to the extent the Funding Vehicle(s) permits, be returned by Nationwide to the Plan Sponsor within one (1) year after the final disallowance of the deduction by the Internal Revenue Service or the courts; and b) a contribution by a Plan Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Plan Sponsor or Participant as soon as administratively feasible, if the Plan Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE XI - LIMITATION OF LIABILITY

To the extent permitted by applicable law, Nationwide shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XII - RELIANCE ON COUNSEL AND INDEMNIFICATION

Nationwide may consult with, and act upon the advice of counsel (who may be counsel for the Plan Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Plan Sponsor shall indemnify and hold harmless Nationwide, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to Nationwide; Nationwide's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of ERISA, the Code or applicable laws, unless Nationwide commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Plan Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account, or any failure by the Plan to satisfy the requirements of ERISA Section 404(c), if applicable;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

Nationwide's acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly and solely attributable to Nationwide or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan or ERISA by the Plan Sponsor, any fiduciary of the Plan, an Administration Firm, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account.

PROGRAM AGREEMENT

ARTICLE XII - RELIANCE ON COUNSEL AND INDEMNIFICATION (CONTINUED)

To the extent permitted under applicable law, Nationwide shall indemnify and hold harmless the Plan Sponsor from and against all liabilities, losses, expenses and claims (including reasonable attorney's fees and costs of defense) arising out of Nationwide or any of its officer's, employee's or agent's breach of its (or their) duties by reason of its (or their) gross negligence or willful misconduct.

Nationwide shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

ARTICLE XIII - PLAN SPONSOR AUTHORIZATION FOR USE OF AFFILIATED COMPANIES AND THIRD-PARTY SERVICE PROVIDERS

Plan Sponsor authorizes Nationwide to, and acknowledges that, Nationwide may enter into agreements and share Plan and Participant information with its affiliates and/or its third-party service providers ("Nationwide Service Providers") in performing responsibilities under this Agreement and any other applicable agreement.

Investments made in accordance with the Agreement may include mutual funds or other investments advised by affiliates of Nationwide. The investment advisors of such investments may be affiliates of Nationwide and may derive investment management and other fees for services provided.

ARTICLE XIV - NATIONWIDE'S COMPENSATION AND EXPENSES

Nationwide will be compensated for services at rates described in the Executive Summary of this Agreement. Nationwide may receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Plan Sponsor and Nationwide in advance. Nationwide may withdraw amounts from the Account for its compensation, and for any expenses as described herein, unless such amounts are paid by the Plan Sponsor within sixty (60) days after mailing of a written billing by Nationwide.

ARTICLE XV - TAXES

Until advised to the contrary by the Plan Sponsor, Nationwide shall assume that the Account is exempt from federal, state, local and foreign income taxes. Nationwide, or its designee, shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account other than informational returns required as a result of any distribution from the Account.

Nationwide shall notify the Plan Sponsor of any taxes levied upon or assessed against the Account. If Nationwide does not receive Written Instructions within thirty (30) days of such notification, Nationwide will pay the tax from the Account. If the Plan Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to Nationwide within thirty (30) days of notification. Nationwide shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless Nationwide is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

ARTICLE XVI - AMENDMENT

Nationwide may amend the Agreement at any time by providing written notice to the Plan Sponsor or Plan Administrator not less than sixty (60) days prior to the effective date of such change. See the Fund Access Schedule for amendment provisions applicable to potential changes to the Plan's Designated Funds, Fund Window, or available Funds under this Agreement. Additionally, please reference the Disclosure Section of the QDIA / Default Fund Selection Schedule for amendment provisions applicable to potential changes to any of the options contained in that Schedule.

PROGRAM AGREEMENT

ARTICLE XVI - AMENDMENT (CONTINUED)

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind Nationwide to other commitments not covered within this Agreement.

ARTICLE XVII - RESIGNATION, REMOVAL AND TERMINATION

Nationwide may resign at any time after providing at least 60 days notice via Written Instructions to the Plan Sponsor. In the event that any conditions or situations are found to be fraudulent, in violation of the provisions of ERISA, the Code, or other applicable law, Nationwide may resign immediately. In the case of a plan transfer, the Plan Sponsor may remove Nationwide and direct the Transfer of assets to a Funding Successor, by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than 60 days after the delivery of such Written Instructions with Signature or Original Signature to Nationwide, unless Funding Vehicle provisions specify otherwise. In the event of a Plan Transfer where Nationwide is the sole Funding Successor of the Plan assets being transferred, the Plan Sponsor may direct the Transfer of assets to Nationwide by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than 30 days after delivery of such Written Instructions with Signature or Original Signature to Nationwide, unless Funding Vehicle provisions specify otherwise. In the case of plan termination, the Plan Sponsor may notify Nationwide of a termination of the Plan, by delivery of Written Instructions, to take effect at a date specified therein, which shall not be the lesser of (1) the notification period in the case of termination for the Group Annuity, if any, based on formal underwriting procedures, or (2) 60 days after the delivery of such Written Instructions with Signature to Nationwide. Notwithstanding the foregoing, Nationwide may retain responsibilities per the terms of this Agreement over assets remaining at Nationwide beyond the 60 day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, or upon the resignation or removal of Nationwide as trustee or custodian, as applicable, of the Account. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

Nationwide is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by Nationwide.

ARTICLE XVIII - SUCCESSOR

Upon resignation or removal of Nationwide, the Plan Sponsor shall appoint a Successor and the Plan Sponsor shall notify Nationwide of such appointment by Written Instructions with Signature. Nationwide shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, Nationwide will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Plan Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of Nationwide which are incurred in carrying out its duties under this Agreement in such a situation.

ARTICLE XIX - GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by ERISA, the Internal Revenue Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

PROGRAM AGREEMENT

ARTICLE XX - IDENTITY VERIFICATION NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that open an account. When an account is opened, Nationwide may ask for the name, address and other information that will allow Nationwide to identify the entity or person that sponsors the Plan. Nationwide may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

ARTICLE XXI - RULES OF CONSTRUCTION

The Agreement, together with all attached schedules and the Group Annuity Contracts, if applicable, shall constitute the entire Agreement. The Plan, the Trust, if any, and this Agreement shall be read and construed together. By signing this Agreement, the Plan Sponsor represents to Nationwide that the Plan and Trust conform to and are consistent with the provisions of this Agreement. Should the Plan or Trust, if any, need to be amended to conform to the provisions of this Agreement, the Plan Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan and Trust, if any, in cases of conflict.

ARTICLE XXII - WAIVER

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE XXIII - REFERENCES

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE XXIV - SEVERABILITY

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

ADMINISTRATION FIRM SCHEDULE

PURPOSE

The Administration Firm Schedule details the duties, acts, responsibilities and obligations of the Administration Firm.

RESPONSIBILITIES OF ADMINISTRATION FIRM

The Administration Firm agrees to perform the following duties, acts, responsibilities and obligations;

1. To receive communications pertaining to the Plan from Nationwide, Plan Sponsor or Plan Administrator, the Plan Sponsor, or its designee, or any Provider and to forward all such communications to the appropriate parties;
2. To receive information, documentation and all correspondence related to any Funding Vehicle(s) including, but not limited to, investment performance and updated interest rate guarantees which is made available by providers of the Funding Vehicle(s) and deliver such information to the Plan Sponsor or its designee;
3. To timely submit to Nationwide any Plan contributions and related information required by Nationwide for the proper and prompt investment of such contributions;
4. To obtain information regarding values and fund balances of the Funding Vehicle(s), as frequently as necessary for the benefit of the Plan Sponsor and Participants, including, but not limited to, receiving periodic accountings of all transactions under the Funding Vehicle(s) and to authorize Nationwide to exchange amounts within and among Funding Vehicle(s) and to provide all information required by Nationwide for the proper and prompt exchanges of these amounts;
5. To access account balances and to make exchanges and change the fund elections of the Account or of Participants, if Nationwide maintains participant-level records for future contributions, through Nationwide's voice response unit ("VRU") and the Internet, to the extent these capabilities exist. If Nationwide maintains participant-level records, Participants are also authorized to access their account balance information and to make exchanges and changes in their investment elections of future contributions through the VRU and the Internet, to the extent these capabilities exist. It is the responsibility of the Administration Firm to provide copies of the brochures and other written materials describing these services to the Plan Sponsor and Participants;
6. To instruct Nationwide to make loan disbursements or make cash payments to Participants and to provide all information required by Nationwide to make such loan disbursements or cash payments;
7. To notify Nationwide of expenses incurred by the Plan which are to be paid from the amounts held pursuant to the Agreement. Such notice will include all information required by Nationwide to make such a payment;
8. To request that services be performed by Nationwide for which Nationwide may reimburse itself from Funding Vehicle(s) for the cost of such services. The Administration Firm agrees not to request such services without prior written agreement between the Administration Firm and the Plan Sponsor;
9. To provide to the Plan Sponsor or Plan Administrator, Plan Sponsor, or its designee, information necessary for compliance with annual reporting and filing obligations, as applicable, under ERISA and the Code, including Form 5500 Annual Return/Report of Employee Benefit Plan;
10. To observe and comply with the existing laws, rules and regulations applicable to the duties, acts, responsibilities and obligations performed hereunder;

ADMINISTRATION FIRM SCHEDULE

RESPONSIBILITIES OF ADMINISTRATION FIRM (CONTINUED)

11. To provide investment direction to Nationwide[®] with respect to contributions held in suspense that do not have current investment direction. The Administration Firm will provide all information required by Nationwide[®] to make such investment and will obtain any necessary Plan Sponsor approvals prior to providing such instruction to Nationwide[®]. Should the Plan Sponsor not provide the Administration Firm with the necessary approvals, the Administration Firm shall not be responsible for providing investment direction for these amounts.

MODIFICATIONS

The Administration Firm Schedule may be amended at any time due to changes by the Plan Sponsor to the entity serving as Administration Firm or due to Administration Firm name changes, mergers or acquisition. The responsibilities of the named Administration Firm shall be terminated upon receipt and acceptance of an amended Administration Firm Schedule by Nationwide.

FUND ACCESS SCHEDULE

PURPOSE

The Fund Access Schedule provides information regarding the available funds, provisions and limitations regarding trading of certain Funding Vehicle(s) and the Asset Fee.

FUNDS AVAILABLE FOR INVESTMENT

Nationwide makes a variety of Funds available through its program generally that the Plan Sponsor, Plan Administrator or other appropriate fiduciary may select to make available to Participants. The specific Funds that will be made available to Participants in the Plan are selected by the Plan Sponsor, Plan Administrator or other appropriate fiduciary when they enter into this Agreement, pursuant to Written Instructions to Nationwide, and are called Designated Funds. The Plan Sponsor, Plan Administrator or other appropriate fiduciary may change the Plan's Designated Funds at any time, pursuant to Written Instructions to Nationwide. Nationwide may also make available a Fund Window, as defined in the Program Agreement, which the Plan Sponsor, Plan Administrator or other appropriate fiduciary can add or reject. The Participants then decide whether or not to allocate their contributions to one or more of the Designated Funds or a Fund available through the Fund Window.

The Fund(s) made available in Nationwide's program generally are included based on a variety of quantitative and qualitative factors relating to the Funds, as well as the amount of payments made to Nationwide by a Fund, if any, or any of its affiliates, including service fees, administrative fees, expense reimbursement, asset-based sales compensation, and/or other compensation required for the program "Fund Payments". Different Fund menus have varying degrees of Fund Payments associated with them, and Nationwide takes the anticipated Fund Payments into consideration when determining the fees charged for the program.

Nationwide may receive payments from fund companies. Subject to applicable fees or expenses, Nationwide agrees to deposit a portion of the Fund Payments it receives into an Expense Reimbursement Account for the Plan on a monthly basis. The amount of the Fund Payments will be determined by the Plan balance held in the respective Fund(s) on the last Business Day of the prior month. The Plan Sponsor authorizes Nationwide to invest the Fund Payments into a Money Market Fund. The amount of the Fund Payments may be changed by the fund house at any time as described in the Disclosure Schedule. The Plan Sponsor acknowledges that once Fund Payments are deposited into the Expense Reimbursement Account, such amounts are Plan assets.

Allocate Fund Payment to Participants (Default)

The Plan Sponsor authorizes Nationwide to allocate the monthly Fund Payment described above to the Participants who held a balance in the respective Fund(s). The allocation will occur no later than the 15th of the month following the Fund Payment deposit to the Expense Reimbursement Account and will be designated to the Fund(s) relative to the Fund Payment; unless (i) the Participant no longer holds the Fund(s); or (ii) the Fund(s) is no longer available. In such instance, the allocation will be designated to the current investment election on a pro rata basis. If a Participant terminates prior to the allocation, their portion will be spread pro rata to the remaining Participants in the allocation. The allocation process will be established for the Plan as of the Effective Date.

Utilize Expense Reimbursement Account for Permissible Plan Expenses

The Plan Sponsor, Plan Administrator or other appropriate fiduciaries may utilize the Expense Reimbursement Account to pay permissible Plan Expenses relative to the functioning of the Plan. The Plan Sponsor, Plan Administrator or other appropriate fiduciary may direct Nationwide to make payments from the Expense Reimbursement Account by submitting such payment request in the Required Format to Nationwide.

FUND ACCESS SCHEDULE

The Plan Sponsor, Plan Administrator or other appropriate fiduciary will be responsible for providing appropriate direction to Nationwide to ensure all amounts in the Expense Reimbursement Account are either used to pay for reasonable Plan expenses or allocated to Participants by the end of each Plan year. In the event any amounts remain in the Expense Reimbursement Account ten (10) Business Days prior to the Plan year end date, the Plan Sponsor directs Nationwide to allocate such remaining amounts on a pro rata basis to all Participants with a balance no later than the last Business Day of the Plan year.

Upon termination of this Agreement, the Plan Sponsor hereby acknowledges that no additional payments will be made even for transactions initiated prior to such termination.

PROCESS FOR FUND MODIFICATIONS

Nationwide-Initiated Fund Additions:

Nationwide will inform the Plan Sponsor, Plan Administrator or other appropriate fiduciary of the addition of any Fund(s) to the menu of Funds in the program generally that are available for selection as a Designated Fund within the Agreement. That notice will be made via mail, electronic delivery, or the plan sponsor website at the time of addition.

Nationwide-Initiated Fund Removals and Substitutions:

If Nationwide initiates a removal or substitution of a Fund from the menu of Funds available for selection as a Designated Fund (other than in circumstances necessitated by the actions of a Fund as described below), Nationwide will provide the Plan Sponsor, Plan Administrator or other appropriate fiduciary written notice of the change via mail, electronic delivery, or the plan sponsor website at least 30 days prior to the effective date of the change. The notice shall state the effective date of such removal or substitution.

Except as described below (addressing changes following actions by Funds), Nationwide will not remove or substitute a Designated Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has elected to make available to Participants until it has received affirmative consent from the Plan Sponsor, Plan Administrator or other appropriate fiduciary. The Plan Sponsor, Plan Administrator or other appropriate fiduciary has the discretion and authority under the Program Agreement to decide upon (and decide whether to reject) any removal or substitution of Designated Funds that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has elected to make available to Participants. The Plan Sponsor, Plan Administrator or other appropriate fiduciary makes the final determination regarding any removals or substitutions of Designated Funds that have been made available to its Participants and has the responsibility to determine whether a removal or substitution is in the best interests of the Participants. Except in the circumstance of a change that follows an action by the Fund, as described below, Nationwide has no authority to remove or substitute Designated Funds that have been made available to the Participants without the Plan Sponsor's, Plan Administrator's or other appropriate fiduciary's affirmative consent. This paragraph shall not limit the ability of Nationwide to continue its practice of substituting or removing a Fund for new Plan Sponsor customers or for existing Plan Sponsor customers that have not included the Fund as a Designated Fund but could be accessed by a Participant through Fund Window or a Managed Account for a Plan, so long as no Participants in the Plan have currently invested assets in that Fund.

FUND ACCESS SCHEDULE

Removals and Substitutions Necessitated by the Actions of Mutual Funds:

There are circumstances where the substitution or removal of a Designated Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has made available to Participants is necessitated by the actions of a Fund. These situations include, but are not limited to: decisions by Funds to liquidate a Fund, merge Funds with other Funds, change investment advisers or sub-advisers, make other changes (including changes required by law) that prevent Nationwide from offering the Fund, or otherwise require Nationwide to change the Funds that the Plan Sponsor, Plan Administrator or other appropriate fiduciary has made available to Participants. In such cases, where administratively feasible, Nationwide will provide written notice to the Plan Sponsor, Plan Administrator or other appropriate fiduciary via first class mail, fax, or email sixty (60) days prior to the effective date of the change. This communication will: (1) explain the proposed substitution or removal of the Fund that the Plan Sponsor, Plan Administrator or other appropriate fiduciary had previously elected to make available to Plan Participants, and the effective date of that substitution or removal; (2) disclose any resulting changes to the rate of mutual fund payments made to the Company by the Funds, or any of their affiliates; (3) explain the Plan Sponsor's, Plan Administrator's, or other appropriate fiduciary's right to terminate the Program Agreement; and (4) reiterate that, pursuant to the Program Agreement provisions agreed to by the Plan Sponsor, Plan Administrator or other appropriate fiduciary, failure to object or otherwise respond shall be deemed to be consent to the proposed substitution or removal.

Nationwide will, upon request, assist Plan Sponsors, Plan Administrators or other appropriate fiduciaries in obtaining additional information necessary to engage in a full and fair evaluation of changes presented. Nationwide does not provide, and cannot be relied upon to provide, advice or recommendations relative to the Fund change.

The Plan Sponsor, Plan Administrator or other appropriate fiduciary has the exclusive discretion, authority, and obligation to decide upon any removal of Designated Funds. The Plan Sponsor, Plan Administrator or other appropriate fiduciary makes the final determination as to which Funds available in the program generally will be Designated Funds, and has the sole responsibility to determine whether a change in the Designated Funds is in the best interests of the Plan and the Plan Participants. Nationwide has neither the discretion, nor authority, control, or responsibility with respect to those decisions made in connection with the Plan.

FUND WINDOW MODIFICATIONS

If the Plan Sponsor or Plan Administrator selects the Fund Window, and the Fund Window is later removed by the Plan Sponsor or Plan Administrator as a Plan option under the Agreement, any Fund made available through that Fund Window in which Plan Participants have allocated money will become a Designated Fund -- and allocated money will remain in that Designated Fund -- unless the Plan Sponsor or Plan Administrator provides other direction via Written Instructions to Nationwide.

PAYMENT OF THE ASSET FEE

A daily Net Nationwide Asset Fee percentage will be calculated for each fund and Redemptions will be made from the Fund(s) on each Business Day to cover the amount of the daily Net Nationwide Asset Fee.

MODIFICATION OF THE ASSET FEE

The Asset Fee may be adjusted prospectively in accordance with the Amendment provisions of this Agreement. If the Plan Sponsor chooses to reject the Asset Fee changes, the Plan Sponsor may terminate the Agreement consistent with the termination provisions in the applicable agreements between the Plan Sponsor and Nationwide.

LIQUIDITY FEATURES

In the event Redemptions, Exchanges or Transfers cannot be made in cash, such transactions will be made as soon as practicable.

FUND ACCESS SCHEDULE

Purchases

Purchases will be made by Nationwide no later than three (3) Business Days following the receipt of Written Instructions in the Required Format.

Redemptions

Redemptions will be made by Nationwide no later than five (5) Business Days following receipt of Written Instructions in the Required Format unless a participant is invested in a Funding Vehicle with a greater Redemption time standard. In such situation, the greater time standard will be used for Redemption of all Funding Vehicles.

Exchanges Between Funds or to other Funding Vehicle(s)

The Administration Firm, Participants, or any designee may initiate Exchanges, subject to limitations described below. Exchanges will be made within one (1) Business Day following confirmation of a transaction via electronic means acceptable to Nationwide, or no later than three (3) Business Days following receipt of Written Instructions from the Administration Firm in the Required Format. By providing Written Instructions or permitting Participants to initiate such transactions via a voice response system or the Internet, the Plan Sponsor or Plan Administrator certifies that such transactions are permitted under the Plan.

Notwithstanding the foregoing, Exchanges may be restricted if such restriction is deemed necessary by the Funding Vehicle provider(s) to halt or mitigate the effect of any abusive trading practices, including market timing, that may disrupt portfolio management strategies or harm fund performance with respect to the Funding Vehicle(s). Under no circumstances shall Nationwide be liable to the Plan Sponsor or Plan Administrator, Participant or any other person in the event and to the extent it or the Funding Vehicle provider(s) takes any action deemed necessary to halt or mitigate the effect of such abusive trading practices. The determination of what constitutes abusive trading practices shall be made solely by the provider(s) of the Funding Vehicles through their Administration Firms.

Nationwide Electronic Trade Monitoring

An Electronic Trade is defined as an exchange, restructure, or series of exchanges completed on a given day via electronic means acceptable to Nationwide. Nationwide may monitor Electronic Trades for individual Participants and apply policies and procedures to limit abusive trading practices.

Redemption Fees and Trading Restrictions

In addition to the above, those organizations that provide the Funding Vehicle(s) for the Plan may independently monitor trades for excessive and other forms of abusive trading and act accordingly or instruct Nationwide to take certain actions. Consequently, other policies may apply. These policies may take the form of redemption fees and/or other trading restrictions. For further information on redemption fees or trading restrictions, including whether one will be applicable to an individual investment option, please consult the individual fund prospectus for mutual funds or the applicable Declaration of Trust for collective investment funds.

Transfers

The Plan Sponsor or Plan Administrator may, at any time, provide Written Instructions, in the Required Format, to Nationwide, to request a Transfer. Following the receipt of such Written Instructions in the Required Format, Transfers will be made in accordance with the Resignation, Removal and Termination Section of the Program Agreement, unless 1) the Account contains a Funding Vehicle with a greater Transfer time standard, in such situation, the greater time standard will be used for Transfer of all Funding Vehicle(s), or 2) another Business Day mutually agreeable to Nationwide is selected, in the Required Format, by the Plan Sponsor or Plan Administrator.

In the event Redemptions, Exchanges or Transfers cannot be made in cash, such transactions will be made as soon as practicable.

MANAGED ACCOUNT SERVICES SCHEDULE ("MAS Schedule")

PURPOSE

Through an affiliate ("MAS Provider"), Nationwide makes Managed Account Services available to Plans and Participants. By selecting Managed Account Services, the Plan Sponsor certifies that the Plan is consistent with this schedule and allows for Participant direction in whole or part.

DEFINITIONS

Whenever used in this MAS Schedule, all defined terms shall have the meaning set forth in this MAS Schedule or the meaning set forth in the Agreement.

RIA - An investment advisor registered with a state regulatory authority and/or the U.S. Securities and Exchange Commission. It is understood and agreed that Nationwide has no responsibility for selection of any registered investment advisor; such selection shall be made by the Plan and the affected Participants.

Managed Account Services - Services available to Participants under which the selection of investments for Participant accounts is delegated to an RIA Management Firm for a fee by either the Participant or an authorized fiduciary. Such delegation will give the RIA Management Firm the authority to initiate Purchases, Exchanges and investment mix change requests on behalf of the Participant via a MAS Provider. The RIA Management Firm will also instruct the MAS Provider to make fee Redemptions from the Participant's account balance for Participants receiving this service.

RIA Management Firm - Investment management firm responsible for managing Participant portfolios, establishing investment mix percentages and initiating Purchase, Exchange and fee Redemption transactions on behalf of the Participant. The Plan Sponsor has sole responsibility for selection of the RIA Management Firm.

MAS Provider - The MAS Provider acts as an intermediary between the RIA Management Firm and Nationwide. The MAS Provider will furnish the RIA Management Firm with participant balances and transaction history and confirmation information from Nationwide. The MAS Provider will also initiate all Purchase, Exchange, investment mix percentage change, and fee Redemption transactions with Nationwide on behalf of the RIA Management Firm.

ACCOUNT SET-UP

The Plan Sponsor enters into an agreement with an RIA Management Firm. Such agreement shall include a procedure for identifying which Participants shall have their accounts serviced by the RIA Management Firm. Once identified, such information shall be provided to the MAS Provider who shall be responsible for maintaining the list of Participants receiving services from the RIA Management Firm.

DEFAULT FUND FOR MANAGED ACCOUNTS

When a Participant does not yet have a balance or an investment election and is enrolled into Managed Account Services (MAS), either through automatic enrollments or through the Participant's enrollment election, the participant's initial deposit may be invested in a default fund selected by the Plan Sponsor or Plan Administrator.

The Plan Sponsor is responsible for delivering MAS Default Fund disclosures to participants. Refer to the QDIA/Default Fund Disclosures section in the Default Fund Selection Schedule for more information regarding Default Fund disclosure requirements.

MANAGED ACCOUNT SERVICES SCHEDULE ("MAS Schedule")

RIA MANAGEMENT FIRM FUND SELECTION

The Plan Sponsor delegates to the RIA Management Firm and its investment advisors the authority and responsibility to add Funds as investment options for those Participants who elected Managed Account Services. The Plan Sponsor acknowledges that the RIA Management Firm may, at its own discretion, utilize certain Funds that are not widely available to Nationwide's customers and may or may not have been listed on the Fund Selection Schedule or Fund Disclosure Schedule, as applicable, as amended from time to time. Additionally, the Plan Sponsor acknowledges that Participants who elect Managed Account Services, upon termination of such services, will continue to remain invested in Funds in which the RIA Management Firm invested while authorized to manage the Participant's account, until such time that Participant decides to modify its allocations. The Plan Sponsor may contact the RIA Management Firm for a list of such Funds.

If applicable, the Plan Sponsor acknowledges that selecting Fund Window Access will make all Funds offered through the Fund Window available as Funding Vehicle(s) for all Participants in the Account, regardless if the Participants utilize Managed Account Services.

LIQUIDITY FEATURES

Exchanges

The MAS Provider will submit Exchanges to Nationwide via electronic file transfer. The Plan Sponsor acknowledges that any amounts invested in employer-directed assets, restricted assets or assets held in the Self-Directed Brokerage, if applicable, will not be moved as part of the Managed Account Services process, but will instead be maintained in their respective accounts. The Participant must move such assets, via the voice response system, Internet, or call center, to a Fund that is not restricted for use by the RIA Management Firm in order for those assets to be managed as indicated in this MAS Schedule.

Purchases

The MAS Provider will submit investment mix percentages utilized for Purchases to Nationwide via electronic file transfer.

Redemptions

The MAS Provider will submit fee Redemptions to Nationwide via electronic file transfer.

FEES

All fees attributable to Managed Account Services shall be agreed to in writing by Plan Sponsor and the RIA Management Firm and shall be assessed as an annual asset fee to Participants utilizing Managed Account Services. The Plan Sponsor acknowledges that the total annual asset fee may include, but not be limited to, services provided by the RIA Management Firm, the MAS Provider, a solicitor, and other parties that may provide administrative services. The RIA Management Firm will instruct Nationwide via the MAS Provider to deduct such fee Redemptions from Participant account balances on a periodic basis. Neither Nationwide nor the MAS Provider is responsible for monitoring fee Redemption amounts. Nationwide and the MAS Provider are entitled to conclusively rely on such instructions from the RIA Management Firm.

USE OF AFFILIATED COMPANIES

The MAS Provider is an affiliate of Nationwide and derives fees for services provided. The RIA Management Firm may be an affiliate of Nationwide that derives fees for services provided.

MANAGED ACCOUNT SERVICES SCHEDULE ("MAS Schedule")

TERMINATION OF MANAGED ACCOUNT SERVICES

Notwithstanding the terms of the agreement entered into between the Plan Sponsor and the RIA Management Firm, the Plan Sponsor may terminate Plan level access to Managed Account Services by providing Written Instructions to Nationwide. Participants will then be responsible for directing their benefits within the Account. A Participant may terminate Managed Account Services by notifying the RIA Management Firm. Nationwide will not maintain records on which Participants have elected Managed Account Services. Should the Agreement between Nationwide and MAS Provider terminate, the Plan Sponsor will receive sixty (60) days written notice that the Managed Account Services will be terminated. Managed Account Services will also terminate as a result of the dissolution of the RIA Management Firm or the MAS Provider.

DISCLAIMER

By making Managed Account Services available to plans, Nationwide neither endorses nor encourages the use of any RIA Management Firm. Under no circumstance shall Nationwide be liable to the Plan Sponsor, Participant or any other person in the event and to the extent it takes any action it deems necessary to halt or mitigate the effect of any short term (market timing) or other trading practices that may disrupt portfolio management strategies or harm fund performance with respect to the underlying mutual funds offered through Nationwide products or programs. The determination of what constitutes short-term (market timing) or other disruptive trade practices shall be made solely by such mutual funds through their Administration Firms. Notwithstanding the foregoing sentence, Nationwide reserves the right to develop and institute additional administrative procedures and/or restrictions on the RIA Management Firm and its representatives with respect to its exchange practices. In the event Nationwide determines that the RIA Management Firm has failed to comply with such procedures, Nationwide shall provide the RIA Management Firm and the Plan Sponsor with a thirty (30) day advance notice and thereafter disregard the RIA Management Firm's exchange instructions.

The Plan Sponsor acknowledges that employees of Nationwide or its affiliates may from time to time distribute materials related to the services offered by the RIA Management Firm; provided, however, that any such employees of Nationwide or its affiliates will act solely in an administrative capacity for the benefit of the Plan Sponsor and that neither Nationwide, its affiliates, nor any of their employees shall be deemed to be an agent, affiliate, endorser or solicitor of the RIA Management Firm.

INDEMNIFICATION

Plan Sponsor agrees to indemnify and hold harmless Nationwide and MAS Provider from and against any loss, damage, liability, claim, cost or expense, including legal fees, which Nationwide may incur as a result of the completion of any Purchase, Exchange, investment mix change, or fee Redemption or other transaction initiated by the RIA Management Firm, any employee or agent of the RIA Management Firm, or the RIA unless the RIA Management Firm is an affiliate of Nationwide.

RELIANCE ON INSTRUCTIONS

Nationwide and MAS Provider are entitled to conclusively rely on instructions transmitted by the RIA Management Firm, any employee or agent of the RIA Management Firm, or the RIA.

REPORT SCHEDULE

PURPOSE

This Schedule provides information regarding the payment of the Account Fee to Nationwide and the frequency of reports, if applicable.

DEFINITIONS

Account Fee - the Annual Account Fee or the Initial Account Fee

ACCOUNT FEE DEDUCTED FROM ACCOUNT ASSETS

Nationwide will deduct the amount of the Account Fee from the Account in equal installments either monthly, quarterly, semi-annually or annually as instructed by the Administration Firm. Upon termination of the Agreement, Nationwide shall deduct the portion of the Account Fee remaining unpaid from the Account prior to liquidating or transferring the assets of the Account.

ACCOUNT FEE REMITTED BY PLAN SPONSOR

Nationwide shall bill the Plan Sponsor for the amount of the Annual Account Fee on or about December first (1st) for services to be provided by Nationwide for the following calendar year. The Plan Sponsor shall pay the Annual Account Fee within sixty (60) days of the date on which the written bill is mailed by Nationwide or such amount will be deducted from the Account. No portion of the Account Fee is refundable upon termination of the Agreement.

FREQUENCY OF REPORTS

Quarterly reports, if applicable, will be provided as of the close of business on the last day of the fiscal period of the Plan covered by the report, and will be provided within sixty (60) days of such date. The certified annual Account report, if applicable, will be provided within one hundred and twenty (120) days of the last day of the fiscal period of the Plan.

TERMINATION SCHEDULE

PURPOSE

The Termination Schedule details events that will result in the assessment of Termination Fees as outlined in the Executive Summary.

TERMINATION FEE:

In the event of the following:

Transfer of assets to a new investment vehicle or investment provider;

Benefit Payments to Key Employees, Officers and/or Owners for in-service withdrawals (except loans, financial hardships of \$50,000 or less taken at least twelve (12) months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition of disability, or upon severance of employment or retirement;

Outstanding loan balances of Key Employees, Officers and/or Owners upon payment of a Benefit Payment on or after severance of employment; or

Payments made as a result of a termination of a Plan or in the event of a fifteen (15) percent or greater reduction in number of Participants under the Plan since the Effective Date of the Agreement, which is the result of any change in the Plan or action taken by the Plan Sponsor

the Plan Sponsor shall pay to Nationwide, or Nationwide may withdraw from the Account assets, as reimbursement for expenses it has incurred, a Termination Fee equal to the percentage set forth in the table in the Termination Fee section of the Executive Summary.

DISCLOSURE SCHEDULE

The following information outlines various fees, expenses and compensation items that may be applicable to your Plan. This information provides the identification of the payer, payee, and description of the services provided for each payment and the method of each payment. The information also describes where additional information about each particular item may be found. Please review the footnotes for important information about classification of each item as Direct or Indirect Compensation. Except as indicated, Nationwide is not acting in a fiduciary capacity for the services described below.

For purposes of this Disclosure Schedule only, Nationwide shall mean Nationwide Trust Company, FSB or Nationwide Life Insurance Company.

The information below as well as additional fee disclosure information may be reviewed on the website www.nationwide.com/planlogin at anytime after the Effective Date. Information about the designated investment alternatives required to be disclosed by Nationwide and reviewed by you will be available on the website the day following the Effective Date. The signatories on behalf the Plan Sponsor on this document are responsible for reviewing this disclosure information prior to sending any contributions to Nationwide.

In addition, if changes occur to the items described below, you will be notified of any such change by Nationwide. Such notification may be in the form of a communication directing you to www.nationwide.com/planlogin to review changes which will be clearly indicated. The notification may also be in the form of an Amendment to this Agreement.

If the covered service provider is Nationwide Trust Company, FSB and payments are made to Nationwide Life Insurance Company, Nationwide Life Insurance Company is an affiliate of Nationwide Trust Company, FSB. Please consult your contract(s) with Nationwide to determine the applicable covered service provider and additional information about services and fees,

Description of cost/compensation, services rendered and method of payment.

Asset Fee / Standard Asset Fee¹ - The purpose of the Asset Fee / Standard Asset Fee is to recover Nationwide's expenses including compensation paid to financial advisors, administrative service fee payments to Administration Firms and any expense credits issued to the Plan. Additionally, this fee pays for services provided by Nationwide including access to a wide array of investment options, recordkeeping platform, customer service, etc. The Asset Fee / Standard Asset Fee is assessed daily or monthly from Plan assets as a percentage of assets invested in applicable Funding Vehicle(s). Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Executive Summary and Fund Access Schedule of this Agreement.

Fixed Annuity spread¹ - The purpose of the Fixed Annuity spread is to recover Nationwide's expenses including compensation paid to Financial Advisors, Administrative Service Fee/Override payments to Administration Firms and any expense credits issued to the Plan. Additionally, the Fixed Annuity spread pays for services provided by Nationwide including access to a recordkeeping platform, customer service, etc. The Fixed Annuity spread reduces the gross crediting rate to the assets in the Fixed Annuity Contract. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

Market Value Adjustment¹ - Upon certain withdrawal or exchange transactions out of the Fixed Annuity, Nationwide may assess a Market Value Adjustment. The transaction is equal to the amount requested, increased or decreased by the Market Value Adjustment. The purpose of the Market Value Adjustment is to reimburse Nationwide for losses or to provide gains to the Plan due to the sale of underlying investments necessary to fund the transaction. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

Termination Fee¹ - A fee charged, when applicable as described in the Termination Schedule, on certain withdrawals to recoup certain expenses incurred by Nationwide in establishing the Plan. The fee is typically deducted from the plan but may be billed to the Sponsor if requested. Payments are made to Nationwide Trust Company, FSB. Additional information may be found in the Executive Summary and the Termination Schedule of this Agreement and/or the Group Annuity Contract.

