

Zach Conine
State Treasurer



STATE OF NEVADA
OFFICE OF THE STATE TREASURER

PUBLIC MEETING

AGENDA

**MEETING OF THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA**

Thursday, September 23, 2021, at 10:00 a.m.

Meeting via videoconference at the following physical location(s):

State Capitol Building
101 North Carson Street
1st Floor State Treasurer's Office
Carson City, NV 89701

Meeting Link:

<https://us06web.zoom.us/j/81185338726?pwd=eENGVTZhZWJQWThvY3FmQTFLakRPZz09>

Meeting Dial-in: 1.253.215.8782 Meeting ID: 811 8533 8726

Please email Itzel.Fausto@nevadatreasurer.gov for meeting password.

All items listed on this agenda are for discussion and action by the Board of Trustees unless otherwise noted. Action may consist of any of the following: approve, deny, condition, hold, or table.

Agenda Items:

1. Roll Call.

2. Public Comment.

Comments from the public are invited at this time. Pursuant to NRS 241.020(2)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and may impose reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comment will only be received on matters relevant to the Board's jurisdiction. The Board may discuss but is precluded from acting on items raised during Public Comment that are not on the agenda.

Consent Agenda

3. **For possible action to approve:** the minutes of the College Savings Board of Trustees meeting of June 24, 2021.
4. **For possible action to approve:** the Ascensus program manager's report encompassing results for Vanguard, USAA, SSgA Upromise, and Wealthfront 529 plans for the quarter ended June 30, 2021.
5. **For possible action to approve:** the Putnam 529 for America program manager's report for the quarter ended June 30, 2021.
6. **For possible action to approve:** the Nevada Prepaid Tuition Program activity report for the quarter ended June 30, 2021.

Discussion Agenda

7. **For discussion and possible action:** Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group Inc for the quarter ending June 30, 2021.
8. **For discussion and possible action:** Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group Inc for the quarter ending June 30, 2021.
9. **For discussion and possible action:** Nevada Prepaid Tuition 2022 contract prices, open enrollment dates and fee schedule, including approval of an incentive initiative during the holiday season which waives the \$100 enrollment fee for up to 500 applications for a cost of \$50,000 to be paid by the trust fund.
10. **For discussion and possible action:** Nevada Prepaid Tuition 2022 Master Agreement amendments.

11. Public Comment.

Comments from the public are invited at this time. Pursuant to NRS 241.020(2)(d)(7), the Board intends to limit to 3 minutes the time for an individual to speak and may impose reasonable restrictions on place or manner for such comment. No restriction will be imposed based on viewpoint. Comments will only be received on matters relevant to the Board's jurisdiction. The Board may discuss but is precluded from acting on items raised during Public Comment that are not on the agenda.

12. ADJOURNMENT.

Notes:

Items may be taken out of order; items may be combined for consideration by the public body; and items may be pulled or removed from the agenda at any time.

Prior to the commencement and conclusion of a quasi-judicial proceeding that may affect the due process rights of an individual, the Board may refuse to consider public comment. See NRS 233B.126.

The Nevada College Savings Board of Trustees is pleased to make reasonable accommodations for persons with physical disabilities. Please call (775) 684-5600 if assistance is needed.

Itzel Fausto may be contacted at (775) 684-5600 to obtain copies of supporting materials.

THIS AGENDA HAS BEEN POSTED IN THE FOLLOWING PUBLIC LOCATIONS:

- **Capitol Building, 1st & 2nd Floors, Carson City, Nevada**
- **Legislative Building, Carson City, Nevada**
- **Nevada State Library, Carson City, Nevada**
- **Blasdel Building, Carson City, Nevada**
- **Grant Sawyer Building, 1st and 5th Floor, Las Vegas, Nevada**

Also online at: [Nevada Treasurer](#) and the [Nevada Public Notice](#).

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 3
September 23, 2021

**Item: The minutes of College Savings Board of Trustees
Meeting of June 24, 2021**

Summary:

The minutes of the June 24, 2021 Board meeting have been prepared and are complete for review and approval.

Fiscal Impact: None by this action.

Staff recommended motion:

To approve, as stated or amended, the minutes of the June 24, 2021 College Savings Board of Trustees meeting.

THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

MINUTES OF BOARD MEETING

Thursday, June 24, 2021

The meeting was held virtually for all board members and participants.

Board members present:

Chairman– Treasurer Zach Conine
Andrew Clinger
Tiffany Greenameyer
Jeff Haag
Andrew Martin

Others present:

Kirsten Van Ry, Chief of Staff
Tara Hagan, Chief Deputy Treasurer
Tya Mathis-Coleman, Deputy – College Savings
Troy Watts, Treasurer’s Office
Blanca Platt, Treasurer’s Office
Jamille Walton, Treasurer’s Office
Ian Carr, Attorney General
Eric White, Meketa Investment Group Inc.
Stephanie Sorg, Meketa Investment Group Inc.
Erica Norton, Ascensus
Thomas Hewitt, Ascensus
Christy Miller, Vanguard
Joy Slaubaugh, Vanguard
Amanda Muir, Vanguard
Mannick Dillon, Victory Capital
Lance Humphrey, Victory Capital
Lela Dunlap, Victory Capital
Kaprel Oszolak, Spectra Professional Services
George Betzios, Spectra Professional Services
Andrea Feirstein, AKF Consulting
Mark Chapleau, AKF Consulting

1. Roll Call

Chairman Treasurer Conine called the meeting to order at 10:00 am, and determined a quorum was present.

2. Public Comment.

There was no public comment.

3. **For possible action to approve:** the minutes of the College Savings Board of Trustees meeting of January 28, 2021.
4. **For possible action to approve:** the Ascensus program manager's report encompassing results for Vanguard, USAA, SSGA Upromise, and Wealthfront 529 plans for the quarter ended December 31, 2020.
5. **For possible action to approve:** the Ascensus program manager's report encompassing results for Vanguard, USAA, SSGA Upromise, and Wealthfront 529 plans for the quarter ended March 31, 2021.
6. **For possible action to approve:** the Putnam 529 for America program manager's report for the quarter ended December 31, 2020.
7. **For possible action to approve:** the Putnam 529 for America program manager's report for the quarter ended March 31, 2021.
8. **For possible action to approve:** the Nevada Prepaid Tuition Program activity report for the quarter ended December 31, 2020.
9. **For possible action to approve:** the Nevada Prepaid Tuition Program activity report for the quarter ended March 31, 2021.
10. **For possible action to approve:** the Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended December 31, 2020.
11. **For possible action to approve:** the Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended December 31, 2020.

Motion to approve this consent agenda from Member Clinger and a second from Member Martin. Motion passed unanimously.

12. **For discussion and possible action:** 2021 Kenny C. Guinn Memorial Millennium Scholarship applications and selection of:
 - a. Two (2) recipients in Northern Nevada
 - b. Two (2) recipients in the Southern Nevada

Chief of Staff Kirsten Van Ry presented an overview of the selection of the Memorial Scholarship applicants. She explained that last year there was a presentation on this program and legislation sponsored by Senator Kieckhefer during the 2019 session increased the number of awards from two (2) to four (4). She mentioned that there are two (2) awards in Northern Nevada and two (2) in Southern Nevada. This year the Treasurer's office received eight (8) applications that have been reviewed and all have met the minimal requirements for eligibility. She stated that the Guinn family had an opportunity to review the applications and provide the Board with their comments and who they would recommend for selection. This year the family has recommended Colyn Abron and Lindy Norcutt from Northern Nevada and Edgar Canela Lopez and Marlyn Catral from Southern Nevada.

Motion to approve this agenda item from Member Martin and a second from Member Greenameyer. Motion passed unanimously.

13. For discussion and possible action: Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group Inc for the quarter ending on March 31, 2021.

Eric White with the Meketa Investment Group provided an overview of the report noting the progression from a year ago since the pandemic. He stated the first quarter was off to a great start and the plan overall was up just shy of 5%. He noted that the reopening of the economy has made a good impact and stated there was strong performance across the different asset classes, with equities leading the pack. He mentioned that most segments of the economy are either fully reopened or on the path to reopening. The fixed income interest rates started the quarter at 90 basis points on the 10-year treasury and by the quarter end rates almost doubled up by 90% to 1.75%. Overall, the fund experienced a very strong relative performance versus its benchmark.

Treasurer Conine expressed his appreciation for the information and the positive performance numbers.

Motion to approve this agenda item from Member Clinger and a second from Member Martin. Motion passed unanimously.

14. For discussion and possible action: Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group Inc for the quarter ended March 31, 2021.

Stephanie Sorg with Meketa provided an overview of the Watch Report on the first-quarter performance. She noted that they are not recommending any changes for this period and there are no new funds that qualify for watch, nor any funds being removed from watch. Ms. Sorg noted that there is a total of ten (10) funds on the watch list which include three (3) from the USAA Program, six (6) from the Putnam 529 for America Program, and one (1) from the SSgA Upromise 529 College Savings Plan.

She noted the Putnam Small Cap Value, the GAA Conservative, and the Putnam Income fund have all exhibited improved performance and no longer meet the criteria for watch status. However, given the current extraordinary market environment, it is prudent to maintain these funds on watch for a minimum of an additional quarter to ensure that the positive results persist before making any recommendations. Ms. Sorg reviewed the Putnam Small Cap Value Fund on page 308 of the materials and stated it is a domestic equity strategy that seeks to invest in small, undervalued companies with improving fundamentals and it diversifies across all 11 market sectors. She noted it was placed on watch 27 months ago and since then has outperformed the Russell 200 Value benchmark by 150 basis points, placing the fund in the 27th percentile of its peer group. She noted that over the most recent quarter, the fund outperformed its benchmark by 250 basis points. With the improved results, the fund no longer qualifies under the medium-term performance. She recommended that the fund stays on watch for a minimum of an additional quarter as it will be monitored closely. The next fund is the GAA Conservative Portfolio which was placed on watch a year and a half ago and underperformed its custom benchmark by 110 basis points. She noted 35% of the portfolio is invested across domestic and international developed securities and the remaining 65% in Core Fixed Income bonds. Over the most recent quarter, the strategy

outperformed its benchmark by 80 basis points translating to a one-year outperformance of 60 basis points. She noted that with improved results the fund no longer qualifies for medium-termed performance but is recommended to stay on watch for a minimum of an additional quarter. She reviewed the final fund which is the Putnam Income strategy which was placed on watch six (6) months ago. She reviewed the Putnam Income portfolio outperformed the Barclays US Aggregate Bond Index by 2.7% and ranked in the 28th percentile of its peer group. She noted the fund outperformed its benchmark by 110 basis points and like the rest will no longer qualify for watch status, however, is recommended to remain on watch.

Member Martin questioned what subjective criteria is being used to maintain the funds on the watch list versus the data points needed to begin considering a fund's removal from a plan.

Mr. Eric White explained that in the past there was a problem when placing a fund on watch as over a certain period it would improve to where they were being taken off watch but would later need the recommendation to be put back on watch due to the mechanical nature of the watch criteria. He explained that as dynamics start to shift where they focus on understanding the performance, therefore, allowing them additional time as observed in the fourth quarter the funds start to outperform before taking them off watch.

Member Martin expressed his concern regarding the length of time and the expectations. He advised that there should be a time limit on the watch list.

Motion to approve this agenda item from Member Martin and a second from Member Clinger. Motion passed unanimously.

15. For discussion and possible action: on recommended investment changes for the USAA 529 plan, including new investment options, removal of existing investment options, modifications to asset allocation of the target-age portfolios, and reduction in overall plan fees.

- a. Victory presentation
- b. Meketa's Commentary on proposal

Mannick Dillon with Victory Capital Management (VCM) presented this item and outlined the enhancements being recommended for the USAA 529 plan portfolios. He explained that VCM is committed to expanding the tools available to participants. Overall, the recommendations identified certain asset allocation adjustments as well as underlying fund changes in enhancements that are believed to better aid participants.

Lance Humphrey with Victory Capital stated the overall plan is to reduce the risk across two different dimensions by decreasing the risk in an absolute term meaning that each portfolio shall have a standard deviation moving forward and maintaining the forward-looking expected return of the portfolio. The asset allocation changes will reduce the existing overweight in the plan to International and Emerging Market equities, and reductions in fixed income credit exposure will move the asset allocation closer to market peers. Mr. Humphrey noted that while reducing risk and increasing diversification, they also wanted to look for opportunities to reduce the underlying fee for participants. He provided an analysis within each portfolio within the plan that has either the same fee or a lower fee within the current allocation. On average, this comes out to between 1 to 4 basis points of an overall fee reduction as a result of the changing mix of the underlying funds. He noted they recommend reducing the weight to US Small Cap in favor of increasing the weight to US Large Cap, including the USAA Growth Fund, the USAA Income Stock Fund, and the

USAA Value Fund. The USAA Growth & Income Fund will be removed from the watch list program as a result of the changes. He stated that the Victory Market Neutral Income Fund will allow the increase in the level of income and increase diversification.

Mr. White further explained Meketa's analysis that shows that the proposed changes do not alter the overall expected risk-return profile of the program while improving downside protection and mitigating the number of biases that the program had that caused deviations. He explained that the outputs within the modeling work within the capital market assumptions have outcomes that are less than the 10-basis point range.

Motion to approve this agenda item from Member Martin and a second from Member Greenameyer. Motion passed unanimously.

16. For discussion and possible action: on Vanguard error related to the implementation of the glidepath allocation approved by the Board in June 2020, including corrective actions and participant impact overview.

- a. Staff Memo and recommended amendments to the Private Label Product Agreement
- b. Vanguard Memo
- c. Memo regarding corrective action methodology and actions taken by Vanguard presented by independent third-party advisory firm Spectra Professional Services

Ms. Tara Hagan presented this item and provided an overview of the investment enhancement approved at the June 2020 Board meeting. The Board approved changes to the Vanguard 529 Plan to create a smoother glide path to transition participants more efficiently from higher equities when the beneficiary is younger to the conservative investments as beneficiaries move closer to matriculation. She noted on November 2, 2020, Vanguard converted the three-risk-based glide paths to the target enrollment portfolios and in this execution an error occurred which increased equity exposure in nine (9) of the target enrollment portfolios versus the percentage approved by the Board at the June meeting. She stated on March 19, 2021, staff was made aware of the execution error by Vanguard representatives, and all parties, including Meketa and AKF quickly worked together to correct the allocations to match what was approved by the Board. On March 24, 2021, the necessary trades occurred to correct the equity percentages, in addition to providing participant communications and filing the required disclosure documentation.

Ms. Hagan noted in consultation with Meketa and AKF, the decision was made to hire a third-party firm to review the methodology and calculations related to the account-level review completed by Vanguard. Spectra Professional services was hired to conduct this review, and Vanguard was more than willing to provide Spectra representatives for all the necessary access to its system to ensure a thorough review was conducted.

Ms. Hagan provided the Board with the details regarding the results of the account-level analysis. She noted that there were approximately 273,000 accounts invested in the nine portfolios and the majority (~268,000) of the accounts had excess returns as a result of the increased equity allocation. She stated that the account holders that who benefited would keep the excess returns. She noted only 4,563 accounts were negatively impact and had losses valued between \$0.01 up to a maximum of \$2,488.05.

Ms. Hagan noted that Vanguard, Spectra and the State worked together to determine the appropriate threshold for loss when determining those accounts eligible for a share adjustment. The parties compromised with a de minimis \$5 threshold instead of the more standard \$25 de minimis amount. The State noted average account balances for college savings accounts are generally lower than retail mutual fund or retirement accounts and therefore, warrant a lower threshold. Ms. Hagan noted on May 3, 2021, a total of 2,888 accounts were identified as having a negative impact of \$5 or more using the net asset value of the impacted portfolios as of April 30, 2021. These accounts received a share adjustment funded by Vanguard which totaled \$231,920.

Amanda Muir with Vanguard expressed her concerns regarding the error within the 529 Plan and stated that they recognize it was unacceptable as it made an impact on the account owners, the plan, and their relationship with the State. She mentioned that not only a resolution was made on the issue but also priority was taken to strengthen the process. She thanked the partnership with the State and Spectra and greatly appreciated the collaboration and speedy resolution.

Member Martin inquired on how to prevent this from happening again and what the resolution is moving forward.

Ms. Muir explained they took the opportunity to reevaluate the entire process in place from the creation of recommendations, the creation of portfolios, and the retirement of portfolios. They recognized that there were opportunities to further enhance and revise the controls moving forward such as preventative controls and detective controls.

Andrea Feirstein with AKF Consulting stated their observation to mitigate future similar issues is to recommend that the Board be added as a third party to the agreement that exists with Vanguard and Ascensus which would give the Board the right to enforce obligations. She also noted the Board should consider adding quarterly compliance certificates from Vanguard to the agreement. She stated that it is important to get a certification especially when investment policy changes, rebalancing, or investment option changes are made.

Member Martin agrees with the idea of certifications as there is a lot of money that is at stake therefore, he supports the idea to move forward as the students are counting on the college funds. He appreciated the comments and recommendations.

Treasurer Conine echoed his comment. He expressed his appreciation towards Vanguard's willingness to not only resolve the issue but to also look for opportunities to make the process better.

Kaprel Oszolak with Spectra Professional Services explained the corrective action that occurred. He stated there was excellent cooperation from Vanguard as they received all the information that was requested and there were no scope limitations which allowed completion within a two-week span. He concluded that the overall approach to correct the error was appropriate, reasonable, and it was in the best interest of the participants.

Motion to approve this agenda item from Member Martin and a second from Member Clinger. Motion passed unanimously.

Information Agenda

- 17. Board to receive an update on the 2021 Legislative Session outcomes related to the Nevada College Savings Board.**

Chief of Staff Kirsten Van Ry presented this informational item noting that during the most recent legislative session the legislator passed Assembly Bill 362 which requires the Board to adopt a policy regarding how excess funds and the Prepaid Tuition Trust Funds can be utilized for repurposing. She noted that Assembly Bill 235 also passed which requires School Districts to hold events for families to learn more about the college programs. She stated that there are further higher education bills that passed which are still being analyzed internally to determine if there are impacts on the programs. The Board will be updated as appropriate on all respective bills and there will be presentations prepared for implementation.

Member Martin questioned the motivation for the creation of Assembly Bill 362.

Ms. Van Ry explained the bill was sponsored by Assemblywoman Teresa Benitez-Thompson as she noticed the funding percentage of the Prepaid Tuition Trust that can be utilized for other purposes for families in the plan.

Ms. Hagan added to her comment where she stated that the expenditures under the 529 Savings Plan are to be aligned with the Prepaid Tuition Trust to the extent that the plan can afford to extend it to the beneficiaries within the plan.

Member Martin expressed his concern about working towards a conservative approach and is open to discussion.

This item was presented as information only and no motion is required.

18. Public Comment.

There was no public comment.

19. ADJOURNMENT.

Member Martin motioned to adjourn at 11:07. Member Clinger seconded the motion. Motion passed unanimously.

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 4
September 23, 2021

Item: Ascensus program manager's report encompassing results for Vanguard, USAA, SSGA Upromise, and Wealthfront 529 plans for the quarter ended June 30, 2021.

Summary:

Thomas Hewitt, Vice President, Relationship Management with Ascensus College Savings, will be available to answer questions.

Fiscal Impact: None by this action.

Recommendation:

To accept and approve the Ascensus College Savings Program Manager Report for the quarter ending June 30, 2021.



**College Savings Plans of Nevada
Board of Trustees Meeting
September 23rd, 2021**

**Program Management Report
FY4th - CY 2nd Quarter Ended June 30th, 2021**

**College Savings Plans of Nevada
Board of Trustees Meeting
September 23rd, 2021**

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Executive Summary

SSGA Upromise 529 Plan

At the end of the second quarter 2021, assets in the SSGA Upromise 529 Plan totaled \$1.64 B, which was up 11% year over year from Q2 2020. 637 new funded accounts was up from 584 for the same period last year. Total Funded Accounts were down 4% compared to the same time last year. There were a total of 5,457 unique account holders (NV residents) at the end of the quarter. Average account size for the plan is \$114,059 with NV average account assets at \$9,051.

Vanguard 529® College Savings Plan

2nd Quarter 2021 assets in the Vanguard 529 College Savings Plan totaled \$29.8 B, which was a 31% increase over Q2 2020. Total Funded Accounts are 506,343 with 8,493 NV resident accounts. There were a total of 4,901 unique NV account holders at the end of the quarter. Average account size for the plan is \$58,788 with NV average account assets at \$41,683.

USAA ® 529 College Savings Plan

2nd Quarter 2021 assets in the USAA 529 College Savings Plan totaled over \$5.1 B, which was a 20% increase over Q2 2020. Total Funded Accounts are 302,675 with 3,753 NV resident accounts. Average account size for the plan is \$16,968 with NV average account assets at \$14,181.

Wealthfront College Savings Plan

Second Quarter 2021 assets in the Wealthfront 529 College Savings Plan totaled \$454 million. Total Funded Accounts are 19,385 and NV funded accounts are 212. There were a total of 136 unique NV account holders at the end of the quarter (13,127 total unique account holders). Average account size for the plan is \$23,469.85 with NV average account assets at \$14,833.88.

Highlights This Period

	Second Quarter 2021					First Quarter 2021					Second Quarter 2020				
	SSGA Upromise 529	The Vanguard 529 College Savings Plan	USAA 529 College Savings Plan	Wealthfront College Savings Program	Total	SSGA Upromise 529	The Vanguard 529 College Savings Plan	USAA College Savings Plan	Wealthfront College Savings Program	Total	SSGA Upromise 529	The Vanguard 529 College Savings Plan	USAA 529 College Savings Plan	Wealthfront College Savings Program	Total
AUM (Millions)	\$1,642.27	\$29,767.09	\$5,135.87	\$454.96	\$37,000.20	\$1,590.49	\$27,930.85	\$4,917.91	\$407.60	\$34,846.86	\$1,482.97	\$22,682.93	\$4,263.94	\$283.97	\$28,713.80
Active Accounts	133,669	523,837	314,564	23,494	995,564	132,828	510,349	310,509	22,752	976,438	130,337	464,483	295,252	20,021	910,093
Funded Accounts	116,811	506,343	302,675	19,385	945,214	117,755	496,641	302,717	18,831	935,944	121,651	464,115	303,932	16,878	906,576
NV Account Owners (Unique)	5,457	4,901	2,187	136	12,681	5,374	4,787	2,195	134	12,490	5,151	4,419	2,182	114	11,866
Account Owners	81,667	288,119	177,460	13,127	560,373	82,352	282,795	177,762	12,818	555,727	85,216	265,296	179,278	11,797	541,587
New Funded Accounts	637	12,130	3,807	670	17,244	808	15,855	5,078	992	22,733	584	9,986	6,071	544	17,185
Average Account Assets	\$14,059.25	\$58,788.39	\$16,968.28	\$23,469.85	\$39,144.79	\$13,506.77	\$56,239.52	\$16,245.90	\$21,645.35	\$37,231.78	\$12,190.35	\$48,873.50	\$14,029.26	\$16,824.82	\$31,672.80
NV Funded Accounts	9,625	8,493	3,753	212	22,083	9,500	8,290	3,765	208	21,763	9,048	7,591	3,726	180	20,545
NV Average Account Assets	\$9,051.64	\$41,683.70	\$14,181.24	\$14,833.88	\$22,529.04	\$8,692.96	\$39,978.68	\$13,676.02	\$13,796.93	\$21,521.22	\$7,760.72	\$35,095.48	\$11,773.24	\$11,080.32	\$18,617.20
NV AUM (Millions)	\$87.12	\$354.02	\$53.22	\$3.14	\$497.51	\$82.58	\$331.42	\$51.49	\$2.87	\$468.37	\$70.22	\$266.41	\$43.87	\$1.99	\$382.49

Highlights This Period

		Second Quarter 2021					First Quarter 2021					Second Quarter 2020				
		SSGA Upromise 529	The Vanguard 529 College Savings Plan	USAA 529 College Savings Plan	Wealthfront College Savings Program	Total	SSGA Upromise 529	The Vanguard 529 College Savings Plan	USAA College Savings Plan	Wealthfront College Savings Program	Total	SSGA Upromise 529	The Vanguard 529 College Savings Plan	USAA 529 College Savings Plan	Wealthfront College Savings Program	Total
Inflow (Millions)	Contribution	\$26.57	\$555.21	\$120.31	\$23.96	\$726.05	\$32.27	\$748.26	\$144.27	\$28.74	\$953.54	\$24.76	\$391.88	\$110.60	\$14.82	\$542.07
	Plan Transfer In	\$0.04	\$6.21	\$0.38	\$0.72	\$7.35	\$0.06	\$11.93	\$0.48	\$0.69	\$13.16	\$0.01	\$16.85	\$0.22	\$0.46	\$17.54
	Rollover In	\$0.32	\$46.68	\$1.47	\$0.58	\$49.05	\$0.80	\$58.50	\$1.26	\$0.54	\$61.10	\$1.53	\$34.39	\$1.89	\$0.53	\$38.33
	Gross Contributions	\$26.93	\$608.10	\$122.16	\$25.27	\$782.45	\$33.13	\$818.69	\$146.01	\$29.98	\$1,027.80	\$26.30	\$443.12	\$112.71	\$15.81	\$597.94
Outflow (Millions)	Fee	(\$0.45)	(\$0.01)	(\$0.05)	(\$0.22)	(\$0.74)	(\$0.50)	(\$0.02)	(\$0.06)	(\$0.20)	(\$0.78)	(\$0.47)	(\$0.01)	(\$0.04)	(\$0.13)	(\$0.65)
	Plan Transfer Out	(\$1.22)	(\$0.59)	(\$5.33)		(\$7.14)	(\$1.08)	(\$0.33)	(\$11.11)	\$0.00	(\$12.53)	(\$0.54)	(\$0.08)	(\$16.74)		(\$17.36)
	Rollover Out	(\$4.23)	(\$46.13)	(\$44.60)		(\$94.97)	(\$4.70)	(\$44.56)	(\$75.22)	\$0.02	(\$124.46)	(\$2.51)	(\$26.75)	(\$64.05)		(\$93.31)
	Withdrawal	(\$20.60)	(\$129.14)	(\$40.28)	(\$2.89)	(\$192.90)	(\$35.61)	(\$249.41)	(\$61.72)	(\$4.42)	(\$351.16)	(\$14.26)	(\$89.09)	(\$37.32)	(\$4.00)	(\$144.67)
Gross Distributions		(\$26.50)	(\$175.88)	(\$90.25)	(\$3.11)	(\$295.75)	(\$41.89)	(\$294.33)	(\$148.11)	(\$4.60)	(\$488.93)	(\$17.78)	(\$115.93)	(\$118.16)	(\$4.12)	(\$255.99)
Total Net Contributions (Millions)		\$0.42	\$432.22	\$31.91	\$22.15	\$486.70	(\$8.76)	\$524.36	(\$2.10)	\$25.38	\$538.87	\$8.52	\$327.19	(\$5.45)	\$11.69	\$341.95
Rollovers In (Thousands)	Plan Transfer In	\$44.29	\$6,205.59	\$384.91	\$717.07	\$7,351.86	\$57.77	\$11,932.07	\$481.16	\$692.45	\$13,163.45	\$11.24	\$16,853.46	\$216.71	\$458.55	\$17,539.97
	Rollover In	\$317.47	\$46,682.22	\$1,468.58	\$584.33	\$49,052.61	\$803.53	\$58,495.36	\$1,259.20	\$539.50	\$61,097.60	\$1,525.30	\$34,385.88	\$1,891.59	\$532.23	\$38,334.99
	Gross Rollovers In	\$361.77	\$52,887.81	\$1,853.49	\$1,301.40	\$56,404.47	\$861.30	\$70,427.44	\$1,740.36	\$1,231.95	\$74,261.04	\$1,536.54	\$51,239.34	\$2,108.30	\$990.78	\$55,874.96
Rollovers Out (Thousands)	Plan Transfer Out	(\$1,222.25)	(\$592.98)	(\$5,325.40)		(\$7,140.63)	(\$1,080.65)	(\$334.60)	(\$11,111.30)	\$0.00	(\$12,526.54)	(\$535.46)	(\$78.41)	(\$16,741.58)		(\$17,355.44)
	Rollover Out	(\$4,234.56)	(\$46,133.06)	(\$44,601.82)		(\$94,969.44)	(\$4,697.29)	(\$44,559.40)	(\$75,223.71)	\$16.32	(\$124,464.08)	(\$2,507.21)	(\$26,752.48)	(\$64,054.32)		(\$93,314.01)
	Gross Rollovers Out	(\$5,456.81)	(\$46,726.04)	(\$49,927.22)		(\$102,110.08)	(\$5,777.94)	(\$44,894.00)	(\$86,335.00)	\$16.32	(\$136,990.62)	(\$3,042.66)	(\$26,830.89)	(\$80,795.89)		(\$110,669.45)
Net Rollovers (Thousands)		(\$5,095.05)	\$6,161.77	(\$48,073.73)	\$1,301.40	(\$45,705.61)	(\$4,916.64)	\$25,533.44	(\$84,594.65)	\$1,248.27	(\$62,729.58)	(\$1,506.12)	\$24,408.44	(\$78,687.59)	\$990.78	(\$54,794.49)

SSGA Upromise 529 Plan Service Levels

	Service Level Agreement	SSgA Upromise 529 Actual 4/30/2021	SSgA Upromise 529 Actual 5/31/2021	SSgA Upromise 529 Actual 6/30/2021
TRANSACTIONS				
Financial sub deposits (same day)	98.00%	100%	100%	100%
Financial sub deposits (accuracy)	98.00%	98%	100%	100%
New account set up (same day)	98.00%	100%	100%	100%
New account set up (accuracy)	97.00%	100%	100%	100%
Withdrawal (same day)	98.00%	100%	100%	100%
Withdrawal (accuracy)	98.00%	N/A	100%	95%
Non-financial maintenance (3 day)	98.00%	100%	100%	100%
Non-financial maintenance (accuracy)	98.00%	100%	100%	100%
Financial correspondence (2 day)	98.00%	100%	100%	100%
Non-financial correspondence (7 day)	98.00%	100%	100%	100%
As of trading (accuracy)	98.00%	94.4%	100%	100%
Phones				
Average answer time	30 seconds or less	0:14	0:12	0:12
Average abandonment rate	5% or less	0.00%	0.09%	0.16%
Phone inquiries responded to	Within 30 seconds	1,351 (94.41%)	1,100 (96.58%)	1,172 (94.90%)
Email processed	Within 2 business days	100%	100%	100%
Meet licensing requirements				
INFORMATION DELIVERY				
Marketing kits delivered	Within 3 business days	Yes	Yes	Yes
Annual statements, quarterly statements and confirms	Delivered within industry guidelines	Yes	Yes	Yes

Client Service Metrics – Missed SLA Explanation

April: SSGA – As of Trading Accuracy (SLA 98% / Actual SLA 94.44%)

18 backdate transactions reviewed with one (1) error identified

- Trade date is incorrect – U497456497

June: SSGA – Withdrawal Accuracy (SLA 98% / Actual SLA 95.00%)

20 withdrawal transactions reviewed with one (1) error identified

- AO last name differs between plans – U494615054

Marketing Activity

Table of Contents

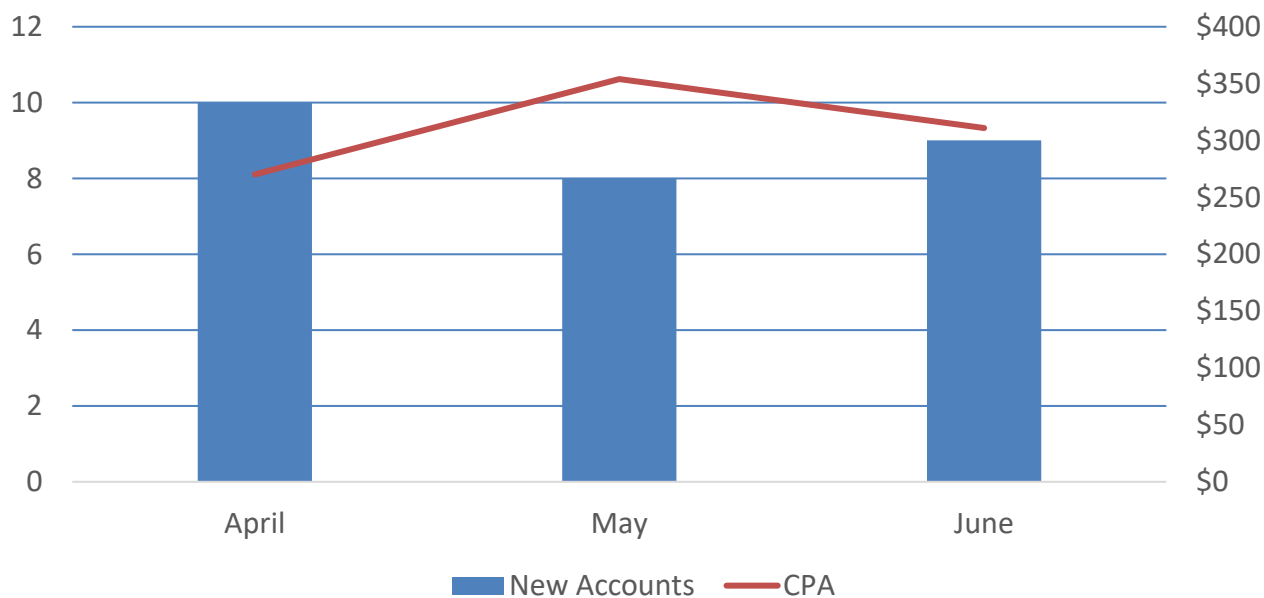
- Section I: SSGA Upromise 529 Plan
- Section II: Vanguard 529® College Savings Plan
- Section III: Victory Capital/USAA 529 College Savings Plan®
- Section IV: Wealthfront College Savings Plan

Section I

SSGA Upromise 529 Plan Marketing Activity

Search Engine Marketing

New Account Conversions Q2 (April – June 2021)



Q2 SEM Notes:

- Total # of New Accounts = 21
- Average Cost/Acquisition = \$311.67

For Institutional Investor Use Only – Prepared at the request of the Nevada State Treasurers Office

Search Engine Marketing (Cont'd)

SEM Campaign Results Q2 (April – June 2021)

Bottom Funnel (Branded SEM Campaigns)

Impressions	Search Impression Share	Clicks	CTR	Avg. Cost/Click
2,648	88.58%	854	30.62%	\$8.21

Top-Mid Funnel (Non-Branded SEM Campaigns)

Impressions	Search Impression Share	Clicks	CTR	Avg. Cost/Click
8,789	56.97%	1,038	13.10%	\$2.34

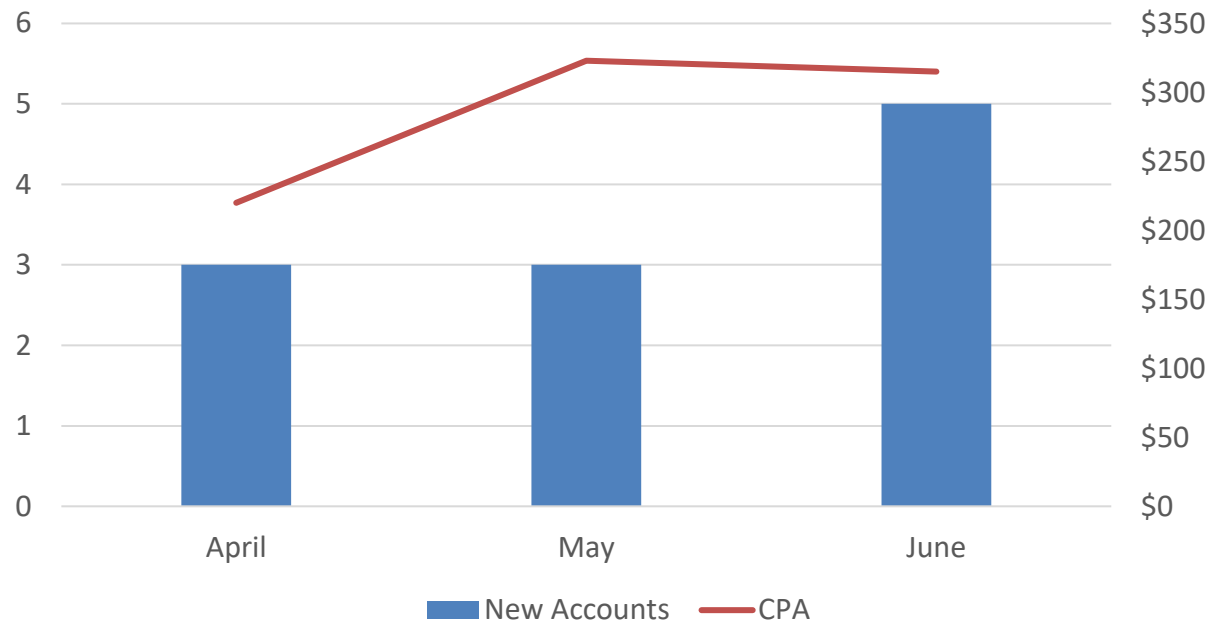
Q2 SEM Campaign Category Notes:

- Bottom funnel traffic represents 529 prospects who have more awareness about the SSGA Upromise plan. These prospects are closer to converting to account owners than their top-mid funnel traffic counterparts.

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SavingforCollege.com Marketing

New Account Conversions Q2 (April – June 2021)



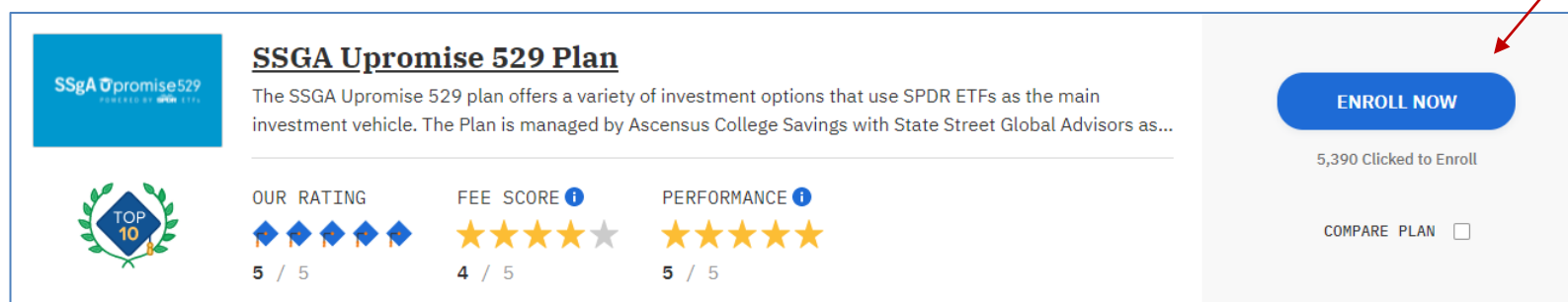
Q2 SFC Notes:

- Total # of New Accounts = 11
- Average Cost/Acquisition = \$286

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Savingforcollege.com (Cont'd)

SFC Campaign Notes



SSGA Upromise 529 Plan

The SSGA Upromise 529 plan offers a variety of investment options that use SPDR ETFs as the main investment vehicle. The Plan is managed by Ascensus College Savings with State Street Global Advisors as...

TOP 10

OUR RATING
5 / 5

FEE SCORE
4 / 5

PERFORMANCE
5 / 5

ENROLL NOW

5,390 Clicked to Enroll

COMPARE PLAN ☐

SFC.com Notes:

- Advertising \$\$ pays for the “Enroll Now” button
- This channel continues to drive enrollment at a low cost, and we will continue to push it through the remainder of the 2021 calendar year

For Institutional Investor Use Only – Prepared at the request of the Nevada State Treasurers Office

Google Analytics Results

Top Campaign Website Traffic Drivers: Q2 (April – June 2021)

Campaign Name	Users	Sessions	Pages/Session	Average Session Duration	Account Conversions
Search Engine Marketing	1,687	2,351	7.39	2:30	21
Account Owner & Prospect Webinar Email Campaign (sent April 8, 2021)	339	510	17.75	4:00	2
Nevadas529.com (field rep tracking link)	310	504	16.44	6:06	17
Savingforcollege.com “Enroll Now” Button	146	223	12.67	4:50	11
Upromise.com Referral Traffic	78	103	3.91	0:43	0
NV529.org “Learn More” Button	51	67	9.99	7:17	3

Q2 Campaign Traffic Notes:

- Metrics pulled from Google Analytics data
- SEM continues to be the most cost-effective, trackable channel for prospect conversion

For Institutional Investor Use Only – Prepared at the request of the Nevada State Treasurers Office

Email Campaigns

New Account Owner Email Series Results Q2 (April – June 2021)

Version	Delivered Count	Open Rate	Clickthrough Rate	Click to Open Rate	Unsubscribe Rate
Summary (National)	151	54.3% (+33.2%)	9.9% (+8.4%)	18.3% (+14.3%)	0.6% (-0.5%)
Summary (Nevada)	92	48.9% (+27.9%)	6.5% (+5.0%)	13.3% (+9.3%)	0.0% (+0.1%)
AIP	638	41.8% (+20.8%)	2.5% (+1.0%)	6.0% (+2.0%)	0.7% (-0.6%)
Ugift®	19,536	18.6% (-2.4%)	0.8% (-0.7%)	4.4% (+0.4%)	0.2% (-0.1%)
E-delivery	132	40.2% (+19.2%)	7.6% (+6.1%)	18.9% (+14.9%)	0.7% (-0.6%)

Email Campaign: Broadcast Send

Webinar Email

Sent Date: April 8, 2021

Audience: All AO's and Prospects

Goal: To encourage participation in a virtual webinar run by the field team about 529 basics and the benefit of saving for education.

Subject Line: Saving for education? Start on your couch

Metrics:

- Delivered **78,033**
- Open Rate **25.1%** (+4.1%)
- Click through Rate **1.65%** (+0.15%)
- Click to Open Rate **6.45%** (+2.45%)
- Unsubscribe Rate **1.05%** (-0.95%)

Section II

SSGA Upromise 529 Plan RIA Marketing & Distribution Initiatives

SSGA Upromise 529 Plan — RIA Marketing Highlights

FY 2021: April – June 2021

Tactic	Results				
Paid Search	<p>Overall: 1,138,327 impressions and 219 downloads across search and GDN</p> <table><tr><td>Paid Search</td><td>Google Display Network (GDN)</td></tr><tr><td><ul style="list-style-type: none">• 3,338 clicks• CTR 1.98%• 211 downloads• Launched responsive search ads (RSAs) in June and saw CTR increase to 3.15%.</td><td><ul style="list-style-type: none">• 5,147 clicks• CTR 0.53%• 8 downloads• Launched new customer list in May to enhance targeting capabilities; CTR increased from 0.24% in April to 1.18% in June</td></tr></table>	Paid Search	Google Display Network (GDN)	<ul style="list-style-type: none">• 3,338 clicks• CTR 1.98%• 211 downloads• Launched responsive search ads (RSAs) in June and saw CTR increase to 3.15%.	<ul style="list-style-type: none">• 5,147 clicks• CTR 0.53%• 8 downloads• Launched new customer list in May to enhance targeting capabilities; CTR increased from 0.24% in April to 1.18% in June
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Email	<p>529 Day – sent Friday May 28</p> <p>Promoted client-ready resources, including <i>A Guide for Wealth Managers</i> and <i>Taking a Gap Year? Don't Take Your Foot off the Gas on Saving for College</i>. Performance was slightly above average even though the email was sent on a Friday, which typically has low engagement.</p> <ul style="list-style-type: none">• Initial send: 20,783 delivered 4590 opens (22.1%) 754 clicks (3.6%)				

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For more information about the SSGA Upromise 529 Plan ("the Plan") download the Plan Description and Participation Agreement or request one by calling 1-800-587-7305. Investment objectives, risks, charges, expenses, and other important information are included in the Plan Description; read and consider it carefully before investing. Ascensus Broker Dealer Services, LLC. ("ABD") is distributor of the Plan.

Please Note: Before you invest, consider whether your or the beneficiary's home state offers any state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that are only available for investments in that state's qualified tuition program. You should also consult your financial, tax, or other advisor to learn more about how state-based benefits (or any limitations) would apply to your specific circumstances. You also may wish to contact directly your home state's 529 college savings plan(s), or any other 529 plan, to learn more about those plans' features, benefits, and limitations. Keep in mind that state-based benefits should be one of many appropriately weighted factors to be considered when making an investment decision.

Not FDIC Insured –No Bank Guarantee – May Lose Value

Web: www.ssga.com www.ssga.upromise529.com

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United States: State Street Global Advisors, 1 Iron Street, Boston, MA 02210-1641

Tracking Number: 2991322.6.1.AM.RTL | Expiration Date: August 31, 2022

Section III

Vanguard 529[®] College Savings Plan Marketing Activity

Marketing & Communications

GOALS

Grow the total number of accounts in the VG 529 Plan through:

- Raising awareness as the plan of choice for Nevada residents, Vanguard retail clients, and education savers nationwide
- Increasing the number of new marketing-attributed accounts
- Deepening engagement and driving positive outcomes for existing 529 plan clients

Q2 2021 RESULTS & UPDATES

- Advertising
 - Search
 - Remarketing
 - Site direct
- Email
 - Trigger-based emails
 - Account owner nudges
 - Prospect emails
- Content & Organic Social Media
 - 529 Day
 - Decision Tree

Q3 2021 EFFORTS IN FLIGHT

- Advertising
 - Search
 - Remarketing
 - Site direct
 - Social media
- Email
 - Prospect email & web banners
 - Birthday AO email nudges
- Direct mail
- Web, Content, & Organic Social Media
 - Interstitial web pop-up
 - Article – Invest or save for education
 - Blog – Back to school

Advertising

Paid search, Remarketing, & Site direct

Campaign details

Goal

Acquire new marketing-attributed accounts

Primary target audience

- Prospects searching for college savings related content
- Users who have visited college savings content on Vanguard.com
- Parents 29 to 49 with children under age 10
- Grandparents of young children

Channels

- Paid search
- Remarketing
- Site direct on SavingForCollege.com

Timing

Vanguard transitioned to a new media agency at YE, requiring the first 2 months of 2021 to lay the foundation to reinstate proven tactics. Traditional tactics were re-introduced in mid-March and results shown are representative of Q2.

