

Zach Conine
State Treasurer



Members
Donna Stanfel
Robin Hager
Michael Rankin
Lisa Cano Burkhead

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 21, 2023, 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, Suite 4
Carson City, NV 89701

Meeting Link: <https://us06web.zoom.us/j/86794391039?pwd=K3VhSGhya0hLSityd3c2OFRBNnFWZz09>

Meeting Dial-in: +1 253 215 8782

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 23, 2023.
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, 2023.
5. **For possible action to approve:** the Putnam 529 for America program manager's report for the quarter ended June 30, 2023.
6. **For possible action to approve:** the Nevada Prepaid Tuition Program activity report for the quarter ended June 30, 2023.

Discussion Agenda

7. **For discussion:** Putnam Investments presentation on the 2023 investment review for the Putnam 529 For America Plan.
8. **For discussion:** Wealthfront presentation on the 2023 investment review for the Wealthfront 529 College Savings Plan.
9. **For discussion:** Update regarding JP Morgan SSGA Transition.
10. **For discussion and possible action:** USAA 529 Distinguished Valor Matching Grant Program eligibility updates.
11. **For discussion and possible action:** the Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended June 30, 2023.
12. **For discussion and possible action:** the Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended June 30, 2023.
13. **For discussion and possible action:** Nevada Prepaid Tuition Contract Pricing and Fee Schedule, including approval of an incentive initiative in recognition of the Program's 25th anniversary for a cost not to exceed \$75,000 to be paid by the Trust Fund.
14. **For discussion and possible action:** Nevada Prepaid Tuition 2024 Master Agreement and Program Description.
15. **For discussion and possible action:** Investment Policy Statement for the Nevada 529 Plans updates.
16. **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.

17. **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 21, 2023

**Item: Minutes of the College Savings Board of Trustees
meeting of June 22, 2023**

Fiscal Impact: None by this action.

Summary:

The minutes of the June 22, 2023, Board meeting have been prepared and are complete for review and approval.

Staff Recommended Motion:

To approve, as stated or amended, the minutes of the June 22, 2023, College Savings Board of Trustees meeting.

THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

MINUTES OF BOARD MEETING

Thursday, June 22nd, 2023

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

Board members present:

Chairman Treasurer Zach Conine
Andrew Clinger- Excused
Robin Hager
Donna Stanfel
Lisa Cano Burkhead- Discussion Agenda only

Others present:

Kirsten Van Ry, Chief of Staff
Lori Hoover, Chief Deputy Treasurer
Tya Mathis-Coleman, Deputy – College Savings
Greg Ott, Chief Deputy Attorney General
Blanca Platt, Treasurer's Office
Kristina Ramirez, Treasurer's Office
Naomi Nevers, Treasurer's Office
Troy Watts, Treasurer's Office
Mary Giandjian, Treasurer's Office
Itzel Fausto, Treasurer's Office
James Sparks, GRS Consulting
Kay Cesarani, Meketa Investment Group Inc.
Kevin McLaughlin, Meketa Investment Group Inc.
Thomas Hewitt, Ascensus
Mannik Dhillon, Victory Capital
Lance Humphrey, Victory Capital
Caroline Churchill, Victory Capital
Shan Dagli, Victory Capital
Randi Ussery, Victory Capital
Thomas Allman, Victory Capital
Lela Dunlap, Victory Capital
Jennifer Fuentes, Victory Capital
Scott Kefer, Victory Capital
Courtney Kairer, Vanguard
Andrea Feirnstein, AKF Consulting
Johnny Saldana, Ascensus
Tricia Scarlata, JP Morgan
Brian Gikes, JP Morgan

Douglas Polak, JP Morgan
Greg Porteous, JP Morgan
Jordan Lee, Backer
Nikki Williams, Wealthfront
Stewart Duffield
Caitlyn Robinson

1. Roll Call

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

2. Public Comment.

Chief of Staff Kirsten Van Ry in Las Vegas commented that on Wednesday, May 31, it was announced that Franklin Templeton entered into an agreement to acquire Putnam Investments. The transaction is expected to close in the fourth quarter of 2023. She stated they are working with their partners at Putnam to determine the impacts this transaction may have to their partnership with Putnam and will keep the Board apprised. Judy Minsk, Director of Investment Strategies at Putnam is available to answer any questions the Board may have. There were no further comments.

Consent Agenda

- 3. For possible action to approve:** the minutes of the College Savings Board of Trustees meeting of May 19, 2023.
- 4. For discussion and possible action:** the Ascensus program manager's report encompassing results for Vanguard, USAA, SSgA Upromise, and Wealthfront 529 plans for the quarter ended March 31, 2023.
- 5. For discussion and possible action:** the Putnam 529 for America program manager's report for the quarter ended March 31, 2023.
- 6. For discussion and possible action:** the Nevada Prepaid Tuition Program activity report for the quarter ended March 31, 2023.

Motion to approve this consent agenda from Member Hager and a second from Member Stanfel. Motion passed unanimously.

Discussion Agenda

Member Cano Burkhead was present beginning agenda item 7 but not for the consent agenda.

- 7. For discussion:** Victory Capital Management presentation on the 2023 investment review for the USAA 529 Education Savings Plan.

Mannik Dhillon with Victory Capital presented the 2023 investment review. They are not recommending any changes; however, they have made meaningful enhancements to the asset allocation and underlying funds over the last couple years that have made an impact within the plan and investors. He introduced Scott Kefer from Victory Capital. They are adding resources internally to the USAA 529 Education Savings Plan where Mr. Kefer will be leading the distribution efforts, management, and marketing outreach. Mr. Kefer is an Investment Professional and has been with the firm over 20 years. He was the Senior Portfolio Manager for their Solutions Business and now is turning his focus to this plan.

Lance Humphrey with Victory Capital provided an overview of their materials. He reminded that their plan underwent two significant changes in both 2021 and 2022. Following their detailed analysis, they are not recommending changes to the plan at the current time. They do think that the plan has continued to be well set up for participants and feel comfortable where they are positioned. He reviewed the key pillar when making changes and how they have impacted the plan participants. He noted it is important to review the overall glidepath which is the mix between stocks and bonds in the various stages of the plan. He reviewed that last year when they came to the Board to recommend a change to increase the equity allocations across the glidepath on some of the portfolios that are nearer to the college date. They also looked at the overall asset class selection and in 2021 they made a notable step to add a new asset class to the plan which was an alternative income exposure and allocated through the Victory Market Neutral Income Fund. Looking back, it was the single best performing line item in the plan and provided what was intended. He noted that last year it was a time where both the stock market and bond market had experienced significant losses in certain parts of the year, therefore providing this type of fund that is not correlated to stocks or bonds and providing consistent return stream was beneficial to the holdings. He reviewed they also look at portfolio construction ensuring they have a proper level of diversification and that the funds asset classes they implement are contributing to the overall correlation of the portfolio. An example he noted that in 2021 they made some modifications to the credit quality within the fixed-income portion of the portfolio where they increased a bit of their weighting such as government related securities to alter that mix. He reviewed one of the last steps is the overall fund selection and once they have decided the overall asset classes they want to invest in, they determine which funds they want to populate in those slots. He noted that last year they replaced the Victory Growth Fund with the Nasdaq 100 Index Fund which has been an outstanding change. He concluded that they feel strong in the overall portfolio.

This is an informational item and therefore did not require a vote of members.

8. For discussion: Staff update regarding JP Morgan SSGA Transition

Ms. Van Ry provided a brief overview of this report. She informed the Board that they we are on track to finalize the agreement and get it signed by all parties by end of day. She stated they also finalized the Program Description, brochures, one-pagers, and other collateral pieces. They will provide these in bulk at the next meeting. She expressed their excitement to launch and thanked their partners at Ascensus and JP Morgan for their hard work over the last year.

Tom Hewitt with Ascensus noted that the conversion starts this weekend and are excited. He stated it's been a great collaborative effort and noted they have a 114-point plan. He discussed the launch within the weeks ahead. Today is the last day they accept any transactions and will indicate on the website throughout the plan transition. They will begin running conversion jobs where they do three practice runs live and start audit reports for data clean up. On the weekend they will ensure

everything is running as expected. They will have a final checkpoint before they go live and will open the site live on Monday with Future Path. He reviewed there is still cleanup steps but provided an update of what's to come.

Treasurer Conine thanked Mr. Hewitt, his team, and Ms. Van Ry for all the work. He looks forward into getting updates over the weekend within the transition.

This is an informational item and therefore did not require a vote of members.

- 9. For discussion and possible action:** the Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended March 31, 2023.

Kay Cesarani with Meketa presented the Prepaid Tuition Investment Monitoring Report for the quarter ending March 31, 2023. She began the presentation on page 76 of the materials. She noted it finished the quarter with \$372.7 million which was up by \$17.3 million for the quarter. It outperformed its policy benchmark in return 5.6 versus 5.4. She noted it's still lagging over the 1-year period but overall, its outperformed by 20 basis points for the longer-term periods and the most recent period. She reviewed that the individual managers have performed in line or matched their benchmark. The markets have been more volatile over the most recent quarter but has been positive except for commodities. There aren't any international equities in this portfolio, but international markets did outperform US for the quarter although it has reverted to the US outperforming year to date through May.

Motion to approve this agenda item from Member Hager and a second from Member Cano Burkhead. Motion passed unanimously.

- 10. For discussion and possible action:** the Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended March 31, 2023.

Kevin McLaughlin provided brief highlights of the 529 College Savings Plans Investment Monitoring Report for the quarter ending on March 31, 2023. He began the presentation with page 94 of the materials. He noted that currently one fund from Putnam is on watch status and one additional fund qualifies for watch status. The Income Fund needs to remain on watch status while the Putnam Growth Opportunities Fund newly qualifies for watch status. The Putnam Growth recently changed its name to the Putnam Largecap Growth Fund. Its relative performance falls below the medium-term criteria meaning its rolling 36-month excess return is falling below the -1.50% for six consecutive months which is the reason as to why they are recommending this fund to be on watch status. Additionally, there are two that remain on watch such as the Vanguard STAR Fund and the Vanguard US Growth Admiral Fund. He noted that the STAR Fund technically doesn't qualify anymore but recommend leaving it on watch status for one more quarter to ensure that outperformance continues. He reviewed that one fund from the SSgA Upromise Plan remains on watch status which is the SPDR FTSE International Government Inflation-Protected Bond ETF, and no additional funds qualify. Lastly, the Wealthfront 529 College Savings Plan does not have any funds that qualify for watch status and does not have any funds on watch either. He concluded stating that all funds have positive absolute returns and are outperforming their benchmarks with the exception of the first two funds that were discussed.

Ms. Cesarani added that all but one of the funds are in the top quartile of their respective peer group. She noted that on the most recent period, performance is good relative on an absolute basis as well as versus peers.

Motion to approve this agenda item from Member Stanfel and a second from Member Cano Burkhead. Motion passed unanimously.

- 11. For discussion and possible action:** 2023 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

Tya Mathis-Coleman Deputy Treasurer of College Savings presented the 2023 Memorial Scholarship history and applicants. She stated that in 2011 the Nevada Legislature approved with Governor Sandoval where he signed into law Senate Bill 220 establishing the Kenny C. Guinn Memorial Millennium Scholarship. She noted that this scholarship trust fund is used for qualified GGMS Scholars each year with two in Northern Nevada and two in Southern Nevada who are majoring in elementary or secondary education with the intent of teaching in Nevada. While it directly serves award recipients, the scholarship also serves Nevada by keeping their best and brightest teachers in the state. She noted that students must satisfy the eligibility requirements for the Millennium Scholarship set forth in NRS 396.930, have a record of community service, be entering their senior year of college at an eligible institution, have a grade point average of 3.5 or higher, and have a stated commitment to teaching in Nevada upon graduation. She reviewed that this year the office received a total of 15 applications statewide and 10 of those met the requirements. She thanked her team at the Treasurer's Office for their work on this process and thanked the Guinn family for their commitment to education in this state. The office received two recommendations from the Guinn family which includes Samuel Self from the South and Emily Burton from the North.

Treasurer asked if there are recipient recommendations from the Board.

Member Cano Burkhead recommended Monique Raven in the South and Maddison Mead in the North.

Treasurer Conine confirmed that they have a total of four recommendations that being, Samuel Self and Monique Raven from the South, and Emily Burton and Maddison Mead from the North.

Treasurer Conine stated that every year they are blown away from the quality of these future educators in Nevada and are exceptionally happy to have. He thanked the Guinn family for their support.

Motion to approve this agenda item from Member Cano Burkhead and a second from Member Stanfel. Motion passed unanimously.

- 12. For discussion and possible action:** Nevada Prepaid 2017-2022 Experience Study Review and approval of Pricing for 2023-2024 Enrollment Period.

Treasurer Conine stated they made the decision to bring this whole process to the forefront as it is important to understand how they make these Prepaid Tuition decisions and wanted everyone to have as much transparency as possible.

Ms. Van Ry noted that they worked closely with Meketa Investments and GRS Consulting on the recommended assumptions provided by GRS in their presentation. There are two assumptions provided, one is the main focus of the presentation and the other is included in the appendices of the materials provided by GRS. Staff worked closely with these parties and all collectively agreed that utilizing these assumptions were in the best interest of the Program and its participants.

James Sparks with GRS Consulting stated he is the actuary that works for the Prepaid Tuition Program. He referenced page 241 of the materials. He provided a high-level overview of the 5-year Actuarial Experience Study within this plan and provided the pricing for the upcoming academic year. He stated that the goal is to provide affordable options for people to save for children to go to college. To have success in that goal is to always have money on hand to pay every benefit promised when due. The risk is that they will not know if they achieve that goal until the last benefit is paid which is where the actuary comes in to help manage the risk. They work with staff annually to develop the pricing for the upcoming academic year. They also do an annual evaluation to compare the assets the plan has to the future obligations or liabilities. The Program must ensure they are fully funded to pay those benefits. They must review their assumptions to be reasonable and make any updates as necessary. The Program has a funding policy used to make decisions for the plan if needed but this is a well-funded prepaid plan and haven't had to use the funding policy in the last few years. He discussed they have two sources of funding and two obligations that they must pay for the plan. They have the contributions that come into the plan where they agree on contract payments. The system uses those assets they have and invest overtime for the child until they reach the point of college. He noted the pricings of the plan is what develops the contributions that they will get. When they set the pricing, they always have two goals in mind. One is they ensure the price is enough money to be able to pay the future benefits but also have a mechanism to save affordably. This is why they update the pricing annually and incorporate a risk premium. Assumptions must be made to see how contracts will be utilized. He noted that Nevada does have a Predictable Pricing Program which assists in mitigating this risk within a 2 to 3 years to know how much tuition will cost.

He went over the Annual Actuarial Valuation where June 30th of every year they assess a comparison of the assets that the plan has. They compare to the obligations and liabilities for tuition payments in the future. The difference between the assets and the liabilities they refer to a surplus or a deficit. This plan is associated with surpluses going forward as they have more assets than liabilities. For this Annual Valuation they take all the information from the Program such as the demographics, provisions, actuarial assumptions, financial information, and funding policy. He stated that as of June 30th last year they had about 11,000 contracts in this plan, \$389 million in assets in present day, and compared to the liabilities they now have \$205 million as of this day. They have a surplus of \$184 million as of latest valuation. He expressed that the good news is that they have almost \$2.00 for every \$1.00 of expected liabilities in the future. Based on page 257 of the materials it compares the surplus, deficit, and funded ratio over the past 5 years. The surplus has increased significantly about \$100 million due to good experience with investment returns.

He reviewed the 2017-2022 Experience Study starting on page 258. He emphasized that not one set of assumptions is always going to match experience, however, the goal is to come up with assumptions that are as close to future experiences. Mr. Sparks reviewed the two main sections

within the study such as the economic assumptions and demographic assumptions. He noted that if they have aggressive measurements it could result in an overly optimistic representation of the funded status of the Program and potential overpricing of contracts. If they take a conservative approach then it could result in an overly pessimistic representation or potential overpricing of contracts. He noted that the economic assumptions shall be individually reasonable and consistent with one another. The selection of the price inflation assumption should be consistent with the selection of investment return and tuition increase assumptions. The recommended increasing price inflation assumption ranges from 2.25% to 2.50%. With the Predicatble Pricing Program that Nevada has, it's shown what the expected tuition increases for the next 3 years known increases that will occur in the future. The rate of future tuition increases for a 4-year university is 4.00% whereas it's 3.50% for 2-year community colleges for these assupmtions. For the price inflation assumption they look at forecasts annually such as the Congressional Budget Office, the Federal Reserve Banks, U.S. Department of the Treasury, and Social Security Trustees which is closer to the 2.00% to 3.00% range. Their reccomendation is to increase the price inflation assumption from 2.25% to 2.50%. He noted the factors in determination of a reasonable investment return assumption includes Program's asset allocation, future capital market expectations of a variety of investment consultants where they survey from 10-15 consultants, and put into a model to come up with the predicated expected return will be over the next time-period. Two key measurements are the short-term 10-year period and long-term 20-30 years and factors in determination of a reasonable investment return assumption of program assets allocation. They also take into account a wide range of time horizons of contracts.

He reviewed the June 2022 Investment Policy on page 270 showing that half the plan is in equities or stocks, 40% is in Fixed-Income, and 20% is in Covered Calls. They take that asset allocation shown and put it into their GRS Capital Market Assumption Modeler (GRS CMAM). He simplified that Modeler shown on page 272 of the materials and stated they had 11 investment consultants that they surveyed and noted that the expected nominal return net for all these consultants was about 7.00%. They then remove the assumptions that they had and put in the proposed assumptions of 2.5% which was in line with what they expected. He reviewed that in 2018 the Nevada Board of Regents adopted a method of determining future increases based on the Commonfund Higher Education Price Index (HEPI). Tuition rates for the next 3-to-4 years can be anticipated in advance which are developed by reviewing historical data published. In the 2023 Valuation and pricing is 5.20% assumption for the 2026/2027 academic year. Over the last decade, tuition increases have been about 2.00% to 3.00% a year which is lower than their 4.00% assumption. Since tuition has been growing slower than they assume it creates gain for the plan each year. However, due to the inflation in the last few years, they recommend retaining the 4.00% long-term tuition increase assumption for universities given the experience they've seen since 2010. Although, they plan to raise the assumption for the community colleges to match the university assumption. He proceeded to discuss the demographic assumptions focusing on the 4-year university plan results. Experience during the period 2017-2022 was consistent with expectations. There were small changes proposed to the pre-matriculation refund valuation assumption which had minimal impact on the results. In the first year that someone purchases a plan they see about 4.00% of contracts refunding and as they get closer to college that tends to decline. They have also seen contracts continue to refund 1-3 years after they have matriculated and gone to college whether they didn't use the contracts or dropped out. With this, they expect less contracts to be utilized in the future. Assumptions for these refunds are split between contracts purchased before and after the 2010 enrollment period. He reviewed that even though contracts purchased on or after the 2010 enrollment period only have 6 years to utilize benefits. Utilization assumptions for valuation purposes extend beyond the 6-year period to reflect lagging experience

observed in the valuation data. He explained that experience during 2017-2022 continued to show those who underutilize their contracts in the past do not “catch-up” in the future. For the proposed assumptions, it is no longer assumed contracts who have under-utilized in the past will make up that utilization later on. What they typically see is people use on average about 20-25 credits per year for the first 3-4 years and after that 4th year they tend to see a big decline in utilization showing the actual experience has been on average about 5-10 credits being used and slowly goes to zero at depletion of the contract. He reviewed if valuation assumptions correctly predict the number of credits a contract utilizes, biases in the actual dollar benefits paid can exist. He noted this was especially observed when a university contract utilized their benefits at lower priced community colleges. When they do the upcoming valuation, they will assume -5.0% bias load on the dollar payouts for university credit utilization. This assumption is not included in the pricing of new contracts otherwise if someone knows they will not be going to community college, they would be getting this 5.00% benefit to have those who do pay for cheaper college. He moved on to the estimated impact to valuation results where the assets in the plan didn’t really change as there’s a slight decrease. However, the liabilities in the plan decreased significantly shown as \$179.3 million. The funded status has increased quickly. The surplus of the plan would be about \$210 million, and the funded ratio would be about \$217 million. He emphasized that although the funded ratio is \$217.0 that doesn’t mean they are overpricing contracts by over 200.0%. They take lots of risks on the plan and have been able to beat that with better returns than expected. Contracts sold in 2021-2022 shows there’s a margin of about 17.6% to 18.0%. He explained that from those contracts sold, their funded status was about 117.0% which was aligned with the funding policy of the plan. The current pricing is still inline with the target as they take on risks and must have some margin in the pricing to guarantee payment of benefits in the future.

Lastly, he provided an overview of the upcoming pricing within the 2023-2024 Enrollment Period starting on page 309. Based upon the proposed economic assumptions, they’ll use the 5.25% interest rate, the known short-term tuition increases, and the 4% long-term assumption. He stated the pricing has risk premiums based upon the Board of Funding Policy but currently are not putting those into the pricing since they have a great funding status. They do have implicit premiums such as not assuming any refunding of the pricing. To the extent that individuals do not use their contracts, it can lead to gains for the system. Prices should be remaining level or increasing at the rate of tuition. For 4-year university contracts, compared to last year there should be an increase of about 3.00% to 4.00%. He noted it is important to keep in mind that if all assumptions are perfectly met, they’d be expecting it to increase to a long-term tuition increase assumption. The other university contracts have similar patterns. The one with the most significant change is the community college contracts with a price increase for this upcoming academic year due to their recommendation to have the same assumptions as university colleges. Next year, if all assumptions are met then they’ll expect to see more uniform increases that match tuition across the board.

Member Hager asked if the Board of Regions noted that percentage of the tuition increase would be the same for universities and community college.

Mr. Sparks noted it is not explicitly stated but have no reason to use a different assumption given the last 3-4 years with increases at the same rate.

Motion to approve this agenda item from Member Stanfel and a second from Member Hager. Motion passed unanimously.

Treasurer Conine expressed his appreciation towards all the work that went into this pricing. He stated he is very excited to have one of the most effective Prepaid Tuition Programs in history.

13. Public Comment.

There was no public comment.

14. ADJOURNMENT.

Meeting adjourned at 11:25 am.

DRAFT

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 4
September 21, 2023

Item: Ascensus program manager's report encompassing results for Vanguard, USAA, SSGA Upromise, and Wealthfront 529 plans for the quarter ended June 30, 2023.

Fiscal Impact: None by this action.

Summary:

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

Staff Recommended Motion:

To accept and approve the Ascensus College Savings Program Manager Report for the quarter ending June 30, 2023.



College Savings Plans of Nevada Board of Trustees Meeting Thursday September 21st , 2023

Program Management Report
FY 4th - CY 2nd Quarter Ended June 30th , 2023



College Savings Plans of Nevada
Board of Trustees Meeting
Thursday September 21st , 2023

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Executive Summary

Future Path 529

2nd Quarter 2023, assets in the Future Path 529 Plan totaled \$1.371 B, which was a 3% decrease from Q2 2022. Total funded accounts are 105,591 with 10,528 NV resident accounts. There were a total of 5,889 unique NV account holders at the end of the quarter. Average account size for the plan is \$12,984.87 with NV average account assets at \$8,297.76.

Vanguard 529® College Savings Plan

2nd Quarter 2023 assets in the Vanguard 529 College Savings Plan totaled \$30,848 B, which was a 13% increase from Q2 2022. Total Funded Accounts are 565,812 with 9,933 NV resident accounts. There were a total of 5,787 unique NV account holders at the end of the quarter. Average account size for the plan is \$54,521.48 with NV average account assets at \$37,365.06.

USAA® 529 Education Savings Plan

2nd Quarter 2023 assets in the USAA 529 Education Savings Plan totaled over \$5,185 B, which was a 11% increase from Q2 2022. Total Funded Accounts are 299,722 with 3,801 NV resident accounts. There were a total of 2,204 unique NV account holders at the end of the quarter. Average account size for the plan is \$17,302.38 with NV average account assets at \$13,984.83.