DISCLOSURE SCHEDULE

Description of cost/compensation, services rendered and method of payment. (CONTINUED)

Loan Maintenance Fee² - A monthly fee charged to the Administration Firm, an independent contractor, as previously identified in this Agreement, for all loans that are set up and managed on Nationwide's Loan Management System. The fee may be billed to the Administration Firm or deducted from the Plan based on the direction from the Administration Firm. Payments are made to Nationwide Trust Company, FSB. The fee is \$1.00 per month per active loan.

Withdrawal Fee¹ - This fee applies to In-Kind Transfers of stock and other brokerage investments. The fee is charged to Participant accounts when an In-Kind Transfer is requested. Payments are made to Nationwide Trust Company, FSB. The fee is \$100 per In-Kind Transfer.

Annual Account Fee³ - Nationwide Trust Company, FSB provides custodial services. If the Plan Sponsor elects the reporting option, the Plan Sponsor receives annual certified reports for Plan for this fee. If the Plan Sponsor elects the no reporting option, this fee is not charged. The Annual Account Fee may be deducted from Plan assets or billed to the Plan Sponsor as elected by the Plan Sponsor in this Agreement. Payments are made to Nationwide Trust Company, FSB.

Fiduciary status: As a custodian, Nationwide Trust Company, FSB is subject to the proper directions of a named fiduciary which are made in accordance with the terms of the Plan and not contrary to Employee Retirement Income Security Act of 1974 (ERISA). As a custodian Nationwide has residual fiduciary responsibility for determining whether a given direction is proper and whether following the direction would result in a violation of ERISA.

Gross Expense Ratio⁴ - The percentage of fund assets paid for operating expenses and management fees, including 12-b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's net asset value (NAV). Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

Redemption Fee⁴ - A fee charged by fund houses to a Participant who trades in and out of certain funds within a specified time frame. The fee is paid to the applicable fund house. This fee is charged so that short term trading is not utilized to the detriment of other shareholders. Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

Mutual Fund Payments⁵ - Nationwide receives payments from mutual fund companies for services provided. Payments are made to Nationwide Investment Services Corp and then in full to Nationwide Trust Company, FSB. Additional information can be found in the applicable mutual fund prospectus.

Recordkeeping Charges - Nationwide includes the cost of recordkeeping services in the fees explained in this document. However, the Regulations require that if a Service Provider does not assess an explicit charge that covers the cost of recordkeeping then they must provide an estimate of what the charge would be if an explicit charge did apply. Recordkeeping services include; maintaining participant balances, executing trades between Funding Vehicles, accepting deposits, processing distributions, regulatory reporting, and customer service. If Nationwide were to assess an explicit charge for these services, a reasonable estimate would be a charge of \$600 annually and \$3 per participant. Additionally, a charge \$250 for the first year only that the Plan is at Nationwide would apply. These charges are determined using cost accounting methodology for the services provided defined as recordkeeping services. The charges also include a profit margin to Nationwide which typically ranges from 20-30%. It is important to understand that the fees discussed in this section are a representation of charges that would apply if Nationwide were to charge an explicit fee for all recordkeeping services. The fees represented in this paragraph are NOT paid by the Plan or Plan Sponsor and NOT received by Nationwide or any of its affiliates.

DISCLOSURE SCHEDULE

Description of cost/compensation, services rendered and method of payment. (CONTINUED)

Corrective Processing - Nationwide may receive additional compensation or recognize losses due to various corrective processing. Such corrective processing may include but is not limited to mutual fund price corrections, rounding errors, and transaction processing corrections on behalf of the Participant, Plan Sponsor, Administration Firm, Mutual Fund providers or Nationwide. Nationwide's general policy is to make the corrections so that the resulting impact to the Plan would be as if the error had not occurred, which includes any gains/losses due to the Plan. However, if the corrections required are due to transaction processing errors by parties other than Nationwide, we may require such parties to pay for any losses caused by completing the corrective processing. After such corrective processing, there may be gains or losses that Nationwide Life Insurance Company or Nationwide Trust Company, FSB, as applicable, may recognize as Nationwide effectuates the correction in the market.

Footnotes:

- ¹ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets.
- ² Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets, if Nationwide is directed to deduct from Plan assets. If Nationwide is directed to bill these items and is paid by another party other than directly from the Plan assets, then the items will be considered indirect compensation.
- ³ Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets if directed to deduct by the Plan Sponsor. If items are billed and paid by the Plan Sponsor they would not be considered direct nor indirect compensation.
- ⁴ Items noted above are considered direct compensation to a party other than Nationwide as indicated above and are paid directly from Plan.
- ⁵ Items noted above are considered indirect compensation to Nationwide and are paid from a party other than directly from Plan assets.

DISCLOSURE SCHEDULE

DISCLOSURES

Mutual Fund Payments

Our Relationships with the Mutual Funds

Nationwide Financial Services, Inc.'s life insurance and trust company subsidiaries (collectively referred to as the "Nationwide companies") offer various product menus to group retirement plan customers depending on a variety of quantitative and qualitative factors relating to the Mutual Funds through the Nationwide Group Retirement Series, which include: i) mutual fund platforms offered by Nationwide Trust Company, FSB, and ii) unregistered group variable annuity contracts issued by Nationwide Life Insurance Company. (The group annuity contracts and the mutual fund platforms are referred to collectively as "retirement products" and include Nationwide Retirement Resource, Nationwide Retirement Innovator, Nationwide Retirement Clear Advantage, Nationwide Retirement Flexible Advantage, Nationwide Retirement Innovator Advantage, Nationwide Retirement Advisor and Nationwide Retirement Manager).

The variable accounts, trust accounts, or custodial accounts (the "Accounts") that accompany the retirement products offer a variety of investment options, and purchase and sell shares of certain mutual funds in the aggregate each day so that the performance of the investment options corresponds to the performance of those mutual funds. When the Accounts aggregate these transactions, the mutual fund does not incur the expense of processing individual transactions that it would incur if it sold its shares to the public directly. This expense is instead incurred by the Nationwide companies.

The Nationwide companies also incur the distribution costs of selling the retirement products, which benefits the mutual funds by providing contract owners and participants with investment options that correspond to the underlying mutual funds.

An investment adviser or subadviser of a mutual fund or its affiliates may provide the Nationwide companies with wholesaling services that assist in the distribution of the retirement products and may pay to participate in educational and/or marketing activities. These activities may provide the adviser or subadviser (or their affiliates) with increased exposure to persons involved in the distribution of the retirement products.

Types of Payments the Nationwide Companies Receive

In light of the above, certain mutual funds or their affiliates make payments to the Nationwide companies (the "payments"). The amount of these payments is typically based on an agreed-upon percentage of assets multiplied by the amount of the assets that the Accounts invest in the mutual funds, but in some cases may involve a per participant fee or a combination of asset-based fee and per participant fee. These payments may be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products, and achieving a profit.

The Nationwide companies receive the following types of payments:

- Mutual fund 12b-1 fees, which are deducted from mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the mutual fund, which may be deducted from mutual fund assets; and
- Payments by a mutual fund's Financial Advisor or subadvisor (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee that is deducted from mutual fund assets and reflected in the mutual fund charges.

Furthermore, the Nationwide companies benefit from assets invested in Nationwide's affiliated mutual funds (i.e., Nationwide Mutual Funds) because their affiliates also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services. Thus, the Nationwide companies may receive more revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

The Nationwide companies took these anticipated payments into consideration in determining the charges they impose under the retirement products (apart from fees and expenses imposed by the mutual funds). Without these payments, the Nationwide companies would have imposed higher charges on their retirement products.

DISCLOSURE SCHEDULE

Mutual Fund Payments (CONTINUED)

Amount of Payments the Nationwide Companies Receive

Most mutual funds or their affiliates have agreed to make payments to the Nationwide companies, although the applicable percentages may vary from mutual fund to mutual fund and some may not make any payments at all. Because the amount of the actual payments the Nationwide companies receive generally depends on the amount of assets invested by the Accounts in the mutual funds, the Nationwide companies may receive higher payments from mutual funds with lower percentages (but greater assets) than from mutual funds that have higher percentages (but fewer assets).

Identification of Mutual Funds for Our Retirement Products

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor the Nationwide companies consider during this process is whether the mutual fund's adviser or subadviser is one of their affiliates or whether the mutual fund, its adviser, its subadviser(s), or an affiliate will make payments such as those described above. The identification criteria vary by line of business and retirement product. In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement plan sponsors and/or their advisors.

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

Compensation to Distributors and Other Entities

Nationwide has arrangements with various distributors and other entities in connection with the marketing and sale of the Funding Vehicle(s) offered through this Agreement. Nationwide may pay these distributors and other entities compensation in the form of an asset-based sales commission and a separate marketing allowance or related payment.

The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

Identification of Mutual Funds for Our Retirement Products

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor the Nationwide companies consider during this process is whether the mutual fund's Financial Advisor or subadvisor is one of their affiliates or whether the mutual fund, its Financial Advisor, its subadvisor(s), or an affiliate will make payments such as those described above. The identification criteria vary by line of business and retirement product. In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement Plan Sponsors and/or their Financial Advisors.

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

DISCLOSURE SCHEDULE

Compensation to Distributors and Other Entities

Nationwide has arrangements with various distributors and other entities in connection with the marketing and sale of the Funding Vehicle(s) offered through this Agreement. Nationwide may pay these distributors and other entities compensation in the form of an asset-based sales commission and a separate marketing allowance or related payment.

The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AB BD INFL STRAT I	EEOA	ANBIX	0.00	0.78
	AB CORE OPPI I	CNTA	ADGIX	0.00	0.85
	AB DISC GR I	ABOA	CHCIX	0.00	0.71
	AB DISC VAL I	ABPA	ABSIX	0.00	0.86
	AB EMRG MKT MULT ASST I	DCPA	ABIEX	0.00	1.22
	AB EQ INC I	ABQA	AUIIX	0.00	0.77
	AB GLBL BD I	CNUA	ANAIX	0.00	0.57
	AB GLBL RSK ALLOC I	ABHA	CABIX	0.00	1.06
	AB GLBLEALESTINVT I	CNVA	AEEIX	0.00	1.09
	AB HI INC I	CNWA	AGDIX	0.00	0.66
	AB INC ADV	EENA	ACGYX	0.00	0.82
	AB INTL VAL K	AAKA	AIVKX	0.00	1.68
	AB INTMD BD I	CNXA	ABQIX	0.00	0.75
	AB LGCAP GR I	CNZA	ALLIX	0.00	0.62
	AB REL VAL I	ABKA	CBBIX	0.00	0.69
	AB SMCAP GR ADV	BRAA	QUAYX	0.00	0.87
	AB SUSTNBL INTL THMTC I	CNYA	AWPIX	0.00	0.84
	ABRDN EMGMKSTNBLLDRS INST	AAQA	GIGIX	0.00	1.31
	ABRDN EMRG MKT A	BWTA	GEGAX	0.00	1.63
	ABRDN EMRG MKT INST	CBVA	ABEMX	0.00	1.22
	ABRDN EMRGMKTEXCHINA INST	AAOA	GWLIX	0.00	1.88
	ABRDN GLBL EQ IMPCT INST	BFGA	JETIX	0.00	N/A
	ABRDN GLBL HI INC I	CYNA	JHYIX	0.00	1.14
	ABRDN US SSTNBLELDRS INST	ABYA	GGLIX	0.00	1.01
	ABRDN USSTNBLELDRSMC INST	AAJA	GGUIX	0.00	2.15
	AICF CAMBIAR OPPI INV	COPA	CAMOX	0.00	0.94
	AICF CAMBIAR SMCAP INV	CSMA	CAMSX	0.00	1.26
	AKRE FOCS RTL	FOIA	AKREX	0.00	1.30
	ALGER CAP APP FOCS Y	ETTA	ALGYX	0.00	0.62
	ALGER CAP APP I2	DBDA	ALVOX	0.00	0.94
	ALGER CAP APP INST I	ALRA	ALARX	0.00	1.23
	ALGER MDCAP GR INST I	ALMA	ALMRX	0.00	1.43
	ALGER SMCAP FOCS Y	EEPA	AOFYX	0.00	0.85
	ALGER SPECTRA Z	DBEA	ASPZX	0.00	1.15

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	ALGER WTHRBIE SPEC GR Y	ETUA	ASYMX	0.00	0.91
	ALLNZGI CONV INST	ABZA	ANNPX	0.00	0.84
	ALLNZGI DIVDVAL INST	ACZA	NFJEX	0.00	0.75
	ALLNZGI FOCS GR INST	ACJA	PGFIX	0.00	0.70
	ALLNZGI INTL SMCAP I	ACNA	ALOIX	0.00	1.47
	ALLNZGI INTL VAL INST	ADCA	ANJIX	0.00	0.97
	ALLNZGI LGCAPVAL INST	ADFA	ANVIX	0.00	0.74
	ALLNZGI MDCAP INST	PRCA	DRMCX	0.00	0.83
	ALLNZGI MDCAPVAL INST	ADHA	PRNIX	0.00	0.80
	ALLNZGI SMCAP INST	FXPA	AZBIX	0.00	0.99
	ALLNZGI SMCAP VAL INST	APXA	PSVIX	0.00	0.87
	ALLNZGI TECH INST	ADLA	DRGTX	0.00	1.16
	ALLSPR DISC ALLCAP GR A	EOFA	EKOAX	0.00	1.26
	ALLSPR GR A	SGFA	SGRAX	0.00	1.17
	ALLSPR LGCAP COR A	EOAA	EGOAX	0.00	1.20
	ALPS CRCOMMGCPLTCOMSTRAT	CJNA	JCRIX	0.00	1.08
	ALPS GBL OPPI	CJOA	LPEIX	0.00	1.88
	ALPS KTK INDIA GR I	EWPA	INDIX	0.00	1.00
	ALPS RVRFRNTASTALLCGRIN I	CMLA	RLIIX	0.00	0.68
	ALPS SMITH SHRT DUR BD I	GNSA	SMDSX	0.00	0.56
	ALPS SMITH TTL RTN BD I	GNTA	SMTHX	0.00	0.73
	AMANA DEVL WLD INV	CTGA	AMDWX	0.00	1.21
	AMANA GR INST	CTHA	AMIGX	0.00	0.64
	AMANA GR INV	CTIA	AMAGX	0.00	0.91
	AMANA INC INV	CTKA	AMANX	0.00	1.01
	AMANA PARTCPTN INST	ERIA	AMIPX	0.00	0.56
	AMBCN ARK TRANS INNOV Y	GDWA	ADNYX	0.00	1.19
	AMBCN BAL R5	AADA	AADBX	0.00	0.72
	AMBCN BRDGWAYLGAPVAL R5	CJPA	BRLVX	0.00	0.81
	AMBCN BRDGWAYLGAPVAL R6	FXQA	BWLRX	0.00	0.77
	AMBCN INTL EQ R6	FXRA	AAERX	0.00	0.71
	AMBCN LGCAP VAL R6	FXSA	AALRX	0.00	0.60
	AMBCN MDCAP VAL R6	FXTA	AMDRX	0.00	N/A
	AMBCN SMCAP VAL R5	IAVA	AVFIX	0.00	0.79

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMBCN SMCAP VAL R6	GDXA	AASRX	0.00	0.77
	AMBCN SP FLOTNGRTINC R5	EHXA	SPFLX	0.00	0.89
	AMBCN STEPHNSMDCAPGR R6	FXUA	SFMRX	0.00	0.89
	AMBCN STEPHNSSMCAPGR R6	FXVA	STSRX	0.00	1.04
	AMBCN ZEBRA SMCAP EQ INV	CJUA	AZSPX	0.00	1.60
	AMBCN ZEBRA SMCAP EQ R5	CJTA	AZSIX	0.00	1.22
	AMCENT BAL R5	DVZA	ABGNX	0.00	0.71
	AMCENT COR PLS R5	ADMA	ACCUX	0.00	0.34
	AMCENT DIVRS BD R6	DWBA	ADDVX	0.00	0.34
	AMCENT DSCPLD COR VAL I	AIGA	AMGIX	0.00	0.45
	AMCENT DSCPLD GR R5	DWAA	ADGGX	0.00	0.80
	AMCENT EMRG MKT R6	DWCA	AEDMX	0.00	0.91
	AMCENT EQ GR R5	DWDA	AEYGX	0.00	0.45
	AMCENT EQ INC R6	DRGA	AEUDX	0.00	0.59
	AMCENT FDMNTL EQ A	ADAA	AFDAX	0.00	1.04
	AMCENT FOCS DYNMC	GBZA	ACFOX	0.00	0.86
	AMCENT FOCS GLBL R6	DWEA	AGGDY	0.00	0.75
	AMCENT GLBL REALEST R6	DWFA	ARYDX	0.00	0.77
	AMCENT GNMA R5	ADQA	AGMNX	0.00	0.34
	AMCENT GOVT BD R5	BPEA	ABTIX	0.00	0.26
	AMCENT GR R6	DWGA	AGRDX	0.00	0.62
	AMCENT HERTG R6	DWHA	ATHDX	0.00	0.66
	AMCENT HI YLD R5	CTQA	ACYIX	0.00	0.60
	AMCENT IN RTRMT R6	EHMA	ARDTX	0.00	0.51
	AMCENT INFL ADJ BD R5	ANBA	AIANX	0.00	0.26
	AMCENT INFL ADJ BD R6	GIQA	AIADX	0.00	0.21
	AMCENT INTL BD R5	IDIA	AIDIX	0.00	0.60
	AMCENT INTL GR R6	DWJA	ATGDX	0.00	1.01
	AMCENT LG CO VAL R6	DWKA	ALVDX	0.00	0.48
	AMCENT MDCAP VAL R6	DWLA	AMDVX	0.00	0.62
	AMCENT ONECHOICE2025 R6	EESA	ARWDX	0.00	0.52
	AMCENT ONECHOICE2030 R6	EEUA	ARCUX	0.00	0.53
	AMCENT ONECHOICE2035 R6	EEWA	ARLDX	0.00	0.55
	AMCENT ONECHOICE2040 R6	EEYA	ARDUX	0.00	0.57

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMCENT ONECHOICE2045 R6	EFAA	ARDOX	0.00	0.59
	AMCENT ONECHOICE2050 R6	EFCA	ARFEX	0.00	0.60
	AMCENT ONECHOICE2055 R6	EFEA	AREUX	0.00	0.61
	AMCENT ONECHOICE2060 R6	EFGA	ARGDX	0.00	0.62
	AMCENT ONECHOICE2065 R6	GDYA	ARHSX	0.00	0.62
	AMCENT REALEST R6	DWNA	AREDX	0.00	0.80
	AMCENT SEL R6	DWOA	ASDEX	0.00	0.65
	AMCENT SHRT DUR R5	AFQA	ACSUX	0.00	0.39
	AMCENT SHTDRINFLPRTBD R5	AIPA	APISX	0.00	0.36
	AMCENT SMCAP GR R6	DWPA	ANODX	0.00	0.82
	AMCENT SMCAP VAL R6	DWQA	ASVDX	0.00	0.74
	AMCENT ST GOVT R5	AFTA	TWUOX	0.00	0.34
	AMCENT SUSTNBL EQ R5	DWRA	AFDGX	0.00	0.59
	AMCENT SUSTNBL EQ R6	GKIA	AFEDX	0.00	0.44
	AMCENT ULTRA R6	DWSA	AULDX	0.00	0.60
	AMCENT UTIL INV	ABUA	BULIX	0.00	0.65
	AMCENT VAL R6	DWTA	AVUDX	0.00	0.66
	AMFDS 2010 TRGTDTRTRMT R6	RFTA	RFTTX	0.00	0.28
	AMFDS 2015 TRGTDTRTRMT R6	RFJA	RFJTX	0.00	0.30
	AMFDS 2020 TRGTDTRTRMT R6	RRCA	RRCTX	0.00	0.30
	AMFDS 2025 TRGTDTRTRMT R6	RFDA	RFDTX	0.00	0.32
	AMFDS 2030 TRGTDTRTRMT R6	RFEA	RFETX	0.00	0.33
	AMFDS 2035 TRGTDTRTRMT R6	RFFA	RFFTX	0.00	0.35
	AMFDS 2040 TRGTDTRTRMT R6	RFGA	RFGTX	0.00	0.36
	AMFDS 2045 TRGTDTRTRMT R6	RFHA	RFHTX	0.00	0.37
	AMFDS 2050 TRGTDTRTRMT R6	RFIA	RFITX	0.00	0.38
	AMFDS 2055 TRGTDTRTRMT R6	BEGA	RFKTX	0.00	0.38
	AMFDS 2060 TRGTDTRTRMT R6	CXSA	RFUTX	0.00	0.38
	AMFDS 2065 TRGTDTRTRMT R6	GCEA	RFVTX	0.00	0.38
	AMFDS AM BAL R6	RLBA	RLBGX	0.00	0.25
	AMFDS AM HI INC TR R6	RITA	RITGX	0.00	0.30
	AMFDS AM MUT R6	RMFA	RMFGX	0.00	0.27
	AMFDS AMCAP R6	RAFA	RAFGX	0.00	0.34
	AMFDS BD FD AM R6	RBFA	RFBGX	0.00	0.22

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMFDS CAP INC BLDR R6	RIRA	RIRGX	0.00	0.26
	AMFDS CAP WLD BD R6	RCWA	RCWGX	0.00	0.48
	AMFDS CAP WLD GR INC R6	RWIA	RWIGX	0.00	0.42
	AMFDS CNSRV GR INC R6	CXTA	RINGX	0.00	0.30
	AMFDS DEVL WLD GR INC R6	ENAA	RDWGX	0.00	0.76
	AMFDS EUROPACFC GR R6	RERA	RERGX	0.00	0.46
	AMFDS FDMNTL INV R6	RFNA	RFNGX	0.00	0.28
	AMFDS GLBL BAL R6	BUXA	RGBGX	0.00	0.48
	AMFDS GR FD AM R6	RGAA	RGAGX	0.00	0.30
	AMFDS GR INC R6	FLLA	RGNGX	0.00	0.34
	AMFDS GR R6	FLNA	RGWGX	0.00	0.38
	AMFDS INC FD AM R6	RIDA	RIDGX	0.00	0.26
	AMFDS INFL LNKD BD R6	ENBA	RILFX	0.00	0.29
	AMFDS INT GR INC R6	BVQA	RIGGX	0.00	0.54
	AMFDS INTMD BD FD AM R6	RBOA	RBOGX	0.00	0.23
	AMFDS INVMT CO AM R6	RICA	RICGX	0.00	0.27
	AMFDS MOD GR INC R6	FLQA	RBAGX	0.00	0.34
	AMFDS MULTSCTR INC R6	GEAA	RMDUX	0.00	0.38
	AMFDS NEW ECON R6	RNGA	RNGGX	0.00	0.41
	AMFDS NEW PRSPCT R6	RNPA	RNPGX	0.00	0.41
	AMFDS NEW WLD R6	RNWA	RNWXG	0.00	0.57
	AMFDS RTRMT INC CNSRV R6	EHZA	RTRPX	0.00	0.28
	AMFDS RTRMT INC ENHCD R6	EIBA	RVRPX	0.00	0.32
	AMFDS RTRMT INC MOD R6	EIEA	RURPX	0.00	0.32
	AMFDS SMCAP WLD R6	RLGA	RLLGX	0.00	0.66
	AMFDS ST BD FD AM R6	RMMA	RMMGX	0.00	0.29
	AMFDS US GOVT SEC R6	RGVA	RGVGX	0.00	0.24
	AMFDS WSHNGTN MUT INV R6	RWMA	RWMGX	0.00	0.26
	AMG FQ GLBL RSKBAL Z	CEPA	MMAFX	0.00	N/A
	AMG TMSQUAREINTSMCAP Z	DJSA	TCMIX	0.00	1.00
	AMGGW&K COR BD ESG I	CEUA	MBDFX	0.00	0.62
	AMGGW&K ENHCD COR BD ESG	CVBA	MFDYX	0.00	0.75
	AMGGW&K GLBL ALLOC N	CENA	MBEYX	0.00	0.98
	AMGGW&K SMCAP COR I	CERA	GWEIX	0.00	0.95

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AMGMGRS BW BLUE FD I	BLUA	BLUEX	0.00	1.18
	AMGMGRS BW FD I	BRWA	BRWIX	0.00	0.95
	AMGMGRS DBLINE CORPLSBD I	DJTA	ADLIX	0.00	0.53
	AMGMGRS FRPT MDCAP I	AGJA	ABMIX	0.00	0.82
	AMGMGRS LOOMIS BD N	CETA	MGFIX	0.00	0.69
	AMGMGRS MNTG CLDWL GR I	AGPA	MCGIX	0.00	0.76
	AMGMGRS REALEST N	CEVA	MRESX	0.00	1.11
	AMGMGRS SKYLINE SPEC EQ N	CFIA	SKSEX	0.00	1.18
	AMGMGRS SPEC EQ Z	CTWA	MSEIX	0.00	1.04
	AMGMGRS YCKTMN FD I	CCPA	YACKX	0.00	0.72
	AMGMGRS YCKTMN FOCS I	CCOA	YAFIX	0.00	1.07
	AQR EQ MKT NUTRL I	DWUA	QMNIX	0.00	1.65
	AQR GLBL EQ I	DOGA	AQGIX	0.00	0.83
	AQR INTL DEFN STYLE I	DOHA	ANDIX	0.00	0.65
	AQR INTL EQ I	DOJA	AQIIX	0.00	N/A
	AQR LGCAP DEFN STYLE I	DOKA	AUEIX	0.00	0.38
	AQR LNG SHRT EQ I	DOLA	QLEIX	0.00	1.39
	AQR MGD FTR STRAT I	DCQA	AQMIX	0.00	1.28
	ARIEL APP INV	BZHA	CAAPX	0.00	1.10
	ARIEL FD INV	BZJA	ARGFX	0.00	0.98
	ARIEL FOCS INV	BZIA	ARFFX	0.00	1.13
	ARTISAN INTL VAL INST	DRMA	APHKX	0.00	1.03
	ARTISAN INTL VAL INV	GHEA	ARTKX	0.00	1.26
	AS ABSRTN INST	CZPA	WABIX	0.00	1.42
	AS ADJ RT GOVT INST	BCNA	EKIZX	0.00	0.49
	AS CB LGCAP VAL INST	BCOA	CBLSX	0.00	0.86
	AS CB MDCAP VAL INST	BCPA	CBMSX	0.00	0.92
	AS CMN STK INST	BCTA	SCNSX	0.00	0.93
	AS COR BD INST	BDZA	MBFIX	0.00	0.49
	AS DISC INST	BCXA	WFDSX	0.00	0.88
	AS DIVRS CAP BLDR INST	BCYA	EKBYX	0.00	0.78
	AS DSCPLD US COR INST	BCVA	EVSIX	0.00	0.51
	AS DSCPLD US COR R6	GKGA	EVSIX	0.00	0.41
	AS EMRG GR INST	BDAA	WEMIX	0.00	1.03

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AS ENDVR SEL INST	BDCA	WFCIX	0.00	0.93
	AS ENTRP INST	BDDA	WFEIX	0.00	0.90
	AS FNDMTL SMCAP GR INST	BEBA	EGRYX	0.00	1.11
	AS GLBL SMCAP INST	BDGA	EKGIX	0.00	1.19
	AS GOVT SEC INST	BDHA	SGVIX	0.00	0.57
	AS GR INST	BDIA	SGRNX	0.00	0.84
	AS HI YLD BD INST	DMEA	EKHIX	0.00	0.68
	AS INDX ASST ALLOC ADMN	GKHA	WFAIX	0.00	1.02
	AS INTL BD INST	EICA	ESICX	0.00	N/A
	AS INTL EQ INST	WENA	WFENX	0.00	1.05
	AS LG CO GR INST	BDLA	STNFX	0.00	0.84
	AS LG CO VAL INST	BSTA	WLCIX	0.00	0.63
	AS OPFR INST	BDOA	WOFNX	0.00	0.86
	AS PREC MTLN INST	BDPA	EKWYX	0.00	0.85
	AS PRMR LG CO GR INST	BDQA	EKJYX	0.00	0.80
	AS SHRT DUR GOVT BD INST	BDRA	WSGIX	0.00	0.46
	AS SMCO VAL INST	BDOA	SCVNX	0.00	0.99
	AS SPEC MDCAP VAL INST	BDXA	WFMIX	0.00	0.79
	AS SPEC SMCAP VAL INST	BWHA	ESPNX	0.00	0.91
	AS ULTRA ST INC INST	SDXA	SADIX	0.00	0.33
	AS UTIL TELCOM INST	BECA	EVUYX	0.00	0.83
	AVEMARIA BD	AFVA	AVEFX	0.00	0.42
	AVEMARIA FOCN	GCHA	AVEAX	0.00	1.14
	AVEMARIA GR	AVGA	AVEGX	0.00	0.91
	AVEMARIA RIS DIVD	AVDA	AVEDX	0.00	0.91
	AVEMARIA VAL	AVMA	AVEMX	0.00	0.94
	AVNTS COR FXD INC INST	GLWA	AVIGX	0.00	0.15
	AVNTS EMRG MKT EQ INST	GLXA	AVEEX	0.00	0.33
	AVNTS INTL EQ INST	GLYA	AVDEX	0.00	0.23
	AVNTS INTL SMCAP VAL INST	GLZA	AVDVX	0.00	0.36
	AVNTS ST FXD INC INST	GMBA	AVSFX	0.00	0.15
	AVNTS US EQ INST	GMGA	AVUSX	0.00	0.15
	AVNTS US LGCAP VAL INST	GTQA	AVLVX	0.00	0.15
	AVNTS US SMCAP VAL INST	GMHA	AVUVX	0.00	0.25

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	AZZAD ETHICAL	ETIA	ADJEX	0.00	1.12
	AZZAD WISE CAP	ETJA	WISEX	0.00	0.98
	BAIRD AGGREGTE BD INST	BXBA	BAGIX	0.00	0.30
	BAIRD COR PLS BD INST	DJUA	BCOIX	0.00	0.30
	BAIRD INTMD BD INST	BPFA	BIMIX	0.00	0.30
	BAIRD MDCAP INST	CBWA	BMDIX	0.00	0.82
	BAIRD ST BD INST	DJVA	BSBIX	0.00	0.30
	BAIRD ULTRA SHRT BD INST	FOKA	BUBIX	0.00	0.30
	BARON ASST INST	AGQA	BARIX	0.00	1.04
	BARON ASST R6	GNUA	BARUX	0.00	1.04
	BARON DISC INST	DWWA	BDFIX	0.00	1.06
	BARON EMRG MKT INST	DWXA	BEXIX	0.00	1.12
	BARON FIFTH AVE GR INST	CDDA	BFTIX	0.00	0.76
	BARON GR INST	AGUA	BGRIX	0.00	1.04
	BARON OPR INST	AGYA	BIOIX	0.00	1.05
	BARON PTNRS INST	AGZA	BPTIX	0.00	1.44
	BARON REALEST INST	CDEA	BREIX	0.00	1.07
	BARON SMCAP INST	AHAA	BSFIX	0.00	1.04
	BLKRK 20/80 TRGTALLOK INS	GEDA	BICPX	0.00	0.41
	BLKRK 20/80 TRGTALLOK K	EFKA	BKCPX	0.00	0.29
	BLKRK 40/60 TRGTALLOK INS	GEEA	BIMPX	0.00	0.45
	BLKRK 40/60 TRGTALLOK K	EFLA	BKMPX	0.00	0.31
	BLKRK 60/40 TRGTALLOK INS	GEFA	BIGPX	0.00	0.45
	BLKRK 80/20 TRGTALLOK INS	DHZA	BIAPX	0.00	0.50
	BLKRK ADVTG GLBL INST	AHOA	MAGCX	0.00	1.10
	BLKRK ADVTG LGCAP COR INS	AHZA	MALRX	0.00	0.61
	BLKRK ADVTG LGCAP GR INST	AJAA	CMVIX	0.00	0.75
	BLKRK ADVTG LGCAPVAL INST	AIJA	MALVX	0.00	0.70
	BLKRK ADVTG SMCAP GR INST	BPGA	PSGIX	0.00	0.71
	BLKRK ADVTGUSTTLMKT INST	AJFA	MASPX	0.00	0.79
	BLKRK BAL CAP INST	MCPA	MACPX	0.00	0.53
	BLKRK BASIC VAL INST	MBXA	MABAX	0.00	0.54
	BLKRK CAP APP INST	EIFA	MAFGX	0.00	0.70
	BLKRK CAP APP K	AHEA	BFGBX	0.00	0.64

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	BLKRK COMDTY STRAT INST	FEKA	BICSX	0.00	0.82
	BLKRK COR BD PORT INST	EIHA	BFMCX	0.00	0.54
	BLKRK COR BD PORT K	BOJA	CCBBX	0.00	0.43
	BLKRK EMRG MKT INST	AHNA	MADCX	0.00	0.97
	BLKRK EMRG MKT K	GMKA	MKDCX	0.00	0.86
	BLKRK EQ DIVD INST	AHGA	MADVX	0.00	0.68
	BLKRK EUROFD INST	AHHA	MAEFX	0.00	1.17
	BLKRK EVDRIV EQ INST	GEIA	BILPX	0.00	1.29
	BLKRK FLOTNG RT INC INST	CJVA	BFRIX	0.00	0.71
	BLKRK GLBL ALLOC INST	AHKA	MALOX	0.00	0.89
	BLKRK GLBL DIVD INST	CJXA	BIBDX	0.00	0.75
	BLKRK GLBLEQMKTNUTRL INST	CYOA	BDMIX	0.00	1.58
	BLKRK GNMA INST	EIIA	BGNIX	0.00	0.72
	BLKRK GNMA K	BOEA	BBGPX	0.00	0.60
	BLKRK HI YLD BD INST	EIJA	BHYIX	0.00	0.60
	BLKRK HI YLD BD PORT K	BOFA	BRHYX	0.00	0.51
	BLKRK HLTH SCNC OPFR INST	SHSA	SHSSX	0.00	0.85
	BLKRK HLTH SCNC OPFR INV	BSAA	SHSAX	0.00	1.09
	BLKRK IMPCT MRTG INST	FMWA	PNIGX	0.00	0.83
	BLKRK INC INST	FELA	BMSIX	0.00	0.75
	BLKRK INFL PRTCT BD INST	EIKA	BPRIX	0.00	0.69
	BLKRK INFL PRTCT BD K	BOGA	BPLBX	0.00	0.55
	BLKRK INTL DIVD INST	AHWA	BISIX	0.00	0.96
	BLKRK IS DVLRLSTINDX INS	EFXA	BIRDY	0.00	0.19
	BLKRK IS MSCI TTLINTLIND	DJZA	BDOKX	0.00	0.10
	BLKRK IS RSL2000SMCPIND K	DJYA	BDBKX	0.00	0.07
	BLKRK IS RSLMMDCAPINDX K	DONA	BSMKX	0.00	0.11
	BLKRK IS S P 500 INDX INS	CECA	BSPIX	0.00	0.10
	BLKRK IS S P 500 INDX K	DJXA	WFSPX	0.00	0.03
	BLKRK IS TTLSTKMKY INDX K	DOOA	BKTSX	0.00	0.03
	BLKRK IS USAGGREGTBDINDX	DOPA	WFBIX	0.00	0.06
	BLKRK ISMSCIEAFEINTIND K	DWYA	BTMKX	0.00	0.04
	BLKRK ISRSL1000LCPIND INS	CPOA	BRGNX	0.00	0.12
	BLKRK ISRSSL MDCAPINDX K	DJWA	BRMKX	0.00	0.06