Final results & focus

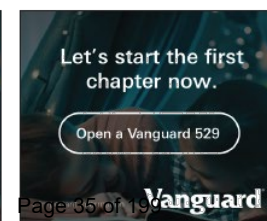
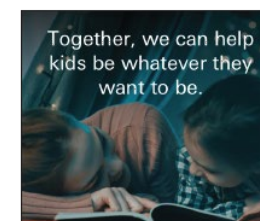
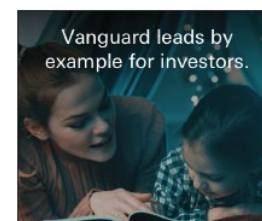
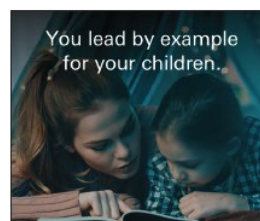
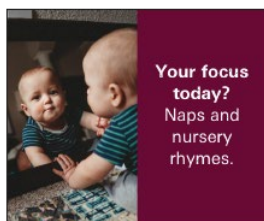
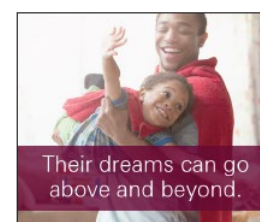
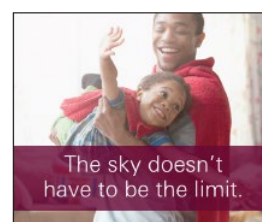
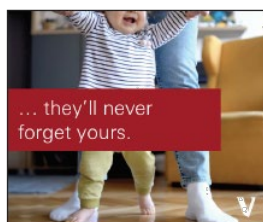
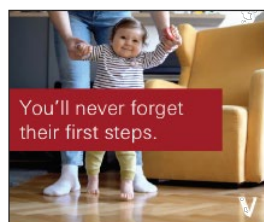


1880 – New 529 marketing attributable VG plan accounts

Optimization is the current focus.

In partnership with our new agency, the first half of 2021 has prioritized lower funnel, demand-based tactics in order to:

- Establish a point of diminishing return for proven tactics within paid digital (search, remarketing, SavingForCollege.com)
- Identify the ceiling for paid digital tactics that will net positive ROI and drive conversions within 90 days
- Evaluate new channels with the potential to maximize opportunity and scale



Email Outreach

Trigger-based, account owner nudge, prospecting

Trigger-based email results

Goal

To use data-driven triggers (a visit to a Vanguard.com 529 page) to initiate a conversation with prospects via email, while still top of mind.

Client experience

- Within 48 hours of visiting a Vanguard.com 529 page, prospects who have not opened a 529 receive the 1st of 2 email outreach.
- 7 days later, if no conversion has taken place, they will receive the second email.

Results

- 929 New accounts (YTD)
- Email 1: 46% open rate, 4% click rate
- Email 2: 46% open rate, 4% click rate

Q1 Account owner nudge results

Goal

To encourage existing account owners to continue to contribute to their 529.

Client experience

- Dormant AOs (those who have not contributed to their account in 12+ months) were encouraged to make a contribution.
- Active AOs (those who have contributed within 12 months) were encouraged to enroll in an automatic investment plan.

Results

- Dormant: 31% open rate, 0.7% click rate
- Active: 36% open rate, 1% click rate
- \$83M in contributions to existing AO accounts
- 1,411 new enrollments in an automatic investment plan

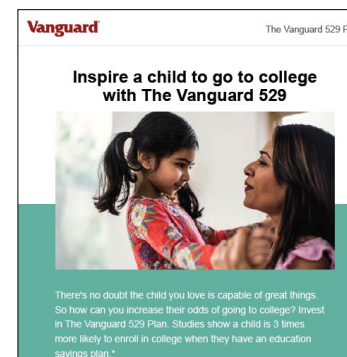
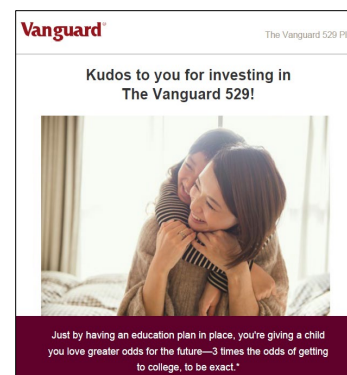
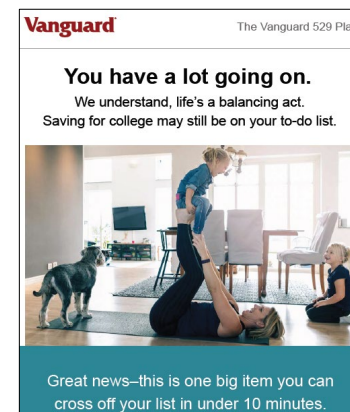
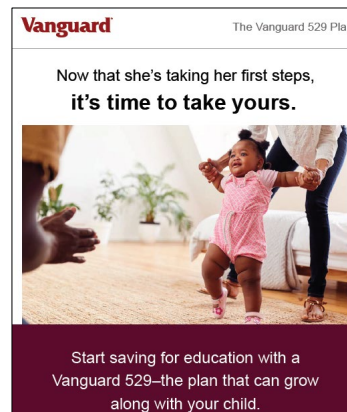
Q1 Prospect email results

Goal

To encourage existing Vanguard clients who have the presence of a child to open a Vanguard 529 account.

Results

- Open rate: 28%
- Click rate: 0.7%
- 89 new accounts



Content & Social Media

Blog, Twitter, Facebook, Instagram & LinkedIn

Average
Engagement

1%



Total
Impressions

24K



Average
Clicks

24



Average
Engagement

4.1%



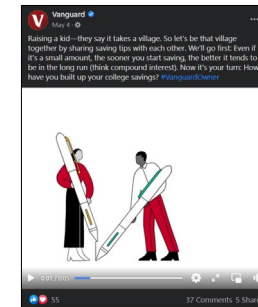
Total
Impressions

11K



Average
Clicks

1



Average
Engagement

2.6%



Total
Impressions

20K



Page
Visits

4,759



Average
Engagement

1.6%



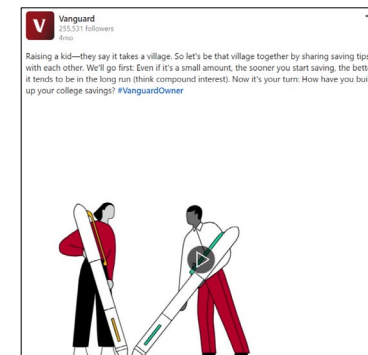
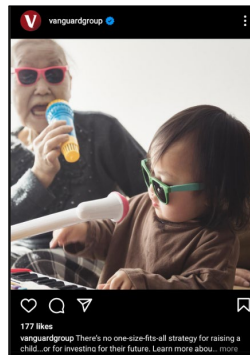
Total
Impressions

16K



Average
Clicks

163



Section IV

Victory Capital USAA® 529 College Savings Plan Marketing Activity

Campaigns in Partnership with USAA



SAVE FOR AN EDUCATION, PREPARE FOR THE FUTURE.
Simple and flexible 529 plans for as little as \$50/month.

[Learn More](#)

Desktop Ad

- Refreshed online creative ads for 529
- Impressions increased 3%
- Click rate increased 18%



Save for an education.

Start preparing for expenses with simple, flexible 529 plans.

[Learn More](#)

Mobile Ad

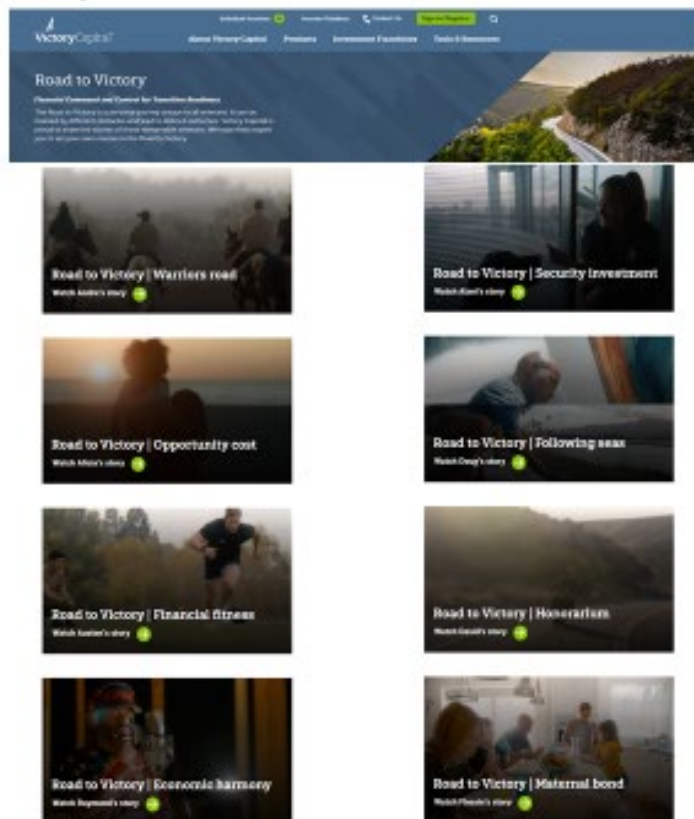
Victory Capital Presentation to Ascensus regarding the 529 Plan offered by Victory Capital Services, Inc.

3

Military Financial Readiness



Completed first full series in the Road to Victory



Highlights

- Program generated 4.5M+ social engagement impressions from our site and influencer platforms as of 8/26
- Financial fitness video generated the most page views and visitors
- Overall landing page generated the second most page views and visitors

Victory Capital Presentation to Ascensus regarding the 529 Plan offered by Victory Capital Services, Inc.

4

529 Back to School Campaign



Qualified Expenses for Your 529 Plan

K-12 Covered Expenses

A 529 Plan will cover tuition up to \$10K per year for K-12

College Undergrad & Graduate Covered Expenses

- Tuition & Fees: Includes most participation fees, tuition, and other charges
- Room & Board: Room, board, and other charges
- Books & Supplies: Specifically required books
- Equipment: Items for education, such as a laptop
- Special Needs: Services for special needs students

Vocational Schools & Continuing Education Covered Expenses

- Tuition & Fees
- Books & Supplies
- Equipment

Apprenticeships & Other Covered Expenses

- Tuition & Fees: For the cost of training and tuition
- Books & Equipment: Specifically required books
- Payment of Student Loans: \$10,000 maximum per year for each student

Notes:
Not all expenses are eligible. The examples listed above are for illustrative purposes only and do not represent an exhaustive list of eligible expenses. For more information, please visit www.usaa.com/529.

VictoryCapital | If you have any questions, please call us at 844.544.2544 or visit our website at www.usaa.com

Q3 to date

Email	Delivered	Open Rate	Click Rate
Back to School – qualified expenses	389,949	16%	0.2%

Summary:

- 3 emails in the series focused on
 - Qualified expenses
 - Planning with our college savings calculator – go live 9/1
 - Tax advantages – go live 9/22

Social Media to Engage Audience



2nd Half 2021 Priorities

- Expanded our social media presence on the consumer-oriented social platform, Instagram
- Continue growing brand awareness among current clients and prospects
- Equip audience with value-add services & content, drive web traffic
- Provide personalized & timely social client care
- Highlight various investment vehicles
- Leverage 3 types of paid social to drive further awareness, engagement and conversions
 - Follower growth campaigns
 - Facebook boost strategy
 - Paid social ads to drive awareness & sales



Victory Capital @VCHWEEKS - Aug 17
Saving for college is like using your allowance to save for a new bike - both require patience, discipline and a plan. 📈 Explore #CollegeSavings options that could help you on the ride to #SavingforCollege. [bit.ly/VCHWEEKS](#)



Victory Capital @VCHWEEKS - August 17 at 11:00 AM · 40
You've always been a super hero for your little students, but by adding them to their new playgroup, you're up for superhero super hero. [bit.ly/VCHWEEKS](#)



Upcoming Campaigns



Campaign in development

- Continue with 529 back to school series
- Holiday gifting
 - Targeted emails based on segmentation
 - Gifting from grandparents
 - Ugift
 - Distinguished Valor Matching Grant Program
 - Setting up an AIP

Victory Capital Presentation to Ascensus regarding the 529 Plan offered by Victory Capital Services, Inc.

7

Service and Communications



Launched our mobile app



Email



Landing page

Highlights

- The email focused on inviting 700k+ investors to download our app
- App downloads continue to increase across both mobile platforms

App store reviews

- "Thanks so much for making an app!!! Super easy now to sign in with finger print to check my balance"
- "The new Victory Capital app is well designed and lets me manage all the essentials of my investment accounts"

Victory Capital Presentation to Ascensus regarding the 529 Plan offered by Victory Capital Services, Inc.

8

Attended NGAUS in Las Vegas



- Invited as guests to attend the National Guard Association of the United States
- Focused on building relationships with prospects and current investors
- Received a lot of interest in our 529 plan
- Invited to attend additional NGAUS conferences in other states

Victory Capital Presentation to Ascensus regarding the 529 Plan offered by Victory Capital Services, Inc.

9

Disclosures

Consider the investment objectives, risks, charges and expenses of the USAA 529 College Savings Plan (Plan) carefully before investing. Call 800-235-8396 to request a Plan Description and Participation Agreement containing this and other important information about the Plan from Victory Capital Services, Inc., Underwriter and Distributor. Read it carefully before investing. You should compare the Plan with any 529 Plan offered by your home state or your beneficiary's home state and consider, before investing, any state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that are only available for investments in the home state's plan.

Victory Capital means Victory Capital Management Inc., the investment adviser of the USAA 529 College Savings Plan (Plan). The Plan is distributed by Victory Capital Services, Inc., member FINRA, an affiliate of Victory Capital. Victory Capital and its affiliates are not affiliated with United Services Automobile Association or its affiliates. USAA and the USAA logos are registered trademarks and the Plan logo is a trademark of United Services Automobile Association and is being used by Victory Capital and its affiliates under license.

Interests in the USAA 529 College Savings Plan (Plan) are municipal fund securities issued by the Nevada College Savings Trust Fund (Trust). The value of an investment in the Plan will vary with market conditions. The Plan is administered by the Nevada State Treasurer, Zach Conine. Victory Capital Management Inc. (Victory Capital) provides investment management services, and Victory Capital Services, Inc. markets and distributes the Plan. Ascensus Broker Dealer Services, Inc. serves as the Program Manager as well as effects account owner transactions in the Plan. Interests in the Plan are not guaranteed by the Trust, the Plan, the state of Nevada, the Board or any other governmental entities, or any USAA, Victory Capital or Ascensus entities and you could lose money.

Section V

Wealthfront College Savings Plan® Highlights/Marketing Activity

Highlights This Period

	Second Quarter 2021	First Quarter 2021	Fourth Quarter 2020
	Wealthfront College Savings Plan	Wealthfront College Savings Plan	Wealthfront College Savings Plan
AUM (Millions)	\$454.96	\$407.60	\$370.68
Funded Accounts	19,385	18,831	17,941
NV Account Owners (Unique)	136	134	126
Account Owners	13,127	12,818	12,352
New Funded Accounts	670	992	780
Average Account Assets	\$23,469.85	\$21,645.35	\$20,661.24
NV Funded Accounts	212	208	188
NV Average Account Assets	\$14,833.88	\$13,796.93	\$12,039.68
NV AUM (Millions)	\$3.14	\$2.87	\$2.26

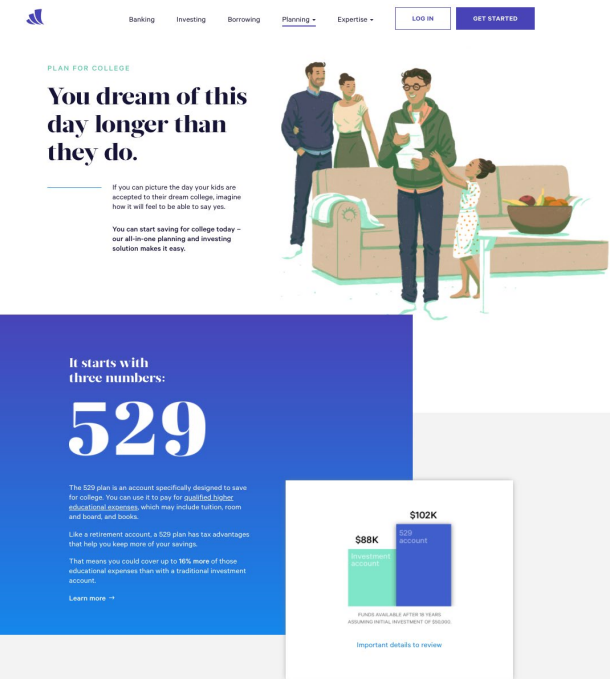
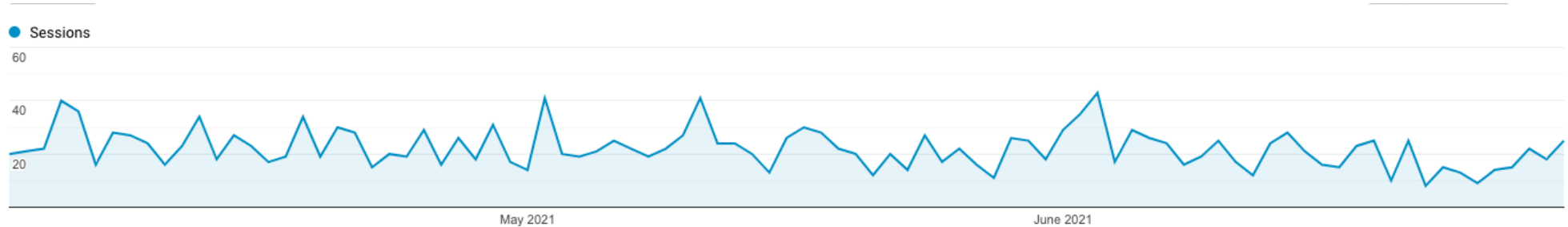


Highlights This Period

		Second Quarter 2021	First Quarter 2021	Fourth Quarter 2020
		Wealthfront College Savings Plan	Wealthfront College Savings Plan	Wealthfront College Savings Plan
Inflow (Millions)	Contribution	\$23.96	\$28.74	\$17.42
	Plan Transfer In	\$0.72	\$0.69	\$0.21
	Rollover In	\$0.58	\$0.54	\$0.35
	Gross Contribution	\$25.27	\$29.98	\$17.98
Outflow (Millions)	Fees	(\$0.22)	(\$0.20)	(\$0.08)
	Plan Transfer Out	\$0.00	\$0.00	\$0.00
	Rollover Out	\$0.00	\$0.02	(\$2.49)
	Withdrawals	(\$2.89)	(\$4.42)	(\$1.33)
	Gross Distributions	(\$3.11)	(\$4.60)	(\$3.90)
Total Net Contributions (Millions)		\$22.15	\$25.38	\$14.08
Rollovers In (Thousands)	Plan Transfer In	\$717.07	\$692.45	\$213.53
	Rollover In	\$584.33	\$539.50	\$353.10
	Gross Rollover In	\$1,301.40	\$1,231.95	\$566.63
Rollovers Out (Thousands)	Plan Transfer Out	\$0.00	\$0.00	\$0.00
	Rollover Out	\$0.00	\$16.32	(\$2,485.40)
	Gross Rollover Out	\$0.00	\$16.32	(\$2,485.40)
Net Rollover (Thousands)		\$1,301.40	\$1,248.27	(\$1,918.77)



Wealthfront College Savings Landing Page



Landing page updated on 11/24/2020

Wealthfront College Savings Email Conversion

Open Rate	63.64%
Click Rate	9.09%
Unsub Rate	0%

Congrats!
You've taken a huge step towards investing in your child's future - great work!

Learn how you can use Wealthfront to help you achieve the life you want.

Here's what we do:

- 1 SHOW YOU THE BIG PICTURE**
Own real estate? Have external investment accounts? The more we know about you, the better advice we can provide.
[LINK YOUR ACCOUNTS](#)
- 2 EXPLORE WHAT'S POSSIBLE WITH A FREE DYNAMIC FINANCIAL PLAN**
From planning your next dream vacation to buying a new home to early retirement, we'll help you see where you are today and explore what's possible tomorrow.
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Whether you're holding onto funds until you're ready to invest, building a rainy day fund, or saving for a big expense such as a down payment, our high-interest cash account is a secure place to grow your cash and reach your short-term goals faster.
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COMFORTABLE
2BR in San Francisco
Planning to buy a home for \$1.2M in 2021

MANAGEABLE
Time off to Travel
Spend \$2,600 per month for 10 months

COMFORTABLE
New Nursery Room
Planning to spend \$10,000 on a new nursery for Annie

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Wealthfront Corporation, 281 Hamilton Ave Palo Alto, California, 94301, US

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All investing involves risk, including the possible loss of money you invest, and past performance does not guarantee future performance. Please consider the risks and rewards of each investment, and the risks and benefits of each investment. Please read our [Risk Disclosure Statement](#).

The Wealthfront 529 College Savings Plan (the "Plan") is sponsored by the State of Nevada, acting through the Trustees of the Nevada College Savings Trust Fund and American Broker-Dealer Services, Inc. as the Plan Manager. Wealthfront Brokerage LLC serves as distributor and underwriter of the Plan. For more information about the Plan, you can download the [Plan Description](#) and [Participant Agreement](#) or request one by emailing support@wealthfront.com.

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Path is a planning model that allows Clients to explore projections of various possible financial outcomes based on data from your linked external financial accounts, a variety of other inputs, your tolerance for risk and your current investments. College Planning enhances the features of Path and provides for [additional planning](#) functionality using additional inputs and assumptions.

Wealthfront Advisers LLC is an SEC-registered investment advisor providing financial advisory and planning services to investors who become clients pursuant to a written agreement, which you can [read here](#). Path's financial planning models are designed to assist Clients in preparing for their financial future and allows them to personalize assumptions for their portfolios.

Important Wealthfront 529 College Savings Plan Disclosures

The Wealthfront 529 College Savings Plan ("the Plan") is sponsored by the State of Nevada, acting through the Board of Trustees of the College Savings Plans of Nevada, and administered by the State Treasurer's Office. Ascensus Broker Dealer Services, Inc. serves as Program Manager.

Anyone may invest in the Plan and use the proceeds to pay for qualified higher education expenses of a beneficiary at an eligible educational institution. If you withdraw money for something other than qualified higher education expenses, you will owe federal income tax and may face a 10% federal tax penalty on your earnings.



Important Wealthfront 529 College Savings Plan Disclosures, continued

Before investing in a 529 plan, consider whether your state's plan or that of your beneficiary offers state tax and other benefits not available through the Plan. Nevada residents who open a Wealthfront 529 College Savings Plan account will have their first \$25,000 managed for free.

All investing involves risk, including the possible loss of money you invest. Past performance does not guarantee future performance. Consider the investment objectives, risks, charges, and expenses of any 529 plan before investing. Please review the [Plan Description and Participation Agreement](#) carefully before investing. Request one by calling us at (844) 995-8437 or emailing support@wealthfront.com. Your investment is not insured or guaranteed by the State of Nevada, the Board, Plan or any state official, the FDIC or any other federal agency, the Program Manager or Wealthfront.

Wealthfront Brokerage LLC, member [FINRA](#) / [SIPC](#), is a wholly-owned subsidiary of Wealthfront Corporation and serves as distributor and underwriter of the Plan. Neither Wealthfront Brokerage LLC or Wealthfront Advisers provide tax advice, and investors are encouraged to consult with their personal tax advisor.



Administered by
Nevada State Treasurer

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 5
September 23, 2021

Item: Putnam 529 for America program manager's report for the quarter ended June 30, 2021

Summary:

Judy Minsk, Director Investment Strategies, with Putnam Investments, will be available to answer questions.

Fiscal Impact: None by this action.

Recommendation:

To accept and approve the Putnam 529 for America program manager's report for the quarter ended June 30, 2021.

College Savings Plans of Nevada Board of Trustees Meeting

Putnam 529 for AmericaSM Quarterly Report

April 1 – June 30, 2021
FY 2021 Q4

Putnam 529 for America

Commentary as of 6/30/21 (FY 2021 Q4)

Plan update

- Putnam 529 for America plan assets were flat vs. prior quarter: \$479M
- Total gross contributions were down 28% for the quarter but up 3% versus prior year
- Distributions were down significantly vs. prior quarter, to be expected given tuition payments in Q1
- Net contributions were up 86% versus the prior quarter and up 38% year over year
- NV assets and new accounts were up for the quarter and versus prior year, overall balances were slightly down for the quarter but up 18% vs, prior year
- NV sales were once again in the top 5 states for the quarter

Putnam updates

- Conducted annual due diligence meetings with staff on July 1
- Submitted annual investment review responses to staff in July, based on data as of 6/30/21
- Per previous communication, Bill Kohli, Co- Chief Investment Officer, Fixed Income, has retired from Putnam as of 6/30/21. Michael Salm, formerly Co-Chief, is now Chief Investment Officer, Fixed Income.
- Bob Burns, General Counsel, has also retired from the firm as of 6/30/21. Stephen Tate has been promoted to General Counsel and Chief Legal Officer. Caitlin Robinson, has been promoted to Senior Counsel and is Putnam's primary contact for STO.

Putnam 529 for America

Highlights as of 6/30/21 (FY 2021 Q4)

Highlights this period	2nd quarter 2021	1st quarter 2021	% change QvQ	2nd quarter 2020	% change y/y
Assets under management	\$479,119,213	\$479,520,063	-0.08%	\$434,325,653	10.31%
Total funded accounts	18,634	18,717	-0.44%	19,168	-2.79%
Total # unique customers	10,613	10,699	-0.80%	10,978	-3.32%
New accounts	188	248	-24.19%	165	13.94%
Average customer balance	\$25,712	\$25,619	0.36%	\$22,659	13.47%
Nevada total assets	\$14,739,560	\$14,512,882	1.56%	\$11,957,979	23.26%
Nevada funded accounts	625	609	2.63%	600	4.17%
Nevada average customer balance	\$23,583	\$23,831	-1.04%	\$19,930	18.33%
New Nevada accounts	19	18	5.56%	7	171.43%
Total gross contributions	\$5,873,154	\$8,264,422	-28.93%	\$5,675,877	3.48%
Total distributions	\$6,242,746	\$10,966,331	-43.07%	\$6,270,218	-0.44%
Net contributions	(\$369,593)	(\$2,701,910)	86.32%	(\$594,341)	37.81%
Rollovers in	\$117,069	\$497,052	-76.45%	\$383,728	-69.49%
Rollovers out	\$1,343,993	\$1,847,875	-27.27%	\$2,567,165	-47.65%
Net rollovers	(\$1,226,924)	(\$1,350,823)	9.17%	(\$2,183,437)	43.81%
% of funded accounts with systematic investments	28.80%	29.30%	-1.71%	29.60%	-2.70%

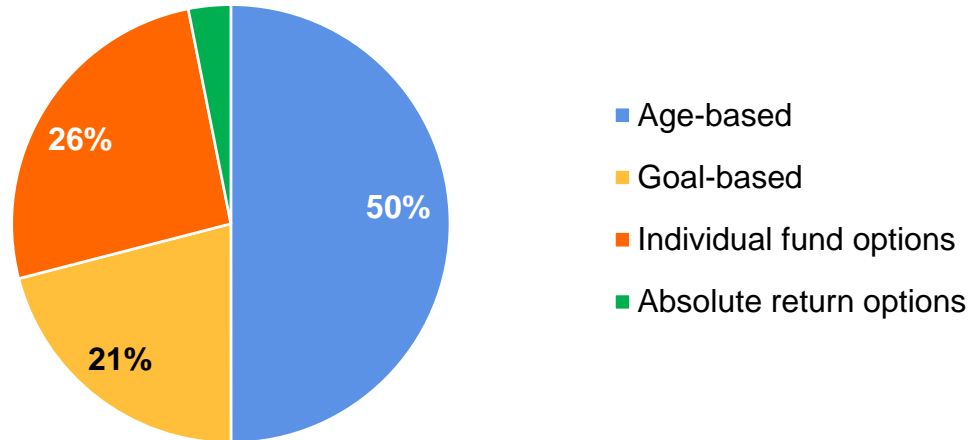
Accounts defined as a unique owner/beneficiary combination.

Average account balance defined as total assets divided by the number of unique owner/beneficiary combinations.

Dollars in millions except average account balances.

Putnam 529 for America

Assets by investment category as of 6/30/21 (FY 2021 Q4)



Category	6/30/21 Assets	Percentage of Grand Total
Age-based	\$239,530,200	49.99%
Goal-based	\$100,523,417	20.98%
Individual fund options	\$124,115,009	25.90%
Absolute return options	\$14,950,586	3.12%
Grand total	\$479,119,213	100.00%

Excludes seed transactions.

Putnam 529 for America

Assets by investment option as of 6/30/21 (FY 2021 Q4)

Category	Fund	6/30/21 Assets	Percentage of Grand Total
Age-based	Total	\$239,530,200	49.99%
Goal-based	Total	\$100,523,417	20.98%
	Goal-based balanced	\$33,725,301	7.04%
	Goal-based growth	\$35,038,990	7.31%
	Goal-based aggressive growth	\$31,759,127	6.63%
Individual fund options	Total	\$124,115,009	25.90%
	Federated U.S. Gov. Securities 2–5 years	\$1,539,096	0.32%
	MFS Institutional International Equity	\$9,959,510	2.08%
	Principal MidCap Blend	\$19,814,198	4.14%
	Putnam 529 State Street S&P 500 Index	\$15,015,212	3.13%
	Putnam Equity Income	\$22,055,541	4.60%
	Putnam Government Money Market	\$16,148,809	3.37%
	Putnam Growth Opportunities	\$25,546,127	5.33%
	Putnam High Yield	\$2,888,438	0.60%
	Putnam Income	\$6,624,327	1.38%
	Putnam Small Cap Value	\$4,523,753	0.94%
Absolute return	Total	\$14,950,586	3.12%
	Fixed Income Absolute Return	\$6,695,579	1.40%
	Multi-Asset Absolute Return	\$8,255,007	1.72%
	Grand total	\$479,119,213	100.00%

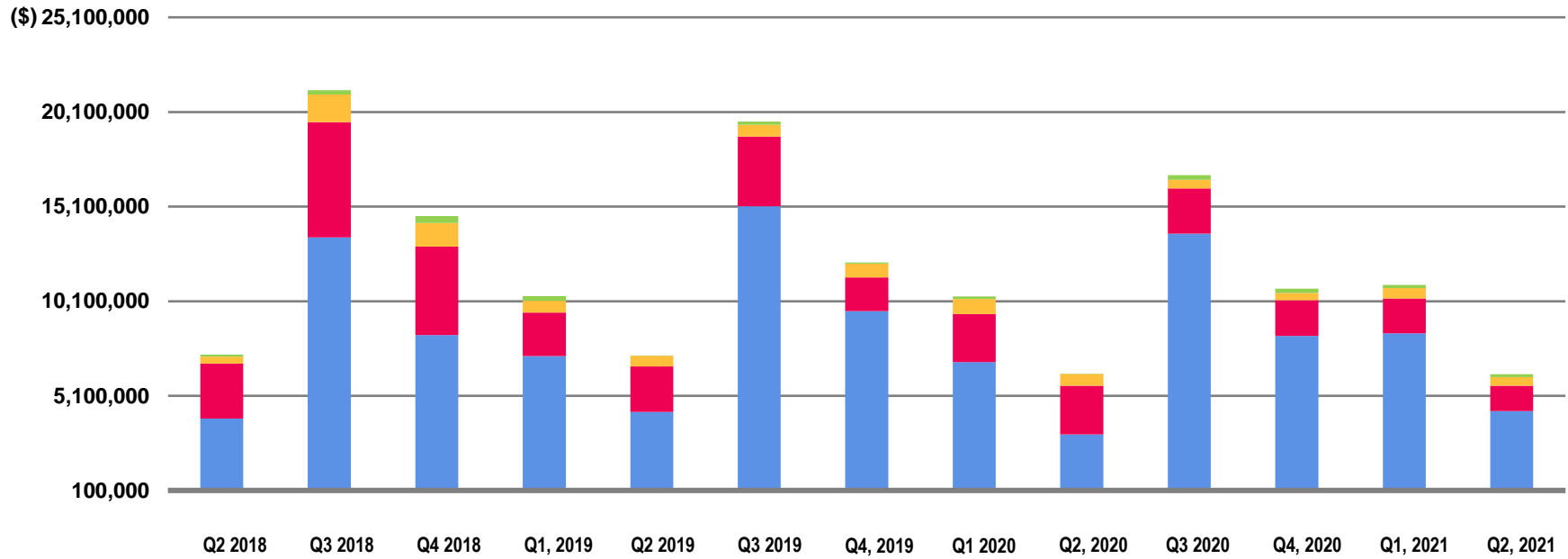
Putnam 529 for America

Contributions by type as of 6/30/21 (FY 2021 Q4)

Sales (calendar year)	Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4, 2020	Q1, 2021	Q2, 2021
NV sales	\$163,878	\$205,986	\$347,738	\$581,346	\$202,558	\$389,142	\$239,679	\$277,800	\$294,565	\$596,471	\$248,675	\$528,948	\$415,303
National sales	\$7,772,511	\$7,200,116	\$7,794,521	\$6,867,191	\$5,860,673	\$5,729,197	\$8,098,168	\$7,567,501	\$5,381,312	\$4,773,548	\$6,691,822	\$7,735,474	\$5,457,851
Gross	\$7,936,389	\$7,406,102	\$8,142,260	\$7,448,536	\$6,063,232	\$6,118,339	\$8,337,847	\$7,845,301	\$5,675,877	\$5,370,019	\$6,940,497	\$8,264,422	\$5,873,154
NV net	\$25,358	(\$150,577)	\$191,770	\$322,783	(\$47,037)	(\$123,668)	\$78,638	\$149,610	\$158,149	\$311,848	\$196,890	\$244,347	\$239,627
National net	\$631,822	(\$13,691,838)	(\$6,645,408)	(\$3,245,535)	(\$1,106,550)	(\$13,346,522)	(\$3,884,298)	(\$2,662,974)	(\$752,490)	(\$11,699,827)	(\$4,022,055)	(\$2,946,257)	(\$609,220)
Net	\$657,180	(\$13,842,415)	(\$6,453,637)	(\$2,922,752)	(\$1,153,587)	(\$13,470,190)	(\$3,805,661)	(\$2,513,364)	(\$594,341)	(\$11,387,978)	(\$3,825,165)	(\$2,701,910)	(\$369,593)
New or existing account contributions	\$4,748,751	\$4,093,605	\$4,881,391	\$4,255,555	\$2,894,538	\$3,284,971	\$5,159,239	\$5,090,860	\$2,859,288	\$2,367,744	\$4,097,489	\$5,349,985	\$3,280,150
Total rollovers	\$543,921	\$700,637	\$610,986	\$603,265	\$567,070	\$237,112	\$605,573	\$220,125	\$383,728	\$596,981	\$418,905	\$497,052	\$117,069
Systematic investments	\$2,643,717	\$2,611,860	\$2,649,883	\$2,589,716	\$2,601,623	\$2,596,256	\$2,573,035	\$2,534,316	\$2,432,861	\$2,405,294	\$2,424,104	\$2,417,385	\$2,475,935
Systematics as % of sales	33.31%	35.26%	32.54%	34.76%	42.90%	42.43%	30.85%	32.30%	42.86%	44.79%	34.92%	29.25%	42.15%
Total rollovers	25	26	21	14	16	29	22	20	26	37	13	15	14

Putnam 529 for America

Distributions by category as of 6/30/21 (FY 2021 Q4)

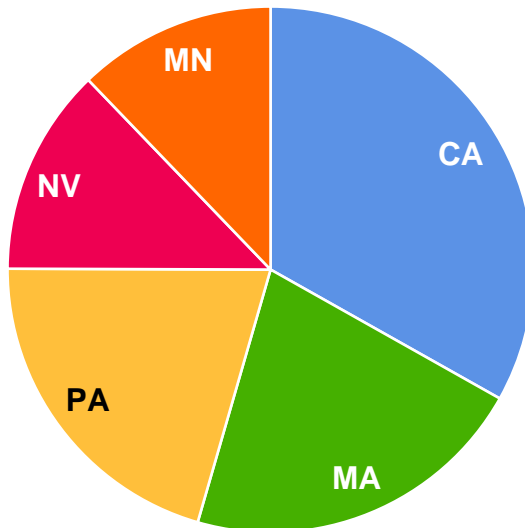


	Q2 2018	Q3 2018	Q4 2018	Q1, 2019	Q2 2019	Q3 2019	Q4, 2019	Q1 2020	Q2, 2020	Q3 2020	Q4, 2020	Q1, 2021	Q2, 2021
Qualified distributions	\$3,896,259	\$13,471,450	\$8,309,589	\$7,201,368	\$4,245,969	\$15,119,271	\$9,572,718	\$6,889,545	\$3,066,534	\$13,666,663	\$8,270,882	\$8,400,207	\$4,288,193
Rollovers out	\$2,905,730	\$6,097,679	\$4,676,985	\$2,294,650	\$2,402,879	\$3,681,333	\$1,794,074	\$2,540,028	\$2,567,165	\$2,398,312	\$1,880,311	\$1,847,875	\$1,343,993
Non-qualified distributions	\$375,282	\$1,463,045	\$1,247,154	\$633,574	\$564,360	\$629,137	\$730,801	\$780,959	\$631,271	\$461,495	\$392,709	\$541,368	\$466,992
In-plan transfers	\$101,939	\$216,343	\$362,168	\$241,696	\$3,611	\$158,788	\$45,915	\$148,133	\$5,248	\$231,526	\$221,760	\$176,882	\$143,568
Total distributions	\$7,279,209	\$21,248,517	\$14,595,897	\$10,371,288	\$7,216,819	\$19,588,529	\$12,143,508	\$10,358,665	\$6,270,218	\$16,757,997	\$10,765,662	\$10,966,331	\$6,242,746

Putnam 529 for America

Sales by state as of 6/30/21 (FY 2021 Q4)

**Top-selling states
FY 2021 Q4**



State	FY 2021 Q4 sales
CA	\$1,079,068
MA	\$693,696
PA	\$669,868
NV	\$415,303
MN	\$396,586
TX	\$347,668
RI	\$293,953
NJ	\$281,897
MO	\$248,344
FL	\$188,599

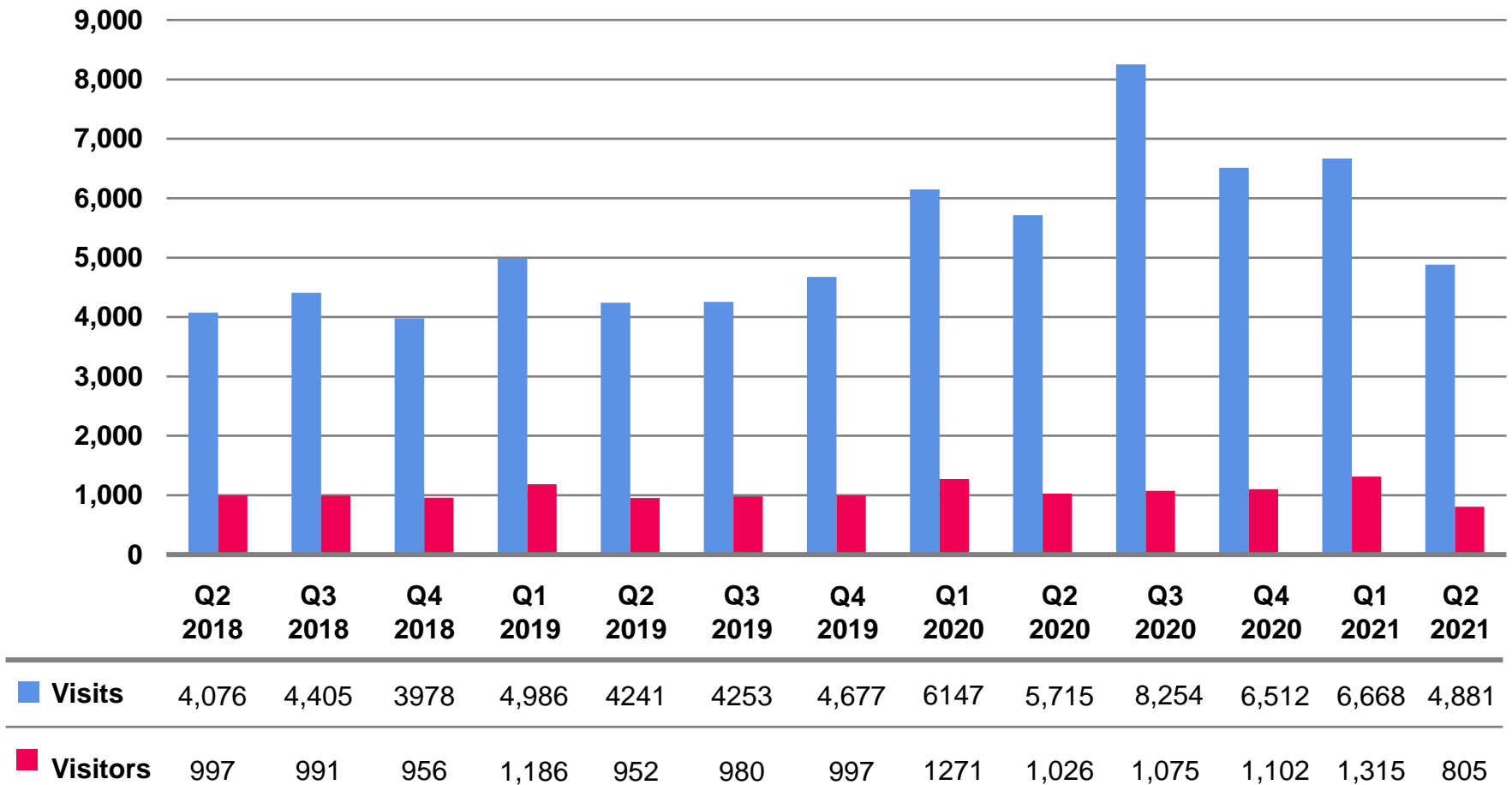
Putnam 529 for America

Client services metrics as of June 30, 2021

CRITERIA	SERVICE LEVEL
Transactions	97.8%
<ul style="list-style-type: none">• 96% of all financial and non-financial transactions processed error free	
Telephone service	85.8%
<ul style="list-style-type: none">• 80% of calls answered within 20 seconds	
Mail service	
<ul style="list-style-type: none">• Transaction confirmations– 99% of confirmations and checks mailed within 2 business days of any transaction	100%
<ul style="list-style-type: none">• Quarterly statements– 97% of customers receive quarterly statements within 5 business days of the end of each quarter	100%

Putnam 529 for America

Web usage by customers as of 6/30/21 (FY 2021 Q4)



Seasonal campaign – 529 Awareness

- Banners on advisor and shareholder websites
- Wealth Management Center Resources and cross-promotion of blogs:
 - Blog: Ways to drive a 529 plan to its full potential
- Due to refined targeting, visits in Q2 2021 were down 12% compared to visits in Q2 2020, however quality of traffic improved. Facebook refined targeting, which resulted in an improvement in CTR from .40% to .62% in our social creative, resulting in more qualified traffic to the site.



Marketing and brand awareness

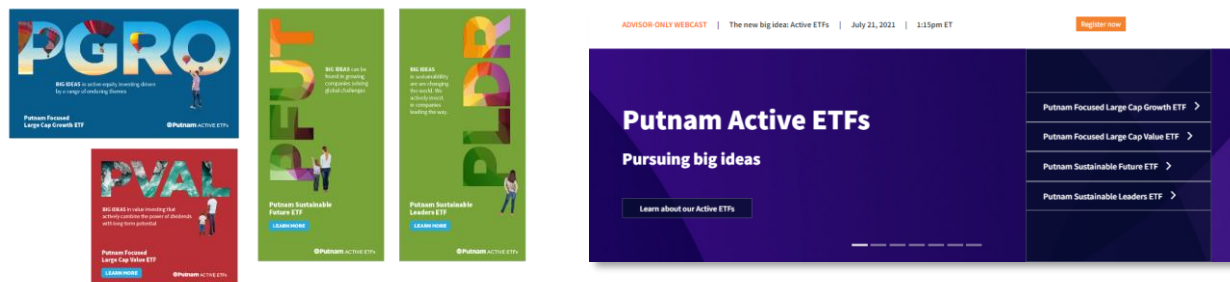
6/30/21 (FY 2021 Q4)

Digital first campaign

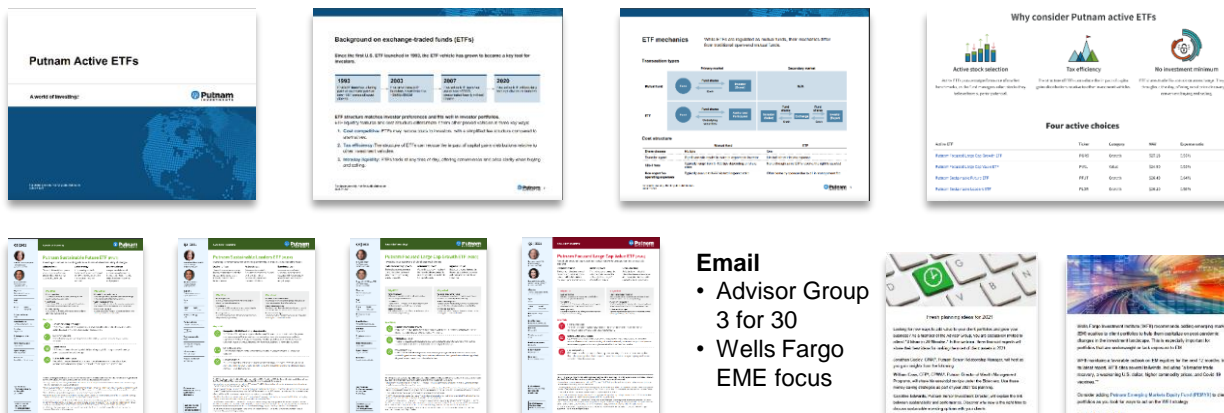


Total Sales	Total Selling Advisors
\$1.96B	11.21K

ETF launch



- Convertible Securities
- George Putnam
- Global Tech
- Large Cap Value
- Research
- Short Duration Bond
- ESG Funds



Email

- Advisor Group
- 3 for 30
- Wells Fargo
- EME focus

Performance commentary: Funds on watch status

Fund	Assets as of 6/30/21	Percentage of plan
Putnam Income Fund	\$6,624,327	1.38%
Putnam Small Cap Value Fund	\$4,523,753	0.94%
Putnam 529 GAA All Equity Portfolio	\$44,216,620	Underlying portfolio for age- and goal-based options
Putnam 529 GAA Growth Portfolio	\$64,059,109	Underlying portfolio for age- and goal-based options
Putnam 529 GAA Balanced Portfolio	\$99,344,217	Underlying portfolio for age- and goal-based options
Putnam 529 GAA Conservative Portfolio	\$48,463,280	Underlying portfolio for age- and goal-based options

Putnam Income Fund

- Putnam Income Fund, Y shares returned 0.14% (net) during the second quarter of 2021, while the Bloomberg Barclays U.S. Aggregate Index returned 1.83%.
- Performance Drivers
 - Prepayment: Prepayment strategies were the largest detractor from performance during the quarter. This was mostly driven by exposure to interest-only CMOs as prepayment speeds continued to come in faster than anticipated, as well as our positioning in the mortgage basis.
 - Term Structure: Our term structure strategies were also a negative during the period. The main driver was our modestly relative underweight to duration as interest rates declined in the second half of the quarter.
 - Mortgage Credit: On the positive side of things, mortgage credit was a strong contributor to relative performance. Our commercial mortgage exposures outperformed, as spreads tightened for both CMBS cash bonds as well as CMBX.
 - Corporate Credit: Our security selection within corporate credit was also a modest contributor during the quarter.