Wealthfront College Savings Plan

2nd Quarter 2023 assets in the Wealthfront 529 College Savings Plan totaled \$556.39 million, which was a 20% increase from Q2 2022. Total Funded Accounts are 22,029 and NV funded accounts are 287. There were a total of 182 unique NV account holders at the end of the quarter. Average account size for the plan is \$25,257.03 with NV average account assets at \$16,417.58.

Highlights This Period

	Second Quarter 2023					First Quarter 2023					Second Quarter 2022				
	Future Path 529	The Vanguard 529 College Savings Plan	USAA 529 Education 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)	\$1,371.09	\$30,848.91	\$5,185.90	\$556.39	\$37,962.28	\$1,346.36	\$29,348.04	\$4,980.13	\$525.76	\$36,200.29	\$1,410.52	\$27,334.68	\$4,689.32	\$463.96	\$33,898.47
Active Accounts	123,753	592,759	312,214	27,763	1,056,489	123,127	582,306	309,401	27,314	1,042,148	121,203	551,060	300,450	25,964	998,677
Funded Accounts	105,591	565,812	299,722	22,029	993,154	107,044	559,945	300,268	21,802	989,059	111,602	544,321	302,392	21,164	979,479
NV Account Owners (Unique)	5,889	5,787	2,204	182	14,062	5,874	5,672	2,202	180	13,928	5,779	5,418	2,191	175	13,563
Account Owners	73,975	322,292	174,324	14,378	584,969	74,920	318,789	174,784	14,256	582,749	78,064	309,797	176,353	14,001	578,215
New Funded Accounts	409	9,441	2,561	406	12,817	469	10,274	3,156	482	14,381	507	9,567	2,987	377	13,438
Average Account Assets	\$12,984.87	\$54,521.48	\$17,302.38	\$25,257.03	\$38,223.96	\$12,577.67	\$52,412.36	\$16,585.62	\$24,115.14	\$36,600.74	\$12,638.81	\$50,217.94	\$15,507.41	\$21,922.09	\$34,608.67
NV Funded Accounts	10,528	9,933	3,801	287	24,549	10,504	9,755	3,805	280	24,344	10,217	9,326	3,752	264	23,559
NV Average Account Assets	\$8,297.76	\$37,365.06	\$13,984.83	\$16,417.58	\$21,034.43	\$8,063.00	\$36,056.35	\$13,359.98	\$15,661.26	\$20,195.67	\$7,914.65	\$35,072.22	\$12,604.75	\$13,163.41	\$19,470.93
NV AUM (Millions)	\$87.36	\$371.15	\$53.16	\$4.71	\$516.37	\$84.69	\$351.73	\$50.83	\$4.39	\$491.64	\$80.86	\$327.08	\$47.29	\$3.48	\$458.72

Highlights This Period

		Second Quarter 2023					First Quarter 2023					Second Quarter 2022				
		Future Path 529	The Vanguard 529 College Savings Plan	USAA 529 Education Savings Plan	Wealthfront College Savings Program	Total	SSGA Uprromise 529	The Vanguard 529 College Savings Plan	USAA College Savings Plan	Wealthfront College Savings Program	Total	SSGA Uprromise 529	The Vanguard 529 College Savings Plan	USAA 529 College Savings Plan	Wealthfront College Savings Program	Total
Inflow (Millions)	Contribution	\$22.40	\$490.46	\$110.71	\$18.79	\$642.35	\$25.49	\$661.18	\$134.48	\$21.61	\$842.76	\$24.13	\$499.08	\$114.71	\$19.21	\$657.13
	Plan Transfer In	(\$1.00)	\$2.29	\$0.31	\$0.00	\$1.60	\$0.01	\$1.18	\$0.22	\$0.04	\$1.45	\$0.01	\$1.99	\$0.15	\$0.00	\$2.16
	Rollover In	\$0.13	\$37.38	\$0.73	\$0.22	\$38.47	\$0.03	\$29.78	\$0.96	\$0.18	\$30.96	\$0.08	\$24.48	\$1.33	\$0.54	\$26.43
	Gross Contributions	\$21.53	\$530.13	\$111.75	\$19.01	\$682.42	\$25.53	\$692.15	\$135.67	\$21.83	\$875.17	\$24.22	\$525.56	\$116.19	\$19.75	\$685.71
Outflow (Millions)	Fee	(\$0.39)	(\$0.03)	(\$0.06)	(\$0.28)	(\$0.76)	(\$0.44)	(\$0.06)	(\$0.08)	(\$0.27)	(\$0.85)	(\$0.42)	(\$0.02)	(\$0.06)	(\$0.27)	(\$0.76)
	Plan Transfer Out	(\$0.01)	(\$0.19)	(\$1.28)	\$0.00	(\$1.48)	(\$0.19)	(\$0.03)	(\$1.03)	\$0.00	(\$1.25)	(\$0.04)	(\$0.27)	(\$2.00)	\$0.00	(\$2.30)
	Rollover Out	(\$2.59)	(\$41.54)	(\$16.90)	\$0.00	(\$61.02)	(\$2.17)	(\$40.42)	(\$19.91)	\$0.00	(\$62.50)	(\$2.28)	(\$33.07)	(\$14.67)	\$0.00	(\$50.02)
	Withdrawal	(\$1,388.77)	(\$191.23)	(\$53.78)	(\$5.42)	(\$1,639.20)	(\$48.95)	(\$353.45)	(\$83.39)	(\$9.00)	(\$494.78)	(\$24.23)	(\$151.15)	(\$49.68)	(\$4.09)	(\$229.15)
Gross Distributions		(\$1,391.75)	(\$232.98)	(\$72.02)	(\$5.71)	(\$1,702.47)	(\$51.75)	(\$393.95)	(\$104.41)	(\$9.27)	(\$559.37)	(\$26.97)	(\$184.51)	(\$66.41)	(\$4.35)	(\$282.24)
Total Net Contributions (Millions)		(\$1,370.22)	\$297.15	\$39.73	\$13.30	(\$1,020.04)	(\$26.22)	\$298.20	\$31.26	\$12.56	\$315.80	(\$2.75)	\$341.05	\$49.78	\$15.39	\$403.48
Rollovers In (Thousands)	Plan Transfer In	(\$1,002.60)	\$2,292.71	\$307.98	\$0.00	\$1,598.10	\$6.27	\$1,183.99	\$224.62	\$36.97	\$1,451.84	\$9.39	\$1,994.47	\$152.00	\$0.00	\$2,155.86
	Rollover In	\$130.40	\$37,384.40	\$733.09	\$224.75	\$38,472.64	\$32.49	\$29,784.68	\$963.59	\$180.50	\$30,961.26	\$80.79	\$24,479.13	\$1,328.87	\$540.11	\$26,428.91
	Gross Rollovers In	(\$872.20)	\$39,677.11	\$1,041.08	\$224.75	\$40,070.73	\$38.76	\$30,968.67	\$1,188.21	\$217.47	\$32,413.10	\$90.18	\$26,473.60	\$1,480.87	\$540.11	\$28,584.76
Rollovers Out (Thousands)	Plan Transfer Out	(\$9.92)	(\$188.03)	(\$1,284.30)	\$0.00	(\$1,482.25)	(\$188.14)	(\$28.62)	(\$1,030.25)	\$0.00	(\$1,247.02)	(\$43.32)	(\$265.69)	(\$1,995.73)	\$0.00	(\$2,304.74)
	Rollover Out	(\$2,588.67)	(\$41,535.46)	(\$16,900.24)	\$0.00	(\$61,024.37)	(\$2,173.68)	(\$40,417.24)	(\$19,905.32)	\$0.00	(\$62,496.23)	(\$2,276.24)	(\$33,074.78)	(\$14,673.80)	\$0.00	(\$50,024.82)
	Gross Rollovers Out	(\$2,598.60)	(\$41,723.49)	(\$18,184.54)	\$0.00	(\$62,506.63)	(\$2,361.82)	(\$40,445.86)	(\$20,935.57)	\$0.00	(\$63,743.24)	(\$2,319.56)	(\$33,340.47)	(\$16,669.53)	\$0.00	(\$52,329.56)
Net Rollovers (Thousands)		(\$3,470.80)	(\$2,046.38)	(\$17,143.47)	\$224.75	(\$22,435.90)	(\$2,323.06)	(\$9,477.19)	(\$19,747.36)	\$217.47	(\$31,330.14)	(\$2,229.38)	(\$6,866.87)	(\$15,188.66)	\$540.11	(\$23,744.80)



Future Path 529 Plan Service Levels

COLLEGE SAVINGS PLANS OF NEVADA
 Future Path 529 Plan Client Service Levels
 FY 4th – CY 2nd Quarter Ended June 30th, 2023

	Service Level Agreement	SSgA Upromise 529 Actual 04/30/2023	SSgA Upromise 529 Actual 05/31/2023	Future Path 529 Actual 06/30/2023
TRANSACTIONS				
Financial sub deposits (same day)	98.00%	100%	100%	100%
Financial sub deposits (accuracy)	98.00%	100%	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%	100%	100%	100%
Non-financial maintenance (3 day)	98.00%	98.57%	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%	83.33%	100%	100%
CORRESPONDENCE				
Average answer time	30 seconds or less	0:12	0:09	0:18
Average abandonment rate	5% or less	0.47%	0.09%	0.79%
Phone inquiries responded to	Within 30 seconds	1,066 (88.82%)	1,122 (93.32%)	1,893 (87.26%)
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

- Adjustments Transactions Accuracy (SLA 98% / Actual SLA 83.33%)**
- 6 adjustment transactions reviewed with one (1) error identified
 - Incorrect TD, form was received 3/29 - U695542861

Marketing Activity

Table of Contents

- Section I: Future Path 529[®] College Savings Plan
- Section II: Vanguard 529[®] College Savings Plan
- Section III: Victory Capital/USAA 529 Education Savings Plan[®]
- Section IV: Wealthfront College Savings Plan

Section I

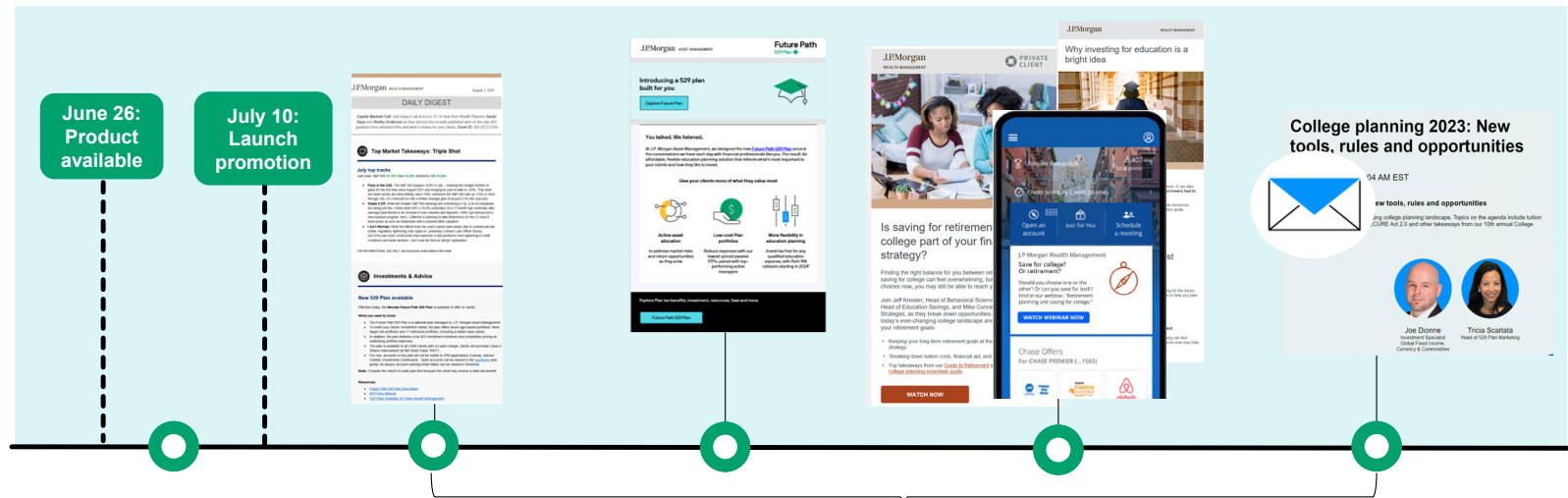
Future Path 529[®] Plan

Marketing Activity

Future Path 529 Plan Launch

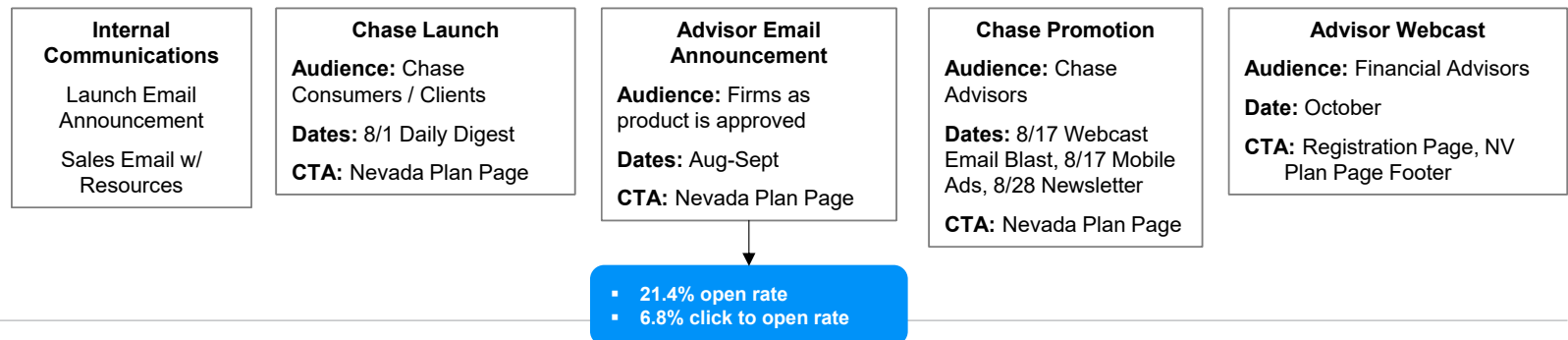
Overview

- Developed suite of brochures and collateral available online
- Flexible launch plan to accommodate firms as they approve
- Digital ads, LinkedIn & paid search
- Emails & Events

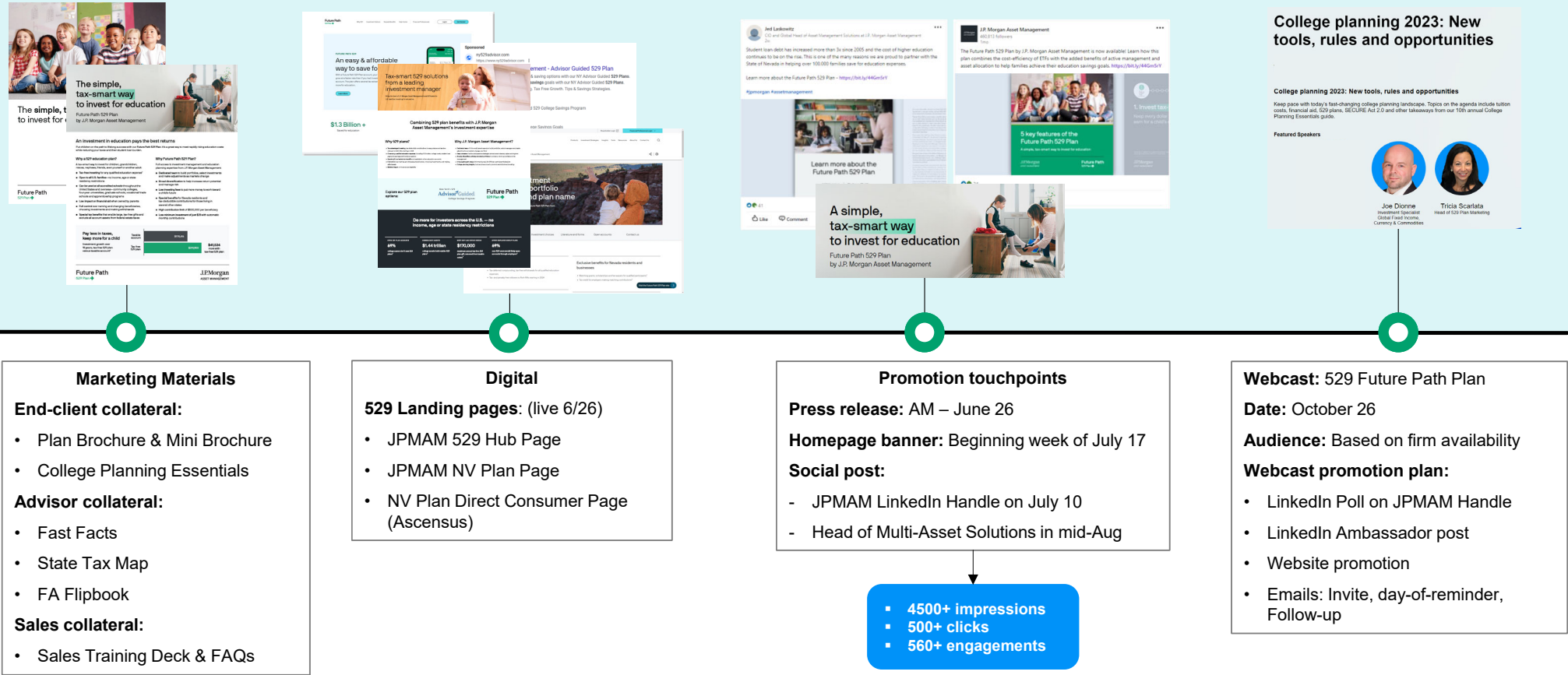


Future Path 529 Plan →

Client communication



Future Path 529 Plan Digital Touchpoints

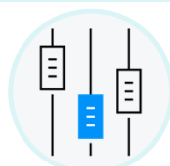


Future Path 529 Plan Performance Highlights and Commentary

Quarter ending June 2023

- 1 Performance, while positive, reflects the shortened period of last few business days of June. Positive equity markets drove returns.
- 2 J.P. Morgan Asset Management focused in on a seamless implementation during this period.
- 3 Going forward, this section will include detail on portfolio positioning and sources of return. We welcome feedback on information and presentation material.

Portfolio Name/Performance ¹	Since Inception* (%)
Nevada 529 - College 2042 Portfolio	2.20
Custom Benchmark 2042	2.18
Nevada 529 - College 2039 Portfolio	2.20
Custom benchmark 2039	2.18
Nevada 529 - College 2036 Portfolio	2.00
Custom Benchmark 2036	2.05
Nevada 529 - College 2033 Portfolio	1.60
Custom Benchmark 2033	1.68
Nevada 529 - College 2030 Portfolio	1.20
Custom Benchmark 2030	1.30
Nevada 529 - College 2027	0.70
Custom Benchmark 2027	0.79
Nevada 529 - Enrollment Portfolio	0.30
Custom Benchmark Enrollment Port	0.37
Nevada 529 - Aggressive Risk	1.80
Custom Benchmark Aggressive Risk	1.81
Nevada 529 - Moderate Risk	1.20
Custom Benchmark Moderate Risk	1.30
Nevada 529 - Conservative Risk	0.50
Custom Benchmark Conservative Risk	0.53



Key Macro Outlook Takeaways

- Recession odds have declined, but base case is sub-trend growth with two-way risks
- Duration (fixed income) favored in many scenarios, but vulnerable if inflation is sticky
- Carry (income over treasuries) from credit helpful, but continue to favor up in quality tilt in fixed income
- Equity earnings downgrades slowing, but valuations and breadth of performance a concern for stocks
- We expect the Fed to remain on hold in September, but a November hike may still be on the table – data dependent
- As a result, we remain neutral to benchmark weights on the asset allocation mix across the portfolios

Source: J.P. Morgan Asset Management. Performance as of 6/30/2023. *Inception Date: 6/26/2023. **The performance quoted is past performance and is not a guarantee of future results.** Please disclosure page for information on Custom Benchmark definitions. ¹Estimated JPMorgan investment returns – net of investment fees, but gross of program fees.

Future Path 529 Plan Custom Benchmark Definitions

Custom Benchmark 2042: 66.5% Russell 3000 Gross Return in USD, 28.5% MSCI EAFE Net Return in USD, 5% Bloomberg U.S. Aggregate Total Return in USD

Custom Benchmark 2039: 66.5% Russell 3000 Gross Return in USD, 28.5% MSCI EAFE Net Return in USD, 5% Bloomberg U.S. Aggregate Total Return in USD

Custom Benchmark 2036: 63% Russell 3000 Gross Return in USD, 27% MSCI EAFE Net Return in USD, 10% Bloomberg U.S. Aggregate Total Return in USD

Custom Benchmark 2033: 52.5% Russell 3000 Gross Return in USD, 25% Bloomberg U.S. Aggregate Total Return in USD, 22.5% MSCI EAFE Net Return in USD

Custom Benchmark 2030: 42% Russell 3000 Gross Return in USD, 40% Bloomberg U.S. Aggregate Total Return in USD, 18% MSCI EAFE Net Return in USD

Custom Benchmark 2027: 60% Bloomberg U.S. Aggregate Total Return in USD, 28% Russell 3000 Gross Return in USD, 12% MSCI EAFE Net Return in USD

Custom Benchmark Enrollment Port: 50% Bloomberg U.S. Aggregate Total Return in USD, 30% ICE BofA US 3-Month Treasury Bill Index Total Return in USD, 14% Russell 3000 Gross Return in USD, 6% MSCI EAFE Net Return in USD

Custom Benchmark Aggressive Risk: 56% Russell 3000 Gross Return in USD, 24% MSCI EAFE Net Return in USD, 20% Bloomberg U.S. Aggregate Total Return in USD

Custom Benchmark Moderate Risk: 42% Russell 3000 Gross Return in USD, 40% Bloomberg U.S. Aggregate Total Return in USD, 18% MSCI EAFE Net Return in USD

Custom Benchmark Conservative Risk: 70% Bloomberg U.S. Aggregate Total Return in USD, 21% Russell 3000 Gross Return in USD, 9% MSCI EAFE Net Return in USD

Source: J.P. Morgan Asset Management

Section I

Vanguard 529[®] College Savings Plan

Marketing Activity

Marketing & Communications

GOALS

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

- Raising awareness as the plan of choice for Nevada residents, Vanguard personal investor 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 2023 RESULTS & UPDATES

- Paid advertising in market
 - Paid search
 - SavingforCollege.com
- Outreach
 - 529 Day campaign
 - Always-on web banners targeting prospects and account owners on vanguard.com
 - Launched new trigger-based campaign
- Organic Social Media & Vanguard.com content
 - Updated content to reflect preliminary Secure 2.0 details and benefits
 - Meta posts to celebrate 529 Day

Q3 2023 EFFORTS IN FLIGHT

- Creative development and deployment for the multichannel College Saving Month campaign
- Unique account owner behavioral nudges have been automated and will deploy monthly beginning in September
 - Dormant to active
 - AIP adoption
 - AIP increase
- Creative development underway for a new 5 e-mail nurture journey focusing on those most ready to adopt 529s

Advertising

Paid search, Programmatic, Remarketing, & Site direct

Campaign details

Goal

Test and leverage data-driven targeting techniques to acquire new marketing-attributed accounts via paid advertising tactics

Primary target audience

- Parents 29 to 49 with children under age 10
- Grandparents of young children
- Prospective clients searching for information regarding college savings
- Users who have visited college savings content on vanguard.com

Channels

- Paid search
- SavingforCollege.com

Final results & focus

Final results

- Paid search is our most effective and efficient spend driving 1,150 new accounts into the plan.
- SavingforCollege.com welcome and banners were launched for 529 Day and drove 401 new accounts.

Focus areas

- Experimentation continues to play an important role in our paid spend. We are monitoring the success of two new spends to determine next steps.
 - OneTrust targeting – provides us the ability to target specific prospects clients in paid search
 - Bing multimedia asset - tests the inclusion of images with paid search content to drive engagement

Outreach highlights: 529 Day 2023 campaign

As a trusted partner in helping more than 340,000 families across the nation invest in their educational futures, the Vanguard 529 Plan brought a strategic, multi-channel campaign to market throughout the month of May to inspire prospects to gain valuable clarity and take action.