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	BLKRK LGCAP FOCS GR INST	FOEA	MAFOX	0.00	0.74
	BLKRK LGCAP INDX K	DIBA	BRGKX	0.00	0.07
	BLKRK LOW DUR BD INST	EILA	BFMSX	0.00	0.43
	BLKRK LOW DUR BD K	BOHA	CLDBX	0.00	0.37
	BLKRK LTN AM INST	AIKA	MALTX	0.00	N/A
	BLKRK MDCAP DIVD INST	AIQA	MARFX	0.00	0.84
	BLKRK MDCAP GR EQ INST	AIWA	CMGIX	0.00	0.81
	BLKRK MULT ASST INC INST	CKHA	BIICX	0.00	0.67
	BLKRK NATRL RSRC TR INST	AJBA	MAGRX	0.00	0.87
	BLKRK REALEST SEC INST	FEOA	BIREX	0.00	0.98
	BLKRK STRAT INC OPPR I	CKIA	BSIIX	0.00	0.71
	BLKRK TCTCL OPPR INST	AHBA	PBAIX	0.00	0.78
	BLKRK TECH OPPR INST	GPQA	BGSIX	0.00	0.94
	BLKRK TTL RTN INST	EIMA	MAHQX	0.00	0.47
	BLKRK TTL RTN K	BOIA	MPHQX	0.00	0.38
	BLKRK UNCNSTRND EQ INST	AHMA	MAEGX	0.00	0.99
	BLLIEGFRD EMRG MKT K	FLWA	BGKEX	0.00	0.83
	BLLIEGFRD INTL EQ K	FLYA	BGIKX	0.00	0.61
	BNYMEL APP Y	GMNA	DGYGX	0.00	0.59
	BNYMEL BD MKT INDX I	DBTA	DBIRX	0.00	0.16
	BNYMEL DEVLTKTREALESTSECI	BFXA	DRLIX	0.00	1.11
	BNYMEL EQ INC I	CODA	DQIRX	0.00	0.80
	BNYMEL GLBL FXD INC I	DOUA	SDGIX	0.00	0.53
	BNYMEL GLBL RTN I	COFA	DRRIX	0.00	0.97
	BNYMEL INTL BD I	BGAA	DIBRX	0.00	0.73
	BNYMEL MDCAP INDX INV	FESA	PESPX	0.00	0.52
	BNYMEL RSRCH GR Z	COHA	DWOIX	0.00	0.82
	BNYMEL SEL MGR SMCAP GR I	COIA	DSGIX	0.00	0.99
	BNYMEL SEL MGR SMCAP VAL	COJA	DMVIX	0.00	1.03
	BNYMEL SMMDCAP GR I	COLA	SDSCX	0.00	0.74
	BRWN INTL ALL CO INV	ERJA	BCIIX	0.00	1.59
	BRWN MD CO INV	ERKA	BCMSX	0.00	1.55
	BRWNADV SMCDFMNTLVAL INS	GIRA	BIAUX	0.00	1.10
	BRWNADV SUSTNBL GR INST	GEJA	BAFWX	0.00	0.63

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	BSTNPRT LNGSHRTRS RCH INST	DKAA	BPIRX	0.00	1.95
	BTS TCTCL FXD INC I	ERLA	BTFIX	0.00	1.65
	BUF DISC RTL	BFTA	BUFTX	0.00	1.00
	BUF DIVD FOCS RTL	DOQA	BUFDX	0.00	0.93
	BUF FLEX INC RTL	BUFA	BUFBX	0.00	1.01
	BUF GR RTL	BUGA	BUFGX	0.00	0.92
	BUF INTL RTL	DORA	BUFIX	0.00	1.03
	BUF MDCAP RTL	BUMA	BUFMX	0.00	1.02
	CALAMOS EVOL WLD GR INST	BFIA	CNWIX	0.00	1.38
	CALAMOS TTL RTN BD INST	BFKA	CTRIX	0.00	0.88
	CALAMOS VAL INST	BFLA	CVAIX	0.00	1.32
	CALAMOS GLBL EQ I	CIGA	CIGEX	0.00	1.36
	CALAMOS GLBL GR INC I	CGCA	CGCIX	0.00	1.21
	CALAMOS GR I	CRXA	CGRIX	0.00	1.05
	CALAMOS GR INC I	CGIA	CGIIX	0.00	0.80
	CALAMOS HI INC OP PR INST	BFJA	CIHYX	0.00	1.15
	CALAMOS INTL GR I	CXGA	CIGIX	0.00	1.39
	CALAMOS MKT NUTRL INC I	CMNA	CMNIX	0.00	0.93
	CALVERT MDCAP I	CEFA	CCPIX	0.00	0.98
	CARILN CLARIVST INTL I	UMBA	UMBWX	0.00	N/A
	CARILN EAGLE CAP APP R5	AKCA	HRCMX	0.00	0.89
	CARILN EAGLE GR INC R6	DYCA	HIGUX	0.00	0.61
	CARILN EAGLE MDCAP GR I	BPIA	HAGIX	0.00	0.72
	CARILN EAGLE SMCAP GR R6	DYDA	HSRUX	0.00	0.71
	CARILN REAMS COR BD I	CJDA	SCCIX	0.00	0.72
	CARILN REAMS COR PLS BD I	CJEA	SCPZX	0.00	0.65
	CARILN REAMS UNCNSTRNDBD	CJFA	SUBFX	0.00	0.85
	CATLYST BFR SHLD I	GPRA	SHIIX	0.00	1.64
	CATLYST MLBRN HDG STRAT I	FXZA	MBXIX	0.00	2.02
	CAUSWY INTL VAL INST	EWRA	CIVIX	0.00	0.91
	CBOEVST SP500 BFR STRAT Y	GALA	BUYGX	0.00	0.97
	CLVRT BAL I	BUYA	CBAIX	0.00	0.67
	CLVRT BD I	AJGA	CBDIX	0.00	0.55
	CLVRT EQ I	CEYA	CEYIX	0.00	0.65

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	CLVRT EQ R6	GISA	CEYRX	0.00	0.59
	CLVRT GLBL ENRGY SOLTNS I	BFMA	CAEIX	0.00	1.15
	CLVRT INC I	CINA	CINCX	0.00	0.66
	CLVRT INTL EQ I	CWVA	CWVIX	0.00	0.96
	CLVRT INTL OPPI I	FOPA	COIIX	0.00	1.07
	CLVRT INTL RSP INDX I	GHMA	CDHIX	0.00	0.40
	CLVRT INTL RSP INDX R6	FSUA	CDHRX	0.00	0.37
	CLVRT SHRT DUR INC INST	BZLA	CDSIX	0.00	0.51
	CLVRT SMCAP I	CSVA	CSVIX	0.00	0.94
	CLVRT SOC INDX I	CISA	CISIX	0.00	0.34
	CNSTGA SM CAP INST	DOSA	CCALX	0.00	0.98
	COHENSTRS INTL REAL INST	BFPA	IRFIX	0.00	1.17
	COHENSTRS PRFRD SEC INC I	DMIA	CPXIX	0.00	0.84
	COHENSTRS REAL Z	GIUA	CSJZX	0.00	0.83
	COHENSTRS REALEST SEC INS	DICA	CSDIX	0.00	0.84
	COHENSTRS REALEST SEC Z	DRQA	CSZIX	0.00	0.75
	COL ACORN INST2	CPPA	CRBRX	0.00	0.80
	COL ACORN INTL INST2	CPQA	CAIRX	0.00	0.98
	COL ADPTV RSK ALLOC INST2	CQGA	CRDRX	0.00	0.81
	COL BAL INST2	CPRA	CLREX	0.00	0.64
	COL BAL INST3	GIWA	CBDYX	0.00	0.59
	COL CONTRA COR INST2	CPSA	COFRX	0.00	0.67
	COL CONV SEC INST2	CPTA	COCRX	0.00	0.81
	COL CONV SEC INST3	GHHA	CSFYX	0.00	0.76
	COL CORP INC INST2	CPUA	CPIRX	0.00	0.56
	COL DIVD INC INST2	CPVA	CDDRX	0.00	0.60
	COL DIVD OPPI INST2	CPWA	RSDFX	0.00	0.78
	COL EMRG MKT BD INST2	CPXA	CEBRX	0.00	0.73
	COL EMRG MKT INST3	FEVA	CEKYX	0.00	1.05
	COL FLOTNG RT INST2	CPYA	RFRFX	0.00	0.77
	COL GLBL OPPI INST2	CPZA	CLNRX	0.00	0.88
	COL GLBL TECH ADV	ETVA	CTYRX	0.00	0.93
	COL HI YLD BD INST2	CQAA	RSHRX	0.00	0.70
	COL INC BLDR INST2	CQBA	CKKRX	0.00	0.69

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	COL INTGRTD LGCAP GR ADV	GQVA	ILGFX	0.00	0.94
	COL INTGRTD LGCAP VAL ADV	GQUA	ILVEX	0.00	0.96
	COL LGCAP ENHCD COR INST2	CQDA	CLNCX	0.00	0.85
	COL LGCAP VAL A	ADEA	INDZX	0.00	0.97
	COL LTD DUR CR INST2	CQEA	CTLRX	0.00	0.50
	COL MDCAP INDX INST2	FMLA	CPXRX	0.00	0.28
	COL OVRSEAS VAL INST2	DHWA	COSSX	0.00	0.88
	COL OVRSEAS VAL INST3	GUGA	COSYX	0.00	0.83
	COL SEL GLBL EQ INST3	GAMA	CSEYX	0.00	0.91
	COL SEL LGCAP GR INST2	CQHA	CGTRX	0.00	0.77
	COL SEL LGCAP VAL INST2	CQIA	SLVIX	0.00	0.76
	COL SEL MDCAP VAL INST2	CQFA	CVERX	0.00	0.80
	COL SEL SMCAP VAL INST2	CQJA	SSVIX	0.00	0.97
	COL SMCAP INDX INST2	EMZA	CXXRX	0.00	0.20
	COL SMCAP VAL I INST 3	GNWA	CSVYX	0.00	0.86
	COL SMCAP VAL II INST 3	GQWA	CRRYX	0.00	0.86
	COL STRAT INC INST2	CQKA	CTIVX	0.00	0.64
	COL THRMST INST2	CQLA	CQTRX	0.00	0.60
	COLOVRSVALMYWYRTRMTINTLVA	FZBA	N/A	0.00	0.38
	COLU QULT INC INST2	CQMA	CGVRX	0.00	0.56
	COMRC GR	FOQA	CFGRX	0.00	0.75
	CONGRESS LGCAP GR RTL	ETWA	CAMLX	0.00	0.94
	CONGRESS MDCAP GR RTL	ETXA	CMIDX	0.00	1.03
	CONGRESS MDCAP INST	GIXA	IMIDX	0.00	0.78
	CRSUISSETR COMDTY RTNSTR	BFQA	CCRSX	0.00	1.05
	DAVENPORT CORE LDRS FUND	DNXA	DAVPX	0.00	0.86
	DAVIS FIN Y	AJMA	DVFX	0.00	0.72
	DAVIS NY VNTR Y	DNVA	DNVYX	0.00	0.66
	DAVIS OPFR Y	AJNA	DGOYX	0.00	0.69
	DAVIS REALEST Y	AJOA	DREYX	0.00	0.72
	DBLINE COR FXD INC I	CYRA	DBLFX	0.00	0.51
	DBLINE ENHCD CAPE I	DYBA	DSEEX	0.00	0.55
	DBLINE LOW DUR BD I	CYSA	DBLSX	0.00	0.41
	DBLINE TTL RTN BD N	BZOA	DLTNX	0.00	0.73

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DE IVY CLIMATE SOLTNS R6	DYWA	IENRX	0.00	0.99
	DE IVY GLBL VAL EQ I	EMYA	IBIIX	0.00	0.94
	DE CORP BD INST	CBXA	DGCIX	0.00	0.66
	DE DIVD INC INST	BFRA	DDIIX	0.00	1.05
	DE DIVRS INC A	DPDA	DPDFX	0.00	0.89
	DE DIVRS INC INST	AJPA	DPFFX	0.00	0.64
	DE EMRG MKT INST	BFUA	DEMIX	0.00	1.41
	DE EXTND DUR BD INST	AJQA	DEEIX	0.00	0.76
	DE GLBL EQ INST	EDRA	FIITX	0.00	1.12
	DE HI YLD OPFR INST	DHIA	DHOIX	0.00	0.84
	DE HLTHCARE I	ENEA	DLHIX	0.00	0.99
	DE INTL SMCAP INST	EIVA	DGGIX	0.00	1.33
	DE IVY COR BD I	AOIA	IVBIX	0.00	0.71
	DE IVY GLBL VAL EQ R6	DYYA	IICNX	0.00	0.79
	DE IVY REAL EST SEC I	APHA	IREIX	0.00	1.09
	DE IVY SCNC TECH I	ITIA	ISTIX	0.00	0.96
	DE IVY SUSTNBL EQ INC I	EABA	IDAIX	0.00	0.68
	DE LTD TRM DIVRS INC INST	BUZA	DTINX	0.00	0.71
	DE MID CAP GR EQ INST	AJUA	DFDIX	0.00	0.79
	DE REIT INST	AJRA	DPRSX	0.00	1.13
	DE SEL GR INST	AJSA	VAGGX	0.00	1.01
	DE SMCAP COR INST	DIEA	DCCIX	0.00	0.80
	DE SMCAP VAL INST	AJTA	DEVIX	0.00	0.86
	DE VAL INST	AJVA	DDVIX	0.00	0.68
	DFA COMDTY STRAT INST	DIFA	DCMSX	0.00	0.30
	DFA EMRG MKT COR EQ INST	BTMA	DFCEX	0.00	0.40
	DFA EMRG MKT SMCAP	DSXA	DEMSX	0.00	0.79
	DFA EMRG MKT SOCCOREQ INS	BXCA	DFESX	0.00	0.44
	DFA EMRG MKT VAL	DFEA	DFEVX	0.00	0.54
	DFA EMRG MKT	DXMA	DFEMX	0.00	0.46
	DFA FIVE YR GLBL FXD INC	DGBA	DFGBX	0.00	0.20
	DFA GLBL ALLOC 25 75 INST	DGTA	DGTSX	0.00	0.40
	DFA GLBL ALLOC 60 40 INST	DGSA	DGSIX	0.00	0.41
	DFA GLBL EQ INST	DGEA	DGEIX	0.00	0.42

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DFA GLBL REALEST SEC INST	BTNA	DFGEX	0.00	0.32
	DFA GLBLCORPLSFXDINC INST	GNXA	DGCFX	0.00	0.22
	DFA INFL PRTCT SEC INST	BZMA	DIPSX	0.00	0.11
	DFA INTL COR EQ INST	BRCA	DFIEX	0.00	0.24
	DFA INTL LGCAP GR	ERMA	DILRX	0.00	0.30
	DFA INTL SM CO INST	DFIA	DFISX	0.00	0.39
	DFA INTL SMCAP GR INST	DRRA	DISMX	0.00	0.47
	DFA INTL SMCAP VAL	DISA	DISVX	0.00	0.44
	DFA INTL SOC COR EQ INST	EIWA	DSCLX	0.00	0.27
	DFA INTL SUSTNBL COR 1	BXDA	DFSPX	0.00	0.25
	DFA INTL VAL	DFVA	DFIVX	0.00	0.48
	DFA INTL VECTR EQ INST	EIXA	DFVQX	0.00	0.34
	DFA INTMD GOVT FXDINC INS	DXGA	DFIGX	0.00	0.11
	DFA INVMT GRD FXD INST	CQNA	DFAPX	0.00	0.19
	DFA LGCAP INTL	DFAA	DFALX	0.00	0.17
	DFA ONE YR FXD INC	DIHA	DFIHX	0.00	0.12
	DFA REALEST SEC	DRSA	DFREX	0.00	0.20
	DFA SOC FXD INC INST	EIYA	DSFIX	0.00	0.21
	DFA ST EXTND QULTY INST	BZNA	DFEQX	0.00	0.18
	DFA ST GOVT	DFYA	DFFGX	0.00	0.16
	DFA SUSTNBL COR 1	BXFA	DFSIX	0.00	0.17
	DFA TRGT CR INST	GNYA	DTCPX	0.00	0.22
	DFA TWO YR GLBL FXD INC	DXFA	DFGFX	0.00	0.16
	DFA US COR EQ I	DFOA	DFEOX	0.00	0.14
	DFA US CORE EQ 2 INST	BTOA	DFQTX	0.00	0.18
	DFA US LG CO	DXXA	DFUSX	0.00	0.09
	DFA US LGCAP EQ INST	CVEA	DUSQX	0.00	0.13
	DFA US LGCAP GR INST	DXZA	DUSLX	0.00	0.18
	DFA US LGCAP VAL INST	DFLA	DFLVX	0.00	0.31
	DFA US MICRO CAP INST	DSCA	DFSCX	0.00	0.40
	DFA US SMCAP GR INST	DYAA	DSCGX	0.00	0.31
	DFA US SMCAP INST	DFTA	DFSTX	0.00	0.27
	DFA US SMCAP VAL INST	DVUA	DFSVX	0.00	0.30
	DFA US SOC COR EQ 2	BXEA	DFUEX	0.00	0.21

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DFA US TRGT VAL INST	DFXA	DFFVX	0.00	0.29
	DFA US VECTR EQ INST	BTPA	DFVEX	0.00	0.28
	DFA WLDEXUS COREQ INST	EIZA	DFWIX	0.00	0.30
	DFA WLDEXUS TRGT VAL INST	EJAA	DWUSX	0.00	0.50
	DFA WLDEXUS VAL INST	EJBA	DFWVX	0.00	0.57
	DFA WLDEXUSGOVTFXDINC INS	DRTA	DWFIX	0.00	0.19
	DFDENT MDCAP GR INST	FQQA	DFMGX	0.00	0.85
	DFDENT PRMR GR INV	FQSA	DFDPX	0.00	1.10
	DIAMOND HILL CORP CR Y	FTAA	BGISX	0.00	0.50
	DIAMOND HILL LGCAP I	AJWA	DHLRX	0.00	0.67
	DIAMOND HILL LNG SHRT INS	BFWA	DHLSX	0.00	1.50
	DIAMOND HILL MDCAP I	CQQA	DHPIX	0.00	0.77
	DIAMOND HILL SEL I	GIYA	DHLTX	0.00	0.87
	DIAMOND HILL SMCAP I	AJXA	DHSIX	0.00	0.97
	DODGECOX INTL STK I	DGLA	DODFX	0.00	0.62
	DOMINI IMPCT INTL EQ INST	EFUA	DOMOX	0.00	0.89
	DVNPRT EQ OPP	DNWA	DEOPX	0.00	0.88
	DVNPRT SMCAP FOCS	EFNA	DSCPX	0.00	0.89
	DVNPRT VAL INC	DNZA	DVIPX	0.00	0.87
	DWS CAP GR S	DWZA	SCGSX	0.00	0.66
	DWS COR EQ S	DXAA	SCDGX	0.00	0.56
	DWS CROCI EQ DIVD INST	PKIA	KDHIX	0.00	0.72
	DWS CROCI INTL S	CYPA	SCINX	0.00	0.91
	DWS CROCI US S	DXBA	DCUSX	0.00	0.67
	DWS EMRG MKT EQ S	ENGA	SEMGX	0.00	1.13
	DWS ENHCDCOMDTSTRAT INST	DXCA	SKIRX	0.00	1.04
	DWS EQ 500 INDX INST	SBTA	BTIIX	0.00	0.30
	DWS ESG COR EQ S	DXVA	DESSX	0.00	0.73
	DWS ESG GLBL BD S	BGCA	SSTGX	0.00	0.99
	DWS FLOTNG RT INST	CQPA	DFRTX	0.00	0.93
	DWS FLOTNG RT S	DXEA	DFRPX	0.00	1.09
	DWS GLBL HI INC S	DXJA	SGHSX	0.00	0.74
	DWS GLBL INC BLDR INST	CQQA	KTRIX	0.00	0.66
	DWS GLBL INC BLDR S	DXKA	KTRSX	0.00	0.70

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	DWS GLBL INFR S	DXOA	TOLSX	0.00	1.21
	DWS GLBL MACRO S	DXHA	DBIVX	0.00	1.06
	DWS GLBL SMCAP INST	BGGA	KGDIX	0.00	1.15
	DWS GLBLREALEST SEC S	DXQA	RRGTX	0.00	1.17
	DWS GNMA S	DXRA	SGINX	0.00	0.58
	DWS HI INC S	DXTA	KHYSX	0.00	0.78
	DWS LTN AM EQ S	BGJA	SLAFX	0.00	1.34
	DWS RREEF REALESSEC INST	PRXA	RRRRX	0.00	0.61
	DWS RREEF REALEST SEC R6	GIZA	RRRZX	0.00	0.53
	DWS RREEF REALEST SEC S	CEJA	RRREX	0.00	0.75
	DWS SCNC TECH S	DXWA	KTCSX	0.00	0.69
	DWS SMCAP COR INST	EFSA	SZCIX	0.00	0.92
	DWS SMCAP COR S	DKEA	SSLCX	0.00	0.95
	DWS SMCAP GR S	DXYA	SSDSX	0.00	0.98
	EDGWD GR INST	GPSA	EGFIX	0.00	1.03
	EMERALD BK FIN INST	BZRA	HSSIX	0.00	1.41
	EMERALD GR A	HSPA	HSPGX	0.00	1.03
	EMERALD GR INST	ANKA	FGROX	0.00	0.73
	EV ATLNTA CAP FOCS GR INS	BTQA	EILGX	0.00	0.78
	EV ATLNTA CAP SMID CAP I	AKEA	EISMX	0.00	0.88
	EV DIVD BLDR INST	BGMA	EIUTX	0.00	0.75
	EV FLOTNG RT HI INC INST	BGQA	EIFHX	0.00	0.77
	EV FLOTNG RT INST	BGOA	EIBLX	0.00	0.77
	EV GLBL MACRO ABS RTN INS	BVAA	EIGMX	0.00	0.84
	EV GLBL SOVRGN OPPI I	CKQA	EIIMX	0.00	1.58
	EV GOVT OPPI INST	DIJA	EIGOX	0.00	0.85
	EV GR I	AKFA	ELCIX	0.00	0.83
	EV INC FD OF BOSTON INST	BGSA	EIBIX	0.00	0.77
	EV INC FD OF BOSTON R6	DRUA	EIBRX	0.00	0.68
	EV LGCAP VAL L	BGTA	EILVX	0.00	0.77
	EV MUNI OPPI I	DCSA	EMOIX	0.00	0.67
	EV PMETRIC EMRG MKT INST	CSDA	EIEMX	0.00	1.40
	EV PMETRIC INTL EQ INST	CSEA	EISX	0.00	0.58
	EV RICHBRNSTN EQSTRAT INS	CVHA	ERBIX	0.00	0.99

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	EV SHRT DUR STRAT INC I	AKHA	ESIIX	0.00	0.87
	EV SMCAP I	AKGA	EISGX	0.00	1.14
	EV WW HLTH SCNC A	ETHA	ETHSX	0.00	1.22
	EVENTDE GILEAD I	ERNA	ETILX	0.00	1.11
	EVENTDE HLTH LF SCNC I	GPUA	ETIHX	0.00	1.31
	EVENTDE LTD TRM BD I	GPVA	ETIBX	0.00	0.64
	EVENTDE MULTASST INC I	EROA	ETIMX	0.00	0.82
	F&T BEH SMCAP EQ R6	GBFA	FTHFX	0.00	0.65
	FAM DIVD FOCS INV	DYEA	FAMEX	0.00	1.23
	FAM VAL INST	DYFA	FAMWX	0.00	1.14
	FED HRMS CLVR SM VAL INST	AKNA	VSFIX	0.00	1.21
	FED HRMS CORP BD INST	AKJA	FDBIX	0.00	0.75
	FED HRMS EQ INC INST	CCUA	LEISX	0.00	0.89
	FED HRMS GLBL ALLOC INST	AKIA	SBFIX	0.00	1.13
	FED HRMS GOV OBLGTNS PRMR	DJRA	GOFXX	0.00	0.28
	FED HRMS GOVULTRASHRT INS	FGUA	FGUSX	0.00	0.43
	FED HRMS INST HIYLDDBD INS	FIHA	FIHBX	0.00	0.55
	FED HRMS INTL EQ INST	AZOA	PIUIX	0.00	1.49
	FED HRMS INTL LDRS INST	BVCA	FGFLX	0.00	1.12
	FED HRMS INTMDCORPBD INST	AKQA	FIIFX	0.00	1.07
	FED HRMS INTSTRVLDVD INS	BVDA	IVFIX	0.00	1.03
	FED HRMS KAUFMAN INST	GPYA	KAUIX	0.00	1.54
	FED HRMS KAUFMAN SMCAP R6	FLZA	FKALX	0.00	0.93
	FED HRMS KAUFMANLGCAP INS	BVEA	KLCIX	0.00	0.94
	FED HRMS MDT LGCAPVAL INS	AKVA	FMSTX	0.00	0.95
	FED HRMS MDT SMCAP GR INS	BVFA	QISGX	0.00	1.07
	FED HRMS MDT SMCAPCOR INS	ENJA	QISCX	0.00	1.04
	FED HRMS MDTMDCPGRSTR INS	BVGA	FGSIX	0.00	1.03
	FED HRMS PRUDNT BEAR INST	AKWA	PBRIX	0.00	2.49
	FED HRMS SELTTLRTNBD INST	FGMA	FGFIX	0.00	2.45
	FED HRMS SHINTDTLRTBD INS	FGCA	FGCIX	0.00	0.48
	FED HRMS SHINTDTLRTBD R6	GHGA	SRBRX	0.00	0.43
	FED HRMS SHRT TRM INC SVC	BVHA	FSTIX	0.00	0.75
	FED HRMS ST GOV INST	FGZA	FSGVX	0.00	0.65

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FED HRMS ST INTMD GOV INS	BPKA	FIGTX	0.00	0.97
	FED HRMS STRAT INC INST	AKXA	STISX	0.00	0.84
	FED HRMS STRTVALDIVD INST	BTSA	SVAIX	0.00	0.94
	FED HRMS TTL RTN BD INST	FGRA	FTRBX	0.00	0.47
	FED HRMS TTLRTNGVTBD INST	FGGA	FTRGX	0.00	0.54
	FED HRMS ULTRASHRTBD INST	FGLA	FULIX	0.00	0.44
	FID 500 INDX	EVMA	FXAIX	0.00	0.01
	FID ASST MGR 20 I	EUAA	FTIWX	0.00	0.56
	FID ASST MGR 30 I	EUBA	FTINX	0.00	0.55
	FID ASST MGR 40 I	EUCA	FFNIX	0.00	0.57
	FID ASST MGR 50 I	EUDA	FFIMX	0.00	0.64
	FID ASST MGR 60 I	EUFA	FSNIX	0.00	0.74
	FID BLUE CHIP GR	CTYA	FBGRX	0.00	0.76
	FID EMRG MKT INDX	EVNA	FPADX	0.00	0.07
	FID EXTD MKT INDX	EVOA	FSMAX	0.00	0.04
	FID GLBL EXUS INDX	EVPA	FSGGX	0.00	0.06
	FID INFL PRTCT BD INDX	EVQA	FIPDX	0.00	0.05
	FID INTL BD INDX	GEQA	FBIIX	0.00	0.06
	FID INTL INDX	EVSA	FSPSX	0.00	0.04
	FID INTL SUSTNBL INDX	GHFA	FNIDX	0.00	0.20
	FID INTMD TRSRY BD INDX	FKWA	FUAMX	0.00	0.03
	FID LG CAP GR INDX	EVVA	FSPGX	0.00	0.04
	FID LG CAP VAL INDX	EVWA	FLCOX	0.00	0.04
	FID MDCAP GR INDX	FPDA	FMDGX	0.00	0.05
	FID MDCAP INDX	EVYA	FSMDX	0.00	0.03
	FID MDCAP VAL INDX	FPEA	FIMVX	0.00	0.05
	FID MULT ASST INDX	DKJA	FFNOX	0.00	0.13
	FID NSDQ CMPST INDX	DSBA	FNCMX	0.00	0.37
	FID REALEST INDX	EVZA	FSRNX	0.00	0.07
	FID SMCAP GR INDX	FPFA	FECGX	0.00	0.05
	FID SMCAP INDX	EWBA	FSSNX	0.00	0.03
	FID SMCAP VAL INDX	FPHA	FISVX	0.00	0.05
	FID ST TRSRY BD INDX	EWGA	FUMBX	0.00	0.03
	FID TTL INTL INDX	GERA	FTIHX	0.00	0.06

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FID TTL MKT INDX	EWCA	FSKAX	0.00	0.01
	FID US BD INDX	EWDA	FXNAX	0.00	0.03
	FIDADV ASST MGR 70 INST	AKZA	FAAIX	0.00	0.70
	FIDADV ASST MGR 85 I	ERPA	FEYIX	0.00	0.72
	FIDADV BAL I	FIOA	FAIOX	0.00	0.56
	FIDADV BIO INST	CYTA	FBTIX	0.00	0.73
	FIDADV CANADA INST	ALFA	FICCX	0.00	0.86
	FIDADV CHINA REG INST	ALHA	FHKIX	0.00	0.93
	FIDADV CNSMR DISCRTNY INS	BGUA	FCNIX	0.00	0.75
	FIDADV CNSMR STPLS INST	CBYA	FDIGX	0.00	0.74
	FIDADV COMM EQUIP INST	ALJA	FDMIX	0.00	N/A
	FIDADV CONV SEC INST	BZSA	FICVX	0.00	0.75
	FIDADV DIVD GR INST	ALNA	FDGIX	0.00	0.59
	FIDADV DIVRS INTL I	FVIA	FDVIX	0.00	0.91
	FIDADV DIVRS STK INST	CKSA	FDTIX	0.00	0.59
	FIDADV EMRG ASIA INST	BGWA	FERIX	0.00	0.97
	FIDADV EMRG MKT Z	ERQA	FZAEX	0.00	0.90
	FIDADV ENRGY I	FIXA	FANIX	0.00	0.76
	FIDADV EQ GR INST	FEXA	EQPGX	0.00	0.72
	FIDADV EQ INC INST	ALOA	EQPIX	0.00	0.65
	FIDADV EURO INST	CPHA	FHJMX	0.00	0.86
	FIDADV FLOT RT HI INC INS	ALUA	FFRIX	0.00	0.72
	FIDADV FREE 2005 INST	ALWA	FFIVX	0.00	0.47
	FIDADV FREE 2010 INST	ALYA	FCIFX	0.00	0.48
	FIDADV FREE 2015 INST	AMLA	FFVIX	0.00	0.53
	FIDADV FREE 2020 INST	ALZA	FDIFX	0.00	0.57
	FIDADV FREE 2025 INST	AMAA	FITWX	0.00	0.61
	FIDADV FREE 2030 INST	AMDA	FEFIX	0.00	0.66
	FIDADV FREE 2035 INST	AMGA	FITHX	0.00	0.70
	FIDADV FREE 2040 INST	AMHA	FIFFX	0.00	0.74
	FIDADV FREE 2045 INST	AMJA	FFFIX	0.00	0.75
	FIDADV FREE 2050 INST	AMKA	FFFPX	0.00	0.75
	FIDADV FREE 2055 INST	BTUA	FHFIX	0.00	0.75
	FIDADV FREE 2060 INST	CVJA	FDKQX	0.00	0.75

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FIDADV FREE 2065 INST	FMXA	FDFSX	0.00	0.75
	FIDADV FREE INC INST	AMNA	FIAFX	0.00	0.47
	FIDADV GLBL CAP APP INST	AMPA	FEUIX	0.00	0.97
	FIDADV GOLD I	FOWA	FGDIX	0.00	0.77
	FIDADV GR INC INST	AMQA	FGIOX	0.00	0.66
	FIDADV GR OPPI INST	AMSA	FAGCX	0.00	0.64
	FIDADV HI INC ADVTG I	BZTA	FAHCX	0.00	0.76
	FIDADV HI INC INST	EZJA	FGTMX	0.00	0.72
	FIDADV HLTH CARE I	FOYA	FHCIX	0.00	0.71
	FIDADV INDSTRLS I	FOZA	FCLIX	0.00	0.75
	FIDADV INTL CAP APP INST	AMWA	FCPIX	0.00	0.98
	FIDADV INTL DISC I	FMYA	FIADX	0.00	0.99
	FIDADV INTL GR INST	CKUA	FIIIX	0.00	1.02
	FIDADV INTL REALEST INST	AMYA	FIRIX	0.00	0.92
	FIDADV INTL SMCAP I	GVQA	FIXIX	0.00	1.02
	FIDADV INVMT GRD BD INST	AMZA	FGBPXX	0.00	0.49
	FIDADV JPN INST	ANCA	FJPIX	0.00	1.09
	FIDADV LEVR CO STK I	FAJA	FLVIX	0.00	0.78
	FIDADV LGCAP INST	ANEA	FALIX	0.00	0.65
	FIDADV MDCAP II I	FIMA	FIIMX	0.00	0.74
	FIDADV MEGCAP STK INST	CQRA	FTRIX	0.00	0.65
	FIDADV MRTG SEC I	FMSA	FMSCX	0.00	0.51
	FIDADV MTRLS I	DRVA	FMFEX	0.00	0.76
	FIDADV NEW INSGHTS I	BGXA	FINSX	0.00	0.45
	FIDADV NEW MKT INC I	EZIA	FGZMX	0.00	0.83
	FIDADV REALEST I	FHEA	FHEIX	0.00	0.86
	FIDADV REALEST INC INST	ERRA	FRIRX	0.00	0.71
	FIDADV SMCAP GR Z	ENMA	FIDGX	0.00	0.90
	FIDADV SMCAP I	ANGA	FSCIX	0.00	1.08
	FIDADV SMCAP VAL I	FMZA	FCVIX	0.00	0.99
	FIDADV ST BD I	DMBA	FBNIX	0.00	0.35
	FIDADV STK SEL SMCAP Z	FGNA	FSSZX	0.00	0.81
	FIDADV STKSEL ALL CAP INS	CBMA	FBRNX	0.00	0.70
	FIDADV STKSEL MDCAP INST	ANFA	FMCCX	0.00	0.74

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FIDADV STRAT DIVD INC A	BVJA	FASDX	0.00	0.97
	FIDADV STRAT DIVD INC INS	BVKA	FSIDX	0.00	0.72
	FIDADV STRAT INC I	FSRA	FSRIX	0.00	0.72
	FIDADV TELCOM I	FPBA	FTUIX	0.00	0.78
	FIDADV TTL BD INST	BVOA	FEPIX	0.00	0.50
	FIDADV UTIL I	FPCA	FUGIX	0.00	0.76
	FIDADV VAL INST	ANIA	FVIFX	0.00	0.88
	FIDADV VAL STRAT INST	ANJA	FASOX	0.00	0.89
	FMI INTL INST	EUHA	FMIYX	0.00	0.81
	FMI LGCAP INST	GJAA	FMIQX	0.00	0.70
	FNKLIN MUT US VAL ADV	ANMA	FBSAX	0.00	0.67
	FNKLN DYNATECH ADV	EUIA	FDYZX	0.00	0.57
	FNKLN GOLD PREC MTLN ADV	CRRA	FGADX	0.00	0.63
	FNKLN GR A	FKGA	FKGRX	0.00	0.80
	FNKLN GR ADV	BHCA	FCGAX	0.00	0.55
	FNKLN GR OPPR ADV	BHDA	FRAAX	0.00	0.65
	FNKLN INC ADV	BHEA	FRIAX	0.00	0.48
	FNKLN INTL GR ADV	FNEA	FNGZX	0.00	0.90
	FNKLN LOW DUR TTL RTN ADV	CXUA	FLDZX	0.00	0.70
	FNKLN REALEST SEC ADV	EPJA	FRLAX	0.00	0.86
	FNKLN RIS DIVD ADV	BHGA	FRDAX	0.00	0.59
	FNKLN SMCAP GR ADV	BHHA	FSSAX	0.00	0.78
	FNKLN SMCAP GR R6	EXMA	FSMLX	0.00	0.65
	FNKLN SMMD CAP GR ADV	ANOA	FSGAX	0.00	0.60
	FNKLN STRAT INC ADV	BHJA	FKSAX	0.00	0.69
	FNKLN TTL RTN ADV	CVNA	FBDAX	0.00	0.74
	FNKLN US GOVT SEC ADV	BHKA	FUSAX	0.00	0.62
	FNKLN UTIL SER ADV	ANPA	FRUAX	0.00	0.57
	FNKLNMSF MUT BECN Z	BKUA	BEGRX	0.00	0.77
	FNKLNMSF MUT GLBL DISC Z	AWDA	MDISX	0.00	0.95
	FNKLNMSF MUT INTL VAL Z	BKVA	MEURX	0.00	1.00
	FNKLNMSF MUT SHRS Z	AWGA	MUTHX	0.00	0.75
	FNKLN TMP CHINA WLD ADV	GJBA	TACWX	0.00	1.52
	FNKLN TMP DEVL MKT TR ADV	BBUA	TDADX	0.00	1.31