Putnam Small Cap Value Fund

- The Putnam Small Cap Value Fund outperformed the Russell 2000 Value Index by more than 400 bps in the second calendar quarter of 2021. Stock selection drove the entirety of the outperformance, while sector allocation decisions detracted slightly. Sectors contributing most to the strength in stock selection were health care, industrials and materials. The only sectors to detract from stock selection were communication services and real estate.
- Relative performance was hurt by an underweight to the communication services and real estate sectors, which both outperformed the overall benchmark in the quarter.
- Top individual contributors during the quarter were overweight positions in Vista Outdoor and Everi Holdings, in addition to out-of-benchmark positions in Tecnoglass and RadNet. The largest individual detractor relative to the benchmark was AMC Entertainment, which was not held in the portfolio and was boosted as the temporary subject of retail traders' focus.

Putnam Asset Allocation Conservative Portfolio

- For the three-month period ending 6/30/21, the Putnam 529 GAA Conservative portfolio was up +4.19% (net), outperforming its custom blended benchmark, which ended +3.63%.
- Dynamic asset allocation decisions were additive over these trailing three months. On balance the strategies were slightly overweight equity risk and credit risk and slightly underweight interest rate risk. The strategies also had a long commodities position in place all quarter.
- We entered the quarter with a slightly overweight position in equity risk and maintained that positioning throughout Q2. Given extremely supportive monetary and fiscal policy, the outlook remained bullish and positioning remained slightly overweight. Equity positioning was additive across the portfolios in Q2.
- An out-of-benchmark commodities position, initiated early in the year and maintained throughout Q2, was the other notable positive dynamic allocation contributor for the quarter.
- Neither rates nor credit positioning had a material impact on performance.
- Our active implementation decisions also added value relative to the benchmark. In equities, quantitative strategies in U.S. large-cap and international developed markets continued their strong start to the year.
- Fixed income selection was positive, specifically a strategy focused on structured mortgage credit.
- Entering Q3 2021 we are bullish on equities. In fixed income, our outlook for credit is modestly bullish while our outlook for rate-sensitive fixed income is slightly bearish. Finally, we maintain a favorable outlook for commodity prices.

Putnam Asset Allocation Balanced Portfolio

- For the three-month period ending 6/30/21, the Putnam 529 GAA Balanced portfolio was up +6.28% (net), outperforming its custom blended benchmark, which ended +5.40%.
- Dynamic asset allocation decisions were additive over these trailing three months. On balance the strategies were slightly overweight equity risk and credit risk and slightly underweight interest rate risk. The strategies also had a long commodities position in place all quarter.
- We entered the quarter with a slightly overweight position in equity risk and maintained that positioning throughout Q2. Given extremely supportive monetary and fiscal policy, the outlook remained bullish and positioning remained slightly overweight. Equity positioning was additive across the portfolios in Q2.
- An out-of-benchmark commodities position, initiated early in the year and maintained throughout Q2, was the other notable positive dynamic allocation contributor for the quarter.
- Neither rates nor credit positioning had a material impact on performance.
- Our active implementation decisions also added value relative to the benchmark. In equities, quantitative strategies in U.S. large-cap and international developed markets continued their strong start to the year.
- Fixed income selection was positive, specifically a strategy focused on structured mortgage credit.
- Entering Q3 2021 we are bullish on equities. In fixed income, our outlook for credit is modestly bullish while our outlook for rate-sensitive fixed income is slightly bearish. Finally, we maintain a favorable outlook for commodity prices.

Putnam Asset Allocation Growth Portfolio

- For the three-month period ending 6/30/21, the Putnam 529 GAA Growth portfolio was up +7.33% (net), outperforming its custom blended benchmark, which ended +6.39%.
- Dynamic asset allocation decisions were additive over these trailing three months. On balance the strategies were slightly overweight equity risk and credit risk and slightly underweight interest rate risk. The strategies also had a long commodities position in place all quarter.
- We entered the quarter with a slightly overweight position in equity risk and maintained that positioning throughout Q2. Given extremely supportive monetary and fiscal policy, the outlook remained bullish and positioning remained slightly overweight. Equity positioning was additive across the portfolios in Q2.
- An out-of-benchmark commodities position, initiated early in the year and maintained throughout Q2, was the other notable positive dynamic allocation contributor for the quarter.
- Neither rates nor credit positioning had a material impact on performance.
- Our active implementation decisions also added value relative to the benchmark. In equities, quantitative strategies in U.S. large-cap and international developed markets continued their strong start to the year. Emerging market equity selection was also positive for the quarter.
- Fixed income selection was positive, specifically a strategy focused on structured mortgage credit.
- Entering Q3 2021 we are bullish on equities. In fixed income, our outlook for credit is modestly bullish while our outlook for rate-sensitive fixed income is slightly bearish. Finally, we maintain a favorable outlook for commodity prices.

Putnam Asset Allocation All Equity Portfolio

- For the three-month period ending 6/30/21, the Putnam 529 GAA All Equity portfolio was up +8.27% (net), outperforming its custom blended benchmark, which ended +7.49%.
- As an all-equity portfolio, there was little contribution from asset allocation positioning.
- Our active implementation decisions also added value relative to the benchmark. In equities, quantitative strategies in U.S. large-cap and international developed markets continued their strong start to the year. Emerging market equity selection was also positive for the quarter.
- Portfolio allocations remain close to benchmark weight, and we expect benchmark-relative performance will continue to be driven by security selection.

Putnam 529 for America

Performance as of 6/30/21

PORTFOLIOS	INCEPTION DATE	3 MONTHS		1 YEAR		3 YEARS		5 YEARS		10 YEARS		SINCE INCEPTION		TOTAL EXPENSE RATIO
		BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	
AGE-BASED PORTFOLIOS														
Putnam 529 Age-Based Graduate	10/1/2010	0.50	-5.28	1.60	-4.25	1.71	-0.28	1.43	0.24	1.70	1.10	1.79	1.23	0.96
Putnam 529 Age-Based Graduate Index		0.54	—	1.83	—	2.52	—	2.11	—	2.19	—	2.32	—	—
Putnam 529 Age-Based 2000	10/1/2010	0.56	-5.22	1.95	-3.91	1.99	0.00	2.54	1.34	4.07	3.45	4.58	4.01	0.96
Putnam 529 Age-Based 2000 Index		0.54	—	2.08	—	2.99	—	3.12	—	4.48	—	5.10	—	—
Putnam 529 Age-Based 2001	10/1/2010	0.82	-4.97	3.07	-2.85	2.56	0.56	3.21	1.99	4.58	3.97	5.13	4.55	0.98
Putnam 529 Age-Based 2001 Index		0.76	—	3.07	—	3.67	—	3.81	—	5.04	—	5.67	—	—
Putnam 529 Age-Based 2002	10/1/2010	1.23	-4.59	4.51	-1.50	3.20	1.18	3.94	2.72	5.12	4.50	5.67	5.09	1.00
Putnam 529 Age-Based 2002 Index		1.08	—	4.33	—	4.39	—	4.56	—	5.61	—	6.26	—	—
Putnam 529 Age-Based 2003	10/1/2010	1.65	-4.20	6.16	0.06	3.83	1.80	4.73	3.50	5.66	5.04	6.22	5.64	1.03
Putnam 529 Age-Based 2003 Index		1.46	—	5.81	—	5.16	—	5.38	—	6.19	—	6.85	—	—
Putnam 529 Age-Based 2004	10/1/2010	2.12	-3.75	8.06	1.85	4.57	2.53	5.60	4.36	6.21	5.58	6.78	6.20	1.04
Putnam 529 Age-Based 2004 Index		1.85	—	7.60	—	6.04	—	6.29	—	6.78	—	7.46	—	—
Putnam 529 Age-Based 2005	10/1/2010	2.60	-3.30	10.23	3.89	5.37	3.31	6.52	5.27	6.74	6.11	7.31	6.72	1.07
Putnam 529 Age-Based 2005 Index		2.28	—	9.59	—	6.99	—	7.26	—	7.37	—	8.04	—	—
Putnam 529 Age-Based 2006	10/1/2010	3.17	-2.76	12.63	6.16	6.22	4.14	7.43	6.17	7.25	6.62	7.83	7.23	1.08
Putnam 529 Age-Based 2006 Index		2.74	—	11.85	—	7.98	—	8.25	—	7.95	—	8.62	—	—
Putnam 529 Age-Based 2007	10/1/2010	3.80	-2.17	15.36	8.73	7.11	5.02	8.26	6.98	7.71	7.07	8.28	7.69	1.09
Putnam 529 Age-Based 2007 Index		3.26	—	14.43	—	9.04	—	9.20	—	8.49	—	9.16	—	—
Putnam 529 Age-Based 2008	10/1/2010	4.39	-1.61	18.19	11.40	7.93	5.82	9.00	7.71	8.12	7.48	8.69	8.10	1.10
Putnam 529 Age-Based 2008 Index		3.79	—	17.11	—	10.02	—	10.05	—	8.97	—	9.63	—	—
Putnam 529 Age-Based 2009	10/1/2010	5.00	-1.04	21.05	14.09	8.69	6.56	9.69	8.40	8.50	7.86	9.07	8.47	1.11
Putnam 529 Age-Based 2009 Index		4.31	—	19.89	—	10.87	—	10.80	—	9.38	—	10.03	—	—
Putnam 529 Age-Based 2010	10/1/2010	5.54	-0.53	23.70	16.58	9.41	7.27	10.35	9.05	8.87	8.22	9.42	8.82	1.12
Putnam 529 Age-Based 2010 Index		4.79	—	22.50	—	11.68	—	11.53	—	9.77	—	10.41	—	—
Putnam 529 Age-Based 2011	1/3/2011	5.81	-0.27	25.47	18.26	9.83	7.68	10.82	9.51	9.14	8.49	9.17	8.55	1.13
Putnam 529 Age-Based 2011 Index		5.09	—	24.30	—	12.17	—	12.05	—	10.05	—	10.11	—	—

Periods of less than one year are not annualized, but cumulative.

Putnam 529 for America

Performance as of 6/30/21

PORTFOLIOS	INCEPTION DATE	3 MONTHS		1 YEAR		3 YEARS		5 YEARS		10 YEARS		SINCE INCEPTION		TOTAL EXPENSE RATIO
		BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	
AGE-BASED PORTFOLIOS														
Putnam 529 Age-Based 2012	1/3/2012	6.14	0.03	27.16	19.85	10.21	8.06	11.23	9.92	—	—	10.86	10.18	1.13
Putnam 529 Age-Based 2012 Index		5.34	—	25.98	—	12.61	—	12.51	—	—	—	11.63	—	—
Putnam 529 Age-Based 2013	1/2/2013	6.39	0.27	28.85	21.44	10.54	8.38	11.58	10.27	—	—	10.57	9.80	1.13
Putnam 529 Age-Based 2013 Index		5.58	—	27.60	—	12.98	—	12.90	—	—	—	11.46	—	—
Putnam 529 Age-Based 2014	1/2/2014	6.62	0.49	30.38	22.89	10.89	8.73	11.89	10.57	—	—	8.94	8.09	1.14
Putnam 529 Age-Based 2014 Index		5.78	—	29.19	—	13.36	—	13.26	—	—	—	10.08	—	—
Putnam 529 Age-Based 2015	1/2/2015	6.81	0.67	31.91	24.32	11.22	9.05	12.16	10.84	—	—	9.06	8.07	1.14
Putnam 529 Age-Based 2015 Index		5.98	—	30.65	—	13.68	—	13.56	—	—	—	10.67	—	—
Putnam 529 Age-Based 2016	1/4/2016	6.98	0.83	33.08	25.43	11.52	9.34	12.38	11.06	—	—	11.03	9.84	1.14
Putnam 529 Age-Based 2016 Index		6.15	—	31.94	—	13.99	—	13.83	—	—	—	13.09	—	—
Putnam 529 Age-Based 2017	1/3/2017	7.17	1.01	34.05	26.35	11.78	9.59	—	—	—	—	12.12	10.65	1.15
Putnam 529 Age-Based 2017 Index		6.28	—	32.96	—	14.24	—	—	—	—	—	14.03	—	—
Putnam 529 Age-Based 2018	1/2/2018	7.26	1.09	34.74	26.99	12.01	9.82	—	—	—	—	10.17	8.33	1.15
Putnam 529 Age-Based 2018 Index		6.40	—	33.82	—	14.45	—	—	—	—	—	12.62	—	—
Putnam 529 Age-Based 2019	1/2/2019	7.31	1.14	35.39	27.61	—	—	—	—	—	—	19.38	16.58	1.15
Putnam 529 Age-Based 2019 Index		6.49	—	34.51	—	—	—	—	—	—	—	21.41	—	—
Putnam 529 Age-Based 2020	1/2/2020	7.48	1.30	35.92	28.11	—	—	—	—	—	—	18.75	14.15	1.16
Putnam 529 Age-Based 2020 Index		6.57	—	35.02	—	—	—	—	—	—	—	18.95	—	—
Putnam 529 Age-Based 2021*	1/4/2021	7.89	1.69	—	—	—	—	—	—	—	—	13.50	6.97	1.16
Putnam 529 Age-Based 2021 Index*		6.62	—	—	—	—	—	—	—	—	—	11.27	—	—
GOAL-BASED PORTFOLIOS														
Balanced	10/1/2010	5.99	-0.10	25.81	18.58	10.06	7.91	10.19	8.90	8.53	7.89	8.80	8.21	1.12
Balanced Index		5.27	—	24.81	—	12.42	—	11.39	—	9.36	—	9.73	—	—
Growth	10/1/2010	7.46	1.28	35.98	28.16	12.30	10.10	12.87	11.54	10.17	9.52	10.65	10.04	1.16
Growth Index		6.66	—	35.50	—	14.92	—	14.48	—	11.30	—	11.86	—	—
Aggressive Growth	10/1/2010	8.15	1.93	41.08	32.96	13.65	11.42	14.16	12.82	11.15	10.49	11.77	11.15	1.18
Aggressive Growth Index		7.49	—	41.81	—	16.34	—	16.23	—	12.45	—	13.11	—	—

* "Since inception" performance is not annualized, but cumulative. Periods of less than one year are not annualized, but cumulative.

Putnam 529 for America

Performance as of 6/30/21

PORTFOLIOS	INCEPTION DATE	3 MONTHS		1 YEAR		3 YEARS		5 YEARS		10 YEARS		SINCE INCEPTION		TOTAL EXPENSE RATIO
		BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	BEFORE SALES CHARGE	AFTER SALES CHARGE	
INDIVIDUAL OPTIONS														
Putnam Large Cap Value Fund	10/1/2010	6.42	0.30	42.17	33.99	14.01	11.79	14.02	12.68	12.23	11.57	13.03	12.41	1.04
Russell 1000 Value Index		5.21	—	43.68	—	12.42	—	11.87	—	11.61	—	12.34	—	—
Putnam Small Cap Value Fund	9/12/2014	8.86	2.60	84.12	73.53	10.36	8.21	13.05	11.72	—	—	9.41	8.46	1.44
Russell 2000 Value Index		4.56	—	73.28	—	10.27	—	13.62	—	—	—	10.09	—	—
MFS Institutional International Equity Fund	10/1/2010	6.74	0.60	30.06	22.58	11.27	9.10	12.43	11.11	7.17	6.54	7.97	7.38	1.09
MSCI EAFE Index (ND)		5.17	—	32.35	—	8.27	—	10.28	—	5.89	—	6.54	—	—
Putnam Growth Opportunities Fund	7/5/2016	11.71	5.29	34.83	27.08	24.92	22.48	—	—	—	—	24.70	23.22	1.19
Russell 1000 Growth Index		11.93	—	42.50	—	25.14	—	—	—	—	—	23.76	—	—
Principal MidCap Fund	10/1/2010	9.12	2.85	40.01	31.96	19.58	17.24	18.27	16.88	15.22	14.54	16.34	15.70	1.09
Russell Mid Cap Index		7.50	—	49.80	—	16.45	—	15.62	—	13.24	—	14.34	—	—
State Street S&P 500 Index Fund	6/27/2012	8.36	2.13	39.95	31.90	18.12	15.81	17.03	15.66	—	—	15.57	14.81	0.55
S&P 500 Index		8.55	—	40.79	—	18.67	—	17.65	—	—	—	16.21	—	—
Putnam High Yield Fund	4/21/2017	2.73	-1.38	14.13	9.56	6.32	4.89	—	—	—	—	5.35	4.33	1.17
JPMorgan Developed High Yield Index		2.73	—	16.55	—	7.08	—	—	—	—	—	6.13	—	—
Putnam Income Fund	10/1/2010	0.00	-4.00	1.00	-3.04	4.92	3.50	4.25	3.40	3.86	3.44	3.92	3.53	0.88
BBG Barclays U.S. Aggregate Bond Index		1.83	—	-0.33	—	5.34	—	3.03	—	3.39	—	3.29	—	—
Federated Hermes Short-Intermediate Government Fund	10/1/2010	0.00	-4.00	-1.34	-5.28	3.20	1.81	1.22	0.39	1.02	0.61	0.96	0.58	0.98
ICE BofA 3–5 Year Treasury Index		0.34	—	-0.82	—	4.15	—	2.05	—	2.18	—	2.12	—	—
Putnam Government Money Market Fund	8/18/2016	0.00	0.00	0.00	0.00	0.81	0.81	—	—	—	—	0.58	0.58	0.47
Lipper U.S. Government Money Market Funds Average		0.00	—	0.02	—	0.86	—	—	—	—	—	0.69	—	—
Putnam Fixed Income Absolute Return Fund	10/1/2010	-1.73	-2.72	3.74	2.71	2.35	2.01	3.70	3.49	1.97	1.87	2.08	1.98	0.92
ICE BofA U.S. Treasury Bill Index		0.00	—	0.10	—	1.40	—	1.19	—	0.65	—	0.62	—	—
Putnam Multi-Asset Absolute Return Fund	10/1/2010	2.29	-3.59	-0.66	-6.37	-2.99	-4.89	-0.23	-1.41	1.26	0.66	1.75	1.19	1.00
ICE BofA U.S. Treasury Bill Index		0.00	—	0.10	—	1.40	—	1.19	—	0.65	—	0.62	—	—

Source: Bloomberg Index Services Limited. Periods of less than one year are not annualized, but cumulative.

Putnam 529 for America

Underlying performance as of 6/30/21

	QUARTER	YEAR TO DATE	1 YEAR	3 YEARS	5 YEARS	10 YEARS	SINCE INCEPTION
Putnam GAA All Equity Portfolio (9/29/2010)	8.27	14.76	41.72	14.11	14.63	11.60	12.26
Putnam Equity Blended Index	7.49	13.47	41.81	16.34	16.23	12.45	13.12
Lipper Multi-Cap Core Funds average	7.40	14.71	41.57	15.92	15.78	12.69	13.50
Putnam GAA Growth Portfolio (9/29/2010)	7.33	12.82	34.94	12.26	12.89	10.29	10.76
Putnam Growth Blended Benchmark	6.39	10.63	33.44	14.43	13.89	10.91	11.44
Lipper Mixed-Asset Target Allocation Growth Funds average	5.59	10.07	29.49	11.86	11.25	8.92	9.46
Putnam GAA Balanced Portfolio (9/29/2010)	6.28	10.02	26.27	10.67	10.73	9.22	9.52
Putnam Balanced Blended Benchmark	5.40	7.89	24.71	12.74	11.54	9.63	10.01
Lipper Mixed-Asset Target Allocation Moderate Funds average	4.58	7.73	22.70	9.71	8.94	7.25	7.72
Putnam GAA Conservative Portfolio (9/29/2010)	4.19	4.58	13.73	7.80	7.07	6.55	6.60
Putnam Conservative Blended Benchmark	3.63	3.21	12.08	9.22	7.44	6.67	6.80
Lipper Mixed-Asset Target Allocation Conserv. Funds average	3.38	4.13	14.26	7.42	6.35	5.43	5.71
529 Federated Hermes Short-Intermediate Government Fund (2/18/1983)	0.11	-1.30	-1.10	3.57	1.60	1.41	5.36
ICE BofA 3-5 Year Treasury Index	0.34	-0.94	-0.82	4.15	2.05	2.18	—
Lipper Short-Intermediate U.S. Government Funds average	0.11	-0.83	-0.51	2.57	1.32	1.23	5.36
Putnam Small Cap Value Y (4/13/1999)	8.99	34.87	85.14	10.73	13.47	10.91	10.14
Russell 2000 Value Index	4.56	26.69	73.28	10.27	13.62	10.85	10.14
Lipper Small-Cap Value Funds average	4.68	27.89	74.50	9.40	12.39	10.12	10.25
Principal MidCap Fund Instl (3/1/2001)	9.28	13.08	40.69	20.07	18.77	15.73	12.23
Russell Mid Cap Index	7.50	16.25	49.80	16.45	15.62	13.24	10.35
Lipper Multi-Cap Growth Funds average	9.47	10.89	43.30	23.29	22.08	15.60	9.10
State Street S&P 500 Index;N (12/30/1992)	8.51	15.19	40.64	18.60	17.51	14.70	10.34
S&P 500 Index	8.55	15.25	40.79	18.67	17.65	14.84	10.50
Lipper S&P 500 Index Funds average	8.43	15.00	40.20	18.16	17.11	14.25	10.17
Putnam Large Cap Value Fund Y (6/15/1977)	6.56	18.52	42.89	14.49	14.50	12.70	10.65
Russell 1000 Value Index	5.21	17.05	43.68	12.42	11.87	11.61	—
Lipper Equity Income Funds average	5.53	17.07	42.44	12.63	12.75	11.24	11.68

Periods of less than one year are not annualized, but cumulative.

Putnam 529 for America

Underlying performance as of 6/30/21

	QUARTER	YEAR TO DATE	1 YEAR	3 YEARS	5 YEARS	10 YEARS	SINCE INCEPTION
Putnam Growth Opportunities Fund Y (10/2/1995)	11.90	11.70	35.41	25.47	25.14	17.82	10.30
Russell 1000 Growth Index	11.93	12.99	42.50	25.14	23.66	17.87	10.61
Lipper Large-Cap Growth Funds average	11.23	12.65	40.02	23.22	22.44	16.42	10.40
Putnam Income Fund Y (11/1/1954)	0.14	-2.17	1.41	5.34	4.66	4.27	7.42
Bloomberg Barclays U.S. Aggregate Bond Index	1.83	-1.60	-0.33	5.34	3.03	3.39	—
Lipper Core Bond Funds average	1.89	-1.09	1.62	5.58	3.32	3.49	—
Putnam High Yield Fund: Y (3/25/1986)	2.83	3.58	14.61	6.70	6.67	5.91	7.38
JPMorgan Developed High Yield Index	2.73	4.14	16.55	7.08	7.43	6.81	—
Lipper High Yield Funds average	2.64	3.78	15.31	6.51	6.50	5.58	7.20
Putnam Govt Money Market A (4/14/2016)	0.00	0.00	0.01	0.89	0.69	—	0.67
Lipper U.S. Government Money Market Funds	0.00	0.01	0.02	0.86	0.67	—	0.63
MFS Intl International Equity Fund (1/30/1996)	6.88	8.06	30.66	11.70	12.88	7.59	8.32
MSCI EAFE Index (ND)	5.17	8.83	32.35	8.27	10.28	5.89	5.27
Lipper International Large-Cap Growth average	6.17	7.53	34.80	12.71	12.68	6.86	7.16
Putnam Fixed Income Absolute Return Fund Y (12/23/2008)	-1.45	-0.10	4.13	2.75	4.10	2.36	2.89
ICE BofA U.S. Treasury Bill Index	0.00	0.03	0.10	1.40	1.19	0.65	0.57
Putnam Multi-Asset Absolute Return Fund Y (12/23/2008)	2.43	0.67	-0.47	-2.64	0.15	1.65	3.06
ICE BofA U.S. Treasury Bill Index	0.00	0.03	0.10	1.40	1.19	0.65	0.57

Source: Bloomberg Index Services Limited. Periods of less than one year are not annualized, but cumulative.

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Putnam Retail Management
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THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 6
September 23, 2021

**Item: Prepaid Summary and Quarterly Performance
Report for the Nevada Prepaid Tuition Program for
the period ended June 30, 2021.**

Summary:

Please find attached the Prepaid Tuition Program report for period ended June 30, 2021.

Staff will be available to answer questions.

Fiscal Impact: None by this action.

Staff recommended motion:

To accept and approve the Prepaid Tuition quarterly program activity report for quarter ended June 30, 2021.

NEVADA **P**REPAID**T**UITION **N**

QUARTERLY REPORT
AS OF JUNE 30, 2021

Summary of Nevada Prepaid Tuition 4th Quarter FY 21 Activity

Contributions
\$4,715,849

Contracts Sold
194

Contracts Paid
in Full
460

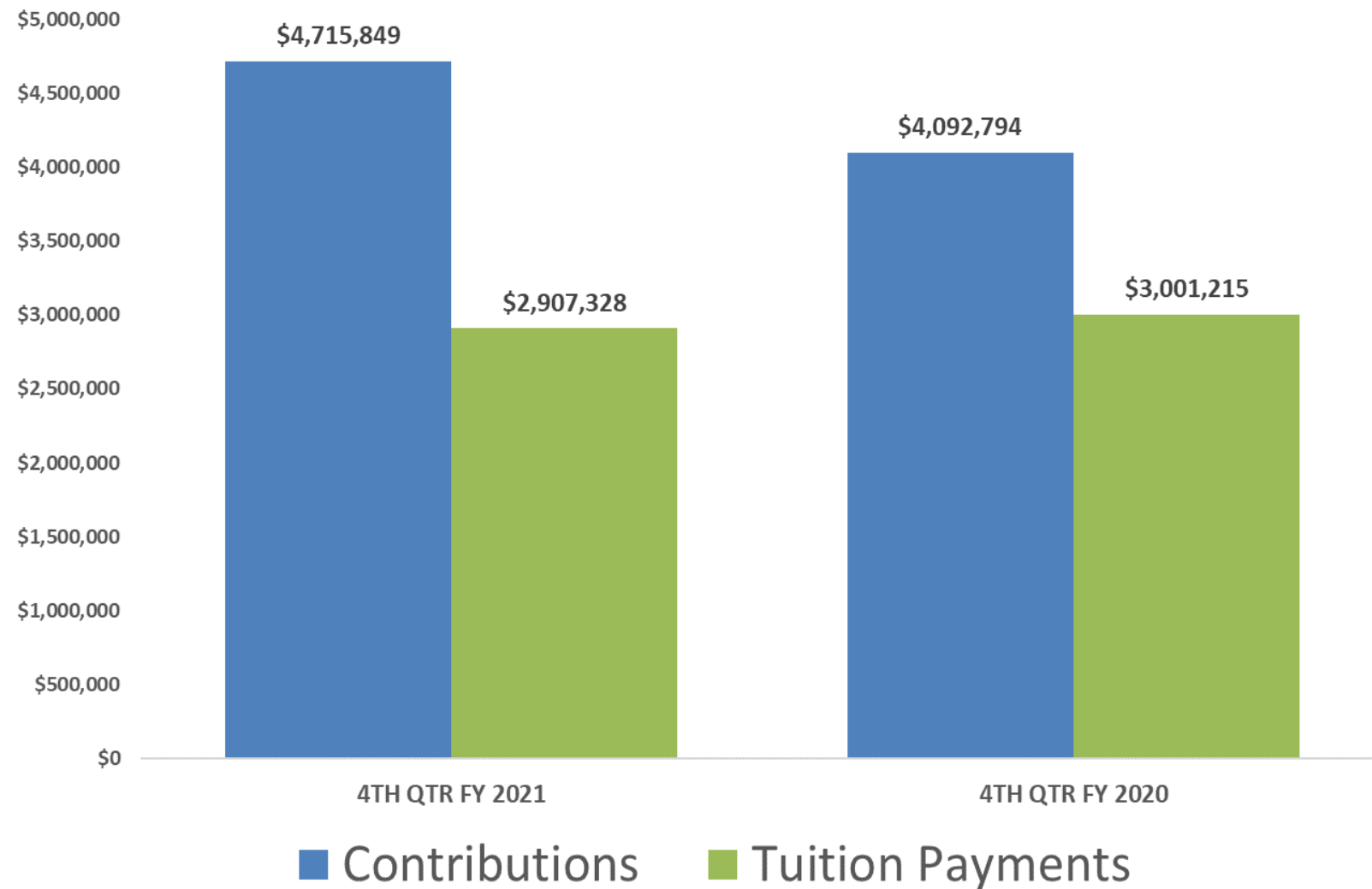
Tuition
Payments
\$2,907,328

New Graduating
Students
711

Contracts
Depleted
113

4th Quarter FY 21 Contributions vs. Tuition Payments

- Contributions increased by 15.22% 4th quarter FY 21 compared to same quarter FY 20. This is mainly attributable to the increase in the number of new lump sum contracts received in this enrollment period compared to the previous year.
- Tuition Payments decreased by 3.13% 4th quarter FY 21 compared to same quarter FY 20. This is mostly attributable to a slightly lower number of students attending college as they continued to navigate through the pandemic.



Summary of Nevada Prepaid Tuition

As of June 30, 2021

Contributions

\$14,057,311

Tuition Payments

\$12,033,406

Market Value of
Assets

\$393,744,507

Active Accounts

11,997

Total students
depleted contracts
since inception:
4,227

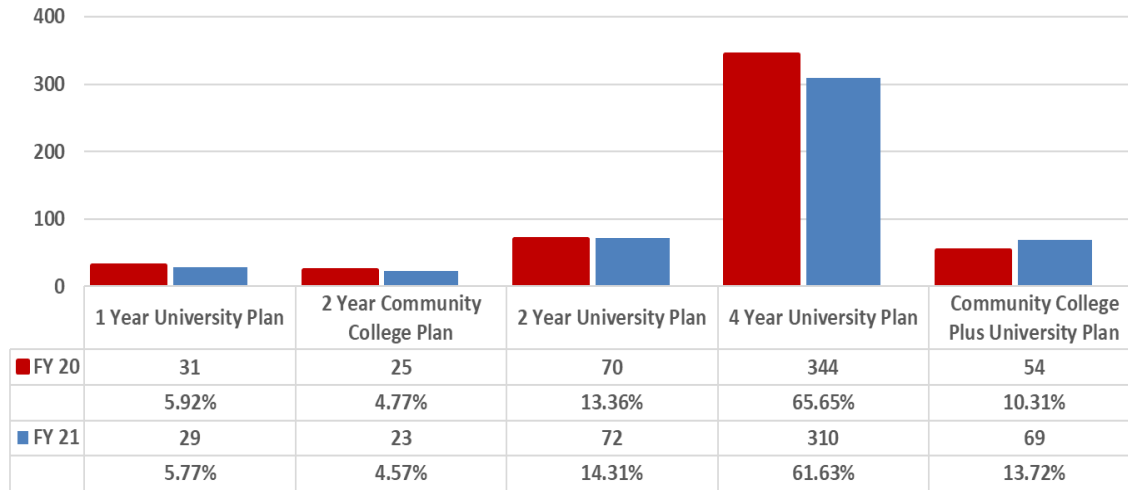
Tuition benefits paid
since inception:
\$121,126,488

Contracts sold since
inception: 22,742

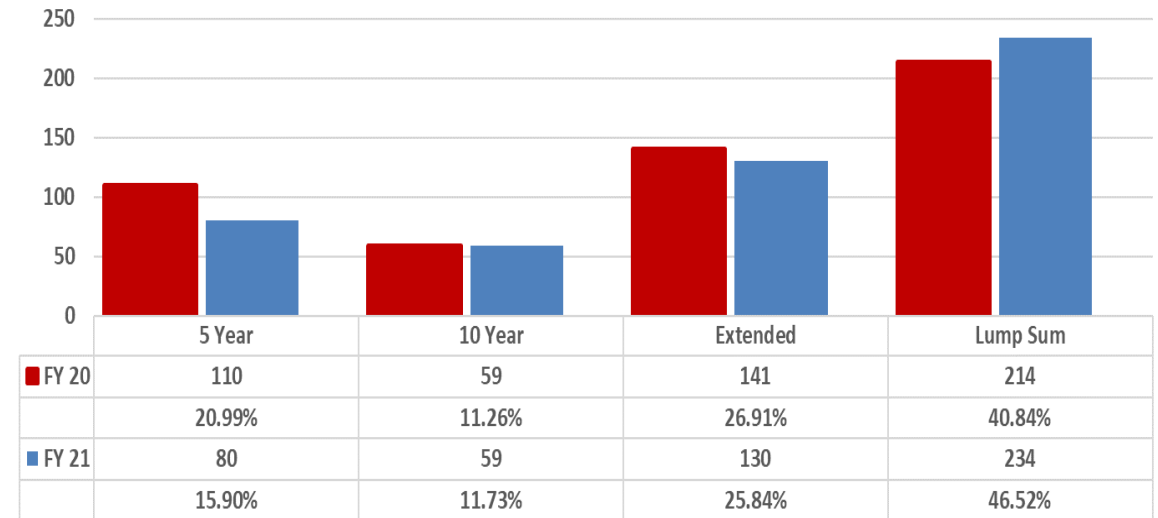
Funded status:
(June 30, 2020)
165.7%

FY 21 Enrollment Plan and Payment Options

Plans Purchased



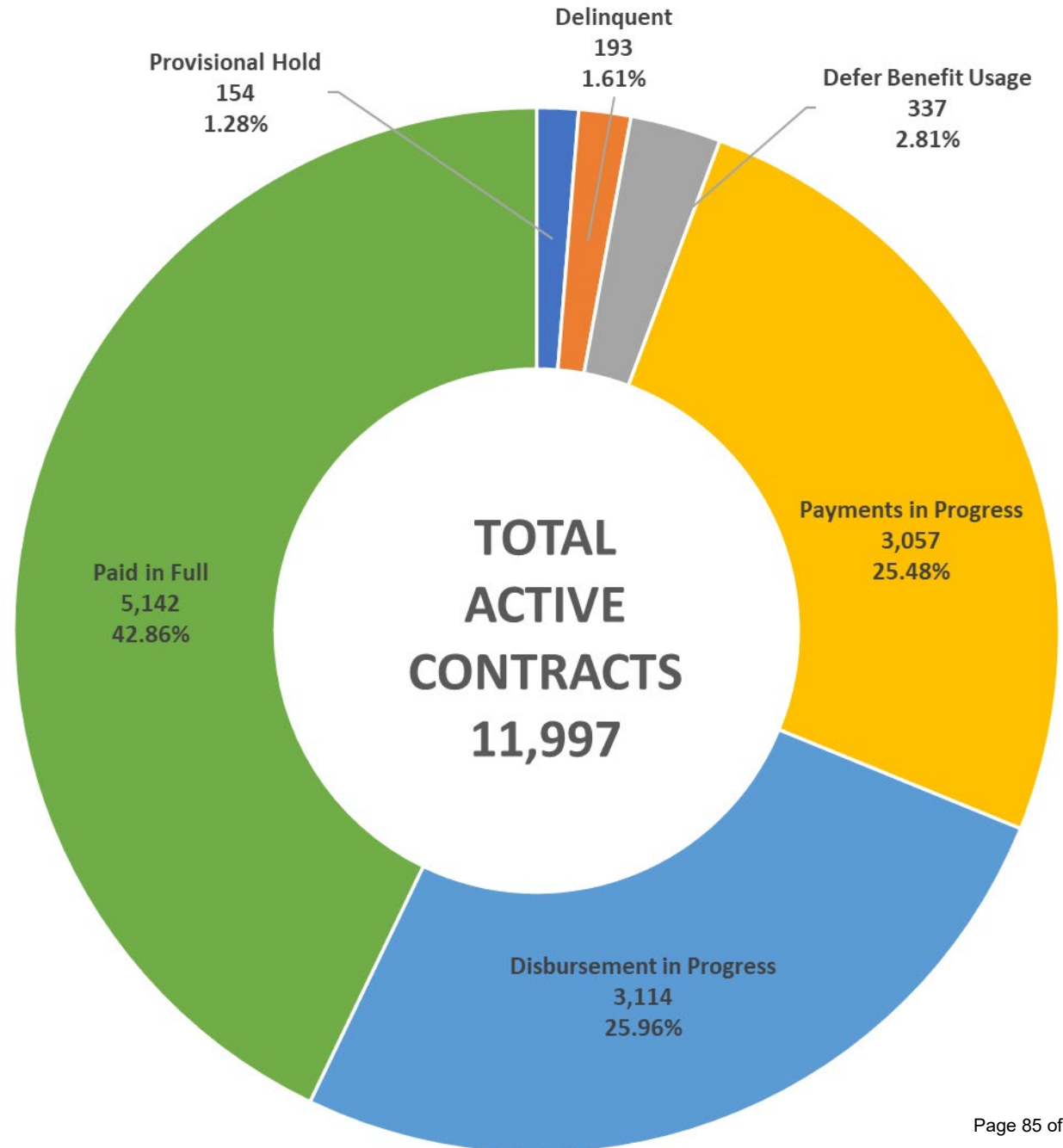
Payment Options Chosen



- § Enrollment ran from 11/1/2020 through 4/30/21 and had 503 new enrollees during FY 21.
- § Similar to the previous three fiscal years, the Lump Sum payment option(46.52%) and 4-year tuition plan(61.63%) continued to be the most favorable amongst participants in FY 21.

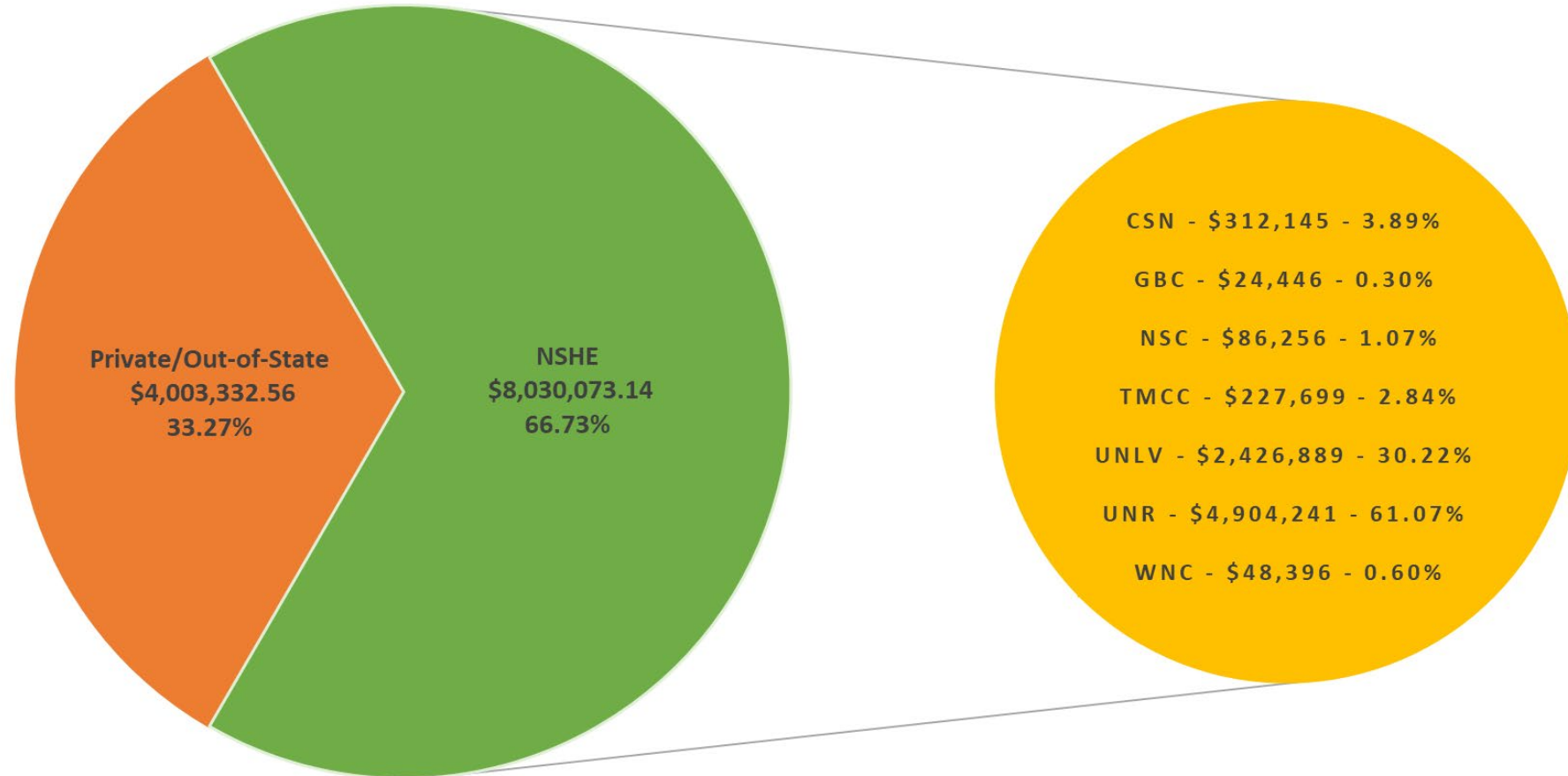
Contract Status As of June 30, 2021

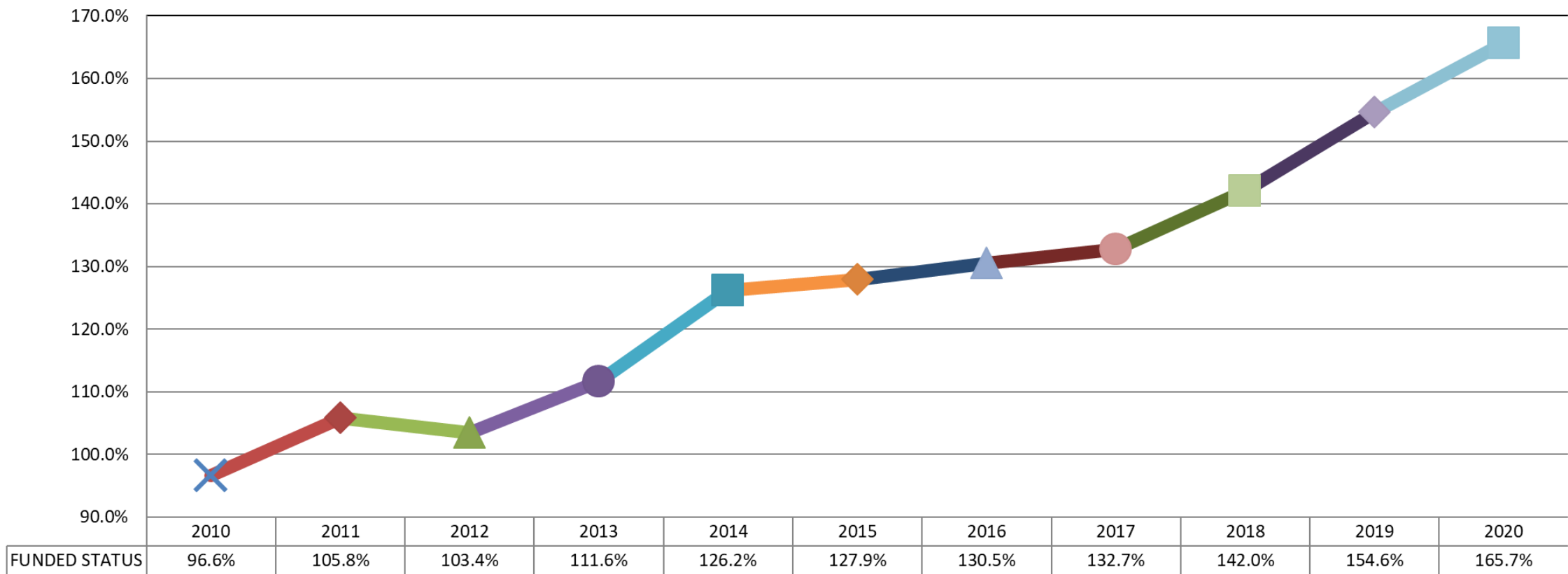
- 374 students depleted their benefits during FY 21.
- 503 new contracts were added during the fiscal year.
- 1.6% increase in number of students eligible to use their benefits from prior fiscal year.



FY 21 Total Tuition Payments

- Total Tuition payments of \$12,033,406 were made in FY 21.
- FY 21 Tuition payments remained roughly the same from the prior fiscal year. There was less than a 1% increase (\$33,767 or 0.28%).
- Of the total tuition payments, UNR remains the school with the largest distribution amount (40.76% or \$4,904,241) during FY 21.
- Tuition benefits were paid to 300 different institutions during FY 21.





Funded Status by Fiscal Year

As of June 30, 2020 the funded status was 165.7%, the highest since inception. The FY 2021 funded status is still being evaluated and will be available for the next quarterly report.

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 7
September 23, 2021

**Item: Prepaid Summary and Quarterly Performance
Report for the Nevada Prepaid Tuition Program for
the period ended June 30, 2021**

Summary:

In October 2011, the Board approved the Amended Investment Policy Statement and Comprehensive Investment Plan for the Nevada Higher Education Prepaid Tuition Trust Fund outlining the criteria for investment monitoring and analysis, including the establishment of a "Watch List" process.

In October of 2014, the Board approved a contract with Pension Consulting Alliance, now known as Meketa Investment Group Inc. (Meketa), to perform investment review services of the Nevada Prepaid Tuition/Higher Education Trust Fund. These services include an independent quarterly review of investment performance and fund monitoring of each underlying fund or separate account. Attached is Meketa's report for the quarter ending June 30, 2021.

Eric White, with Meketa Investment Group Inc. will be available to answer questions.

Fiscal Impact: None by this action.

Staff recommended motion:

**Move to approve the Nevada Higher Education Trust Fund
quarterly review of investment performance by Meketa
Investment Group Inc. for the quarter ending June 30, 2021.**

Nevada 529 College Savings Programs

September 23, 2021

2Q 2021 Nevada Prepaid
Tuition Plan Quarterly Report

Introduction

The Nevada Prepaid Tuition Plan Portfolio had an aggregate value of \$393.9 million as of June 30, 2021. During the latest quarter, the Total Portfolio increased in value by \$20.3 million, and over the past 1-year period the Total Portfolio increased in value by \$85.1 million.

So far this year, global risk assets continue to appreciate, leading to significant gains over the trailing year. This has largely been driven by record fiscal and monetary policy stimulus and positive developments with the COVID-19 vaccine. In June, Treasuries continued to recover, particularly longer dated issues, as inflation concerns declined. Equity markets had mixed results in June with the US leading the way. A stronger US dollar and continued vaccine rollout struggles weighed on international equity markets. Overall, for 2021, the yield curve steepened on inflation fears related to gradual signs of economic improvement given the vaccine rollout. Shorter-dated rates have been largely unmoved given Fed policy, while longer-dated rates recently declined from their peaks as investors consider whether inflationary pressures have topped. Looking ahead, the yield curve could resume its steepening if growth and inflation pressures build beyond current expectations. Alternatively, if the economy weakens, or if economic progress is simply accelerated versus the prior expectations, the flattening trend could continue.