Activation:



15+ Creative assets with strategic messaging



5+
Channels



1. Pure prospecting
2. VG cross-sell



1,464 new marketing-attributable accounts were added into the plan from paid and owned channels.



The e-mails produced click rates of 0.74%, a 45% increase over our campaign average benchmark.



Search and **SavingforCollege.com** paid tactics continue to be effective drivers of new accounts into the plan (~560) which is on par with previous efforts.



Our first Secure 2.0 content was added to e-mails and 10 Things and Decision tree articles paving the way for future education and details.



Prospects who were in top 20 percentile of predicted interest made up 51% of all conversions from owned channels. Content tone and segmentation testing are being continued in our OPS Journey Campaign that will launch in Q4.



645K new prospects were reached by partnering with our client newsletter (Vanguard View) to highlight the benefits of 529s.

Section II

Victory Capital

USAA® 529 Education Savings Plan

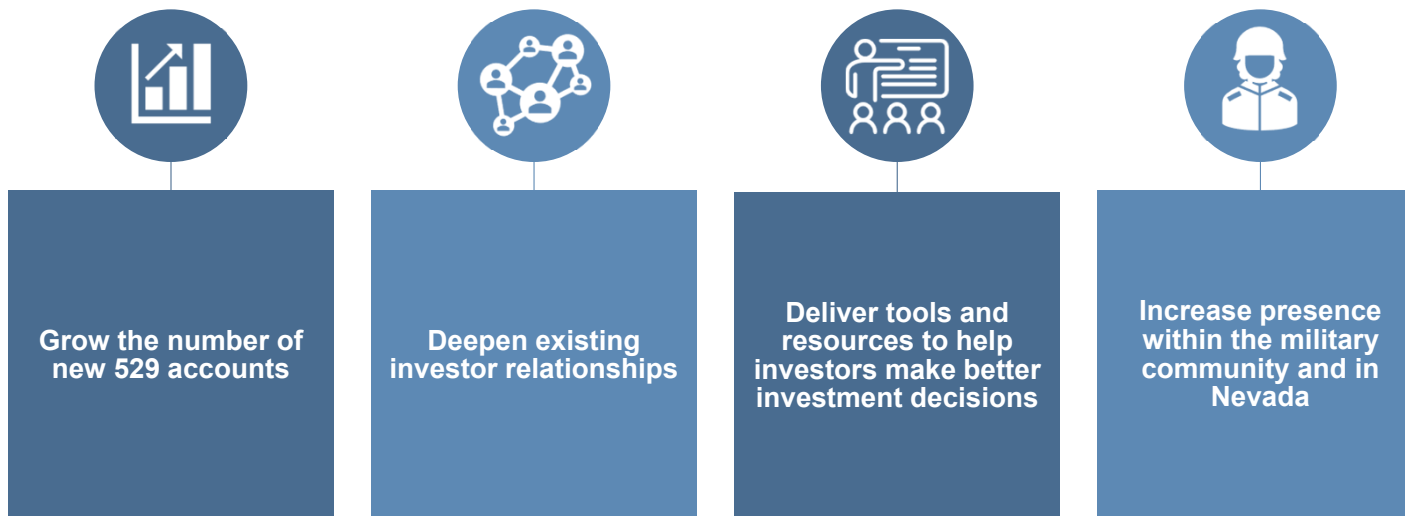
Marketing Activity

USAA 529 Education Savings Plan Objective

Our objective for the USAA 529 Education Savings Plan (“the Plan”) is to provide Nevada residents and investors with Victory Capital's institutional grade investment capabilities, delivered as a unified service program that leverages a robust digital experience, fortified by thoughtful educational tools, financial resources and live support from U.S.-based representatives.



2023 Business and Marketing Goals





Distinguished Valor Matching Grant Expansion Current vs Proposed Changes

Victory Capital seeks approval to expand eligibility for the Distinguished Valor Matching Grant Program.

Expanding eligibility and enhancing how it is promoted will strengthen our presence within the Nevada military community.

	Current	Proposal
Account owner must be a Nevada Resident	No change	
Military Status	Account owner must currently serve on active duty in the U.S. military.	Account owner must currently serve on active duty or have honorably served in the U.S. military.
Purple Heart Recipient	Those awarded a Purple Heart in either Operation Iraqi Freedom or Operation Enduring Freedom.	Remove Purple Heart and replace with honorably served status
Gross Income	Less than \$95,000	Less than \$150,000
Beneficiary Requirements	Must be a child of the account owner and the child must not have attained the age of 13 by Dec. 31 of the year in which the application is submitted.	Must be a child and not have attained the age of 13 by Dec. 31 of the year in which the application is submitted.
Must be the account owner of a USAA 529 Education Savings Plan account or open an account at the time the application is submitted.	No change	



2Q 2023 Updates	3Q 2023 Efforts in Progress*
<p>Integrated Campaigns: Email, web, social</p> <ul style="list-style-type: none"> • 529 Day: Encouraged investors to increase contributions or open a new account, leveraged our new and existing bonus programs <p>Paid Social in Nevada:</p> <ul style="list-style-type: none"> • April/May: Distinguished Valor Matching Grant in celebration of Month of the Military Child • May: Celebrate 529 Day with a \$100 Investment Bonus for opening a 529 Plan account 	<p>Integrated Campaigns: Email, web, social, outbound calls</p> <ul style="list-style-type: none"> • 529 Back-to-School: Promote 529 resources ("back-to-school checklist") via a social media campaign • 529 College Savings Month: Increase contributions, transfer assets or open a new account, leveraging our bonus programs <p>Social:</p> <ul style="list-style-type: none"> • July: NVigate social collaboration <p>In-Person Events:</p> <ul style="list-style-type: none"> • August National Guard Association of the United States (NGAUS) Conference
<p>Content & Web</p> <ul style="list-style-type: none"> • Web Redesign: Launched redesigned 529 web page <ul style="list-style-type: none"> • Enhanced user experience • Prominently highlight benefits of the Plan, as well as helpful programs like Ugift and Upromise • Promote Distinguished Valor Matching Grant via a banner for Nevada residents • Post-Login Pop Up CTA Technology: Launched new feature to "pop up" on-screen messages on vcm.com and mobile app, including promotional content for the Plan 	<p>Content & Web</p> <ul style="list-style-type: none"> • Post-Login Pop Up CTA Technology: Launched new feature in Q2 to "pop up" on-screen messages on vcm.com and mobile app, including promotional content for the Plan; will continue to leverage and enhance the usages for 529 through the third quarter and beyond. • Bonus Web Page Updates: Add promotion for Investment Bonus offer • Distinguished Valor Matching Grant: Enhance web page and form to reflect program expansion
<p>Incentives & Programs</p> <ul style="list-style-type: none"> • New Asset Transfer Bonus: Launched incentive program for new & existing investors to roll over assets from other 529 Plan accounts • New Disciplined Investor Bonus: Launched incentive program for new & existing investors to set up Automatic Investment Plans 	<p>Incentives & Programs</p> <ul style="list-style-type: none"> • Investment Bonus: Launch revised incentive program for new investors to open a new 529 Plan account with a \$250 initial deposit and a \$50 monthly Automatic Investment Plan (AIP)
<p>Ongoing Investor Journey: Email journey for new investors to nurture them through their first year</p>	<p>Ongoing Investor Journey: Email journey for new investors to nurture them through their first year</p>
<p>Tactics in Partnership with USAA: Real Time Web ads, paid search, web referrals</p>	<p>Tactics in Partnership With USAA: Real Time Web ads, paid search, web referrals</p>

* Certain programs are currently in progress and being evaluated.

Victory Capital Presentation to the State of Nevada and Ascensus regarding the Plan offered by Victory Capital Services, Inc.



USAA 529 EDUCATION SAVINGS PLAN
Marketing Activity
FY 4th - CY 2nd Quarter Ended June 30th, 2023

Month of the Military Child

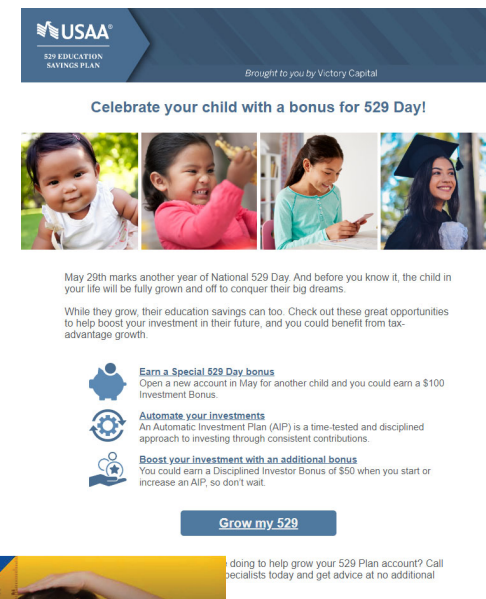
- Goal:
 - To encourage eligible Nevada residents to take advantage of the Distinguished Valor Matching Grant
 - To increase new account openings
- Theme:
 - Testimonial of a real Grant recipient, featuring his family and highlighting the Grant's impact
- Tactics:
 - Paid social (Facebook and Instagram)
- Audience:
 - Nevada residents, based on zip codes surrounding military bases
 - Segmented by age to focus on potential parents and grandparents



529 Day Campaign

- Goal:
 - To encourage existing 529 investors to set up or increase their 529 account AIPs
 - To encourage mutual fund investors to open a 529 plan account and earn a \$100 Investment Bonus
- Theme:
 - Kids grow up fast; their college savings should grow with them
- Tactics:
 - Email series
 - Organic social posts
 - Web page banner and web tile promotions
 - Post-login banners
 - Interactive Voice Response (IVR)
 - Post-login pop up CTA technology
 - Paid social in Nevada (Facebook and Instagram)
 - Saving for College 529 Day Article
 - Media & PR in Nevada in collaboration with the State Treasurer's office


Email	Delivered	Open Rate	Click Rate
Average across all emails	965,149	50.1%	0.4%



USAA
529 EDUCATION SAVINGS PLAN




Brought to you by Victory Capital

Celebrate your child with a bonus for 529 Day!

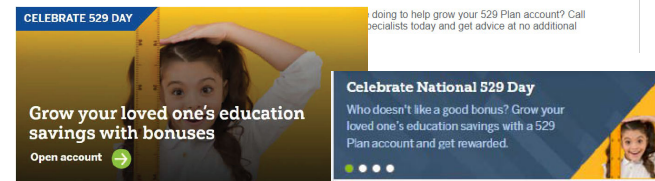


May 29th marks another year of National 529 Day. And before you know it, the child in your life will be fully grown and off to conquer their big dreams.

While they grow, their education savings can too. Check out these great opportunities to help boost your investment in their future, and you could benefit from tax-advantage growth.

-  **Earn a Special 529 Day bonus**
Open a new account in May for another child and you could earn a \$100 Investment Bonus.
-  **Automate your Investments**
An Automatic Investment Plan (AIP) is a time-tested and disciplined approach to investing through consistent contributions.
-  **Boost your investment with an additional bonus**
You could earn a Disciplined Investor Bonus of \$50 when you start or increase an AIP, so don't wait.

[Grow my 529](#)



CELEBRATE 529 DAY

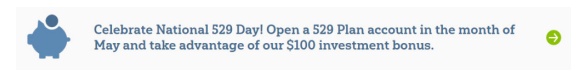
doing to help grow your 529 Plan account? Call specialists today and get advice at no additional


Grow your loved one's education savings with bonuses

Open account →

Celebrate National 529 Day

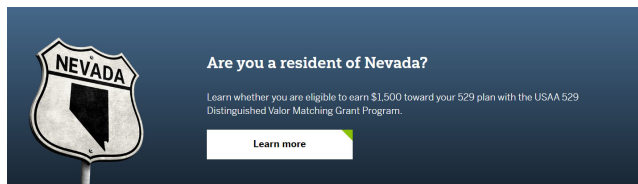
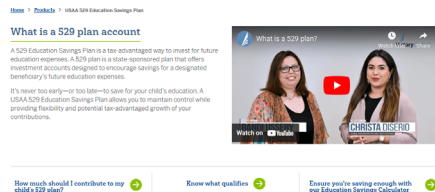
Who doesn't like a good bonus? Grow your loved one's education savings with a 529 Plan account and get rewarded.



 **Celebrate National 529 Day! Open a 529 Plan account in the month of May and take advantage of our \$100 investment bonus.** →

529 Web Page Redesign

- In late April, launched new 529 web page on vcm.com
 - ✓ Enhanced user experience
 - ✓ Videos / Articles / Resources
 - ✓ Benefits of the Plan
 - ✓ Helpful programs: Bonus, Ugift, Upromise
 - ✓ Distinguished Valor Matching Grant Nevada banner
 - ✓ Victory Capital offerings and value



Why inVest in a 529 Education Savings Plan?

Federal tax-free growth and tax-free withdrawals for qualified education expenses¹

Save for your loved one's future while benefiting from the tax-advantaged offerings of a USAA 529 Education Savings Plan.

[View the Qualified Expenses infographic](#)

Underlying portfolios in our 529 plan are managed by our experienced investment teams

Our portfolio managers are dedicated to managing your money. We do the heavy lifting so you don't have to.

Other advantages from Victory Capital InVest

- Ugift²**
 Invite family and friends to support your loved one's savings goals through the Ugift program. [Sign up](#)
- Upromise³**
 By connecting Upromise to your plan, you have the opportunity to get rewarded for everyday purchases. Get a \$30 Bonus when you sign up. [Get started](#)
- Bonus program**
 Earn valuable bonuses of up to \$1,500 when you transfer your assets to Victory Capital or when you stay disciplined by setting up an Automatic Investment Plan. [Get rewarded](#)
- Put your investments on autopilot with an AIP**
 Set up an Automatic Investment Plan (AIP) at a recurring amount of your choice and automatically contribute funds to your 529 plan account. You could reap benefits, like long-term compounding potential, easy maintenance, and a disciplined investor bonus. [Set up your AIP](#)
- Education savings resources**
 Watch these short videos to learn about 529 plans, their benefits and how they can be used to help you plan for future education expenses. [Watch now](#)

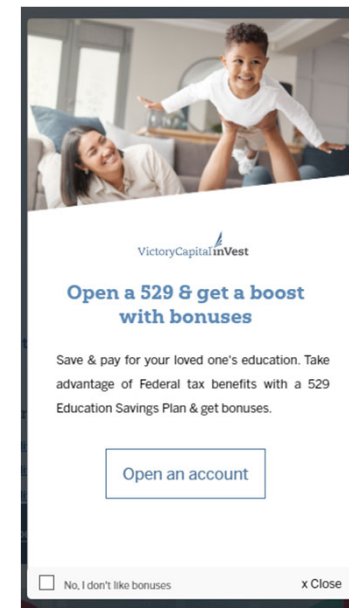
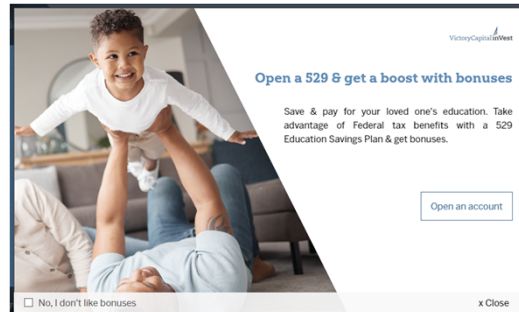
Interested in transferring your assets from other providers?

Victory Capital InVest makes it easy to consolidate your investments⁴, and you can enjoy flexibility, diversification and affordability in one place. Plus, you could earn a valuable bonus of up to \$1,500 when you transfer your assets to Victory Capital.

[Learn more](#)

Post-login Pop Up CTA Technology

- In May of 2023, deployed our pop-up technology via post-login on vcm.com and the mobile app.
 - ✓ Highlights our most valuable content and offerings
 - ✓ Promotes 529 Plan account opens to Victory Capital's existing mutual fund investor base
 - ✓ Emphasizes the benefits of the Plan and bonus opportunities
 - ✓ Allows quick and easy action
 - ✓ Increases 529 Plan brand recognition



New Bonus Programs

- In late April, launched two new bonus programs:
 - Asset Transfer Bonus:** For transferring eligible assets from another provider to a USAA 529 Education Savings Plan account.
 - Disciplined Investor Bonus:** For adding or increasing an Automatic Investment Plan (AIP) contribution by \$200 or more per month for 12 months.
- ✓ Dedicated landing page
- ✓ Promoted across all product pages on vcm.com
- ✓ Leveraged via email, social and web
- In 3Q, we are adding an Investment Bonus for College Savings Month.*

The screenshot shows a landing page titled "It's easy to get rewarded!" with a subtitle: "Explore potential bonuses when you transfer your assets to Victory Capital or stay disciplined by setting up an Automatic Investment Plan." Below this, a section titled "Let us help you achieve your financial goals faster!" lists two bullet points:

- It's easy to consolidate, trade and diversify your investments in one place. Claim your **Asset Transfer Bonus**¹ of up to \$1,500 when you transfer eligible assets from another provider to your Marketplace account or 529 Education Savings Plan account.
- An Automatic Investment Plan (AIP) is a time-tested and disciplined approach to investing. Earn a **Disciplined Investor Bonus**² of \$50 when you start or increase an AIP.

 The page features two main columns. The left column has two tabs: "Asset Transfer Bonus" and "Disciplined Investor Bonus". Below the tabs, a section titled "Earn a Disciplined Investor Bonus of \$50 when you add or increase an Automatic Investment Plan (AIP) contribution in a Victory Funds mutual fund (within a Victory Funds or Marketplace account) or 529 Education Savings Plan account by a minimum of \$200 per month for 12 months. Follow the steps below to claim your Disciplined Investor Bonus." contains a three-step process:

- 1** Add or increase your AIP by \$200 per month for 12 months. Button: "Add or increase AIP".
- 2** Complete the Disciplined Investor Bonus form. Button: "Download PDF".
- 3** Send the completed form back to us. Button: "Email us".

 The right column has a button "Open or sign into your account" with a "Get started" sub-button. Below this is a "Learn more" section with four links: "529 Education Savings Plan", "Mutual Funds", "Automatic Investment Plan (AIP)", and "Marketplace", each with a right-pointing arrow. At the bottom right, it says "or Fax to (210) 783-8269".

*3Q tactics and programs are currently in progress and being evaluated.
Victory Capital Presentation to the State of Nevada and Ascensus regarding the Plan offered by Victory Capital Services, Inc.

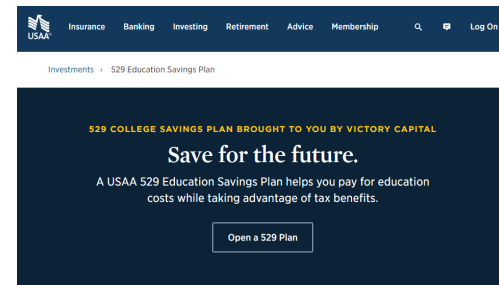


USAA 529 EDUCATIONSAVINGS PLAN Marketing Activity FY 4th - CY 2nd Quarter Ended June 30th, 2023

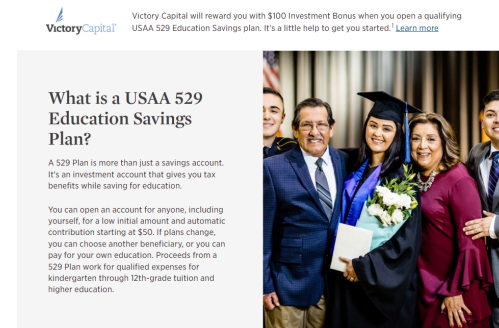
Partnership with USAA

- We continue to build upon our brand partnership and relationship with USAA
 - Hold monthly meetings to review results and optimize marketing tactics
 - USAA markets to members on our behalf:
 - 4+ emails per year
 - Real Time Web Ads
 - Paid search
 - Promotion of bonus programs

Website



Email Creative



Partnership with State of Nevada

2Q Rural Road Trip

- During the May "Rural Roadtrip," Victory worked closely with the State Treasurer's office to promote the USAA 529 Plan directly to Nevada residents through staff training, content and promotional items. All of which were taken "on the road."

USAA
529 EDUCATION SAVINGS PLAN
Brought to you by Victory Capital

Give the child in your life the gift of education.

A 529 Education Savings Plan is a tax-advantaged way to save for future education expenses. Save for anyone – your child, another loved one or even yourself.

Why Invest In a 529 Education Savings Plan?

- Federal tax-free growth and tax-free withdrawals for qualified education expenses**
Save for your loved one's future while benefiting from the tax-advantaged offerings of a USAA 529 Education Savings Plan.
- Underlying portfolios in our 529 plan are managed by our experienced investment teams**
Our portfolio managers are dedicated to managing your money. We do the heavy lifting so you don't have to.
- Savings can be used in several ways, and the account owner remains in control**
Use your 529 plan savings for college, trade school, continuing education and more. Plus, anyone can contribute to the plan, and you can change the beneficiary at any time.

How to Invest in a USAA 529 Education Savings Plan
It's easy to get started with as little as a \$50 initial investment with automatic recurring contributions of at least \$50 per month.

VictoryCapital
inVest
Call 1-844-844-2644
Monday through Friday, 7:30 am–6:00 pm CT
Visit www.vcm.com

3Q Social & Events*:

- July NVigate social collaboration
- August National Guard Association of the United States (NGAUS) Conference

NVIGATE
USAA
529 EDUCATION SAVINGS PLAN
Brought to you by Victory Capital
INVEST IN YOUR CHILD'S FUTURE EDUCATION!






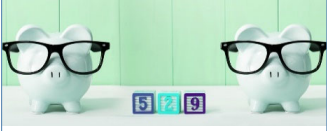



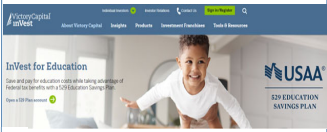



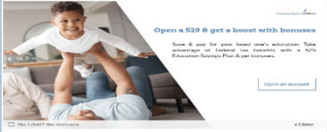

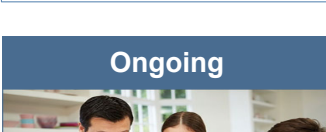


*3Q tactics and programs are currently in progress and being evaluated.
Victory Capital Presentation to the State of Nevada and Ascensus regarding the Plan offered by Victory Capital Services, Inc.



USAA 529 EDUCATIONSAVINGS PLAN
Marketing Activity
FY 4th - CY 2nd Quarter Ended June 30th, 2023

2023 Marketing Campaign Calendar

Q1	Q2	Q3	Q4
			
✓ Tax Season	✓ Month of the Military Child	Back to School	Distinguished Valor Matching Grant Expansion
			
✓ March Campaign	✓ 529 Day	College Savings Month	Gift of Education
			
✓ Investor Insights	✓ Web Redesign	VictoryVirtual	VictoryVirtual
			
✓ VictoryVirtual	✓ Pop-Ups	NGAUS Conference	Ongoing
			529 Investor Journey

Victory Capital Presentation to the State of Nevada and Ascensus regarding the Plan offered by Victory Capital Services, Inc.

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USAA 529 EDUCATIONSAVINGS PLAN
Marketing Activity
FY 4th - CY 2nd Quarter Ended June 30th, 2023

Disclosures

All investing involves risk, including potential loss of principal.

Victory Funds and the USAA 529 Education Savings Plan (Plan) are distributed by Victory Capital Services, Inc. (VCS). VCS is not affiliated with USAA. USAA and the USAA 529 Education Savings Plan logo are trademarks of United Services Automobile Association and are being used under license.

Please seek independent tax and/or legal advice regarding your particular circumstances before making any investment decisions. Victory Capital does not provide tax or legal advice.

Carefully consider the investment objectives, risks, charges and expenses of the USAA 529 Education Savings Plan (Plan) before investing. Visit vcm.com/prospectus for a Plan Description and Participation Agreement containing this and other information about the Plan from Victory Capital Services, Inc., Underwriter and Distributor. Read it carefully before investing.