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	FNKLNTMP FORGN ADV	BBVA	TFFAX	0.00	0.91
	FNKLNTMP GLBL BD ADV	CAUA	TGBAX	0.00	0.75
	FNKLNTMP GLBL BD R6	DUBA	FBNRX	0.00	0.61
	FNKLNTMP GLBL TTL RTN ADV	CNIA	TTRZX	0.00	0.94
	FNKLNTMP GR ADV	BBXA	TGADX	0.00	0.79
	FNKLNTMP WLD ADV	DLJA	TWDAX	0.00	0.81
	FPA CRSENT INST	BXGA	FPACX	0.00	1.08
	FPA INT VAL	BZVA	PPIVX	0.00	N/A
	FPA NEW INC	CVKA	FPNIX	0.00	0.59
	FROST GR EQ INST	BHLA	FICEX	0.00	0.63
	FROST LOW DUR BD INST	BHNA	FILDX	0.00	0.43
	FROST TTL RTN BD INST	BHOA	FIJEX	0.00	0.47
	FRSTEGLE GLBL INC BLDR R6	GUBA	FEBRX	0.00	0.87
	FRSTEGLE GLBL R6	EDIA	FEGRX	0.00	0.79
	FRSTEGLE GOLD R6	EDJA	FEURX	0.00	0.85
	FRSTEGLE OVRSEAS R6	GOJA	POLIX	0.00	0.96
	FRSTEGLE OVRSEAS R6	GUAA	FEORX	0.00	0.80
	FRSTEGLE US VAL R6	GUCA	FEVRX	0.00	0.83
	GABELLI EQ INC INST	BXHA	GCIEX	0.00	1.17
	GABELLI GOLD INST	CXXA	GLDIX	0.00	1.26
	GABELLI SMCAP GR INST	CXWA	GACIX	0.00	1.14
	GABELLI VAL 25 INST	BXIA	GVCIX	0.00	1.20
	GABELLITTON CONV SEC INST	FNFA	WESIX	0.00	1.37
	GABELLITTONWSTWD MTYMTS I	ECKA	WEIMX	0.00	1.16
	GABELLITTONWSTWDSMCPEQINS	BHPA	WWSIX	0.00	1.39
	GDMN ENHCD INC INST	GQZA	GEIIX	0.00	0.36
	GDMNSCS CAP GR INST	BHRA	GSPIX	0.00	0.78
	GDMNSCS COMDTY STRAT INST	GSBA	GCCIX	0.00	0.73
	GDMNSCS EMMKTEQINSGTS INS	EJGA	GERIX	0.00	1.14
	GDMNSCS EMRG MKT DB INST	CUAA	GSDIX	0.00	0.90
	GDMNSCS EMRG MKT EQ INST	FPIA	GEMIX	0.00	1.10
	GDMNSCS EQ INC INST	BHTA	GSIIX	0.00	0.81
	GDMNSCS GLBLCORFXDINC INS	GCXA	GSGLX	0.00	0.84
	GDMNSCS GOVT INC INST	BHSA	GSOIX	0.00	0.78

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	GDMNSCS GQGPTNRINTLOPPR R	GANA	GSIX	0.00	0.79
	GDMNSCS GR OPPI INST	BHUA	GGOIX	0.00	1.00
	GDMNSCS HI YLD INST	BHVA	GSHIX	0.00	0.78
	GDMNSCS INC BLDR INST	GSXA	GSBIX	0.00	0.63
	GDMNSCS INFL PRTCTSEC INS	GSPA	GSIPX	0.00	0.38
	GDMNSCS INSMCPINSIGHT INS	COOA	GICIX	0.00	0.91
	GDMNSCS INTLEQINSGHT INST	DSNA	GCIIX	0.00	0.85
	GDMNSCS INVMT GRD CR INST	GGDA	GSGDX	0.00	0.46
	GDMNSCS LGCAP VAL INST	BHWA	GSLIX	0.00	0.85
	GDMNSCS LGCAPVALINSGHTS R	EUKA	GCVUX	0.00	0.63
	GDMNSCS LGCPGR INSHT INST	GSTA	GCGIX	0.00	0.59
	GDMNSCS MDCAP VAL INST	GSMA	GSMCX	0.00	0.83
	GDMNSCS REALEST INST	BHXA	GREIX	0.00	1.20
	GDMNSCS RIS DIVD GR INST	CKVA	GSRLX	0.00	0.91
	GDMNSCS SHRT DUR GOVT INS	GUIA	GSTGX	0.00	0.55
	GDMNSCS SMCAP VAL INST	ANQA	GSSIX	0.00	0.99
	GDMNSCS SMCPEQINSGHTS INS	BHYA	GCSIX	0.00	0.92
	GDMNSCS SMCPRINSHTS INST	ERTA	GSIOX	0.00	1.02
	GDMNSCS SMCVALINSHTS INS	GITA	GSITX	0.00	0.89
	GDMNSCS SMMDCAP GR INST	BXJA	GSMYX	0.00	0.90
	GDMNSCS STRAT INC INST	CKXA	GSZIX	0.00	0.76
	GDMNSCS TECH OPPI INST	FMUA	GITIX	0.00	1.04
	GDMNSCS US EQ INSGHT INST	GIVA	GSELX	0.00	0.60
	GDMNSCS US MRTG INST	GSEA	GSUIX	0.00	0.52
	GDMNSCS US MRTG R6	GJCA	GGIUX	0.00	0.51
	GDMNSCSSATELLITESTRATINST	BRDA	GXSIX	0.00	1.35
	GLNMDEQUANUSLGCPCOREQ ADV	DYHA	GTLOX	0.00	0.84
	GLNMDEQUANUSLGCPCREQ INST	EFVA	GTILX	0.00	0.64
	GRNCENT EQ INST	GESA	GCEUX	0.00	0.95
	GUGHM FLOTNG RT STRAT INS	CKZA	GIFIX	0.00	0.89
	GUGHM HI YLD INST	BTAA	SHYIX	0.00	0.95
	GUGHM MGD FTR INST	BTDA	RYIFX	0.00	1.68
	GUGHM MULTHDGSTRAT INST	BTFA	RYIMX	0.00	1.68
	GUGHM SMCAP VAL INST	BTGA	SSUIX	0.00	3.24

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	GUGHM TTL RTN BD INST	DKKA	GIBIX	0.00	0.62
	GUGHM TTL RTN BD R6	GJDA	GIBRX	0.00	0.53
	GUGHM WLD EQ INC INST	BTEA	SEWIX	0.00	1.13
	GUIDSTN DEFN MKT STRAT IN	EWHA	GDMZX	0.00	0.96
	GUIDSTN EMRG MKT EQ INV	EWIA	GEMZX	0.00	1.41
	GUIDSTN EQ INDX INST	GJEA	GEQYX	0.00	0.12
	GUIDSTN EQ INDX INV	EWJA	GEQZX	0.00	0.39
	GUIDSTN GLBL BD - INV	EWKA	GGBFX	0.00	0.87
	GUIDSTN GR EQ INST	GJFA	GGEYX	0.00	0.67
	GUIDSTN INTL EQ INDX INST	GJHA	GIIYX	0.00	0.22
	GUIDSTN MED DUR BD INST	GJIA	GMDYX	0.00	0.40
	GUIDSTN MED DUR BD INV	EWMA	GMDZX	0.00	0.67
	GUIDSTN SMCAP EQ INST	GJOA	GSCYX	0.00	0.94
	GUIDSTN VAL EQ INST	GJPA	GVEYX	0.00	0.65
	GUIDSTN VAL EQ INV	EWNA	GVEZX	0.00	0.92
	HARBOR BD INST	HABA	HABDX	0.00	0.39
	HARBOR CAP APP INST	HACA	HACAX	0.00	0.72
	HARBOR DIVRSINTLALLCP INS	EULA	HAIDX	0.00	0.92
	HARBOR HI YLD BD INST	BIAA	HYFAX	0.00	N/A
	HARBOR INTL GR INST	HAXA	HAIGX	0.00	0.91
	HARBOR INTL INST	HAIA	HAINX	0.00	0.89
	HARBOR LGCAP VAL INST	BICA	HAVLX	0.00	0.72
	HARBOR MDCAP GR INST	HAMA	HAMGX	0.00	0.91
	HARBOR MDCAP VAL INST	BIDA	HAMVX	0.00	0.89
	HARTFORD BAL INC R5	ERUA	HBLTX	0.00	0.65
	HARTFORD CAP APP R6	GJRA	ITHVX	0.00	0.69
	HARTFORD DIVD GR R6	EXUA	HDGVX	0.00	0.63
	HARTFORD EQ INC R6	FMFA	HQIVX	0.00	0.64
	HARTFORD GR OPR R6	EXVA	HGOVX	0.00	0.74
	HARTFORD INTL EQ R6	EXXA	HDOVX	0.00	0.53
	HARTFORD INTL VAL R6	FHDA	HILUX	0.00	0.83
	HARTFORD MDCAP R6	EYMA	HFMVX	0.00	0.74
	HARTFORD MULTASSTINCGR R6	FHFA	ITTVX	0.00	0.63
	HARTFORD QULTY VAL R6	GCJA	HVOVX	0.00	0.55

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	HARTFORD SHRT DUR R5	EXZA	HSDTX	0.00	0.54
	HARTFORD SM CO R6	GCKA	IHSVX	0.00	0.87
	HARTFORD STRAT INC R5	FMMA	HSNTX	0.00	0.65
	HARTFORD TTL RTN BD R6	EYAA	ITBVX	0.00	0.32
	HEARTLAND MDCAP VAL INST	FHGA	HNMDX	0.00	1.04
	HEARTLAND VAL INST	HNTA	HNTVX	0.00	0.98
	HEARTLAND VAL PLS INST	BIFA	HNVIX	0.00	1.01
	HENESY FOCS INST	CUDA	HFCIX	0.00	1.13
	HENESY GAS UTIL INDX INV	CUEA	GASFX	0.00	1.00
	HOODRVER SMCAP GR INST	GOAA	HRSMX	0.00	1.09
	HRDNGLVNER EMRG MKTS ADV	DDIA	HLEMX	0.00	1.19
	HRDNGLVNER INTL EQ INST	DIKA	HLMIX	0.00	0.79
	HRDNGLVNERFRNTEMRMKTS INS	DDJA	HLFMX	0.00	1.60
	HRTFRD COR EQ R6	FYIA	HAITX	0.00	0.36
	HRTFRD SCHDRINTMLCPVL SDR	FYJA	SIDRX	0.00	0.75
	HRZN ACTIV ASST ALLOC INS	DYIA	HASIX	0.00	1.29
	HRZN ACTIV INC INST	DYJA	AIRIX	0.00	1.12
	HRZN ACTIV RSK ASST INST	DYKA	ACRIX	0.00	1.22
	HSSMAN STRAT TTL RTN	DMMA	HSTRX	0.00	0.78
	HW DIVRS VAL INST	BIHA	HWCIX	0.00	1.01
	HW LGCAP VAL INST	BIJA	HWLIX	0.00	0.97
	HW MDCAP VAL I	BIKA	HWMIX	0.00	1.01
	IMPAX ELLEVGLBWMNLDR INST	DGAA	PXWIX	0.00	0.52
	IMPAX GLBLENVIR MKT INST	PGNA	PGINX	0.00	0.91
	IMPAX HI YLD BD INST	GFC A	PXHIX	0.00	0.67
	IMPAX SMCAP INST	DGHA	PXSIX	0.00	0.91
	IMPAX SUSTNBL ALLOC INST	PAIA	PAXIX	0.00	0.65
	IMPAX US SUSTNBLECON INST	BYPA	PWGIX	0.00	0.63
	IMPAXINTLSUSTNBLECON INST	DGDA	PXNIX	0.00	0.47
	INVSCO AM FRNCHS Y	CEDA	VAFIX	0.00	0.70
	INVSCO AM VAL A	VMSA	MSAVX	0.00	N/A
	INVSCO ASIA PCFC GRY	BIMA	ASIYX	0.00	1.21
	INVSCO BAL RSK ALLOC Y	BVRA	ABRYX	0.00	1.17
	INVSCO CAP APP R6	GMYA	OPTIX	0.00	0.63

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	INVSCO CHARTER R5	BXKA	CHTVX	0.00	0.75
	INVSCO CMSTK SEL Y	CGRA	CGRYX	0.00	0.68
	INVSCO COMSTK R5	AOAA	ACSHX	0.00	0.50
	INVSCO CONV SEC Y	BIQA	CNSDX	0.00	0.69
	INVSCO COR PLS BD Y	DYLA	CPBYX	0.00	0.57
	INVSCO CORP BD R5	BOOA	ACCWX	0.00	0.42
	INVSCO DISC MDCAPGR R6	GHKA	OEGIX	0.00	0.67
	INVSCO DISC MDCAPGR Y	OEGA	OEGYX	0.00	0.79
	INVSCO DIVD INC A1	HBHA	IAUTX	0.00	0.93
	INVSCO DIVD INC Y	FZLA	IAUYX	0.00	0.69
	INVSCO DIVRS DIVD R5	BXMA	DDFIX	0.00	0.53
	INVSCO EMRG MKT ALLCAP R5	GTDA	GTDIX	0.00	1.08
	INVSCO ENRGY R5	BRFA	IENIX	0.00	0.98
	INVSCO EQ INC R5	AOCA	ACEKX	0.00	0.49
	INVSCO EQ INC Y	VATA	ACETX	0.00	0.54
	INVSCO EQ WGT S P 500 Y	BVSA	VADDX	0.00	0.28
	INVSCO EURO GR Y	ANTA	AEDYX	0.00	1.12
	INVSCO FDMNTLALTRNTV Y	BLIA	QOPYX	0.00	1.12
	INVSCO FLOTNG RT ESG R5	CLJA	AFRIX	0.00	0.80
	INVSCO GLBL A	PGZA	OPPAX	0.00	1.04
	INVSCO GLBL ALLOC Y	AYKA	QGRYX	0.00	1.13
	INVSCO GLBL COR EQ R5	AWSA	AWSIX	0.00	0.96
	INVSCO GLBL OPPTY Y	OGIA	OGIYX	0.00	0.87
	INVSCO GLBL REALEST R5	BXPA	IGREX	0.00	0.91
	INVSCO GLBL Y	OGLA	OGLYX	0.00	0.81
	INVSCO GLBLSTRAT INC Y	OSYA	OSIYX	0.00	0.88
	INVSCO GOLDSPECMNRLS Y	AYLA	OGMYX	0.00	0.81
	INVSCO GR INC R5	AOEA	ACGQX	0.00	0.48
	INVSCO GR INC Y	VMXA	ACGMX	0.00	0.53
	INVSCO HI YLD R5	AHIA	AHIYX	0.00	0.72
	INVSCO HLTH CARE Y	ANVA	GGHYX	0.00	0.79
	INVSCO INC ALLOC R5	ILAA	ILAAX	0.00	0.58
	INVSCO INC R5	AGOA	AGOIX	0.00	0.54
	INVSCO INTL BD Y	OIBA	OIBYX	0.00	0.86

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	INVSCO INTL COR EQ R5	IBVA	IBVIX	0.00	N/A
	INVSCO INTL DIVRS Y	BVZA	OIDYX	0.00	0.96
	INVSCO INTL GR R5	BXSA	AIEVX	0.00	1.02
	INVSCO MN ST MDCAP Y	POPA	OPMYX	0.00	0.82
	INVSCO MN ST SEL Y	BLHA	OMSYX	0.00	0.82
	INVSCO MN ST SMCAP Y	DNTA	OSCYX	0.00	0.86
	INVSCO MN ST Y	MGYA	MIGYX	0.00	0.57
	INVSCO MULTI-ASST INC Y	FZKA	PIYFX	0.00	0.66
	INVSCO NASDAQ 100 INDX R6	GJSA	IVNQX	0.00	1.71
	INVSCO OPP INTL GR Y	OIGA	OIGYX	0.00	0.83
	INVSCO QULTY INC Y	FZVA	VUSIX	0.00	0.61
	INVSCO REALEST A	AREA	IARAX	0.00	1.23
	INVSCO REALEST R6	EDKA	IARFX	0.00	0.78
	INVSCO RIS DIVD Y	BWBA	OYRDX	0.00	0.71
	INVSCO SEL RSK HI GR INV	OYAA	OYAIX	0.00	0.65
	INVSCO SHRTDURINFLPRTCT R	SHTA	ALMIX	0.00	0.34
	INVSCO SMCAP EQ R5	SMEA	SMEIX	0.00	0.87
	INVSCO SMCAP EQ R6	GJTA	SMEFX	0.00	0.80
	INVSCO SMCAP VAL A	VSAA	VSCAX	0.00	1.12
	INVSCO SMCAP VAL Y	HBDA	VSMIX	0.00	0.87
	INVSCO SNR FLOTNG RT Y	CIRA	OOSYX	0.00	0.80
	INVSCO ST BD R5	ISTA	ISTBX	0.00	0.41
	INVSCO STLPTHMLP INC Y	CLUA	MLPZX	0.00	4.66
	INVSCO STLPTHMLPALPH Y	CNSA	MLPOX	0.00	2.22
	INVSCO STLPTHMLPSL40 Y	CLYA	MLPTX	0.00	2.91
	INVSCO TECH INV	VSTA	FTCHX	0.00	0.91
	INVSCO VAL OPP A	HBBA	VVOAX	0.00	1.22
	INVSCOR COR BD Y	CVZA	OPBYX	0.00	0.55
	INVSCOSTLPMLPALPHPLS Y	CWBA	MLPNX	0.00	2.39
	IVY APOLLO STRAT INC I	DYOA	IIPOX	0.00	N/A
	IVY APOLLOMULASSTINC I	DYMA	IMAIX	0.00	1.05
	IVY ASST STRAT N	DYQA	IASTX	0.00	0.72
	IVY BAL N	DYRA	IBARX	0.00	0.70
	IVY COR EQ I	AOJA	ICIEX	0.00	0.79

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	IVY CRSOVR CR I	DYSA	ICKIX	0.00	1.27
	IVY EMRG MKT EQ I	APDA	IPOIX	0.00	1.08
	IVY GLBL BD I	AOOA	IVSIX	0.00	0.86
	IVY GLBL GR N	DZAA	ITGRX	0.00	0.91
	IVY HI INC N	DZCA	IHIFX	0.00	0.60
	IVY INTL COR EQ N	DZFA	IINCX	0.00	0.88
	IVY LGCAP GR N	DZGA	ILGRX	0.00	0.64
	IVY LTD TRM BD N	DZLA	ILMDX	0.00	N/A
	IVY MCKZIE INTL SMCAP I	DZDA	IVJIX	0.00	N/A
	IVY MDCAP GR N	DZOA	IGRFX	0.00	0.80
	IVY MDCAP INC OPFR I	DZPA	IVOIX	0.00	1.07
	IVY MGD INTL OPFR I	AOYA	IVTIX	0.00	1.04
	IVY NATRL RSRC N	DZRA	INRSX	0.00	1.05
	IVY PCT EMMKLCLCRNDBT I	DZSA	IECIX	0.00	1.73
	IVY PS MSCI ACWI INDX I	DZXA	IMWIX	0.00	N/A
	IVY PZENA INTL VAL N	DYUA	ICNGX	0.00	0.92
	IVY SCNC TECH N	EACA	ISTNX	0.00	0.81
	IVY SMCAP COR N	EDZA	ISPVX	0.00	0.94
	IVY SMCAP GR N	EADA	IRGFX	0.00	0.87
	IVY VAL N	EAEA	IVALX	0.00	0.72
	IVYPS INTRTHGHIYDIND I	DZWA	IIIRX	0.00	N/A
	IVYPS S&P500 BD INDX I	DZZA	IPRIX	0.00	N/A
	JAMES BAL GLDN RNBW INST	DKMA	GLRIX	0.00	0.96
	JENSN QULTY GR J	JNEA	JENSX	0.00	0.81
	JNHNCK BAL I	BIXA	SVBIX	0.00	0.74
	JNHNCK BD I	DPJA	JHBIX	0.00	0.46
	JNHNCK CLSC VAL R2	CDGA	JCVSX	0.00	1.29
	JNHNCK DSCPID VAL I	DPLA	JVLIX	0.00	0.76
	JNHNCK DSCPID VAL INTL I	DPNA	JDVIX	0.00	0.89
	JNHNCK DSCPLD VAL MDCAP R	FHKA	JVMRX	0.00	0.75
	JNHNCK FDMNTLLGCAP COR I	BIZA	JLVIX	0.00	0.77
	JNHNCK FLOTNG RT INC INST	CLKA	JFIIX	0.00	0.86
	JNHNCK HI YLD I	DOAA	JYHIX	0.00	0.66
	JNHNCK INC I	BJCA	JSTIX	0.00	0.51

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	JNHNCK US GLBL LDRS GR I	BJDA	USLIX	0.00	0.89
	JNHNCK US QULTY GR I	DHUA	JSGIX	0.00	0.71
	JNSHNDRSN ABSRTNINCOPPR N	DDQA	JUCNX	0.00	1.30
	JNSHNDRSN BAL N	DDLA	JABNX	0.00	0.57
	JNSHNDRSN CONTRA I	CUFA	JCONX	0.00	0.83
	JNSHNDRSN CONTRA N	ENOA	JCNNX	0.00	0.73
	JNSHNDRSN DEVL WLD BD N	GJVA	HFARX	0.00	0.55
	JNSHNDRSN ENTRP I	APKA	JMGRX	0.00	0.76
	JNSHNDRSN ENTRP N	DDMA	JDMNX	0.00	0.66
	JNSHNDRSN FLEX BD N	DDNA	JDFNX	0.00	0.43
	JNSHNDRSN FRTY N	DDOA	JFRNX	0.00	0.57
	JNSHNDRSN FRTY T	DVOA	JACTX	0.00	0.81
	JNSHNDRSN GLBL LF SCNC I	CUGA	JFNIX	0.00	0.76
	JNSHNDRSN GLBL LF SCNC N	ENPA	JFNNX	0.00	0.67
	JNSHNDRSN GLBL REALEST N	GDOA	JERNX	0.00	0.93
	JNSHNDRSN GLBL RSRCH I	YJWA	JWWFX	0.00	0.68
	JNSHNDRSN GLBL RSRCH N	ENQA	JDWNX	0.00	0.62
	JNSHNDRSN GLBLTECH INNOV	DSQA	JATNX	0.00	0.67
	JNSHNDRSN GR INC I	APZA	JGINX	0.00	0.70
	JNSHNDRSN GR INC N	ENRA	JDNNX	0.00	0.63
	JNSHNDRSN HI YLD N	DILA	JHYNX	0.00	0.63
	JNSHNDRSN MDCAP VAL I	YJMA	JMVAX	0.00	0.60
	JNSHNDRSN MDCAP VAL S	YJVA	JMVIX	0.00	1.01
	JNSHNDRSN MULT SCTR INC N	EXOA	JMTNX	0.00	0.59
	JNSHNDRSN OVRSEAS N	DDRA	JDINX	0.00	0.81
	JNSHNDRSN RSRCH N	DDTA	JRANX	0.00	0.52
	JNSHNDRSN SMCAP VAL N	DGJA	JDSNX	0.00	0.60
	JNSHNDRSN TRITON N	DDUA	JGMNX	0.00	0.66
	JNSHNDRSN US MGD VLTLTY I	CXQA	JRSIX	0.00	0.72
	JNSHNDRSN US MGD VLTLTY N	DVPA	JRSNX	0.00	0.55
	JNSHNDRSN VNTR N	DDVA	JVTNX	0.00	0.67
	JOHCM EMRG MKT OPPR I	DQVA	JOEIX	0.00	1.11
	JOHCM INTL SEL I	DQWA	JOHIX	0.00	0.98
	JPM COR BD R6	AQFA	JCBUX	0.00	0.35

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	JPM COR PLS BD I	FZXA	HLIPX	0.00	0.64
	JPM COR PLS BD R5	DSRA	JCPYX	0.00	0.49
	JPM COR PLS BD R6	AQHA	JCPUX	0.00	0.39
	JPM EMRG MKT EQ R6	EAHA	JEMWX	0.00	0.81
	JPM EQ INC R5	EAIA	OIERX	0.00	0.55
	JPM GOVT BD R6	EAJA	OGGYX	0.00	0.39
	JPM GR ADVTG R6	EAKA	JGVVX	0.00	0.64
	JPM HI YLD R6	AQMA	JHYUX	0.00	0.60
	JPM INTL EQ R6	EAMA	JNEMX	0.00	0.61
	JPM INTL VAL R5	DSZA	JPVRX	0.00	0.83
	JPM INTREPID GR R5	AQTA	JGIRX	0.00	0.50
	JPM INTREPID MDCAP R6	EANA	WOOSX	0.00	0.70
	JPM INTREPID VAL R5	AQWA	JIVRX	0.00	0.57
	JPM LGCAP GR R6	BUJA	JLGMX	0.00	0.51
	JPM LGCAP VAL R5	CEEA	JLVRX	0.00	0.61
	JPM LTD DUR BD R6	AQYA	JUSUX	0.00	0.31
	JPM MDCAP GR R5	EAPA	JMGFX	0.00	0.85
	JPM MDCAP VAL R6	EAQA	JMVYX	0.00	0.73
	JPM MRTG BCKD SEC R6	CFSA	JMBUX	0.00	0.37
	JPM SHRT DUR BD R6	ASWA	JSDUX	0.00	0.31
	JPM SMARTRET 2020 R6	EAUA	JTTYX	0.00	0.39
	JPM SMARTRET 2025 R6	EAVA	JNSYX	0.00	0.39
	JPM SMARTRET 2030 R6	EAWA	JSMYX	0.00	0.40
	JPM SMARTRET 2035 R6	EAXA	SRJYX	0.00	0.42
	JPM SMARTRET 2040 R6	EAYA	SMTYX	0.00	0.43
	JPM SMARTRET 2045 R6	EAZA	JSAYX	0.00	0.44
	JPM SMARTRET 2050 R6	EBAA	JTSYX	0.00	0.44
	JPM SMARTRET 2055 R6	EBBA	JFFYX	0.00	0.45
	JPM SMARTRET 2060 R6	EBDA	JAKYX	0.00	0.50
	JPM SMARTRET INC R6	EDYA	JSIYX	0.00	0.38
	JPM SMCAP EQ R5	CRTA	JSERX	0.00	0.84
	JPM SMCAP VAL R6	ATYA	JSVUX	0.00	0.76
	JPM STRAT INC OPR R5	AUNA	JSORX	0.00	0.69
	JPM TTL RTN R5	CRUA	JMTRX	0.00	0.60

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	JPM UM BEHVAL FD R6	EGBA	UBVFX	0.00	0.85
	JPM US EQ R5	AUOA	JUSRX	0.00	0.57
	JPM US LGCAP COR PLS R5	AUPA	JCPRX	0.00	1.60
	JPM US SM CO R6	EGDA	JUSMX	0.00	0.72
	JPM VAL ADVTG R6	EBHA	JVAYX	0.00	0.64
	JPMORGAN USRSRCHENHCDEQ R	CXYA	JDEUX	0.00	0.34
	KNGHTSCBUS COR BD I	FBQA	KCCIX	0.00	0.66
	KNGHTSCBUS INTL EQ I	FBRA	KCIIX	0.00	1.16
	KNGHTSCBUS LGCAP GR I	FBSA	KCGIX	0.00	0.90
	KNGHTSCBUS LGCAP VAL I	FBTA	KCVIX	0.00	0.90
	KNGHTSCBUS LTD DUR I	FBUA	KCLIX	0.00	0.66
	KNGHTSCBUS SMCAP I	FBVA	KCSIX	0.00	1.05
	LAZARD GLBL LISTDINFR INS	COQA	GLIFX	0.00	0.97
	LAZARD INTL EQ INST	CORA	LZIEX	0.00	0.83
	LAZARD INTL EQ SEL INST	BJEA	LZSIX	0.00	0.96
	LAZARD INTL SMCAP EQ INST	BJFA	LZISX	0.00	1.72
	LAZARD INTL STRAT EQ INST	BJGA	LISIX	0.00	0.81
	LAZARD US SMMDCAP EQ INST	BJIA	LZSCX	0.00	1.05
	LAZARD US STRAT EQ INST	BJJA	LZUSX	0.00	0.81
	LEGGM BW GLBL OPBR BD INS	CAAA	GOBIX	0.00	0.67
	LEGGM CLRBRDG AGGR GR I	CABA	SAGYX	0.00	0.81
	LEGGM CLRBRDG APP I	SAPA	SAPYX	0.00	0.64
	LEGGM CLRBRDG DIVD STRAT	BJMA	SOPYX	0.00	0.74
	LEGGM CLRBRDG INTL GR I	LMXA	LMGNX	0.00	0.79
	LEGGM CLRBRDG INTL GR IS	GCMA	LMGPX	0.00	0.70
	LEGGM CLRBRDG INTL VAL I	COCA	SBIYX	0.00	0.97
	LEGGM CLRBRDG INTLSMCAP I	COBA	LCOIX	0.00	N/A
	LEGGM CLRBRDG LGCAP GR I	BJOA	SBLYX	0.00	0.73
	LEGGM CLRBRDG MDCAP COR I	BJPA	LSIRX	0.00	0.77
	LEGGM CLRBRDG MDCAP COR I	SBYA	SMBYX	0.00	0.87
	LEGGM CLRBRDG MDCAP GR I	CKLA	LBGIX	0.00	1.02
	LEGGM CLRBRDG SEL I	GCNA	LBFIX	0.00	1.12
	LEGGM CLRBRDG SMCAP GR I	LSPA	SBPYX	0.00	0.90
	LEGGM CLRBRDG SMCAP VAL I	LSMA	SMCYX	0.00	1.07

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	LEGGM CLRBRDG VAL TR I	LMNA	LMNVX	0.00	0.80
	LEGGM CLRBRDGINVLGCAPVAL	AIFA	SAIFX	0.00	0.62
	LEGGM CLRBRDGSPCINVM T R	LMSA	LMNSX	0.00	0.85
	LEGGM QS INTL EQ INST	LGEA	LGIEX	0.00	0.99
	LEGGM WSTRAS COR BD I	WTXA	WATFX	0.00	0.54
	LEGGM WSTRAS CORPLSBD I	WAPA	WACPX	0.00	0.53
	LEGGM WSTRAS CORPLSBD IS	GAPA	WAPSX	0.00	0.42
	LEGGM WSTRAS GLBLHIYLDDBD	BJRA	SHYOX	0.00	N/A
	LEGGM WSTRAS HI YLD I	WAYA	WAHYX	0.00	0.81
	LEGGM WSTRAS INC I	BJTA	SDSYX	0.00	0.65
	LEGGM WSTRAS INFINDPLSBD	WIXA	WAIIX	0.00	0.56
	LEGGM WSTRAS MRTGTTLRTN I	LSGA	SGSYX	0.00	0.65
	LEGGM WSTRAS SHTDURHIINC	CNKA	SHIYX	0.00	0.73
	LEGGM WSTRAS ST BD IS	CBEA	LWSTX	0.00	0.42
	LEGGMWSTRAS EMRGMKTDB INS	CBAA	SEMDX	0.00	N/A
	LEGGMWSTRAS TLRTUNCNST INS	CEAA	WAARX	0.00	0.74
	LOOMIS BD INST	LSBA	LSBDX	0.00	0.69
	LOOMIS BD N	FHNA	LSBNX	0.00	0.61
	LOOMIS COR PLS BD Y	CVUA	NERYX	0.00	0.49
	LOOMIS GLBL ALLOC Y	DBHA	LSWWX	0.00	0.89
	LOOMIS GLBL BD INST	LBGA	LSGBX	0.00	0.75
	LOOMIS INFL PRTCT SEC I	GVPA	LSGSX	0.00	0.49
	LOOMIS LTDTRM GOVT AGENCY	CGJA	NELYX	0.00	0.48
	LOOMIS SMCAP VAL ADMN	LSAA	LSVAX	0.00	1.43
	LOOMIS SMCAP VAL N	FHOA	LSCNX	0.00	0.84
	LRDABT AFLTD R5	DDWA	LAFTX	0.00	0.47
	LRDABT ALPHA STRAT R5	DDXA	ALFTX	0.00	1.22
	LRDABT BD DBNTR R5	DDYA	LBNTX	0.00	0.58
	LRDABT CONV R5	DECA	LCFTX	0.00	0.87
	LRDABT COR FXD INC I	BJZA	LCRYX	0.00	0.37
	LRDABT COR FXD INC R5	DEDA	LCRTX	0.00	0.37
	LRDABT DEVL GR R6	FTXA	LADVX	0.00	0.59
	LRDABT DIVD GR R5	DDZA	LAMTX	0.00	0.67
	LRDABT DIVD GR R6	GJWA	LAMHX	0.00	0.60

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	LRDABT EMRG MKT BD R5	DEJA	LDMTX	0.00	0.75
	LRDABT EMRG MKT CORP DB R	DEIA	LCDTX	0.00	1.24
	LRDABT FDMNTL EQ R5	DEOA	LAVTX	0.00	0.71
	LRDABT FLOTNG RT R5	DENA	LRRTX	0.00	0.60
	LRDABT GR LDRS R5	DEPA	LGLUX	0.00	0.66
	LRDABT GR OPFR R5	DEQA	LGOTX	0.00	0.84
	LRDABT HI YLD R5	DERA	LHYTX	0.00	0.70
	LRDABT INC R5	DESA	LAUTX	0.00	0.55
	LRDABT INFL FOC5 R5	DEUA	LIFTX	0.00	0.47
	LRDABT INTL OPFR R5	DEVA	LINTX	0.00	1.01
	LRDABT MDCAP STK R5	DEWA	LMCTX	0.00	0.76
	LRDABT MULT ASST INC R5	DFBA	LIXTX	0.00	0.86
	LRDABT MULTASST BALOPFR R	DEXA	BLATX	0.00	0.93
	LRDABT SHRT DUR INC R5	DFDA	LDLTX	0.00	0.38
	LRDABT SMCAP VAL R5	DFHA	LRSTX	0.00	0.98
	LRDABT TTL RTN R5	DFJA	LTRTX	0.00	0.45
	LRDABT VAL OPFR R5	DFKA	LVOTX	0.00	0.91
	LSV SMCAP VAL INST	EBJA	LSVQX	0.00	0.83
	LSV VAL EQ INST	EBKA	LSVEX	0.00	0.66
	LUTHLD COR INVMT RTL	CJMA	LCORX	0.00	1.38
	M&P GR INV	GAWA	MPGFX	0.00	0.61
	MASSMUT SEL BLUE CHIP GR	EJSA	MBCZX	0.00	0.64
	MEEDER MRFLD INSTL	DQEA	FLMIX	0.00	1.03
	MEEDER MRFLD	FLMA	FLMFX	0.00	1.28
	MEEDER QNTX INSTL	DQFA	QNTIX	0.00	1.45
	MEEDER QNTX	FLGA	FLCGX	0.00	1.65
	METWEST ALPHA TRAK 500	MWAA	MWATX	0.00	0.72
	METWEST HI YLD BD I	MWHA	MWHIX	0.00	0.61
	METWEST INTMD BD I	MWIA	MWIIX	0.00	0.47
	METWEST LOW DUR BD I	MWLA	MWLIX	0.00	0.41
	METWEST TTL RTN BD I	MWTA	MWTIX	0.00	0.44
	METWEST TTL RTN BD M	DQIA	MWTRX	0.00	0.65
	METWEST ULTRA SHRT BD I	MWUA	MWUIX	0.00	0.49
	MFS AGGR GR ALLOC R4	FPOA	MAALX	0.00	0.76