Over the year-to-date time period, the S&P 500 has appreciated +15.3%, outpacing the MSCI EAFE (+8.8%) and MSCI Emerging Markets (+7.5%) indices. The Bloomberg Barclays Aggregate trailed the performance of the Bloomberg Barclays TIPS (+1.7%) and Bloomberg Barclays High Yield (+3.6%) benchmarks by posting a negative return over the trailing six months (-1.6%).

Asset Allocation Trends

With respect to policy targets, the Total Portfolio ended the latest quarter overweight Large Cap, and underweight Mid Cap and Small Cap Equity, Fixed Income, and Covered Calls. All asset class weights remain within their policy target ranges.

Recent Investment Performance

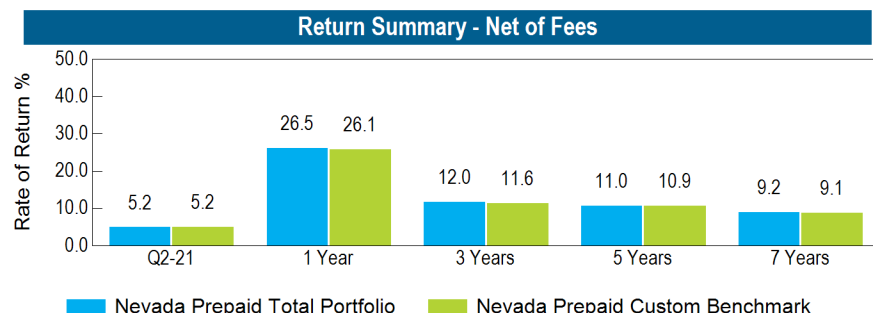
The Total Portfolio underperformed its policy benchmark over the most recent quarter by three basis points, net of fees. The portfolio returned 26.5% after fees over the one-year period, outperforming its benchmark by 0.4%. The portfolio also outperformed over the 3-year and 5-year periods by 36 and 11 basis points, respectively.

	Quarter	1 Year	3 Year	5 Year
Total Portfolio (Gross of Fees) ¹	5.25	26.71	12.15	11.20
Total Portfolio (Net of Fees)	5.20	26.48	11.99	11.03
Policy Benchmark ²	5.23	26.08	11.63	10.92
Excess Return (Net)	(0.03)	0.40	0.36	0.11
Public DB \$250M-\$1B Peer Median	5.18	27.15	11.52	11.19

¹ Total Gross of Fees amounts estimated using the following manager fee schedule: Vanguard LCE = 4 bps, Vanguard MCE & SCE = 8 bps, Glenmede = 64 bps, GH = 19 bps

² Policy Benchmark consists of 39% S&P 500 Index, 30% BBgBarc US Aggregate A+ Bond Index, 20% CBOE BXM Index, 7% S&P Mid Cap 400 Index, 4% S&P Small Cap 600 Index as of 9/30/2014. Prior to 9/30/2014 Policy Benchmark consisted of 45% S&P 500 Index, 43% BBgBarc US Aggregate A+ Bond Index, 8% S&P Mid Cap 400 Index, 4% S&P Small Cap 600 Index.

Performance and Market Values | As of June 30, 2021



Summary of Cash Flows		
	Second Quarter	One Year
Beginning Market Value	\$373,545,766	\$308,724,298
Net Cash Flow	\$517,568	-\$1,476,390
Net Investment Change	\$19,807,206	\$86,622,634
Ending Market Value	\$393,870,541	\$393,870,541

	Market Value	3 Mo	1 Yr	3 Yrs	5 Yrs	7 Yrs
Nevada Prepaid Total Portfolio	393,870,541	5.2	26.5	12.0	11.0	9.2
<i>Nevada Prepaid Custom Benchmark</i>		<i>5.2</i>	<i>26.1</i>	<i>11.6</i>	<i>10.9</i>	<i>9.1</i>
<i>InvMetrics Public DB \$250mm-\$1B Net Median</i>		<i>5.2</i>	<i>27.2</i>	<i>11.5</i>	<i>11.2</i>	<i>8.1</i>
Public Equity	203,579,985	7.6	44.1	17.5	17.1	13.6
Vanguard - Large Cap Equity	169,356,343	8.5	40.8	18.7	17.6	14.1
<i>S&P 500</i>		<i>8.5</i>	<i>40.8</i>	<i>18.7</i>	<i>17.6</i>	<i>14.1</i>
Vanguard - Mid Cap Equity	24,977,761	3.6	53.1	13.1	14.2	11.1
<i>S&P 400 MidCap</i>		<i>3.6</i>	<i>53.2</i>	<i>13.2</i>	<i>14.3</i>	<i>11.2</i>
Vanguard - Small Cap Equity	9,245,881	4.5	67.4	12.2	15.9	12.1
<i>S&P 600 SmallCap</i>		<i>4.5</i>	<i>67.4</i>	<i>12.2</i>	<i>15.8</i>	<i>12.1</i>
Fixed Income Composite	107,165,404	0.8	-2.6	4.4	2.1	2.6
Garcia Hamilton	107,165,404	0.8	--	--	--	--
<i>Bloomberg US Aggregate A+ TR</i>		<i>1.5</i>	--	--	--	--
Covered Calls	74,393,506	4.8	26.5	8.2	7.9	--
Glenmede Secured Options	74,393,506	4.8	26.5	8.2	7.9	--
<i>CBOE S&P 500 BuyWrite USD</i>		<i>5.1</i>	<i>27.3</i>	<i>5.6</i>	<i>7.2</i>	--
Nevada Cash	8,731,647					

Policy Benchmark consists of 39% S&P 500 Index, 30% BBgBarc US Aggregate A+ Bond Index, 20% CBOE BXM Index, 7% S&P Midcap 400 Index, 4% S&P Smallcap 600 Index as of 9/30/2014. Prior to 9/30/2014 Policy Benchmark consisted of 45% S&P 500 Index, 43% BBgBarc US Aggregate A+ Bond Index, 8% S&P Midcap 400 Index, 4% S&P Small cap 600 Index

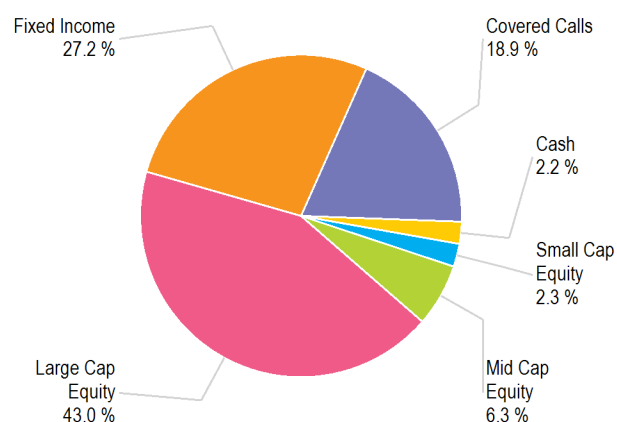
Garcia Hamilton's all-in effective fee as of June 30, 2021 is 19 basis points. Please note the following tiered fee schedule: 25 basis points on the first \$25 million, 20 basis points on the next \$25 million, 14 basis points on the next \$200 million, and 13 basis points thereafter.

Actual versus Target Allocation | As of June 30, 2021

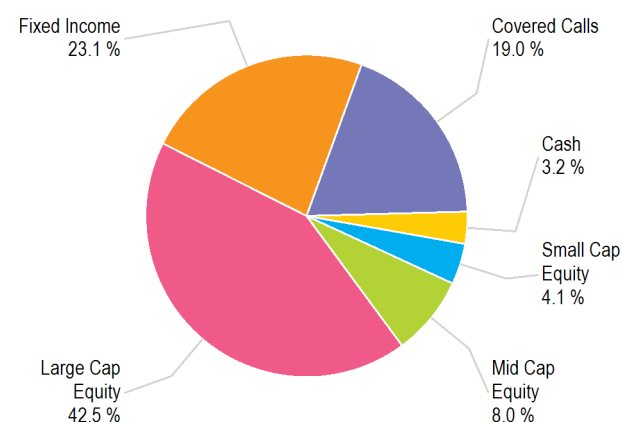
With respect to policy targets, the Total Portfolio ended the latest quarter underweight Fixed Income and mixed-weight Equities. Within Domestic Equity, Small Cap Equity and Mid Cap Equity were slightly underweight and Large Cap Equity was materially overweight its target allocation. Fixed Income is currently 2.2% below its 30% target while the Covered Calls asset class was slightly underweight in its 20% target allocation.

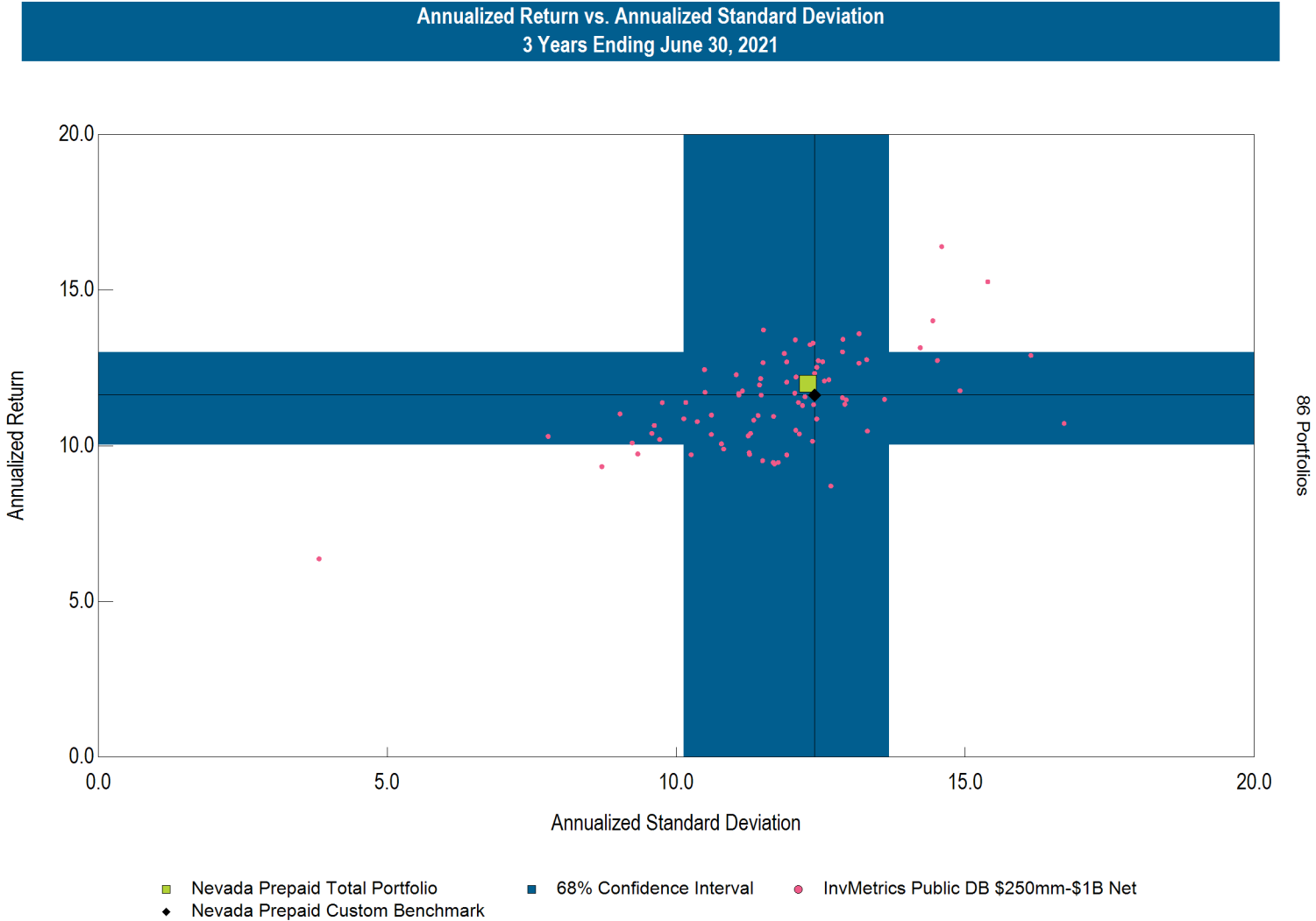
Asset Allocation vs. Target						
	Current	Current	Policy	Difference*	Policy Range	Within Range
Small Cap Equity	\$9,245,881	2.3%	4.0%	-1.7%	1.0% - 7.0%	Yes
Mid Cap Equity	\$24,977,761	6.3%	7.0%	-0.7%	2.0% - 12.0%	Yes
Large Cap Equity	\$169,356,343	43.0%	39.0%	4.0%	34.0% - 44.0%	Yes
Fixed Income	\$107,165,404	27.2%	30.0%	-2.8%	25.0% - 35.0%	Yes
Covered Calls	\$74,393,506	18.9%	20.0%	-1.1%	15.0% - 25.0%	Yes
Cash	\$8,731,647					
Total	\$393,870,541	100.0%	100.0%			

Asset Allocation as of June 30, 2021



Asset Allocation as of March 31, 2021





Manager Performance - Net of Fees | As of June 30, 2021

	Market Value (\$)	QTD (%)	Rank	1 Yr (%)	Rank	3 Yrs (%)	Rank	5 Yrs (%)	Rank
Public Equity	203,579,985	7.6	--	44.1	--	17.5	--	17.1	--
Vanguard - Large Cap Equity	169,356,343	8.5	26	40.8	53	18.7	32	17.6	29
<i>S&P 500</i>		<u>8.5</u>	<u>25</u>	<u>40.8</u>	<u>52</u>	<u>18.7</u>	<u>30</u>	<u>17.6</u>	<u>27</u>
Excess Return		0.0		0.0		0.0		0.0	
Vanguard - Mid Cap Equity	24,977,761	3.6	82	53.1	31	13.1	48	14.2	33
<i>S&P 400 MidCap</i>		<u>3.6</u>	<u>82</u>	<u>53.2</u>	<u>31</u>	<u>13.2</u>	<u>47</u>	<u>14.3</u>	<u>32</u>
Excess Return		0.0		-0.1		-0.1		-0.1	
Vanguard - Small Cap Equity	9,245,881	4.5	41	67.4	13	12.2	43	15.9	25
<i>S&P 600 SmallCap</i>		<u>4.5</u>	<u>39</u>	<u>67.4</u>	<u>13</u>	<u>12.2</u>	<u>43</u>	<u>15.8</u>	<u>26</u>
Excess Return		0.0		0.0		0.0		0.1	
Fixed Income Composite	107,165,404	0.8	--	-2.6	--	4.4	--	2.1	--
Garcia Hamilton	107,165,404	0.8	92	--	--	--	--	--	--
<i>Bloomberg US Aggregate A+ TR</i>		<u>1.5</u>	<u>82</u>	--	--	--	--	--	--
Excess Return		-0.7		--	--	--	--	--	--
Covered Calls	74,393,506	4.8	--	26.5	--	8.2	--	7.9	--
Glenmede Secured Options	74,393,506	4.8	27	26.5	19	8.2	38	7.9	34
<i>CBOE S&P 500 BuyWrite USD</i>		<u>5.1</u>	<u>25</u>	<u>27.3</u>	<u>15</u>	<u>5.6</u>	<u>74</u>	<u>7.2</u>	<u>38</u>
Excess Return		-0.3		-0.8		2.6		0.7	

Peer group percentile rankings calculated using Morningstar peer groups.

Vanguard: The three passive Vanguard equity funds all performed roughly in-line with their benchmarks. This performance is within expectations for passive mandates.

Garcia Hamilton: The Plan's Fixed Income manager returned 0.8% under the most recent quarter, underperforming its benchmark by 70 basis points and ranking in the 92nd percentile of its peer group.

Glenmede: The Plan's Covered Calls manager returned 4.8% during the most recent quarter, underperforming its benchmark by -0.3% but ranking in the 27th percentile of its peer group. Over the trailing one-, three- and five-year time periods, the Covered Calls mandate exhibited mixed performance relative to the benchmark, by underperforming by 80 basis points and outperforming by 260 and 70 basis points, respectively.

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PERFORMANCE DATA CONTAINED HEREIN REPRESENT PAST PERFORMANCE. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 8 September 23, 2021

**Item: Meketa Investment Group Inc. Investment
Monitoring Report for 529 Plans for the period
ended June 30, 2021**

Summary:

In December of 2010 the Board hired Pension Consulting Alliance (PCA), now known as Meketa Investment Group Inc. (Meketa), to perform investment review services of the Nevada College Savings Plans. These services include an independent quarterly review of investment performance and fund monitoring of each underlying fund or portfolio within each of the college savings plans.

In May of 2011, the Board adopted the 2011 Comprehensive Investment Policies for College Savings outlining the criteria for investment monitoring and analysis, including the establishment of a "Watch List" process. Attached is the quarterly report for the quarter ending June 30, 2021. In their report and memorandum regarding funds on "Watch" status, Meketa Investment Group Inc. is recommending the following changes to "Watch" status

Removal from Watch Status

- Putnam Small Cap Value Fund
- Putnam Income Fund

Initial Placement on Watch Status

- Principal Mid Cap Blend Fund

Eric White with Meketa Investment Group will present the materials to the Board.

Fiscal Impact: None by this action.

Staff recommended motion.

Move to approve and accept the Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group Inc. for the quarter ending June 30, 2021.

MEMORANDUM

TO: Nevada College Savings Plans
FROM: Eric White, CFA; Kay Ceserani; Stephanie Sorg;
Meketa Investment Group (“Meketa”)
DATE: September 23, 2021
RE: Review of Portfolios Qualifying for “Watch” Status

Summary

Meketa has conducted a review of the underlying funds in the Nevada College Savings Plans for the period ending June 30, 2021.

Currently, three funds from the USAA Program remain on “Watch” status, and no additional funds qualify for “Watch” status. These funds are listed below.

- USAA Growth
- USAA Value
- USAA Growth & Income

Currently, six funds from the Putnam 529 for America Program remain on “Watch” status, and one additional fund qualifies for “Watch” status. These funds are listed below.

- Putnam Small Cap Value – **Recommend Removal from “Watch” Status**
- Putnam Income – **Recommend Removal from “Watch” Status**
- GAA All Equity
- GAA Growth
- GAA Balanced
- GAA Conservative
- Principal Mid Cap Blend – **Recommend for “Watch” Status**

The Vanguard 529 Program does not have any funds that qualify for “Watch” status, or are currently on “Watch” status.

Currently, one fund from the SSgA Upromise 529 College Savings Plan remains on “Watch” status, and no additional funds qualify for “Watch” status.

- SPDR FTSE Intl Govt Infl-Prot Bond ETF

The Wealthfront 529 College Savings Plan does not have any funds that qualify for “Watch” status, or are currently on “Watch” status.

USAA 529 Plan

Summary of “Watch” Status

Portfolios	On Watch	Criteria Utilized for Watch Status		
		Short-term	Medium-term	Organization
USAA Growth	Yes	---	✓	---
USAA Value	Yes	---	✓	---
USAA Growth & Income	Yes	✓	✓	---

✓ Indicates eligible for Watch status as a result of performance.
 --- Indicates not eligible for Watch status as a result of performance.

Performance of Funds Currently on “Watch” Status

Funds on Watch Status	Board Action Date	Watch Status Start Date	No. Months Since Watch Began	Excess Return Since Watch
USAA Growth	12/13/2018	10/1/2018	33	-2.1%
USAA Value	12/13/2018	10/1/2018	33	-3.4%
USAA Growth & Income	3/21/2019	1/1/2019	30	-6.1%

Funds Currently on “Watch”

USAA Growth (2Q Combined Status Report – Page 44)

Since being placed on “Watch” status 33 months ago, the USAA Growth fund has underperformed its benchmark, the Russell 1000 Growth index, by (210) basis points and ranked in the 58th percentile of its US Large Cap Growth peer group. Over the most recent quarter, the fund underperformed its benchmark by (40) basis points, but ranked in the 37th percentile of its Large Cap Growth Equity peer group. Stock selection and asset allocation both weighed modestly on the strategy’s relative performance, as an overweight allocation and investments within the industrials sector detracted.

Due to poor performance over the trailing quarter and trailing 33 months, the USAA Growth fund continues to see its medium-term performance dip into the Caution range. Combining recent poor performance with a difficult 2017 and 2018 means the fund currently qualifies for “Watch” status due to medium-term performance. Therefore, **Meketa recommends that the USAA Growth fund remain on “Watch” status** due to medium-term performance struggles.

USAA Value (2Q Combined Status Report – Page 52)

Since being placed on “Watch” status 33 months ago, the USAA Value fund has underperformed its Russell 3000 Value benchmark by (3.4%), ranking the fund in the 92nd percentile of its US Large Cap Value peer group. Over the trailing 12-month time period, the fund returned 44.0%, underperformed the benchmark return by (140) basis points, but ranked in the 49th percentile of its peer group. In the most recent quarter, the USAA Value fund slightly outperformed its respective benchmark by 0.3% and ranked in the 50th percentile. For the quarter, security selection contributed positively to the strategy’s positive relative results, while sector allocation was a neutral factor in performance. Selection within materials, communication services, utilities, consumer discretionary and industrials was the most beneficial to performance.

Due to poor performance over the trailing year and trailing 33 months, the USAA Value fund continues to see its medium-term performance dip into the Caution range. Combining recent poor performance with a difficult 2017 and 2018 means the fund currently qualifies for “Watch” status due to medium-term performance. Therefore, **Meketa recommends that the USAA Value fund remain on “Watch” status** due to medium-term performance struggles.

USAA Growth & Income (2Q Combined Status Report – Page 48)

Since being placed on “Watch” status 30 months ago, the USAA Growth & Income fund has underperformed its Russell 3000 benchmark by (6.1%), placing the fund in the 90th percentile of its US Large Cap Core peer group. Over the trailing 12-month time period, the fund returned 37.4%, but underperformed the benchmark return by (680) basis points, and ranked in the 82nd percentile of its peer group. In the most recent quarter, the fund performed in line with its benchmark and ranked in the 49th percentile of its peer group. Over the trailing three months, stock selection had a neutral impact on the strategy’s performance relative to the benchmark. Selection within the industrials and consumer discretionary contributed to positive results, while selection within information technology and consumer staples detracted.

The USAA Growth & Income fund continues to be heavily affected by poor performance that took place before the recent management changes under Victory Capital undertaken in mid-2019. Prior to the changes the fund had underperformed over six straight quarters. However, despite outperforming in 1Q and 3Q 2020, relative results have continued to struggle, as the portfolio has underperformed the benchmark by (680) basis points over the trailing 12 months. The fund continues to qualify for “Watch” status due to short- and medium-term performance. Therefore, **Meketa recommends that the USAA Growth & Income fund remain on “Watch” status** due to performance reasons.

Putnam 529 for America Plan

Summary of "Watch" Status

Portfolios	Criteria Utilized for Watch Status			
	On Watch	Short-term	Medium-term	Organization
Putnam Small Cap Value	Yes	---	---	---
GAA Growth	Yes	---	✓	---
GAA Balanced	Yes	---	✓	---
GAA Conservative	Yes	---	✓	---
GAA All Equity	Yes	---	✓	---
Putnam Income	Yes	---	---	---
Principal Mid Cap Blend	No	✓	---	---

✓ Indicates eligible for Watch status as a result of performance.

--- Indicates not eligible for Watch status as a result of performance.

Performance of Funds Currently on "Watch" Status

Funds on Watch Status	Board Action Date	Watch Status Start Date	No. Months Since Watch Began	Excess Return Since Watch
Putnam Small Cap Value	6/20/2019	1/1/2019	30	3.4%
GAA Growth	12/18/2019	10/1/2019	21	-0.7%
GAA Balanced	12/18/2019	10/1/2019	21	-1.0%
GAA Conservative	12/18/2019	10/1/2019	21	-0.6%
GAA All Equity	6/25/2020	1/1/2020	18	-0.5%
Putnam Income	12/17/2020	10/1/2020	9	1.0%

Funds Currently on "Watch"

Putnam Small Cap Value (2Q Combined Status Report – Page 65)

Since being placed on "Watch" status 30 months ago, the Putnam Small Cap Value fund has outperformed its Russell 2000 Value benchmark by 340 basis points, placing the fund in the 14th percentile of its US Small Cap Value Equity peer group. Over most recent quarter, the fund outperformed its benchmark by 440 basis points, and ranked in the 5th percentile of its peer group. Relative outperformance was driven predominantly by security selection within the health care, industrials, and materials sectors.

Past results no longer drag on the fund's medium-term performance, which has now resided in the Acceptable range since January 2021. Due to the fact that the fund has exhibited performance persistence over the trailing two quarters, **Meketa recommends that the Putnam Small Cap Value fund be removed from "Watch" status** and continue be closely monitored over the coming periods.

Putnam GAA Growth (2Q Combined Status Report – Page 60)

Since being placed on “Watch” status 21 months ago, the Putnam GAA Growth fund has underperformed its custom benchmark by (0.7%). Over the most recent quarter, the Growth fund outperformed by 90 basis points. The recent quarter’s outperformance was due to strong stock selection within the US Large Cap Equity sleeve, as this exposure (61% of portfolio) outpaced its benchmark by 158 basis points. Additionally, the strategy’s underweight allocation to the Core Fixed Income sleeve (11% versus 15%) contributed to the positive results.

Poor results over the past couple years have affected the fund’s medium-term performance as it has now been in the Caution range for 20 months. Therefore, **Meketa recommends that the Putnam GAA Growth fund remain on “Watch” status** and be closely monitored over the coming periods.

Putnam GAA Balanced (2Q Combined Status Report – Page 58)

Since being placed on “Watch” status 21 months ago, the Putnam GAA Balanced fund has underperformed its custom benchmark by (1.0%). Over the most recent quarter, the Balanced fund outperformed by 90 basis points. The recent quarter’s outperformance was due to strong stock selection within the US Large Cap Equity sleeve, in conjunction with an underweight allocation to the Core Fixed Income sleeve. The fund’s US Large Cap Equity sleeve (54% of portfolio) outpaced its benchmark by 155 basis points.

Poor results over the past couple years have affected the fund’s medium-term performance as it has now been in the Caution range for 20 months. Therefore, **Meketa recommends that the Putnam GAA Balanced fund remain on “Watch” status** and be closely monitored over the coming periods.

Putnam GAA Conservative (2Q Combined Status Report – Page 59)

Since being placed on “Watch” status 21 months ago, the Putnam GAA Conservative portfolio has underperformed its custom benchmark by (0.6%). Over the most recent quarter, the Conservative fund outperformed by 60 basis points. The recent quarter’s outperformance was due to an overweight allocation and stock selection within the US Large Cap Equity sleeve, as the strategy had a 7% higher allocation that outperformed by 162 basis points. Additionally, the strategy’s underweight allocation to Core Fixed Income versus the benchmark (59% versus 65%) also contributed.

Poor results over the past couple years have affected the fund’s medium-term performance as it has now been in the Caution range for 21 months. Therefore, **Meketa recommends that the Putnam GAA Conservative fund remain on “Watch” status** and be closely monitored over the coming periods

Putnam GAA All Equity (2Q Combined Status Report – Page 57)

Since being placed on “Watch” status 18 months ago, the Putnam GAA All Equity portfolio has underperformed its custom benchmark by (0.5%). Over the most recent quarter, the All Equity fund outperformed by 80 basis points. The All Equity portfolio’s outperformance was predominantly due to stock selection in its US Large Cap Equity sleeve, as it outpaced its custom index by 162 basis points, and represents roughly 72% of the portfolio.

Much like the other GAA funds, despite near-term outperformance the Putnam GAA All Equity fund has seen a long deterioration in performance and first qualified for “Watch” status in January 2020. The fund continues to qualify for “Watch” status due to medium-term performance. Therefore, **Meketa recommends the GAA All Equity portfolio remain on “Watch” status** and be closely monitored over the coming periods.

Putnam Income (2Q Combined Status Report – Page 69)

Since being placed on “Watch” status 9 months ago, the Putnam Income portfolio has outperformed its benchmark, the Barclays US Aggregate Bond Index, by 1.0%, but placed it in the 82nd percentile of its Intermediate-term Bond peer group. Over the most recent quarter, the Putnam Income fund underperformed by 170 basis points. Underperformance can be attributed to the fund’s underlying strategies targeting prepayment risk. This was mostly driven by exposure to interest-only CMOs, as prepayment speeds continued to come in faster than anticipated. The fund’s early 2020 dip in performance is in contrast to its longer-term performance, which has seen the fund consistently outperform its benchmark by healthy margins, while regularly ranking in the top decile of its peer group.

Despite the fund’s poor relative results in the first half of 2020, the fund bounced back over the past twelve months, by outperforming its benchmark by 170 basis points. Due to the fact that the fund has exhibited performance persistence over the trailing two quarters, **Meketa recommends that the Putnam Income fund be removed from “Watch” status** and continue be closely monitored over the coming periods.

New Funds that Qualify for "Watch"

Principal Mid Cap Blend (2Q Combined Status Report – Page 61)

The Principal Mid Cap Blend fund qualifies for "Watch" status as its rolling 12-month excess return has been below (2.75%) for six consecutive months. Over the past one-year period, the fund has underperformed the Russell MidCap by 910 basis points, placing it in the 73rd percentile of its Morningstar Mid-Cap Growth peer group. Relative underperformance can be attributed to stock selection with the financials, industrials, information technology, and consumer discretionary sectors, as the industries collectively detracted 10.19% from an attribution standpoint.

The fund's recent dip in performance has caused it to qualify for "Watch" under the short-term criteria. Therefore, **Meketa recommends Principal Mid Cap Blend be placed on "Watch" status**, and be closely monitored over the coming periods.

Vanguard 529 Plan

No Funds qualify for "Watch" or are currently on "Watch."

SSgA Upromise 529 College Savings Plan

Summary of "Watch" Status

Portfolios	On Watch	Criteria Utilized for Watch Status		
		Short-term	Medium-term	Organization
SPDR FTSE Intl Govt Infl-Prot Bond ETF	Yes	✓	✓	---
✓ Indicates eligible for Watch status as a result of performance --- Indicates not eligible for Watch status as a result of performance				

Performance of Funds Currently on "Watch" Status

Funds on Watch Status	Board Action Date	Watch Status Start Date	No. Months Since Watch Began	Excess Return Since Watch
SPDR FTSE Intl Govt Infl-Prot Bond ETF	12/17/2020	10/1/2020	9	0.4%

Funds Currently on "Watch"

SPDR FTSE Intl Govt Infl-Prot Bond ETF (2Q Combined Status Report – Page 39)

Since being placed on "Watch" status 9 months ago, the SPDR FTSE Intl Govt Inflation-Linked Bond ETF's rolling 12- and 36-month tracking errors have remained above 30 and 50 basis points, respectively, for ten or more consecutive months. The fund returned 9.8% over the past 12-month period compared to its FTSE Intl Inflation-Linked Capped benchmark return of 9.3%, and its 12-month tracking error is 64 basis points as of the end of June. The fund's 12-month monthly tracking error had recently remained near 15 basis points over the past several years before experiencing a jump since March 2020. The fund provides exposure to inflation-linked bonds of developed and emerging market countries outside of the US and is typically utilized as a hedge against inflation outside of the US.

Meketa currently believes the fund continues to be a good option for providing exposure to inflation-linked fixed income to international markets and we do not have any major concerns with the fund at this time. However, the fund does continue qualify for "Watch" status given its short- and medium-term tracking errors. Therefore, **Meketa recommends the SPDR FTSE Intl Govt Inflation-Linked Bond ETF remain on "Watch" status**, and be closely monitored over the coming periods.

Wealthfront 529 Plan

No Funds qualify for "Watch" or are currently on "Watch."



APPROVED FOR WATCH STATUS:

Zach Conine, State Treasurer



Disclosures

WE HAVE PREPARED THIS REPORT (THIS "REPORT") FOR THE SOLE BENEFIT OF THE INTENDED RECIPIENT (THE "RECIPIENT").

SIGNIFICANT EVENTS MAY OCCUR (OR HAVE OCCURRED) AFTER THE DATE OF THIS REPORT AND THAT IT IS NOT OUR FUNCTION OR RESPONSIBILITY TO UPDATE THIS REPORT. ANY OPINIONS OR RECOMMENDATIONS PRESENTED HEREIN REPRESENT OUR GOOD FAITH VIEWS AS OF THE DATE OF THIS REPORT AND ARE SUBJECT TO CHANGE AT ANY TIME. ALL INVESTMENTS INVOLVE RISK. THERE CAN BE NO GUARANTEE THAT THE STRATEGIES, TACTICS, AND METHODS DISCUSSED HERE WILL BE SUCCESSFUL.

INFORMATION USED TO PREPARE THIS REPORT WAS OBTAINED FROM INVESTMENT MANAGERS, CUSTODIANS, AND OTHER EXTERNAL SOURCES. WHILE WE HAVE EXERCISED REASONABLE CARE IN PREPARING THIS REPORT, WE CANNOT GUARANTEE THE ACCURACY OF ALL SOURCE INFORMATION CONTAINED HEREIN.

CERTAIN INFORMATION CONTAINED IN THIS REPORT MAY CONSTITUTE "FORWARD - LOOKING STATEMENTS," WHICH CAN BE IDENTIFIED BY THE USE OF TERMINOLOGY SUCH AS "MAY," "WILL," "SHOULD," "EXPECT," "AIM," "ANTICIPATE," "TARGET," "PROJECT," "ESTIMATE," "INTEND," "CONTINUE" OR "BELIEVE," OR THE NEGATIVES THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. ANY FORWARD - LOOKING STATEMENTS, FORECASTS, PROJECTIONS, VALUATIONS, OR RESULTS IN THIS PRESENTATION ARE BASED UPON CURRENT ASSUMPTIONS. CHANGES TO ANY ASSUMPTIONS MAY HAVE A MATERIAL IMPACT ON FORWARD LOOKING STATEMENTS, FORECASTS, PROJECTIONS, VALUATIONS, OR RESULTS. ACTUAL RESULTS MAY THEREFORE BE MATERIALLY DIFFERENT FROM ANY FORECASTS, PROJECTIONS, VALUATIONS, OR RESULTS IN THIS PRESENTATION.

PERFORMANCE DATA CONTAINED HEREIN REPRESENT PAST PERFORMANCE. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

EDW/KRC/SBS/ndb

Putnam 529 for America Annual investment update

A world of investing.®



Global Asset Allocation performance review as of August 31, 2021

Not FDIC
Insured

May Lose
Value

No Bank
Guarantee

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AD1835328 9/21

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An experienced Global Asset Allocation team dedicated to multi-asset strategies

The senior team members have been in place at Putnam for more than a decade, managing multi-asset strategies since 1994

Robert J. Schoen Co-Chief Investment Officer, Global Asset Allocation Putnam since 1997	Brett S. Goldstein, CFA Co-Chief Investment Officer, Global Asset Allocation Putnam since 2010	James A. Fetch Co-Head, Global Asset Allocation Putnam since 1994	Jason R. Vaillancourt, CFA Co-Head, Global Asset Allocation Putnam since 1999	
Adrian H. Chan, CFA Portfolio Manager Putnam since 2003	Brett E. Risser Portfolio Manager Putnam since 2003	Srinivas Maloor, Ph.D. Portfolio Manager Putnam since 2020	Dawei Zhou, CFA Research Analyst Putnam since 2017	Christopher N. Racz Research Analyst Putnam since 2016
Sean M. McDonough Portfolio Associate Putnam since 2000	Aisha Mughal Portfolio Associate Putnam since 2010	Maria Tao Investment Associate Putnam since 2018	Alex G. Wasielewski Investment Associate Putnam since 2019	Neehar Polavarapu Investment Associate Putnam since 2021
Brendan T. Murray Sr. Investment Director Putnam since 2002	Seamus S. Young, CFA Sr. Investment Director Putnam since 2009	Jonathan Schreiber, CFA Investment Director Putnam since 2010	Daniel Lahrman, CFA Investment Director Putnam since 2011	Sara J. Barrett Investment Product Analyst Putnam since 2017

As of August 31, 2021.

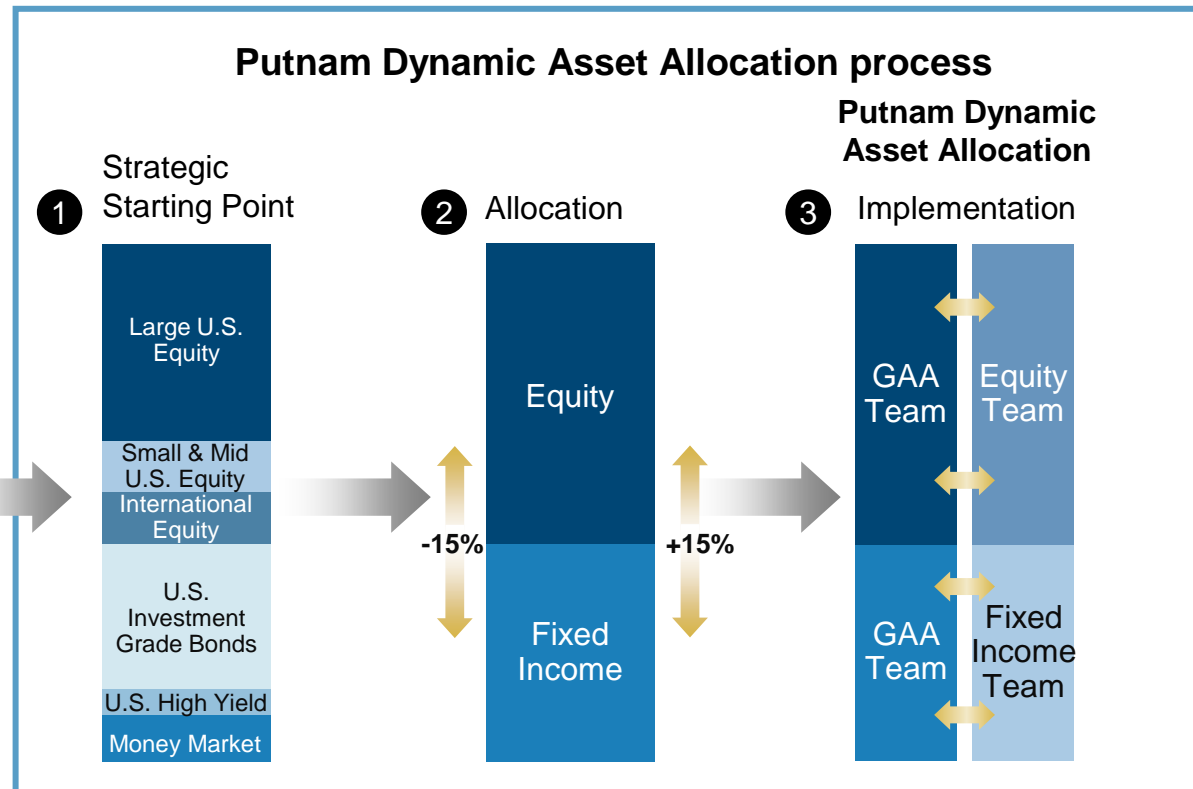
The Global Asset Allocation team manages both tactical allocation and security selection

In-house management offers advantages over a traditional fund-of-funds

- **Glide path:** Each vintage starts with a globally diversified benchmark portfolio
- **Allocation:** GAA shifts allocations, pursuing the most attractive asset class mix
- **Implementation:** GAA collaborates with Putnam's Equity and Fixed Income teams, seeking efficient implementation

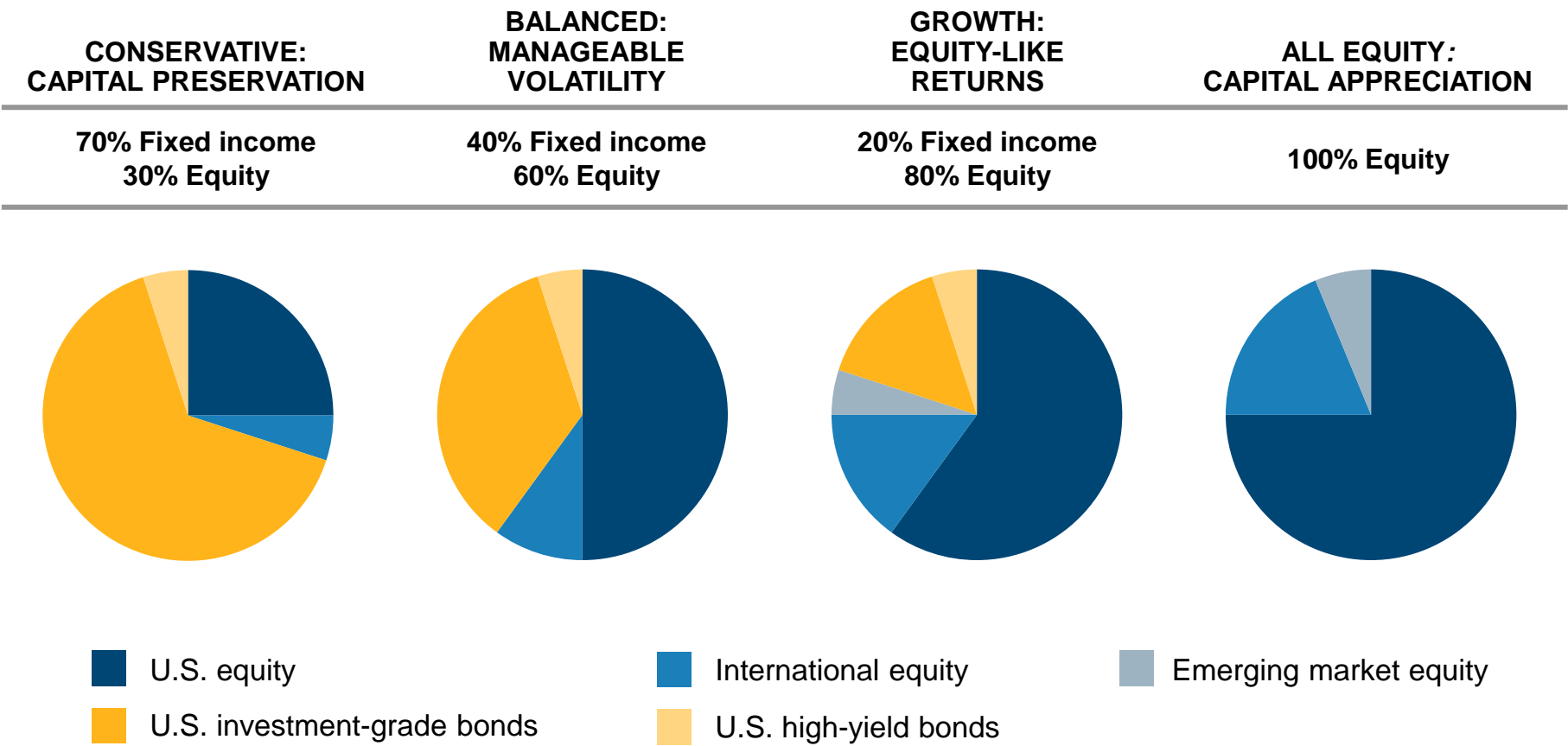
Available Strategies

- U.S. large-cap equity
- Small-cap equity
- International equity
- Emerging market equity
- Investment-grade fixed income
- Opportunistic fixed income
- High-yield fixed income
- Commodities
- REITs
- TIPS



For illustrative purposes only.

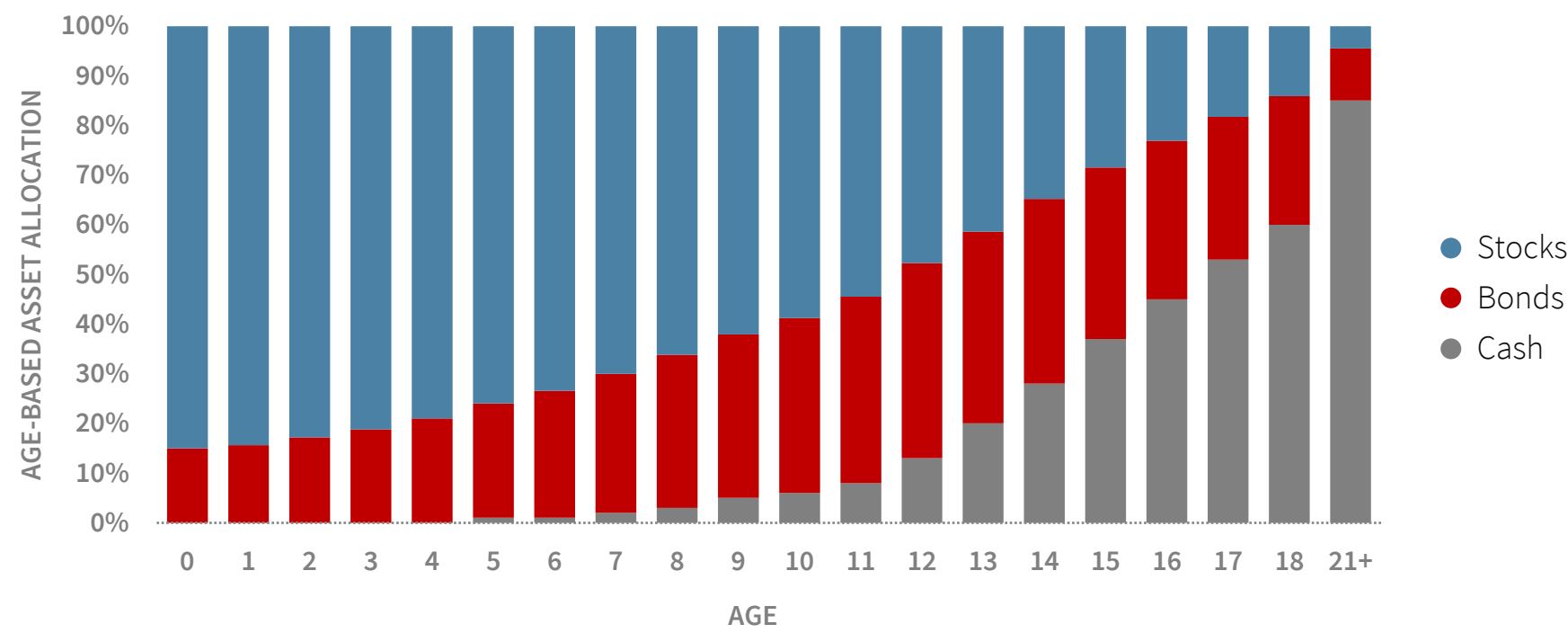
Age-based and goal-based options: Underlying fund strategies



Allocations shown are target allocations; actual allocations may vary. See the offering statement for details.