The Plan is sponsored by the state of Nevada, acting through the Trustees of the College Savings Plans of Nevada. Interests in the Plan are municipal fund securities issued by the Nevada College Savings Trust Fund. Anyone may invest in the Plan and use the proceeds for qualified education expenses in any state. **Before investing, consider whether any 529 plan offered by your home state or your beneficiary's home state offers state tax or other state benefits such as financial aid, scholarship funds, and protection from creditors that may not be available through the Plan.** Federal and state tax benefits may be conditioned on meeting certain requirements. If you withdraw money from the Plan for something other than qualified education expenses, you will owe federal income tax and may face a 10% federal tax penalty on earnings as well as state and local taxes. Consult a tax advisor.

Automatic investment plans don't assure a profit or protect against loss in declining markets.

Not FDIC Insured • May Lose Value • No Bank Guarantee

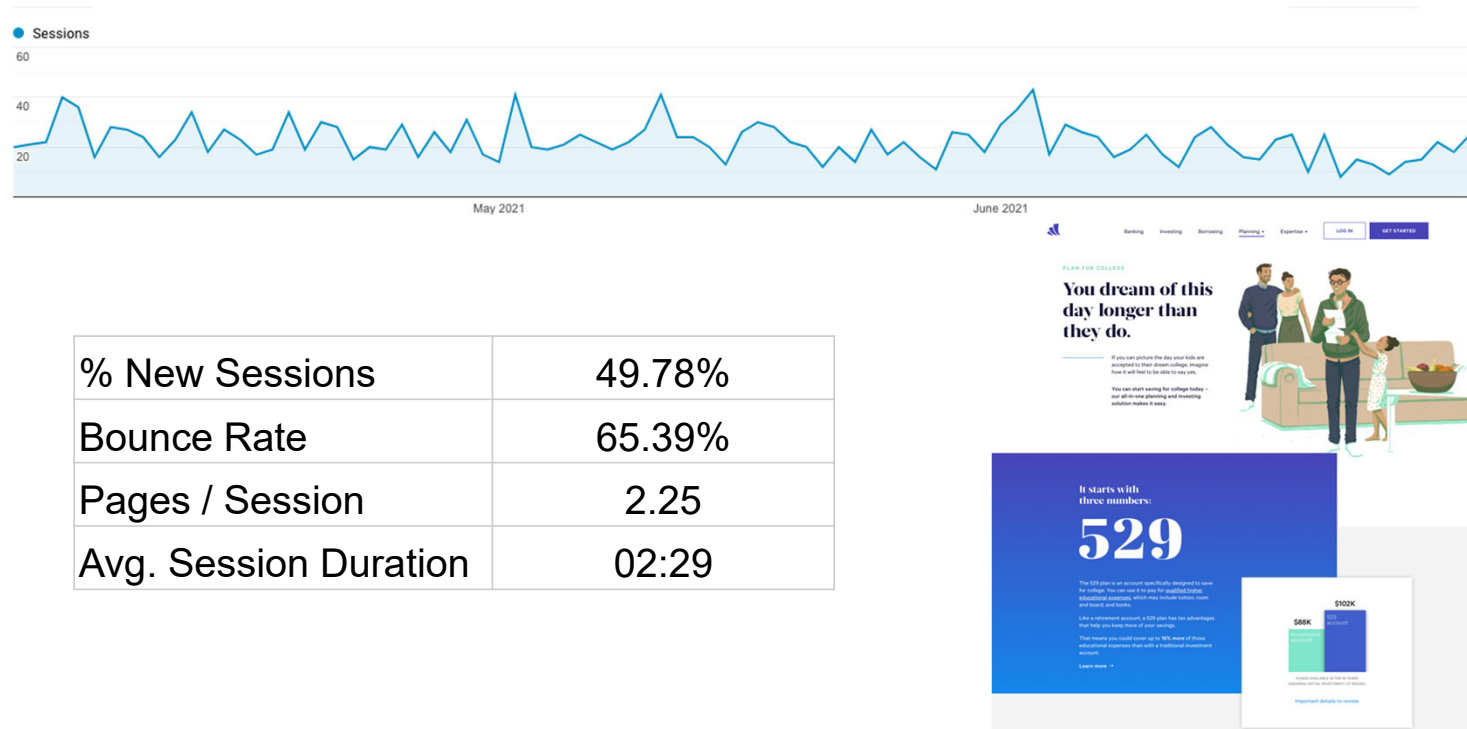
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Section III

Wealthfront College Savings Plan[®]

Marketing

Wealthfront College Savings Landing Page



Landing page updated on
11/24/2020

CONFIDENTIAL : For institutional investor use only- Not for distribution to the public

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COLLEGE SAVINGS PLANS OF NEVADA Highlights This Period

CONFIDENTIAL : For institutional investor use only- Not for distribution to the public

Distributed by Wealthfront Brokerage LLC

Check out the background of Wealthfront Brokerage LLC on [FINRA's BrokerCheck](#).

Wealthfront's College Planning Service

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 21, 2023

Item: Putnam 529 for America program manager's
report for the quarter ended June 30, 2023.

Fiscal Impact: None by this action.

Summary:

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

Staff Recommended Motion:

To accept and approve the Putnam 529 for America program manager's report for the quarter ended June 30, 2023.

College Savings Plans of Nevada Board of Trustees Meeting

Putnam 529 for AmericaSM Quarterly Report

April 1 – June 30, 2023
FY 2023 Q4

Putnam 529 for America

Commentary as of 06/30/2023 (FY 2023 Q4)

Plan update

- Putnam 529 for America plan assets are \$435M; up 3% for the quarter and up 3% year over year

Contributions

- Net contributions were up for the quarter but down year over year due to higher qualified distributions and outbound rollovers.
- Net contributions were up 28% vs. the previous quarter.

Nevada resident accounts

- NV assets, funded accounts, average customer balance and new accounts were all up for the quarter and year over year.

Organizational update

Subject to regulatory approval, please note that on May 31, 2023, Franklin Resources, Inc. (operating as Franklin Templeton) announced that it has agreed to acquire Putnam Investments from Great-West Lifeco, Inc., with the transaction expected to close in the fourth quarter of 2023.

Putnam 529 for America

Highlights as of 06/30/2023 (FY 2023 Q4)

Highlights this period	2nd quarter 2023	1st quarter 2023	% change QvQ	2nd quarter 2022	% change y/y
Assets under management	\$434,808,831	\$421,345,342	3.20%	\$422,912,165	2.81%
Total funded accounts	16,853	17,114	-1.53%	17,867	-5.68%
Total # unique customers	9,611	9,729	-1.21%	10,124	-5.07%
New accounts	115	123	-6.50%	134	-14.18%
Average customer balance	\$25,800	\$24,620	4.79%	\$23,670	9.00%
Nevada total assets	\$14,566,792	\$14,026,040	3.86%	\$13,243,560	9.99%
Nevada funded accounts	633	630	0.48%	628	0.80%
Nevada average customer balance	\$23,012	\$22,264	3.36%	\$21,088	9.12%
New Nevada accounts	14	11	27.27%	12	16.67%
Total gross contributions	\$4,340,491	\$5,509,935	-21.22%	\$4,770,962	-9.02%
Total distributions	\$9,238,481	\$12,356,467	-25.23%	\$7,213,410	28.07%
Net contributions	(\$4,897,990)	(\$6,846,532)	28.46%	(\$2,442,448)	-100.54%
Rollovers in	\$23,073	\$368,845	-93.74%	\$76,001	-69.64%
Rollovers out	\$2,935,419	\$2,602,070	12.81%	\$1,675,623	75.18%
Net rollovers	(\$2,912,345)	(\$2,233,225)	-30.41%	(\$1,599,622)	-82.06%
% of funded accounts with systematic investments	28.60%	28.80%	-0.69%	29.20%	-2.05%

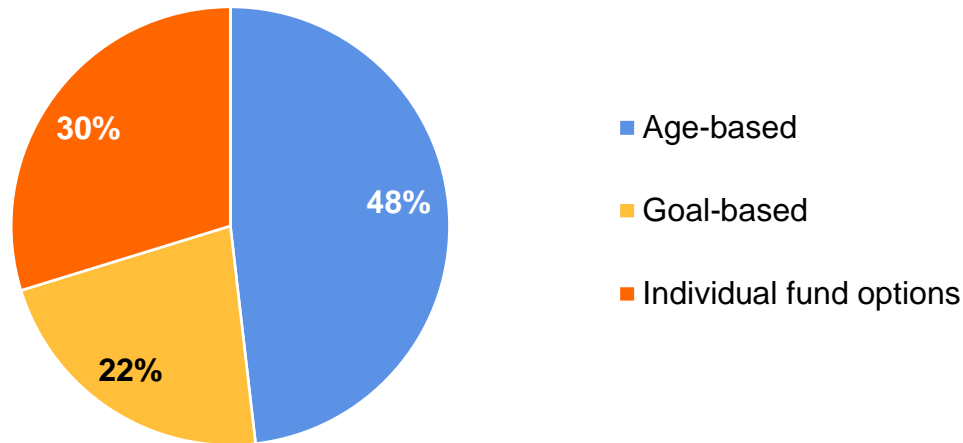
Accounts defined as a unique owner/beneficiary combination.

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 06/30/2023 (FY 2023 Q4)



Category	6/30/23 Assets	Percentage of Grand Total
Age-based	\$209,422,860	48.16%
Goal-based	\$96,013,610	22.08%
Individual fund options	\$129,372,362	29.75%
Grand total	\$434,808,831	100.00%

Excludes seed transactions.

Putnam 529 for America

Assets by investment option as of 06/30/2023 (FY 2023 Q4)

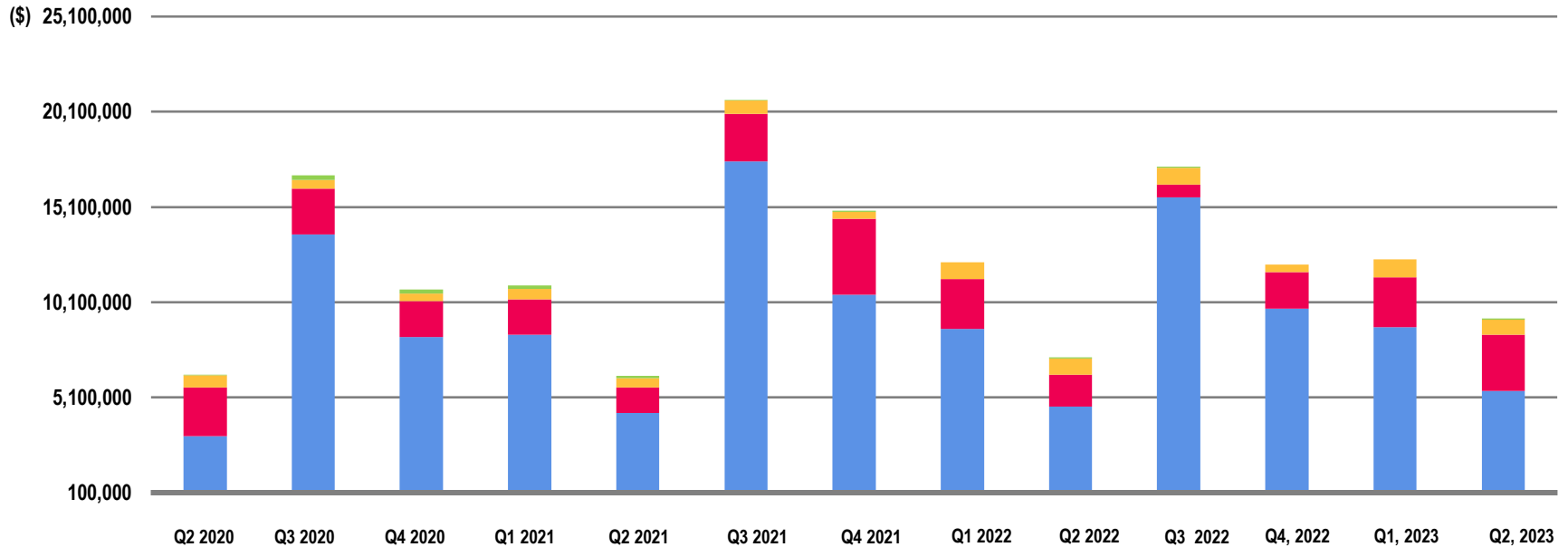
Category	Fund	6/30/23 Assets	Percentage of Grand Total
Age-based	Total	\$209,422,860	48.16%
Goal-based	Total	\$96,013,610	22.08%
	Goal-based balanced	\$30,219,877	6.95%
	Goal-based growth	\$33,125,146	7.62%
	Goal-based aggressive growth	\$32,668,586	7.51%
Individual fund options	Total	\$124,360,444	28.60%
	Federated Hermes Short-Intermediate Gov	\$1,132,523	0.26%
	MFS International Equity	\$8,735,391	2.01%
	Principal MidCap	\$17,612,767	4.05%
	Putnam 529 State Street S&P 500 Index	\$15,730,721	3.62%
	Putnam Large Cap Value	\$22,701,952	5.22%
	Putnam Government Money Market	\$14,451,324	3.32%
	Putnam Large Cap Growth	\$26,472,274	6.09%
	Putnam High Yield	\$2,165,500	0.50%
	Putnam Income	\$4,527,911	1.04%
	Putnam Small Cap Value	\$4,274,285	0.98%
	Putnam Core Bond	\$5,011,918	1.15%
	Putnam Multi-Asset Income	\$6,555,797	1.51%
	Grand total	\$434,808,831	100.00%

Contributions by type as of 06/30/2023 (FY 2023 Q4)

Sales (calendar year)	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4, 2022	Q1, 2023	Q2, 2023
NV sales	\$294,565	\$596,471	\$248,675	\$528,948	\$415,303	\$134,127	\$348,309	\$457,001	\$372,615	\$227,665	\$174,289	\$309,975	\$264,997
National sales	\$5,381,312	\$4,773,548	\$6,691,822	\$7,735,474	\$5,457,851	\$6,454,914	\$7,637,351	\$5,819,729	\$4,398,347	\$4,611,775	\$5,303,804	\$5,199,960	\$4,075,493
Gross	\$5,675,877	\$5,370,019	\$6,940,497	\$8,264,422	\$5,873,154	\$6,589,041	\$7,985,660	\$6,276,730	\$4,770,962	\$4,839,440	\$5,478,093	\$5,509,935	\$4,340,491
NV net	\$158,149	\$311,848	\$196,890	\$244,347	\$239,627	(\$582,027)	(\$131,295)	(\$322,170)	\$121,314	(\$52,722)	(\$1,710)	(\$27,178)	\$80,699
National net	(\$752,490)	(\$11,699,827)	(\$4,022,055)	(\$2,946,257)	(\$609,220)	(\$13,521,555)	(\$6,800,978)	(\$5,612,106)	(\$2,563,762)	(\$12,329,187)	(\$6,595,162)	(\$6,819,354)	(\$4,978,689)
Net	(\$594,341)	(\$11,387,978)	(\$3,825,165)	(\$2,701,910)	(\$369,593)	(\$14,103,583)	(\$6,932,274)	(\$5,934,276)	(\$2,442,448)	(\$12,381,909)	(\$6,596,872)	(\$6,846,532)	(\$4,897,990)
New or existing account contributions	\$2,859,288	\$2,367,744	\$4,097,489	\$5,349,985	\$3,280,150	\$3,688,233	\$5,348,796	\$3,655,437	\$2,230,134	\$2,345,286	\$3,071,544	\$2,833,798	\$2,054,504
Total rollovers	\$383,728	\$596,981	\$418,905	\$497,052	\$117,069	\$430,913	\$178,806	\$187,740	\$76,001	\$142,872	\$87,393	\$368,845	\$23,073
Systematic investments	\$2,432,861	\$2,405,294	\$2,424,104	\$2,417,385	\$2,475,935	\$2,469,895	\$2,458,059	\$2,433,554	\$2,464,827	\$2,351,282	\$2,319,155	\$2,307,292	\$2,262,913
Systematics as % of sales	42.86%	44.79%	34.92%	29.25%	42.15%	37.48%	30.78%	38.77%	51.66%	48.58%	42.33%	41.87%	52.13%
Total rollovers	26	37	13	15	14	18	15	13	11	12	9	16	12

Putnam 529 for America

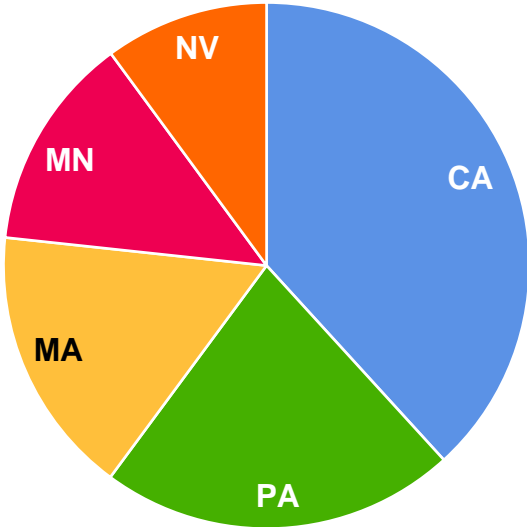
Distributions by category as of 06/30/2023 (FY 2023 Q4)



Putnam 529 for America

Sales by state as of 06/30/2023 (FY 2023 Q4)

Top-selling states
FY 2023 Q4



State	FY 2023 Q4 Sales
CA	\$1,004,951
PA	\$575,698
MA	\$435,807
MN	\$347,457
NV	\$264,997
NY	\$225,649
TX	\$167,245
FL	\$155,726
MO	\$142,538
IL	\$100,198

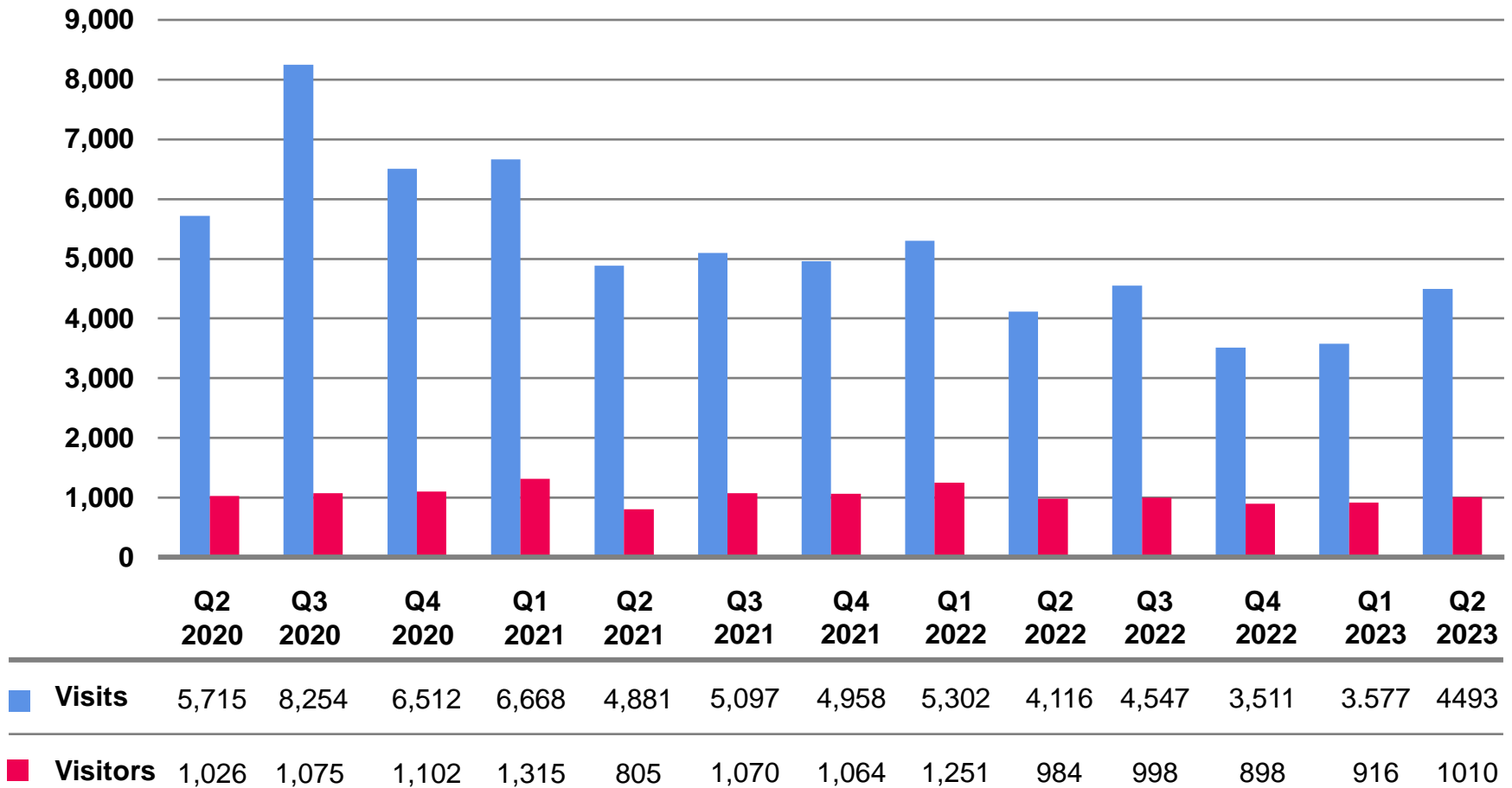
Putnam 529 for America

Client Services Metrics as of 06/30/2023 (FY 2023 Q4)

CRITERIA	SERVICE LEVEL
Transactions	99.3%
<ul style="list-style-type: none">• 96% of all financial and non-financial transactions processed error free	
Telephone service	87.3%
<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 06/30/2023 (FY 2023 Q4)



Seasonal campaign — 529 Awareness Month

- Banners on advisor and shareholder websites
- Wealth Management Center blog 529 content promotion:
 - ❑ Decision made: Why 529 plans are a popular choice
 - ❑ As FAFSA rules change, more grandparents may save
- Marketo email: 529 plan benefits — from K to campus



Decision made: Why 529 plans are a popular choice for college



As FAFSA rules change, more grandparents may save in 529 plans

529 plan benefits — From K to campus

Putnam Investments <no-reply@go.putnam.com>
To: 296e115a.putnaminvestments.onmicrosoft.com@amer.teams.ms

If there are problems with how this message is displayed, click here to view it in a web browser.

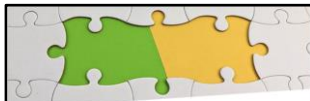


The month of May, featuring graduation season and "5/29" Day, is the perfect time to discuss the importance of saving for education with your clients and prospects. Thanks to decades of growth, 529 plans offer more flexibility than ever to help meet a family's financial goals. Putnam has resources for you to engage for every stage of planning from kindergarten to campus.

Marketing and brand awareness as of 06/30/2023 (FY 2023 Q4)

Digital First Campaign — Waves 31, Wave 32, and Wave 33

Total Visits	Total Advisors
1.11K	422



Learn how convertibles offer stock and bond characteristics as well as diversification within industry, style, and market capitalization.

[Learn more](#)


Putnam Convertible Securities Fund (PCGYX)

“Sometimes the company management will tell you exactly what they see.”

Fund Manager Jerry Sullivan explains why keeping an eye on smart money is part of his stock selection process.

[Watch the video](#)


Putnam Core Equity Fund (PMYXX)



This income fund is managed by a team with expertise across a range of sectors.

[See how we invest](#)

Putnam Diversified Income Trust (PDVYX)



This floating-rate fund focuses on the best ideas of a skilled and experienced investment team.

[Watch the video](#)

Putnam Floating Rate Income Fund (PFRYX)

- Convertible Securities
- Core Equity
- DIT
- Floating Rate

Putnam.com ‘How We Invest: Tax-Free’ content and Capital Market Strategies video content

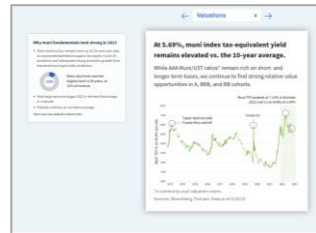
Tax-exempt investing strategies

Municipal bonds offer an attractive source of yield free from federal income tax, as well as a low historical default rate compared with corporate bonds.