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	MFS BLND RSRCH COR EQ R4	MUEA	MUEUX	0.00	0.56
	MFS CNSRV ALLOC R4	FPPA	MACJX	0.00	0.58
	MFS COR EQ R4	AUYA	MRGJX	0.00	0.67
	MFS CORP BD R6	FHQA	MFBKX	0.00	0.42
	MFS DIVRS INC R4	AUZA	DIFGX	0.00	0.69
	MFS EMRG MKT DB R4	BVWA	MEDGX	0.00	0.81
	MFS GLBL EQ R6	FHRA	MWEMX	0.00	0.82
	MFS GLBL GR R4	AVCA	MWOJX	0.00	1.08
	MFS GLBL HI YLD R4	MHOA	MHOUX	0.00	0.92
	MFS GLBL OPFR BD R6	GUJA	MGBOX	0.00	0.61
	MFS GLBL TTL RTN R4	AVHA	MFWJX	0.00	0.93
	MFS GR ALLOC R4	FPQA	MAGJX	0.00	0.70
	MFS GR R4	AVIA	MFEJX	0.00	0.60
	MFS INC R6	FYMA	MFIWX	0.00	0.60
	MFS INTL DIVRS R6	FHSA	MDIZX	0.00	0.73
	MFS INTL GR R6	EXPA	MGRDX	0.00	0.71
	MFS INTL INTRINSIC VAL R6	FHTA	MINJX	0.00	0.62
	MFS LFTM 2065 R6	GXAA	LFTNX	0.00	13.00
	MFS MASS INV GR STK R6	EBLA	MIGNX	0.00	0.37
	MFS MASS INV TR R4	MTDA	MITDX	0.00	0.45
	MFS MDCAP GR R6	DTJA	OTCKX	0.00	0.67
	MFS MDCAP VAL R6	DJJA	MVCKX	0.00	0.63
	MFS MOD ALLOC R4	FPSA	MAMJX	0.00	0.65
	MFS NEW DISC R6	FHVA	MNDKX	0.00	0.89
	MFS RSRCH INTL R6	FHWA	MRSKX	0.00	0.65
	MFS RSRCH R4	MFRA	MFRJX	0.00	0.54
	MFS TTL RTN BD R6	EYXA	MRBKX	0.00	0.42
	MFS TTL RTN R4	MSFA	MSFJX	0.00	0.47
	MFS UTIL R4	MMUA	MMUJX	0.00	0.76
	MFS VAL R6	DJKA	MEIKX	0.00	0.44
	MILLER OPFR TR INST	LNOA	LMNOX	0.00	1.27
	MNNPR DSCPLD VAL SER I	CDSA	MNDFX	0.00	0.52
	MNNPR OVRSEAS SER I	CDTA	EXOSX	0.00	0.75
	MNNPR RNIER INTL DISC Z	EUNA	RAIRX	0.00	1.02

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	MNNPR UNCONSTRND BD SER I	DKPA	MNCPX	0.00	0.48
	MNNPR UNCONSTRND BD SER S	CDRA	EXCPX	0.00	0.73
	MNSTY CNDRIAM EMRGMKTDB I	BKJA	MGHIX	0.00	1.12
	MNSTY EPCH INTL CHOICE I	BKLA	ICEUX	0.00	0.98
	MNSTY EPOCH GLBL EQ YLD I	BKIA	EPSYX	0.00	0.91
	MNSTY EPOCH US EQ YLD I	DVQA	EPLCX	0.00	0.80
	MNSTY INC BLDR I	DTHA	MTOIX	0.00	0.77
	MNSTY MCKAY HIYLDCORPBD I	DTFA	MHYIX	0.00	0.70
	MNSTY MCKAY HIYLDCORPBD R6	GVOA	MHYSX	0.00	0.57
	MNSTY MCKAY TTL RTN BD I	CUKA	MTMIX	0.00	0.56
	MNSTY MCKAY UNCNSTRNDBD I	CULA	MSDIX	0.00	0.78
	MNSTY MKTFLD I	CGSA	MFLDX	0.00	2.25
	MNSTY WNSLOW LGCAP GR I	BKNA	MLAIX	0.00	0.71
	MNSTY WNSLOW LGCAP GR R2	MLTA	MLRTX	0.00	1.06
	MRLY STBL VAL 25 I	GMTA	N/A	0.00	0.25
	MS INSIGHT I	FHXA	CPODX	0.00	0.90
	MSIF ADTVG I	GEXA	MPAIX	0.00	0.97
	MSIF ASIA OPFR I	GEYA	MSAQX	0.00	1.17
	MSIF DEVL OPFR I	GEWA	MDOEX	0.00	1.45
	MSIF DISC I	MCGA	MPEGX	0.00	0.77
	MSIF EMRG MKT EQ I	CITA	MGEMX	0.00	1.07
	MSIF GLBL FXD INC OPFR I	CIZA	DINDX	0.00	0.56
	MSIF GLBL OPFR I	DCOA	MGGIX	0.00	0.95
	MSIF INCPTN I	CIUA	MSSGX	0.00	1.41
	MSIF INST GLBL STRAT I	CIWA	MPBAX	0.00	0.84
	MSIF INST GR I	CIXA	MSEQX	0.00	0.64
	MSIF INST INTL EQ I	CIYA	MSIQX	0.00	1.03
	MSIF INTL ADVTG I	GCOA	MFAIX	0.00	1.01
	MSIF INTL OPFR I	GFAA	MIOIX	0.00	1.11
	NATIXIS GATEWAY A	GATA	GATEX	0.00	0.96
	NATIXIS GATEWAY Y	BHQA	GTEYX	0.00	0.71
	NATIXIS LOOMIS STRAT INC	BJUA	NEZYX	0.00	0.73
	NATIXIS LOOMISINVTGRDBD	LSIA	LSIIX	0.00	0.55
	NCHLS LTD EDTN N	NNLA	NNLEX	0.00	0.89

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	NEUBER ABSRTN MULTMGR INS	CIMA	NABIX	0.00	2.98
	NEUBER COR BD INST	AWJA	NCRLX	0.00	0.43
	NEUBER EMRG MKT EQ INST	AWKA	NEMIX	0.00	1.23
	NEUBER EQ INC INST	AWLA	NBHIX	0.00	0.71
	NEUBER GENESIS INST	NBBA	NBGIX	0.00	0.84
	NEUBER GENESIS R6	FIYA	NRGSX	0.00	0.74
	NEUBER HI INC A	NHIA	NHIAX	0.00	1.13
	NEUBER HI INC BD INST	AWOA	NHILX	0.00	0.71
	NEUBER INTL EQ INST	CZSA	NBIX	0.00	1.00
	NEUBER INTL EQ R6	DTPA	NRIQX	0.00	0.90
	NEUBER INTL SEL INST	AWQA	NILIX	0.00	1.00
	NEUBER INTRINSIC VAL INST	BRVA	NINLX	0.00	1.01
	NEUBER LGCAP GR INST	AWNA	NGDLX	0.00	0.68
	NEUBER LGCP VAL INST	AWUA	NBPIX	0.00	0.61
	NEUBER LNG SHRT INST	CIPA	NLSIX	0.00	1.69
	NEUBER MDCAP GR A	NXGA	NMGAX	0.00	1.06
	NEUBER MDCAP GR INST	AWTA	NBMLX	0.00	0.70
	NEUBER MDCAPINTRINVAL INS	AWWA	NBRTX	0.00	1.28
	NEUBER MULTCAP OPPI INST	BRYA	NMULX	0.00	0.82
	NEUBER REALEST INST	BRZA	NBRIX	0.00	1.01
	NEUBER SHRT DUR BD INST	AWZA	NSHLX	0.00	0.60
	NEUBER SMCAP GR A	NXCA	NSNAX	0.00	1.53
	NEUBER SMCAP GR INST	FDMA	NBSMX	0.00	1.13
	NEUBER STRAT INC INST	AXNA	NSTLX	0.00	0.61
	NEUBER STRAT INC R6	DTQA	NRSIX	0.00	0.51
	NEUBER SUSTNBL EQ INST	AXDA	NBSLX	0.00	0.68
	NRTHSQR MULT STRAT I	AZKA	PORYX	0.00	1.36
	NRTHSQR OAKRIDGE SMCAPGR	AZLA	ORIYX	0.00	0.97
	NRTHSTR DIVD I	DQLA	NSDVX	0.00	1.46
	NUVN DIVD VAL I	AXOA	FAQIX	0.00	0.75
	NUVN GLBL INFR R6	EBOA	FGIWX	0.00	1.02
	NUVN HI YLD INC I	CFCA	NCOIX	0.00	0.80
	NUVN INTL GR I	CSAA	NBQIX	0.00	N/A
	NUVN MDCAP GR OPPI I	BKXA	FISGX	0.00	0.98

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	NUVN MDCAP VAL I	AXUA	FSEIX	0.00	0.96
	NUVN NWQ FLEX INC R6	EGPA	NQWFX	0.00	0.71
	NUVN NWQ SMCAP VAL I	CSBA	NSCRX	0.00	1.08
	NUVN PRFRD SEC INC I	FJCA	NPSRX	0.00	0.74
	NUVN REALASST INC R6	EGQA	NRIFX	0.00	0.82
	NUVN REALEST SEC A	FEEA	FREAX	0.00	1.30
	NUVN REALEST SEC R6	EGRA	FREGX	0.00	0.93
	NUVN SB DIVD GR R6	GPOA	NSBFX	0.00	0.61
	NUVN SMCAP SEL I	BKYA	ARSTX	0.00	1.15
	NUVN SMCAP VAL I	EBPA	FSCCX	0.00	1.00
	NUVN STRAT INC I	AXYA	FCBYX	0.00	0.68
	NW AMUNDI GLBL HI YLD R6	DFUA	NWXKX	0.00	0.89
	NW AMUNDI STRAT INC R6	DFZA	NWXGX	0.00	0.73
	NW BAILARD COGN VAL R6	CGUA	NWHGX	0.00	0.97
	NW BAILARD INT EQ R6	CGXA	NWHMX	0.00	0.91
	NW BAILARDTCHSCNC R6	CHAA	NWHTX	0.00	0.91
	NW BD INDX R6	NBXA	GBXIX	0.00	0.30
	NW BD INST SVC	NBZA	MUIBX	0.00	0.60
	NW BD R6	DTLA	NWIBX	0.00	0.52
	NW BNYMEL CORPLSBD ESG R6	CEXA	NWCIX	0.00	0.50
	NW BNYMEL DYNMCUSEQINC R6	FYRA	NWANX	0.00	0.71
	NW DEST 2025 R6	NWOA	NWHIX	0.00	0.42
	NW DEST 2030 R6	NWPA	NWIIIX	0.00	0.41
	NW DEST 2035 R6	NWQA	NWLIX	0.00	0.40
	NW DEST 2040 R6	NWRA	NWMHX	0.00	0.39
	NW DEST 2045 R6	NWSA	NWNIX	0.00	0.39
	NW DEST 2050 R6	NWTA	NWOIX	0.00	0.38
	NW DEST 2055 R6	VBXA	NTDIX	0.00	0.38
	NW DEST 2060 R6	CVYA	NWWUX	0.00	0.38
	NW DEST 2065 R6	FYPA	NWASX	0.00	0.38
	NW DEST RTRMT R6	NWMA	NWEIX	0.00	0.42
	NW DMNDHLL LGCAP CNCTRD R	CHNA	NWGJX	0.00	N/A
	NW EMRG MKT DB R6	DKRA	NWXCX	0.00	N/A
	NW FD INST SVC	NFZA	MUIFX	0.00	0.68

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	NW GENEVA MDCAP GR R6	CHDA	NWKAX	0.00	0.78
	NW GENEVA MDCAPGR INST SV	CBZA	NWHYX	0.00	0.90
	NW GENEVA SMCAP GR R6	CHFA	NWKCX	0.00	0.84
	NW GENEVA SMCAPGR INST SV	CCAA	NWKDX	0.00	0.95
	NW GLBL SUSTNBL EQ R6	CCBA	GGEIX	0.00	1.14
	NW GOV MNY MKT R6	GMZA	GMIXX	0.00	0.44
	NW GQG US QULTY EQ R6	GNBA	NWAVX	0.00	0.76
	NW INFL PRTCT SEC INST SV	EHRA	NWXNX	0.00	0.51
	NW INFL PRTCT SEC R6	EGHA	NIFIX	0.00	0.36
	NW INTL INDX R6	NIXA	GIXIX	0.00	0.33
	NW INTL SMCAP R6	DTOA	NWXUX	0.00	1.03
	NW INV DEST AGGR R6	GIAA	GAIDX	0.00	0.50
	NW INV DEST CNSRV R6	GICA	GIMCX	0.00	0.50
	NW INV DEST MOD AGGR R6	GIMA	GMIAX	0.00	0.50
	NW INV DEST MOD CNSRV R6	GIDA	GMIMX	0.00	0.51
	NW INV DEST MOD R6	GMFA	GMDIX	0.00	0.50
	NW JNSHNDRSN OVRSEAS R6	FICA	NWAHX	0.00	0.83
	NW LOOMIS ALLCAP GR R6	EBNA	NWZMX	0.00	0.88
	NW LOOMIS COR BD R6	CHKA	NWJIX	0.00	0.48
	NW LOOMIS ST BD R6	CHUA	NWJUX	0.00	0.50
	NW MDCAP MKT INDX R6	NCXA	GMXIX	0.00	0.28
	NW MEL DYNMC US COR R6	NGZA	MUIGX	0.00	0.53
	NW NYSE ARCTCH100INDX R6	CIJA	NWJEX	0.00	0.31
	NW S P 500 INDX R6	NSXA	GRMIX	0.00	0.20
	NW SMCAP INDX R6	NSMA	GMRIX	0.00	0.35
	NW US SMCAP VAL R6	NUIA	NWUIX	0.00	N/A
	NW WCM FOCS SMCAP R6	CHXA	NWKEX	0.00	0.88
	OBERWS CHINA OPPR	GPNA	OBCHX	0.00	2.05
	OKMRK EQ INC I	BLAA	OAKBX	0.00	0.83
	OKMRK FD I	AXZA	OAKMX	0.00	0.89
	OKMRK GLBL I	BLBA	OAKGX	0.00	1.11
	OKMRK INTL I	OKKA	OAKIX	0.00	1.04
	OKMRK INTL SMCAP INST	FJDA	OANEX	0.00	1.09
	OKMRK SEL I	KOAA	OAKLX	0.00	0.98

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PACFC SMMDCAP I2	GCPA	AIHHX	0.00	0.90
	PARNASSUS COR EQ INST	ILXA	PRILX	0.00	0.62
	PARNASSUS MDCAP GR	PNXA	PARNX	0.00	0.80
	PARNASSUS MDCAP INST	DTTA	PFPMX	0.00	0.76
	PARNASSUS MDCAP	IRMA	PARMX	0.00	0.97
	PARNASSUS VAL EQ INST	DTSA	PFPWX	0.00	0.72
	PARNASSUS VAL EQ INV	PWXA	PARWX	0.00	0.92
	PAYDEN COR BD	PYCA	PYCBX	0.00	0.52
	PAYDEN EMRG MKT BD	BLKA	PYEMX	0.00	0.73
	PAYDEN GLBL FXD INC	PYGA	PYGFX	0.00	0.70
	PAYDEN GLBL LOW DUR BD	PYSA	PYGSX	0.00	0.82
	PAYDEN GNMA	PYAA	PYGNX	0.00	0.70
	PAYDEN LOW DUR BD	PYBA	PYSBX	0.00	0.53
	PAYDEN LTD MAT	PYLA	PYLMX	0.00	0.52
	PAYDEN US GOVT	PYUA	PYUSX	0.00	0.82
	PEARTRE PLRFRGVALSMCP INS	EBSA	QUSIX	0.00	1.26
	PERMANENT PORTFOLIO	BUNA	PRPFX	0.00	0.81
	PGIM FLOTNG RT INC R6	ERVA	PFRIX	0.00	0.76
	PGIM GLBL REALEST R6	ERXA	PGRQX	0.00	0.79
	PGIM HI YLD R6	ESBA	PHYQX	0.00	0.38
	PGIM HI YLD Z	PHZA	PHYZX	0.00	0.51
	PGIM JNISN FOCS GR R6	ESFA	PSGQX	0.00	0.71
	PGIM JNISN GR R6	ESJA	PJFQX	0.00	0.58
	PGIM JNISN HLTH SCNC A	PHLA	PHLAX	0.00	1.14
	PGIM JNISN INTL OPFR Z	GFDA	PWJZX	0.00	0.96
	PGIM JNISN NATRL RSRC R6	ESLA	PJNQX	0.00	0.81
	PGIM JNISN SM CO Z	BABA	PSCZX	0.00	0.82
	PGIM JNISN UTIL R6	ESNA	PRUQX	0.00	0.46
	PGIM QMA MDCAP VAL R6	ESOA	PMVQX	0.00	0.85
	PGIM QMA SMCAP VAL R6	EGUA	TSVQX	0.00	0.67
	PGIM QMA STK INDX R6	ESRA	PQSIX	0.00	0.21
	PGIM SEL REALEST R6	GUHA	SREQX	0.00	0.89
	PGIM ST COR BD R6	ESUA	PSTQX	0.00	0.40
	PGIM STRAT BD R6	GUKA	PUCQX	0.00	0.67

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PGIM TTL RTN BD R6	DTVA	PTRQX	0.00	0.40
	PIMCO ALL ASST INST	AYPA	PAAIX	0.00	0.99
	PIMCO ALLASSTALLATHRITYIN	AYOA	PAUIX	0.00	1.60
	PIMCO DIVRS INC INST	CCCA	PDIIIX	0.00	0.75
	PIMCO DYNMC BD INST	AYTA	PFIUX	0.00	0.81
	PIMCO EMRGMKTLCLCRNBD INS	PELA	PELIX	0.00	1.22
	PIMCO FDMNTLADVTGPLUS INS	BLLA	PFATX	0.00	0.90
	PIMCO FORGN UNHDG INST	CSFA	PFUIX	0.00	0.51
	PIMCO GLBBDOPPUSDLHDG INS	GOIA	PGBIX	0.00	0.56
	PIMCO GLBL MULT ASST INST	AYRA	PGAIX	0.00	1.10
	PIMCO GLBLDOPPRUNHDG INS	COWA	PIGLX	0.00	N/A
	PIMCO GNMA GOVT SEC INST	AYSA	PDMIX	0.00	0.52
	PIMCO HI YLD INST	PHIA	PHIYX	0.00	0.56
	PIMCO HI YLD SPCTRM INST	CMDA	PHSIX	0.00	0.61
	PIMCO INC INST	CCDA	PIMIX	0.00	0.51
	PIMCO INFLRSPNSMLTAST INS	GNEA	PIRMX	0.00	0.88
	PIMCO INTL BDUSDLRHDGINST	BPPA	PFORX	0.00	0.51
	PIMCO INVMT GRD CR BD INS	CCEA	PIGIX	0.00	0.51
	PIMCO LNGDUR TTLRTN INST	BLMA	PLRIX	0.00	0.53
	PIMCO LOW DUR ESG INST	PDLA	PLDIX	0.00	0.50
	PIMCO LOW DUR INC INST	EVCA	PFIIX	0.00	0.50
	PIMCO LOW DUR INST	PTLA	PTLDX	0.00	0.46
	PIMCO LT CR BD INST	CMEA	PTCIX	0.00	0.57
	PIMCO LT US GOV INST	CSGA	PGOVX	0.00	0.48
	PIMCO RAE GLB EX US INST	EVDA	PZRIX	0.00	1.13
	PIMCO RAE INTL INST	EVEA	PPYIX	0.00	0.52
	PIMCO RAE PLUS INST	CMBA	PXTIX	0.00	0.80
	PIMCO RAEWWLNGSHRTPLS INS	FNKA	PWLIX	0.00	1.20
	PIMCO REAL RTN INST	PRIA	PRRIX	0.00	0.47
	PIMCO RLESTRLRNSTRAT INS	CFGGA	PRRSX	0.00	0.79
	PIMCO ST INST	CMHA	PTSHX	0.00	0.45
	PIMCO STK PLUS SM INST	PXSA	PSCSX	0.00	0.70
	PIMCO STKPLSINTDLRHDG INS	CDUA	PISIX	0.00	0.76
	PIMCO STKPLUS LG DUR INST	ENWA	PSLDX	0.00	0.61

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PIMCO STKPLUS TTL RTN INS	CDVA	PSPTX	0.00	0.65
	PIMCO STKPLUSARSHRTSTRINS	BLNA	PSTIX	0.00	0.64
	PIMCO TTL RTN INST	PTTA	PTTRX	0.00	0.46
	PIMCOCOMDYREALRTNSTRATINS	PCRA	PCRIX	0.00	0.88
	PIONR BAL ESG Y	AYBA	AYBLX	0.00	0.75
	PIONR BD Y	AYUA	PICYX	0.00	0.44
	PIONR DSCPLD VAL Y	AYVA	CVFYX	0.00	0.60
	PIONR EQ INC Y	AYXA	PYEQX	0.00	0.78
	PIONR FDMNTL GR K	DTUA	PFKX	0.00	0.66
	PIONR FDMNTL GR Y	AYYA	FUNYX	0.00	0.76
	PIONR FLEX OPR Y	CAKA	PMYRX	0.00	1.03
	PIONR GLBL EQ Y	AYZA	PGSYX	0.00	0.92
	PIONR GLBL HI YLD Y	AZIA	GHYYX	0.00	1.00
	PIONR HI YLD Y	AZJA	TYHYX	0.00	0.91
	PIONR SEL MDCAP GR Y	PGRA	GROYX	0.00	0.78
	PIONR ST INC Y	PSTA	PSHYX	0.00	0.57
	PIONR STRAT INC Y	AZMA	STRYX	0.00	0.71
	POLEN GLBL GR INST	GUFA	PGIIX	0.00	0.99
	PORT 21 GLBL EQ FD INST	ORIA	PORIX	0.00	1.01
	PRAXIS INTL INDX A	EXRA	MPLAX	0.00	1.24
	PRFRMNCTR STRAT BD	EXQA	PTIAX	0.00	0.75
	PRIMECAP ODYSY GR	CYYA	POGRX	0.00	0.66
	PRIMECAP ODYSY STK	DJLA	POSKX	0.00	0.66
	PRNCPL BLUE CHIP INST	FQJA	PBCKX	0.00	0.69
	PRNCPL CAP APP INST	PWCA	PWCIX	0.00	0.46
	PRNCPL COR FXD INC INST	AZVA	PIOIX	0.00	0.51
	PRNCPL DIVRS INTL INST	BLRA	PIIIX	0.00	0.91
	PRNCPL DIVRS INTL R6	GVFA	PDIFX	0.00	0.78
	PRNCPL DIVRS REALASST INS	CYFA	PDRDX	0.00	0.87
	PRNCPL EQ INC I INST	PEXA	PEIIX	0.00	0.54
	PRNCPL GLBL DIVRS INC INS	CYZA	PGDIX	0.00	0.76
	PRNCPL GLBL REALEST INST	CZAA	POSIX	0.00	0.99
	PRNCPL GLBL REALEST R6	GAYA	PGRSX	0.00	0.88
	PRNCPL GOVTHIQULTY BD INS	CZBA	PMRIX	0.00	0.53

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	PRNCPL HI YLD INST	PYTA	PHYTX	0.00	0.63
	PRNCPL INFL PRTCT INST	PIPA	PIPIX	0.00	0.39
	PRNCPL INT EMRG MKT INST	CALA	PIEIX	0.00	1.26
	PRNCPL LGCPSP500INDX INST	PFAA	PLFIX	0.00	0.16
	PRNCPL MDCAP GR INST	PWGA	PGWIX	0.00	0.78
	PRNCPL MDCAP VAL I INST	FECA	PVMIX	0.00	0.76
	PRNCPL MDCPSP400INDX INST	PMPA	MPSIX	0.00	0.23
	PRNCPL REALEST SEC INST	DKSA	PIREX	0.00	0.90
	PRNCPL REALEST SEC R6	GFEA	PFRSX	0.00	0.80
	PRNCPL SMCAP GR I INST	CZCA	PGRTX	0.00	0.98
	PRNCPL SMCAP INST	PRSA	PSLIX	0.00	0.86
	PRNCPL SMCAP VAL II INST	CZDA	PPVIX	0.00	1.09
	PRNCPL SMCP SP600INDXINST	PXIA	PSSIX	0.00	0.24
	PRNCPL SPCTMPFDCPSCIN INS	AZWA	PPSIX	0.00	0.79
	PRNCPL ST INC INST	PHXA	PSHIX	0.00	0.41
	PTNM CONV SEC Y	BAEA	PCGYX	0.00	0.78
	PTNM COR EQ Y	ERHA	PMYYX	0.00	0.71
	PTNM DIVRS INC TR Y	BAFA	PDVYX	0.00	0.76
	PTNM DYNMC ASSTALLOC GR Y	ESWA	PAGYX	0.00	0.78
	PTNM DYNMC ASSTALLOCBAL R	FJGA	PAAEX	0.00	0.61
	PTNM EQ INC Y	BAGA	PEIYX	0.00	0.64
	PTNM FOCS EQ Y	FXMA	PGILX	0.00	0.88
	PTNM GLBL INC Y	DGQA	PGGYX	0.00	1.00
	PTNM GR OPR R6	GHLA	PGOEX	0.00	0.58
	PTNM INC Y	CFHA	PNCYX	0.00	0.60
	PTNM INTL CAP OPR Y	BAJA	PIVYX	0.00	1.25
	PTNM INTL EQ Y	BLWA	POVYX	0.00	1.00
	PTNM LGCAP GR Y	BAIA	PGOYX	0.00	0.67
	PTNM MULTASSTABS RTN Y	CCFA	PDMYX	0.00	N/A
	PTNM SMCAP GR Y	BANA	PSYGX	0.00	0.98
	PTNM SMCAP VAL Y	CSJA	PYSVX	0.00	0.90
	PTNM SUSTNBL FTR Y	BAMA	PMVYX	0.00	0.75
	PTNM SUSTNBL LDRS Y	BALA	PNOYX	0.00	0.74
	PTNM ULTRA SHRT DUR INC Y	ESXA	PSDYX	0.00	0.36

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	QUANT GOLDBULIONSTRAT INV	DNSA	QGLDX	0.00	1.39
	ROYCE INTL PRMR INST	GFFA	RIPIX	0.00	1.19
	ROYCE MICRO CAP INVMT	CCKA	RYOTX	0.00	1.24
	ROYCE OPRR INVMT	CAPA	RYPNX	0.00	1.23
	ROYCE PENN MUT INVMT	BWFA	PENNX	0.00	0.96
	ROYCE PRMR SVC	DQXA	RPFFX	0.00	1.59
	ROYCE SPEC EQ INVMT	RXEA	RYSEX	0.00	1.21
	ROYCE TTL RTN INVMT	CAQA	RYTRX	0.00	1.26
	ROYCE VAL INVMT	CARA	RVVHX	0.00	1.35
	ROYCE VAL PLS INVMT	CATA	RVPHX	0.00	1.26
	RSSLL EMRG MKT S	BPVA	REMSX	0.00	1.52
	RSSLL EQ INC S	BQAA	RLISX	0.00	0.92
	RSSLL GLBL REALEST SEC S	BPWA	RRESX	0.00	1.14
	RSSLL INTL DEVL MKT S	BPXA	RINTX	0.00	1.01
	RSSLL SHRT DUR BD S	BPYA	RFBSX	0.00	0.82
	RSSLL STRAT BD S	BPZA	RFCTX	0.00	0.77
	RSSLL US SMCAP EQ S	BQBA	RLESX	0.00	1.09
	RTNL DYNMC BRNDS INST	BUBA	HSUTX	0.00	1.20
	RTNL EQ ARMOR INST	BTWA	HDCTX	0.00	1.22
	RYDEX NASDAQ 100 H	DCJA	RYHOX	0.00	1.50
	RYDEXSGI BASIC MTRLS H	RBMA	RYBAX	0.00	1.60
	RYDEXSGI BIO H	RBTA	RYOAX	0.00	1.61
	RYDEXSGI CNSMR PRDCTS H	RCPA	RYCAX	0.00	1.61
	RYDEXSGI ENRGY H	RENA	RYEAX	0.00	1.61
	RYDEXSGI FIN SVC H	RFSA	RYFAX	0.00	1.61
	RYDEXSGI HLTH CARE H	RHCA	RYHAX	0.00	1.61
	RYDEXSGI TECH H	RTCA	RYTAX	0.00	1.60
	RYDEXSGI TRANSPRT H	RTNA	RYPAX	0.00	1.61
	SEAFAR OVRSEAS GR INC INS	DQMA	SIGIX	0.00	0.87
	SEI LGCAP GR F	BBAA	SELCX	0.00	0.97
	SEI LGCAP VAL F	BQCA	TRMVX	0.00	0.93
	SEI SMCAP VAL F	BQDA	SESVX	0.00	1.23
	SEMPER MBS TTL RTN INST	EJZA	SEMMX	0.00	0.87
	SEMPER SHRT DUR INST	EKCA	SEMIX	0.00	0.66

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	SGLBRYNTHML SMCAP VAL INS	GKCA	SBHVX	0.00	0.99
	SIERRA TCTCL ALL ASST INS	CBJA	SIRRX	0.00	2.01
	SIERRA TCTCL COR INC INST	CZHA	SSIRX	0.00	1.41
	SSGA INTL STK SEL INST	BMRA	SSAIX	0.00	1.24
	SSGA S P 500 INDX	SVSA	SVSPX	0.00	0.17
	STADION TCTCL GR I	DLFA	ETFOX	0.00	1.51
	STATEST INST SMCAPEQ INVM	EXTA	SIVIX	0.00	0.88
	STRLNG CAP MD VAL INST	EGVA	OVEIX	0.00	0.88
	STWRD GLBL EQ INC INST	DQNA	SGISX	0.00	0.99
	STWRD LGCAPENHCDINDX INST	DQOA	SEECX	0.00	0.58
	STWRD SMMDCAPENHCINDX INS	DQPA	SCECX	0.00	0.61
	SUMMITGI US LOWVLTLYEQ I	EBUA	SILVX	0.00	0.96
	SWAN DFND RSK I	EGWA	SDRIX	0.00	1.26
	TCHSTN ACTIV BD Y	EHBA	TOBYX	0.00	0.67
	TCHSTN BAL Y	BMLA	SIBLX	0.00	0.76
	TCHSTN FLEX INC Y	EHDA	MXIIX	0.00	0.92
	TCHSTN INTL EQ Y	SIXA	SIIEX	0.00	1.20
	TCHSTN LG CO GR Y	EKKA	TLGYX	0.00	0.97
	TCHSTN LGCAP FOCS Y	BMNA	SICWX	0.00	0.78
	TCHSTN MDCAP GR Y	EKLA	TEGYX	0.00	0.99
	TCHSTN MDCAP VAL Y	EKMA	TCVYX	0.00	1.16
	TCHSTN MDCAP Y	FYYA	TMCPX	0.00	0.93
	TCHSTN NONUSESG EQ Y	EHFA	TIQIX	0.00	0.90
	TCHSTN SANDS CAP SEL GR Z	BSPA	PTSGX	0.00	1.19
	TCHSTN SANDSCAPEMRGMKTGR	EKNA	TSEMX	0.00	1.29
	TCHSTN SM CO R6	DTWA	SSRRX	0.00	0.87
	TCHSTN SM CO Y	SIGA	SIGWX	0.00	0.97
	TCHSTN ULTRSHRTDURFXDINC	EHGA	TSDAX	0.00	0.74
	TCW EMRG MKT INC I	BNGA	TGEIX	0.00	0.90
	TCW REL VAL DIVD APP I	TGDA	TGDFX	0.00	0.76
	TCW REL VAL MDCAP I	TXGA	TGVOX	0.00	1.01
	TCW SEL EQ I	TGCA	TGCEX	0.00	0.79
	TCW ST BD I	TGSA	TGSMX	0.00	2.40
	TCW TTL RTN BD I	TGLA	TGLMX	0.00	0.55

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	THIRD AVE REALEST VAL INS	CUPA	TAREX	0.00	1.18
	THMPSN BD	ECLA	THOPX	0.00	0.73
	THRNBRG COR GR R5	BYTA	THGRX	0.00	1.52
	THRNBRG GLBL OPPR R5	BYUA	THOFX	0.00	1.38
	THRNBRG INTL EQ I	TIXA	TGVIX	0.00	1.00
	THRNBRG INTL GR R5	BYVA	TINFX	0.00	1.45
	THRNBRG INTL VAL R5	BYWA	TIVRX	0.00	1.28
	THRNBRG INTL VAL R6	CAYA	TGIRX	0.00	0.92
	THRNBRG INVMT INC BLDR R5	BYXA	TIBMX	0.00	1.16
	THRNBRG LTD TRM INC R5	CCNA	THRRX	0.00	0.71
	THRNBRG SMMDCAP COR I	THVA	TVIFX	0.00	1.09
	THRNBRG STRAT INC R6	GXLA	TSRSX	0.00	0.72
	TIAACRF COR BD INST	ECMA	TIBDX	0.00	0.29
	TIAACRF COR IMPCT BD INST	DLRA	TSBIX	0.00	0.38
	TIAACRF COR IMPCT BD RTRM	DLSA	TSBBX	0.00	0.63
	TIAACRF COR PLS BD INST	ECNA	TIBFX	0.00	0.30
	TIAACRF GR INC INST	DLNA	TIGRX	0.00	0.41
	TIAACRF HI YLD INST	EGXA	TIHYX	0.00	0.36
	TIAACRF INTL EQ INDX INST	EGYA	TCIEX	0.00	0.05
	TIAACRF LFCYCIND 2010 INS	DMOA	TLTIX	0.00	0.22
	TIAACRF LFCYCIND 2015 INS	DMPA	TLFIX	0.00	0.20
	TIAACRF LFCYCIND 2020 INS	DMQA	TLWIX	0.00	0.19
	TIAACRF LFCYCIND 2025 INS	DMUA	TLQIX	0.00	0.18
	TIAACRF LFCYCIND 2030 INS	DMWA	TLHIX	0.00	0.18
	TIAACRF LFCYCIND 2035 INS	DMXA	TLYIX	0.00	0.17
	TIAACRF LFCYCIND 2040 INS	DMYA	TLZIX	0.00	0.17
	TIAACRF LFCYCIND 2045 INS	DMZA	TLXIX	0.00	0.17
	TIAACRF LFCYCIND 2050 INS	DNBA	TLLIX	0.00	0.17
	TIAACRF LFCYCIND 2055 INS	DNCA	TTIIX	0.00	0.18
	TIAACRF LFCYCIND 2060 INS	DNDA	TVIIX	0.00	0.19
	TIAACRF LFCYCIND 2065 INS	GFIA	TFITX	0.00	0.82
	TIAACRF LFCYCINDRTINC INS	DNEA	TRILX	0.00	0.22
	TIAACRF LGCAP GR INDX INS	DJNA	TILIX	0.00	0.05
	TIAACRF LGCAP GR INST	EOCA	TILGX	0.00	0.41