Age-based portfolios

Actively managed and adjust over time; designed to be more conservative as the child approaches college age



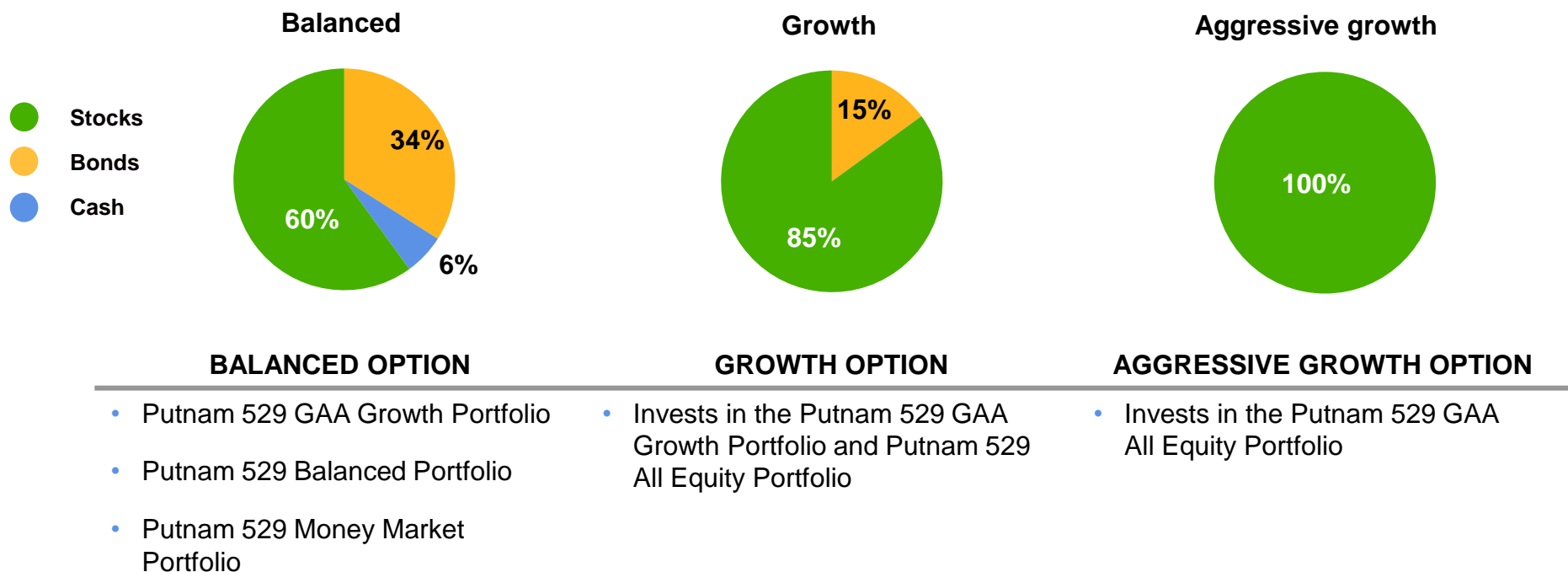
Asset allocations shown are target allocations. Actual allocations may vary.

The age-based and goal-based options invest across four broad asset categories: short-term investments, fixed-income investments, U.S. equity investments, and non-U.S. equity investments. Within these categories, investments are spread over a range of asset allocation portfolios that concentrate on different asset classes or reflect different styles.

Each age-based option has a different target date, which is based on the year in which the beneficiary of an account was born. The principal value of the funds is not guaranteed at any time, including age-based options closest to the college age.

Goal-based portfolios

- Actively managed and keep the same allocation mix, regardless of the child's age
- Separately managed accounts



Allocations shown are target allocations; actual allocations may vary. See the offering statement for details.

Underlying asset allocation portfolios

Performance as of 8/31/21

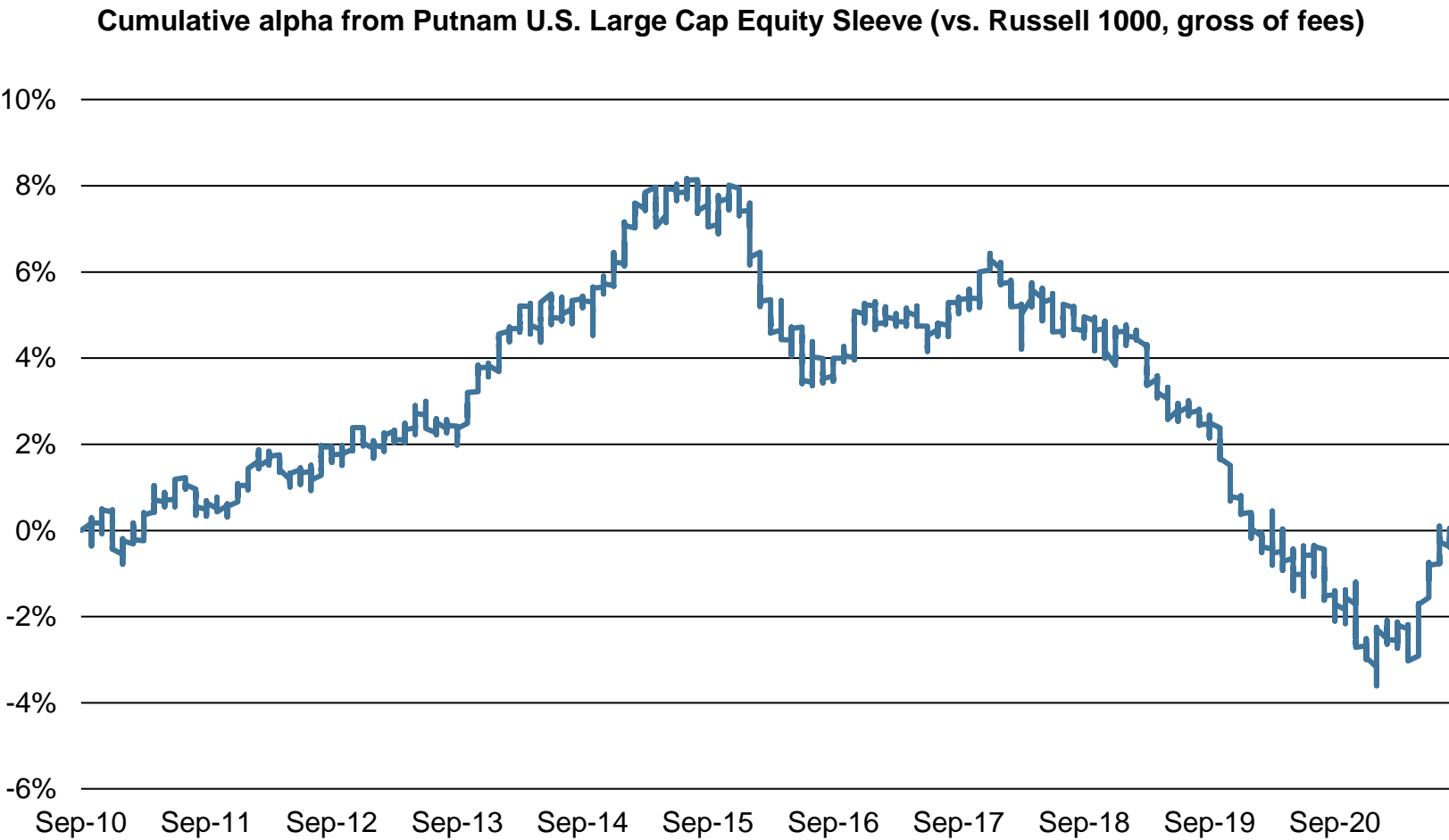
As of 8/31/21	Year to date	1 yr	3 yrs	5 yrs	10 yrs	Since inception
Putnam GAA All Equity Portfolio (9/29/2010)	19.09	31.54	13.68	14.46	13.19	12.44
Putnam Equity Blended Index	17.61	31.08	15.75	16.01	13.88	13.28
Lipper Multi-Cap Core Funds avg	19.76	32.28	15.37	15.78	14.39	13.73
Putnam GAA Growth Portfolio (9/29/2010)	16.32	26.80	11.92	12.70	11.55	10.89
Putnam Growth Blended Benchmark	14.06	24.99	13.96	13.69	12.02	11.57
Lipper Mixed-Asset Target Allocation Growth Funds avg	12.98	23.07	11.63	11.14	9.95	9.61
Putnam GAA Balanced Portfolio (9/29/2010)	13.12	20.88	10.37	10.63	10.17	9.64
Putnam Balanced Blended Benchmark	11.03	18.95	12.40	11.51	10.42	10.13
Lipper Mixed-Asset Target Allocation Moderate Funds avg	10.00	17.73	9.56	8.87	8.00	7.81
Putnam GAA Conservative Portfolio (9/29/2010)	6.26	10.81	7.63	6.93	6.95	6.65
Putnam Conservative Blended Benchmark	5.18	9.42	9.09	7.44	6.95	6.88
Lipper Mixed-Asset Target Allocation Conserv. Funds avg	5.67	10.94	7.33	6.23	5.81	5.76

Underlying asset allocation portfolios

Performance as of 6/30/21

As of 06/30/2021	Year to date	1yr	3yr	5yr	10yr	Since Inception
Putnam GAA All Equity Portfolio (9/29/2010)	14.76	41.72	14.11	14.63	11.60	12.26
Putnam Equity Blended Index	13.47	41.81	16.34	16.23	12.45	13.12
Lipper Multi-Cap Core Funds average	14.71	41.57	15.92	15.78	12.69	13.50
Putnam GAA Growth Portfolio (9/29/2010)	12.82	34.94	12.26	12.89	10.29	10.76
Putnam Growth Blended Benchmark	10.63	33.44	14.43	13.89	10.91	11.44
Lipper Mixed-Asset Target Allocation Growth Funds average	10.07	29.49	11.86	11.25	8.92	9.46
Putnam GAA Balanced Portfolio (9/29/2010)	10.02	26.27	10.67	10.73	9.22	9.52
Putnam Balanced Blended Benchmark	7.89	24.71	12.74	11.54	9.63	10.01
Lipper Mixed-Asset Target Allocation Moderate Funds average	7.73	22.70	9.71	8.94	7.25	7.72
Putnam GAA Conservative Portfolio (9/29/2010)	4.58	13.73	7.80	7.07	6.55	6.60
Putnam Conservative Blended Benchmark	3.21	12.08	9.22	7.44	6.67	6.80
Lipper Mixed-Asset Target Allocation Conserv. Funds average	4.13	14.26	7.42	6.35	5.43	5.71

US Quantitative Equity relative return since inception



Judith A. Minsk

Director, Investment Strategies
Global Investment Strategies

Responsibilities at Putnam

Ms. Minsk is a Director, Investment Strategies, in the Global Investment Strategies group. She is responsible for executing key strategic sales and product initiatives and marketing programs. Ms. Minsk leads efforts to create external sales materials and produce broad messaging to both internal and external audiences. She coordinates, promotes, and produces a national webcast series on wide-ranging investment topics, market updates, and practice management themes. In addition, Ms. Minsk oversees the marketing and product development for Putnam's 529 for America college savings plan and manages other key client relationships. She is a member of Putnam's Diversity Advisory Council. Ms. Minsk has been in the investment industry since she joined Putnam in 1993.

Education

University of Massachusetts at Amherst, B.A.

Brendan T. Murray

Senior Investment Director, Global Asset Allocation
Global Investment Strategies

Responsibilities at Putnam

Mr. Murray is a Senior Investment Director in the Global Investment Strategies group, dedicated to Global Asset Allocation products. In this role, he is responsible for developing and launching new products; defining product messaging for existing products; providing ongoing marketing and sales support; interpreting and communicating performance, positioning, and strategy to existing clients; and gathering market intelligence on trends in the global marketplace. Previously at Putnam, he served as Investment Director and Team Leader in the Fixed Income group. He has been in the investment industry since he joined Putnam in 2002.

Education

Boston College, B.A.

Consider these risks before investing: The value of investments in the fund's portfolio may fall or fail to rise over extended periods of time for a variety of reasons, including general economic, political, or financial market conditions; investor sentiment and market perceptions; government actions; geopolitical events or changes; and factors related to a specific issuer, asset class, geography, industry, or sector. These and other factors may lead to increased volatility and reduced liquidity in the fund's portfolio holdings. International investing involves currency, economic, and political risks. Emerging-market securities carry illiquidity and volatility risks. Investments in small and/or midsize companies increase the risk of greater price fluctuations. Growth stocks may be more susceptible to earnings disappointments, and value stocks may fail to rebound. Risks associated with derivatives include increased investment exposure (which may be considered leverage) and, in the case of over-the-counter instruments, the potential inability to terminate or sell derivatives positions and the potential failure of the other party to the instrument to meet its obligations. If the quantitative models or data that are used in managing the fund prove to be incorrect or incomplete, investment decisions made in reliance on the models or data may not produce the desired results and the fund may realize losses. Our investment techniques, analyses, and judgments may not produce the outcome we intend. The investments we select for the fund may not perform as well as other securities that we do not select for the fund. We, or the fund's other service providers, may experience disruptions or operating errors that could have a negative effect on the fund. You can lose money by investing in the fund.

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Putnam 529 for America is sponsored by the State of Nevada, acting through the Trustees of the College Savings Plans of Nevada and the Nevada College Savings Trust Fund. Anyone may invest in the plan and use the proceeds to attend school in any state. **Before investing, consider whether your state's plan or that of your beneficiary offers state tax and other benefits not available through Putnam 529 for America.** If you withdraw money for something other than qualified higher education expenses, you will owe federal income tax and may face a 10% federal tax penalty on earnings. Consult your tax advisor. **You should carefully consider the investment objectives, risks, charges, and expenses of the plan before investing. Ask your financial representative or call Putnam at 1-877-PUTNAM529 for an offering statement containing this and other information for Putnam 529 for America, and read it carefully before investing.** Putnam Retail Management, principal underwriter and distributor. Putnam Investment Management, investment manager.

Nevada College Savings Programs

September 23, 2021

2Q 2021 Investment
Performance Status Report

1. Summary of Fund Performance and Watch Status
2. Age-Based Risk/Return Analysis
3. Enrollment Date Risk/Return Analysis
4. Vanguard 529 Plan Underlying Fund Analysis
5. Upromise 529 College Savings Program Underlying Fund Analysis
6. USAA 529 College Savings Program Underlying Fund Analysis
7. Putnam 529 for America Program Underlying Fund Analysis
8. Wealthfront 529 College Savings Program Underlying Fund Analysis

Summary of Fund Performance and Watch Status

Summary of Fund Performance and Watch Status

Program	Total Funds [^]	Positive	Acceptable	Caution	Watch ^{**}
Vanguard 529 Plan					
Number of Funds	15	12	2	1	—
Percentage	100%	80%	13%	7%	0%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	--	--	--	--	--
US Equity Funds	8	8	--	--	--
Intl Equity Funds	1	--	--	1	--
Fixed Income Funds	5	3	2	--	--
Other Funds*	1	1	--	--	--
SSgA Upromise 529 Plan					
Number of Funds	15	14	--	--	1
Percentage	100%	93%	0%	0%	7%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	--	--	--	--	--
US Equity Funds	3	3	--	--	--
Intl Equity Funds	4	4	--	--	--
Fixed Income Funds	6	5	--	--	1
Other Funds*	2	2	--	--	--

Vanguard 529 Program

- 93% of funds in the Vanguard Program have either a Positive or Acceptable status
- Fund status changes:
 - No funds improved during the quarter
 - No funds deteriorated during the quarter

SSgA Upromise 529 Program

- 93% of funds in the SSgA Upromise Program have either a Positive or Acceptable status
- Fund status changes:
 - No funds improved during the quarter
 - No funds deteriorated during the quarter

[^]Money Market funds not included

*Includes Balanced, Commodities, REITs, and MLPs

^{**}Reflects funds currently on "Watch" status and new funds qualifying for "Watch" status

Summary of Fund Performance and Watch Status

Program	Total Funds [^]	Positive	Acceptable	Caution	Watch ^{**}
USAA 529 Plan					
Number of Funds	11	6	2	--	3
Percentage	100%	55%	18%	0%	27%
Fund Status ↑	1	1	--	--	--
Fund Status ↓	--	--	--	--	--
US Equity Funds	5	2	--	--	3
Intl Equity Funds	2	1	1	--	--
Fixed Income Funds	4	3	1	--	--
Other Funds*	--	--	--	--	--
Putnam 529 for America					
Number of Funds	16	2	4	3	7
Percentage	100%	13%	25%	19%	43%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	5	3	1	1	--
US Equity Funds	5	1	2	--	2
Intl Equity Funds	1	--	1	--	--
Fixed Income Funds	4	1	1	1	1
Other Funds*	6	--	--	2	4

[^]Money Market fund and NY Life Insurance not included

*Includes Balanced, AR, Commodities, REITs, and MLPs

^{**}Reflects funds currently on "Watch" status and new funds qualifying for "Watch" status

USAA 529 Program

- 73% of funds in the USAA Program have either a Positive or Acceptable status
- Fund status changes:
 - 1 fund improved during the quarter
 - USAA Emerging Markets

Putnam 529 Program

- 38% of funds in the Putnam Program have either a Positive or Acceptable status
- Fund status changes:
 - No funds improved during the quarter
 - 5 funds deteriorated during the quarter
 - Putnam Equity Income
 - Principal Mid Cap
 - Putnam Growth Opportunities
 - MFS Inst. International Equity
 - Federated Hermes Short-Int Gvt

Summary of Fund Performance and Watch Status

Program	Total Funds^	Positive	Acceptable	Caution	Watch**
Wealthfront 529 Plan					
Number of Funds	9	8	--	1	--
Percentage	100%	89%	0%	11%	0%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	--	--	--	--	--
US Equity Funds	2	2	--	--	--
Intl Equity Funds	2	1	--	1	--
Fixed Income Funds	4	4	--	--	--
Other Funds*	1	1	--	--	--

Wealthfront 529 Program

- 89% of funds in the Wealthfront Program have either a Positive or Acceptable status
- Fund status changes:
 - No funds improved during the quarter
 - No funds deteriorated during the quarter

^Money Market fund and NY Life Insurance not included

*Includes Balanced, Commodities, REITs, and MLPs

**Reflects funds currently on "Watch" status and new funds qualifying for "Watch" status

Vanguard 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status
Passively Managed Funds		
Vanguard 500 Index Fund	Positive	Positive
Vanguard Ttl Stock Mkt Indx Fund	Positive	Positive
Vanguard Value Index Fund	Positive	Positive
Vanguard Growth Index Fund	Positive	Positive
Vanguard Mid-Cap Index Fund	Positive	Positive
Vanguard Small Cap Index Fund	Positive	Positive
Vanguard Ttl Intl Stock Index Fund*	Caution	Caution
Vanguard Total Bond Market Fund	Positive	Positive
Vanguard Ttl Bond Market II Fund	Positive	Positive
Vanguard Ttl Intl Bond Market Fund	Positive	Positive
Actively Managed Funds		
Vanguard US Growth Fund**	Positive	Positive
Vanguard Windsor Fund	Positive	Positive
Vanguard STAR Fund	Positive	Positive
Vanguard Infl-Prot Securities Fund	Acceptable	Acceptable
Vanguard High Yield Bond Fund	Acceptable	Acceptable

- Current status is based on evaluation results from short-term (rolling 12-months), medium-term (rolling 36-month) analysis.
- According to the Investment Status Schedule, the portfolio's overall "Current Status" equals the lowest status as achieved by one or more of the criteria during the quarter (see page Appendix for details).

* Fund has been excluded from Watch status but remains below watch criteria

** Vanguard Morgan Growth fund merged into the Vanguard US Growth fund to start 2Q 2019

Vanguard 529 Plan: Summary of Watch Status

Portfolios	Currently on Watch?	Qualifies for Watch?
Passively Managed Funds		
Vanguard 500 Index Fund	NO	NO
Vanguard Ttl Stock Mkt Indx Fund	NO	NO
Vanguard Value Index Fund	NO	NO
Vanguard Growth Index Fund	NO	NO
Vanguard Mid-Cap Index Fund	NO	NO
Vanguard Small Cap Index Fund	NO	NO
Vanguard Ttl Intl Stock Index Fund*	NO	Short-Term Medium-Term
Vanguard Total Bond Market Fund	NO	NO
Vanguard Ttl Bond Market II Fund	NO	NO
Vanguard Ttl Intl Bond Market Fund	NO	NO
Actively Managed Funds		
Vanguard US Growth Fund**	NO	NO
Vanguard Windsor Fund	NO	NO
Vanguard STAR Fund	NO	NO
Vanguard Infl-Prot Securities Fund	NO	NO
Vanguard High Yield Bond Fund	NO	NO

* Fund has been excluded from Watch status but remains below watch criteria

** Vanguard Morgan Growth fund merged into the Vanguard US Growth fund to start 2Q 2019

- Funds identified as “Currently on Watch” are those whose Watch status has been approved by the State Treasurer’s Office.
- Funds identified as “Qualifying for Watch” have not necessarily been approved as being on Watch by the State Treasurer’s Office, but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

SSgA Upromise 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status
Passively Managed Funds		
SPDR S&P 500 ETF Trust	Positive	Positive
SPDR S&P Mid-Cap 400 ETF Trust	Positive	Positive
SPDR S&P 600 Small Cap ETF	Positive	Positive
SPDR Dow Jones REIT ETF	Positive	Positive
SPDR Dow Jones International Real Estate ETF	Positive	Positive
SPDR S&P Port Developed World ex-US ETF	Positive	Positive
SPDR S&P International Small-Cap ETF	Positive	Positive
SPDR Portfolio Emerging Markets ETF	Positive	Positive
SPDR S&P Emerging Markets Small-Cap ETF	Positive	Positive
SPDR Portfolio Aggregate Bond ETF	Positive	Positive
SPDR Blmbg Barclays TIPS ETF	Positive	Positive
SPDR FTSE Intl Govt Infl-Protected Bond ETF	On Watch	On Watch
SPDR Blmbg Barclays High Yield Bond ETF	Positive	Positive
SPDR Portfolio ST Corporate Bond ETF	Positive	Positive
SPDR Blmbg Barclays 1-3 Month T-Bill ETF	Positive	Positive

- Current status is based on evaluation results from short-term (rolling 12-months), medium-term (rolling 36-month) analysis.
- According to the Investment Status Schedule, the portfolio's overall "Current Status" equals the lowest status as achieved by one or more of the criteria during the quarter (see page Appendix for details).

SSgA Upromise 529 Plan: Summary of Watch Status

Portfolios	Currently on Watch?	Qualifies for Watch?
Passively Managed Funds		
SPDR S&P 500 ETF Trust	NO	NO
SPDR S&P Mid-Cap 400 ETF Trust	NO	NO
SPDR S&P 600 Small Cap ETF	NO	NO
SPDR Dow Jones REIT ETF	NO	NO
SPDR Dow Jones International Real Estate ETF	NO	NO
SPDR S&P Port Developed World ex-US ETF	NO	NO
SPDR S&P International Small-Cap ETF	NO	NO
SPDR Portfolio Emerging Markets ETF	NO	NO
SPDR S&P Emerging Markets Small-Cap ETF	NO	NO
SPDR Portfolio Aggregate Bond ETF	NO	NO
SPDR Blmbg Barclays TIPS ETF	NO	NO
SPDR FTSE Intl Govt Infl-Protected Bond ETF	YES	Short-Term, Medium-Term
SPDR Blmbg Barclays High Yield Bond ETF	NO	NO
SPDR Portfolio ST Corporate Bond ETF	NO	NO
SPDR Blmbg Barclays 1-3 Month T-Bill ETF	NO	NO

- Funds identified as “Currently on Watch” are those whose Watch status has been approved by the State Treasurer’s Office.
- Funds identified as “Qualifying for Watch” have not necessarily been approved as being on Watch by the State Treasurer’s Office, but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

USAA 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status
USAA Growth Fund	On Watch	On Watch
USAA Growth & Income Fund	On Watch	On Watch
USAA Value Fund	On Watch	On Watch
USAA Income Stock Fund	Positive	Positive
USAA Small Cap Stock Fund	Positive	Positive
USAA International Fund	Acceptable	Acceptable
USAA Emerging Markets Fund	Acceptable	Positive
USAA Income Fund	Positive	Positive
USAA Intermediate-Term Bond	Positive	Positive
USAA High Income Fund	Acceptable	Acceptable
USAA Short-Term Bond Fund	Positive	Positive

- Current status is based on evaluation results from short-term (rolling 12-months), medium-term (rolling 36-month) analysis.
- According to the Investment Status Schedule, the portfolio's overall "Current Status" equals the lowest status as achieved by one or more of the criteria during the quarter (see page Appendix for details.)

USAA 529 Plan: Summary of Watch Status

Portfolios	Currently On Watch?	Qualifies for Watch?
USAA Growth Fund	YES	Medium-Term
USAA Growth & Income Fund	YES	Short-Term Medium-Term
USAA Value Fund	YES	Medium-Term
USAA Income Stock Fund	NO	NO
USAA Small Cap Stock Fund	NO	NO
USAA International Fund	NO	NO
USAA Emerging Markets Fund	NO	NO
USAA Income Fund	NO	NO
USAA Intermediate-Term Bond Fund	NO	NO
USAA High Income Fund	NO	NO
USAA Short-Term Bond Fund	NO	NO

- Funds identified as “Currently on Watch” are those whose Watch status has been approved by the State Treasurer’s Office.
- Funds identified as “Qualifying for Watch” have not necessarily been approved as being on Watch by the State Treasurer’s Office, but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

Summary of Fund Performance and Watch Status

Putnam 529 for America Plan: Summary Of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status
Portfolios for Age/Goal Based		
GAA All Equity	On Watch	On Watch
GAA Growth	On Watch	On Watch
GAA Balanced	On Watch	On Watch
GAA Conservative	On Watch	On Watch
Individual Fund Options		
SPDR S&P 500 ETF Trust	Positive	Positive
Putnam Equity Income	Positive	Acceptable
Principal Mid Cap	Caution	On Watch
Putnam Growth Opportunities	Positive	Acceptable
Putnam Small Cap Value	On Watch	On Watch
MFS Inst. International Equity	Positive	Acceptable
Putnam Income	On Watch	On Watch
Federated Hermes Short-Int. Gvt Fund	Acceptable	Caution
Putnam High Yield	Acceptable	Acceptable
Putnam Short Duration Bond	Positive	Positive
Absolute Return Funds		
Putnam Fixed Income Absolute Return*	Caution	Caution
Putnam Multi-Asset Absolute Return*	Caution	Caution

- Current status is based on evaluation results from short-term (rolling 12-months), medium-term (rolling 36-month) analysis.
- According to the Investment Status Schedule, the portfolio's overall "Current Status" equals the lowest status as achieved by one or more of the criteria during the quarter (see page Appendix for details.)

* Fund has been excluded from Watch status but remains below watch criteria

Putnam 529 for America Plan: Summary of Watch Status

Portfolios	Currently on Watch?	Qualifies for Watch?
Portfolios for Age/Goal Based		
GAA All Equity	YES	Medium-Term
GAA Growth	YES	Medium-Term
GAA Balanced	YES	Medium-Term
GAA Conservative	YES	Medium-Term
Individual Fund Options		
SPDR S&P 500 ETF	NO	NO
Putnam Equity Income Fund	NO	NO
Principal MidCap Blend Fund	NO	Short-Term
Putnam Growth Opportunities Fund	NO	NO
Putnam Small Cap Value Fund	YES	NO
MFS Inst. International Equity Fund	NO	NO
Putnam Income Fund	YES	NO
Federated Hermes Short-Int. Gvt Fund	NO	NO
Putnam High Yield Fund	NO	NO
Putnam Short Duration Bond Fund	NO	NO
Individual Fund Options		
Putnam Fixed Income Absolute Return*	NO	Short-Term Medium-Term
Putnam Multi-Asset Absolute Return*	NO	Short-Term Medium-Term

- Funds identified as “Currently on Watch” are those whose Watch status has been approved by the State Treasurer’s Office.
- Funds identified as “Qualifying for Watch” have not necessarily been approved as being on Watch by the State Treasurer’s Office, but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

* Fund has been removed from Watch status but remains below watch criteria

Wealthfront 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status
Passively Managed Funds		
Vanguard Total Stock Market ETF	Positive	Positive
Vanguard Dividend Appreciation ETF	Positive	Positive
Vanguard FTSE Developed Markets ETF*	Caution	Caution
Vanguard FTSE Emerging Markets ETF	Positive	Positive
Vanguard REIT ETF	Positive	Positive
iShares iBoxx \$ Invst. Grade Corp. Bond ETF	Positive	Positive
iShares JP Morgan USD Em. Mkt. Bond ETF	Positive	Positive
Vanguard Short Treasury Bond ETF	Positive	Positive
Vanguard Short-Term Infl-Prot Securities ETF	Positive	Positive

- Current status is based on evaluation results from short-term (rolling 12-months), medium-term (rolling 36-month) analysis.
- According to the Investment Status Schedule, the portfolio's overall "Current Status" equals the lowest status as achieved by one or more of the criteria during the quarter (see page Appendix for details).

* Fund has been excluded from Watch status but remains below watch criteria

Wealthfront 529 Plan: Summary Of Watch Status

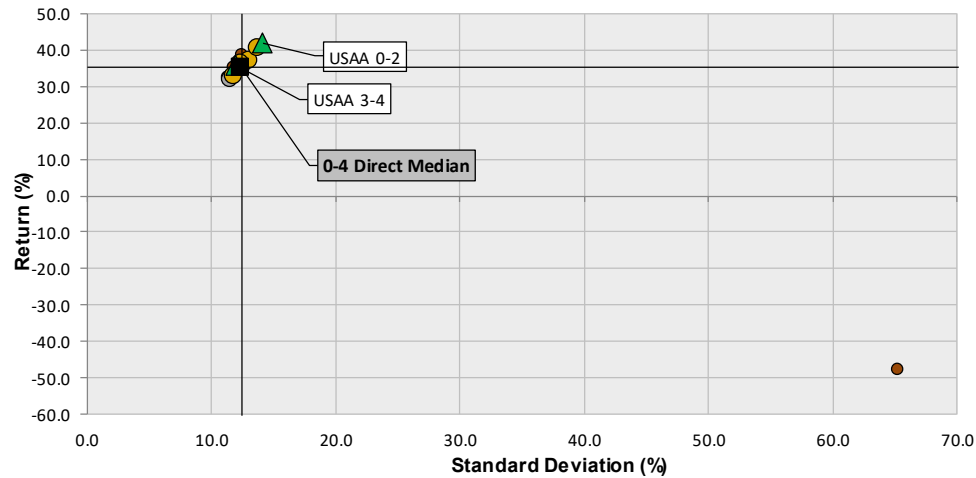
Portfolios	Currently on Watch?	Qualifies for Watch?
Passively Managed Funds		
Vanguard Total Stock Market ETF	NO	No
Vanguard Dividend Appreciation ETF	NO	NO
Vanguard FTSE Developed Markets ETF*	NO	Short-Term Medium-Term
Vanguard FTSE Emerging Markets ETF	NO	NO
Vanguard REIT ETF	NO	NO
iShares iBoxx \$ Invst. Grade Corp. Bond ETF	NO	NO
iShares JP Morgan USD Em. Mkt. Bond ETF	NO	NO
Vanguard Short Treasury Bond ETF	NO	NO
Vanguard Short-Term Infl-Prot Securities ETF	NO	NO

- Funds identified as “Currently on Watch” are those whose Watch status has been approved by the State Treasurer’s Office.
- Funds identified as “Qualifying for Watch” have not necessarily been approved as being on Watch by the State Treasurer’s Office, but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

* Fund has been excluded from Watch status but remains below watch criteria

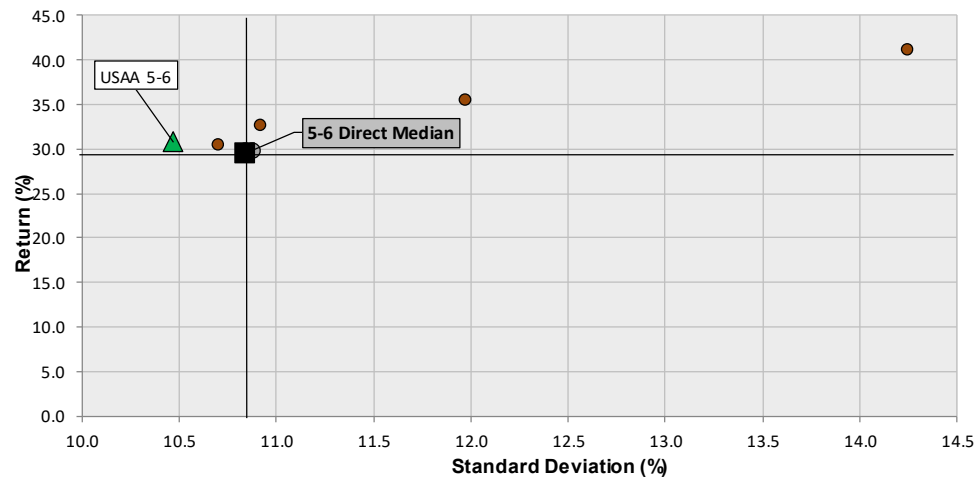
Age-Based Risk/Return Analysis

Direct-Sold Programs



Age 0-4

1-year (as of June 30, 2021)

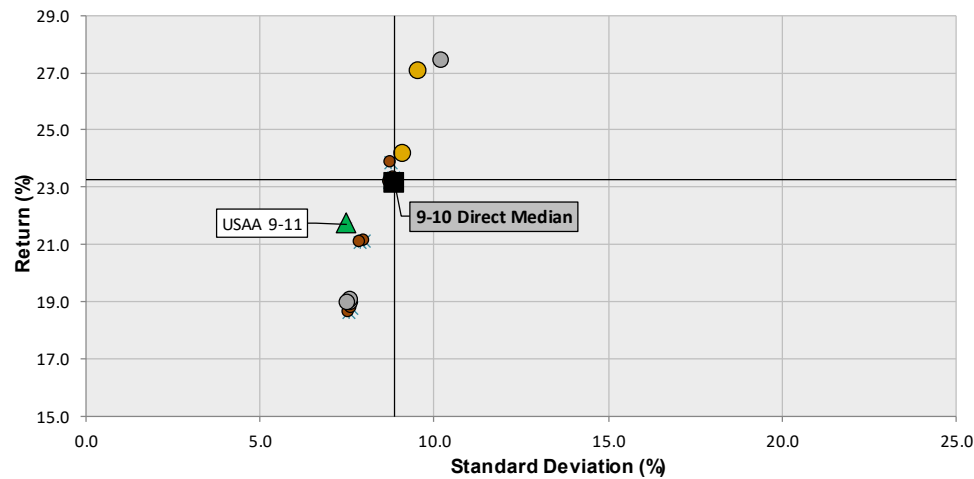
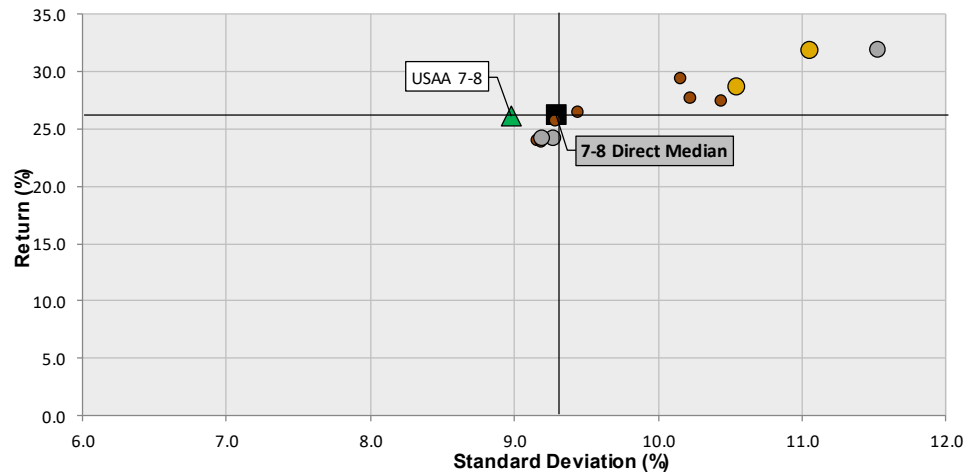


Age 5-6

1-year (as of June 30, 2021)

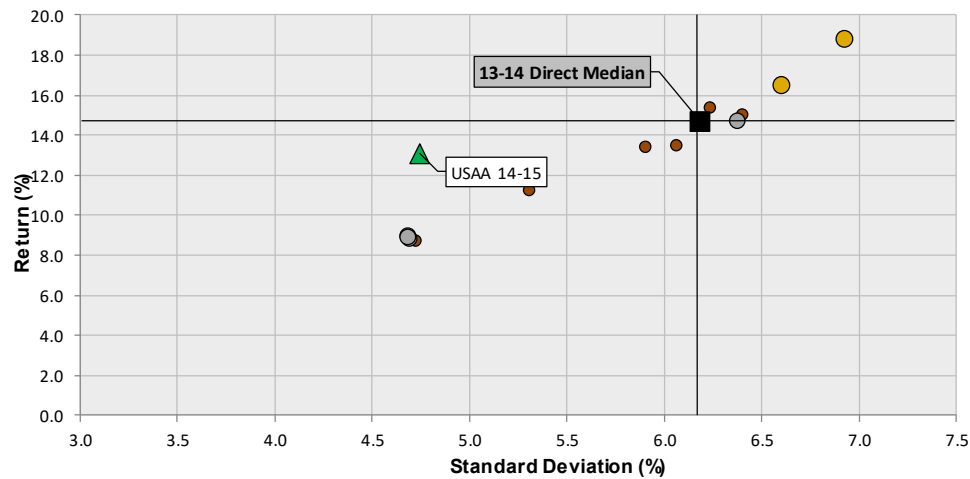
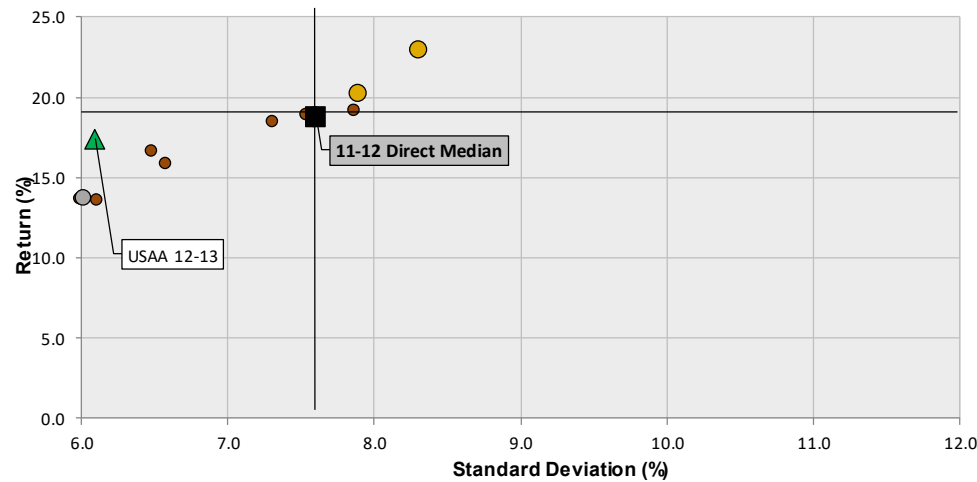
Source: MorningStar

Direct-Sold Programs



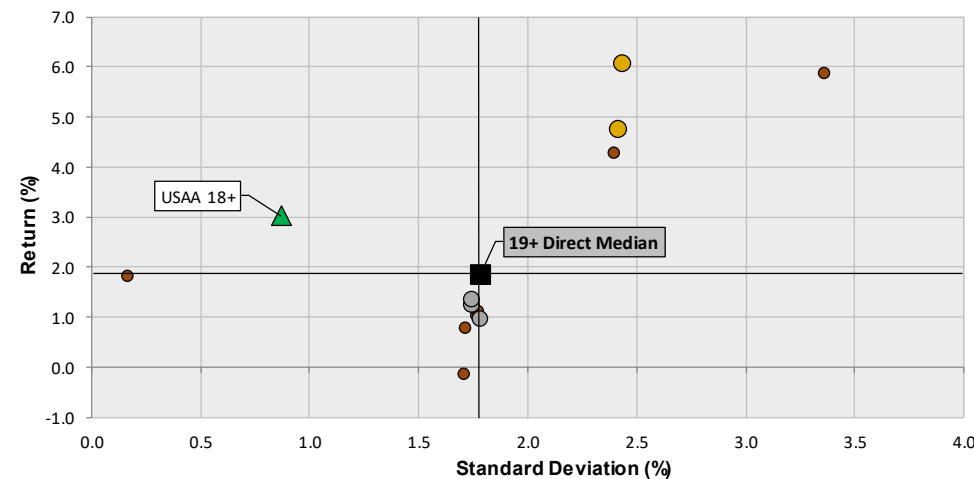
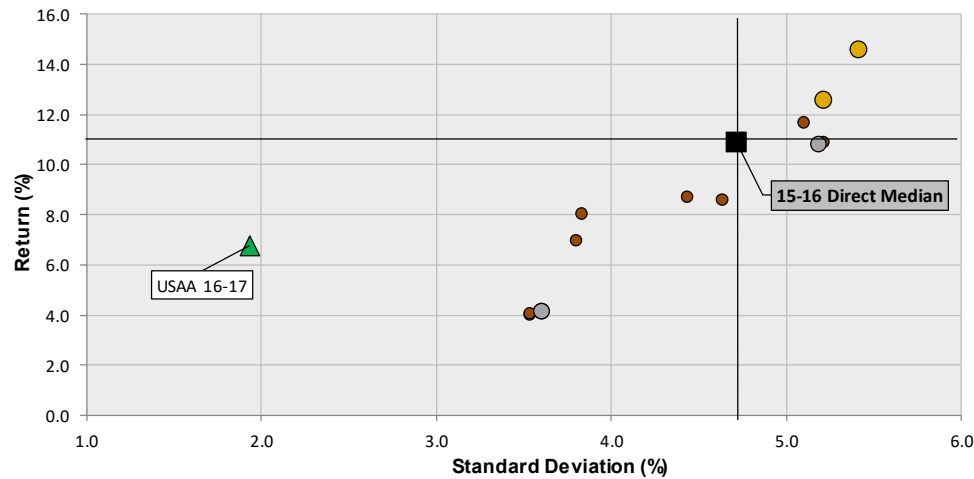
Source: MorningStar

Direct-Sold Programs



Source: MorningStar

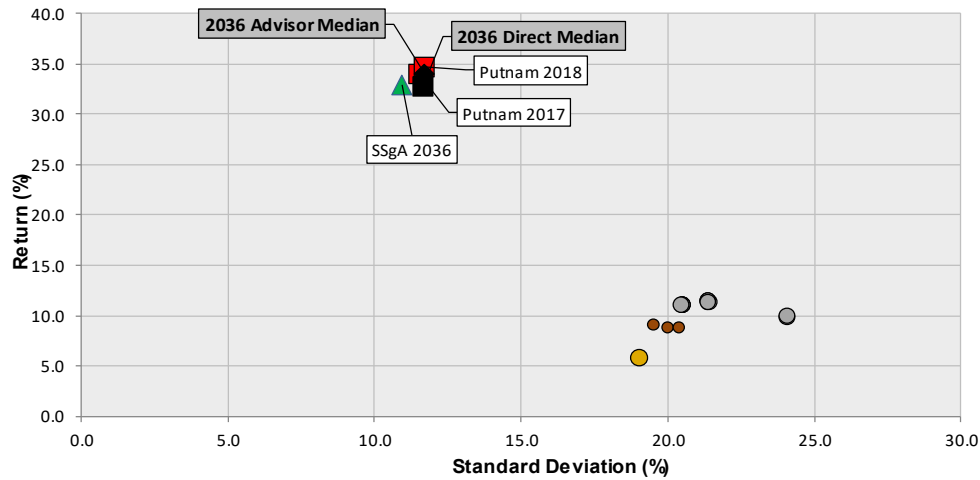
Direct-Sold Programs



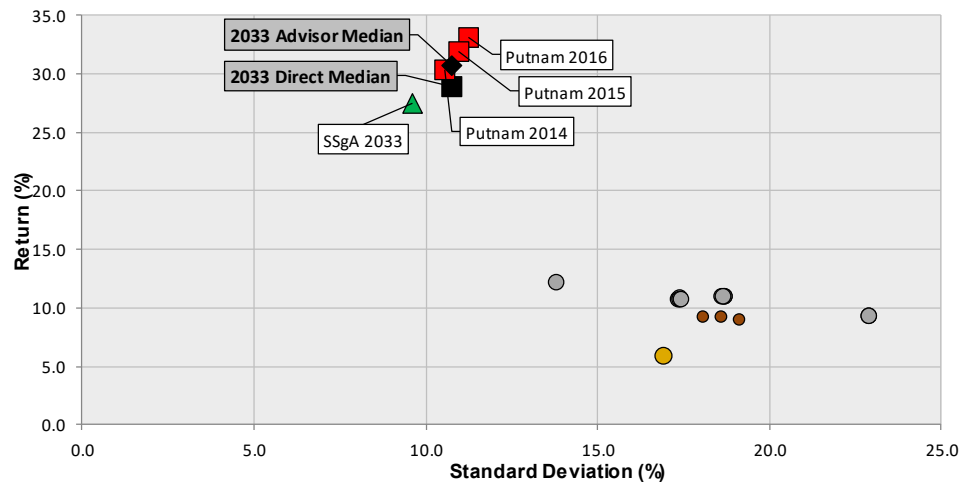
Source: MorningStar

Enrollment Date Risk/Return Analysis

Direct & Advisor-Sold Programs



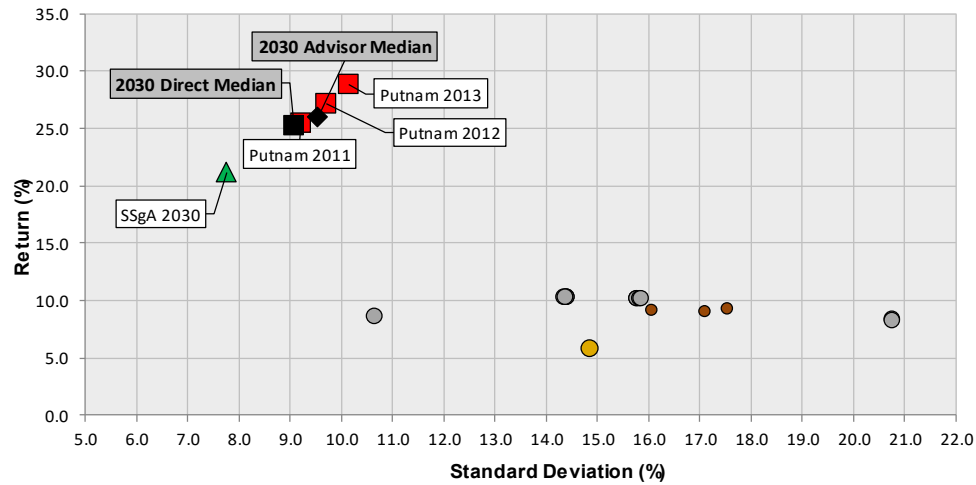
Year 2036
1-year (as of June 30, 2021)