With a well-established track record, Putnam offers 12 open-end tax-exempt funds. Our most popular managers have 22 years of investment experience on average and are part of a 4-trader fund management team of more than 30 investment professionals. They work together to provide comprehensive coverage of the risk and opportunities in municipal bond markets.

Putnam Strategic Intermediate Municipal Fund: Tax-exempt income from a leading fund

Putnam municipal bond funds offer tax-free income as your money helps to fund education, health care, housing, and more. Explore the solid performance of Putnam Strategic Intermediate Municipal Fund (PIMIX) compared with other national municipal bond funds.



Ongoing blog content



Active insights On the markets

Market performance when the Fed pauses

Putnam Capital

After embarking (FOHC) appears the federal for the following the Fed has for

Defined Contribution Insights

Secure Act 2.0 and state mandates change retirement planning

How Putnam

Director of R&A Content and State Compliance, 06/20/23

It is a good idea to have a retirement plan advisor because business owners and their teams need your help more than ever. The explosion of workplace investment plans has led to the proliferation of plan providers who provide services to the needs of the employer's needs and employees' needs.

Retirement plan design dominates the RPA 401(k) Success

Of the twenty distinct services at this point in time, we estimate more than half were dedicated to plan design. These included services such as:

- Plan design and implementation
- Plan administration
- Plan compliance
- Plan investment
- Plan distribution

Brand messaging via sports partnerships



ONLY PUTNAM RANKS IN THE TOP 10 IN ALL TIME PERIODS.

BARRON'S LIST OF BEST FUND FAMILIES, 2023.



PUTNAM SHINES ON BARRON'S LIST OF BEST FUND FAMILIES, 2023.

BASED ON ASSET-WEIGHTED TOTAL RETURN

#2

10 YEAR

OUT OF 47 FIRMS

Performance commentary:

Funds on watch status

Fund	Assets as of 06/30/2023	Percentage of plan
Putnam Income Fund	\$4,527,911	1.04%
Putnam Large Cap Growth Fund	\$26,472,274	6.09%

Putnam Income Fund

PNCYX (Putnam Income Fund, Y shares) returned — 0.61% (net) in Q2, while the Bloomberg U.S. Aggregate Index returned — 0.84%; thus, outperforming its benchmark by 23bps.

Performance Drivers

- **Mortgage credit:** The fund's exposure to both RMBS and CMBS credit benefited returns. Within RMBS, positioning in credit risk transfer securities continued to be a tailwind. Market spreads tightened as the U.S. housing market showed signs of strength and homeowner balance sheets remain well positioned. Meanwhile, the CMBS market stabilized somewhat after the bank stress experienced in March and fund positioning proved beneficial.
- **Corporate Credit:** Exposure to high yield corporate credit and collateralized loan obligations [CLOs] also helped relative returns, along with positioning in investment-grade corporate credit. High-yield and investment-grade corporate spreads, represented by JPMorgan Developed High Yield Index and Bloomberg U.S. Investment Grade Corporate Bond Index, tightened 64 bps and 15 bps, respectively, during the period. Additionally, exposure to high-grade CLOs aided relative returns, as underlying loan price recovery benefited the portfolio's positioning in CLOs rated AAA and AA.
- **Prepayment risk:** Prepayment risk strategies were neither a notable contributor nor detractor during the period. Modest long positioning in the mortgage basis weighed on returns during first two months of the period amid higher rates and significant volatility. However, positive performance from Agency IOs offset underperformance as rate volatility subsided late in the quarter.

Putnam Large Cap Growth Fund

The fund outperformed its benchmark for the quarter (14.96% vs 12.81%)

- For the quarter, our overweights to NVIDIA (information technology), Palo Alto Networks (information technology), and Broadcom (information technology) were among the top relative contributors. Our avoidance of AbbVie (health care) also proved beneficial. Top detractors included overweights to MSCI (financials) and Nike (consumer discretionary), as well as an off-benchmark position in Universal Music Group (communication services).
- No new positions were added to the fund this quarter; however, we did eliminate Humana (health care), Estee Lauder (consumer staples), Merck (health care), and Union Pacific (industrials).
- We continue to see structural tailwinds and exciting trends that we believe can drive sustained growth for many businesses. We are focused on companies with strong long-term growth potential and a narrow range of operational and financial outcomes. We look for higher-quality business models and stronger track records that will likely prove more resilient in a wide array of operating and market scenarios.
- Our thematic approach remains a critical part of our investment process and a distinct feature of the fund. Our newest theme is artificial intelligence. Holdings tied to this theme include NVIDIA, Microsoft, Advanced Micro Devices, Broadcom and Cadence Design Systems.
- As always, sector active weights remain reasonably tight in order to reduce unintended factor risks and accentuate stock-specific risk. Currently, we remain within +/- 2% of all sectors. Our largest overweights are to information technology and health care. We have no exposure to the energy sector and industrials is our largest underweight at this time.

Putnam 529 for America

Performance as of 6/30/23

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AGE-BASED PORTFOLIOS														
Putnam 529 Age-Based Graduate	10/1/2010	1.08	-4.74	3.30	-2.64	0.86	-1.11	1.22	0.03	1.32	0.72	1.59	1.11	0.96
Putnam 529 Age-Based Graduate Index	—	1.26		3.95		1.36		1.96		1.89		2.13		
Putnam 529 Age-Based 2002	10/1/2010	1.06	-4.75	3.19	-2.74	1.52	-0.47	1.93	0.73	3.79	3.17	4.77	4.28	0.96
Putnam 529 Age-Based 2002 Index	—	1.26		3.82		1.92		2.91		4.33		5.37		
Putnam 529 Age-Based 2003	10/1/2010	1.17	-4.65	3.43	-2.52	1.78	-0.21	2.14	0.94	4.21	3.59	5.17	4.68	0.98
Putnam 529 Age-Based 2003 Index	—	1.32		4.03		2.13		3.20		4.77		5.80		
Putnam 529 Age-Based 2004	10/1/2010	1.27	-4.55	3.64	-2.32	2.06	0.06	2.38	1.18	4.63	4.01	5.55	5.06	1.00
Putnam 529 Age-Based 2004 Index	—	1.42		4.32		2.41		3.54		5.23		6.23		
Putnam 529 Age-Based 2005	10/1/2010	1.36	-4.47	3.99	-1.99	2.50	0.50	2.71	1.50	5.07	4.45	5.93	5.44	1.03
Putnam 529 Age-Based 2005 Index	—	1.54		4.74		2.84		3.97		5.72		6.68		
Putnam 529 Age-Based 2006	10/1/2010	1.58	-4.26	4.55	-1.46	3.05	1.03	3.09	1.87	5.52	4.89	6.32	5.82	1.04
Putnam 529 Age-Based 2006 Index	—	1.75		5.31		3.36		4.45		6.21		7.12		
Putnam 529 Age-Based 2007	10/1/2010	1.84	-4.02	5.19	-0.86	3.67	1.65	3.49	2.27	5.91	5.28	6.65	6.15	1.07
Putnam 529 Age-Based 2007 Index	—	2.00		5.94		3.97		4.95		6.66		7.52		
Putnam 529 Age-Based 2008	10/1/2010	2.13	-3.75	5.90	-0.19	4.33	2.29	3.85	2.63	6.24	5.62	6.94	6.45	1.08
Putnam 529 Age-Based 2008 Index	—	2.28		6.66		4.58		5.40		7.05		7.86		
Putnam 529 Age-Based 2009	10/1/2010	2.44	-3.45	6.76	0.62	5.03	2.98	4.21	2.98	6.56	5.93	7.23	6.73	1.09
Putnam 529 Age-Based 2009 Index	—	2.62		7.54		5.28		5.81		7.40		8.16		
Putnam 529 Age-Based 2010	10/1/2010	2.87	-3.05	7.72	1.52	5.70	3.64	4.57	3.34	6.87	6.24	7.49	7.00	1.10
Putnam 529 Age-Based 2010 Index	—	2.99		8.46		5.92		6.21		7.73		8.45		
Putnam 529 Age-Based 2011	1/3/2011	3.32	-2.62	8.75	2.50	6.20	4.13	4.81	3.58	7.11	6.47	7.25	6.74	1.11
Putnam 529 Age-Based 2011 Index	—	3.40		9.47		6.41		6.47		7.98		8.15		
Putnam 529 Age-Based 2012	1/3/2012	3.74	-2.23	9.81	3.50	6.80	4.71	5.10	3.86	7.36	6.72	8.49	7.93	1.12
Putnam 529 Age-Based 2012 Index	—	3.81		10.54		7.02		6.80		8.26		9.26		
Putnam 529 Age-Based 2013	1/2/2013	4.01	-1.97	10.54	4.19	7.33	5.23	5.32	4.08	7.56	6.92	8.05	7.44	1.13
Putnam 529 Age-Based 2013 Index	—	4.11		11.23		7.53		7.04		8.47		8.91		

Putnam 529 for America

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AGE-BASED PORTFOLIOS														
Putnam 529 Age-Based 2014	1/2/2014	4.28	-1.71	11.21	4.81	7.79	5.68	5.55	4.30	—	—	6.54	5.88	1.13
Putnam 529 Age-Based 2014 Index	—	4.36	—	11.85	—	8.00	—	7.28	—	—	—	7.60	—	—
Putnam 529 Age-Based 2015	1/2/2015	4.58	-1.43	11.85	5.42	8.24	6.12	5.75	4.51	—	—	6.36	5.62	1.13
Putnam 529 Age-Based 2015 Index	—	4.60	—	12.46	—	8.45	—	7.48	—	—	—	7.76	—	—
Putnam 529 Age-Based 2016	1/4/2016	4.78	-1.25	12.42	5.95	8.60	6.47	5.94	4.70	—	—	7.42	6.58	1.14
Putnam 529 Age-Based 2016 Index	—	4.82	—	13.03	—	8.85	—	7.68	—	—	—	9.11	—	—
Putnam 529 Age-Based 2017	1/3/2017	4.95	-1.08	12.97	6.48	8.88	6.75	6.10	4.85	—	—	7.61	6.64	1.14
Putnam 529 Age-Based 2017 Index	—	5.03	—	13.56	—	9.17	—	7.85	—	—	—	9.15	—	—
Putnam 529 Age-Based 2018	1/2/2018	5.20	-0.85	13.48	6.96	9.15	7.02	6.29	5.03	—	—	5.68	4.55	1.14
Putnam 529 Age-Based 2018 Index	—	5.21	—	14.06	—	9.48	—	8.01	—	—	—	7.47	—	—
Putnam 529 Age-Based 2019	1/2/2019	5.25	-0.80	13.85	7.31	9.36	7.22	—	—	—	—	9.49	8.06	1.15
Putnam 529 Age-Based 2019 Index	—	5.36	—	14.44	—	9.74	—	—	—	—	—	10.94	—	—
Putnam 529 Age-Based 2020	1/2/2020	5.56	-0.51	14.32	7.75	9.59	7.45	—	—	—	—	6.66	4.87	1.15
Putnam 529 Age-Based 2020 Index	—	5.51	—	14.80	—	9.94	—	—	—	—	—	7.23	—	—
Putnam 529 Age-Based 2021	1/4/2021	5.66	-0.41	14.57	7.98	—	—	—	—	—	—	3.92	1.49	1.15
Putnam 529 Age-Based 2021 Index	—	5.64	—	15.09	—	—	—	—	—	—	—	3.76	—	—
Putnam 529 Age-Based 2022	1/3/2022	5.82	-0.26	14.87	8.26	—	—	—	—	—	—	-4.93	-8.61	1.16
Putnam 529 Age-Based 2022 Index	—	5.74	—	15.31	—	—	—	—	—	—	—	-4.49	—	—
Putnam 529 Age-Based 2023*	1/3/2023	5.84	-0.25	—	—	—	—	—	—	—	—	12.40	5.94	1.16
Putnam 529 Age-Based 2023 Index*	—	5.80	—	—	—	—	—	—	—	—	—	12.78	—	—
GOAL-BASED PORTFOLIOS														
Balanced	10/1/2010	4.28	-1.72	10.96	4.58	6.69	4.60	5.18	3.94	6.66	6.03	7.08	6.58	1.12
Balanced Index	—	4.32	—	11.66	—	6.94	—	6.84	—	7.53	—	7.97	—	—
Growth	10/1/2010	5.91	-0.18	15.03	8.41	9.77	7.62	6.62	5.36	8.30	7.66	8.67	8.17	1.16
Growth Index	—	5.84	—	15.51	—	10.20	—	8.43	—	9.37	—	9.80	—	—
Aggressive Growth	10/1/2010	7.41	1.24	18.03	11.24	11.65	9.47	7.69	6.42	9.24	8.60	9.72	9.21	1.18
Aggressive Growth Index	—	6.90	—	18.01	—	12.34	—	9.50	—	10.53	—	10.94	—	—

Putnam 529 for America

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INDIVIDUAL OPTIONS														
Putnam Large Cap Value Fund	10/1/2010	5.19	-0.86	15.24	8.61	16.39	14.12	10.45	9.15	10.59	9.94	11.78	11.27	1.03
Russell 1000 Value Index	—	4.07	—	11.54	—	14.30	—	8.11	—	9.22	—	10.64	—	—
Putnam Small Cap Value Fund	9/12/2014	7.60	1.41	9.14	2.86	20.60	18.25	5.07	3.84	—	—	6.61	5.89	1.30
Russell 2000 Value Index	—	3.18	—	6.01	—	15.43	—	3.54	—	—	—	6.26	—	—
MFS International Equity Fund	10/1/2010	3.67	-2.29	20.64	13.70	10.17	8.02	7.21	5.95	7.01	6.38	6.91	6.42	1.09
MSCI EAFE Index (ND)	—	2.95	—	18.77	—	8.93	—	4.39	—	5.41	—	5.29	—	—
Putnam Large Cap Growth Fund	7/5/2016	14.83	8.22	28.47	21.09	10.49	8.33	14.29	12.94	—	—	17.06	16.07	1.06
Russell 1000 Growth Index	—	12.81	—	27.11	—	13.73	—	15.14	—	—	—	16.96	—	—
Principal MidCap Fund	10/1/2010	9.53	3.23	20.60	13.67	11.07	8.89	10.84	9.54	12.02	11.36	13.42	12.89	1.06
Russell Midcap Index	—	4.76	—	14.92	—	12.50	—	8.46	—	10.32	—	11.52	—	—
State Street S&P 500 Index Fund	6/27/2012	8.59	2.34	18.89	12.06	13.97	11.74	11.76	10.44	12.26	11.60	13.15	12.54	0.55
S&P 500 Index	—	8.74	—	19.59	—	14.60	—	12.31	—	12.86	—	13.77	—	—
Putnam High Yield Fund	4/21/2017	1.40	-2.66	7.20	2.91	2.16	0.77	2.34	1.51	—	—	2.45	1.78	1.18
JPMorgan Developed High Yield Index	—	1.86	—	9.17	—	3.92	—	3.41	—	—	—	3.48	—	—
Putnam Income Fund	10/1/2010	-0.68	-4.66	-2.32	-6.23	-4.45	-5.74	-0.05	-0.86	1.35	0.94	2.12	1.79	0.89
Bloomberg U.S. Aggregate Bond Index	—	-0.84	—	-0.94	—	-3.96	—	0.77	—	1.52	—	1.82	—	—
Federated Hermes Short-Intermediate Government Fund	10/1/2010	-1.77	-5.70	-2.73	-6.62	-3.86	-5.16	-0.20	-1.01	-0.15	-0.56	-0.02	-0.34	0.99
ICE BofA 3-5 Year Treasury Index	—	-1.32	—	-1.34	—	-3.00	—	0.78	—	0.95	—	1.12	—	—
Putnam Government Money Market Fund	8/18/2016	1.10	1.10	3.24	3.24	1.08	1.08	1.14	1.14	—	—	0.89	0.89	0.42
Lipper U.S. Government Money Market Funds Average	—	1.11	—	3.28	—	1.11	—	1.19	—	—	—	0.98	—	—
Putnam Core Bond Fund	10/1/2010	-1.07	-2.06	2.47	1.44	0.08	-0.25	0.71	0.51	1.42	1.31	1.47	1.39	0.85
Bloomberg U.S. Aggregate Bond Index	—	-0.84	—	-0.94	—	-3.96	—	0.77	—	1.52	—	1.82	—	—
Putnam Multi-Asset Income Fund*	2/9/2023	1.40	-2.66	—	—	—	—	—	—	—	—	1.60	-2.46	0.93
Putnam Multi-Asset Income Blended Benchmark*	—	1.87	—	—	—	—	—	—	—	—	—	2.43	—	—

Putnam 529 for America

Underlying performance as of 6/30/23

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Putnam GAA All Equity Portfolio (9/29/2010)	7.52	18.50	12.09	8.10	9.68	10.19
Putnam Equity Blended Index	6.90	18.01	12.34	9.50	10.53	10.95
Lipper Multi-Cap Core Funds average	6.51	15.93	12.08	9.37	10.52	11.27
Putnam GAA Growth Portfolio (9/29/2010)	5.52	14.53	9.56	6.64	8.41	8.78
Putnam Growth Blended Benchmark	5.48	14.68	9.48	8.06	8.98	9.42
Lipper Mixed-Asset Target Allocation Growth Funds average	4.04	10.58	7.61	6.19	7.16	7.67
Putnam GAA Balanced Portfolio (9/29/2010)	4.31	11.13	6.84	5.53	7.16	7.67
Putnam Balanced Blended Benchmark	4.26	11.43	6.65	6.87	7.64	8.14
Lipper Mixed-Asset Target Allocation Moderate Funds average	2.69	7.72	5.14	4.64	5.43	6.00
Putnam GAA Conservative Portfolio (9/29/2010)	1.45	4.59	1.41	2.81	4.27	4.82
Putnam Conservative Blended Benchmark	1.77	5.43	1.52	3.99	4.72	5.13
Lipper Mixed-Asset Target Allocation Conserv. Funds average	1.16	4.26	1.75	2.71	3.61	4.14
Federated Hermes Short-Intermediate Government Fund (2/18/1983)	-1.65	-2.36	-3.55	0.16	0.23	4.84
ICE BofA 3-5 Year Treasury Index	-1.32	-1.34	-3.00	0.78	0.95	—
Lipper Short-Intermediate U.S. Government Funds average	-0.72	-1.07	-2.34	0.21	0.37	4.84
Putnam Small Cap Value Y (4/13/1999)	7.73	9.57	21.11	5.43	8.09	9.08
Russell 2000 Value Index	3.18	6.01	15.43	3.54	7.29	8.73
Lipper Small-Cap Value Funds average	3.86	11.00	19.81	5.11	7.32	9.06
Principal MidCap Fund Instl (3/1/2001)	9.65	21.12	11.51	11.28	12.49	11.01
Russell Mid Cap Index	4.76	14.92	12.50	8.46	10.32	9.13
Lipper Mid-Cap Growth Funds average	5.95	17.99	6.30	8.36	10.64	7.82
State Street S&P 500 Index Fund;N (12/30/1992)	8.71	19.43	14.45	12.20	12.71	9.86
S&P 500 Index	8.74	19.59	14.60	12.31	12.86	10.02
Lipper S&P 500 Index Funds average	8.61	19.08	14.11	11.83	12.32	9.69

Putnam 529 for America

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Putnam Large Cap Value Fund Y (6/15/1977)	5.31	15.71	16.89	10.90	11.04	10.43
Russell 1000 Value Index	4.07	11.54	14.30	8.11	9.22	—
Lipper Large-Cap Value Funds average	4.59	12.75	14.42	8.72	9.49	11.67
Putnam Large Cap Growth Fund Y (10/2/1995)	14.96	29.08	10.92	14.76	15.84	9.55
Russell 1000 Growth Index	12.81	27.11	13.73	15.14	15.74	9.94
Lipper Large-Cap Growth Funds average	12.34	25.09	9.73	12.03	13.65	9.43
Putnam Income Fund Y (11/1/1954)	-0.61	-2.01	-4.12	0.32	1.74	6.98
Bloomberg U.S. Aggregate Bond Index	-0.84	-0.94	-3.96	0.77	1.52	—
Lipper Core Bond Funds average	-0.82	-0.73	-3.54	0.74	1.47	3.12
Putnam High Yield Fund:Y (3/25/1986)	1.44	7.59	2.52	2.69	3.71	6.79
JPMorgan Developed High Yield Index	1.86	9.17	3.92	3.41	4.58	—
Lipper High Yield Funds average	1.45	8.01	3.03	2.77	3.58	1.24
Putnam Govt Money Market A (4/14/2016)	1.12	3.35	1.13	1.21	—	0.95
Lipper U.S. Government Money Market Funds	1.11	3.28	1.11	1.19	—	0.92
MFS International Equity Fund (1/30/1996)	3.78	21.17	10.61	7.62	7.43	7.83
MSCI EAFE Index (ND)	2.95	18.77	8.93	4.39	5.41	4.79
Lipper International Large-Cap Core average	3.13	16.51	8.59	4.33	4.77	6.35
Putnam Core Bond Y (12/23/2008)	-0.99	2.87	0.45	1.10	1.81	2.30
Bloomberg U.S. Aggregate Bond Index	-0.84	-0.94	-3.96	0.77	1.52	2.55
Putnam Multi-Asset Income Fund Y (12/31/2019)	1.49	4.15	0.56	—	—	0.56
Putnam Multi-Asset Income Blended Benchmark	1.87	6.09	1.86	—	—	2.08

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Putnam Retail Management
putnam.com

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 6
September 21, 2023

Item: Prepaid Summary and Quarterly Performance Report for the Nevada Prepaid Tuition Program for the period ended June 30, 2023.

Fiscal Impact: None by this action.

Summary:

Please find attached the Prepaid Tuition Program report for period ended June 30, 2023. Staff will be available to answer questions.

Staff Recommended Motion:

To accept and approve the Prepaid Tuition quarterly program activity report for quarter ended June 30, 2023.