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	TIAACRF LGCAP VALINDX INS	DJOA	TILVX	0.00	0.05
	TIAACRF MDCAP VAL INST	DLPA	TIMVX	0.00	0.45
	TIAACRF MGD ALLOC INST	DLOA	TIMIX	0.00	0.48
	TIAACRF REALEST SEC INST	DLQA	TIREX	0.00	0.47
	TIAACRF SOCCHOICE EQ INST	DLUA	TISCX	0.00	0.18
	TIAACRF SOCCHOICE EQ RTRM	DLVA	TRSCX	0.00	0.43
	TIAACRF ST BD ADV	FBFA	TCTHX	0.00	0.35
	TMTHYPLN HI YLD BD I	GQTA	TPHIX	0.00	1.02
	TMTHYPLN INTL I	ESZA	TPIIX	0.00	1.48
	TMTHYPLN LGMDCAP VAL I	ETAA	TMVIX	0.00	1.33
	TMTHYPLN SMCAP VAL I	ETBA	TPVIX	0.00	1.31
	TROWE MULTSCTR BD I	ENNA	PGMSX	0.00	0.52
	TROWEPR BAL I	GUMA	RBAIX	0.00	0.51
	TROWEPR BAL	RPBA	RPBAX	0.00	0.65
	TROWEPR BLUE CHIP GR I	FJKA	TBCIX	0.00	0.57
	TROWEPR BLUE CHIP GR	BMSA	TRBCX	0.00	0.71
	TROWEPR COMM TECH	BBEA	PRMTX	0.00	0.82
	TROWEPR DIVD GR I	EKDA	PDGIX	0.00	0.50
	TROWEPR DIVD GR	BYRA	PRDGX	0.00	0.64
	TROWEPR DIVRS MDCAP GR	FJLA	PRDMX	0.00	0.87
	TROWEPR EMRG MKT BD	BMTA	PREMX	0.00	0.99
	TROWEPR EQ INC	BBCA	PRFDX	0.00	0.67
	TROWEPR EURO STK	BMWA	PRESX	0.00	1.03
	TROWEPR FIN SVC	BQEA	PRISX	0.00	0.97
	TROWEPR GLBL STK I	GNFA	TRGLX	0.00	0.67
	TROWEPR GR STK I	FJMA	PRUFX	0.00	0.53
	TROWEPR GR STK	TPRA	PRGFX	0.00	0.67
	TROWEPR HLTH SCNC	BQGA	PRHSX	0.00	0.80
	TROWEPR INTGRTDUSSMCPEQ I	EBXA	TQAIX	0.00	0.66
	TROWEPR INTL STK FD	TPTA	PRITX	0.00	0.84
	TROWEPR INTL VAL EQ	BBDA	TRIGX	0.00	0.89
	TROWEPR JPN	BMZA	PRJPX	0.00	1.02
	TROWEPR LGCAP GR I	DQQA	TRLGX	0.00	0.55
	TROWEPR LTN AM	BNAA	PRLAX	0.00	1.46

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	TROWEPR NEW AM GR FD	BBFA	PRWAX	0.00	0.81
	TROWEPR NEW ASIA	BBGA	PRASX	0.00	0.99
	TROWEPR NEW ERA	BQHA	PRNEX	0.00	0.74
	TROWEPR NEW INC	BBHA	PRCIX	0.00	0.44
	TROWEPR OVRSEAS STK I	GQSA	TROIX	0.00	0.67
	TROWEPR OVRSEAS STK	EVHA	TROX	0.00	0.80
	TROWEPR REAL ASST	DUAA	PRAFX	0.00	0.93
	TROWEPR REALEST	BQIA	TRREX	0.00	0.82
	TROWEPR RTRMT BAL	BNFA	TRRIX	0.00	0.49
	TROWEPR RTRMT I 2005 I	ESYA	TRPFX	0.00	0.34
	TROWEPR RTRMT I 2010 I	EBYA	TRPAX	0.00	0.34
	TROWEPR RTRMT I 2015 I	EBZA	TRFGX	0.00	0.36
	TROWEPR RTRMT I 2020 I	ECAA	TRBRX	0.00	0.37
	TROWEPR RTRMT I 2025 I	ECCA	TRPHX	0.00	0.39
	TROWEPR RTRMT I 2030 I	ECDA	TRPCX	0.00	0.41
	TROWEPR RTRMT I 2035 I	ECEA	TRPJX	0.00	0.42
	TROWEPR RTRMT I 2040 I	ECFA	TRPDX	0.00	0.43
	TROWEPR RTRMT I 2045 I	ECGA	TRPKX	0.00	0.44
	TROWEPR RTRMT I 2050 I	ECHA	TRPMX	0.00	0.45
	TROWEPR RTRMT I 2055 I	ECIA	TRPNX	0.00	0.46
	TROWEPR RTRMT I 2060 I	ECJA	TRPLX	0.00	0.46
	TROWEPR RTRMT I 2065 I	GNGA	TRFKX	0.15	0.46
	TROWEPR SCNC TECH	BQJA	PRSCX	0.00	0.84
	TROWEPR SMCAP VAL INSTL	ENCA	PRVIX	0.00	0.70
	TROWEPR SMCAP VAL	TPSA	PRSVX	0.00	0.82
	TROWEPR SPCTRM GR	BQKA	PRSGX	0.00	0.73
	TROWEPR SPCTRM INC	TRPA	RPSIX	0.00	0.62
	TROWEPR SPCTRM MOD ALLOC	CUMA	TRPBX	0.00	0.90
	TROWEPR SPCTRMCNSRVALLOC	PSRA	PRSIX	0.00	0.84
	TROWEPR SPCTRM MODGRALLOC	CUNA	TRSGX	0.00	0.90
	TROWEPR SPCTRM MODGRALLOC	GHJA	TGIPX	0.00	0.77
	TROWEPR ST BD	DLHA	PRWBX	0.00	0.43
	TROWEPR US EQ RSRCH	BBBA	PRCOX	0.00	0.45
	TROWEPR US LGCAP COR INV	GHNA	TRULX	0.00	0.70

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	TROWEPR VAL	CNHA	TRVLX	0.00	0.72
	UBS DYNMC ALPHA P	BOBA	BNAYX	0.00	2.11
	UBS US ALLOCATION P	BCFA	PWTYX	0.00	0.72
	UBS US SMCAP GR P	BCGA	BISCX	0.00	1.21
	VANECK CM COMDTY INDX I	BNHA	COMIX	0.00	0.82
	VANECK EMRG MKT INST	BCHA	EMRIX	0.00	1.19
	VANECK GLBL HRD ASST INST	BCIA	GHAIX	0.00	1.10
	VANECK INTL INV GOLD INST	BCJA	INIIX	0.00	1.09
	VIC CAP GR INST	ECQA	UICGX	0.00	1.66
	VIC CORPLS INTMD BD R6	ECXA	URIBX	0.00	0.43
	VIC DIVRS STK I	BNJA	VDSIX	0.00	0.84
	VIC EMRG MKT INST	ECRA	UIEMX	0.00	1.31
	VIC GLBL NATRL VIC RSRC Y	BLYA	RSNYX	0.00	1.19
	VIC GOVT SEC INST	ECSA	UIGSX	0.00	0.35
	VIC INC INST	ECVA	UIINX	0.00	0.41
	VIC INCORE FD FOR INC I	BCLA	VFFIX	0.00	0.67
	VIC INCORE LOW DUR BD Y	CMZA	RSDYX	0.00	0.65
	VIC INCORE QULTY BD Y	CNBA	RSQYX	0.00	N/A
	VIC INCORE TTL RTN BD Y	MUCA	MUCYX	0.00	0.65
	VIC INTEGRITY MDCAP VAL Y	EZMA	MYIMX	0.00	1.03
	VIC INTEGRITY SMCAP VAL Y	BYJA	VSVIX	0.00	1.07
	VIC INTL INST	ECYA	UIIFX	0.00	0.95
	VIC MNDR MDCAP COR GR Y	BKTA	MGOYX	0.00	0.98
	VIC NASDAQ 100 INDX R6	ECZA	URNQX	0.00	0.30
	VIC RS GR Y	CMVA	RGRYX	0.00	0.95
	VIC RS INV Y	CMXA	RSIYX	0.00	1.36
	VIC RS LGCAP ALPHA Y	CJJA	RCEYX	0.00	0.71
	VIC RS MDCAP GR Y	BLZA	RMOYX	0.00	1.14
	VIC RS PTNRS Y	BMBA	RSPYX	0.00	1.21
	VIC RS SCNCTECH Y	BMJA	RIFYX	0.00	1.27
	VIC RS SEL GR Y	CCMA	RSSYX	0.00	1.24
	VIC RS SMCAP GR Y	BMFA	RSYEX	0.00	1.17
	VIC RS VAL Y	BMKA	RSVYX	0.00	1.06
	VIC SMCAP STK INST	EDCA	UISCX	0.00	1.04

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VIC SOPHS EMRG MKT Y	ENFA	RSENX	0.00	1.32
	VIC ST BD R6	EDAA	URSBX	0.00	0.33
	VIC STRAT ALLOC I	BNIA	VBFIX	0.00	1.27
	VIC SYC SM CO OPFR R6	GTWA	VSORX	0.00	0.85
	VIC TRIV INTL SMCAP Y	EOCA	MYSIX	0.00	1.14
	VIC ULTRA ST BD R6	EDDA	URUSX	0.00	0.83
	VILLERE BAL INV	CZOA	VILLX	0.00	1.02
	VIRTUS ALPHSMPLMDFRSTRT I	CYXA	ASFYX	0.00	1.45
	VIRTUS CRDEX LGCPVALEQ R6	CZEA	STVZX	0.00	0.86
	VIRTUS CRDEX MDCPVALEQ R6	CZFA	SMVZX	0.00	0.86
	VIRTUS CRDEX SMCAPVALEQ R6	FJTA	VVERX	0.00	1.05
	VIRTUS D&PGLBREALESTSEC R	EYBA	VRGEX	0.00	1.03
	VIRTUS KAR INTL SMCAP R6	EYCA	VRISX	0.00	1.08
	VIRTUS KAR MDCAP COR R6	EYDA	VRMCX	0.00	0.95
	VIRTUS KAR MDCAP GR R6	EYEA	VRMGX	0.00	0.89
	VIRTUS KAR SMCAP COR R6	EYFA	VSCRX	0.00	0.92
	VIRTUS KAR SMCAP GR R6	EYGA	VRSGX	0.00	0.98
	VIRTUS KAR SMCAP VAL R6	EYHA	VQSRX	0.00	0.88
	VIRTUS NF MULTSCTR STBD R	EYIA	VMSSX	0.00	0.67
	VIRTUS RMPRT EQ TRND I	CPFA	VAPIX	0.00	1.34
	VIRTUS SEIX COR BD I	BAPA	STIGX	0.00	0.64
	VIRTUS SEIX CORP BD I	STXA	STICX	0.00	0.96
	VIRTUS SEIX HI INC I	BAOA	STHTX	0.00	0.92
	VIRTUS SEIX HI YLD I	SAMA	SAMHX	0.00	0.75
	VIRTUS SEIX HI YLD R6	GKFA	HYIZX	0.00	0.65
	VIRTUS SEIX ST BD I	SSTA	SSBTX	0.00	N/A
	VIRTUS SEIX TTL RTN BD I	SAFA	SAMFX	0.00	0.58
	VIRTUS SGA INTL GR R6	EYLA	SCIZX	0.00	1.24
	VIRTUS SLVNTLGCPGR STK R6	DJMA	STCZX	0.00	0.93
	VIRTUS ULTRA SHRT BD I	CJBA	SISSX	0.00	0.64
	VIRTUS VNTBL FORGN OPFR R	EYJA	VFOPX	0.00	1.05
	VIRTUS VNTBL GLBL OPFR R6	EYKA	VRGOX	0.00	1.05
	VIRTUS VON EMRGMKT OPFR R	DUGA	VREMX	0.00	1.14
	VIRTUSSEIXFLOTTRTHIINC I	BLXA	SAMBX	0.00	0.72

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VIRTUSSEIXUSGVSCULTSHBD I	CTDA	SIGVX	0.00	0.55
	VNGRD 500 INDEX FD AS	CSLA	VFIAX	0.00	0.04
	VNGRD BAL INDX ADML	CSNA	VBIAX	0.00	0.07
	VNGRD CNSMR STPLS ADML	DLWA	VCSAX	0.00	0.10
	VNGRD COMDTY STRAT ADML	FYZA	VCMDX	0.00	0.21
	VNGRD DEVL MKT INDX ADML	CWCA	VTMGX	0.00	0.07
	VNGRD DIVD APP INDX ADML	CWDA	VDADX	0.00	0.08
	VNGRD DIVD GR INV	VDGA	VDIGX	0.00	0.30
	VNGRD DIVRS EQ INV	VDEA	VDEQX	0.00	0.35
	VNGRD EMRG MKT STKINDXADM	CSOA	VEMAX	0.00	0.14
	VNGRD ENRGY ADML	CWEA	VGELX	0.00	0.38
	VNGRD ENRGY INDX ADML	ETCA	VENAX	0.00	0.10
	VNGRD EQ INC ADML	CWFA	VEIRX	0.00	0.19
	VNGRD EURO STK INDX ADML	CSPA	VEUSX	0.00	0.13
	VNGRD EXPLR ADML	CWGA	VEXRX	0.00	0.34
	VNGRD EXTND MKT INDX ADML	CSQA	VEXAX	0.00	0.06
	VNGRD FIN INDX ADML	ETDA	VFAIX	0.00	0.10
	VNGRD FTSE SOC INDX ADML	FLIA	VFTAX	0.00	0.14
	VNGRD FTSEALWDXUSIND ADML	FKXA	VFWAX	0.00	0.12
	VNGRD GLBL CAP CYC INV	VGPA	VGPMX	0.00	0.43
	VNGRD GLBL EQ INV	VHGA	VHGEX	0.00	0.41
	VNGRD GLBL MIN VOL ADML	DJPA	VMNVX	0.00	0.14
	VNGRD GNMA ADML	CWHA	VFIJX	0.00	0.11
	VNGRD GR INC ADML	CWIA	VGIAX	0.00	0.22
	VNGRD GR INDX ADML	CSRA	VIGAX	0.00	0.05
	VNGRD HI YLD CORP ADML	VEWA	VWEAX	0.00	0.13
	VNGRD HIDIVD YLD INDX ADM	FNGA	VHYAX	0.00	0.08
	VNGRD HLTH CARE ADML	CWJA	VGHAX	0.00	0.29
	VNGRD HLTH CARE INDX ADML	FQKA	VHCIX	0.00	0.10
	VNGRD INFL PRTCT SEC ADML	CWKA	VAIPX	0.00	0.10
	VNGRD INFO TECH INDX ADML	ETFA	VITAX	0.00	0.10
	VNGRD INTDTRMTRSIND ADML	CZJA	VSIGX	0.00	0.07
	VNGRD INTL EXPLR INV	VNXA	VINEX	0.00	0.41
	VNGRD INTL GR ADML	CWNA	VWILX	0.00	0.34

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VNGRD INTL VAL INV	VRTA	VTRIX	0.00	0.38
	VNGRD INTMD TRM TRSRY ADM	CWMA	VFIUX	0.00	0.10
	VNGRD INTMDTRM BD INDXADM	DLXA	VBILX	0.00	0.07
	VNGRD INTMDTRMINVTGRD ADM	CWLA	VFIDX	0.00	0.10
	VNGRD LGCAP INDX ADML	EDFA	VLCAX	0.00	0.05
	VNGRD LT INVMT GRD ADML	CWOA	VWETX	0.00	0.12
	VNGRD LT TRSRY ADML	CWPA	VUSUX	0.00	0.10
	VNGRD LT TRSRY INDX ADML	ETGA	VLGSX	0.00	0.07
	VNGRD MDCAP GR INDX ADML	CWQA	VMGMX	0.00	0.07
	VNGRD MDCAP GR INV	VGIA	VMGRX	0.00	0.35
	VNGRD MDCAP VAL INDX ADML	CWRA	VMVAX	0.00	0.07
	VNGRD MID-CAP IDX FD AS	CSSA	VIMAX	0.00	0.05
	VNGRD MKT NUTRL INV	CZKA	VMNFX	0.00	1.83
	VNGRD MTRLS INDX ADML	EDGA	VMIAX	0.00	0.10
	VNGRD PACFC STK INDX ADML	CSTA	VPADX	0.00	0.10
	VNGRD REALEST INDX ADML	CSUA	VGSLX	0.00	0.12
	VNGRD SEL VAL INV	VSXA	VASVX	0.00	0.38
	VNGRD SM CAP INDX FD AS	CSXA	VSMAX	0.00	0.05
	VNGRD SMCAP GR INDX ADML	CWYA	VSGAX	0.00	0.07
	VNGRD SMCAP VAL INDX ADML	CWXA	VSIAX	0.00	0.07
	VNGRD ST BD INDX ADML	CSWA	VBIRX	0.00	0.07
	VNGRD ST CORP BD INDX ADM	CZLA	VSCSX	0.00	0.07
	VNGRD ST FED ADML	CWTA	VSGDX	0.00	0.10
	VNGRD ST INVMT GRD ADML	CWUA	VFSUX	0.00	0.10
	VNGRD ST TRSRY ADML	CWWA	VFIRX	0.00	0.10
	VNGRD STAR INV	VGTA	VGSTX	0.00	0.31
	VNGRD STINFLPRTSECIND ADM	EHIA	VTAPX	0.00	0.06
	VNGRD STRAT EQ INV	VSQA	VSEQX	0.00	0.17
	VNGRD STRAT SMCAP EQ INV	VTCA	VSTCX	0.00	0.26
	VNGRD TAXMGD SMCAP ADML	EVJA	VTMSX	0.00	0.09
	VNGRD TRGT RTRMT 2015 INV	VTXA	VTXVX	0.00	N/A
	VNGRD TRGT RTRMT 2020 INV	VTWA	VTWNX	0.00	0.08
	VNGRD TRGT RTRMT 2025 INV	VTTA	VTTVX	0.00	0.08
	VNGRD TRGT RTRMT 2030 INV	VTHA	VTHRXX	0.00	0.08

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	VNGRD TRGT RTRMT 2035 INV	VHTA	VTTHX	0.00	0.08
	VNGRD TRGT RTRMT 2040 INV	VFOA	VFORX	0.00	0.08
	VNGRD TRGT RTRMT 2045 INV	VTIA	VTIVX	0.00	0.08
	VNGRD TRGT RTRMT 2050 INV	VFFA	VFIFX	0.00	0.08
	VNGRD TRGT RTRMT 2055 INV	VVXA	VFFVX	0.00	0.08
	VNGRD TRGT RTRMT 2060 INV	BWGA	VTTSX	0.00	0.08
	VNGRD TRGT RTRMT 2065 INV	EHJA	VLXVX	0.00	0.08
	VNGRD TRGT RTRMT 2070 INV	GTYA	VSVNX	0.00	0.08
	VNGRD TRGT RTRMT INC	VTNA	VTINX	0.00	0.08
	VNGRD TTL BND MKT LDX ADM	CSYA	VBTLX	0.00	0.05
	VNGRD TTL INTL BD IDX ADM	CZMA	VTABX	0.00	0.11
	VNGRD TTL INTLSTKINDX ADM	CSZA	VTIAX	0.00	0.11
	VNGRD TTL STMKT INDX FD A	CUQA	VTSAX	0.00	0.04
	VNGRD TTL WLDSTK INDX ADM	FLJA	VTWAX	0.00	0.10
	VNGRD US GR ADML	CWZA	VWUAX	0.00	0.25
	VNGRD UTIL INDX ADML	FKYA	VUIAX	0.00	0.10
	VNGRD VAL INDX ADML	CTAA	VVIAX	0.00	0.05
	VNGRD WLNGTN INV	VWEA	VWELX	0.00	0.25
	VNGRD WLSLY INC ADML	CXAA	VWIAX	0.00	0.16
	VNGRD WNDSR ADML	CXBA	VWNEX	0.00	0.28
	VNGRD WNDSR II ADML	CZNA	VWNAX	0.00	0.26
	VOYA EMRGMKTHRDCURRENDBT	FBWA	VEMHX	0.00	N/A
	VOYA GLBL BD I	FBXA	IGBIX	0.00	0.71
	VOYA GNMA INC I	GAZA	LEINX	0.00	0.56
	VOYA INTMD BD I	FCBA	IICIX	0.00	0.35
	VOYA INVMT GRD CR I	GBBA	VIGCX	0.00	0.66
	VOYA LGCAP GR I	FCCA	PLCIX	0.00	0.61
	VOYA MDCAP OPPI I	FCFA	NMCIX	0.00	0.93
	VOYA MULT MGR INTL SMCAP	FCGA	NAPIX	0.00	1.29
	VOYA SEC CR I	GBCA	VCFIX	0.00	0.69
	VOYA SMCAP OPPI I	FCHA	NSPIX	0.00	N/A
	VOYA STRAT INC OPPI I	FCIA	IISIX	0.00	0.62
	WASATCH GLBL VAL	BEWA	FMIEX	0.00	1.20
	WASATCHFRNTREMGSMCNTRY IN	DLYA	WAFMX	0.00	2.29

FUND SELECTION SCHEDULE

Select	Fund Name	Fund Code	Ticker Symbol	Fund Payment	Total Fund Prospectus Gross Expense Ratio
	WCM FOCS EMRG MKT INST	GRSA	WCMEX	0.00	1.37
	WCM FOCS INTL GR INST	EOLA	WCMIX	0.00	1.04
	WEITZ SHRT INTMD INC INST	DGRA	WEFIX	0.00	0.62
	WLMBLR EMRG MKT LDRS I	FUUA	WBELX	0.00	1.13
	WLMBLR GLBL GR I	BNRA	WGFIX	0.00	1.12
	WLMBLR GR I	BNSA	BGFIX	0.00	0.92
	WLMBLR INTL GR I	BNTA	BIGIX	0.00	1.10
	WLMBLR INTL LDRS I	FUVA	WILIX	0.00	1.04
	WLMBLR LGCAP GR I	FUWA	LCGFX	0.00	0.79
	WLMBLR MACRO ALLOC I	CZQA	WMCIX	0.00	N/A
	WLMBLR MDCAP GR I	BNUA	WCGIX	0.00	1.46
	WLMBLR SM MD GR I	BNXA	WSMDX	0.00	1.11
	WLMBLR SMCAP GR I	BNVA	WBSIX	0.00	1.12
	WLMNTRBR MDCAP EQ INDX 1	GLUA	N/A	0.00	0.03
	WLMNTRBR US TIPS INDX 1	GLTA	N/A	0.00	0.04
	WSTWD INC OPPR INST	CEBA	WHGIX	0.00	0.82
	ZACKS DIVD INV	GNJA	ZDIVX	0.00	1.27

For participants choosing to utilize professional money management under Managed Account Services, an additional fee will apply.

The expense ratios listed are based on the last available information provided to Nationwide. The fund house may change the expense ratio at any time.

For more information about the available underlying investment options, including all charges and expenses, please consult a fund prospectus. Before investing, carefully consider the fund's investment objectives, risks, charges and expenses. If at any time the expense ratio listed above differs from the expense ratio listed in the fund prospectus, the ratio listed in the prospectus will apply.

The BEST of AMERICA[®] Retirement AdvisorSM **Summary of Contract Information**

Plan Name: Magnolia Public Schools 403(b) Plan

Date of Proposal: August 07, 2023

Except for dates specifically noted in this document, this offer expires 60 days from the Date of Proposal. The Specimen Contract(s) are part of this offer and must accompany this document for the offer to be valid.

The BEST of AMERICA[®] Retirement AdvisorSM Contract(s) Elected:

Fixed Contract - Specimen Contract Form APO-2242

Expense Charges

- **Contingent Deferred Sales Charge**

The Contingent Deferred Sales Charge applies to all Contracts elected.

<u>Contract Year</u>	<u>Deferred Sales Charge Percentage</u>
1*	0.00%
2	0.00%
3	0.00%
4	0.00%
5	0.00%
Thereafter	0.00%

Fixed Interest Rate

<u>Contract Year</u>	<u>Rate</u>
1*	1.60%
2	0.10% (minimum)**

**The first contract year will extend from the date of the first deposit/transfer through the last day of the same month in the next calendar year. The second contract year will extend for twelve (12) months immediately following the first contract year.*

***This rate is the minimum guarantee. Nationwide[®] may declare an interest rate for this contract which may be higher than this minimum.*

Exchanges

Exchanges as defined in the Contract will be made at book value in any amount which is not more than the Book Value Exchange Limit set forth on the Contract Summary Page, with the Book Value Exchange Limit being reduced by all exchanges which have been made at book value during the twelve calendar months preceding the date of the exchange.



Transfers

Transfers as defined in the Contract are subject to the Book Value Transfer Limit set forth on the Contract Summary Page. A transfer payment of the entire Contract value may be subject to a market value adjustment. The market value of the transfer payment is equal to the amount withdrawn, increased or decreased by the market value adjustment. The market value adjustment is determined by Nationwide in accordance with uniform procedures applicable to all contracts of this class. Upon receipt of written request by the Contractholder, Nationwide will provide the market value adjustment formula.

Failure by Nationwide to take action with respect to any one or more of the restrictions listed above is not a waiver of Nationwide's right to enforce the restrictions later.

**APPLICATION FOR GROUP ANNUITY CONTRACT
MADE TO
NATIONWIDE LIFE INSURANCE COMPANY
(The Company)
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

CUSTODIAN/TRUSTEE(S) OF THE Magnolia Public Schools 403(b) Plan

TRUST

(Exact Name of applicant, e.g., ABC Company, Inc. or Trustees of XYZ Company, Inc. Retirement Trust)

Contract Type: Fixed Contract Indexed Fixed Contract Short Term Indexed Fixed Contract

The applicant applies for the attached Group Annuity Contract(s) as specified above.

The applicant approves and accepts the terms of the Contract.

The applicant certifies that to the best of its knowledge:

1. The applicant has the authority to enter into the Contract.
2. The applicant's plan qualifies under:
 - Section 401
 - Section 457(b)
 - Section 403(b)
 of the Internal Revenue Code.
3. The applicant, if a sole proprietorship or partnership or if a trustee representing a Plan established or maintained by a sole proprietorship or partnership:
 - a. is or represents a Plan established or maintained by a financially sophisticated law, accounting, investment banking, pension consulting, or investment advisory firm with financial/business knowledge and experience, capable of adequately representing its interests and those of its employees; or
 - b. has obtained the advice of an independent, expert financial or business advisor having no affiliation or material business relationship with The Company, and capable of adequately representing the interest of the applicant and its employees.
 - c. the Plan covers only (i) the employees of an employee benefit plan established or maintained by a single employer or employers under common control or (ii) the employees of any employer which contributes to a plan established or maintained by an employee organization or (iii) the employees of any employer which contributes to a plan maintained by more than one employer which is not established by an employee organization.
4. This Contract is a permissible investment under the applicant's plan.

If The Company fails to accept this Application, the amount of deposit will be refunded without interest.

FOR AZ RESIDENTS ONLY

Upon written request, the Company agrees to provide, within a reasonable time, reasonable factual information regarding the benefits and provisions of the Annuity Contract to the Owner.

NOTICE TO AR, CO, KY, LA, ME, NM, OH, AND TN RESIDENTS:

Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

FOR DC RESIDENTS ONLY

WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

FOR NJ RESIDENTS ONLY

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR WA RESIDENTS ONLY


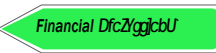
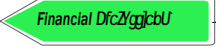
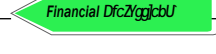

Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

FOR FL RESIDENTS ONLY

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE TO OK and PA RESIDENTS ONLY

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Applicant Signature		_____	Typed or Printed Applicant Name
Date	_____	_____	Title (Trustee, If Applicable)
Signature of Licensed Agent		_____	Printed Name of Licensed Agent License ID No.
Signature of Licensed Agent		_____	Printed Name of Licensed Agent License ID No.
Signature of Licensed Agent		_____	Printed Name of Licensed Agent License ID No.
Signature of Licensed Agent		_____	Printed Name of Licensed Agent License ID No.

In consideration of the Application for this Contract made by

Nationwide Trust Company, FSB as Custodian for Magnolia Public Schools 403(b) Plan
(The Contractholder)

and of the payment of Deposits as provided, the Company agrees to pay, in accordance with and subject to the terms and conditions of this Contract, the benefits set forth with respect to each Participant.

Effective Date of Contract: August 1, 2023

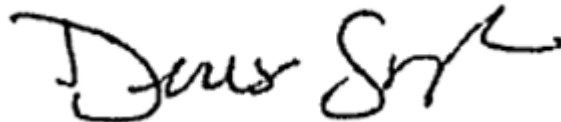
Issue Date of Contract: August 7, 2023

Jurisdiction: California

In witness whereof the Company has caused this Contract to be executed and duly attested on the Issue Date shown above.



President



Secretary

Attest: _____

GROUP ANNUITY CONTRACT NO. GA-P N/A

**GUARANTEED FUND
FIXED DOLLAR ANNUITIES ONLY**

**NON-PARTICIPATING
ANNUAL APPLICATION OF EXPERIENCE RATING PLAN**

APO-2242

FIXED

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APPLICATION FOR AND ACCEPTANCE OF GROUP ANNUITY CONTRACT

FIXED

CONTRACT SUMMARY PAGE

GA-P N/A

Administration Charge: None.

Book Value Exchange Limit: 20% of the Guaranteed Fund.

Book Value Transfer Limit: 20% of the Guaranteed Fund on the Transfer Date.

Companion Contract(s): N/A

Contingent Deferred Sales Charge:		Deferred Sales Charge Percentage
	<u>Contract Year</u>	
	1	0.00%
	2	0.00%
	3	0.00%
	4	0.00%
	5	0.00%
	Thereafter	0.00%

The Contingent Deferred Sales Charge Percentage shall be applied to withdrawals from the Guaranteed Fund as provided in this Contract.

Contract Anniversary: To Be Determined based on first Deposit/Transfer.

Contract Charge: None.

Creditable Percentage: 100%

Crediting Deposits: Each Deposit, as described in Article III, will be credited to the Guaranteed Fund no later than the third Business Day following receipt.

Interest Rate:		
	<u>Contract Year</u>	<u>Rate</u>
	1	1.60%
	2	0.10% (minimum)

Maximum Annual Deposit: \$1,000,000

Plan: Magnolia Public Schools 403(b) Plan.

Processing Exchanges: Exchanges, as described in Article IV, will be made within three Business Days following receipt of the Contractholder's written request.

CONTRACT SUMMARY PAGE

GA-P N/A

Processing Annuity Purchases:	Annuity Purchases, as described in Article V, will be made within 15 Business Days following receipt of the Contractholder's written request.
Processing Cash Payments:	Cash Payments, as described in Article V , will be made within five Business Days following receipt of the Contractholder's written request.
Processing Payments Upon Plan Termination or Reduction in Number of Participants:	Benefit Payments to each affected Participant, as described in Article VII, will be made within 30 calendar days following receipt of the Contractholder's written request.
Processing Transfers:	The Transfer Date, as described in Article VIII, will not be more than 120 calendar days following receipt of the Contractholder's written request.
Purchase Rate Basis:	1983 Table A (Male), with Annuitant ages set back 10 years and survivor Annuitant ages set back 5 years; 3.0% interest; and 4.0% loading.
Percentage Reduction in Number of Participants as defined in Section 1.15:	15%

ARTICLE I - DEFINITIONS

- 1.1 ANNUITANT** - a person receiving an Annuity.
- 1.2 ANNUITY** - any benefit in the form of a series of payments due in accordance with the Plan, payable under this Contract.
- 1.3 BENEFIT PAYMENT** - a distribution that is permitted by the Plan on behalf of a Participant.
- 1.4 BUSINESS DAY** - - each day that the Company's Home Office and the applicable financial institutions for purposes of processing financial transactions are open for business. All requests for transactions that are received after 1:00 p.m. Columbus, Ohio time will be considered to be received on the next Business Day.
- 1.5 CASH PAYMENT** - a form of Benefit Payment other than an Annuity purchased under this Contract.
- 1.6 CONTRACT YEAR** - a period beginning on the Effective Date or on any Contract Anniversary and ending on the day immediately preceding the next following Contract Anniversary.
- 1.7 EMPLOYER** - - any organization reported to the Company by the Contractholder for inclusion under this Contract, some or all of whose employees are covered under the Plan.
- 1.8 FIXED INVESTMENT** - an investment which guarantees principal and/or interest, a money market fund, or any other investment which could contain more than 50% short term debt securities. An investment which could contain more than 50% short term debt securities available under a Companion Contract will not be considered a Fixed Investment, excluding a money market fund. Instruments which provide for a guarantee of principal upon withdrawal include but are not limited to group annuities and individual annuities which are invested in an insurer's general account, guaranteed investment contracts, bank certificates of deposit, and any other investment determined to be a Fixed Investment by the Company on the Effective Date or the date on which Investment Options are added to the Plan.
- 1.9 FUNDING SUCCESSOR** - - the Plan's and successor plan's trustee and any financial institution providing an Investment Option to the Plan.
- 1.10 INVESTMENT OPTION** - a fund offered by the Plan, composed of one or more investments and which is available for independent selection by the participant.

**ARTICLE I - DEFINITIONS
(Continued)**

- 1.11 OFFICERS** - as defined in Section 416 of the Internal Revenue Code and Regulations. If an individual is considered to be an Officer at any time during the term of this Contract, the individual will always be considered as such for purposes of this Contract.
- 1.12 OWNERS** - as defined in Section 416 of the Internal Revenue Code and Regulations. For purposes of this Contract, an Owner is defined as a 10% owner. If an individual is considered to be an Owner at any time during the term of this Contract, the individual will always be considered as such for purposes of this Contract.
- 1.13 PARTICIPANT** - a person for whom benefits are to be provided under this Contract, in accordance with the Plan, as reported by the Contractholder.
- 1.14 PRO RATA WITHDRAWALS** - withdrawals from this Contract will be made from each Sub-Fund of the Guaranteed Fund in proportion to the amount of each Sub-Fund to the amount of the Guaranteed Fund. Withdrawals from this Contract will be made from the Guaranteed Fund in proportion to the amount of the Guaranteed Fund to the amount of the Guaranteed Fund plus all other Fixed Investments which are a part of the same Investment Option.
- If the Contractholder has Plan investment authority, withdrawals from this Contract will be made from each Sub-Fund of the Guaranteed Fund in proportion to the amount of each Sub-Fund to the amount of the Guaranteed Fund. Withdrawals from this Contract will be made from the Guaranteed Fund in proportion to the amount of the Guaranteed Fund to the amount of the Guaranteed Fund plus the amount of total Plan assets.
- 1.15 REDUCTION IN NUMBER OF PARTICIPANTS** - any reduction of more than the percentage, as set forth on the Contract Summary Page, of the number of Participants under the Plan since the Effective Date of the Contract which is the result of any change in the Plan or action taken by the Employer.
- 1.16 SUB-FUND** - a portion of the Guaranteed Fund to which separate guarantees or other contractual provisions apply.