Year 2033
1-year (as of June 30, 2021)

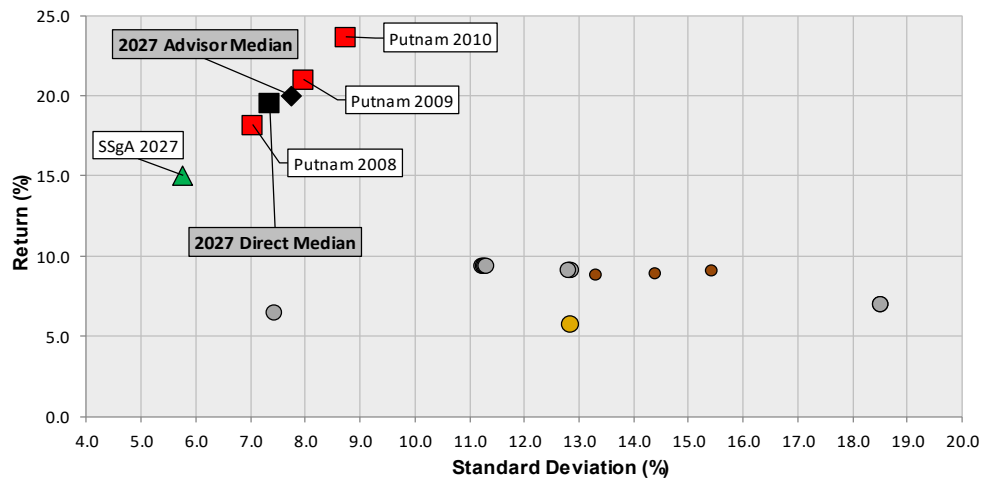
Source: MorningStar

Direct & Advisor-Sold Programs



Year 2030

1-year (as of June 30, 2021)

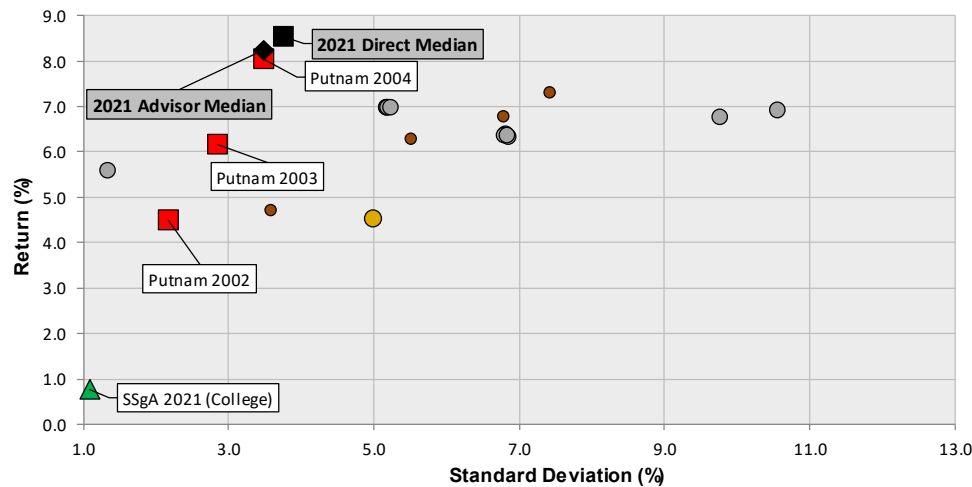
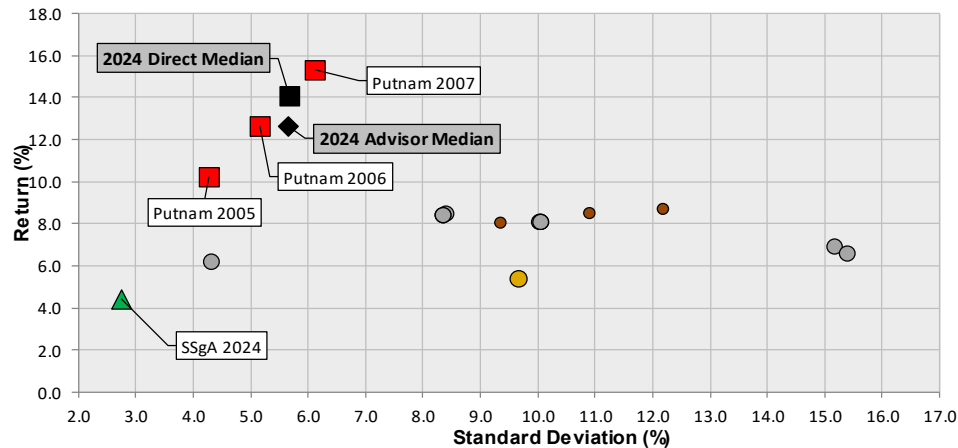


Year 2027

1-year (as of June 30, 2021)

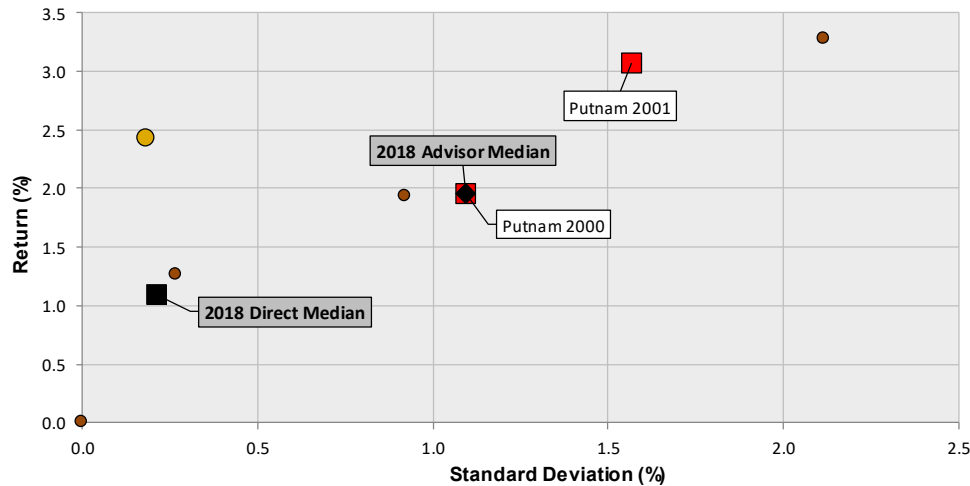
Source: MorningStar

Direct & Advisor-Sold Programs

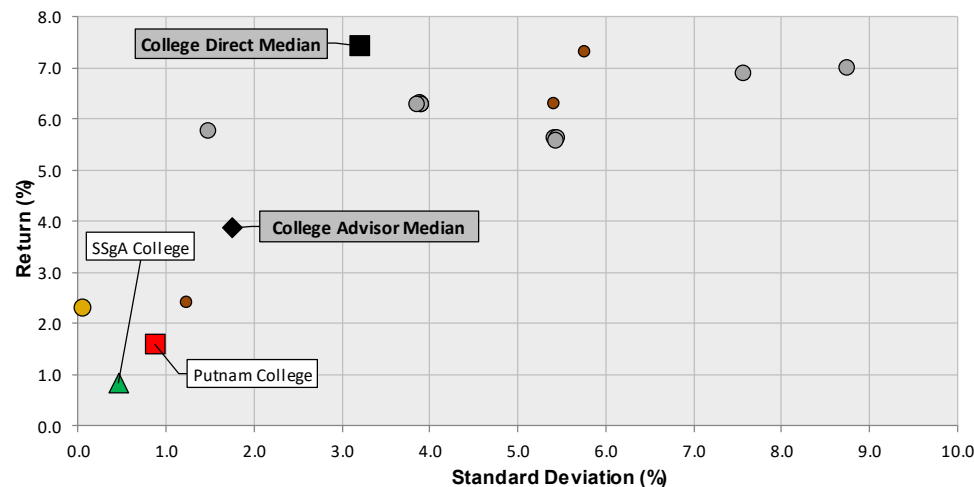


Source: MorningStar

Direct & Advisor-Sold Programs



Year 2018
1-year (as of June 30, 2021)



College
1-year (as of June 30, 2021)

Source: MorningStar

WE HAVE PREPARED THIS REPORT (THIS "REPORT") FOR THE SOLE BENEFIT OF THE INTENDED RECIPIENT (THE "RECIPIENT").

SIGNIFICANT EVENTS MAY OCCUR (OR HAVE OCCURRED) AFTER THE DATE OF THIS REPORT AND THAT IT IS NOT OUR FUNCTION OR RESPONSIBILITY TO UPDATE THIS REPORT. ANY OPINIONS OR RECOMMENDATIONS PRESENTED HEREIN REPRESENT OUR GOOD FAITH VIEWS AS OF THE DATE OF THIS REPORT AND ARE SUBJECT TO CHANGE AT ANY TIME. ALL INVESTMENTS INVOLVE RISK. THERE CAN BE NO GUARANTEE THAT THE STRATEGIES, TACTICS, AND METHODS DISCUSSED HERE WILL BE SUCCESSFUL.

INFORMATION USED TO PREPARE THIS REPORT WAS OBTAINED FROM INVESTMENT MANAGERS, CUSTODIANS, AND OTHER EXTERNAL SOURCES. WHILE WE HAVE EXERCISED REASONABLE CARE IN PREPARING THIS REPORT, WE CANNOT GUARANTEE THE ACCURACY OF ALL SOURCE INFORMATION CONTAINED HEREIN.

CERTAIN INFORMATION CONTAINED IN THIS REPORT MAY CONSTITUTE "FORWARD - LOOKING STATEMENTS," WHICH CAN BE IDENTIFIED BY THE USE OF TERMINOLOGY SUCH AS "MAY," "WILL," "SHOULD," "EXPECT," "AIM," "ANTICIPATE," "TARGET," "PROJECT," "ESTIMATE," "INTEND," "CONTINUE" OR "BELIEVE," OR THE NEGATIVES THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY. ANY FORWARD - LOOKING STATEMENTS, FORECASTS, PROJECTIONS, VALUATIONS, OR RESULTS IN THIS PRESENTATION ARE BASED UPON CURRENT ASSUMPTIONS. CHANGES TO ANY ASSUMPTIONS MAY HAVE A MATERIAL IMPACT ON FORWARD LOOKING STATEMENTS, FORECASTS, PROJECTIONS, VALUATIONS, OR RESULTS. ACTUAL RESULTS MAY THEREFORE BE MATERIALLY DIFFERENT FROM ANY FORECASTS, PROJECTIONS, VALUATIONS, OR RESULTS IN THIS PRESENTATION.

PERFORMANCE DATA CONTAINED HEREIN REPRESENT PAST PERFORMANCE. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.

THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 9 September 23, 2021

Item: Nevada Prepaid Tuition 2022 contract prices, open enrollment dates, and fee schedule

Summary:

Under NAC 353B.200 the Board shall establish future contract prices, program open enrollment dates and certain program fees annually.

Therefore, staff is recommending Board review and approval of the following items:

- a. Contract Pricing – Request approval of the attached 2022 contract prices.
- b. Open Enrollment – Staff is proposing open enrollment dates for 2022 to be November 1, 2021, through April 15, 2022. These dates are consistent with the program open enrollment dates observed in the past.
- c. Program Fees – Staff is not recommending any changes to existing program fees with the exception of recommending an incentive program which begins November 1, 2021, and ends December 21, 2021, which will waive the \$100 enrollment fee for all enrollments during this time. We will cap the incentive at 500 applicants for a total cost to the trust fund not to exceed \$50,000.

Fiscal Impact: up to a maximum of \$50,000 to be absorbed by the Higher Education Trust Fund.

Recommendation:

To accept and approve the proposed Nevada Prepaid Tuition 2022 contract prices, open enrollment dates, and fee schedule, including waiving the \$100 enrollment fee for all applicants during November 1, 2021, through December 31, 2021, for an amount not to exceed \$50,000 or 500 applicants.

Nevada Prepaid Tuition Program 2022 Fee Chart

<u>Enrollment Fee</u>	\$100
Fee charged for application processing and administration of contracts	
<u>Dishonored Payment Fee</u>	\$25
Payments returned by a financial institution unpaid	
<u>Late Payment for Monthly Contract Payments</u>	\$15
Assessed on monthly payments not received within the 15 day grace period	
<u>Delinquency Fee Rate</u>	6.25%
Assessed on any unpaid delinquent balance over 90 days	
<u>Late Payment Fee - Lump Sum Purchase</u>	\$15 the first month
Additional 1% of balance including outstanding fees for each additional 30 day period	
<u>Termination Fee</u>	\$100
Fee charged for cancellation of a contract (involuntary and voluntary)	
<u>Fraud Penalty</u>	\$250
Penalty for submitting fraudulent information on an Open Enrollment Form	
<u>Payment Option Change Fee</u>	\$20
Fee charged for change in payment option (i.e., monthly to extended monthly, etc.)	
<u>Change of Tuition Plan Fee</u>	\$20
Fee charged for changing the type of Prepaid Tuition plan originally purchased.	
<u>Change of Purchaser Fee</u>	\$20
Fee charged to change the Purchaser on a Prepaid Tuition contract (waived due to death)	
<u>Change of Beneficiary Fee</u>	\$20
Fee charged for a transfer of benefits to another qualified beneficiary (waived if requested change is due to beneficiary death, disability or receipt of full scholarship)	
<u>Document Replacement Fee</u>	\$7
Fee charged for Coupon Book, Welcome Pack, or Student Handbook replacement	
<u>Private/Out-of-State School Processing Fee</u>	\$25
Fee charged to establish third-party billing at an institution for a qualified beneficiary to a private and/or out-of-state school	
<u>Interest on Refund</u>	0%
<u>Interest on Monthly Payment Option</u>	6.25%
Rate of interest charged to contracts purchased in 2021 enrollment, paid in monthly installments	
<u>Early Pay-Off Discount</u>	6.25%
Rate of discount given when paying off the balance of a Prepaid Tuition monthly installment contract with a lump sum payment	

Nevada Prepaid Tuition Program

Pricing Report for 2022 Open Enrollment Year





August 31, 2021

Board of Trustees of the
College Savings Plans of Nevada
Office of the State Treasurer
101 N. Carson Street, Suite 4
Carson City, Nevada 89701

Attention: Ms. Tara R. Hagan, Chief Deputy Treasurer

Re: Nevada Prepaid Tuition Program Pricing Report for the 2022 Open Enrollment Year

Dear Trustees:

Gabriel, Roeder, Smith & Company ("GRS") has performed the pricing for the Nevada Prepaid Tuition Program ("the Program") for fiscal year 2022. The purpose of this report is to set the Program's pricing for future contracts for the 2022 open enrollment year.

This report presents:

- A calculation of the future pricing for new contracts in the Nevada Prepaid Tuition Program during the 2022 open enrollment year.

This report was prepared at the request of the Nevada State Treasurer's Staff and is intended for use by the Program's Board. This report may be provided to parties other than the Program's Board of Trustees only in its entirety. This report should not be relied on for any purpose other than the purpose described above. GRS is not responsible for unauthorized use of this report.

The pricing results set forth in this report are based upon data and other information furnished by the Program, concerning plan benefits, the Board's funding policy, and current tuition and enrollment information of Nevada Colleges and Universities. We checked for internal reasonability and year-to-year consistency, but did not audit the data. We are not responsible for the accuracy or completeness of the information provided by the Program.

There are currently no Actuarial Standards of Practice that specifically refer to prepaid tuition plans. We have followed the guidance from the Actuarial Standards of Practice on pensions due to its similar nature.

The major actuarial assumptions used in this analysis were adopted by and are the responsibility of the Program and the Program's Board. GRS performed a detailed experience study covering the Program's non-economic experience from July 1, 2012 through June 30, 2017. Updated assumptions were adopted by the Board in conjunction with the study. Economic assumptions are reviewed annually. The latest review is contained in our letter dated July 16, 2021. We understand the Program has adopted the proposed assumptions from that letter for use in the 2022 open enrollment pricing and June 30, 2021 actuarial valuation report. We believe these assumptions are within a reasonable range and are in compliance with actuarial standards regarding pension calculations.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: Program experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; and changes in Program provisions or applicable law.

We believe that the actuarial methods used in this report are reasonable and appropriate for the purpose for which they have been used. In addition, because it is not possible or practical to consider every possible contingency, we may use summary information, estimates or simplifications of calculations to facilitate the modeling of future events. We may also exclude factors or data that are deemed to be immaterial.

This report was prepared using our proprietary valuation model and related software which in our professional judgment has the capability to provide results that are consistent with the purposes of the valuation and has no material limitations or known weaknesses. We performed tests to ensure that the model reasonably represents that which is intended to be modeled.

This report is not a recommendation to anyone to participate in the Nevada Prepaid Tuition Program. GRS makes no representations or warranties to any person participating in or considering participation in the Program.

To the best of our knowledge, the information contained in this report is accurate and fairly presents the actuarial pricing of the Nevada Prepaid Tuition Program contracts for the 2022 open enrollment year based on the Board's funding policy and administrative rules.

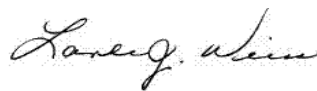
James R. Sparks and Lance J. Weiss are Members of the American Academy of Actuaries (MAAA) and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinions contained herein.

The signing individuals are independent of the program sponsor.

Respectfully submitted,



James R. Sparks, ASA, MAAA



Lance J. Weiss, EA, MAAA, FCA



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SECTION A

PRICING

2022 Open Enrollment Year Four-Year University Plan

2021/2022 Tuition per credit hour \$ 249.00										
2021/2022 Tuition for 30 credit hours \$ 7,470.00										
Investment Return Assumption 5.00%										
Explicit Margin 0.00%										
Average Total Margin 2.65%										
4-Year Purchase Costs										
Year	Tuition Increase	Projected Tuition per Credit Hour	Spot-Rate Interest Rates^	Discounted Tuition*	Grade/Age at Purchase	Raw Cost for 120 Credit Hours				
						2021/2022 Proposed Price	Estimated Margin	2020/2021 Price	Year to Year Increase	
0		\$ 249.00								
1	2.80%	255.97								
2	2.50%	262.37								
3	1.90%	267.36								
4	4.00%	278.05	5.00%	\$ 224.16						
5	4.00%	289.17	5.00%	222.03						
6	4.00%	300.74	5.00%	219.91						
7	4.00%	312.77	5.00%	217.82						
8	4.00%	325.28	5.00%	215.74	9th Grade	\$ 26,355	\$ 26,355	0.00%	\$ 25,587	3.0%
9	4.00%	338.29	5.00%	213.69	8th Grade	26,104	26,104	0.00%	25,526	2.3%
10	4.00%	351.82	5.00%	211.65	7th Grade	25,855	25,855	0.00%	25,465	1.5%
11	4.00%	365.90	5.00%	209.64	6th Grade	25,609	25,609	0.00%	25,405	0.8%
12	4.00%	380.53	5.00%	207.64	5th Grade	25,365	25,365	0.00%	25,344	0.1%
13	4.00%	395.75	5.00%	205.66	4th Grade	25,123	25,284	0.64%	25,284	0.0%
14	4.00%	411.58	5.00%	203.70	3rd Grade	24,884	25,224	1.37%	25,224	0.0%
15	4.00%	428.05	5.00%	201.76	2nd Grade	24,647	25,164	2.10%	25,164	0.0%
16	4.00%	445.17	5.00%	199.84	1st Grade	24,412	25,104	2.83%	25,104	0.0%
17	4.00%	462.97	5.00%	197.94	Kindergarten	24,180	25,044	3.57%	25,044	0.0%
18	4.00%	481.49	5.00%	196.05	Age 4	23,950	24,984	4.32%	24,984	0.0%
19	4.00%	500.75	5.00%	194.19	Age 3	23,722	24,925	5.07%	24,925	0.0%
20	4.00%	520.78	5.00%	192.34	Age 2	23,496	24,865	5.83%	24,865	0.0%
21	4.00%	541.61	5.00%	190.51	Age 1	23,272	24,806	6.59%	24,806	0.0%
22	4.00%	563.28	5.00%	188.69	Newborn	23,050	24,747	7.36%	24,747	0.0%
23	4.00%	585.81	5.00%	186.89						

* Discounting assumes half the tuition is payable 2.5 months after the valuation date and half is payable 7.5 months after the valuation date.

^ If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit margin is created.

Pricing includes utilization of credits assumption.

The 2020/2021 Price is a floor for the 2021/2022 Proposed Price.



2022 Open Enrollment Year Two-Year University Plan

2021/2022 Tuition per credit hour		\$ 249.00									
2021/2022 Tuition for 30 credit hours		\$ 7,470.00									
Investment Return Assumption		5.00%									
Explicit Margin		0.00%									
Average Total Margin		2.45%									
2-Year Purchase Costs											
		Projected	Spot-Rate			Raw Cost					
		Tuition per	Interest	Discounted	Grade/Age	for 60	2021/2022			Year to	
	Tuition	Credit	Rates^	Tuition*	at Purchase	Credit	Proposed	Estimated	2020/2021	Year	
Year	Increase	Hour				Hours	Price	Margin	Price	Increase	
0		\$ 249.00									
1	2.80%	255.97									
2	2.50%	262.37									
3	1.90%	267.36									
4	4.00%	278.05	5.00%	\$ 224.16							
5	4.00%	289.17	5.00%	222.03							
6	4.00%	300.74	5.00%	219.91							
7	4.00%	312.77	5.00%	217.82							
8	4.00%	325.28	5.00%	215.74	9th Grade	\$ 13,228	\$ 13,228	0.00%	\$ 12,806	3.3%	
9	4.00%	338.29	5.00%	213.69	8th Grade	13,102	13,102	0.00%	12,775	2.6%	
10	4.00%	351.82	5.00%	211.65	7th Grade	12,977	12,977	0.00%	12,745	1.8%	
11	4.00%	365.90	5.00%	209.64	6th Grade	12,853	12,853	0.00%	12,714	1.1%	
12	4.00%	380.53	5.00%	207.64	5th Grade	12,731	12,731	0.00%	12,684	0.4%	
13	4.00%	395.75	5.00%	205.66	4th Grade	12,610	12,654	0.35%	12,654	0.0%	
14	4.00%	411.58	5.00%	203.70	3rd Grade	12,490	12,624	1.07%	12,624	0.0%	
15	4.00%	428.05	5.00%	201.76	2nd Grade	12,371	12,594	1.80%	12,594	0.0%	
16	4.00%	445.17	5.00%	199.84	1st Grade	12,253	12,564	2.54%	12,564	0.0%	
17	4.00%	462.97	5.00%	197.94	Kindergarten	12,136	12,534	3.28%	12,534	0.0%	
18	4.00%	481.49	5.00%	196.05	Age 4	12,021	12,504	4.02%	12,504	0.0%	
19	4.00%	500.75	5.00%	194.19	Age 3	11,906	12,474	4.77%	12,474	0.0%	
20	4.00%	520.78	5.00%	192.34	Age 2	11,793	12,445	5.53%	12,445	0.0%	
21	4.00%	541.61	5.00%	190.51	Age 1	11,680	12,415	6.29%	12,415	0.0%	
22	4.00%	563.28	5.00%	188.69	Newborn	11,569	12,385	7.05%	12,385	0.0%	
23	4.00%	585.81	5.00%	186.89							

* Discounting assumes half the tuition is payable 2.5 months after the valuation date and half is payable 7.5 months after the valuation date.

[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit margin is created.

Pricing includes utilization of credits assumption.

The 2020/2021 Price is a floor for the 2021/2022 Proposed Price.



2022 Open Enrollment Year One-Year University Plan

2021/2022 Tuition per credit hour		\$ 249.00								
2021/2022 Tuition for 30 credit hours		\$ 7,470.00								
Investment Return Assumption		5.00%								
Explicit Margin		0.00%								
Average Total Margin		1.66%								
Year	Tuition Increase	Projected Tuition per Credit Hour	Spot-Rate Interest Rates [^]	Discounted Tuition*	Grade/Age at Purchase	1-Year Purchase Costs				
						Raw Cost for 30 Credit Hours	2021/2022 Proposed Price	Estimated Margin	2020/2021 Price	Year to Year Increase
0		\$ 249.00								
1	2.80%	255.97								
2	2.50%	262.37								
3	1.90%	267.36								
4	4.00%	278.05	5.00%	\$ 224.16						
5	4.00%	289.17	5.00%	222.03						
6	4.00%	300.74	5.00%	219.91						
7	4.00%	312.77	5.00%	217.82						
8	4.00%	325.28	5.00%	215.74	9th Grade	\$ 6,725	\$ 6,725	0.00%	\$ 6,531	3.0%
9	4.00%	338.29	5.00%	213.69	8th Grade	6,661	6,661	0.00%	6,454	3.2%
10	4.00%	351.82	5.00%	211.65	7th Grade	6,597	6,597	0.00%	6,399	3.1%
11	4.00%	365.90	5.00%	209.64	6th Grade	6,535	6,535	0.00%	6,384	2.4%
12	4.00%	380.53	5.00%	207.64	5th Grade	6,472	6,472	0.00%	6,369	1.6%
13	4.00%	395.75	5.00%	205.66	4th Grade	6,411	6,411	0.00%	6,353	0.9%
14	4.00%	411.58	5.00%	203.70	3rd Grade	6,350	6,350	0.00%	6,338	0.2%
15	4.00%	428.05	5.00%	201.76	2nd Grade	6,289	6,323	0.54%	6,323	0.0%
16	4.00%	445.17	5.00%	199.84	1st Grade	6,229	6,308	1.27%	6,308	0.0%
17	4.00%	462.97	5.00%	197.94	Kindergarten	6,170	6,293	1.99%	6,293	0.0%
18	4.00%	481.49	5.00%	196.05	Age 4	6,111	6,278	2.73%	6,278	0.0%
19	4.00%	500.75	5.00%	194.19	Age 3	6,053	6,263	3.47%	6,263	0.0%
20	4.00%	520.78	5.00%	192.34	Age 2	5,995	6,248	4.22%	6,248	0.0%
21	4.00%	541.61	5.00%	190.51	Age 1	5,938	6,233	4.97%	6,233	0.0%
22	4.00%	563.28	5.00%	188.69	Newborn	5,882	6,219	5.73%	6,219	0.0%
23	4.00%	585.81	5.00%	186.89						

* Discounting assumes half the tuition is payable 2.5 months after the valuation date and half is payable 7.5 months after the valuation date.

[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit margin is created.

Pricing includes utilization of credits assumption.

The 2020/2021 Price is a floor for the 2021/2022 Proposed Price.



2022 Open Enrollment Year

Two-Year University and Two-Year Community College Plan

2021/2022 CC. Tuition per credit hour		\$	109.75												
2021/2022 Univ. Tuition per credit hours		\$	249.00												
Investment Return Assumption			5.00%												
Explicit Margin			0.00%												
Average Total Margin			2.34%												
Tuition Increase				4-Year Purchase Costs (2 Years University & 2 Years Community College)											
Year	2-Year CC.	4-Year Univ.	Projected CC Tuition per Credit Hour	Projected Univ. Tuition per Credit Hour	Spot-Rate Interest Rates [^]	Discounted CC Tuition*	Discounted Univ. Tuition*	Grade/Age at Purchase	Raw Cost for 120 Credit Hours	2021/2022 Proposed Price	Estimated Margin	2020/2021 Price	Year to Year Increase		
0			\$ 109.75	\$ 249.00											
1	2.80%	2.80%	112.82	255.97											
2	2.50%	2.50%	115.64	262.37											
3	1.90%	1.90%	117.84	267.36											
4	3.50%	4.00%	121.97	278.05	5.00%	\$ 98.33	\$ 224.16								
5	3.50%	4.00%	126.23	289.17	5.00%	96.92	222.03								
6	3.50%	4.00%	130.65	300.74	5.00%	95.54	219.91								
7	3.50%	4.00%	135.23	312.77	5.00%	94.17	217.82								
8	3.50%	4.00%	139.96	325.28	5.00%	92.83	215.74	9th Grade	\$ 18,797	\$ 18,797	0.00%	\$ 18,284	2.8%		
9	3.50%	4.00%	144.86	338.29	5.00%	91.50	213.69	8th Grade	18,591	18,591	0.00%	18,201	2.1%		
10	3.50%	4.00%	149.93	351.82	5.00%	90.19	211.65	7th Grade	18,386	18,386	0.00%	18,118	1.5%		
11	3.50%	4.00%	155.17	365.90	5.00%	88.91	209.64	6th Grade	18,184	18,184	0.00%	18,036	0.8%		
12	3.50%	4.00%	160.60	380.53	5.00%	87.64	207.64	5th Grade	17,984	17,984	0.00%	17,955	0.2%		
13	3.50%	4.00%	166.23	395.75	5.00%	86.38	205.66	4th Grade	17,787	17,874	0.49%	17,874	0.0%		
14	3.50%	4.00%	172.04	411.58	5.00%	85.15	203.70	3rd Grade	17,592	17,794	1.15%	17,794	0.0%		
15	3.50%	4.00%	178.07	428.05	5.00%	83.93	201.76	2nd Grade	17,399	17,714	1.81%	17,714	0.0%		
16	3.50%	4.00%	184.30	445.17	5.00%	82.73	199.84	1st Grade	17,208	17,635	2.48%	17,635	0.0%		
17	3.50%	4.00%	190.75	462.97	5.00%	81.55	197.94	Kindergarten	17,019	17,556	3.16%	17,556	0.0%		
18	3.50%	4.00%	197.42	481.49	5.00%	80.39	196.05	Age 4	16,833	17,478	3.83%	17,478	0.0%		
19	3.50%	4.00%	204.33	500.75	5.00%	79.24	194.19	Age 3	16,649	17,400	4.51%	17,400	0.0%		
20	3.50%	4.00%	211.49	520.78	5.00%	78.11	192.34	Age 2	16,466	17,323	5.20%	17,323	0.0%		
21	3.50%	4.00%	218.89	541.61	5.00%	76.99	190.51	Age 1	16,286	17,247	5.90%	17,247	0.0%		
22	3.50%	4.00%	226.55	563.28	5.00%	75.89	188.69	Newborn	16,108	17,171	6.60%	17,171	0.0%		
23	3.50%	4.00%	234.48	585.81	5.00%	74.81	186.89								

* Discounting assumes half the tuition is payable 2.5 months after the valuation date and half is payable 7.5 months after the valuation date.

[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit margin is created.

Pricing includes utilization of credits assumption.

The 2020/2021 Price is a floor for the 2021/2022 Proposed Price.



2022 Open Enrollment Year Two-Year Community College Plan

2021/2022 Tuition per credit hour		\$ 109.75								
2021/2022 Tuition for 30 credit hours		\$ 3,292.50								
Investment Return Assumption		5.00%								
Explicit Margin		0.00%								
Average Total Margin		0.40%								
				2-Year Purchase Costs						
		Projected	Spot-Rate	Raw Cost						
		Tuition per		for 60	2021/2022				Year to	
Year	Tuition Increase	Credit Hour	Interest Rates^	Discounted Tuition*	Grade/Age at Purchase	Credit Hours	Proposed Price	Estimated Margin	2020/2021 Price	Year Increase
0		\$ 109.75								
1	2.80%	112.82								
2	2.50%	115.64								
3	1.90%	117.84								
4	3.50%	121.97	5.00%	\$ 98.33						
5	3.50%	126.23	5.00%	96.92						
6	3.50%	130.65	5.00%	95.54						
7	3.50%	135.23	5.00%	94.17						
8	3.50%	139.96	5.00%	92.83	9th Grade	\$ 5,755	\$ 5,755	0.00%	\$ 5,565	3.4%
9	3.50%	144.86	5.00%	91.50	8th Grade	5,672	5,672	0.00%	5,473	3.6%
10	3.50%	149.93	5.00%	90.19	7th Grade	5,591	5,591	0.00%	5,392	3.7%
11	3.50%	155.17	5.00%	88.91	6th Grade	5,511	5,511	0.00%	5,340	3.2%
12	3.50%	160.60	5.00%	87.64	5th Grade	5,433	5,433	0.00%	5,290	2.7%
13	3.50%	166.23	5.00%	86.38	4th Grade	5,355	5,355	0.00%	5,239	2.2%
14	3.50%	172.04	5.00%	85.15	3rd Grade	5,279	5,279	0.00%	5,189	1.7%
15	3.50%	178.07	5.00%	83.93	2nd Grade	5,203	5,203	0.00%	5,140	1.2%
16	3.50%	184.30	5.00%	82.73	1st Grade	5,129	5,129	0.00%	5,091	0.7%
17	3.50%	190.75	5.00%	81.55	Kindergarten	5,056	5,056	0.00%	5,042	0.3%
18	3.50%	197.42	5.00%	80.39	Age 4	4,983	4,994	0.22%	4,994	0.0%
19	3.50%	204.33	5.00%	79.24	Age 3	4,912	4,947	0.71%	4,947	0.0%
20	3.50%	211.49	5.00%	78.11	Age 2	4,842	4,900	1.20%	4,900	0.0%
21	3.50%	218.89	5.00%	76.99	Age 1	4,773	4,853	1.68%	4,853	0.0%
22	3.50%	226.55	5.00%	75.89	Newborn	4,705	4,807	2.17%	4,807	0.0%
23	3.50%	234.48	5.00%	74.81						

* Discounting assumes half the tuition is payable 2.5 months after the valuation date and half is payable 7.5 months after the valuation date.

[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit margin is created.

Pricing includes utilization of credits assumption.

The 2020/2021 Price is a floor for the 2021/2022 Proposed Price.

SECTION B

PROGRAM DESCRIPTION

Nevada Prepaid Tuition Program

Summary of Program Description Evaluated June 30, 2021

Purchasing Contracts – Contract holders may purchase contracts during an enrollment period for newborns to 9th graders. These contracts lock in the cost of tuition for the contract holder at the time of purchase. The holder may choose between a variety of school types and credit hours. Contracts available for purchase include the following:

- **University Plans**
 - 4-Year University (120 University Level Credit Hours)
 - 2-Year University (60 University Level Credit Hours)
 - 1-Year University (30 University Level Credit Hours)
- **Community College Plan**
 - 2-Year Community College (60 Community College Credit Hours)
- **University and Community College Plan**
 - 2-Year Community College and 2-Year University (60 Community College and 60 University Credit Hours)

Contract Payments – Contract holders may agree to pay their contracts off in a variety of ways:

- **Lump-Sum Payment** (Full Contract paid in full at time of enrollment to the Program)
- **10-Year Payments*** (120 monthly payments after purchase of contract)
- **5-Year Payments*** (60 monthly payments after purchase of contract)
- **Extended Payments*** (Monthly payments after purchase of contract for defined period up to and including the year of high school matriculation)

**Members may also elect monthly payment options with an additional down payment made at the time of enrollment to the Program.*

Tuition Payments – When the beneficiary matriculates, the portion of tuition covered by the Program will be dependent on the school they attend and the plan they purchased. The program will pay the tuition (also known as registration fees) for all public Universities or Community Colleges in the state. If the beneficiary elects to attend a private or out-of-state University or Community College, the Program will pay out up to the maximum amount that it would have paid to a Nevada school under the matching contract that was purchased. If a beneficiary graduates with remaining credits, those credits can be used for graduate school.

Refunds – If a contract purchaser elects to withdraw from the plan, the amount refunded will be equal to the total amount the purchaser has paid into the plan less any fees and/or monies paid to a school on the student's behalf.

Usage Period – Contracts have a 6-year period from the expected matriculation date to utilize credits. Contract extensions are allowed for religious, volunteer or military service.

This is a summary of the contract provisions as they pertain to this pricing report. The actual terms of the contracts will apply to policy holders.



SECTION C

PRICING ASSUMPTIONS

Nevada Prepaid Tuition Program

June 30, 2021 Pricing Assumptions (2022 Open Enrollment Year)

Economic Assumptions

Price Inflation (Implicit Assumption): 2.00%

Assumed Rate of Investment Return, Net of Investment Fees: 5.00%

Interest Rate for Payment Plans: 6.25%

Assumed Rate of Tuition Increases:

- Short-Term

	2022/23	2023/24	2024/25*
University Level	2.80%	2.50%	1.90%
Community College Level	2.80%	2.50%	1.90%

- Long-Term (2025/26 & thereafter)

4.00% (University Level)
3.50% (Community College Level)

* Based upon the 2020 Update of the Commonfund Higher Education Price Index.

The actual tuition rates for 2020/21 through 2023/24 are shown below and are an approximate increase of 2.80%, 2.80% and 2.50% for the 3-year period respectively. Dollar amounts below are based on the hourly tuition data provided multiplied by 30 credit hours.

	2020/21	2021/22	2022/23	2023/24
University Level	\$7,267.50	\$7,470.00	\$7,680.00	\$7,875.00
Community College Level	\$3,202.50	\$3,292.50	\$3,382.50	\$3,465.00

Matriculation/Credit Utilization

Utilization of Credits*: Benefit payments are based on the following schedule in accordance with the type of Contract and the expected Payout Year.

Type of Contract	First Year	Second Year	Third Year	Fourth Year	Fifth Year	Sixth Year
4-Year University Contracts (post-2010)	20%	20%	20%	15%	15%	10%
2-Year CC plus 2-Year Univ Contracts (post-2010)	18%	18%	18%	18%	14%	14%
2-Year University Contracts	25%	25%	20%	15%	10%	5%
2-Year Community College Contracts	30%	25%	15%	10%	10%	10%
1-Year University Contracts	100%					

* Pricing is modeled assuming two payments per year (one in mid-September, one in mid-February).



Nevada Prepaid Tuition Program

June 30, 2021 Pricing Assumptions (2022 Open Enrollment Year)

Refund Rates

For pricing, it is assumed 100% of beneficiaries will matriculate in their expected matriculation year and will utilize 100% of their purchased credits.

Other Assumptions

Election of Program Changes:	None.
Election of Change of Beneficiary:	None.
Contract Terms:	No changes in contract terms are assumed, once initiated.
Timing of Tuition Payments:	Two payments per year (one in the fall, one in the winter) for beneficiaries who have matriculated.

Pricing Methodology

Based on the current tuition rate increased to assumed year of payment (using tuition increase assumption) and discounted to payment date based on the net investment return assumption. Prior year pricing is used as a floor for current year pricing.

Implicit Risk Premium

An implicit risk premium is created by using discount rates from a yield curve with spot rates that are on average lower than the assumed rate of investment return. Based on the most recent valuation results and funding guidelines, no implicit risk premium was included in this year's pricing with exception to any additional premium which occurred as a result of the prior year pricing floor.

Explicit Risk Premium

An explicit risk premium is created when pricing is increased by a specific percentage for risk. Based on the most recent valuation results and funding guidelines, no explicit risk premium was included in this year's pricing.

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 10
September 23, 2021

**Item: Nevada Prepaid Tuition 2022 Master Agreement
amendments.**

Summary:

NRS 353B.100 requires the Board to establish a prepaid tuition contract in accordance with the Nevada Revised Statutes. This document referred to as the "Master Agreement," delineates the rules and policies for the Nevada Prepaid Tuition Plan ("Plan"), which is adopted by the Board and meets the federal 529 requirements for disclosure of the program.

Fiscal Impact: Approximately \$500 for printing costs.

Recommendation:

To accept and approve the 2022 Nevada Prepaid Tuition Master Agreement and direct the Treasurer's Office to administer all contracts within the provisions set forth in this Master Agreement.

Zach Conine
State Treasurer



STATE OF NEVADA
OFFICE OF THE STATE TREASURER

October 1, 2021

Nevada Prepaid Tuition
Tomorrow's Tuition at Today's Rates

Dear Nevada Families:

Since its creation in 1997, the Nevada Prepaid Tuition Program has helped over ~~22,230~~22,740 families affordably prepare their children for higher education by offering future in-state tuition at current prices and providing various payment plans to meet their unique needs. Plans may also be used to offset tuition costs at eligible out-of-state schools. The Program offers a variety of plan levels, from community college to university, or a combination of both.

~~This year's COVID-19 Pandemic has highlighted just how important it is to save, and to save early.~~ The Nevada Prepaid Tuition Program offers families the opportunity to plan ahead for higher education expenses and affords peace of mind that a child's future education is taken care of ~~despite unforeseen financial setbacks.~~

Research by the U.S. Bureau of Labor Statistics shows that individuals with a higher education have more opportunities and higher earnings throughout their lifetimes than those who do not. In fact, the estimated annual earning increases for a person with a 2- or 4-year degree versus one with a high school diploma are \$3,744 and \$24,336, respectively. Additionally, some level of post-secondary education is increasingly important here in Nevada, with an estimated 60% of all jobs requiring higher education by 2025. Families can help prepare their children for lifelong opportunity and Nevada's future job market by planning ahead for higher education costs.

The Nevada Prepaid Tuition Program allows students to lock-in the price of in-state tuition early by utilizing the long-term value of a dollar for use at in-state or out-of-state schools. The chart below shows the price of a Prepaid Tuition Contract purchased in 2001 for a newborn. The chart also shows the price a family would pay for the same tuition under current prices.

Plan type	2001 Cost Lump Sum	2001 Cost 5-year plan	2021-2022 Nevada in- state cost of tuition
4-year University (120 credits)	\$7,460	\$8,490	\$29,880 70
2-year Community College (60 credits)	\$2,338	\$2,880	\$6,585 405

Nevada Prepaid Tuition plans are available for purchase during the Program's annual open enrollment period, which runs from November 1, 2021 to April 15, 2022. To enroll or to learn more about the Nevada Prepaid Tuition Program, please visit our website at: www.NVPrepaid.gov or call the Program directly at: 702-486-2025.

The State Treasurer's Office is here help with services and programs designed to assist families in navigating the complexities of planning and financing a higher education. Please don't hesitate to reach out to our College Savings Division for assistance: CollegeSavings@Nevadatreasurer.gov.

Sincerely,

Zach Conine
Nevada State Treasurer

CARSON CITY OFFICE
101 N. Carson Street, Suite 4
Carson City, Nevada 89701-4786
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STATE TREASURER PROGRAMS
Millennium Scholarship Program
Nevada Prepaid Tuition Program
Unclaimed Property
Upromise College Fund 529 Plan

LAS VEGAS OFFICE
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Introduction¹

The Nevada Prepaid Tuition Program (“Program”) allows you to purchase tomorrow’s in-state college tuition at today’s rates. Contracts available through the Program allow for the purchase of community college and university level credit hours at any eligible higher education institution for use when the Beneficiary is ready to attend college. Program earnings are currently free from federal taxes if the educational benefits are used to pay for the cost of future college credit hours.

The Program offers flexibility and portability, providing a variety of plan choices and payment options, including monthly payments made until the date the Beneficiary graduates from high school. The Contract can be used to pay tuition benefits at both in-state and out-of-state eligible public or private colleges and universities. The Program will pay the in-state credit hour rate at two and/or four-year public colleges and universities located in Nevada. If a child uses their benefits out of state, and/or at a private institution of higher education, the maximum paid is the ‘then current’ in-state credit hour rate published within the Nevada System of Higher Education Institution.

The Program is offered pursuant to Nevada Revised Statutes (NRS) 353B and the Nevada Administrative Code (NAC) 353B. Internal Revenue Code Section 529 authorizes states and state agencies to establish and maintain tax-advantaged qualified tuition programs intended to assist individuals and families in paying for qualified higher education expenses. The Nevada Prepaid Tuition Program, administered by the Board of Trustees of the College Savings Plans of Nevada through the State of Nevada Treasurer’s Office, is a qualified 529 plan. Funds are deposited and managed in the Nevada Higher Education Tuition Trust Fund. To learn more about Nevada’s Prepaid Tuition Program, visit the website at www.NVPrepaid.gov.

The Program is compatible with the Governor Guinn Millennium Scholarship Program and other 529 college savings plans. While the Nevada Prepaid Tuition Contract pays the basic costs of tuition through credit hour disbursements, the Millennium Scholarship and additional 529 college savings plan accounts may supplement the Prepaid Tuition Program to provide additional funds towards qualified higher education expenses such as college fees, books, certain room and board costs, and equipment (for example, computers/software/etc.) required for attendance.

You may invest in the Program as long as either the purchaser or the student (Beneficiary) is a Nevada resident, OR the purchaser graduated from a Nevada public college or university regardless of where he/she or the beneficiary currently live.

¹ Defined terms in this Program Description have the meanings attributed to them in the Master Agreement.

Contracts and Pricing: 2022 Enrollment

Now in its 23rd year of operation, the Nevada Prepaid Tuition Program offers five different plans including three university plans, a community college plan, and a combination community college/university plan. Payment options include a one-time lump sum payment, a five-year monthly payment plan (sixty months), a ten-year monthly payment plan (120 months), and an extended monthly payment plan (monthly until high school graduation). Making a down payment of \$1,000 or more is also an option. The following tables provide the 2022 Enrollment Period Contract prices. Pricing varies by age of beneficiary, how you plan to pay, (all at once, or over time) and plan option (University or Community College). Decide which payment option fits your budget, then find the Beneficiary's age and/or grade on the left-hand side of the chart provided below. The columns list the prices based on the plan option you choose. If you enroll during the 2022 enrollment period, which ends April 30, 2022, your first payment will not be due until May 15, 2022.

2022 PLANS & RATES

PLANS:

2 Year Community College = 60 Community College Level Credit Hours

2 Year Community College + 2 Year University = 60 Community College Level + 60 University Level Credit Hours

1 Year University = 30 University Level Credit Hours

2 Year University = 60 University Level Credit Hours

4 Year University = 120 University Level Credit Hours

Lump Sum Payment Option - 1 Time Payment					
Age/ Grade	4 Year University	2 Year University	1 Year University	2 Year Community College	2 Year Community + 2 Year University
Newborn	\$24,747	\$12,385	\$6,219	\$4,807	\$17,171
Age 1	\$24,806	\$12,415	\$6,233	\$4,853	\$17,247
Age 2	\$24,865	\$12,445	\$6,248	\$4,900	\$17,323
Age 3	\$24,925	\$12,474	\$6,263	\$4,947	\$17,400
Age 4/5*	\$24,984	\$12,504	\$6,278	\$4,994	\$17,478
K	\$25,044	\$12,534	\$6,293	\$5,056	\$17,556
1st	\$25,104	\$12,564	\$6,308	\$5,129	\$17,635
2nd	\$25,164	\$12,594	\$6,323	\$5,203	\$17,714
3rd	\$25,224	\$12,624	\$6,350	\$5,279	\$17,794
4th	\$25,284	\$12,654	\$6,411	\$5,355	\$17,874
5th	\$25,365	\$12,731	\$6,472	\$5,433	\$17,984
6th	\$25,609	\$12,853	\$6,535	\$5,511	\$18,184
7th	\$25,855	\$12,977	\$6,597	\$5,591	\$18,386
8th	\$26,104	\$13,102	\$6,661	\$5,672	\$18,591
9th	\$26,355	\$13,228	\$6,725	\$5,755	\$18,797

*Five-year olds not yet in Kindergarten as of September 30, 2021, will follow the Age 4/5 pricing.