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

QUARTERLY REPORT
AS OF JUNE 30, 2023

Summary of Nevada Prepaid Tuition 4th Quarter FY 23 Activity

Contributions
\$3,910,556

Contracts Sold
124

Contracts Paid
in Full
462

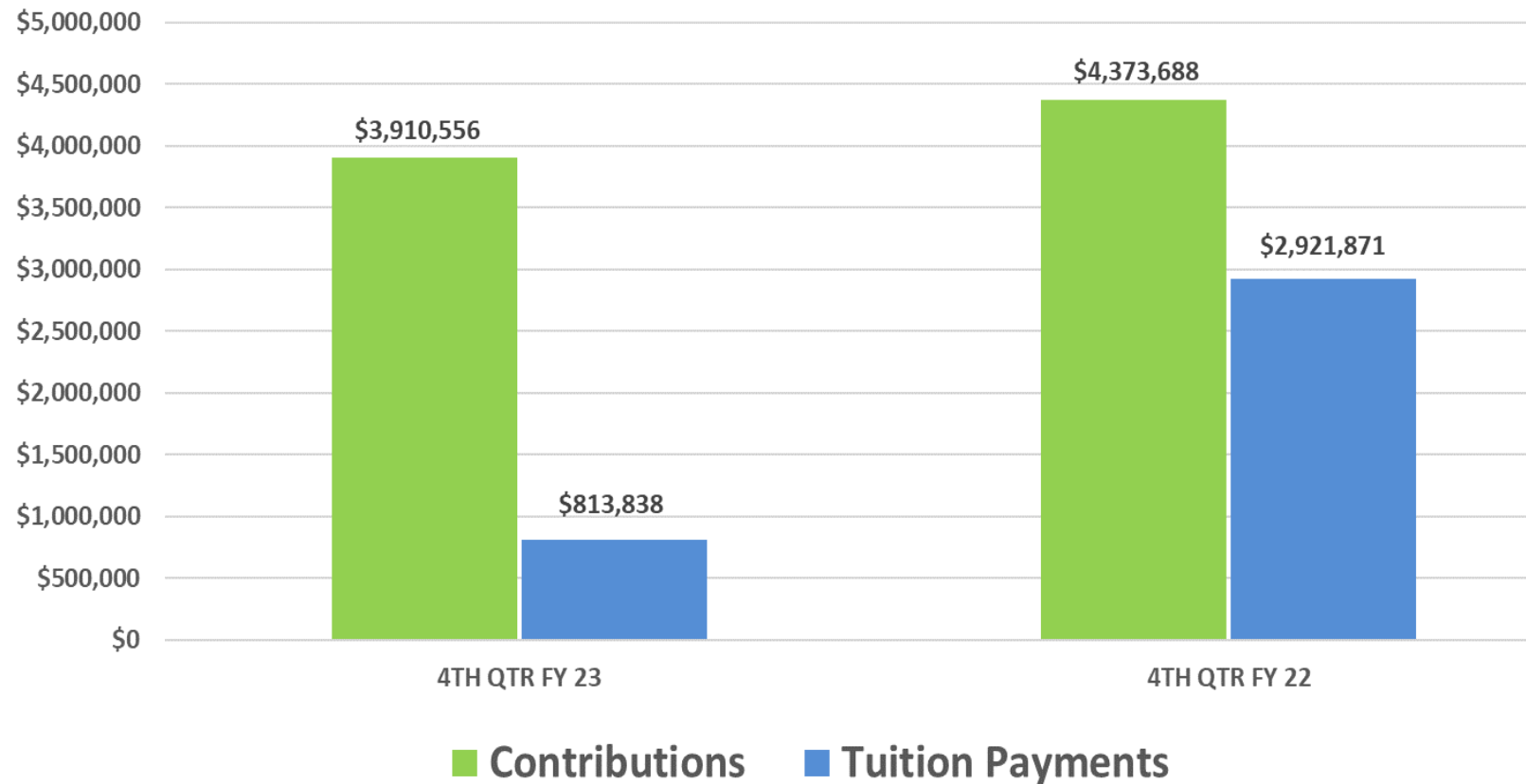
Tuition
Payments
\$813,838

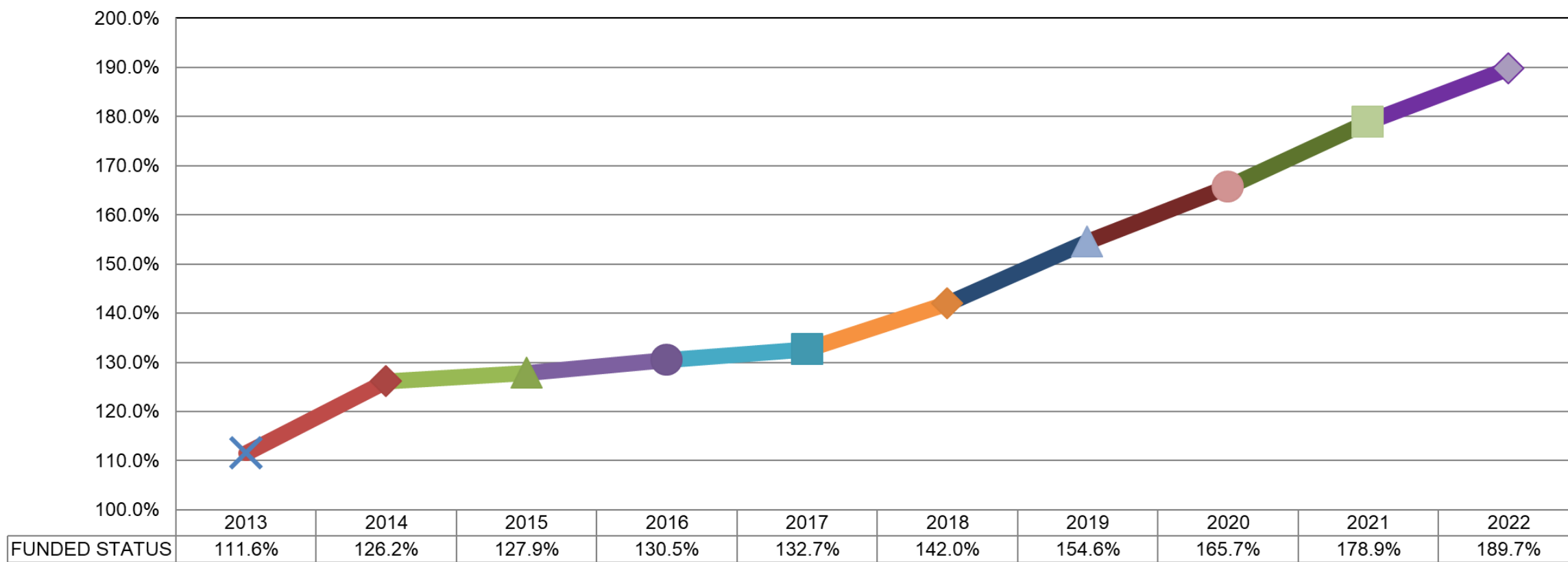
New Graduating
Students
680

Contracts
Depleted
28

4th Quarter FY 23 Contributions vs. Tuition Payments

- Contributions decreased slightly 10.25% 4th quarter FY 23 compared to same quarter FY 22.
- Tuition Payments decreased by a significant amount, 72.15% (\$2,108,033), 4th quarter FY 23 compared to same quarter FY 22. This is mainly due to timing of distributions. Spring invoices for NSHE institutions were paid in 3rd quarter FY 23 compared to being paid in 4th quarter in FY 22.





Funded Status by Fiscal Year

As of June 30, 2022 the funded status was 189.7%, the highest since inception. The FY 2023 funded status is still being evaluated.

Summary of Nevada Prepaid Tuition

As of June 30, 2023

Contributions

\$11,914,281

Tuition Payments

\$11,857,967

Market Value of
Assets

\$386,017,801

Active Accounts

11,047

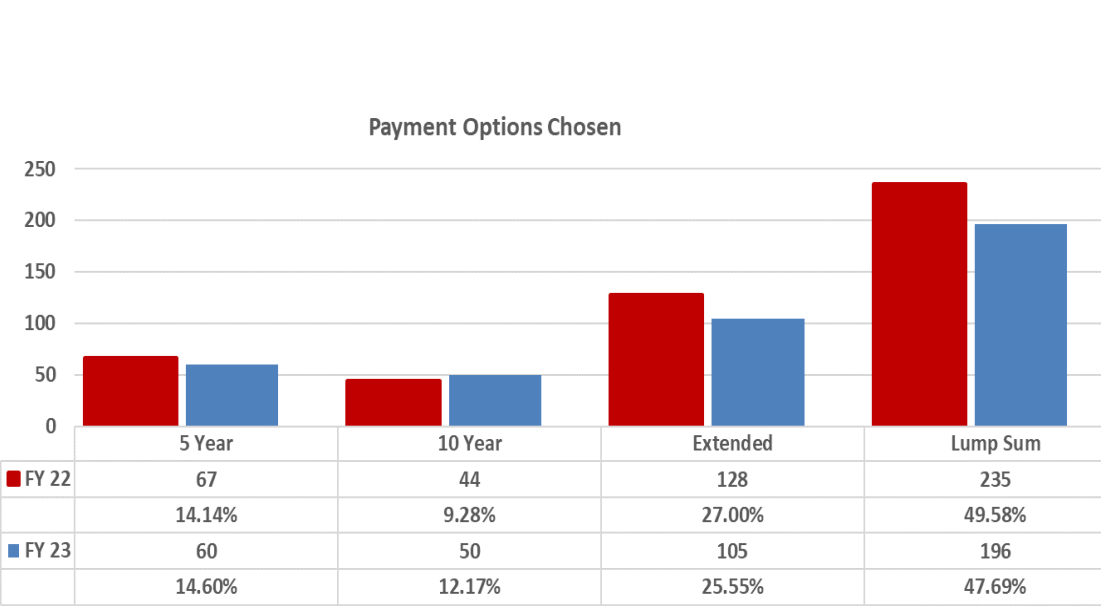
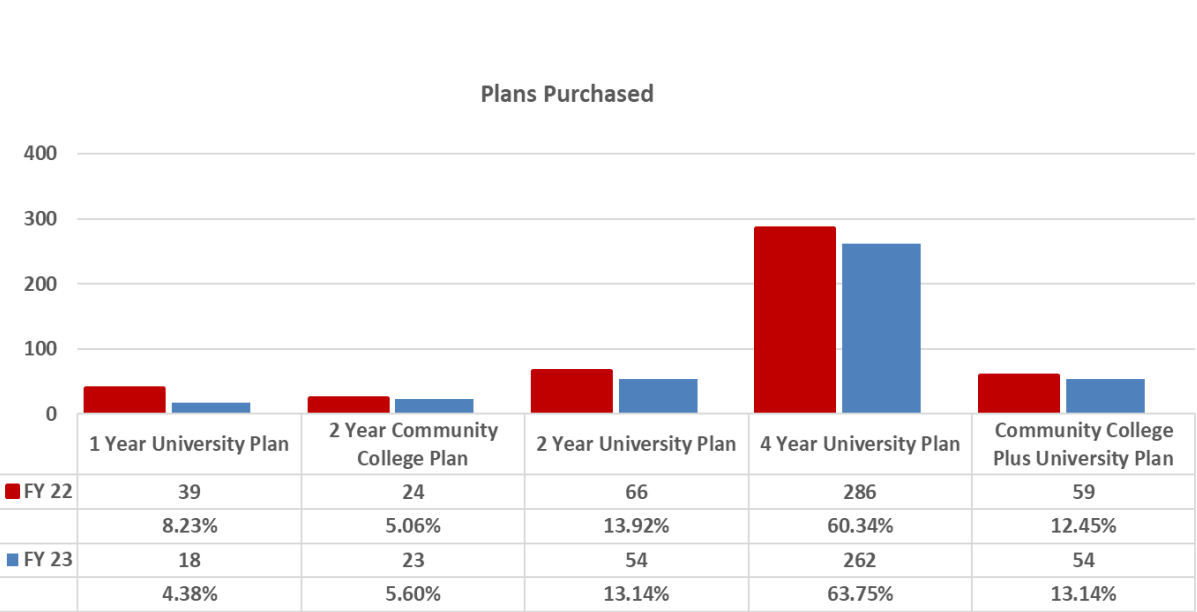
Total students
depleted contracts
since inception:
4,967

Tuition benefits paid
since inception:
\$145,019,142

Contracts sold since
inception: 23,627

Funded status:
(June 30, 2022)
189.7%

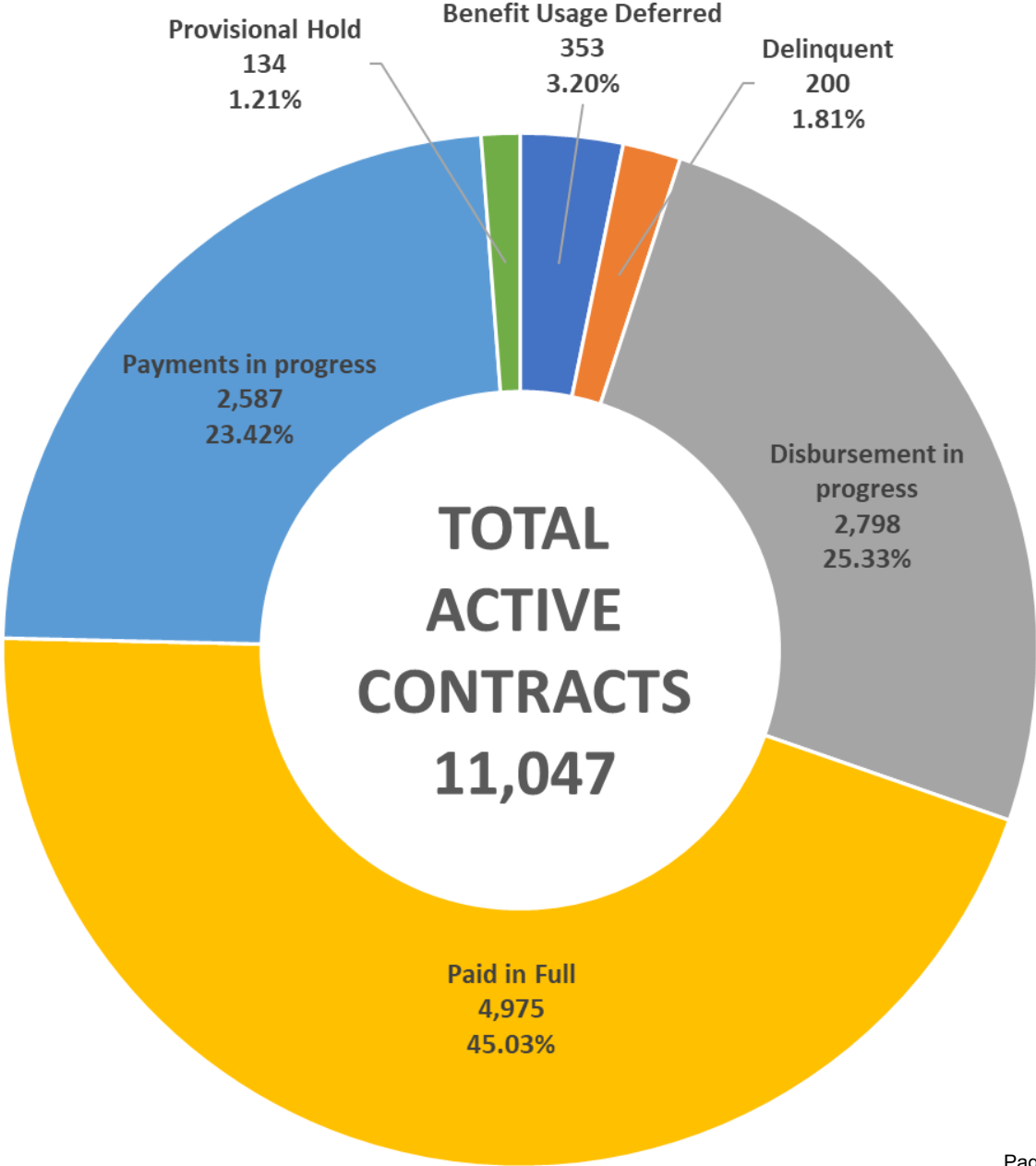
FY 23 Enrollment Plan and Payment Options



- § Enrollment ran from 11/1/2022 through 4/15/23 and had 411 new enrollees during FY 23.
- § Similar to the previous three fiscal years, the Lump Sum payment option(47.69%) and 4-year tuition plan(63.75%) continued to be the most favorable amongst participants in FY 23.

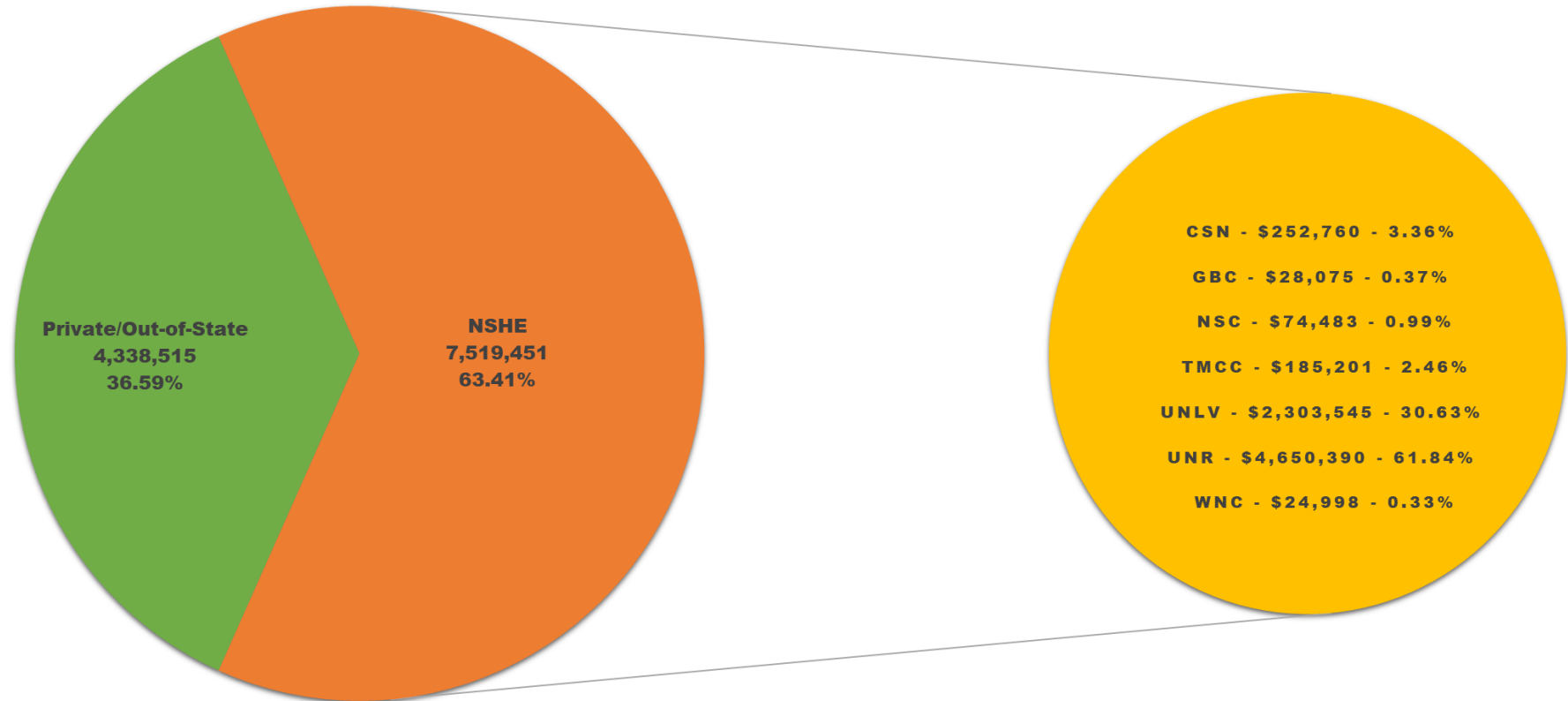
Contract Status As of June 30, 2023

- 361 students depleted their benefits during FY 23.
- 411 new contracts were added during the fiscal year.
- In FY 23 there was a slight decrease (6.0%) in the number of students eligible to use their benefits compared to prior fiscal year.



FY 23 Total Tuition Payments

- Total Tuition payments of \$11,857,967 were made in FY 23.
- FY 23 Tuition payments declined slightly (1.47%) from the prior fiscal year.
- Of the total tuition payments, UNR remained the school with the largest distribution amount during FY 23 (39.22% or \$4,650,390)
- Tuition benefits were paid to 294 different institutions during FY 23.



THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 7
September 21, 2023

Item: Putnam Investments presentation on the 2023 investment review for the Putnam 529 for America Plan.

Summary:

Representatives from Putnam Investments will provide an overview of the 2023 annual investment review for the Putnam 529 for America Plan.

Putnam is proposing no changes to the Plan, thus this item is presented as informational only.

Fiscal Impact: None by this action.

Recommendation:

N/A this agenda item is presented as informational only.

Putnam 529 for America Annual investment update

A world of investing.®



Performance review and outlook
as of June 30, 2023

Not FDIC
Insured

May Lose
Value

No Bank
Guarantee

For use with the College Savings Plans of Nevada Board of Trustees. Not for public distribution.
3102203 9/23

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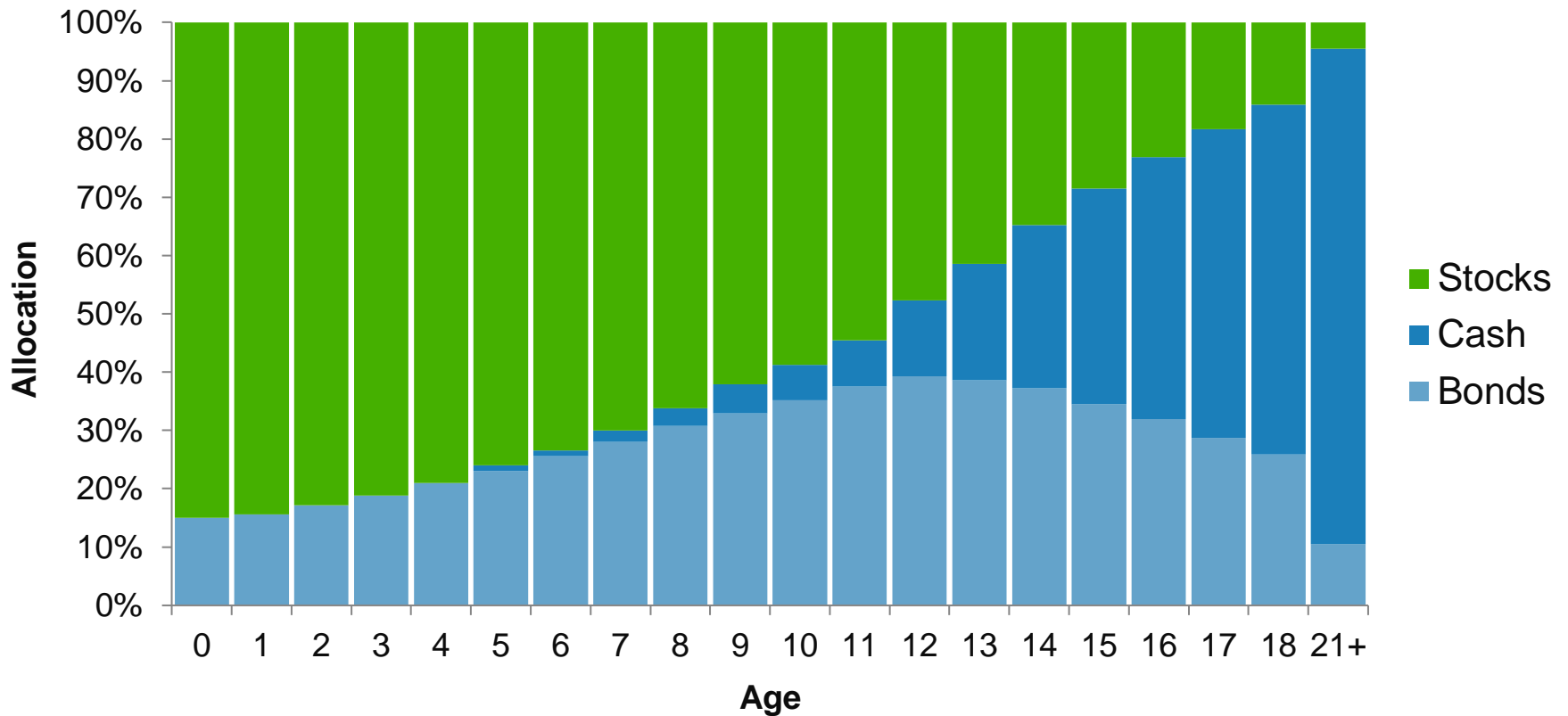
Putnam 529 for America is a differentiated education savings plan

- **National distribution:** Putnam 529 for America is sold through financial advisors
 - Putnam has strong relationships with hundreds of broker dealer firms who sell our 529 plan
 - The firm's financial advisors educate families nationwide on the importance of saving for college costs; customize plans based on clients' suitability; individual time horizon and goals
 - Advisors are typically paid by charging either up-front- or back-end sales charges on new contributions. They may also collect an annual trailer fee for providing ongoing services
- **Benefits just for Nevada residents**
 - No annual maintenance fee (savings of up to \$15 per account per year)
 - \$100 one-time scholarship payment for eligible accounts (established for at least one year and with a minimum \$1,000 balance)
 - No state fee (Putnam reimburses Nevada .010% on average assets per quarter)
- **Superior customer service:** For 32 consecutive years, Putnam has earned a DALBAR Service Award for outstanding service to mutual fund shareholders
- **Competitive performance:** Putnam 529 for America is ranked #1 of 24 advisor-sold plans for three-year performance as of March 31, 2023, by savingforcollege.com*
- **A breadth of investment options** including Age-Based, Goal-Based and individual options managed by Putnam and other fund families

Savingforcollege.com ("SFC") ranks 529 plans based on published investment returns for the 1-, 3-, 5-, and 10-year periods. The "asset-allocation category rankings" compare the historical performance of all 529 portfolios selected by SFC within a particular asset-allocation category, such as 100% equity. The "composite 529 performance rankings" represent an overall, or composite, ranking for each 529 plan based on a comparative analysis of the asset-allocation category rankings across all categories.