ARTICLE II - GUARANTEED FUND**2.1 GUARANTEED FUND**

The Company shall establish and maintain a Guaranteed Fund. The Company shall provide to the Contractholder an annual accounting of all financial transactions occurring with respect to this Contract.

2.2 AMOUNT OF GUARANTEED FUND

The amount of the Guaranteed Fund at any time will be equal to the total of the Deposits credited in accordance with Article III, plus any amounts exchanged in accordance with Section 4.2, plus interest as provided in Section 2.3, less any withdrawals made from the Guaranteed Fund in accordance with Articles IV, V, VI, VII, and VIII.

2.3 INTEREST CREDITS

Subject to the provisions of Sections 8.4 and 9.1, during each Contract Year, the Guaranteed Fund will be credited with daily interest at an effective annual rate of interest equal to the Interest Rate set forth on the Contract Summary Page.

In computing the amount of interest to be credited to the Guaranteed Fund, the Company will use the first day following the date amounts are credited to the Guaranteed Fund through the actual date on which withdrawals are made from the Guaranteed Fund.

ARTICLE III - DEPOSITS

3.1 DEPOSITS

The Contractholder may make Deposits to the Company in such amount as may be determined by the Contractholder. Unless otherwise agreed to in writing by the Company, the Maximum Annual Deposit which may be paid during a Contract Year shall not exceed the amount set forth on the Contract Summary Page.

3.2 CREDITING OF DEPOSITS

Each Deposit, multiplied by the Creditable Percentage set forth on the Contract Summary Page, will be credited to the Guaranteed Fund as described in the Crediting Deposits provision set forth on the Contract Summary Page.

ARTICLE IV - EXCHANGES**4.1 EXCHANGE TO A COMPANION CONTRACT**

The Contractholder may exchange amounts from the Guaranteed Fund to a Companion Contract subject to the following limitations. Exchanges may not exceed the Book Value Exchange Limit, set forth on the Contract Summary Page, on the exchange date less any amounts exchanged during the one-year period ending on the exchange date.

Exchanges shall be made on a Pro Rata Withdrawal basis from all Sub-Funds under this Contract. Exchanges shall be completed as described in the Processing Exchanges provision set forth on the Contract Summary Page.

Exchanges shall be made by withdrawing 100% of the amount to be exchanged from the Guaranteed Fund and crediting the amount to the Companion Contract.

This Section 4.1 will become inoperative on and after the Company's receipt of the Contractholder's direction to make a transfer payment in accordance with Article VIII.

4.2 EXCHANGES FROM A COMPANION CONTRACT

The Contractholder may exchange amounts into this Contract from a Companion Contract. Limitations may be imposed by the Companion Contract.

ARTICLE V - PAYMENT OF BENEFITS**5.1 BENEFIT PAYMENTS**

Subject to the other provisions of this Contract, upon written notice from the Contractholder, the Company shall purchase Annuities or make Cash Payments in such manner and amounts specified by the Contractholder. The Contractholder may request any one of the following Annuity forms on behalf of a Participant:

- (a) Straight Life Form - This form of Annuity provides payments during the lifetime of the Annuitant. Payments will end with the last payment made on or preceding the Annuitant's date of death.
- (b) Joint and Survivor Form - This form of Annuity provides periodic payments during the joint lifetime of the Annuitant and the survivor Annuitant. Periodic payments to the Annuitant will end with the last periodic payment made pre-ceeding the Annuitant's death. Upon the Annuitant's death, periodic payments in the amount of 50%, 66 2/3%, 75%, or 100% (as elected by the Annuitant) of the periodic payments payable to the Annuitant, will be continued to the survivor Annuitant, if living. Periodic payments will terminate with the last periodic payment made preceding the later of the date of death of the Annuitant and the survivor Annuitant.
- (c) Life With Period Certain Form - This form of Annuity provides payments during the lifetime of the Annuitant. If the death of the Annuitant occurs before the Annuitant has received the specified number of payments (as elected by the Annuitant), the payments remaining will be paid to a Beneficiary designated by the Annuitant. If no Beneficiary has been designated or if the death of the designated Beneficiary occurs before the Annuitant and Beneficiary have received the total number of payments due, the commuted value of the payments remaining will be paid in a single sum. Such payment will be paid to the estate of the last to die of the Annuitant and the designated Beneficiary.

Annuity purchases and Cash Payments may be made on any form mutually agree-able between the Company and the Contractholder, in accordance with the provi-sions of the Plan. The Company will purchase the Annuity or provide the Cash Payment as described in the Processing Annuity Purchases and Processing Cash Payments provisions set forth on the Contract Summary Page.

ARTICLE V - PAYMENT OF BENEFITS
(Continued)

5.2 PURCHASE AND AMOUNT OF ANNUITY

The Company will purchase an Annuity by withdrawing the amount to be applied to purchase the Annuity from the Guaranteed Fund.

The amount of the Annuity will be determined by dividing the amount withdrawn, less the amount of state premium tax, if any, by the appropriate purchase rate, which may not be less favorable than the purchase rate determined in accordance with the Purchase Rate Basis set forth on the Contract Summary Page.

If the withdrawal requested plus any applicable expense charges and taxes exceed the amount of the Guaranteed Fund, the amount of the Annuity will be limited to that which can be purchased by the amount of the Guaranteed Fund remaining after with-drawal of any tax or charges specified in Article VI.

5.3 SMALL ANNUITIES

If the amount to be applied to purchase an Annuity is less than \$3,500, the Company may, instead of purchasing an Annuity, make a Cash Payment to the Participant, Beneficiary, or Contractholder. The Cash Payment will be equal to the amount to be applied, less any tax or charges specified in Article VI.

DC

ARTICLE V - PAYMENT OF BENEFITS (Continued)

5.4 FACILITY OF PAYMENT

If any Annuitant is, in the judgment of the Company, legally, physically, or mentally incapable of personally receiving any payment due under this Contract, the Company may make payment or any part thereof to another person, persons, or institutions who, in the opinion of the Company, are then maintaining or have custody of the Annuitant, until claim is made by the duly appointed guardian or other legal representative of the Annuitant. The payment shall constitute a full discharge of the liability of the Company to the extent thereof. Upon notice to the Company of the appointment of a legal guardian or other legal representative, the Company will pay amounts only to the guardian or other legal representative.

5.5 MISSTATEMENTS AND ADJUSTMENTS

If the age or any other relevant fact relating to any Annuitant is found to have been misstated, the amount of Annuity payments payable by the Company will be adjusted, unless some other adjustment, satisfactory to the Contractholder and the Company is made. The amount of the adjustment will be made on the basis of the corrected information. The adjustment will be made without changing the date of the first payment. Any adjustment made shall be conclusive on any person affected by the adjustment. The dollar amount of any underpayment made by the Company will be paid in full with the next payment due. The dollar amount of any overpayment by the Company will be deducted to the extent possible from the next payment or payments.

5.6 CASH PAYMENTS OR LOANS

The Contractholder may notify the Company in writing that a Cash Payment or loan has become payable, in accordance with the Plan. The Company shall withdraw on a Pro Rata Withdrawal basis the amount payable from the Guaranteed Fund, and shall pay the amount withdrawn to the Participant, Beneficiary, or Contractholder (if a trust), less taxes and applicable charges, in accordance with Article VI. If the Plan provides for employee-directed investments and this Contract is the only investment of the Investment Option, the Pro Rata Withdrawal provision will apply only to Sub-Funds under this Contract. If the Cash Payment results from a termination of the Plan or Reduction in Number of Participants, the amount payable to each affected Participant or to the Contractholder shall be made in accordance with Section 7.1. No loans shall be made after the Transfer Date specified in Article VIII. This Section shall not apply to any payment made for the purpose of reinvestment in accordance with the Plan without the approval of the Company.

**ARTICLE V - PAYMENT OF BENEFITS
(Continued)**

5.6 CASH PAYMENTS OR LOANS (Continued)

If the amount to be withdrawn for the payment of a Cash Payment or loan exceeds the value of the Guaranteed Fund, the payment will be limited to the dollar amount in the Guaranteed Fund less taxes and applicable charges.

ARTICLE VI - CHARGES**6.1 ADMINISTRATION CHARGE**

In the event that an Administration Charge is due, as set forth on the Contract Summary Page, the Company shall withdraw the amount of the charge from the Guaranteed Fund.

6.2 CONTRACT CHARGE

In the event that a Contract Charge is due, as set forth on the Contract Summary Page, the Company shall withdraw the amount of the charge from the Guaranteed Fund.

6.3 CONTINGENT DEFERRED SALES CHARGE

The Contingent Deferred Sales Charge Percentage, set forth on the Contract Summary Page, will be applied to reduce the following:

dollar amount of a transfer to a Funding Successor;

Cash Payments to Officers and Owners for in-service with-drawals (except loans, financial hardships of \$50,000 or less taken at least 12 months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition, or upon severance of employment or retirement;

outstanding loan balances of Officers and Owners upon payment of a Cash Payment on or after severance of employment;

Cash Payments resulting from a termination of a Plan or Reduction in Number of Participants.

6.4 OTHER EXPENSE CHARGES

For services rendered at the written request of the Contractholder, the Company shall withdraw from the Guaranteed Fund amounts sufficient to reimburse itself for expenses. The amounts shall be determined by the Company in a manner consistent with its general practices for contracts of this class for services it renders with respect to the Plan or Contract.

**ARTICLE VI - CHARGES
(Continued)****6.5 OTHER EXPENSE WITHDRAWALS**

The Contractholder may notify the Company in writing that the Plan has incurred an expense and may direct that the amount be paid from the Guaranteed Fund. The Company shall withdraw the amount from the Fund and shall pay the amount to the person or entity specified in the notice.

6.6 PAYMENT OF CHARGES

With the agreement of the Company, the Contractholder may elect to pay any charge in accordance with Sections 6.1, 6.2, or 6.4 directly to the Company. In this event, the Company shall notify the Contractholder of the amount of such charge, as of the date such charge would otherwise have been withdrawn from the Guaranteed Fund. If payment of such charge is not received by the Company within thirty-one (31) days after the date of the notice, the amount thereof shall be withdrawn from the Guaranteed Fund.

6.7 PREMIUM TAX

The Company shall withdraw from the Guaranteed Fund the amount of any premium tax levied by a state or other government entity in addition to the taxes referred to in Section 5.2.

**ARTICLE VII - PAYMENTS UPON TERMINATION OF PLAN - CONTRACT
OR REDUCTION IN NUMBER OF PARTICIPANTS****7.1 PAYMENTS UPON TERMINATION OF PLAN OR REDUCTION IN NUMBER
OF PARTICIPANTS**

In the event that the Contractholder requests a payment from the Contract due to Plan termination, merger of the Plan, or Reduction in Number of Participants, the Contractholder shall give written direction to the Company, in accordance with Section 9.3, to make payments in one of the following manners:

- (a) purchase an Annuity for each affected Participant;
- (b) use all or a portion of the Guaranteed Fund to make Cash Payments to each affected Participant in accordance with Section 5.6. In this event, the Company will pay the market value of the amount withdrawn, less taxes and applicable charges in accordance with Article VI. The market value of the amount withdrawn is equal to the amount withdrawn, increased or decreased by the Market Value Adjustment. The Market Value Adjustment is determined by the Company in accordance with uniform procedures applicable to all contracts of this class;
- (c) use all or a portion of the Guaranteed Fund to make payment to a Funding Successor, in accordance with Section 8.3.

Payments will be made as described in the Processing Payments Upon Plan Termination or Reduction in Number of Participants provision set forth on the Contract Summary Page.

If any amount remains in the Guaranteed Fund after all liabilities of the Plan have been satisfied, the Company will pay the amount to the Contractholder in accordance with Section 8.3. Experience Rate Credits which would otherwise be credited after the Plan is terminated and after the Guaranteed Fund has been exhausted, will be paid to the Contractholder in cash.

**ARTICLE VII - PAYMENTS UPON TERMINATION OF PLAN - CONTRACT
OR REDUCTION IN NUMBER OF PARTICIPANTS
(Continued)**

7.2 TERMINATION OF CONTRACT

This Contract shall terminate on the date coinciding with:

- (a) the day the Guaranteed Fund is exhausted by withdrawals, or
- (b) the day no further Annuity payments are payable hereunder,

whichever occurs later.

ARTICLE VIII - TRANSFERS**8.1 NOTICE OF TRANSFER AND TRANSFER PAYMENTS**

The Contractholder may, at any time, give written direction to the Company to make one or more withdrawals from the Guaranteed Fund to provide transfer payments to a Funding Successor.

The first Guaranteed Fund withdrawal will be made on a Transfer Date as described in the Processing Transfers provision set forth on the Contract Summary Page.

8.2 GUARANTEED FUND WITHDRAWALS AND TRANSFER PAYMENTS

The Company will make annual withdrawals from the Guaranteed Fund beginning on the Transfer Date and continuing on each anniversary thereof until the Fund is exhausted. The first withdrawal will be equal to the Book Value Transfer Limit reduced by the sum of (a) any amounts exchanged from the Guaranteed Fund to a Companion Contract during the twelve-month period immediately preceding the withdrawal and (b) any amounts withdrawn from the Guaranteed Fund to make Cash Payments during the twelve-month period immediately preceding the withdrawal. Subsequent withdrawals will be equal to the Book Value Transfer Limit reduced by any amounts withdrawn from the Guaranteed Fund to make Cash Payments during the twelve-month period immediately preceding the withdrawal.

Instead of annual withdrawals, the Company may, at its option, make monthly withdrawals in an amount equal to one-twelfth of the annual amounts as described in the paragraph above. The Company may, at any time after the Transfer Date, withdraw the balance of the Guaranteed Fund. In this event, the Contingent Deferred Sales Charge, if any, shall be waived

Each time a withdrawal is made from the Guaranteed Fund, in accordance with this Section, the Company shall make a transfer payment to the Funding Successor in the amount of the withdrawal less taxes and applicable charges in accordance with Article VI.

8.3 ALTERNATIVE GUARANTEED FUND WITHDRAWAL AND TRANSFER PAYMENT

Instead of the withdrawals and transfer payments provided in Section 8.2, the Contractholder may direct the Company to withdraw all of the Guaranteed Fund on the Transfer Date.

ARTICLE VIII - TRANSFERS**8.3 ALTERNATIVE GUARANTEED FUND WITHDRAWAL AND TRANSFER PAYMENT****(Continued)**

In this event, the Company shall make a transfer payment to the Funding Successor equal to the market value of such amount. The market value of the withdrawal is equal to the amount withdrawn, increased or decreased by the Market Value Adjustment. The Market Value Adjustment is determined by the Company in accordance with uniform procedures applicable to all contracts of this class. The transfer payment shall be reduced by taxes and applicable charges in accordance with Article VI.

Upon receipt of written request, the Company shall furnish the Market Value Adjustment formula to the Contractholder.

8.4 INTEREST AFTER TRANSFER DATE

On the Transfer Date, Section 2.3 will become inoperative. During each Contract Year thereafter, the Guaranteed Fund will be credited daily with an effective annual rate of interest equal to (a) minus (b) where:

- (a) is three times the Interest Rate last in effect; and
- (b) is two times the market interest rate available to the Company on investments for this class of contracts on the date that notice of transfer is received by the Company.

For purposes of this Section, the Interest Rate will be the current rate or the rate in effect thirty (30) days prior to the date that notice of transfer is received, whichever is greater.

In the event there are multiple Sub-Funds, an average Interest Rate will be determined by multiplying the amount of each Sub-Fund as of the Transfer Date by the Interest Rate, summing these amounts, and dividing this sum by the amount of the Guaranteed Fund as of the Transfer Date.

Upon receipt of written request, the Company shall furnish an explanation of the formula described in (a) and (b) and of the bond index used to forecast the interest rate described in (b).

ARTICLE IX - GENERAL PROVISIONS**9.1 GUARANTEES AND CHANGE OF CONTRACT**

The Company guarantees that the Contingent Deferred Sales Charge Percentage set forth on the Contract Summary Page will not be changed during the term of this Contract.

The Company guarantees that the Interest Rate will not be changed before the end of the period for which the Interest Rate is set forth on the Contract Summary Page. Prior to the expiration of the guarantee, the Company shall provide written notice to the Contractholder of the new interest rate.

The Company guarantees to credit interest to the Guaranteed Fund in accordance with the formula described in Section 8.4 during the transfer payment period.

The Company reserves the right to change all other provisions of this Contract as of the second Contract Anniversary, and at any time thereafter, by giving notice to the Contractholder not less than ninety (90) days before the effective date of the change.

Any portion of this Contract added or changed will be guaranteed by the Company for one year against subsequent change.

Notwithstanding the other provisions of this Section, the Company may amend the Contract when, in the opinion of the Company, an amendment is necessary to protect the Company from adverse financial impact due to any amendment to or modification of the Plan, changes in the administrative practices adhered to by the Plan, changes in Investment Options offered by the Plan, or the action of any legislative, judiciary, or regulatory body, which impact the Contract.

This Contract may also be changed in any respect, at any time, by written agreement between the Contractholder and the Company.

No change will adversely affect the rights of any Participant with respect to an Annuity purchased before the effective date of the change unless:

- (a) the change is required by a governmental agency, or
- (b) the consent of each Participant in interest is obtained.

ARTICLE IX - GENERAL PROVISIONS (Continued)

9.1 GUARANTEES AND CHANGE OF CONTRACT (Continued)

No agent or other person except an officer of the Company or other Home Office official to whom authority has been delegated has authority to change this Contract, to extend the times for payment of Deposits, to waive any charges, or to bind the Company by making any promise, representation or by giving any information. Any change, extension, waiver, promise, or representation shall not be construed as authority, or act as a precedent, for the same or similar act performed by the Company on another occasion.

9.2 CONTRACTHOLDER

The Contractholder shall be the representative under this Contract of each Employer. The Contractholder may appoint an authorized representative. The authorized representative must be mutually agreeable to both the Company and the Contractholder. The Company will deal only with the Contractholder or its authorized representative. The Company shall be entitled to rely on any action taken or omitted by the Contractholder or its authorized representative pursuant to the terms of this Contract. For purposes of this Article, Contractholder shall mean the Contractholder or its authorized representative.

9.3 COMMUNICATION AND NOTIFICATION

All communications to the Contractholder or to the Company, as required under this Contract, shall be in writing. The written communication shall be addressed to the Contractholder at its principal office or to the Company at its Home Office. The Contractholder shall notify the Company of the following events thirty (30) days prior to the effective date of the event:

- (a) amendment or modification of the Plan;
- (b) change in the administrative practices adhered to by the Plan;
- (c) change in the Investment Options offered by the Plan;
- (d) Reduction in Number of Participants;
- (e) Plan termination; or
- (f) merger with another Plan for all or a class of Participants.

The Contractholder shall notify the Company of a merger, consolidation, or reorganization by the Employer within thirty (30) days after the effective date of the event.

ARTICLE IX - GENERAL PROVISIONS (Continued)

9.4 PLACE OF PAYMENT--CURRENCY

All Deposits and other amounts payable by the Contractholder shall be payable to the Company at its Home Office. All payments by the Company under this Contract shall be payable at its Home Office, except where payment at any other place is required by an applicable law.

All monies payable under this Contract, whether to or by the Company, shall be in lawful money of the United States of America.

9.5 CERTIFICATES

The Company will issue an Annuity certificate to each person for whom an Annuity is purchased under this Contract as of the date the first payment is made. In addition, if any applicable law requires, the Company will issue a descriptive certificate to the Contractholder for delivery to each Participant. Each descriptive certificate will describe the benefits to which the person or Participant is entitled under this Contract.

9.6 BENEFICIARY--SETTLEMENT OPTIONS

If this Contract provides for payment of any amount or amounts after the death of an Annuitant to a person other than a survivor Annuitant, payment shall be made to a Beneficiary designated by such Annuitant. An Annuitant may change a Beneficiary previously designated.

Any designation or change shall be made by filing a request with the Company on a form satisfactory to it, and shall become effective when entered upon the records of the Company. After any such designation or change is entered, it shall relate back and take effect as of the date of the request, but without prejudice to the Company on account of any payments made by it before receipt of such request.

The interest of any Beneficiary shall cease upon death, unless the Annuitant has directed otherwise. If there is no designated Beneficiary to receive any amount which becomes payable to a Beneficiary, the amount shall be payable to the estate of the last to die of the Annuitant and the Beneficiary.

The Company, in determining the existence, ages, or any other facts relating to any persons designated as Beneficiaries, either as a class or otherwise, may rely solely on any affidavit or other evidence deemed satisfactory by it, and each and every payment made by it in reliance thereon will, to the extent of such payment, be a valid discharge of its obligation under this Contract.

ARTICLE IX - GENERAL PROVISIONS (Continued)

9.6 BENEFICIARY--SETTLEMENT OPTIONS (Continued)

If any payments other than a single sum become payable to one or more Beneficiaries, and if the monthly amount of the payments payable to any Beneficiary is less than \$20, or if the Beneficiary is other than a natural person receiving payments in its own right, the Company may, instead of making the payments, pay the commuted value thereof in full settlement of its liability for such payments.

If at any time the amount that would be payable in a single sum to the Beneficiary, if such Annuitant were to die at that time, exceeds \$3,500, the Annuitant and the Company may arrange, by mutual agreement, a mode of settlement other than payment in a single sum. If no mode of settlement has been arranged before the death of an Annuitant, the Beneficiary and the Company may then mutually agree upon a mode of settlement for the benefit of the Beneficiary other than payment in a single sum.

9.7 EXPERIENCE RATE CREDITS

This Contract will be experience rated each calendar year by application of the Company's experience rating plan in force during such year. Any experience rate credit which may arise through such application will be credited to the Guaranteed Fund, except as provided in Section 7.1.

9.8 ASSIGNMENT

Except insofar as may be contrary to any applicable laws, all Benefit Payments under this Contract are not assignable and are not subject to the claims of any creditor.

9.9 INFORMATION--RECORDS

The Contractholder shall furnish all information which the Company may reasonably require for the administration of this Contract. If the Contractholder cannot furnish this information, the Company may request the person concerned to furnish such information. The Company will not be liable for the fulfillment of any obligations until it receives all requested information in a form satisfactory to it.

**ARTICLE IX - GENERAL PROVISIONS
(Continued)**

9.10 ENTIRE CONTRACT--CONSTRUCTION

This document, together with the attached Application, constitute the entire Contract.

This Contract will be construed according to the laws of the jurisdiction set forth on the cover page of this document.

**NATIONWIDE LIFE INSURANCE COMPANY
10 W NATIONWIDE BLVD
COLUMBUS, OH 43215**

Endorsement

To Group Fixed Annuity Contract

This Endorsement is made part of the Contract to which it is attached. This Endorsement replaces all prior Endorsements to the Contract as they relate to the Minimum Nonforfeiture Value(s) and Minimum Nonforfeiture Rate(s). To the extent any provision or term in this Endorsement is inconsistent or conflicts with a provision or term in the Contract, the provision or term in the Endorsement shall control. Non-defined terms shall have the meaning given to them in the Contract.

The terms and conditions of this endorsement only apply to Contracts issued to fund 403(b) plans or 457 deferred compensation plans.

The Contract is hereby amended with the addition of the following.

Article I - Definitions

The following definitions are added to the Contract:

Minimum Annual Interest Rate(s) - The minimum guaranteed interest rate(s) to be credited to the Guaranteed Fund. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated using the monthly 5-year Constant Maturity Treasury rate for the first month of the calendar quarter preceding the calendar quarter which includes the Issue Date of Contract or the Redetermination Date, rounded to the nearest 0.05%, minus 1.25%.

Redetermination Date - The date, every Contract Anniversary following the Issue Date of Contract, the Minimum Annual Interest Rate is recalculated.

Article II – Guaranteed Fund

The following is added to Section 2.3 (Interest Credits) of the Contract:

The interest rate credited to the Guaranteed Fund will be at least the Minimum Annual Interest Rate.

Article VII - Payments Upon Termination of Plan - Contract or Reduction in Number of Participants

The following is added to Section 7.2 (Termination of Contract) of the Contract:

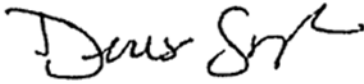
In no case shall the amounts paid under this section that are subject to a market value adjustment be less than the account value of the Guaranteed Fund.

Article VIII - Transfers

The following is added to Section 8.3 (Alternative Guaranteed Fund Withdrawal and Transfer Payment) of the Contract:

In no case shall the transfer payment to the Funding Successor be less than the account value of the Guaranteed Fund.

Executed for Nationwide by:



Secretary



President



Nationwide Investment Advisors, LLC

Nationwide ProAccount®- Plan Sponsor Agreement (“Agreement”)

Plan: Magnolia Public Schools 403(b) Plan (the “Plan”)

Plan Sponsor: Magnolia Public Schools (the “Plan Sponsor”)

The foregoing Plan Sponsor has entered into a Group Annuity Contract with Nationwide Life Insurance Company (“Nationwide Life”) or a Program Agreement with Nationwide Trust Company, FSB (“Nationwide Trust”) to make available a number of investment options for inclusion in the Plan (collectively, the “Nationwide Retirement Program”). Nationwide Investment Advisors, LLC (“NIA”), is an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission (“SEC”) under the Investment Adviser’s Act of 1940 (“Advisers Act”) and an affiliate of Nationwide Trust and Nationwide Life. On behalf of the Plan, the Plan Sponsor desires to appoint NIA as an authorized provider of investment advisory services to eligible participants in the Plan (“Plan Participants”) who desire those services for their self-directed retirement plan accounts within the Plan (each a “Plan Participant Account” and collectively, the “Plan Participant Accounts”). NIA offers Plan Participant level investment advisory services (“ProAccount”) through an investment process developed and maintained by an independent financial expert (“IFE”) selected and retained by NIA. To participate in ProAccount, Plan Participants must enter into an investment advisory agreement with NIA and complete the ProAccount Acknowledgment and Questionnaire.

On behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through ProAccount to those eligible Plan Participants who choose to enter into an investment advisory agreement with NIA.

The Plan Sponsor hereby authorizes each such Plan Participant’s self-direction of their Plan Participant Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA.

The Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan (“Plan Documents”) and that the investments and investment strategies proposed by NIA through ProAccount are consistent with the Investment Policy of the Plan. The Plan Sponsor acknowledges that NIA, Nationwide Life, and Nationwide Trust are affiliates;

In consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this appointment, subject to the terms and conditions of this Agreement. NIA’s authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement.

II. DESCRIPTION OF PROACCOUNT

Under ProAccount, the IFE develops and maintains managed account portfolios (“Portfolios”) based on the investment options offered through the Nationwide Retirement Program. In order for a Plan Participant’s assets to be eligible for management under ProAccount, they must be invested

in mutual funds, variable insurance sub-accounts, certain fixed group annuity contracts, stable value accounts or other eligible investments as determined by the IFE at the time a Plan Participant is enrolled in ProAccount (“ProAccount Investments”). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. In the event Investments chosen by the IFE for ProAccount are not offered through the Plan, you hereby authorize and direct NIA to add such Investments, to the extent directed by the IFE, as investment options for those Plan Participants who have elected ProAccount. In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and participant allocations to certain fixed group annuity contracts (collectively, “Non-ProAccount Investments”), which will not be considered by the IFE in its development of Portfolios. Consistent with the Department of Labor’s guidance on the requirements of Qualified Default Investment Alternatives under the Pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

If you have directed ProAccount to be the QDIA/default investment alternative, participant contributions and any existing balances eligible for ProAccount will be placed in a moderate risk portfolio based on the participants’ age. When used as a QDIA/default, ProAccount may have limited participant information. However, participants can choose to affirmatively select ProAccount and provide additional information to allow for a more individualized risk-tolerance analysis.

The Plan Sponsor hereby acknowledges that any employer-directed assets, Non-ProAccount Investments, or assets held in self-directed brokerage accounts are not eligible for inclusion in ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan Sponsor.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants in connection with ProAccount is limited to the advice provided with respect to the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement, in its sole discretion.

By allowing ProAccount to be offered to the Plan, you are naming NIA as an authorized provider of Plan Participant level investment advisory services to eligible Plan Participants who select ProAccount.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA’s rights or duties to the Plan or Plan Participants and acknowledges that such change will bind NIA only to the extent NIA has agreed in writing.

The Plan Sponsor represents that (1) NIA’s investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan; and (3) the Plan is operated, and NIA’s appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision

of services described in this Agreement). NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto. NIA will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and that each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Non-ProAccount Plan assets. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of ProAccount Investments.

V. ADVICE PROGRAM FEES

In consideration of ProAccount services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant an annual ProAccount fee of 0.60% ("ProAccount Fee"), as provided in the separately executed Schedule of Fees. The ProAccount Fee is in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of the applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts.

ProAccount may be offered to certain retirement plan participants through an arrangement with an endorser, which may provide non-advisory services in connection with ProAccount. The endorser is not authorized to make changes to this Agreement or provide investment advice on behalf of NIA. To the extent applicable, additional information about this arrangement is provided to Plan Participants in a separate Endorsement Disclosure Statement, a copy of which is attached to your separately executed Schedule of Fees.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment manager. The IFE's fees for services provided in connection with ProAccount are not based on the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, please consult the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY, AND RISK ACKNOWLEDGMENT

Indemnification and Limitation of Liability

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

The Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. But a delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent. If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

Risk Acknowledgment

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. Investing through ProAccount, does not guarantee a profit or eliminate market or investment risk. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of ProAccount Investments, either individually or collectively, is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA is based upon a number of factors, including the information you or Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the ProAccount Investments of Plan Participant Accounts and may not be applied to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information

about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. Each party acknowledges and agrees that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information.

The Plan Sponsor (1) acknowledges that it, or its Authorized Representative, is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or Plan Sponsor provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.

VIII. TERM OF AGREEMENT

This Agreement shall become effective upon acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. This Agreement shall continue until terminated by either party upon at least 30 days' advance written notice to the other. In the event NIA terminates its relationship with the current IFE and does not designate a successor IFE, this Agreement shall terminate upon written notice from NIA. This Agreement shall also automatically terminate upon the Plan's termination of its participation in the Nationwide Retirement Program. The Plan Sponsor understands that upon termination of this Agreement, the Plan Participant Accounts will remain invested in the ProAccount Investments last allocated by NIA until the Plan Participants initiate changes to those investment allocations.

IX. MISCELLANEOUS

Notices

Any notice, instruction and/or other communication contemplated by this Agreement must be in writing and delivered by U.S. mail, overnight courier, electronic, facsimile or other method agreed upon by the parties, in each case prepaid as applicable. All such communications shall be addressed to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
Attn: Nationwide ProAccount
PO Box 183192, Mail Stop 5-05-201J
Columbus, Ohio 43218-3192

Phone: 888-540-2896

Fax: 855-435-1863

Email: proacct@nationwide.com

Notices will be deemed given upon dispatch.

Disclosure Documents

As an SEC registered investment adviser, NIA provides its Privacy Policy and Form ADV Parts 2A and 2B ("Form ADV") before or at the time you enter into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains information about the advice the IFE will provide, and NIA will deliver, in addition to important information regarding the fees, risks and expenses associated with ProAccount.

The Plan Sponsor acknowledges having received and reviewed these documents upon entering into this Agreement and understand that a current version of Form ADV is available free of charge online at nationwide.com/proaccountadv or by calling Nationwide at 800-772-2182.

Entire Agreement; Amendment

This Agreement, together with all contemporaneous Exhibits, including the separately executed Schedule of Fees, constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the subject matter hereof. The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA. This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability and Risk Acknowledgment" and "Confidentiality", which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of laws provisions thereof. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the SEC or the Code, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has signed this Agreement as of the date set forth below.

Plan: Magnolia Public Schools 403(b) Plan

By: (signature)



Title:

Print Name:

Plan Address: 250 E 1st Street #1500
Los Angeles CA 90012

Plan Contact/Telephone: 213-628-3634

Date:



Fee Disclosure and Description Guide

Nationwide ProAccount®
Nationwide Investment Advisors, LLC
Page 1 of 1

This disclosure is intended to fulfill the 408(b)(2) requirements of the Employee Retirement Income Security Act of 1974.

Item: Services

Location: Section II of the Plan Sponsor Agreement

Description: Nationwide ProAccount (“ProAccount”) is a discretionary managed account service offered by Nationwide Investment Advisors, LLC (“NIA”) for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert. To participate in ProAccount, plan participants must enter into an investment advisory agreement with NIA and complete a ProAccount questionnaire.

Item: Status

Location: Section IV of the Plan Sponsor Agreement (Section V – Auto enrollment version only)

Description: NIA acknowledges that it is an “investment manager,” as defined by Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, (“ERISA”) and the Internal Revenue Code of 1986, as amended, (the “Code”) and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement).

Item: Direct Compensation

Location: Section V of the Plan Sponsor Agreement (Section VI – Auto enrollment version only)

Description: NIA receives an annual ProAccount fee of up to 1.00% (“ProAccount Fee”).

Item: Indirect Compensation

Location: N/A

Description: NIA does not receive indirect compensation in connection with ProAccount.

Item: Compensation Paid Among Related Parties

Location: N/A

Description: Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan’s investment.

Item: Compensation for Termination of Contract or Arrangement

Location: Section VIII of the Plan Sponsor Agreement – Termination (Section IX – Auto enrollment version only) Section V of the Plan Sponsor Agreement – Fee deduction (Section VI – Auto enrollment version only)

Description: There is no termination fee. If a plan participant terminates ProAccount mid-quarter, the prorated ProAccount Fee will be assessed and deducted up to the point of termination.

Item: Manner of Receipt of Compensation

Location: Section V of the Plan Sponsor Agreement (Section VI – Auto enrollment version only)

Description: The ProAccount Fee is calculated daily based on the plan participant’s daily balance and withdrawn quarterly in accordance with each plan participant’s investment advisory agreement with NIA.

This material is not a recommendation to buy, sell, hold, or rollover any asset, adopt an investment strategy, retain a specific investment manager or use a particular account type. It does not take into account the specific investment objectives, tax and financial condition or particular needs of any specific person. Investors should work with their financial professional to discuss their specific situation.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company. ©2023 Nationwide



Nationwide Investment Advisors, LLC
 Affiliated Funds / Schedule of Fees
 196-88933

Plan: Magnolia Public Schools 403(b) Plan (the "Plan")

Plan Sponsor: Magnolia Public Schools (the "Plan Sponsor")

This Schedule of Fees supplements the Plan Sponsor Agreement between the Plan and Nationwide Investment Advisors, LLC (the "Agreement"). Terms used in this Schedule of Fees and not defined herein will have the meanings ascribed to them in the Agreement.

Affiliated Funds

"Affiliated Funds" are mutual funds for which Nationwide Investment Advisors, LLC ("NIA") or an affiliate acts as an investment adviser. With respect to the investment of Plan Participant Accounts in Affiliated Funds, NIA represents that it will comply with the requirements of the Department of Labor's Advisory Opinion 2001-09A by utilizing managed account portfolios developed and maintained by an independent financial expert selected and retained by NIA. Nationwide Trust Company, FSB, and Nationwide Life Insurance Company neither endorse nor encourage the use of Affiliated Funds and have not undertaken any investment review or evaluation of any Affiliated Fund. The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Funds and approves the following fee structure for ProAccount.