Extended Monthly Payment Option - Monthly Payments Until High School Graduation						
Age/ Grade	Number of Payments	4 Year University	2 Year University	1 Year University	2 Year Community College	2 Year Community + 2 Year University
Newborn	207	\$193	\$97	\$50	\$39	\$134
Age 1	195	\$200	\$101	\$51	\$40	\$140
Age 2	183	\$209	\$105	\$54	\$42	\$146
Age 3	171	\$218	\$110	\$56	\$44	\$153
Age 4/5*	159	\$229	\$115	\$59	\$47	\$161
K	147	\$242	\$122	\$62	\$50	\$170
1st	135	\$257	\$129	\$66	\$54	\$181
2nd	123	\$275	\$138	\$70	\$58	\$194
3rd	111	\$297	\$149	\$76	\$63	\$210
4th	99	\$325	\$163	\$83	\$70	\$230
5th	87	\$360	\$182	\$93	\$78	\$256
6th	75	\$410	\$207	\$106	\$89	\$292
7th	63	\$479	\$241	\$123	\$105	\$341
8th	51	\$580	\$292	\$149	\$127	\$414
9th	39	\$744	\$374	\$191	\$164	\$531

5 Year Payment Option - 60 Equal Monthly Payments					
Age/ Grade	4 Year University	2 Year University	1 Year University	2 Year Community College	2 Year Community + 2 Year University
Newborn	\$478	\$240	\$121	\$94	\$332
Age 1	\$479	\$240	\$121	\$95	\$333
Age 2	\$480	\$241	\$122	\$96	\$335
Age 3	\$481	\$242	\$122	\$97	\$336
Age 4/5*	\$482	\$242	\$122	\$98	\$338
K	\$484	\$243	\$123	\$99	\$339
1st	\$485	\$243	\$123	\$100	\$341
2nd	\$486	\$244	\$123	\$102	\$342
3rd	\$487	\$244	\$124	\$103	\$344
4th	\$488	\$245	\$125	\$105	\$346
5th	\$490	\$247	\$126	\$106	\$348
6th	\$494	\$249	\$127	\$108	\$352
7th	\$499	\$251	\$128	\$109	\$355

10 Year Payment Option - 120 Equal Monthly Payments					
Age/ Grade	4 Year University	2 Year University	1 Year University	2 Year Community College	2 Year Community + 2 Year University
Newborn	\$275	\$138	\$70	\$55	\$191
Age 1	\$276	\$139	\$70	\$55	\$192
Age 2	\$277	\$139	\$71	\$56	\$193
Age 3	\$277	\$139	\$71	\$56	\$194
Age 4/5*	\$278	\$140	\$71	\$57	\$195
K	\$279	\$140	\$71	\$57	\$196
1st	\$279	\$140	\$71	\$58	\$197
2nd	\$280	\$141	\$71	\$59	\$197

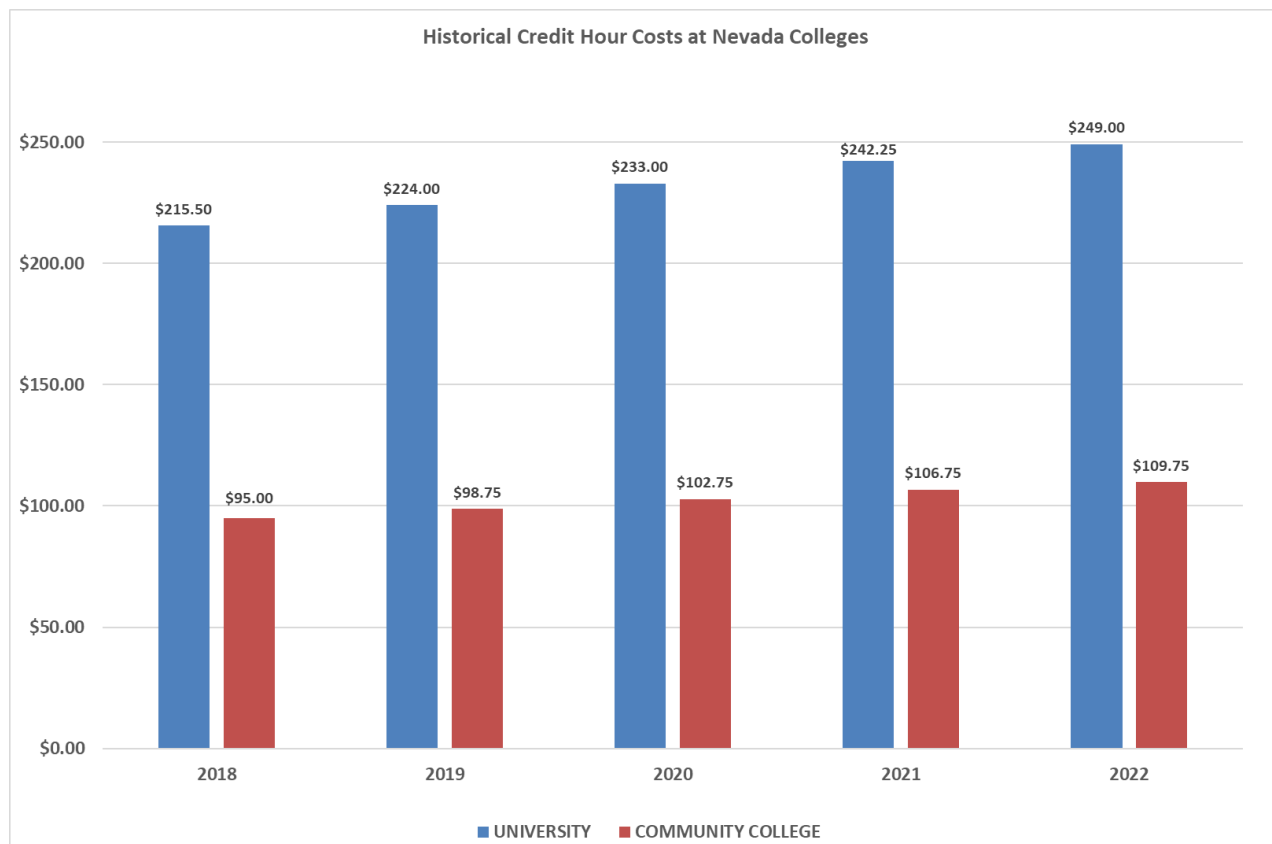
*Five-year olds not in Kindergarten as of September 30, 2021¹⁰ will follow the Age 4/5 pricing.

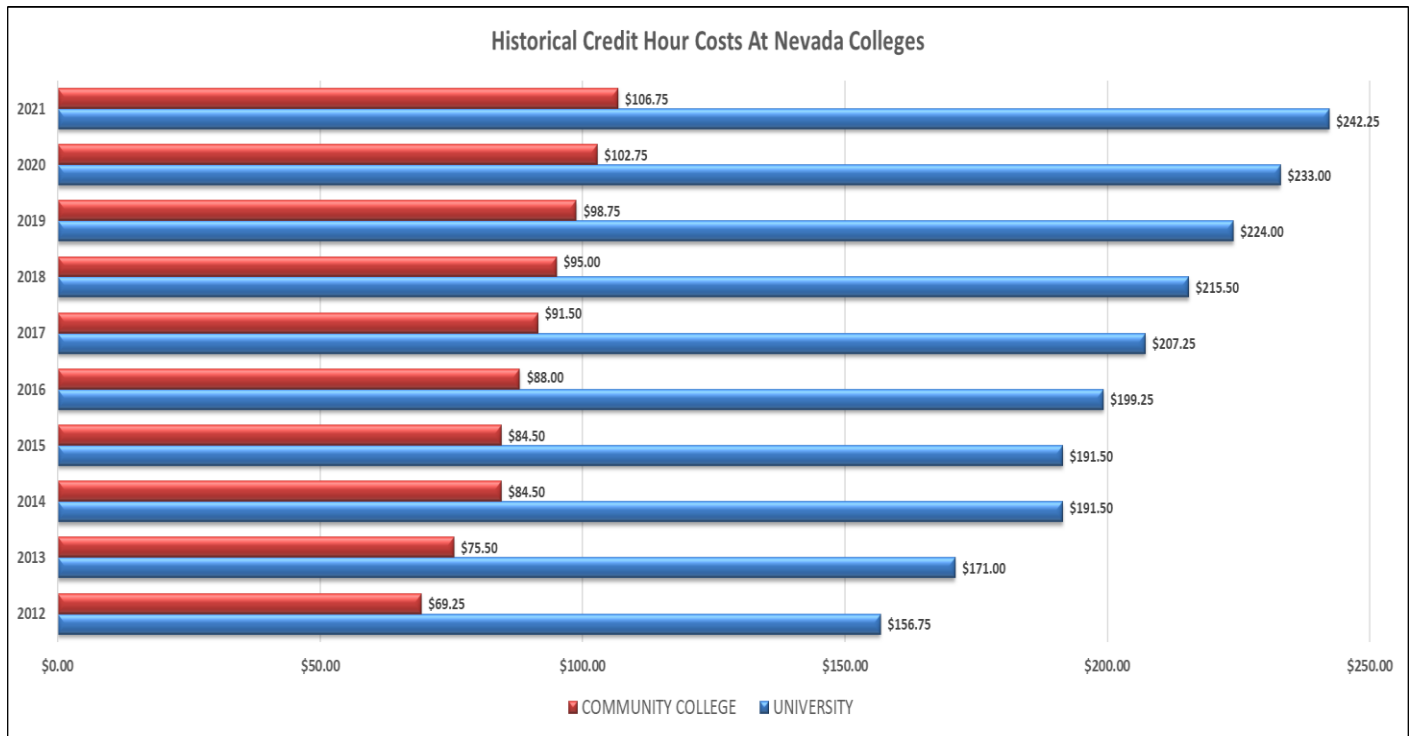
How Pricing is Determined

For each enrollment period, the College Savings Board of Nevada uses actuarial methodology to help determine Contract prices. These Contract prices may include a premium over the current cost of Credit Hours at representative Nevada colleges and universities. Once a Contract is purchased, the price of the Contract will not change regardless of future tuition increases. However, the amount paid out in benefits when a child goes to college increases based on in-state tuition increases.

Plan pricing is based in part on an actuarial formula, which incorporates several factors, including the current cost of Credit Hours, the estimated future costs of Credit Hours, a general inflation adjustment, anticipated investment returns, administrative costs, and the need for a reserve to assist in periods of fluctuating returns or higher than average costs (i.e., tuition increases) for Credit Hours at Nevada colleges and universities. (See the latest annual actuarial report which can be found at www.NVPrepaid.gov.)

The total Contract payments for the monthly payment options equate to more than the lump sum payment option, as the five-year, ten-year, and extended monthly payment options include a 6.25% interest component. This is because the Program does not have the full Contract amount available to invest immediately, so it cannot generate the same amount of income as it would with a lump sum payment. As a result, monthly payment Contract purchasers pay a greater amount over time for Contracts than if purchased with a lump sum payment. However, in the event of program cancellation, the purchaser is entitled to a refund of the amount paid into the program, including the interest component, less any administrative fees, or tuition amounts paid on the Beneficiary's behalf. In addition, with the Nevada Prepaid Tuition prepayment plan, if your actual payments total more than the in-state Credit Hour rate paid when the Beneficiary uses the benefits, and the Program pays out less than the actual amount paid into the Program, you may be entitled to a refund less any Program fees.





Chapter I: Program Information

The Nevada Prepaid Tuition Program ("Program") agrees to pay for the fixed number of undergraduate Credit Hours bought by the Purchaser at the in-state Credit Hour rate at two and four-year public colleges and universities located in Nevada. When used at Private Colleges or Universities, or out-of-state, the Program pays up to the in-state Credit Hour rate to the non-Nevada System of Higher Education Institution. In addition, if the Beneficiary completes his/her undergraduate degree, and has remaining credit hours in his/her Contract, he/she may be able to apply those credit hours to a graduate program, paid at the undergraduate Program Credit Hour rate provided all other Contract provisions are met. The Program was created by the Nevada State Legislature and is administered by the State Treasurer's Office under the oversight of the Board of Trustees of the College Savings Plans of Nevada ("Board").

Please read this Nevada Prepaid Tuition Program Description and Master Agreement prior to purchasing a Contract.

Legislative History

The Nevada State Legislature established the Nevada Prepaid Tuition Program (the "Program") in 1997. The Program is governed by the Nevada Revised Statutes (NRS) 353B and the Nevada Administrative Code (NAC) 353B. The Program is administered by the Board of Trustees of the College Savings Plans of Nevada through the State of Nevada Treasurer's Office. With legislative approval, the NRS and NAC that govern the Program may be amended from time to time.

Board

As required by the Nevada Revised Statutes (NRS) 353B, the Nevada Prepaid Tuition Program is directed and administered by the Board of Trustees of the College Savings Plans of Nevada (the "Board"). The Board consists of five voting members composed of the Treasurer, the Director of the Office of Finance or his/her designee, the Chancellor of the Nevada System of Higher Education or his/her designee, and two Board members appointed by the Governor who must possess knowledge, skill, and experience in the field of accounting, finance, investment management, or marketing. The members of the Board elect a Chair of the Board from among its members. The term of office of the Chair is 1 year. Each member of the Board serves without compensation; however, each member is entitled to reimbursement for actual and reasonable expenses incurred while performing Board duties. The Board has general and fiduciary responsibility for the Program as a whole. Meetings of the College Savings Board are held quarterly and are open to the public. Please find the list of Board meetings at: www.NVPrepaid.gov, under "Program Basics / College Savings Board".

Trust Fund

The Nevada Higher Education Prepaid Tuition Trust Fund (the "Trust Fund") was created pursuant to NRS 353B.140. The Trust Fund consists of monies received for payment of Prepaid Tuition Contracts, and may also include a bequest, endowment, or grant from the Federal Government, a matching contribution made as described in NRS 363A.137 or 363B.117; a loan made to the Trust Fund for purposes of the fiscal stabilization of the Nevada Higher Education Prepaid Tuition Program; or any other public or private source of money. Monies held by the Trust Fund are not considered monies of the State and may not be commingled with other General Fund monies of the State. Monies in the Trust Fund not expended during any biennium do not revert to the State General Fund at any time, for any reason.

Annual Audit

In accordance with NRS 353B.180, the Board is required to contract with a certified public accounting firm to perform an annual audit of accounts and records of the Program, including receipts and disbursements from the Trust Fund. Eide Bailly LLP has been retained by the Board to conduct the annual audit. The completed audit report is included in the Annual Report, which can be found online at www.NVPrepaid.gov.

Annual Actuarial Study

In accordance with NRS 353B.190, the Board is required to contract with a certified actuary to perform an annual actuarial study to determine the financial soundness of the Program. Gabriel Roeder Smith & Company has been retained by the Board to conduct the annual actuarial study. The completed annual actuarial study is included in the Annual Report, which can be found online at www.NVPrepaid.gov.

Annual Report

In accordance with NRS 353B.170, the Board shall prepare an Annual Report each year. The Report includes a detailed accounting of the Trust Fund and a description of the financial soundness of the Trust Fund at the close of each fiscal year. Both the Actuarial Report and Annual Audit are contained within the Annual Report. The Board is required to submit the Annual Report to the Governor each year in addition to various Legislative Committees based on whether it is an odd or even numbered year. The Annual Report can be accessed at www.NVPrepaid.gov.

Investment Policy and Investment Management

The Board has adopted an Investment Policy in accordance with NRS 353B.160. The overall Trust Fund has been structured to provide the most appropriate asset allocation from a risk and return perspective to meet the Trust Fund objectives. The Trust Fund shall be diversified both by asset class and within asset classes. The Board has adopted an asset allocation divided between various asset types, which include 50% Equities, 20% Covered Calls, and 30% Fixed Income, and is adjusted as needed. The Board contracts separately with Investment Managers who are responsible for administering Program assets in accordance with the guidelines and objectives of the Investment Policy. The Board also contracts with an Investment Consultant to provide information, analysis, oversight, and recommendations. The full investment policy is posted on the Program website at www.NVPrepaid.gov.

General Risks

The Program must operate and finance its activities through its own assets. It is not guaranteed by the State of Nevada, is not an obligation of the General Fund of the State of Nevada, and is not commingled with the investment funds of any other Nevada 529 Plan. Payment of Program obligations will be made only from the assets in the Trust Fund.

Contracts are with the Board of Trustees of the College Savings Plans of Nevada. To protect the Trust Fund assets from other uses by the State, only the Board, not the State, controls the assets in the Trust Fund. Pursuant to NRS 353B.130, Contracts are not an obligation of the State of Nevada and neither the full faith and credit nor taxing power of the State is pledged directly, indirectly, or contingently to payment of the Contracts. Contract owners (Purchasers) in the Program assume all investment risk, including the potential loss of contributions and liability for additional income taxes or penalties for Non-qualified Distributions.

Investment May Not Meet Objectives; Accounts Are Not Insured

As with any investments, the rates of return and the amount of appreciation and depreciation of the Trust Fund investments are unpredictable. Therefore, the Board cannot provide any assurance that the investments selected by them for the Trust Fund will meet their objectives. The Board's investments are not deposits or obligations of, or guaranteed by any depository institution and are not insured by the Federal Deposit Insurance Corporation (FDIC), Federal Reserve, the State of Nevada, or any other government agency. As of June 30, ~~2019~~2020, the actuarial study determined that the Program was ~~454.6~~165.7% funded.

As noted above, in accordance with NRS 353B.130, a Contract is not an obligation of the state of Nevada and neither the full faith and credit nor taxing power of the State is pledged directly or indirectly or contingently, morally, or otherwise, to the payment of the Contract. The Board cannot directly or indirectly or contingently obligate morally or otherwise, the State to levy or pledge any form of taxation whatsoever or to make any appropriation for the payment of the Contract.

Market Uncertainties

Due to market uncertainties, the overall market value of the Trust Fund is likely to be highly volatile and could be subject to wide fluctuations in response to factors such as regulatory or legislative changes, worldwide political uncertainties, and general economic conditions. All of these factors are beyond the Board's control and may cause the value of the Trust Fund to decrease regardless of the investment performance.

Using Your Contract

A Nevada Prepaid Tuition Contract can be used at any "Eligible Educational Institution", which includes any accredited public or private university, college, or vocational school in the United States, as well as selected colleges in other countries. An institution is eligible if it is qualified to participate in federal financial aid programs through the U.S. Department of Education. For a complete list of Eligible Educational Institutions in the United States and other countries, please visit the U.S. Department of Education's Free Application for Federal Student Aid (FAFSA) website at www.fafsa.ed.gov. If the Institution is listed, the In-State Credit Hour financial benefits of the Nevada Prepaid Tuition Program Contract may be used at that school.

Before the Beneficiary graduates from High School, and prior to fall attendance at college, the Program Administrator will send or make available electronically to the Beneficiary a Nevada Prepaid Tuition Student Handbook, which includes the paperwork required to use the tuition benefits (Intent to Enroll form, etc.) and explains enrollment and disbursement of benefit procedures at Eligible Educational Institutions for the Beneficiary.

Requesting a Refund

All cancellations and refunds are made according to IRS Code Section 529, Nevada State Law, and the Nevada Prepaid Tuition Master Agreement. In general, the Purchaser can receive a refund with some exceptions specifically noted in the Master Agreement. A refund request must be submitted on the form provided by the Program, along with any required documentation. The Refund form may be mailed, faxed, or emailed to:

Nevada Prepaid Tuition Program

Office of the State Treasurer

555 E Washington Avenue, Suite 5200

Las Vegas, NV 89101

Fax: 702-486-3246 Email: PrepaidTuition@nevadatreasurer.gov

Once a refund request has been approved, the Purchaser will usually receive a refund within four to six weeks. Penalties and fees may be assessed on certain refunds and interest. Currently, no interest is paid on refunds. Please review the Master Agreement for full details.

Privacy Policy

The Board considers the privacy and security of personal information a top priority. The Board adheres to policies for the benefit of current and past Purchasers and Beneficiaries. In administering the Program, the Board may collect the following types of personal information:

- Required information received from enrollment forms, communication, and other forms, such as name, address, and Social Security Number.
- Information the Board may require as a result of administering Contracts, such as transaction information and account balances.

Participant information may be shared for purposes of asking participants to provide feedback to the program regarding administration, usage, or benefits and/or to ask Purchasers if they would like to share their experience

with others via social media or marketing campaigns as part of College Savings Board approved outreach or education of the program to the public.

The Board restricts access to this personal information to its employees and agents who need to know the information to provide the purchaser with the products and services required by statutes governing the Program. The Board may make disclosures of such information, as permitted, or required by law, and may ask the Purchaser for verification, or additional information. The Board maintains appropriate physical, electronic, and procedural safeguards to protect the privacy of personal information. **None of the information provided is supplied to third parties for solicitation purposes.**

Online Contract Service

Participants may access their Nevada Prepaid Tuition Contract information and review account payments and records securely online at www.NVPrepaid.gov. Contact the Nevada Prepaid Tuition Office for assistance.

Changing Tax Laws and Regulations

This summary is based on the relevant provisions of IRS Code Section 529, relevant legislative history, and official interpretations of applicable U.S. federal laws as of the date of this document. Changes to federal or state tax laws may occur in the future which could have a significant impact on the Program and your Contract, including termination of the Program.

Federal Income Tax Treatment of Contributions, Distributions, and Refunds

The Program is designed to constitute a "qualified tuition program" under IRS Code Section 529. Under current U.S. federal tax law, if the Contract is used for qualified higher education expenses, any increase in the value of the Program Contract is not subject to federal income tax. If a Contract is terminated and the payment received is not used to pay qualified higher education expenses, any Contract "earnings" are subject to federal income taxes and an additional 10% federal penalty tax on the earnings. The Purchaser or person receiving the payment will be responsible for those taxes.

Special Termination of Contract

In the event of the Beneficiary's death, disability, receipt of a full scholarship, or attendance at a U.S. service academy that renders the Program educational benefits unusable, the Purchaser may receive a Qualified Refund of the plan contributions. Any earnings on a Qualified Refund are subject to federal income tax but not subject to the additional 10% federal penalty tax on earnings.

Federal Gift and Estate Taxes

Contributions to a 529 plan, excluding those from a Uniform Gifts to Minors Act (UGMA) or Uniform Transfers to Minor Act (UTMA) account, are generally considered to be completed gifts to the designated Beneficiary and may qualify for the \$15,000/\$30,000 (single taxpayer/taxpayers filing jointly) annual gift tax exclusion. In cases where contributions to a 529 Plan such as the Nevada Prepaid Tuition Program exceed the then current annual gift limits, a Purchaser may elect to treat the contributions as if they were made ratably over a five-year period. This election, which is made on IRS Form 709, is applicable only for contributions up to five times the available annual exclusion in the calendar year of the contribution. Thus, the maximum contribution pursuant to this rule would be \$75,000 (or \$150,000 for a married couple) in 2021¹⁰. Estate, gift, and generation-skipping tax issues arising in conjunction with 529 plans are complex. Potential Purchasers and Beneficiaries should consult their own tax advisor for advice on their individual tax situation and to identify any annual gift limit increases.

State Income Tax

Nevada does not have a state income tax. Potential Purchasers who are not residents of the State of Nevada but are qualified Purchasers may want to first consult their own tax advisor.

American Opportunity and Lifetime Learning Tax Credits

The use of Education Tax Credits will not affect participation in the Program. However, a Purchaser cannot claim the American Opportunity Tax Credit or Lifetime Learning Tax Credits for amounts withdrawn tax free under a Program Contract. Please be aware that the coordination of the various federal higher education tax incentives can be complex. A Purchaser or potential Purchaser should contact their own tax professional or the Internal Revenue Service for assistance in determining eligibility for the various tax incentives and in allocating higher education expenses. For more information, refer to IRS Publication 970, "Tax Benefits for Education," which is available at www.irs.gov.

Impact on Medicaid Eligibility

Purchasing a Nevada Prepaid Tuition Contract may impact eligibility for federal and state health care assistance programs. A Purchaser or potential Purchaser should contact his/her state's Medicaid authorities regarding their individual situation.

Impact on Financial Aid Eligibility

Purchase of a Nevada Prepaid Tuition Contract may or may not have an adverse impact on the Beneficiary's eligibility to participate in need-based financial aid programs. Assets in the Program or any other 529 College Savings Plan purchased by a parent would typically be included on the Free Application for Federal Student Aid (FAFSA) form as a parental asset, which is assessed at a lower rate than a student's asset (5.64% vs. 20%) would be when determining a family's expected contribution. Since the treatment of assets under any -qualified tuition program may have an effect on your Beneficiary's eligibility to receive benefits under financial aid programs, you or your Beneficiary will need to check the applicable laws or regulations or check with the financial aid office of an Eligible Educational Institution and/or your tax advisor regarding the impact of purchasing a Contract on need-based financial aid programs.

Federal and State Bankruptcy Laws

Federal bankruptcy law excludes from property of the debtor's bankruptcy estate certain assets that have been contributed to a 529 Plan account. However, bankruptcy protection in this respect is limited and has certain conditions. For the 529 Plan account to be excluded from the debtor's estate, the account beneficiary must be a child, step-child, grandchild, or step-grandchild (including a legally adopted child or a foster child) of the individual who files for bankruptcy protection. In addition, contributions made to all 529 Plan accounts for the same beneficiary are protected from becoming property of the debtor's estate as follows: (1) There is no exclusion for 529 Plan assets if they have been contributed less than 365 days before the bankruptcy filing, (2) 529 Plan account assets are excluded in an amount up to \$5,000 if they have been contributed between 365 and 720 days before the bankruptcy filing, and (3) 529 Plan accounts are fully excluded if they have been contributed more than 720 days before the bankruptcy filing. Federal bankruptcy law permits a debtor to exempt certain specified assets from liability notwithstanding the assets being property of the debtor's estate. If the debtor is domiciled in Nevada (as defined under bankruptcy law), Nevada law provides that up to \$500,000 of assets held in a 529 Plan account may be protected from creditors, depending upon when such assets were contributed to the account and whether they are eventually used to pay qualifying higher-education expenses of the account Beneficiary. However, under federal bankruptcy law, assets held in a 529 Plan account that are property of the debtor's estate are not exempt from debt for domestic support obligations. This information is not meant to constitute individual tax or bankruptcy advice, and you should consult with your own advisors concerning your individual circumstances.

Chapter II: Frequently Asked Questions

What is Nevada Prepaid Tuition?

Nevada Prepaid Tuition is Nevada's 529 prepaid tuition program, which allows Purchasers to select and purchase a Contract for a specific number of either community college or university level higher education undergraduate in-state Credit Hours at a locked-in Contract price and to pay for that Contract in a lump sum or over an extended period of time.

How do I purchase a Contract?

You can enroll online at www.NVPrepaid.gov or an enrollment form can be downloaded from the website and mailed into the State Treasurer's Office.

When can I purchase a Contract?

Open Enrollment dates are set annually. For the ~~2021-2022~~ enrollment period, Contracts may be purchased between November 1, 202~~1~~⁰, and April ~~15~~³⁰, 202~~2~~⁺.

May two people jointly purchase a Contract?

No. Only one Purchaser is allowed to own a Contract. However, other individuals may make gifts and payments toward the Contract. The Purchaser may also appoint a legal successor for the Contract in the event of their death or disability.

What will a Contract pay for?

A Contract will pay the in-state undergraduate basic per Credit Hour cost for course work as established by the Nevada Board of Regents at either two or four-year public colleges and universities located in Nevada, (or as otherwise commonly referred to as "basic in-state tuition") at the credit level you select on the Contract (university or community college).

Does the purchase of a Contract ensure that my child will be admitted to a college or university?

No. A Beneficiary must meet the admissions requirements of the college of his/her choice and maintain the required academic status. The Program does not guarantee acceptance to, or Nevada residency at any college or university.

What if I move out-of-state after I purchase a Contract?

The Contract is still valid. As long as you continue to make payments, your Beneficiary will be able to use all Contract benefits they are entitled to.

What if I suddenly can't make the monthly payment on my Contract?

You may be able to convert the Contract to a lower cost Contract, increase the years you pay on the Contract to lower the monthly payment, or close the Contract and request a refund. Contact the Prepaid Tuition Office to discuss the specific hardship and associated options.

How does the Program pay for the future costs of Credit Hours?

Assets in the Prepaid Tuition Trust Fund are used to pay for the future costs of Credit Hours purchased under each Contract. The Board, through the State Treasurer's Office, is responsible for investing the money paid on Contracts in the Trust Fund. The Board does this with the assistance of a professional Investment Manager(s)/Consultant(s). For more information on the Trust Fund, please see the most recent Annual Report, which includes the Actuarial Report and the Annual Audit for the fiscal year ended June 30, 202~~0~~⁴⁹. The Report can be viewed at www.NVPrepaid.gov.

Can this Program be used at an out-of-state school?

Yes. Contract benefits may be used at any Eligible Educational Institution nationwide. See www.fafsa.ed.gov to verify if a school is eligible. However, the cost of In-State Credit Hour rates the Program will pay to any private or out-of-state college or university will not exceed what the Program would have paid to either a two or four-year in-state public college or university in Nevada corresponding to the Contract purchased. The cost of in-state Credit Hour benefits paid may be less than the actual cost of Credit Hours at an out-of-state or private college or university. The Purchaser or Beneficiary will be responsible for payment of any difference between the actual cost of their tuition and the Nevada in-state tuition benefits paid under the Nevada Prepaid Tuition Program Contract.

What happens if my child decides not to go to college?

You may transfer the Contract to another qualified Beneficiary who is a Family Member, defer use of the Contract in effect, as the Beneficiary has 6 years post high school graduation to use their benefits, or you may cancel your Contract and request a refund.

Can this Program be used together with scholarships?

Yes. The Program may be used in conjunction with a partial scholarship, including the Governor Guinn Millennium Scholarship. If the scholarship equals or exceeds the Contract benefits, the Purchaser may transfer the Contract to another qualified Beneficiary who is a Family Member, cancel the Contract and request a refund, or defer initial usage to ensure the scholarship covers the beneficiary's entire attendance. A Beneficiary has 6 years to use his/her Contract benefits.

Chapter III:

202~~4~~ Master Agreement

Before you purchase a Nevada Prepaid Tuition Contract, please carefully read the Master Agreement, which explains the rules of the Program. When you sign an Enrollment form, you are agreeing to the terms of the Master Agreement.

1. DEFINITIONS

Definitions. Terms used in this Master Agreement and the Enrollment form for purchase of a Contract have the following meaning:

A. "529 Plan" A qualified prepaid tuition program or college savings plan within the definition of IRS Section 529 of the Code.

B. "Academic Year" Undergraduate school year beginning the first Semester, term, or quarter after July 15th of any year.

C. "Basic Registration Fee" The charge for the basic per Credit Hour of course work as established by the Nevada Board of Regents **excluding all other fees or charges.**

D. "Beneficiary" or "Qualified Beneficiary" The child designated in the Program Contract Enrollment form to receive the Educational Benefits of the Program.

E. "Benefit Use Year" The year of Matriculation to college, which the Beneficiary may begin drawing on Educational Benefits in the form of Credit Hours from the Contract.

F. "Board" The Board of Trustees of the College Savings Plans of Nevada.

G. "Cancellation of Contract" A voluntary request from the Purchaser to terminate the Contract and request a refund.

H. "Clock Hours" College level credit course benefit requested to be converted to Credit Hours for payment to an Eligible Educational Institution

that charges tuition based on hours spent in class time rather than Semester Credit Hours. Clock Hours are converted based on the Free Application for Federal Student Aid (FASFA) guidelines for the current academic year.

I. "Code" Internal Revenue Code of 1986, as amended.

J. "Community College" An Eligible Educational Institution which grants a two-year degree.

K. "Contract" A Program Contract accepted by the Program Office, including the Master Agreement, the Program Description, the Enrollment Form, and the Plan and payment option selected by the Purchaser.

L. "Contract Benefits" In-State Credit Hours purchased for use by the Beneficiary.

M. "Credit Hours" Semester Credit Hours established by the Nevada Board of Regents. Credit hours paid for by the Program are intended for undergraduate studies, and in some instances the undergraduate benefit may be applied toward graduate-level work once a Beneficiary attains an undergraduate degree if he/she has credit hours left in the Prepaid Tuition Contract when he/she graduates from college and uses the remaining credit hours prior to the original Contract Expiration Date.

N. "Custodian" Person who is designated with the rights of the Purchaser on a Contract where the Purchaser is a minor or the Contract was acquired by way of UGMA or UTMA and the Custodian is required to act under the terms of the UGMA or UTMA. The Custodian is responsible for performing all duties of the Purchaser.

O. "Disabled" or "Disability" Limitation of individual's physical or mental abilities resulting from an injury or disease which renders the individual incapable of participating in the Program as either a Purchaser or Beneficiary.

P. "Distribution" Payment by the Program to the Beneficiary's Eligible Educational Institution toward Credit Hours, as authorized by the Contract Purchaser.

Q. "Down-payment" Minimum down payment of \$1,000.00 toward the total purchase price of a 5 year monthly, 10 year monthly, or extended monthly payment plan Contract at the time of enrollment.

R. "Eligible Educational Institution" Includes accredited postsecondary educational institutions offering credit towards an associate's degree, a bachelor's degree, professional degree, or another recognized postsecondary credential, and certain postsecondary vocational and proprietary institutions. The institution must be recognized by the U.S. Department of Education as eligible to participate in federal student financial aid programs. See www.fafsa.ed.gov for additional information.

S. "Expiration Date" The date in which contract benefits conclude and can no longer be paid. The beneficiary has six (6) years from the expected high school graduation date to use the Contract benefits. Extensions are only allowed per Nevada Administrative Code outlined in NAC 353B.210.

T. "Family Member" Member of the family as set forth in IRS Code Section 529(e)(2) which includes a son or daughter, or a descendant of either; a stepson or stepdaughter or a descendant of either; a brother, sister, stepbrother, or stepsister; the father or mother, or an ancestor of either; a stepfather or stepmother; a son or daughter of a brother or sister; a brother or sister of the father or mother; a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, or sister-in-law; the spouse of the Beneficiary or the spouse of any individual listed above; and a first cousin. A legally adopted child or foster child is also treated as a Family Member, as is a brother or sister by half-blood.

U. "Fiscal Year" Time period from July 1st to June 30th (inclusive) of the next calendar year.

V. "Gift Contribution" Contribution or payment by a Person who is not the original Contract Purchaser in connection with an established Contract.

W. "Gifter" An individual authorized by the Purchaser to make a Gift Contribution(s) to the Contract.

X. "Graduate-Level" Post baccalaureate coursework taken by the Beneficiary in order to obtain a master's, professional, or doctorate degree.

Y. "Guardian" An adult authorized to make decisions on a Contract owned by a minor who becomes the Purchaser due to death of the original Purchaser or other legal action without a designated Purchaser Legal Successor.

Z. "Investment Manager(s)" The Investment Manager(s) is/are selected by the Board and administer Program assets in accordance with the guidelines and objectives contained in the Program's Investment Policy. The detailed investment policy is located on the website maintained by the Office of the State Treasurer.

AA. "Lump Sum Payment" Payment in full for the Plan at the time of enrollment in the Program with the Contract accepted by the Program administrator.

BB. "Mandatory Fee" Any fee, other than charges for Credit Hours, which a public educational institution requires all students to pay as a condition of enrollment in such institution, including but not limited to class specific fees, health fees, or technology fees. These examples are not all inclusive. Mandatory Fees are not covered by the Program as Educational Benefits. Credit Hours are the only payments made on behalf of Beneficiaries in the Program.

CC. "Matching Contribution" Contribution or payment by an employer as directed by the employee to match their contribution to an open, active, "in payment status" Contract for a designated beneficiary.

DD. "Matriculation" The year that a Beneficiary is anticipated to commence attendance at a postsecondary educational institution, generally concurrent with the high school graduation year.

EE. "Monthly Purchase" Monthly installment payment option chosen by the Purchaser, with the Monthly Purchase Amount to be remitted on or before the 15th day of each month.

FF. "Monthly Purchase Amount" Monthly dollar amount specified by the Program for

payment by the Purchaser on a Monthly Purchase Contract by the 15th day of each month.

GG. "Newborn" A child under one year old at the time of enrollment.

HH. "Non-qualified Refund" All voluntary refunds (that are not Qualified Refunds), caused by Terminations and cancellations are subject to Termination Fee and penalties payable by the Purchaser, and shall also include refunds due to the actuarial unsoundness of the Program as described in Section 10.B, for which Termination Fee will not be applicable. A Non-qualified Refund may also have adverse tax consequences.

II. "Open Enrollment" Period of time designated by the Board annually to accept new Contracts.

JJ. "Person" An individual who is a citizen of or legal alien resident of the United States, or a partnership, trust, association, corporation, or governmental subdivision existing under the laws of the United States or any state of the United States.

KK. "Plan" Type of Program Contract purchased under Section 3 of the Master Agreement.

LL. "Program" The Nevada Prepaid Tuition Program.

MM. "Program Administrator" The State Treasurer of the State of Nevada, or designee.

NN. "Program Fees" The Fees as noted in the Program Fee Chart as well as the Master Agreement Section 8.P.

OO. "Purchaser" Person specified in the Contract who is responsible for payments under the Contract. If the Purchaser is a natural Person, he or she must be 18 years of age or older, or have a trustee, or a designated Custodian of a minor under the UTMA, or be represented by a court appointed or approved conservator or Guardian. The Purchaser also must satisfy applicable residency requirements.

PP. "Purchaser Legal Successor" Person designated by the Purchaser on the Contract to have full ownership rights for the Contract in case of the death or Disability of the Purchaser.

QQ. "Quarterly Payments" Payments requested to be converted to Semester Credit Hours from an Eligible Educational Institution that charges based on a quarter year system.

RR. "Qualified Refund" A refund made because the beneficiary (1) received a full scholarship, (2) attended a service academy, or (3) became deceased or disabled.

SS. "Resident" Individual who is domiciled in the State of Nevada and meets the definition of US Citizen as defined in the Nevada Revised Statutes (NRS) 10.155. Includes military personnel who reside out-of-state, but list Nevada as their home of record in their military files.

TT. "Rollover" Contribution from a Qualified or Non-qualified Refund transferred to a qualified 529 Plan which shall include a contribution from a Coverdell Education Savings Account, and/or Savings Bonds, for the same Beneficiary or a new Beneficiary.

UU. "UGMA/UTMA" Uniform Gifts to Minors Act/Uniform Transfers to Minor Act.

VV. "Semester" The fall or spring term of the Academic Year of 15 to 18 weeks, or the summer Semester equivalent, as defined by the Nevada Board of Regents.

WW. "State" State of Nevada.

XX. "Standard Bachelor Degree" Consists of 120 Semester Credit Hours achieving a defined course of study at an accredited Eligible Education Institution granting undergraduate degrees.

YY. "Termination" Discontinuation of the Beneficiaries right to receive Educational Benefits at an Eligible Educational Institution under the Contract.

ZZ. "Termination Fee" Fee charged for a Non-qualified cancellation refund of Contract.

AAA. "Total Contract Price" means the cumulative amount of all Monthly Purchase Amounts owed under a Monthly Purchase Plan, or the Total Contract Price set forth in a Lump Sum Contract.

BBB. "Trust Fund" Nevada Higher Education Prepaid Tuition Trust Fund, which owns Program assets and from which all Program Educational Benefits are paid.

CCC. "Tuition Charge" The charge assessed against students who are not residents of Nevada and which is in addition to the Basic Registration Fees or other fees assessed against students who are residents of the State of Nevada. (See, NRS 396.540 (1) (c)).

DDD. "University" An Eligible Educational Institution which grants a four-year standard bachelor's degree. In the context of this document, any institution which includes "college" in its name and is otherwise eligible for this Program will be described as a "University", as long as it also grants a standard bachelor's degree.

EEE. "Weighted Average Tuition (WAT)" The average tuition rate calculated based on the cost per credit hour and the number of attendees at each of Nevada's public colleges and universities. The rates for the public community colleges and public universities will be calculated separately.

2. PROGRAM OBLIGATIONS

A. General Provisions: The Program agrees to pay the Basic Registration Fee of Credit Hours from the assets in the Trust Fund for the level of Credit Hours purchased in a Contract. University Credit Hours and Community College Credit Hours are priced and disbursed at different amounts and will determine the Total Contract Price and Educational Benefit disbursed under a Contract. Educational Benefits may be used at any Eligible Educational Institution, but only at the level purchased and up to the maximum number of Credit Hours purchased.

B. Standard Bachelor's Degree: A Standard Bachelor's Degree usually consists of 120 Semester Credit Hours (or, on average, 30 credit hours each year). The student Beneficiary may require more credit hours than purchased in order to graduate for various reasons such as dropping, failing, or repeating classes; taking non-transferable classes at another Eligible Educational Institution; or changing majors. The Program will not pay for any additional Credit Hours.

C. Limit of Benefits: The Program will stop providing Contract Benefits under this Contract when the Program has paid the total Credit Hours purchased, regardless of the number of Credit Hours the Beneficiary has accumulated toward graduation.

D. Basic Registration Fee-Credit Hour Payments Only: The Program will only pay Educational Benefits, as defined by the Contract and provide Qualified and Non-qualified Refunds under the Contract from the assets of the Trust Fund. The ability of the Program to pay Contract Benefits and provide Qualified and Non-qualified Refunds under the Contract is not guaranteed by the State of Nevada.

E. Contract Benefits Disbursed at Community College and University Level: The Educational Benefits disbursed at both the Community College and University level will be established by the Board and based on the cost or Weighted Average Tuition Cost of Credit Hours established for Nevada Universities and Community Colleges set by the Nevada Board of Regents. The rate will be the rate paid to both in-state and out-of-state Eligible Educational Institutions unless the out-of-state institution charges less than the in-state credit hour rate, in which case the Program will pay the lower rate. The Program agrees to pay the cost of Credit Hours from the assets of the Trust Fund. Out-of-state and private or independent Eligible Educational Institutions may charge tuition fees in excess of the Contract Benefits. If the Beneficiary chooses to attend one of these institutions, Colleges, or Universities, the Beneficiary is financially liable to pay the difference between the Program Contract Benefits disbursement amount and the actual costs. If the Basic Registration Fee is less than the rate of Contract Benefits paid under the Contract during that year, the Purchaser may have an overpayment at the termination of the Contract and an overpayment reimbursement may be made by the Program.

F. Contract Requirements: Before the Contract Benefits can be utilized, all outstanding balances and Program Fees must be paid in full. A Contract is considered paid in full when the Total Contract Price owed and all outstanding fees are paid to the Program. The Contract must have been purchased at least three years prior to the Benefit Use Year and a valid Social Security Number or Tax Payer

Identification Number must be on file for the Beneficiary prior to any benefits being paid.

3. PLAN OPTIONS

A. Four Year University Contract, 120 University Level Credit Hours: The Program will pay for 120 Credit Hours at the Beneficiary's Eligible Educational Institution.

B. Two Year University Contract, 60 University Level Credit Hours: The Program will pay for 60 Credit Hours at the Beneficiary's Eligible Educational Institution.

C. One Year University Contract, 30 University Level Credit Hours: The Program will pay for 30 Credit Hours at the Beneficiary's Eligible Educational Institution.

D. Two Year Community College Contract, 60 Community College Level Credit Hours: The Program will pay for 60 Credit Hours at the Beneficiary's Eligible Educational Institution.

E. Combination, Two Years of Community College Level (60) Credit Hours and Two Years of University Level (60) Credit Hours: The Program will pay for 60 Credit Hours at the Beneficiary's Eligible Educational Institution at the Community College level first. The Program will then pay for 60 Credit Hours at the University level after the Community College hours have been exhausted. The Basic Registration Fee for Credit Hours at both the Community College and the University levels will be established by the Nevada Board of Regents for Nevada domiciled Community College and four-year Universities and will be paid to the Beneficiary's Eligible Educational Institution. As noted above, **Community College credits must be used first, before University credit hours.** All remaining provisions of the University and Community College Contracts will apply to the combination two-year Community College Contract and two-year University Contract.

Note: The Basic Registration Fees for Credit Hours established by the Nevada Board of Regents for Nevada-domiciled four-year Universities and two-year Community Colleges will be paid to both in-state and out-of-state Eligible Educational Institutions. In the event that the Nevada System of

Higher Education Board of Regents adopts varying tuition rates at Nevada colleges and universities, a Weighted Average Tuition Model may be used for Credit Hour payments.

4. ENROLLMENT

A. Submitting an Open Enrollment Form: The Open Enrollment Form and Enrollment Fee must be completed and submitted to the Program according to the Open Enrollment form instructions and may be accepted only during Open Enrollment periods designated by the Board. A separate Open Enrollment form is required for each Beneficiary. The Open Enrollment form must be completed online by midnight on the last day of Open Enrollment or postmarked by the last day of the Open Enrollment period in order to be processed. The Board at its sole discretion may extend the Open Enrollment period.

B. Contract Acceptance: The Program has no obligation to the Purchaser unless and until it accepts the Contract. The Program will accept the Contract only after it receives a fully completed Open Enrollment form from a qualified Purchaser and payment of the Enrollment Fee is received in the form of a personal check, credit card, electronic withdrawal, cash, cashier's check, certified check, or money order payable to the Program.

C. Purchaser Qualifications: A qualified purchaser must (1) satisfy the Nevada residency requirement: either be a resident of the State of Nevada, hold a degree or certificate from a Nevada-domiciled University or Community College or designate a Beneficiary who is a resident of the State of Nevada, (2) provide a valid Social Security Number or Taxpayer Identification Number, and (3) be 18 years of age or older or have a designated Custodian under UTMA who may name a minor as the Purchaser; or be a trust with the authority to enter into the Contract on behalf of the Beneficiary, or be a court-appointed conservator or Guardian.

D. Beneficiary Qualifications: The Beneficiary must have a valid Social Security Number or Taxpayer Identification Number and must not have completed the ninth grade of school and not reached the age of 18 at the time of Contract acceptance. The Beneficiary must be a resident of the State of Nevada at the time of enrollment in the Program, and/or the Purchaser must be a resident of

the State of Nevada and/or hold a degree or certificate from a Nevada-domiciled University or Community College.

E. Enrollment Form Acceptance or Rejection:

A Contract is not established until the Program sends a written or electronic confirmation of acceptance of the Open Enrollment form and initial payment (either Lump Sum or the initial Monthly Payment) is processed. If an Open Enrollment form is not accepted based on criteria established by the Program Administrator, the Enrollment Fee will be forfeited by the potential enrollee, but an amount equal to any lump sum or down-payment made will be returned to the Purchaser. The Purchaser must have a valid Social Security number (or a Taxpayer Identification Number) and provide accurate and full information on the Open Enrollment form or the enrollment will be rejected. The Program Administrator will accept more than one Open Enrollment form, up to a maximum of four Contracts for a single Beneficiary, as long as the total Credit Hours of the combined Contracts do not exceed 120 Semester Credit Hours at any level.

F. Payment and Participation Schedule: A payment and participation schedule will be forwarded in writing or electronically to the Purchaser of an accepted Contract within 60 days of the close of Open Enrollment and first payments are due by May 15 of the Open Enrollment year. If the Purchaser does not receive this schedule by that time, the Purchaser should immediately notify the Program.