Age-based portfolios

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



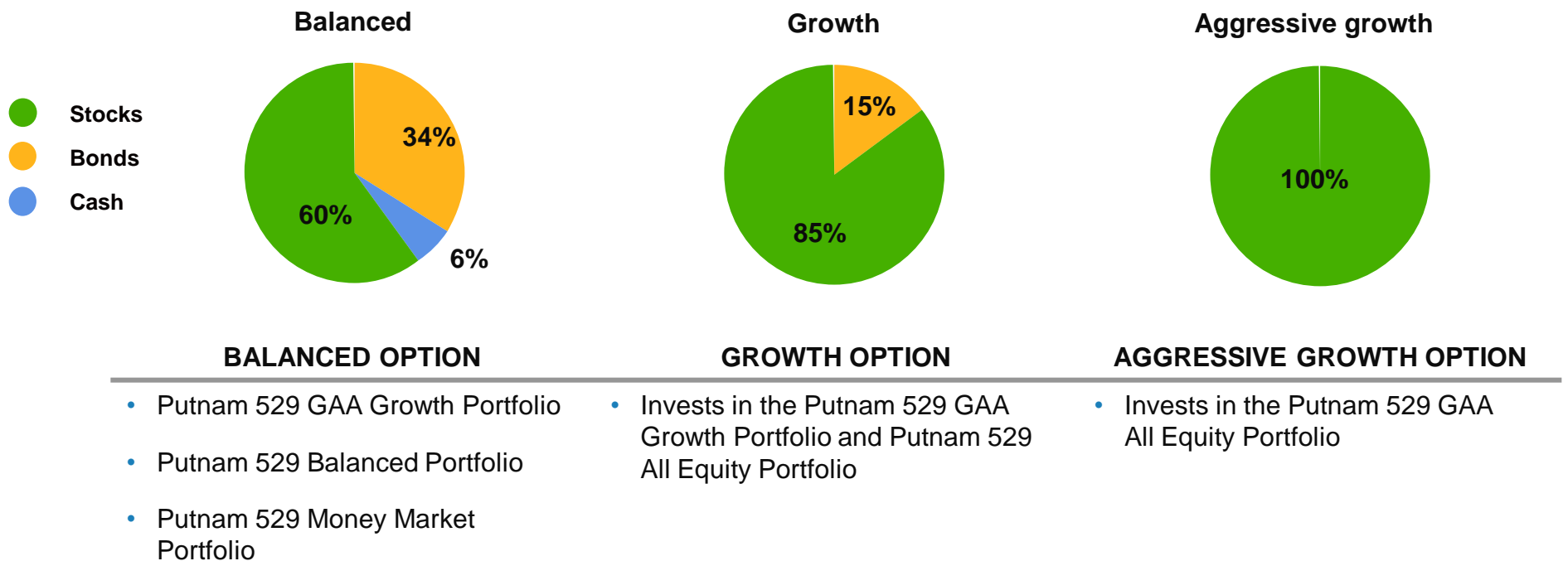
Asset allocations shown are target allocations. Actual allocations may vary.

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.

Performance commentary: Age-based and goal-based strategies

- The strategies posted overall positive results for the one-year period as of 06/30/2023
- Positive contributors to performance
 - Security selection within quantitative U.S. large cap core equity enhanced results
 - Profitability and buyback factors were additive
 - Core fixed income and high yield fixed income strategies were also positive contributors
 - Tactical positioning within interest-rate risk
- Notable detractors to performance
 - Overall dynamic allocation decisions
 - Tactical allocation calls, including positioning in commodities and equities

Putnam 529 for America: Prepared for market volatility

In our view, potential impact of market risks include the following:

- Beyond stocks driven by AI enthusiasm, the rest of the stock market has been flat
- Multiple macro indicators are pointing to a weaker economic environment in the second half of 2023
- With central bankers focused on inflation, the risk of a policy error increases

Putnam 529 for America seeks to handle certain key risks:

- We believe that the diversification of investment choices in the plan helps to mitigate a rise in volatility and to stabilize returns
- Age-based strategies are designed to ward off investment risk in tandem with a beneficiary's age with a goal of minimizing steep losses around the time when withdrawals begin
- Risk can also be managed through tactical allocation and security selection decisions. This aspect of the asset allocation strategy enables us to tactically shift the asset allocation, or reduce risk, when we judge the environment to be particularly vulnerable to downside movement. We also have the ability to focus on securities we feel would provide the best risk/reward tradeoff given the market environment.

Appendix

- Performance
 - Age-based portfolios
 - Goal-based portfolios
 - Individual options
 - Underlying funds
- Organizational changes
- Assets by investment option
- Biographies

Putnam 529 for America

Performance as of 6/30/23

All Bloomberg indices are provided by Bloomberg Index Services Limited.
 All MSCI benchmarks are provided by MSCI.
 Periods less than one year are not annualized.
 * Since inception performance is cumulative.

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	1.08	-4.74	3.30	-2.64	0.86	-1.11	1.22	0.03	1.32	0.72	1.59	1.11	0.96
Putnam 529 Age-Based Graduate Index	—	1.26		3.95		1.36		1.96		1.89		2.13		
Putnam 529 Age-Based 2002	10/1/2010	1.06	-4.75	3.19	-2.74	1.52	-0.47	1.93	0.73	3.79	3.17	4.77	4.28	0.96
Putnam 529 Age-Based 2002 Index	—	1.26		3.82		1.92		2.91		4.33		5.37		
Putnam 529 Age-Based 2003	10/1/2010	1.17	-4.65	3.43	-2.52	1.78	-0.21	2.14	0.94	4.21	3.59	5.17	4.68	0.98
Putnam 529 Age-Based 2003 Index	—	1.32		4.03		2.13		3.20		4.77		5.80		
Putnam 529 Age-Based 2004	10/1/2010	1.27	-4.55	3.64	-2.32	2.06	0.06	2.38	1.18	4.63	4.01	5.55	5.06	1.00
Putnam 529 Age-Based 2004 Index	—	1.42		4.32		2.41		3.54		5.23		6.23		
Putnam 529 Age-Based 2005	10/1/2010	1.36	-4.47	3.99	-1.99	2.50	0.50	2.71	1.50	5.07	4.45	5.93	5.44	1.03
Putnam 529 Age-Based 2005 Index	—	1.54		4.74		2.84		3.97		5.72		6.68		
Putnam 529 Age-Based 2006	10/1/2010	1.58	-4.26	4.55	-1.46	3.05	1.03	3.09	1.87	5.52	4.89	6.32	5.82	1.04
Putnam 529 Age-Based 2006 Index	—	1.75		5.31		3.36		4.45		6.21		7.12		
Putnam 529 Age-Based 2007	10/1/2010	1.84	-4.02	5.19	-0.86	3.67	1.65	3.49	2.27	5.91	5.28	6.65	6.15	1.07
Putnam 529 Age-Based 2007 Index	—	2.00		5.94		3.97		4.95		6.66		7.52		
Putnam 529 Age-Based 2008	10/1/2010	2.13	-3.75	5.90	-0.19	4.33	2.29	3.85	2.63	6.24	5.62	6.94	6.45	1.08
Putnam 529 Age-Based 2008 Index	—	2.28		6.66		4.58		5.40		7.05		7.86		
Putnam 529 Age-Based 2009	10/1/2010	2.44	-3.45	6.76	0.62	5.03	2.98	4.21	2.98	6.56	5.93	7.23	6.73	1.09
Putnam 529 Age-Based 2009 Index	—	2.62		7.54		5.28		5.81		7.40		8.16		
Putnam 529 Age-Based 2010	10/1/2010	2.87	-3.05	7.72	1.52	5.70	3.64	4.57	3.34	6.87	6.24	7.49	7.00	1.10
Putnam 529 Age-Based 2010 Index	—	2.99		8.46		5.92		6.21		7.73		8.45		
Putnam 529 Age-Based 2011	1/3/2011	3.32	-2.62	8.75	2.50	6.20	4.13	4.81	3.58	7.11	6.47	7.25	6.74	1.11
Putnam 529 Age-Based 2011 Index	—	3.40		9.47		6.41		6.47		7.98		8.15		
Putnam 529 Age-Based 2012	1/3/2012	3.74	-2.23	9.81	3.50	6.80	4.71	5.10	3.86	7.36	6.72	8.49	7.93	1.12
Putnam 529 Age-Based 2012 Index	—	3.81		10.54		7.02		6.80		8.26		9.26		
Putnam 529 Age-Based 2013	1/2/2013	4.01	-1.97	10.54	4.19	7.33	5.23	5.32	4.08	7.56	6.92	8.05	7.44	1.13
Putnam 529 Age-Based 2013 Index	—	4.11		11.23		7.53		7.04		8.47		8.91		

Putnam 529 for America

Performance as of 6/30/23

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 * Since inception performance is cumulative.

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		AGE-BASED PORTFOLIOS												
Putnam 529 Age-Based 2014	1/2/2014	4.28	-1.71	11.21	4.81	7.79	5.68	5.55	4.30	—	—	6.54	5.88	1.13
Putnam 529 Age-Based 2014 Index	—	4.36	—	11.85	—	8.00	—	7.28	—	—	—	7.60	—	—
Putnam 529 Age-Based 2015	1/2/2015	4.58	-1.43	11.85	5.42	8.24	6.12	5.75	4.51	—	—	6.36	5.62	1.13
Putnam 529 Age-Based 2015 Index	—	4.60	—	12.46	—	8.45	—	7.48	—	—	—	7.76	—	—
Putnam 529 Age-Based 2016	1/4/2016	4.78	-1.25	12.42	5.95	8.60	6.47	5.94	4.70	—	—	7.42	6.58	1.14
Putnam 529 Age-Based 2016 Index	—	4.82	—	13.03	—	8.85	—	7.68	—	—	—	9.11	—	—
Putnam 529 Age-Based 2017	1/3/2017	4.95	-1.08	12.97	6.48	8.88	6.75	6.10	4.85	—	—	7.61	6.64	1.14
Putnam 529 Age-Based 2017 Index	—	5.03	—	13.56	—	9.17	—	7.85	—	—	—	9.15	—	—
Putnam 529 Age-Based 2018	1/2/2018	5.20	-0.85	13.48	6.96	9.15	7.02	6.29	5.03	—	—	5.68	4.55	1.14
Putnam 529 Age-Based 2018 Index	—	5.21	—	14.06	—	9.48	—	8.01	—	—	—	7.47	—	—
Putnam 529 Age-Based 2019	1/2/2019	5.25	-0.80	13.85	7.31	9.36	7.22	—	—	—	—	9.49	8.06	1.15
Putnam 529 Age-Based 2019 Index	—	5.36	—	14.44	—	9.74	—	—	—	—	—	10.94	—	—
Putnam 529 Age-Based 2020	1/2/2020	5.56	-0.51	14.32	7.75	9.59	7.45	—	—	—	—	6.66	4.87	1.15
Putnam 529 Age-Based 2020 Index	—	5.51	—	14.80	—	9.94	—	—	—	—	—	7.23	—	—
Putnam 529 Age-Based 2021	1/4/2021	5.66	-0.41	14.57	7.98	—	—	—	—	—	—	3.92	1.49	1.15
Putnam 529 Age-Based 2021 Index	—	5.64	—	15.09	—	—	—	—	—	—	—	3.76	—	—
Putnam 529 Age-Based 2022	1/3/2022	5.82	-0.26	14.87	8.26	—	—	—	—	—	—	-4.93	-8.61	1.16
Putnam 529 Age-Based 2022 Index	—	5.74	—	15.31	—	—	—	—	—	—	—	-4.49	—	—
Putnam 529 Age-Based 2023*	1/3/2023	5.84	-0.25	—	—	—	—	—	—	—	—	12.40	5.94	1.16
Putnam 529 Age-Based 2023 Index*	—	5.80	—	—	—	—	—	—	—	—	—	12.78	—	—
GOAL-BASED PORTFOLIOS														
Balanced	10/1/2010	4.28	-1.72	10.96	4.58	6.69	4.60	5.18	3.94	6.66	6.03	7.08	6.58	1.12
Balanced Index	—	4.32	—	11.66	—	6.94	—	6.84	—	7.53	—	7.97	—	—
Growth	10/1/2010	5.91	-0.18	15.03	8.41	9.77	7.62	6.62	5.36	8.30	7.66	8.67	8.17	1.16
Growth Index	—	5.84	—	15.51	—	10.20	—	8.43	—	9.37	—	9.80	—	—
Aggressive Growth	10/1/2010	7.41	1.24	18.03	11.24	11.65	9.47	7.69	6.42	9.24	8.60	9.72	9.21	1.18
Aggressive Growth Index	—	6.90	—	18.01	—	12.34	—	9.50	—	10.53	—	10.94	—	—

Putnam 529 for America

Performance as of 6/30/23

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		INDIVIDUAL OPTIONS												
Putnam Large Cap Value Fund	10/1/2010	5.19	-0.86	15.24	8.61	16.39	14.12	10.45	9.15	10.59	9.94	11.78	11.27	1.03
Russell 1000 Value Index	—	4.07	—	11.54	—	14.30	—	8.11	—	9.22	—	10.64	—	—
Putnam Small Cap Value Fund	9/12/2014	7.60	1.41	9.14	2.86	20.60	18.25	5.07	3.84	—	—	6.61	5.89	1.30
Russell 2000 Value Index	—	3.18	—	6.01	—	15.43	—	3.54	—	—	—	6.26	—	—
MFS International Equity Fund	10/1/2010	3.67	-2.29	20.64	13.70	10.17	8.02	7.21	5.95	7.01	6.38	6.91	6.42	1.09
MSCI EAFE Index (ND)	—	2.95	—	18.77	—	8.93	—	4.39	—	5.41	—	5.29	—	—
Putnam Large Cap Growth Fund	7/5/2016	14.83	8.22	28.47	21.09	10.49	8.33	14.29	12.94	—	—	17.06	16.07	1.06
Russell 1000 Growth Index	—	12.81	—	27.11	—	13.73	—	15.14	—	—	—	16.96	—	—
Principal MidCap Fund	10/1/2010	9.53	3.23	20.60	13.67	11.07	8.89	10.84	9.54	12.02	11.36	13.42	12.89	1.06
Russell Midcap Index	—	4.76	—	14.92	—	12.50	—	8.46	—	10.32	—	11.52	—	—
State Street S&P 500 Index Fund	6/27/2012	8.59	2.34	18.89	12.06	13.97	11.74	11.76	10.44	12.26	11.60	13.15	12.54	0.55
S&P 500 Index	—	8.74	—	19.59	—	14.60	—	12.31	—	12.86	—	13.77	—	—
Putnam High Yield Fund	4/21/2017	1.40	-2.66	7.20	2.91	2.16	0.77	2.34	1.51	—	—	2.45	1.78	1.18
JPMorgan Developed High Yield Index	—	1.86	—	9.17	—	3.92	—	3.41	—	—	—	3.48	—	—
Putnam Income Fund	10/1/2010	-0.68	-4.66	-2.32	-6.23	-4.45	-5.74	-0.05	-0.86	1.35	0.94	2.12	1.79	0.89
Bloomberg U.S. Aggregate Bond Index	—	-0.84	—	-0.94	—	-3.96	—	0.77	—	1.52	—	1.82	—	—
Federated Hermes Short-Intermediate Government Fund	10/1/2010	-1.77	-5.70	-2.73	-6.62	-3.86	-5.16	-0.20	-1.01	-0.15	-0.56	-0.02	-0.34	0.99
ICE BofA 3-5 Year Treasury Index	—	-1.32	—	-1.34	—	-3.00	—	0.78	—	0.95	—	1.12	—	—
Putnam Government Money Market Fund	8/18/2016	1.10	1.10	3.24	3.24	1.08	1.08	1.14	1.14	—	—	0.89	0.89	0.42
Lipper U.S. Government Money Market Funds Average	—	1.11	—	3.28	—	1.11	—	1.19	—	—	—	0.98	—	—
Putnam Core Bond Fund	10/1/2010	-1.07	-2.06	2.47	1.44	0.08	-0.25	0.71	0.51	1.42	1.31	1.47	1.39	0.85
Bloomberg U.S. Aggregate Bond Index	—	-0.84	—	-0.94	—	-3.96	—	0.77	—	1.52	—	1.82	—	—
Putnam Multi-Asset Income Fund*	2/9/2023	1.40	-2.66	—	—	—	—	—	—	—	—	1.60	-2.46	0.93
Putnam Multi-Asset Income Blended Benchmark*	—	1.87	—	—	—	—	—	—	—	—	—	2.43	—	—

Putnam 529 for America

Underlying performance as of 6/30/23

All Bloomberg indices are provided by Bloomberg Index Services Limited.
 All MSCI benchmarks are provided by MSCI.
 Periods less than one year are not annualized.
 * Since inception performance is cumulative.

	QUARTER	1 YEAR	3 YEARS	5 YEARS	10 YEARS	SINCE INCEPTION
Putnam GAA All Equity Portfolio (9/29/2010)	7.52	18.50	12.09	8.10	9.68	10.19
Putnam Equity Blended Index	6.90	18.01	12.34	9.50	10.53	10.95
Lipper Multi-Cap Core Funds average	6.51	15.93	12.08	9.37	10.52	11.27
Putnam GAA Growth Portfolio (9/29/2010)	5.52	14.53	9.56	6.64	8.41	8.78
Putnam Growth Blended Benchmark	5.48	14.68	9.48	8.06	8.98	9.42
Lipper Mixed-Asset Target Allocation Growth Funds average	4.04	10.58	7.61	6.19	7.16	7.67
Putnam GAA Balanced Portfolio (9/29/2010)	4.31	11.13	6.84	5.53	7.16	7.67
Putnam Balanced Blended Benchmark	4.26	11.43	6.65	6.87	7.64	8.14
Lipper Mixed-Asset Target Allocation Moderate Funds average	2.69	7.72	5.14	4.64	5.43	6.00
Putnam GAA Conservative Portfolio (9/29/2010)	1.45	4.59	1.41	2.81	4.27	4.82
Putnam Conservative Blended Benchmark	1.77	5.43	1.52	3.99	4.72	5.13
Lipper Mixed-Asset Target Allocation Conserv. Funds average	1.16	4.26	1.75	2.71	3.61	4.14
Federated Hermes Short-Intermediate Government Fund (2/18/1983)	-1.65	-2.36	-3.55	0.16	0.23	4.84
ICE BofA 3-5 Year Treasury Index	-1.32	-1.34	-3.00	0.78	0.95	—
Lipper Short-Intermediate U.S. Government Funds average	-0.72	-1.07	-2.34	0.21	0.37	4.84
Putnam Small Cap Value Y (4/13/1999)	7.73	9.57	21.11	5.43	8.09	9.08
Russell 2000 Value Index	3.18	6.01	15.43	3.54	7.29	8.73
Lipper Small-Cap Value Funds average	3.86	11.00	19.81	5.11	7.32	9.06
Principal MidCap Fund Instl (3/1/2001)	9.65	21.12	11.51	11.28	12.49	11.01
Russell Mid Cap Index	4.76	14.92	12.50	8.46	10.32	9.13
Lipper Mid-Cap Growth Funds average	5.95	17.99	6.30	8.36	10.64	7.82
State Street S&P 500 Index Fund;N (12/30/1992)	8.71	19.43	14.45	12.20	12.71	9.86
S&P 500 Index	8.74	19.59	14.60	12.31	12.86	10.02
Lipper S&P 500 Index Funds average	8.61	19.08	14.11	11.83	12.32	9.69

Putnam 529 for America

Underlying performance as of 6/30/23

All Bloomberg indices are provided by Bloomberg Index Services Limited.
 All MSCI benchmarks are provided by MSCI.
 Periods less than one year are not annualized.
 * Since inception performance is cumulative.

	QUARTER	1 YEAR	3 YEARS	5 YEARS	10 YEARS	SINCE INCEPTION
Putnam Large Cap Value Fund Y (6/15/1977)	5.31	15.71	16.89	10.90	11.04	10.43
Russell 1000 Value Index	4.07	11.54	14.30	8.11	9.22	—
Lipper Large-Cap Value Funds average	4.59	12.75	14.42	8.72	9.49	11.67
Putnam Large Cap Growth Fund Y (10/2/1995)	14.96	29.08	10.92	14.76	15.84	9.55
Russell 1000 Growth Index	12.81	27.11	13.73	15.14	15.74	9.94
Lipper Large-Cap Growth Funds average	12.34	25.09	9.73	12.03	13.65	9.43
Putnam Income Fund Y (11/1/1954)	-0.61	-2.01	-4.12	0.32	1.74	6.98
Bloomberg U.S. Aggregate Bond Index	-0.84	-0.94	-3.96	0.77	1.52	—
Lipper Core Bond Funds average	-0.82	-0.73	-3.54	0.74	1.47	3.12
Putnam High Yield Fund Y (3/25/1986)	1.44	7.59	2.52	2.69	3.71	6.79
JPMorgan Developed High Yield Index	1.86	9.17	3.92	3.41	4.58	—
Lipper High Yield Funds average	1.45	8.01	3.03	2.77	3.58	1.24
Putnam Govt Money Market A (4/14/2016)	1.12	3.35	1.13	1.21	—	0.95
Lipper U.S. Government Money Market Funds	1.11	3.28	1.11	1.19	—	0.92
MFS International Equity Fund (1/30/1996)	3.78	21.17	10.61	7.62	7.43	7.83
MSCI EAFE Index (ND)	2.95	18.77	8.93	4.39	5.41	4.79
Lipper International Large-Cap Core average	3.13	16.51	8.59	4.33	4.77	6.35
Putnam Core Bond Y (12/23/2008)	-0.99	2.87	0.45	1.10	1.81	2.30
Bloomberg U.S. Aggregate Bond Index	-0.84	-0.94	-3.96	0.77	1.52	2.55
Putnam Multi-Asset Income Fund Y (12/31/2019)	1.49	4.15	0.56	—	—	0.56
Putnam Multi-Asset Income Blended Benchmark	1.87	6.09	1.86	—	—	2.08

Putnam ownership structure update

- Acquired by Great-West Lifeco in 2007
- Great-West Lifeco key facts
 - Financial services holding company with interests in life and health insurance, investment and retirement savings, and reinsurance businesses
 - \$26 billion market cap and rated Fitch A / S&P A+
 - Majority owned by Power Corporation (POW CN), a diversified financial services management and holding company, covering insurance, asset management, and distribution with a \$18 billion market cap and credit ratings of S&P A+ / DBRS Morningstar A



On May 31, 2023, it was announced that Putnam Investments is expected to become part of Franklin Templeton later this year. This move will align Putnam with a major global investment management organization that has significant resources and extensive distribution capabilities. There are no changes expected to Putnam's investment process or investment professionals. The transaction is subject to customary closing conditions, including receipt of applicable regulatory approvals.

Ratings and market cap values are as of April 18, 2023. Credit ratings are as reported on GWLIF and POW CN websites; market cap figures are provided by the Toronto Stock Exchange and converted to USD at a rate of Can\$1.339/USD.

Summary of organizational changes

- In March 2023, the Putnam Growth Opportunities Fund was renamed to Putnam Large Cap Growth Fund, which Putnam believes more clearly represents the fund's investing style and approach. There are no changes to the fund's investment philosophy, process, or management, and the fund remains benchmarked to the Russell 1000 Growth Index.
- In February 2023, Putnam Multi-Asset Absolute Return Fund merged to Putnam Multi-Asset Income Fund. Putnam Multi-Asset Income Fund was launched in December 2019 as a building block for Putnam's Retirement Advantage Funds and was not publicly available as a standalone investment product. On February 13, 2023, Putnam launched additional share classes opening the fund to retail and institutional investors.
- Also in February 2023, Putnam Fixed Income Absolute Return Fund was repositioned and renamed as Putnam Core Bond Fund.
- In December 2022, Portfolio Manager, Srinivas Maloor, Ph.D. left the firm. His responsibilities were absorbed by other members of the Global Asset Allocation team without materially impacting the workload of the team. Dr. Maloor was not a named portfolio manager on any portfolios.