ProAccount Fees

- With respect to the management of Plan Participant Accounts through ProAccount, including any investment in Affiliated Funds, the parties hereto acknowledge that the Plan Sponsor agrees to a total ProAccount Fee of **0.60% per annum**, payable to NIA. The ProAccount Fee shall be calculated daily based on the market value of each Plan Participant's ProAccount Investments and paid quarterly, in arrears, with adjustments made based on partial quarters.
- The parties further acknowledge that NIA and/or its affiliates will pay the administrator of record on the Plan **0% per annum** for administrative services in support of ProAccount. This fee is payable out of the ProAccount Fee, and neither the Plan Sponsor nor Plan Participants shall be separately responsible for its payment.

Magnolia Public Schools

National Benefit Services LLC

Signature

Plan Sponsor Signature

Signature

Administration Firm Signature

Print Name

Print Name

Title

Title

Date

Nationwide[®] Trust Company, FSB Disclosure Statement

The following disclosure is provided so that the Plan Sponsor may fully understand the financial interest of the Financial Advisor(s) in the sale of Nationwide[®] Life Insurance Company contracts and Nationwide[®] Trust Company, FSB programs and services to the Plan (herein referred to as the Transaction).

PART I DISCLOSURE

A. Name of Plan:

Magnolia Public Schools

B. Firm Name:

Securian Financial Services, Inc.

C. Name of Financial Advisor(s):

Joseph G Fay Jr.

D. Name of Administration Firm:

NATIONAL BENEFIT SERVICES, LLC

E. Program/Contract:

Nationwide Retirement Flexible Advantage
Retirement Advisor Fixed Contract

F. Affiliation of Financial Advisor(s) with Nationwide[®] Life Insurance Company and Nationwide[®] Trust Company, FSB:
None.

There are no limitations in the ability of the Financial Advisor(s) to recommend life and annuity contracts of other insurance companies by reason of any agreement with Nationwide[®] Insurance Company.



G. Commission paid to Financial Advisor(s):

Nationwide Retirement Flexible Advantage

<u>PROGRAM YEAR</u>	<u>ON ALL TRANSFERS</u>	<u>ON ALL NEW DEPOSITS</u>	<u>ON ALL ASSETS</u>
1	0.00%	0.00%	0.55%
2	0.00%	0.00%	0.55%
3	0.00%	0.00%	0.55%
4	0.00%	0.00%	0.55%
5	0.00%	0.00%	0.55%
6	0.00%	0.00%	0.55%
7	0.00%	0.00%	0.55%
8	0.00%	0.00%	0.55%
9	0.00%	0.00%	0.55%
10 and later	0.00%	0.00%	0.55%

Retirement Advisor Fixed Contract

<u>CONTRACT YEAR</u>	<u>ON ALL TRANSFERS</u>	<u>ON ALL NEW DEPOSITS</u>	<u>ON ALL ASSETS</u>
1	0.00%	0.00%	0.55%
2	0.00%	0.00%	0.55%
3	0.00%	0.00%	0.55%
4	0.00%	0.00%	0.55%
5	0.00%	0.00%	0.55%
6	0.00%	0.00%	0.55%
7	0.00%	0.00%	0.55%
8	0.00%	0.00%	0.55%
9	0.00%	0.00%	0.55%
10 and later	0.00%	0.00%	0.55%

H. Administrative Service Fee Paid to Administration Firm:

Nationwide Retirement Flexible Advantage
AND
Retirement Advisor Fixed Contract

<u>PROGRAM YEAR</u>		<u>ON ALL TRANSFERS[†]</u>	<u>ON ALL NEW DEPOSITS</u>	<u>ON ALL ASSETS</u>
1	On the first \$100,000	0.00%	0.00%	0.00%
	On the next \$650,000	0.00%	0.00%	0.00%
	On the next \$1,250,000	0.00%	0.00%	0.00%
	On the next \$3,000,000	0.00%	0.00%	0.00%
	On amounts over \$5,000,000	0.00%	0.00%	0.00%
2 and Later	On the first \$100,000	0.00%	0.00%	0.00%
	On the next \$650,000	0.00%	0.00%	0.00%
	On the next \$1,250,000	0.00%	0.00%	0.00%
	On the next \$3,000,000	0.00%	0.00%	0.00%
	On amounts over \$5,000,000	0.00%	0.00%	0.00%

[†] Transfers do not include internal transfers and therefore the payment schedule does not apply to these transactions.

Nationwide pays fees to the Administration Firm for performing certain administrative services which may include, but are not necessarily limited to; preparing proposals, assisting in the enrollment process, processing transactions, training Financial Advisor(s), and communicating with Plan Sponsors and/or Participants. These fees may be offset by certain fees paid by the Administration Firm to Nationwide.

I. Charges:

All Program and Contract charges are disclosed in the Contract proposal, in the Program Agreement and/or prospectus or Declaration of Trusts delivered to the Plan Sponsor.

Financial Advisor Signature	<i>Financial DfcZ/gg]cbU</i>	Date
Administration Firm Signature	<i>Administration Firm Signature</i>	Date

PART II ACKNOWLEDGEMENT AND APPROVAL BY PLAN SPONSOR

I acknowledge receipt of the above disclosure information, proposal, Program Agreement, prospectus and Declaration of Trusts, if any, prior to the approval and execution of the above Transaction. I have read and understand the information disclosed, and understand the compensation being paid to the Financial Advisor

and/or Administration Firm for their services provided to the Plan and have determined that the compensation being paid is reasonable.

I acknowledge receipt of the above disclosure information, proposal, Program Agreement, prospectus and Declaration of Trusts, if any, prior to the approval and execution of the above Transaction. I have read and understand the information disclosed, and understand the compensation being paid to the Financial Advisor for his/her services provided to the Plan and have determined that the compensation being paid is reasonable.

I am not affiliated with the Financial Advisor(s) or with Nationwide[®] Life Insurance Company or Nationwide[®] Trust Company, FSB. I will receive no compensation, directly or indirectly, in connection with the above Transaction.

I have authority to, and hereby approve the above Transaction, on behalf of the Plan.

_____  _____
Plan Sponsor Signature Date

Magnolia Public Schools

COMPENSATION PAGE: VARIABLE CONTRACT/PROGRAM COMPENSATION INFORMATION
Nationwide Retirement Flexible Advantage

Compensation					
Table Number	: 400	Table Type	: B9	Table Year of Entry	: 01
Add-On Trailer			: 0.55%		
Is an Expense Credit Applicable?			: N		

Compensation Share Information:	Commission <u>Share %</u>	Trailer <u>Share %</u>	Add-On Trailer <u>Share %</u>
Sales Representative			
Joseph G Fay Jr.	100%	100%	100%
Broker/Dealer Firm or Agency: Securian Financial Services, Inc.			

COMPENSATION PAGE: FIXED CONTRACT COMPENSATION INFORMATION
Retirement Advisor Fixed Contract

Compensation					
Table Number	: 400	Table Type	: B9	Table Year of Entry	: 01
Add-On Trailer			: 0.55%		
Is an Expense Credit Applicable?			: N		

Compensation Share Information:	Commission <u>Share %</u>	Trailer <u>Share %</u>	Add-On Trailer <u>Share %</u>
Sales Representative			
Joseph G Fay Jr.	100%	100%	100%
Broker/Dealer Firm or Agency: Securian Financial Services, Inc.			

All selected contracts/programs will be companioned.





Nationwide®

Plan Sponsor Questionnaire

Private Sector Operations

Page 1 of 2

Phone: 800-548-6436 • Fax: 877-634-0157 • nationwide.com

Plan information

Plan ID: _____ Plan Name: _____

Questionnaire

Have you had a face to face meeting with your financial professional?

 Yes No

If a face to face meeting has not occurred, please explain the relationship between you and your financial professional:

Fiduciary Responsibility:

Is there currently or has there ever been any pending litigation against one of the fiduciaries responsible for the Plan?

 Yes No

Has the Department of Labor noted any wrong doings or potential violations of any fiduciaries of the Plan?

 Yes No

Is there any information Nationwide should be aware of before they agree to serve as Trustee or Custodian of this Plan?

 Yes No

If Yes is indicated to any of the above Fiduciary questions, please briefly explain in the space below:

Payment Method

Payroll Information:

Payroll vendor: In House Other: _____

Payroll Frequency (if multiple schedules, select all that apply): Weekly Bi-Weekly Semi-Monthly Monthly

Next pay date: _____

HR Contact/Additional Contact:

Name: _____

Phone: _____ Email: _____

Please elect how you would like to fund contributions to Nationwide:

 Check Wire OR ACH*

*If electing ACH please complete the following information:

Bank Information and Authorization to set up ACH for contributions:

What you need to know

By signing this form (this "Authorization"), you, as Plan Sponsor and on behalf of the Plan, authorize Nationwide Mutual Insurance Company, Nationwide Trust Company, FSB, Nationwide Life Insurance Company, or any of its affiliates (collectively, "Nationwide") to initiate recurring debits to the Plan's bank account referenced below. This Authorization also allows Nationwide to make one or more deposits or withdrawals (via ACH debit and/or credit) to the Plan's bank account for any contribution, refund, credit, payment or other amount that may now or at any time be due or owed between the Plan and Nationwide. This Authorization will remain in effect until the Plan delivers written notice of revocation to Nationwide at least 15 days prior to the next authorized transaction's due date.

Plan ID: _____

Payment Method (cont.)

Acknowledgment and Agreement

Each of Nationwide and the Plan agrees to be bound by Nacha Operating Rules and acknowledges that the origination of ACH transactions to the account referenced below must comply with applicable U.S. law. If any ACH debit is rejected for Non-Sufficient Funds (NSF), the Plan agrees that Nationwide may, at its discretion, attempt to process the debit again within 30 days, and further agrees that Nationwide may process a one-time ACH debit for a NSF fee, in an amount permitted by law for each debit returned, each of which will be initiated as a separate ACH transaction to the Plan's same business bank account. Both parties agree this Authorization constitutes authorization to debit and credit Plan's bank account identified below, and the Plan agrees not to dispute any transactions with its bank provided said transaction conforms to the terms of this Authorization. The Plan certifies that the business bank account above is enabled for ACH transactions and agrees to reimburse Nationwide for all penalties and fees incurred should the Plan's bank reject ACH debits or credits as a result of the account not being properly configured for ACH transactions.

What you need to do

I authorize Nationwide to initiate ACH debits and credits to the bank account indicated below, provided each transaction is initiated according to the terms of this Authorization. I certify that I am the Plan Sponsor and that I have the authority to provide this Authorization on the Plan's behalf. The Plan Sponsor and Plan agrees to provide Nationwide, at its request, a evidence deemed appropriate by Nationwide, authorizing me, or evidencing my authority, to sign and act on behalf of the Plan.

Name (please Print): _____

Signature: _____ Date: _____

Plan Sponsor Signature

Bank Name _____

Name on Account _____

ABA (routing) Number _____

Account Number _____

Account Type: Checking Savings

NOTE: If left blank, we will default to checking.

John Doe
123 Main Street Ph. (614) 555-1212
Hometown, OH 45678

1492

Date _____

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

Money Bank, Inc.
321 Main Street
Hometown, OH 45678

MEMO _____

⑆ 123456789 ⑆ 000012345678 ⑆ 1492

9-digit ABA routing number Checking Account Number Check Number



Nationwide®

Employee Notice Delivery Election Form

Private Sector Operations

Page 1 of 3

Phone: 800-548-6436 • Fax: 877-634-0157 • nationwide.com

1. Purpose

Employee Notice Delivery is an optional service that allows Nationwide to provide eligible employees with required notices through electronic or hard copy delivery as opted in by the Plan Sponsor.

2. Case Information

Case Number: _____ Case Name: _____

3. Delivery Method (select one)

- 1. eDelivery** - Submission of employee email addresses will be required via census upload. All notices will be sent electronically based on the census data provided. Undeliverable emails will be automatically reported to the Plan Sponsor/employer who will take responsibility for distributing notices to those eligible employees unless otherwise indicated below.

A. Indicate where to send the eDelivery:

- Use the employer email address uploaded via a census file from the employer
 Use both the employer provided and employee provided email address that is elected by the employee when setting up their web profile

B. Handling of undeliverable notices:

- Delegate the handling of undeliverable emails to Nationwide. Nationwide will monitor for undeliverable email and send the notifications via U.S. mail to the employees' home address on file. Notices will be printed in black and white, double sided. Any costs associated with the mailing will be paid in the manner elected in the Payment Method Section below.

- 2. Hard Copy Mailing** - Submission of employee mailing addresses - will be required via census file upload. All notices will be sent via US mail based on the census data provided. Any costs associated with the mailing will be paid in the manner elected in the Payment Method Section below.

- Print notices in black and white, double sided (default if no selection is made)
 Print notices in color, single sided

- 3. Bulk Mailing** - Notices are mailed in bulk to the Plan Sponsor. Any costs associated with the mailing will be paid in the manner elected in the Payment Method section below.

- Print notices in black and white, double sided (default if no selection is made)
 Print notices in color, single sided

4. Payment Method

This section is not applicable if selecting eDelivery and the Plan Sponsor is responsible for distributing undeliverable emails.

Billing Contact Email Address: _____

Any documents mailed in addition to what's listed below will be billed as follows:

- Send a quarterly invoice* to the Plan Sponsor.
 Send a quarterly invoice* to the Third Party Administrator.

*If the invoice is unpaid after 60 days, Nationwide reserves the right to deduct the amount due from plan assets and terminate this agreement.

5. Description of Notices

Annual notices will be sent between 30 and 90 days before your plan year end. This form must be submitted 60 days prior to the plan year end to ensure notices are delivered for the current plan year.

NOTE: Nationwide may combine notices in the same correspondence when feasible.

Annual/Quarterly Notices

- 404(a)(5) Fee Disclosure
- Safe Harbor Notice - if applicable
- Auto Enrollment and/or Qualified Default Investment Alternative (QDIA) - if applicable
- IRON Financial Notices - if applicable

One-Time Notices

- Blackout Notice
- New Business Fund Mapping Notice

Investment/Plan Fee Change Notices

- 404(a)(5) Fee Disclosure
- Fund Change Notice*
- Plan Fee Change Notice

Summary Annual Report, Summary Plan Description, and Summary of Material Modifications - can be sent upon request

*Nationwide will deliver the advance notification of fund changes to employees 30 days in advance, or as early as administratively feasible, for fund changes initiated by the Fund House using the means identified in Section 3.

PNI-0414AO.5 (01/2019)

Case Number: _____

Page 2 of 3

6. Roles & Responsibilities

Plan Sponsor Responsibility

1. For New Business - Provide current census information to Nationwide including Social Security Number, first and last name and mailing address and email address (if utilizing eDelivery) for all eligible employees and/or beneficiaries, as applicable within a reasonable time period prior to when the notices are required to be delivered.
2. Monitor employee census information changes and provide all updates to Nationwide in a prompt manner to ensure the most current census information is on file at the time of notification.
3. Verify the accuracy of census data and the content of notices provided to Nationwide. Nationwide has no duty to inquire on the accuracy of the data submitted to Nationwide.
4. If the Administrator elects not to participate in this service agreement, assume the responsibilities of the Administration Firm as outlined below, including emailing all notices to Nationwide.
5. Initial notices required to be provided when an employee becomes eligible are the responsibility of the Plan Sponsor.
6. The Plan Sponsor remains responsible for the timely delivery of notices for any inaccurate, missing, incomplete or untimely census information.

Administration Firm Responsibility

1. At least 5 days prior to the send date, review, update and, if applicable upload or email all notices or disclosures to Nationwide.

Nationwide Responsibility

1. If the Plan Sponsor has elected annual notice delivery, notices will be sent between 30 and 90 days before the plan year end.
2. Notify Plan Sponsor/employer of unsuccessful delivery notifications due to an invalid email or mailing address.
3. If eDelivery is chosen and Nationwide is asked to handle undeliverable email, Nationwide will monitor for undeliverable email and deliver the notifications via U.S. Mail to the employee's home address on file.
4. If US mail is returned to Nationwide, we will attempt to identify a new address and resend the document. Plan Sponsor or Administration Firm will be notified of all returned mail.

Termination of Service

1. Nationwide reserves the right to terminate this service at any time by providing written notice to the Plan Sponsor.
2. Plan Sponsor has the right to terminate this service at any time by providing written notice to Nationwide.
3. Upon termination of the notice delivery service by either the Plan Sponsor or Nationwide, the responsibility for delivery of all notices covered by this Agreement will immediately become the responsibility of the Plan Sponsor.

7. Authorization

Plan Sponsor:

By signing below, the Plan Sponsor hereby delegates the delivery of the above notices to Nationwide as elected above. The Plan Sponsor acknowledges they have read, agree and accept the terms of the Plan Sponsor responsibilities as outlined above. By having the Administration firm execute this form, the Plan Sponsor delegates the Administration Firm responsibilities to the administration firm named below. The individual signing this form acknowledges that they are authorized to sign on behalf of the Plan Sponsor for this service.

Signature: _____  Date: _____

Name (please print): _____

Email Address - Plan Contact(s) to receive correspondence: _____

Administration Firm:

By signing below, the Administration Firm acknowledges that they have read and agree to the terms, and accept their appointment. The individual signing this form acknowledges that they are authorized to sign on behalf of the Administration Firm.

Signature: _____  Date: _____

Name (please print): _____

Email Address - Plan Contact(s) to receive correspondence: _____

Nationwide:

By signing below, Nationwide agrees to accept the responsibilities outlined above.

Signature: Catherine Moore Date: _____

Name (please print): Catherine Moore

Price Estimate for US Mail**Notices with Summary Plan Description - \$4.76 per address**

- 404(a)(5) Fee Disclosure (16 pages)
- Auto Enrollment and/or QDIA (2 pages)
- Safe Harbor (4 pages)
- Summary Plan Description (25 pages)

Assumptions: • Black & White • Double sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
Document Costs	\$187.00	\$1.87
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$230.00	\$2.30
Total Estimated Cost (Pre-Tax)	\$432.45	\$4.32
Estimated Tax	\$43.24	\$0.43
Total Estimated Cost (including tax)	\$475.69	\$4.76

Notices with Summary Plan Description - \$9.07 per address

- 404(a)(5) Fee Disclosure (16 pages)
- Auto Enrollment and/or QDIA (2 pages)
- Safe Harbor (4 pages)
- Summary Plan Description (25 pages)

Assumptions: • Color • Single sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
Document Costs	\$579.00	\$5.79
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$230.00	\$2.30
Total Estimated Cost (Pre-Tax)	\$824.45	\$8.24
Estimated Tax	\$82.45	\$0.82
Total Estimated Cost (including tax)	\$906.90	\$9.07

Advance Notices - \$1.45 per address

- 7 pages

Assumptions: • Black & White • Double sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
Document Costs	\$75.00	\$0.75
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$41.10	\$0.41
Total Estimated Cost (Pre-Tax)	\$131.55	\$1.32
Estimated Tax	\$13.16	\$0.13
Total Estimated Cost (including tax)	\$144.71	\$1.45

Advance Notices - \$2.24 per address

- 7 pages

Assumptions: • Color • Single sided • Not stapled • Includes 100 addresses	Total Cost (100 addresses)	Cost Per Address
Document Costs	\$147.00	\$1.47
Data Set Up*	\$15.45	\$0.15
Estimated Postage	\$41.10	\$0.41
Total Estimated Cost (Pre-Tax)	\$203.55	\$2.04
Estimated Tax	\$20.36	\$0.20
Total Estimated Cost (including tax)	\$223.91	\$2.24

The prices listed on this page are subject to change. In the event of a change to the pricing outlined above Nationwide will provide 60 days advance notice of the planned change. The Plan Sponsor will have the opportunity to reject the change or accept it. If the Plan Sponsor does not consent to the new price structure, the service will terminate and responsibility for delivery of all notices covered by this Agreement will revert to the Plan Sponsor.

*Data Set up fee applies to all size print jobs: \$15.45

Form Return

Return by email: nwforms@nationwide.com

Return by fax: 877-634-0157

Nationwide® Retirement Plans Nationwide Retirement Flexible Advantage Acceptance Agreement

Case Number: 196-88933

Legal Plan Name: Magnolia Public Schools 403(b) Plan

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Trust Company, FSB.

- Nationwide Retirement Flexible Advantage Program Agreement

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Life Insurance Company.

- Summary of Contract Information - Fixed

By signing below, the Plan Sponsor or authorized signer, acknowledges that they have read all documents indicated above, inclusive of all Schedules, which are hereby incorporated by reference as if fully set forth herein this Acceptance Agreement, and agree to the terms and completed variables within.

Further, the signatories acknowledge that they have the authority to cause the Plan to enter into a contractual relationship with all parties as indicated in this Acceptance Agreement, with respect to these documents and will be subject to all rights and obligations contained therein and have received all required disclosures as required by Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder, 408(b)(2). If the signatory authority under the Plan changes, the signatories have the affirmative obligation to alert Nationwide within a reasonable time of such change.

Plan Sponsor Signature		Date
------------------------	--	------

Printed Name of Plan Sponsor	Phone Number for Plan Sponsor
------------------------------	-------------------------------

Email for Plan Sponsor

Address for Plan Sponsor:

250 E 1st Street #1500
(Street)

Los Angeles, CA 90012
(City, State, Zip)



By signing below, Nationwide Trust Company, FSB has agreed to and accepted all rights and obligations contained in the following document(s):

- Nationwide Retirement Flexible Advantage Program Agreement

By: Nationwide Trust Company, FSB

Date

Nationwide Trust Company, FSB Title

Nationwide® Retirement Plans Nationwide Retirement Flexible Advantage Acceptance Agreement

Case Number: 196-88933

Legal Plan Name: Magnolia Public Schools 403(b) Plan

Attached to and made part of this Acceptance Agreement are the following Financial Advisor or Authorized Broker/Dealer Firm or Agency documents:

- **Compensation Page**

By signing this agreement the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative agrees to the terms stated throughout this agreement. Further the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

Joseph Fay Jr.
with Securian Financial Services, Inc.



Signature of Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

Date

Printed Name of Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

Email for Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

Address for Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative Address:

(Street)

(City, State, Zip)

**Nationwide® Retirement Plans
Nationwide Retirement Flexible Advantage
Acceptance Agreement**

Case Number: 196-88933

Legal Plan Name: Magnolia Public Schools 403(b) Plan

Attached to and made part of this Acceptance Agreement are the following Administration Firm documents:

- **Nationwide Retirement Flexible Advantage Program Agreement**

By signing below, the signatory on behalf of the Administrative Firm, hereby accepts the appointment of Administrative Firm and agrees to the duties as described in this agreement. Further the Administrative Firm acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

Signature of Administration Firm

 Administration Firm Signature

Date

Printed Name of Administration Firm

Coversheet

Approval of Agreement for Financial & Accounting Software Services - Oracle NetSuite

Section: IV. Action Items
Item: I. Approval of Agreement for Financial & Accounting Software Services - Oracle NetSuite
Purpose: Vote
Submitted by:
Related Material: IV_I_Agreement for Financial & Accounting Software with Oracle NetSuite.pdf



Agenda Item:	IV I: Action Item
Date:	August 10, 2023
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors (the “Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead(s):	Steve Budhreja Ed.D., Chief Financial Officer
RE:	Agreement for Financial & Accounting Software with Oracle NetSuite

Action Proposed:

I move that the Board approve the agreement between Magnolia Public Schools and Oracle NetSuite for financial and accounting software for the MPS Home Office.

Purpose:

The purpose of implementing new accounting software is to enhance operational efficiency, improve data accuracy, foster growth, and gain a competitive edge through the implementation of a modern and integrated Enterprise Resource Planning (ERP) system.

Background:

The Finance Department has conducted an Request for Proposal (RFP) to evaluate several different software providers to support the Home Office in areas that include accounting, budgeting, general ledger, financial reporting and other related items. We had lengthy discussions with several providers including Sage Intact, MIP as well as our current provider known as Escape/Schoolability. We conducted meetings to include product demonstrations, researched the pros and cons of each software product and developed an implementation timeline. We believe that Oracle NetSuite can provide the necessary software product to meet the needs of our organization.

Oracle will assist MPS with Project Management, Configuration Setup and Data Migration for the following areas.

- Journal Entries (Standard, Recurring, Reversing, Import, Automated).
- 7. Budgeting
- 8. Bank Account Reconciliation, Transfers and Deposits.
- 9. Printing and Issuing Checks
- 10. Fiscal Closing
- 11. Financial Reports
- 12. Statement of Activity
- 13. Statement of Financial Position
- 14. Statement of Cash Flow
- 15. Statement of Functional Expenses
- 16. Custom segments



We believe that this is the first step in developing a more consolidated and robust financial system for MPS that will assist us in accessing real-time data, analytics, reports on revenues, expenditures, fund balances so that MPS stakeholders receive valuable financial information for decision making.

Budget Implications:

The total cost of \$185,204 includes implementation fees, data migration, set-up, software, and cloud services. Currently, we are paying \$61,530, and the fees for School Ability will end on June 30, 2024. Once the setup is complete, we will pay \$48,439 annually, which is \$13,091 less than what we are currently paying. All costs have been incorporated into the 2023-24 Adopted Budget, which was approved on June 22, 2023."

Exhibits:

- Agreement known as Statement of Work (Pg. 3)
- Estimate (Pg. 6)



Oracle America, Inc.
 2300 Oracle Way
 Austin, TX 78741
 800 762 5524
 www.netsuite.com

Date 5/8/2023
 Estimate # 1204141

Customer Name & Bill To Address

Magnolia Educational & Research Foundation
 250 E. 1st St., Suite 1500
 Los Angeles CA 90012
 United States

Item	Qty	Description	Term Mos.	Amount
NetSuite SuiteSuccess Social Impact Standard Cloud Service	1	NetSuite SuiteSuccess Social Impact Std Cloud Service includes: ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated shipping depending on your location, use of Fulfillment Requests and Automatic Location Assignment for up to 5000 orders annually. ** NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support **NetSuite Subsidiary Management within customer's home country for a single currency. Additional countries/currencies require separate purchase of OneWorld ** NetSuite Financial Management Cloud Service ** Advanced Electronic Bank Payments ** NetSuite Project Management Cloud Service ** Customer, Vendor and Partner Center logins ** Productivity tools including contacts/calendar/events ** Real-time Dashboards with key business metrics, report snapshots ** NetSuite Basic Customer Support. Current URL Terms for support are located at www.netsuite.com/supportterms . ** 5 Employee Self-Service Users ** 30,000 integrated bulk mail merges per month ** 120,000 campaign emails per year with no single blast exceeding 10,000 recipients ** Maximum of 30 General Access Users ** Includes one (1) Training On Demand Pass pursuant to the Learning Cloud & Learning Provider Service Descriptions found at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html NetSuite Standard Service Tier: ** Maximum of 100GB of File Cabinet Storage, which is included with Standard Service Tier. ** Maximum 100 Full Licensed Users Provisioned (excluding Employee Center, Partner Center, Advanced Partner Center, Vendor Center and Customer Center) ** Maximum 200,000 monthly transaction lines ** Maximum of 1 SuiteCloud+ license	36	\$89,964.00
NetSuite Social Impact Cloud Service User	9	General access user for NetSuite.org Edition.	36	\$15,876.00
NetSuite Employee Self-Serv Cloud Service 5-Pk Users	15	Employee Self-Service + Intranet 5 User Pack for NetSuite	36	\$53,460.00

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Item	Qty	Description	Term Mos.	Amount
NetSuite Social Impact Donation for SuiteSuccess : 3-User Bundle	1	Social Impact Donation of 3 user licenses.	36	\$0.00
NetSuite Premium Support	1	Users of NetSuite Premium Support are authorized to access the services: Users of NetSuite Premium Support are authorized to access the services: 24x7 access for critical support; Extended hours for non-critical issues (S3's); improved Response Time Goals; functional questions logged via SuiteAnswers, and additional Authorized Contacts are provided (4). Current URL Terms for support are located at https://www.oracle.com/corporate/contracts/cloud-services/netsuite/	36	\$15,930.00
Customer Learning Cloud Support Company Pass - Standard	1	The Customer Learning Cloud Support Company Pass - Standard provides Go-Live training and ongoing adoption as described in the Training Service Descriptions https://www.oracle.com/corporate/contracts/cloud-services/netsuite/descriptions.html#training	36	\$14,400.00
NetSuite Sandbox Environment Cloud Service	1	Sandbox Environment for NetSuite Customers ** Replicates production environment including data and customizations ** Isolated environment – changes shielded from live production account ** One production environment replication for each month of term is included ** Administrators may provide sandbox access to all production users as needed NetSuite uptime guarantee does not apply to Sandbox Environments.	36	\$17,964.00
Subtotal				\$207,594.00
Discount		Discount		(\$62,278.20)
Subtotal				\$145,315.80
Implementation Service - Fixed Bid	1	The price for the Implementation Service will be fixed as per the agreed upon Statement of Work.	12	\$67,500.00
Subtotal				\$67,500.00
Discount		Discount		(\$27,612.00)
Subtotal				\$39,888.00

Subtotal \$185,203.80

Total \$185,203.80

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Date 5/8/2023
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A. Terms of Your Order

1. Agreement

The products and/or services set forth in this Estimate/Order Form, between you and the Oracle entity referenced above, are governed by the Subscription Services Agreement v071023 found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/> (including any referenced URL Terms). This Estimate/Order Form is non-cancelable and all fees non-refundable unless otherwise explicitly stated in this Estimate/Order Form or in the Agreement. For clarity, the Services Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date. Notwithstanding the foregoing, if this Estimate/Order form is an "add-on order," to the original Cloud Services Estimate/Order Form, the terms of Customer's original Estimate/Order Form and the version of the Subscription Services Agreement in effect on the date of the original order, will apply to the add-on order, even if the add-on order is placed after an updated version of the Subscription Services Agreement is published. An "add-on order" is an order that updates the quantity or type of previously ordered Cloud Services, such as by adding capacity, new users, or additional applications or modules.

The Oracle Data Processing Agreement covering the Cloud Services, which may be found at <https://www.oracle.com/corporate/contracts/cloud-services/> ("Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the Cloud Services to Customer under this Estimate/Order Form ("order"), unless otherwise stated in the Data Processing Agreement or this order. Customer's signature on this order constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this order. This Data Processing Agreement does not apply to the following services that may be included in this order: Mobile Push Notifications (a feature of the NetSuite for iPhone Mobile Application), any NetSuite POS Cloud Services, any NetSuite Payroll services, or any other services identified by Oracle as being excluded from the applicability of this Data Processing Agreement. The Data Processing Agreement also does not apply to any (1) demonstration accounts, trials, beta releases, or other similar versions of the services, (2) any features, services or products which are provided pursuant to a separate agreement or by a party other than Oracle (as defined in the Data Processing Agreement) (e.g., where Oracle is merely a billing/collection agent) including but not limited to Celigo and Pacejet, or (3) the processing of Personal Data for the R&D Purpose (as defined in Controller Subscription Services Agreement, which, if applicable to the Services on this Estimate/Order Form, will be referenced in above). For purposes of this order, (1) the definition of "Services Agreement" (included in the "Definitions" section) is deleted and replaced in its entirety with the following definition: "Services Agreement" means (i) the applicable order for the Cloud Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order; (iii) the Privacy Policy found at <https://www.oracle.com/legal/privacy/> (or other location as may be updated by Oracle), and (iv) the Data Security Addendum found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>; and (2) references to the "Cloud Hosting and Delivery Policies" in the Privacy Code for Processing Personal Information of Customer Individuals, shall be replaced by the applicable Data Security Addendum found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/>.

Customer may have access to enable and use additional features within the NetSuite Cloud Service subject to acceptance of in-application terms and conditions ("In-application Terms"). Customer's use of any such additional features within the NetSuite Cloud Service is governed by the "NetSuite Cloud Services In-Application Supplemental Terms and disclaimers" document (the "Supplemental Terms"), found at <https://www.oracle.com/corporate/contracts/cloud-services/netsuite/other-terms.html> (or other URL as may be updated by Oracle) which contains In-application Terms that may be presented to Customer to accept when enabling or using certain features within the Cloud Services. In event of conflict or inconsistency between the Supplemental Terms and the In-Application Terms presented within the NetSuite application, the Supplemental Terms document shall take precedence. The Supplemental Terms are applicable to Customer if Customer is using the applicable features and are in addition to the terms contained in the Agreement. The Supplemental Terms may be updated at any time by Oracle to include additional terms required to use features, or updates to existing features within the Cloud Service, and Customer's use of those features is considered acceptance of the Supplemental Terms.

2. Start Date

8/1/2023

3. Subscription Services Payment Terms

Net 30 – Annual Billing

4. Subscription Services Payment Frequency

Annual in Advance

5. Professional Services Payment Terms

Net 30

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Austin, TX 78741
800 762 5524
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Date
Estimate #

5/8/2023
1204141

A. Terms of Your Order

6. Currency

USD

7. Offer Valid Through

7/28/2023

8. Customer Reference

Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.

B. Additional Order Terms

1. Price Lock

During the first twelve (12) month(s) of this Estimate/Order Form, Customer may procure additional Professional Services at a rate of \$185.00 USD per hour (the "Professional Services Price Lock").

2. Renewal Cap

For up to three (3) twelve (12) months Renewal Term(s) (each such annual renewal term being a "Renewal Order") immediately following the initial term set forth on this Estimate/Order Form and subject to Customer's compliance with the terms set forth in this Estimate/Order Form and the Agreement, Customer's renewal pricing for the Services that are set forth on this initial Estimate/Order Form for the initial term shall not be increased by more than 2% per annum (the "Renewal Cap"). Such Renewal Cap shall be applied to the discounted fees set forth on such Renewal Order for the applicable Service. The aforementioned Renewal Cap pricing shall not apply if: (a) Customer is seeking to cancel or reduce the ordered quantity of the Service set forth on this Estimate/Order Form and any expansion orders hereunder or the annual net fees for the Service are not equal to or greater than those totals set forth in this Estimate/Order Form and any expansion orders hereunder; (b) Oracle is no longer making such Services generally available to commercial customers; (c) Customer is acquired, or (d) the Renewal Order is not executed prior to the end of the initial term of this Estimate/Order Form or of the Term of the previous Renewal Order. In addition, if the number of Customer's employees or Users increases during the initial term or any renewal term and such increase would require access to a different edition of the Cloud Service (as set forth on Oracle's then current price list), then Customer's current discount for the existing edition of the Cloud Service (taking into account any applicable Renewal Cap increases) will be applied to the standard list price for such new edition of the Cloud Service.

C. Provisioning Net New Instances of the Cloud Service.

Note: The following information is applicable only when the Estimate/Order Form calls for a new instance of the Cloud Service, as the values referenced below ("Language" and "Country Edition") are used to provision Customer's Cloud Service instance and cannot be changed post provisioning. Please review these values and work with your Oracle NetSuite contact to make any necessary changes before signing this Estimate/Order Form. This section is not applicable if Customer already has an existing Cloud Service instance.

1. Primary Administrator's email address: cturan@magnoliapublicschools.org

Please note: Self-service options are available for changing the administrator upon Customer's successful access to the instance. To preserve the security of Customer's instance, Oracle may only change the Customer's primary administrator post-provisioning via Administrator Reassignment. This may delay access to your instance if the reassignment process is required.

2. Language: English (US)

The language selected will be the language that Customer's Cloud Service instance is provisioned in.



Date

5/8/2023

Estimate #

1204141

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C. Provisioning Net New Instances of the Cloud Service.

3. Ship-to Address: Magnolia Educational & Research Foundation
250 E. 1st St., Suite 1500
Los Angeles CA 90012
United States

4. Country Edition. Customer's Cloud Service(s) are provisioned based on the ship-to address shown above. Before signing this Estimate/Order Form, please ensure the ship-to address is correct; any change after provisioning will require re-provisioning of the Cloud Service(s).

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

Print Name

Signature

Date

Upon your execution, this document is a binding order for the products and services set forth herein.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this document are correct.

Oracle does not accept credit card payments for invoices of more than \$99,999.