G. Newborn Enrollment: A Contract for a Newborn child may be accepted by the Program without a Social Security Number. However, the purchaser must supply the Beneficiary's Social Security Number or Taxpayer Identification Number within 60 days of Contract acceptance.

H. Ownership: The Purchaser will hold ownership rights to the Contract, and only the Purchaser may exercise rights under the Contract, unless the Purchaser's rights are transferred to the Purchaser's Legal Successor, or to the Beneficiary. Any person making a Gift contribution will not have any title to or rights under the Contract. If the Program is unable to locate either the Purchaser or the Beneficiary within the term of the Contract, the Program will treat the Contract payments received as unclaimed property and they shall be transferred to the State Treasurer in accordance with NRS 120A.

I. Automatic Transfer of Ownership: The Beneficiary designated in the Contract will automatically assume the Purchaser's rights and responsibilities under the title to the Contract in the event that the Purchaser dies, becomes legally incompetent, or cannot be located by the Program and the Purchaser has not designated a living Purchaser's Legal Successor to assume control of the Contract. In such event, the Program, without further notice, consent, authorization or otherwise, shall act at the specific direction of the Beneficiary, if not a minor. If the Beneficiary is a minor, the Contract shall not distribute Educational Benefits unless and until the Program in its sole judgment receives acceptable documentation that a legal Guardian may act on behalf of the Beneficiary, and the Program will adhere to the directives of such Guardian. A Change of Purchaser Form, acceptable documents and Program Fee must be submitted to the Program Office.

J. Voluntary Transfer of Ownership: The Purchaser may transfer ownership rights under the Contract to another Person to act as the Purchaser if such a transfer is not prohibited by state or federal law or regulation, and is specifically approved by the new Purchaser and completed in full on a Change of Purchaser form provided by the Program. The new Purchaser must agree to the transfer by signing the Change of Purchaser form, submitting the required fee, and shall be subject to all the terms of the Contract and any outstanding and unpaid balance and Program Fees on the Contract. The signature of the current Purchaser must be notarized.

5. CONTRACT PURCHASER

A. Only One Contract Purchaser Allowed: The Purchaser must meet the following qualifications (as applicable):

1. A Purchaser must provide a valid Social Security Number or a Taxpayer Identification Number.
2. A Purchaser under the age of 18 must have an adult sign the Open Enrollment form and certify that this adult will serve as the Guardian or Custodian of the Contract.
3. In case of a legal entity purchasing a Contract, a legally authorized representative of the entity must sign the Open Enrollment form. This authorized representative is an individual

designated by a partnership, corporation, trust, estate, association, or organization to control a Contract, however the entity itself and not the representative, will be the Purchaser of the Contract. The authorized representative must sign all forms. The entity must notify the Program in a timely manner if the authorized representative changes by submitting a completed Change of Purchaser from provided by the Program.

4. The Purchaser must meet the qualifications of a Purchaser as defined In Section 4.C of this Agreement.

5. Notices: All notices from the Program will be directed only to the Contract Purchaser, unless otherwise requested in writing by the Purchaser.

6. Address Change: The Purchaser shall keep their address up to date by changing it online, or by notifying the Program in writing of any change of address of the Purchaser, Beneficiary, or the Purchaser's Legal Successor. The Program is not responsible for non-delivered mail regardless of any change of address and any/all Master Agreement updates still apply.

B. Using Funds from UGMA/UTMA Accounts: Custodians for minors under UGMA/UTMA may purchase a Contract using funds from an UGMA/UTMA account subject to all state laws and rules governing such accounts.

1. When proceeds from UGMA/UTMA accounts are used to purchase a Contract, the Beneficiary must be shown as the Purchaser and a Custodian must be designated and provide required documentation to the Program and the Custodian will be considered the Purchaser by the Program for all transactions and documentation.

2. The Beneficiary will obtain ownership control of the Contract and all rights of the Purchaser upon reaching the age of majority. No Change of Purchaser fee will be charged for transfer of the Contract at the time of majority.

3. Any and all contributions toward the purchase of the Contract will be considered to be UGMA/ UTMA funds and become an asset of the Beneficiary. Custodians should consider carefully whether future contributions to a Contract initially purchased with UGMA/UTMA proceeds would be appropriate

or whether non-UGMA/UTMA funds in the future should be used to purchase a new Contract for a particular Beneficiary.

4. The Program will not be liable for any consequences related to a Custodian's improper use, transfer, or characterization of UGMA/UTMA-related activity, or other custodial funds.

C. Rollovers: The Purchaser must indicate if the purchase of a Contract is funded by a Rollover contribution from a Coverdell Education Savings Account, or another IRS Section 529 plan for the same Beneficiary or for a new Beneficiary who qualified as a Family Member of the previous Beneficiary. If it is a Rollover contribution, the Purchaser must provide documentation acceptable to the Program showing the earnings portion of the contribution. To the extent such documentation is not provided, the Program will treat the entire amount of the Rollover proceeds as earnings. Acceptable documentation includes:

1. Statement issued by the 529 Plan showing the earnings, less the portion of the Purchaser's withdrawal.

2. Coverdell Education Savings Account (ESA) statement or documentation issued by the account custodian that shows the basis and earnings.

3. Such other documents determined by the Program Administrator in its sole judgment to be acceptable and in accordance with current and future guidance issued by the IRS. Rollovers will be applied to a Lump Sum Payment on the Contract unless the Purchaser specifies otherwise. The distribution must be reinvested in the Contract within 60 days of the withdrawal date to avoid adverse tax consequences on the part of the Purchaser.

D. Power of Attorney: The Program will accept a notarized Power of Attorney acting on behalf of a Purchaser (with acceptable documentation). The Program may request additional documentation if the Power of Attorney is drawn in another State and/or the 529 legal counsel requests it. It is the Purchaser's responsibility to notify the program if and when the Power of Attorney ends.

6. BENEFICIARY

A. Designation: An individual designated as a Beneficiary must meet the qualifications of a Beneficiary and have a valid Social Security

Number or Taxpayer Identification Number. The Beneficiary need not be related to the Purchaser.

B. Change of Beneficiary Without Benefit Usage: For any reason prior to the Benefit Use Year designated in the Contract and if the Contract is not in default, has not been Terminated, **and no Educational Benefits have been distributed on behalf of the current Beneficiary, the Purchaser may submit a Change of Beneficiary form to designate a new Beneficiary** who must qualify as a Family Member of the previously designated Beneficiary. The Purchaser must submit the required Program Fee and a completed Change of Beneficiary form including the name, date of birth, Social Security Number or Taxpayer Identification Number, and date of Benefit Use Year for the new Beneficiary before the Program may consider amending the Contract. The Contract may be amended by the Program if the age of the proposed new Beneficiary is less than the age of the existing qualified Beneficiary or no more than three years older; or the Purchaser pays any additional sum the Program determines in its sole judgment to be necessary, as a result of the change, to ensure the actuarial soundness of the Trust Fund. A Change of Beneficiary form must be notarized.

C. Change of Beneficiary with Benefit Usage: For any reason, prior to the Benefit Expiration date, and if the Contract has not been Terminated, the Purchaser may submit a Change of Beneficiary form to designate a new Beneficiary who must qualify as a Family Member of the previously designated Beneficiary. The Purchaser must submit the required Program Fee and a completed Change of Beneficiary form including the name, date of birth, Social Security Number or Taxpayer Identification Number, and date of Benefit Use Year for the new Beneficiary before the Program may consider amending the Contract. The Change of Beneficiary **will not** be amended if the Benefit Use Year exceeds the Benefit Use Expiration Date of the original beneficiary or if the transfer results in the new beneficiary exceeding the statutory limit of 120 credit hour limit per Beneficiary on all Contracts issued by Program. Contracts will not be extended past the original Beneficiary Expiration Date for the new beneficiary.

D. Transfer to a Family Member Due to Death/ Disability of the Beneficiary: If the Beneficiary dies or becomes Disabled all Contract

Educational Benefits may be transferred with the Program's written approval and in accordance with Section 529 to a Family Member of the Beneficiary, or a nonprofit organization 501(c)(3), at the organization's direction to be used as a scholarship to a designated individual of the 501(c)(3) choosing provided the original expiration date of the Contract is adhered to on any Contracts that have been partially used by the decedent. The transfer shall be subject to (1) payment of any outstanding Program fees (if any), and (2) payment to the Program of the amount necessary in its sole judgment to reimburse the Program for any additional expense or loss of funds associated with the transfer to an older Beneficiary, if applicable. If a Contract is transferred to an older Beneficiary who was ineligible for a Contract when the Contract was purchased, the transfer may not be approved by the Program. A Change of Beneficiary form must be completed and documentation acceptable to the Program of death or Disability submitted. The Program Administrator may waive the Change of Beneficiary fee.

E. Total Credit Hours: A Beneficiary may not accumulate Contracts that exceed 120 Credit Hours in the Program.

F. Maximum Contribution limit – An account owner may continue to make contributions to both the Nevada Prepaid Tuition Program and other Nevada College Savings Plans for the same Beneficiary so long as the aggregate balance of all Section 529 plans sponsored by the State of Nevada does not exceed the maximum contribution limit, which is currently \$500,000. The Board is required to set the maximum allowable contribution limit for all accounts for a Beneficiary. The Board expects to evaluate the maximum allowable contribution limit annually but reserves the right to make adjustments more or less frequently. It is possible that federal law might impose different limits on maximum allowable contributions in the future.

G. Designation of Benefit Use Year: The Purchaser must designate a Benefit Use Year for the Beneficiary of a Contract. The year must coincide with the Beneficiary's Matriculation. The Purchaser may submit a Deferment of Benefit Request form to the Program on behalf of the Beneficiary during any year the Program would disburse Educational Benefits on the Contract, but the Program must distribute all benefits within 6

years of the Benefit Use Year, except as provided by the Contract.

7. PURCHASING OPTIONS

A. Annual Enrollment Period: The Board will publish an annual Open Enrollment period for each fiscal year. Open Enrollment forms to purchase a Lump Sum, Five Year, Ten Year, or an extended Monthly Installment payment plan may be submitted only during the Open Enrollment period. The Purchaser must indicate on the Open Enrollment form the option selected for payment.

B. Lump Sum Contracts: The Purchaser may choose to purchase a Contract in one Lump Sum payment at the time of enrollment.

1. Insufficient Payment: If the Purchaser who has chosen a Lump Sum Contract pays less than the total Program Contract amount plus the one-time Enrollment Fee, the Program will notify the Purchaser. If the Program does not receive instructions and payment (if applicable) from the Purchaser within 90 business days of the date notice is sent, the Program shall Terminate the Contract. If the Program sends a notice, the Purchaser shall advise the Program by mail that he/she will do one of the following:

- Enclose payment in full, including any specified Program Fees;
- Inform the Program to apply the amount submitted and convert the unpaid balance (if any) to a Monthly Purchase option;
- Inform the Program to convert the Contract to a different Plan Option (see Section 3) which is equal to or less than the lump sum paid; or
- Withdraw the Open Enrollment Application.

2. Lump Sum Late Fees: If the Program does not receive payment within 15 days of the due date, a Late Fee for Lump Sum Purchase will be applied (see Program Fee Chart). Forty-five days after the due date, a penalty of 1 percent of the total amount due, including the amount of all outstanding fees and penalties imposed pursuant to the Contract, will be imposed for each period of 30 days or portion thereof that passes until:

- The total amount due is paid; or

- The Contract is terminated at the discretion of the Program Administrator, whichever occurs first.

The Program will then return to the purchaser the amount paid by the purchaser (without interest), less the enrollment fee, any outstanding fees, and a termination fee (see Program Fee Chart).

C. Monthly Payment Purchase Options: A Purchaser may choose one of three Monthly Purchase options: make monthly payments over a 60-month time frame (five years); make monthly payments over a 120-month time frame (ten years); or make monthly payments from the time of enrollment in the Program until the Beneficiary graduates from high school.

1. Down Payment on Monthly Purchase Plans: If any Monthly Payment options are selected, the Purchaser may choose to apply an up-front \$1,000 or greater Down Payment amount to reduce the total cost of the Contract balance and Monthly Payments.

2. Interest on Balance: The Purchaser must pay any outstanding balance, calculated Program Fees, and interest included in the Total Contract Price by submitting Monthly Purchase Amounts to the Program. Monthly Purchase Amounts include an interest component, (currently 6.25% interest). The total cumulative amount paid under a Monthly Payment option over the Contract's life will be more than if paid by Lump Sum. The Purchaser may submit additional Monthly Purchase Amounts early without penalty, but will still be obligated to the Total Contract Price, unless Purchaser submits an Early Payoff Request (see Section 8.E).

8. PAYMENTS

A. Methods of Payment: Payments for Contracts, including any Program Fees must be made in United States currency, using any of the payment methods permitted by the Program, which may include the following:

1. Cashier's or personal check.
2. Money order.
3. Cash, limit not to exceed \$500.
4. Automated Withdrawal authorization. Purchasers selecting this method must complete the Automated Withdrawal Authorization Form provided by the Program, along with a voided

check for verification of routing and bank account numbers.

5. Payroll deduction. Purchasers selecting this method must be employed by an organization that offers payroll deduction for the Program and must complete a Payroll Deduction Authorization Form provided by or acceptable to the Program. It is the employee's responsibility to monitor their Contract payments and stop payroll deduction once their Contract is paid in full.

6. Employer Matching Contribution. A matching contribution made by an employer for an employee who makes contributions to a qualified Beneficiary. The employee must provide proof of Contract payment(s) to their employer. A matching contribution is accepted when the employer submits to the Program the name of the employee and the corresponding Contract number. Certain limitations may apply. See NRS 353B.310.

7. E-check. Online automated payment option via the Program's website using your checking or savings bank account.

8. Credit Card for the payment of enrollment fee, optional down payment, and/or lump sum accepted at the time of enrollment only. Visa, Master Card, and Discover are accepted. Although there is currently no extra charge for the use of a credit card, the Program reserves the right to impose a transaction fee for future credit card payments. To reduce the cost of fees, the Program encourages you to use e-check.

B. Wire Transfers: The Program does not accept payments via wire transfers.

C. Fees: The Purchaser will be responsible for any fees charged by a bank or entity that may be applicable to the payment method selected, including fees assessed on returned or dishonored payments.

D. Acceptance of Payments: Upon acceptance of a Monthly Purchase Amount or Lump Sum Payment, the Program will record payment in the Purchaser's account based on policies established by the Program Administrator.

E. Early Payoff: A Purchaser under a Monthly Purchase option who makes a Lump Sum payment to complete the Total Contract Price before the final Monthly Purchase Amount is due will receive an Early Payoff Discount (currently 6.25%) on the

unpaid remaining balance at the rate set annually by the Board (see Program Fee Chart). In order for the Early Payoff Discount to be applied by the Program, the Contract may not be delinquent or converted to a different Plan Option (see Section 11) to bring the Contract current on payments, and all Program Fees must be paid in full.

F. Late Payments: If a Monthly Purchase Amount is not paid by the 15th day of the month due, the Purchaser is granted a 15-day grace period. After the grace period (month-end), the Program will accept the payment only if it is accompanied by a Late Fee for Monthly Purchase (see Program Fees). Additional late fees apply for each month the payment is late (see Program Fee Chart). Any amount owing that is 90 days past due will also be subject to a Delinquency Fee (see Program Fee Chart) not to exceed 8% applied to the delinquent balance. The Delinquency Fee will be applied at 90 days past due and assessed until overdue payments are received by the Program or the Contract is Terminated. When a Contract is 180 days past due the Program will inform the Purchaser of pending cancellation and will Terminate the Contract in 45 days from the date of pending cancellation notice, if no payment or appeal is received (see Section 10).

G. Overpayments by Purchaser or Gift Contributions: If a Contract is paid-in-full and the Program receives additional payments toward the Contract, the Program will notify the purchaser and return the overpayment to the Purchaser. No Program Fees will apply to overpayments.

H. Overpayments of Employer Matching Contributions: If Employer matching contributions are received, in excess of the amount owed on a Contract, the matching contribution will be returned to the employer. The employer is responsible for notifying the employee on whose behalf the match was not made, as well as updating tax credit records with the Nevada Department of Taxation.

I. Prepayments: The Purchaser may prepay or allow Gift contributions toward any amount due under the Monthly Purchase option, including the remaining balance of a Contract. The Program will automatically apply prepayments in the following order of priority: (1) to any outstanding Program Fees; (2) to future Monthly Purchase Amounts in chronological order by due date. A prepayment will not result in a reduction in the cumulative Monthly

Purchase Amounts due under the Contract, including the interest component thereof. A Purchaser may prepay the remaining balance on a Contract in full as a Lump Sum payment (see Section 8.E).

J. Default: The Purchaser must remit payments pursuant to a Contract on the dates and in the amounts set forth in the schedule for payment and participation provided to the Purchaser in the Contract. If the Purchaser: (a) fails to remit a payment as required pursuant to a Contract within 30 days after the date the payment is due, the purchaser shall be deemed in Default; (b) does not make the required first payment for a new Contract within 90 days after the date the payment is due, the Program will Terminate the Contract; or (c) does not make all past due payments (including relevant Program Fees required pursuant to a Contract) within 180 days after the date the Purchaser is deemed to be in Default pursuant to this section, the Program will inform the Purchaser of pending cancellation and will Terminate the Contract in 45 days from the date of pending cancellation notice, if no payment or appeal is received. The Program will provide the Purchaser, after deducting the total amount of any Program Fees and penalties imposed pursuant to the Contract, a Non-qualified Refund of the balance of the amount paid by the purchaser pursuant to the Contract under the terms and conditions established by the Program Administrator.

K. Dishonored Payments: If a check, automated withdrawal, or other payment by a Purchaser is not honored or not paid in full by the applicable bank or other entity (including stop payments), the payment will be treated as a dishonored payment and subject to a Dishonored Payment Fee (see Program Fee Chart). If the dishonored payment represents the initial payment, the Program may choose not to accept the Contract. If the Contract was previously accepted, the Program will cancel the Contract. If the dishonored payment is a Monthly Purchase option payment, the amounts relating to the dishonored payment and applicable Program Fees will remain due and subject to Late Payment conditions (see Section 8.F).

L. Gifts: A Purchaser may authorize individuals to make Gift Contributions toward a Contract. Gifts will only be accepted when accompanied by a signed Giftor Form provided by the Program. The Gift Contribution may be applied to the current or

future Monthly Purchase payments of the Contract, subject to the Total Contract Price. If a Gift Contribution results in an overpayment that exceeds the Total Contract Price, the overpayment will be refunded to the Purchaser (see Section 8.G). All Gift Contributions will be used to meet Contract obligations and will be owned by, and subject to direction solely by, the Purchaser of the Contract, not by the Person making the Gift Contribution. Gift Contributions may be received at any time.

M. Suspended Contract: A Purchaser may request the monthly payments in a Monthly Purchase option be suspended for a maximum 90-day period without being subject to Termination once during the term of the Contract. The Program may approve the suspension request and will charge a Late Fee for Monthly Purchase. Reinstatement of the Contract will require the payment of all past due payments, any applicable Program Fees accrued during the 90-day period or the Contract will be considered in default. Contracts may only be suspended once during the term of the Contract and a Contract may not be suspended within one year of the stated Matriculation of the Beneficiary.

N. Term of Payments: The term of a Monthly Purchase option must end before the Academic Year the Beneficiary is projected to Matriculate.

O. Due Date of Monthly Payments: Monthly payments of a Monthly Purchase option are due on or before the 15th day of the month in which the obligation is due.

P. Program Fees: Fees currently assessed by the Board:

Enrollment Fee	\$100
Document Replacement Fee (coupon book, welcome pack, or student handbook)	\$7
Late Fee for Lump Sum Plans	\$15 for 1st month (then 1% per month thereafter of the outstanding balance for additional months)
Late Fee for Monthly Plans	\$15 per month

Delinquency Fee on any payments over 90 days past due	6.25% per annum (applied to overdue amount)
Private or Out-of-state School Fee	\$25
Payment Option Change Fee	\$20
Plan Conversion Fee	\$20
Change of Purchaser Fee	\$20
Dishonored Payment Fee	\$25
Change of Beneficiary Fee	\$20
Termination or Cancellation Fee	\$100
Fraud Penalty	\$250
Interest on Monthly Payment Option	6.25%
Early Pay-off Discount	6.25%
Interest on Refunds	0%

The Board in its sole discretion may change existing Program Fees or impose future administrative fees without notice.

9. DISTRIBUTION OF BENEFITS

A. Distribution of Contract Benefits: Contract Benefits distributed from a Contract are payments made only for the Registration Fees (a.k.a. in-state tuition) for Semester based Credit Hours as determined in a manner prescribed by the Board and have no monetary value to the Purchaser. Additional fees, surcharges, Mandatory Fees, tuition charges or additional costs charged by an Eligible Educational Institution including, but not limited to room or board, supplies, or any application, entrance, parking, technology, athletic, studio, fees or fines are not eligible for payment under the Program or distribution under any Contract. Distribution to Eligible Educational Institutions requested in any form other than Semester Credit Hours (including Quarterly Payment and Clock Hour calculations) will be converted by the Program using a formula prescribed by the Board with guidelines from the Free Application for Federal Student Aid ("FAFSA") for the current Academic Year.

B. Notification of Intent to Enroll: A Beneficiary who intends to begin using Contract Benefits at the start of an Academic Year must notify the Program by returning the Intent to Enroll Form signed by both the Purchaser and the Beneficiary 60 days prior to the start of the Academic Year.

C. Payment to Eligible Educational Institutions: Any distribution of Contract Benefits by the Program on behalf of a Beneficiary will be paid directly to the Eligible Educational Institution to which the Beneficiary has submitted an Intent to Enroll Form.

D. Conditions of Payments to Eligible Educational Institutions: A distribution of Contract Benefits will be made only after the Program determines:

1. The chosen institution is an Eligible Educational Institution.
2. The requested Contract Benefits distribution has been converted to Credit Hours, if the request is from an institution based on Quarterly Payments or Clock Hours.
3. The Program has established third-party billing for each out-of-state and private Eligible Educational Institution in order to distribute Contract Benefits to the chosen institution and the required Private or Out-of-State Processing Fee has been paid (See Program Fee Chart). If the Eligible Educational Institution will not accept third-party billing from the Program, the Beneficiary must submit a Request for Tuition Payment to an Eligible Private or Out-of-State Institution Form to the Program along with proof of enrollment in the form of a letter, transcript, or enrollment certificate including the Semester Credit Hours Contract Benefits requested to be distributed from the Eligible Educational Institution acceptable to the Program and the Program will then issue payment directly to the Eligible Educational Institution. The Beneficiary is responsible for any reimbursement from the Eligible Educational Institution for any direct payments made to the Eligible Educational Institution.
4. Should a Prepaid Tuition Contract have Credit Hours remaining after a qualified beneficiary has graduated with an undergraduate degree, those Credit Hours may be applied toward tuition for graduate-level studies at an Eligible Educational Institution at the undergraduate rate provided the remaining Credit Hours are used prior to the original Contract Expiration Date. Payments authorized toward graduate-level work may not exceed the amount that would have been paid towards undergraduate credit hours and may not exceed the usage time limit of the original Contract.

Beneficiaries must submit their request for graduate tuition payment on the Graduate School Provision form provided by the Program and may be asked to provide proof of undergraduate degree attainment.

E. Deferment of Benefits: A Beneficiary who does not intend to begin using Contract Benefits during the stated Benefit Use Year must submit a Deferment of Benefits Form signed by the Purchaser which indicates reason for deferment. All Deferment of Benefits forms must be submitted at least 60 days prior to the start of an Academic Year.

F. Reinstatement of Contract Benefits: Requests to reinstate the use of deferred Contract Benefits should be submitted on an Intent to Enroll Form at least 60 days prior to the start of the academic Semester in which the Beneficiary will commence use of Contract Benefits.

G. Term of Contract Benefit Use: Distributions will not be made more than two years before the date of the specified Benefit Use Year unless the Beneficiary is a senior in High School and enrolls in an Eligible Educational Institution before that date and provides proper documentation of enrollment acceptable to the Program, and an Intent to Enroll Form to the Program. Commencement of distributions will not be made later than six years from the original Benefit Use Year excluding any period during which the Beneficiary was (1) on active duty in the Armed Services of the United States; or (2) actively serving or participating in a charitable, religious, or public service assignment or mission after the expected date of Matriculation. Documentation evidencing the acceptable service must be provided to the Program Administrator for extension of the term of the Contract. In addition, if Beneficiary has not applied for and received an extension of benefit usage as outlined in (1) or (2) above, the Contract benefits may not be used past 6 years post high school graduation.

H. Forfeiture of Contract: The Program may Terminate the Contract if there is no activity on the Contract in the 6 years after the Beneficiary graduates from High School and no notification of intended usage or request for extension to the term of the Contract has been received by the Program. Written notification of the forfeiture of Contract will be sent by the Program to the Purchaser, Beneficiary, and any Purchaser's Legal Successor. Parties will have 60 days to respond from the date

of the mailing. **Failure to respond within the time given will result in the rights to distribution of Contract Benefits being forfeited and the Contract Terminated.** The balance of payments made, minus any Program Fees will be refunded to the Purchaser.

I. Tax Implications: The Program is not responsible for any taxes imposed as a result of (1) the Contract, (2) any contributions made to the Contract, or (3) Contract Benefit distributions made from the Contract. Purchaser and Beneficiaries are urged to consult their own tax advisor.

10. TERMINATION AND REFUNDS

A. General Rules: All Terminations, Qualified, and Non-qualified Refunds will be made in accordance with State law, Program policies and rules, and IRS Code Section 529, including:

1. Qualified Refunds will be made by the Program only for the amount held in the Program for a minimum of three years or such shorter time period as may be imposed by state or federal laws, regulations or policies or approved by the Program Administrator. This three-year time limit does not apply to Non-qualified Refunds.

2. The Program may charge Program Fees which may include penalties in connection with a Qualified or Non-qualified Refund (see Program Fee Chart). The Program will deduct all such Program Fees prior to a Qualified or Non-qualified Refund being issued.

3. At the direction of the Purchaser, the Program will make Qualified or Non-qualified Refunds to the purchaser, or transfer remaining balances to another Nevada Prepaid Tuition Contract or an alternate 529 Plan account.

4. The Board will set an annual rate of interest on Qualified and Non-qualified Refunds (see Program Fee Chart).

5. The Board will provide a Qualified or Non-qualified Refund only after deducting Contract Benefit payments the Trust Fund made on behalf of the Beneficiary. A Qualified or Non-qualified Refund amount shall not exceed the total amount paid by the Purchaser pursuant to the Contract, with the interest on the adjusted amount (Qualified Refunds only) in accordance with the applicable rates established by the Board in the year in which the request is made. (see Program Fee Chart). A Non-qualified

Refund amount shall not exceed the total amount paid by the Purchaser.

6. Qualified and Non-qualified Refunds and Termination disbursements will be made as soon as practicable following the end of the calendar month of the request to a Purchaser who has agreed to accept in full satisfaction a Qualified Refund, Non-qualified Refund, or Termination claim. The amount will not exceed the total amount paid by the Purchaser pursuant to the Contract as of the last business day of the calendar month.

7. Qualified and Non-qualified Refund amounts may be set by the Board at a rate lower than 100% of the Total Contract Price if the Board, in its sole judgment, determines that any such refunds would jeopardize the actuarial soundness of the Fund. If the Board institutes such a policy, a purchaser will have the option to (1) accept an amount determined by the Board, which may be less than the cumulative Monthly Purchase Amount or Lump Sum paid by the Purchaser pursuant to the Contract; or (2) choose to wait until the market value of the Trust Fund is sufficient, in the sole judgment of the Board to provide a Qualified or Non-qualified Refund equal to 100% of the cumulative Monthly Purchase Amount/Lump Sum made by the Purchaser. No representation is made regarding the timing when the market value of the Trust Fund will achieve a level of adequacy to provide 100% refund values.

8. Qualified and Non-qualified Refund and Termination requests must be submitted on the Refund Request Form provided by the Program, be notarized, and a Program Fee will be assessed for Non-qualified Refunds (see Program Fee Chart).

B. Termination:

1. Voluntary Termination by Purchaser:

The Contract may be terminated upon written request, on the prescribed Refund Request Form, to the Program by the Purchaser (or, in the case of death or Disability of the Purchaser, the Purchaser's Legal Successor or estate appointee with acceptable documentation provided to the Program). A Termination Fee will be charged (see Program Fee Chart). Once a Contract is requested to be terminated and action has been taken to terminate the Contract, it may not be reinstated for any reason.

2. Death or Disability: Upon submittal of a Refund Request Form and acceptable documentation of the death or Disability, the Program will issue a Qualified Refund of the cumulative Monthly Purchase Amount or Lump Sum paid into the Contract, less any Program fees and contract benefits distributed on the Beneficiary's behalf. Interest will be applied to the balance in accordance with the applicable rates established by the Board in the year in which the refund request is made (see Program Fee Chart). Under conditions established in Section 6.C, a new qualifying Beneficiary may be named in substitution of a Qualified refund.

3. Scholarship: Qualified Refunds for full scholarships that make the Contract Benefits of a Prepaid Tuition Contract unusable for undergraduate studies must be requested in writing. Documentation must be provided by the educational institution or authority issuing the scholarship and the documentation must be acceptable to the Program Administrator. If acceptable documentation is provided within the required timeframe and approved by the Program Administrator, the Program will amend the Contract to change the identity of the Beneficiary of the Contract under the conditions provided in Section 6.B or 6.C, or the Purchaser may choose to terminate the Contract pursuant to Section 10.B and receive a Qualified Refund. The Program may waive Program Cancellation Fees. The Beneficiary may also contact the Prepaid Tuition Program office for detailed information on program rules of using undergraduate program hours for graduate level coursework before the Contract is cancelled.

4. Non-payment: The Program will terminate the Contract and no Qualified or Non-qualified Refund will be issued if the Purchaser fails to make the necessary payments and the outstanding Program Fees exceed the Monthly Purchase payments and Program Fees already paid.

5. Forfeiture or Term: The Contract will be terminated if the Contract Benefits are forfeited because the term of Contract Benefit use has expired or the age of the Beneficiary now exceeds the Program maximum (see Section 9.G). The Program will pay the Purchaser a

Non-qualified Refund to the extent the Lump Sum or cumulative Monthly Purchase amount paid into the Contract exceeds cumulative Contract Benefits paid out (if any) under the Contract. A Termination Fee will apply.

6. Fraud: The Program will terminate the Contract and issue a Non-qualified Refund to the Purchaser made up of the Lump Sum or cumulative Monthly Purchase amount paid by the Purchaser, less a Termination Fee, Fraud Penalty and any cumulative Education Benefits paid out, if any of the following have been fraudulently stated on an enrollment form or otherwise:

- a. The age of the Beneficiary;
- b. The grade of the Beneficiary;
- c. The Academic Year in which the Beneficiary (stated benefit use year) is to receive Educational Benefits under the Contract;
- d. The Social Security Number or Taxpayer Identification Number of the Purchaser or Beneficiary is invalid;
- e. The residency of the Purchaser, or the Purchaser's academic background, at the time the Open Enrollment Form is submitted to the Program; or
- f. Other matters as determined by the Program Administrator.

7. Actuarial Unsoundness: An actuarial valuation study of the Program shall be made annually by a certified actuary. If this actuary determines that the Program does not have sufficient funds to ensure the actuarial soundness of the Program and the Board reasonably determines there will be an insufficient number of new Contracts in the future with reasonably predictable terms to ensure the actuarial soundness of the Program, the Program may provide Qualified and Non-qualified Refunds at a reduced rate, may pay Educational Benefits at a reduced rate, or may Terminate all Contracts and prorate the assets of Program among the existing Contracts. If the Trust Fund is liquidated, the amount to be returned is uncertain and could be less than the Purchaser's contributions. Upon termination of the Program pursuant to this subsection, the Program may stop providing Contract Benefits

from the Program and will pay Non-qualified Refunds determined as follows:

- a. The Program will calculate the Contract's "asset value", which is the Lump Sum or cumulative Monthly Purchase Amount paid by the Purchaser, less any Contract Benefits or Qualified or Non-qualified Refunds paid by the Program, less any Program Fees due and payable to the Program; or
- b. A percentage of the amount of the total Trust Fund assets after liquidating all of the Trust Fund investments. The percentage is determined by dividing the asset value of a given Contract by the asset value of all Program Contracts combined. This Non-qualified Refund shall be applied, at the option of each Purchaser, either toward the purposes of this Contract on behalf of the Beneficiary or paid to the Purchaser.

8. Cancellation by the Program for Failure to Provide Information: The Program may cancel a Contract immediately and charge a Termination Fee, if:

- a. The Purchaser fails to provide within 90 days of a written request from the Board any reasonable information relating to a Contract.
- b. The Purchaser fails to provide a valid Social Security Number or Taxpayer Identification Number for the Beneficiary within six months after the date a Contract is accepted.
- c. The initial payment in either a Lump Sum or Monthly Purchase option is dishonored.
- d. The Purchaser fails to comply with the terms of the Contract (other than failure to make a Monthly Purchase Amount payment by the monthly due date) and does not correct such failure within the time period provided in this Master Agreement.

9. Three Day Cancellation: The Purchaser may cancel his/her Open Enrollment application within three business days after the Program receives the Open Enrollment Form. The Program will return all payments to the Purchaser, including the Enrollment Fee. No Termination Fee will be charged.

C. Qualified and Non-qualified Refunds: The Program will calculate the amount of any Qualified or Non-qualified Refund pursuant to the terms of this Master Agreement. The Qualified or Non-qualified Refund amount paid is based on the Lump Sum or Monthly Purchase Amount paid by the Purchaser on the Contract to date less any Program Fees due and payable, and any Educational Benefits already paid on behalf of the Beneficiary:

1. Non-Qualified Refund Due to Bankruptcy: If a Non-qualified Refund is requested by the Purchaser due to bankruptcy, the Purchaser must provide the Program with a copy of the bankruptcy filing. The Contract will be valued as provided in Section 10.B.7 and the value will be equal to the calculated asset value of that provision.

2. Rollover of Qualified and Non-qualified Refund: The Purchaser may choose to have any Qualified or Non-qualified Refund administered as a rollover to a qualified 529 Plan. Rollovers between 529 Plans for the same Beneficiary or a new Beneficiary must provide acceptable documentation as detailed in Section 5.C. The Qualified or Non-qualified Refund must be re-invested within 60 days and the Beneficiary of the accepting plan must be an eligible Family Member. Rollover requests must be submitted on a completed Rollover Request Form provided by the Program. Requests that do not meet these requirements will be considered under Section 10.B Terminations.

3. Tax Implications: The Program shall not be responsible for any state or federal taxes imposed on the Purchaser, the Beneficiary, or otherwise in connection with any Qualified or Non-qualified Refund, including the 10 percent penalty tax payable to the IRS in connection with a Non-qualified Refund. The Program sends a tax document to recipients of Qualified and Non-qualified Refunds and any distributions made during the calendar year as required by the IRS. The tax document details the gross distribution, gain (or loss), and the basis of all distributions.

D. Appeals: Appeals of Cancellation, Terminations, and Qualified and Non-qualified Refunds must be made in writing to the Program Administrator by a Purchaser within 30 days of a notice by the Program to cancel or Terminate a

Contract. Appeals of cancellations, Terminations, assessment of Program Fees and special petitions for conversions and waivers will be decided by the Program Administrator. An aggrieved party may appeal the decision of the Program Administrator to the Board by the filing of a written request within 30 days of the notice of denial of appeal by the Program. The Board will conduct a review of the merits of the appeal and render final decision at the Board's next regularly scheduled meeting.

11. CONTRACT AMENDMENT AND CONVERSION

A. Contract Amendments and Plan Conversion: The Purchaser may request the conversion of a Contract either for method of payment or for selection of Plan. The Purchaser must submit the request on a Contract Conversion Form and all required Program Fees and any additional sum the Program determines in its sole judgment to be necessary as a result of the conversion or amendment in the interest of maintaining the Actuarial Soundness of the Trust Fund. The Contract in question must meet the following criteria:

1. No Contract Benefits have been disbursed pursuant to the Contract;
2. The Purchaser is not in default on the Contract;
3. The Contract has not otherwise been Terminated; and
4. The Plan requested must have been available for the Open Enrollment year the Contract was purchased.

B. Fees and Costs: Amendments to the method of payment (Section 7) and conversion from one Credit Hour Plan (Section 3) to another will likely have Contract price implications to the Purchaser. The Program will determine the change in Total Contract Price, change in monthly payments (where applicable), the proposed amendment/conversion will impose, and provide new Contract documents to the Purchaser detailing the changes prior to the due date of the first new payment. The Purchaser may choose to pay any difference in plan cost either in a Lump Sum or through an amendment in the remaining Monthly Purchase Amount payments. Applicable Program Fees and interest will apply.

C. Non-qualified Refunds Due to Conversion: Any Non-qualified Refund amount due to

conversion to a lower cost Plan will be made by the Program as soon as practicable following the end of the calendar month.

12. OPERATION OF THE FUND

A. Higher Education Prepaid Tuition Trust Fund: Amounts received from Contracts under the Nevada Prepaid Tuition Program are commingled and held by the Board of Trustees of the College Savings Plans of Nevada and/or invested in the Higher Education Prepaid Tuition Trust Fund. The Trust Fund consists of payments received pursuant to a Contract; any bequest, endowment, or grant funds from the federal government; and any other public or private sources of money. The Program will not separately invest amounts paid under an individual Contract, but will maintain records showing the Purchaser; the Beneficiary; the amounts paid; the type of Plan purchased; and any distributions of Contract Benefits, Program Fees (already paid, as well as due and payable), and Qualified and Non-qualified Refunds (to date or pending) in connection with the Contract.

B. Program Administrator: As the Administrator of the Program and Trust Fund, the State Treasurer's Office maintains the financial records and any associated accounts of the Trust Fund.

C. Investment and Use: The Program is permitted to invest amounts paid under the Contracts in accordance with State law and any Investment Policies of the Board. The current Investment Policy can be found online on the website maintained by the Office of the State Treasurer.

D. Investment Not Subject to Direction: Contract Purchasers and Beneficiaries may not direct the investment of amounts paid to or otherwise held by the Program in connection with any Contract.

E. Use: The Program may apply amounts received under the Contracts on a commingled basis to pay for or reimburse the State Treasurer's Office for administrative expenses in connection with the Program.

F. Reserve: As part of the Contract pricing, the Program will accumulate amounts as a stabilization reserve available to pay immediate obligations of the Program if the Program does not otherwise have revenues at any particular point in time sufficient to pay such obligations.

G. Annual Analysis: In accordance with State law, the Program undertakes an annual valuation study using a certified actuary to determine the actuarial soundness of the Program and conducts an annual audit using a certified public accounting firm. The results of the actuarial valuation are used to determine the price of future Contracts and stabilization reserve embedded in the Contract pricing. The reports are available to the public on the website maintained by the Office of the State Treasurer.

H. Fund Termination: If the Board determines (in its sole judgment) that the Program is not financially viable, or for any other reason determines that the Program shall be terminated, the Board will cease to accept any further Contracts and notify all current Contract Purchasers of the plan for final disbursements (as a Non-qualified Refund to the Purchaser or the Beneficiary) from the Trust Fund as outlined in Section 10.B.7.

I. No State Guarantee: The Nevada Prepaid Tuition Program is not guaranteed by the State of Nevada and is not an obligation of the taxpayers of the State. The Contract is not an obligation of the State of Nevada and neither the full faith and credit nor taxing power of the State is pledged directly or indirectly or contingently, morally or otherwise, to the payment of Contract Benefits or a Qualified or Non-qualified Refund from the Contract. The Board cannot directly or indirectly or contingently obligate, morally or otherwise, the State to levy or pledge any form of taxation whatsoever, or to make any appropriation for the payment of the Contract or Qualified or Non-qualified Refund.

13. MASTER AGREEMENT AMENDMENTS

A. Changes in Contract Prices: Prices are based in large part on actuarial assumptions established on an annual basis and such prices may be changed in the future annually by the Board, at its sole discretion.

B. Entire Agreement: This Master Agreement is considered a part of all Contracts and represents the entire understanding of the parties.

C. Invalid Provisions: If any portion of this Master Agreement or Contract shall be found to be invalid or unenforceable by any court, that portion shall be severed from this Master Agreement and/or

Contract and the remainder will remain in full force.

D. Captions: The captions in this Master Agreement and any Contracts are for convenience only and in no way limit the intent of any provision of this Master Agreement or any Contracts.

E. Amendment to Contracts and Master Agreement: The Board reserves the right to amend any Contract to the extent required by law, or to the extent necessary or desirable in order to preserve favorable tax treatment under federal and state law, or for reasons in the interest of the Purchaser and the Program to make technical corrections. The Board may in future years unilaterally amend this Master Agreement or individual Contracts if necessary to make reasonable changes including, but not limited to, administrative procedures, Program Fees (as listed in Section 8. P.), and methods of calculation of Contract prices. Any such changes shall be implemented across all Contracts affected by the amendment. Purchasers choosing not to be bound by any such Contract changes may elect to terminate the Contract and receive a Non-qualified Refund, which may include Program Fees imposed by the Board. Master Agreements are published on the Nevada Prepaid Tuition webpage on the website maintained by the Office of the State Treasurer.

14. GENERAL TERMS

A. Judgment or Attachment: It is the intent of the parties that the right to Contract Benefits or Qualified and Non-qualified Refunds shall not be subject to any attachment, garnishment, seizure, or attachment by creditors of the Purchaser or Beneficiary.

B. Tax Considerations: The Contract is offered pursuant to Nevada Revised Statutes ("NRS") 353B and the Nevada Administrative Code ("NAC") 353B promulgated under these statutes. The Contract is intended to qualify for the tax benefits described and required in IRS Code Section 529. The Program is not liable for the effect of any state or federal taxes on any transactions or activity in conjunction with the Contract. Potential Purchasers are strongly advised to consult their own tax advisor.

C. Arbitration: Any controversy or claim arising out of or relating to a Program Contract and this Master Agreement, or breach, Termination, or questions relating to the validity thereof, shall be

settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

D. Attorney Fees: Except as otherwise provided by law or the Contract and this Master Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and the prevailing party's reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall be not more than \$425 per hour.

E. Liability Limitations: The State and the Board will not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Damages for any breach shall never exceed the amount of accrued financial obligations to either party under this Contract at the time of breach.

F. Prevention of Performance of Contract: Neither the State nor the Board nor the Program Administrator shall be deemed to be in violation of any Contract or this Master Agreement if prevented from performing any of their obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event, the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

G. Failure to Declare Breach: Failure to declare a breach or the actual waiver of any particular breach of any Contract or its material or non-material terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

H. Sale of Contract: A Contract may not be sold for any reason. A Contract may not be used as security for any loan.

I. Impact on Financial Aid: The Program cannot determine and makes no representation as to what effect, if any, a Contract may have on the current or

future state, federal, institutional, or private financial aid eligibility of any student Beneficiary.

J. Student Eligibility: Purchase of a Contract or participation in the Program, including being named as a Beneficiary under a Contract, does not constitute a guarantee or a promise by the Program or the State that a Beneficiary will be admitted to any or a particular Eligible Educational Institution, or be allowed to continue to attend an Eligible Educational Institution after having been admitted, or will graduate from an Eligible Educational Institution.

K. Nevada Law: The Contract is to be interpreted under the laws of the State of Nevada. All parties consent to the jurisdiction of Nevada's district courts for enforcement of the Contract and this Master Agreement. The provisions of NRS 353B and NAC 353B, as amended from time to time, are incorporated into and govern the interpretation and performance of this Master Agreement and individual Contracts.

L. Notices to Program: Notices to the Program must be sent by mail to:

Nevada Prepaid Tuition
Office of the State Treasurer
555 East Washington Avenue, Suite 5200
Las Vegas, NV 89101

M. Records: Records for the Program shall be subject to the public disclosure laws of the State. Individual Contract records shall be subject to the privacy policy of the Board.

N. Forms: Electronic forms and signatures may be accepted at the discretion of the Program Administrator. All forms are available on the website maintained by the Office of the State Treasurer or by contacting the Nevada Prepaid Tuition Office:

Nevada Prepaid Tuition
Office of the State Treasurer
555 E. Washington Avenue, Suite 5200
Las Vegas, NV 89101
PrepaidTuition@NevadaTreasurer.gov
Phone (888)477-2667(toll free) or
(702) 486-2025
Fax (702) 486-3246

Program Fee Chart

<u>Type of Fee</u>	<u>Amount</u>
Non-refundable Enrollment Fee	\$100
Document Replacement Fee (for example, a payment coupon book)	\$ 7
Late Fee for Lump Sum Plans	\$ 15 for 1 st month (plus 1% per month of outstanding balance for additional months)
Late Fee for Monthly Plans	\$ 15 per month
Delinquency Fee on any payments over 90 days past due (applied to overdue amount)	6.25% per annum
Out-of-State School Processing Fee	\$ 25
Payment Option Change Fee	\$ 20
Plan Conversion Fee	\$ 20
Change of Purchaser Fee	\$ 20
Dishonored Payment Fee	\$ 25
Change of Beneficiary Fee	\$ 20
Contract Termination Fee	\$100
Fraud Penalty	\$250
Interest on Monthly Payment Option	6.25%
Early Pay-off Discount	6.25%
Interest on Refunds	0%

NOTE: The Board, in its sole discretion, may change existing Program Fees or impose future administrative fees without notice. Program Fees are always published in the Program's Master Agreement located on the website maintained by the Office of the State Treasurer.

The Board of Trustees of the College Savings Plans of Nevada

Zach Conine – State Treasurer, Chair

Andrew Clinger - Chancellor of the Nevada System of Higher Education Designee

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Jeffrey Haag - Governor Appointee

Andrew Martin - Governor Appointee

Program Office

Mailing Address:

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Fax: 702-486-3246

Email: PrepaidTuition@NevadaTreasurer.gov

Payment address:

Nevada Prepaid Tuition
PO Box 844490
Los Angeles, CA 90084-4490

A potential Purchaser should consider the objectives, risks and expenses associated with the Program before participating. This Program Description and Master Agreement contain important information and should be read carefully before making a decision about the Program. If a Purchaser or Beneficiary is not a Nevada resident or taxpayer, they should consider whether their home states offer 529 plans that would provide state tax and other benefits that are not available by participating in the Nevada Prepaid Tuition Program.

Contracts in the Program are not an obligation of the State of Nevada and neither the full faith and credit nor taxing power of the State is pledged directly, indirectly, or contingently to payment of the Contracts. Contracts are secured solely by the assets in the Trust Fund, which are not insured by the FDIC, Federal Reserve, the State of Nevada, the Board, the Nevada Treasurer, or any other government agency. The Board cannot directly or indirectly or contingently obligate morally or otherwise, the State to levy or pledge any form of taxation whatsoever or to make any appropriation for the payment of the Contract.