Putnam 529 for America

Assets by investment option as of 06/30/2023 (FY 2023 Q4)

Category	Fund	6/30/23 Assets	Percentage of Grand Total
Age-based	Total	\$209,422,860	48.16%
Goal-based	Total	\$96,013,610	22.08%
	Goal-based balanced	\$30,219,877	6.95%
	Goal-based growth	\$33,125,146	7.62%
	Goal-based aggressive growth	\$32,668,586	7.51%
Individual fund options	Total	\$124,360,444	28.60%
	Federated Hermes Short-Intermediate Gov	\$1,132,523	0.26%
	MFS International Equity	\$8,735,391	2.01%
	Principal MidCap	\$17,612,767	4.05%
	Putnam 529 State Street S&P 500 Index	\$15,730,721	3.62%
	Putnam Large Cap Value	\$22,701,952	5.22%
	Putnam Government Money Market	\$14,451,324	3.32%
	Putnam Large Cap Growth	\$26,472,274	6.09%
	Putnam High Yield	\$2,165,500	0.50%
	Putnam Income	\$4,527,911	1.04%
	Putnam Small Cap Value	\$4,274,285	0.98%
	Putnam Core Bond	\$5,011,918	1.15%
	Putnam Multi-Asset Income	\$6,555,797	1.51%
	Grand total	\$434,808,831	100.00%

Judith A. Minsk

*Director, Investment Strategies
Global Investment Strategies*

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.

Previously at Putnam, Ms. Minsk served in various roles, including Regional Marketing Associate, Advisory Specialist, Alliance Account Manager for Investment-Only, and Broker-Dealer Relationship Manager. She has been in the investment industry since she joined Putnam in 1993.

Education

University of Massachusetts at Amherst, B.A.

Jonathan M. Schreiber, CFA

*Senior Investment Director,
Team Leader
Global Investment Strategies*

Mr. Schreiber is a Senior Investment Director and Team Leader in the Global Investment Strategies group, specializing in Global Asset Allocation (GAA) products. He is responsible for communicating investment performance, positioning, and strategy; performing competitive analysis; gathering intelligence on trends in the global marketplace; and developing and launching new products. Mr. Schreiber has been in the investment industry since he joined Putnam in 2010.

Previously at Putnam, Mr. Schreiber served in various roles, including as a GAA Investment Product Analyst and a Senior Investment Specialist in the Defined Contribution group.

Education

Boston College, B.S.

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THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 8
September 21, 2023

Item: **Wealthfront presentation on the 2023 investment review for the Wealthfront 529 College Savings Plan.**

Summary:

Representatives from Wealthfront will provide an overview of the 2023 annual investment review for the Wealthfront 529 College Savings Plan.

Wealthfront is proposing no changes to the Plan, thus this item is presented as informational only.

Fiscal Impact: None by this action.

Recommendation:

N/A this agenda item is presented as informational only.

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 9
September 21, 2023

Item: **Staff update regarding JP Morgan SSGA Transition.**

Summary:

During the August 2022 meeting of the Board of Trustees of the College Savings Plans of Nevada, the Board approved Agenda Item #4, which replaced the existing SSGA UPromise 529 Plan with a new plan in partnership with JP Morgan.

During the May 19, 2023 meeting of the Board of Trustees of the College Savings Plans of Nevada, the Board approved the agreement to transition the existing SSGA UPromise 529 Plan to the Future Path 529 Plan in partnership with JP Morgan.

Fiscal Impact: None by this action.

Recommendation:

N/A this agenda item is presented as informational only.

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 10
September 21, 2023

**Item: USAA 529 Distinguished Valor Matching Grant
 Program Eligibility Updates**

Summary:

Representatives from USAA/Victory have proposed changes to the eligibility guidelines for the USAA 529 Distinguished Valor Matching Grant Program.

Representatives from Victory Capital will provide a presentation on the proposed changes and will be available to answer any questions.

Fiscal Impact: None by this action.

Recommendation:

**To accept and approve the proposed changes to the USAA
529 Distinguished Valor Matching Grant Program.**

Distinguished Valor Matching Grant Expansion Current vs Proposed Changes

Victory Capital seeks approval to expand eligibility for the Distinguished Valor Matching Grant Program.

Expanding eligibility and enhancing how it is promoted will strengthen our presence within the Nevada military community.

	Current	Proposal
Account owner must be a Nevada Resident	No change	
Military Status	Account owner must currently serve on active duty in the U.S. military.	Account owner must currently serve on active duty or have honorably served in the U.S. military.
Purple Heart Recipient	Those awarded a Purple Heart in either Operation Iraqi Freedom or Operation Enduring Freedom.	Remove Purple Heart and replace with honorably served status
Gross Income	Less than \$95,000	Less than \$150,000
Beneficiary Requirements	Must be a child of the account owner and the child must not have attained the age of 13 by Dec. 31 of the year in which the application is submitted.	Must be a child and not have attained the age of 13 by Dec. 31 of the year in which the application is submitted.
Must be the account owner of a USAA 529 Education Savings Plan account or open an account at the time the application is submitted.	No change	

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 11
September 21, 2023

**Item: Prepaid Summary and Quarterly Performance
Report for the Nevada Prepaid Tuition Program for
the period ended June 30, 2023**

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 March 31, 2023.

Kay Ceserani with Meketa Investment Group Inc. will present this quarterly report.

Fiscal Impact: None by this action.

Staff recommended motion:

**Move to approve the Nevada Prepaid Tuition Program
quarterly review of investment performance by Meketa
Investment Group Inc. for the quarter ending June 30, 2023.**

Nevada 529 College Savings Programs

September 21, 2023

2Q 2023 Nevada Prepaid
Tuition Plan Quarterly Report

Introduction

The Nevada Prepaid Tuition Plan Portfolio had an aggregate value of \$392.0 million as of June 30, 2023. During the latest quarter, the Total Portfolio increased in value by \$19.3 million, and over the trailing one-year period the Total Portfolio increased in value by \$35.3 million.

After a particularly difficult 2022, most public market assets are up thus far in 2023, continuing to build on gains from the fourth quarter of last year. Risk sentiment has been supported by expectations that policy tightening could be ending soon, as inflation continues to fall, and growth has slowed. US Stocks rose sharply in the second quarter of 2023, with most of the gains coming in the month of June when the Fed kept its target rate unchanged for the first time since early 2022. Investors are expressing optimism that the Fed can tame inflation without widespread disruptions to the equity markets. Additionally, the yield curve remains inverted with the spread between the two-year and ten-year Treasuries finishing the month at -1.06%. The more closely watched measure by the Fed, the spread between the three-month and ten-year treasuries, also remained inverted at -1.62%. Moving forward, the delicate balancing act of central banks trying to reduce inflation without dramatically depressing growth will remain key.

Asset Allocation Trends

With respect to policy targets, the Total Portfolio ended the latest quarter overweight Large Cap Equity and Cash, and underweight Small Cap Equity, Mid Cap Equity, and Fixed Income. All asset class weights, other than cash, remained within their policy target ranges for the second quarter.

Recent Investment Performance

The Total Portfolio outperformed its policy benchmark by 0.30% over the most recent quarter on a net of fees basis. The portfolio returned 10.9% after fees over the one-year period and outperformed its benchmark by 0.30% over the same period. The portfolio outperformed over both the three-year and five-year periods each by 20 basis points.

	Quarter	1 Year	3 Year	5 Year
Total Portfolio (Gross of Fees) ¹	4.7	11.0	8.6	7.4
Total Portfolio (Net of Fees)	4.7	10.9	8.5	7.2
Policy Benchmark ²	4.4	10.6	8.3	7.0
Excess Return (Net)	0.3	0.3	0.2	0.2
Public DB \$250M-\$1B Peer Median	3.1	8.5	7.5	6.3

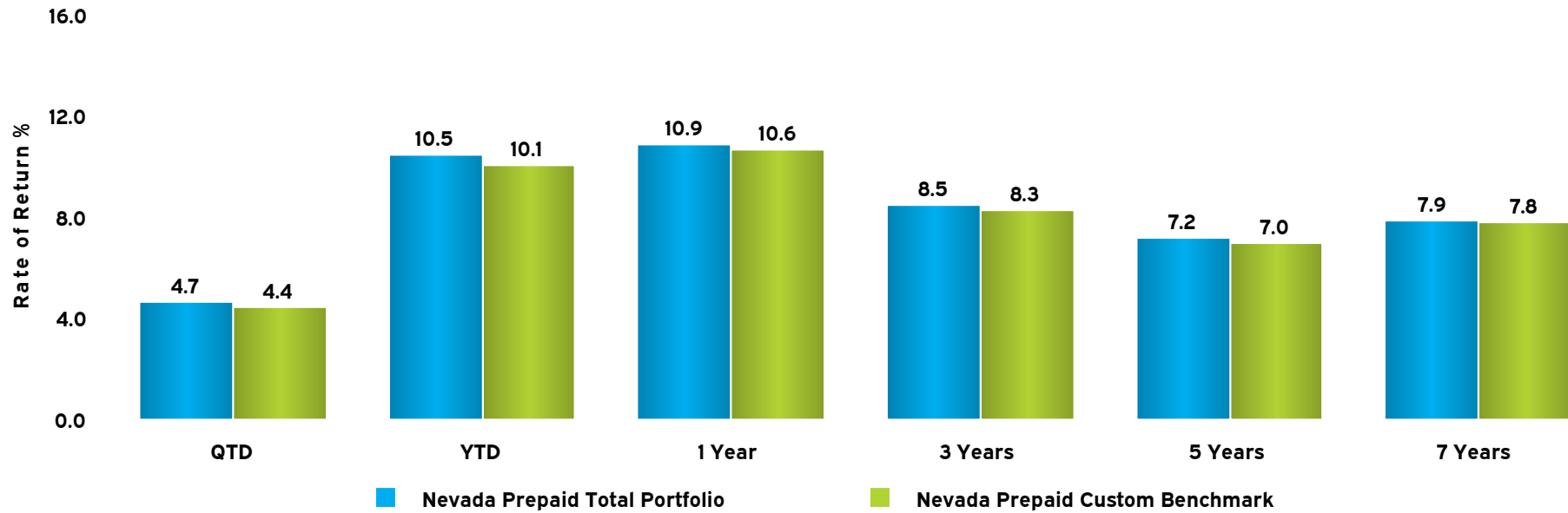
¹ Total Gross of Fees amounts estimated using the following manager fee schedule: Vanguard LCE = 4 bps, Vanguard MCE & SCE = 8 bps, Glenmede = 64 bps, GH = 19 bps

² Policy Benchmark consists of 39% S&P 500 Index, 30% Bloomberg 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.

Summary of Cash Flows

	QTD	1 Year
Nevada Prepaid Total Portfolio		
Beginning Market Value	372,737,784	356,679,630
Net Cash Flow	1,841,491	-3,437,624
Net Investment Change	17,416,639	38,753,907
Ending Market Value	391,995,913	391,995,913

Return Summary - Net of Fees



Performance Summary | As of June 30, 2023

	Market Value (\$)	QTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)	7 Yrs (%)
Nevada Prepaid Total Portfolio	391,995,913	4.7	10.9	8.5	7.2	7.9
<i>Nevada Prepaid Custom Benchmark</i>		4.4	10.6	8.3	7.0	7.8
<i>InvMetrics Public DB \$250M-\$1B Median</i>		3.1	8.5	7.5	6.3	7.5
Public Equity	203,854,495	7.9	18.5	14.8	11.2	12.7
Vanguard - Large Cap Equity (VINIX)	164,187,038	8.7	19.5	14.6	12.3	13.4
<i>S&P 500 Index</i>		8.7	19.6	14.6	12.3	13.4
<i>Large Blend Median</i>		7.9	18.3	13.7	11.0	12.2
Vanguard - Mid Cap Equity (VSPMX)	27,154,001	4.8	17.6	15.4	7.7	10.0
<i>S&P MidCap 400 Index</i>		4.9	17.6	15.4	7.8	10.1
<i>Mid-Cap Blend Median</i>		4.7	14.5	13.3	7.5	9.6
Vanguard - Small Cap Equity (VSMX)	12,513,457	3.4	9.7	15.1	5.2	9.6
<i>S&P SmallCap 600 Index</i>		3.4	9.8	15.2	5.2	9.6
<i>Small Blend Median</i>		4.5	12.7	13.6	5.2	8.7
Fixed Income Composite	106,736,553	-1.2	-1.8	-4.0	0.7	0.1
Garcia Hamilton	106,736,553	-1.2	-1.8	--	--	--
<i>Blmbg. U.S. Aggregate: A+</i>		-1.0	-1.4	-4.2	0.5	0.2
<i>Intermediate Core Bond Median</i>		-0.9	-1.0	-3.8	0.7	0.4
Covered Calls	78,454,029	5.1	10.9	10.1	6.0	6.4
Glenmede Secured Options	78,454,029	5.1	10.9	10.1	6.0	6.4
<i>CBOE S&P 500 Buy Write Index</i>		4.3	9.0	10.6	4.6	6.0
<i>Options Trading Median</i>		5.5	13.3	6.8	5.7	5.2
Nevada Cash	2,950,837					

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 S&P 500 Index, 43% BBgBarc US Aggregate A+ Bond Index, 8% S&P MidCap 400 Index, 4% S&P SmallCap 600 Index.

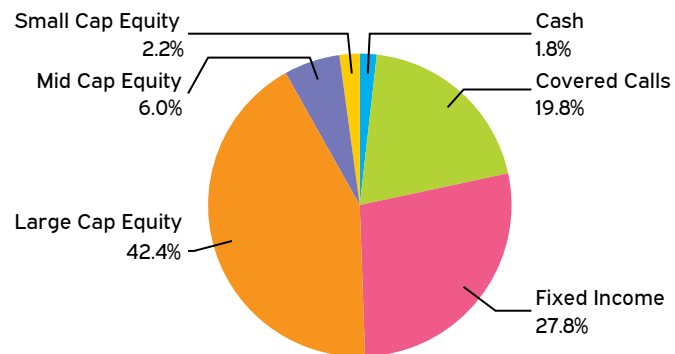
Garcia Hamilton's all-in effective fee as of December 31, 2021 is 15 basis points. Please note the following tiered fee schedule: 25 basis points on the first \$25 million, 20 basis points on the next \$25 million, 14 basis points on the next \$200 million, basis points thereafter.

Actual versus Target Allocation | As of June 30, 2023

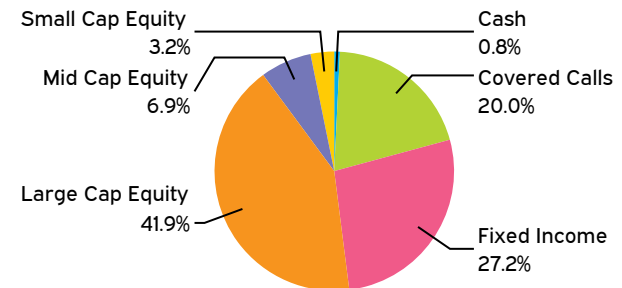
With respect to policy targets, the Total Portfolio ended the latest quarter underweight Small Cap Equity, Mid Cap Equity, and Fixed Income. Within Domestic Equity, Small Cap Equity was underweight 80 basis points, Mid Cap Equity was underweight 10 basis points, and Large Cap Equity was overweight 290 basis points. Additionally, the Total Portfolio was underweight Fixed Income by 280 basis points and overweight cash by 80 basis points. The allocation to Covered Calls was in line within its policy target at 20%.

	Current Balance (\$)	Current Allocation (%)	Policy (%)	Difference (%)	Policy Range (%)	Within IPS Range?
Small Cap Equity	12,513,457	3.2	4.0	-0.8	1.0 - 7.0	Yes
Mid Cap Equity	27,154,001	6.9	7.0	-0.1	2.0 - 12.0	Yes
Large Cap Equity	164,187,038	41.9	39.0	2.9	34.0 - 44.0	Yes
Fixed Income	106,736,553	27.2	30.0	-2.8	25.0 - 35.0	Yes
Covered Calls	78,454,029	20.0	20.0	0.0	15.0 - 25.0	Yes
Cash	2,950,837	0.8	0.0	0.8	0.0 - 0.0	No
Total	391,995,913	100.0	100.0	0.0		

Asset Allocation as of June 30, 2022



Asset Allocation as of June 30, 2023



Manager Performance - Net of Fees | As of June 30, 2023

	Market Value (\$)	QTD (Rank)	1 Yr (Rank)	3 Yrs (Rank)	5 Yrs (Rank)
Public Equity	203,854,495	7.9	18.5	14.8	11.2
Vanguard - Large Cap Equity (VINIX)	164,187,038	8.7 (23)	19.5 (27)	14.6 (24)	12.3 (15)
<i>S&P 500 Index</i>		8.7 (23)	19.6 (26)	14.6 (23)	12.3 (14)
Excess Return		0.0	-0.1	0.0	0.0
Large Blend Median		7.9	18.3	13.7	11.0
Vanguard - Mid Cap Equity (VSPMX)	27,154,001	4.8 (44)	17.6 (16)	15.4 (18)	7.7 (40)
<i>S&P MidCap 400 Index</i>		4.9 (43)	17.6 (15)	15.4 (16)	7.8 (39)
Excess Return		-0.1	0.0	0.0	-0.1
Mid-Cap Blend Median		4.7	14.5	13.3	7.5
Vanguard - Small Cap Equity (VSMSX)	12,513,457	3.4 (71)	9.7 (77)	15.1 (30)	5.2 (50)
<i>S&P SmallCap 600 Index</i>		3.4 (71)	9.8 (76)	15.2 (29)	5.2 (50)
Excess Return		0.0	-0.1	-0.1	0.0
Small Blend Median		4.5	12.7	13.6	5.2
Fixed Income Composite	106,736,553	-1.2	-1.8	-4.0	0.7
Garcia Hamilton	106,736,553	-1.2 (86)	-1.8 (87)	--	--
<i>Blmbg. U.S. Aggregate: A+</i>		-1.0 (69)	-1.4 (75)	-4.2 (75)	0.5 (62)
Excess Return		-0.2	-0.4	--	--
Intermediate Core Bond Median		-0.9	-1.0	-3.8	0.7
Covered Calls	78,454,029	5.1	10.9	10.1	6.0
Glenmede Secured Options	78,454,029	5.1 (60)	10.9 (71)	10.1 (11)	6.0 (39)
<i>CBOE S&P 500 Buy Write Index</i>		4.3 (75)	9.0 (80)	10.6 (8)	4.6 (59)
Excess Return		0.8	1.9	-0.5	1.4
Options Trading Median		5.5	13.3	6.8	5.7

Vanguard: Two passive Vanguard equity funds performed roughly in-line with their benchmarks. Vanguard - Mid Cap Equity underperformed its benchmark by 0.1% in the current quarter.

Garcia Hamilton: The Plan's Fixed Income manager underperformed its benchmark by 0.2% in the current quarter and underperformed by 0.4% trailing 1-year time period.

Glenmede: The Plan's Covered Calls manager outperformed its benchmark by 0.8% in the current quarter and outperformed its benchmark by 1.9% in the trailing one-year period.

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THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 12
September 21, 2023

**Item: Meketa Investment Group Inc. Investment
Monitoring Report for 529 Plans for the period
ended June 30, 2023**

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 four 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, 2023.

Kay Ceserani with Meketa Investment Group Inc. will present this quarterly report.

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, 2023.**

Nevada College Savings Programs

September 21, 2023

2Q 2023 Investment Performance
Status Report

1. Summary of Fund Performance and Watch Status
2. Age-Based Risk/Return Analysis
3. Enrollment Date Risk/Return 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	9	2	2	2
Percentage	100%	60%	14%	13%	13%
Fund Status ↑	1	--	--	--	--
Fund Status ↓	1	--	--	--	--
US Equity Funds	8	7	--	--	1
Intl Equity Funds	1	--	--	1	--
Fixed Income Funds	5	2	2	1	--
Other Funds*	1	--	--	--	1

^Money Market funds and Stable Value not included

*Includes Balanced, Commodities, REITs, and MLPs

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

Vanguard 529 Program

→ 74% 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.

Summary of Fund Performance and Watch Status

Program	Total Funds^	Positive	Acceptable	Caution	Watch**
USAA 529 Plan					
Number of Funds	10	6	4	—	0
Percentage	100%	60%	40%	0%	0%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	--	1	--	--	--
US Equity Funds	4	3	1	--	--
Intl Equity Funds	2	1	1	--	--
Fixed Income Funds	4	2	2	--	--
Other Funds*	--	--	--	--	--
Putnam 529 for America					
Number of Funds	14	3	6	3	2
Percentage	100%	21%	43%	21%	15%
Fund Status ↑	--	--	1	--	--
Fund Status ↓	3	--	--	--	--
US Equity Funds	5	2	1	1	--
Intl Equity Funds	1	1	--	--	--
Fixed Income Funds	3	--	1	--	2
Other Funds*	6	--	4	2	--

^Money Market funds and Stable Value 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

→ 100% of funds in the USAA Program have either a Positive or Acceptable status

→ Fund status changes:

- No funds improved during the quarter
- One fund deteriorated during the quarter
 - USAA High Income Fund (Acceptable)

Putnam 529 Program

→ 64% of funds in the Putnam Program have either a Positive or Acceptable status

→ Fund status changes:

- Two funds improved during the quarter
 - Putnam Small Cap Value (Positive)
 - Principal Mid Cap Blend (Acceptable)
- No fund deteriorated during the quarter

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 ↑	--	--	--	1	--
Fund Status ↓	1	--	--	--	--
US Equity Funds	2	2	--	--	--
Intl Equity Funds	2	1	--	1	--
Fixed Income Funds	4	4	--	--	--
Other Funds*	1	1	--	--	--

^Money Market funds and Stable Value not included

*Includes Balanced, Commodities, REITs, and MLPs

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

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

Summary of Fund Performance and 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*	Caution	Caution
Actively Managed Funds		
Vanguard US Growth Fund	On Watch	On Watch
Vanguard Windsor Fund	Positive	Positive
Vanguard STAR Fund	On Watch	On Watch
Vanguard Infl-Prot Securities Fund	Acceptable	Acceptable
Vanguard High Yield Bond Fund	Acceptable	Acceptable

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

- 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).

Summary of Fund Performance and Watch Status

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	YES	Medium-Term
Vanguard Windsor Fund	NO	NO
Vanguard STAR Fund	YES	NO
Vanguard Infl-Prot Securities Fund	NO	NO
Vanguard High Yield 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).

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

USAA 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status
USAA Nasdaq-100 Index	Positive	Positive
USAA Value Fund	Acceptable	Acceptable
USAA Income Stock Fund	Positive	Positive
USAA Small Cap Stock Fund	Positive	Positive
USAA International Fund	Acceptable	Acceptable
USAA Emerging Markets Fund	Positive	Positive
USAA Income Fund	Positive	Positive
USAA Intermediate-Term Bond	Positive	Positive
USAA High Income Fund	Positive	Acceptable
USAA Short-Term 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).

USAA 529 Plan: Summary of Watch Status

Portfolios	Currently On Watch?	Qualifies for Watch?
USAA Nasdaq-100 Index	NO	NO
USAA Value Fund	NO	NO
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.
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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	Acceptable	Acceptable
GAA Growth	Acceptable	Acceptable
GAA Balanced	Acceptable	Acceptable
GAA Conservative	Acceptable	Acceptable
Individual Fund Options		
Putnam Large Cap Value	Positive	Positive
Principal Mid Cap	Caution	Acceptable
Putnam Large Growth	On Watch	On Watch
Putnam Small Cap Value	Acceptable	Positive
MFS Inst. International Equity	Positive	Positive
Putnam Income	On Watch	On Watch
Federated Hermes Short-Int. Gvt Fund	Caution	Caution
Putnam High Yield	Acceptable	Acceptable
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).
- The Putnam Absolute Return Funds were replaced mid-quarter February 28, 2023.

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

Summary of Fund Performance and Watch Status

Putnam 529 for America Plan: Summary of Watch Status

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

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

→ 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).

Summary of Fund Performance and Watch Status

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

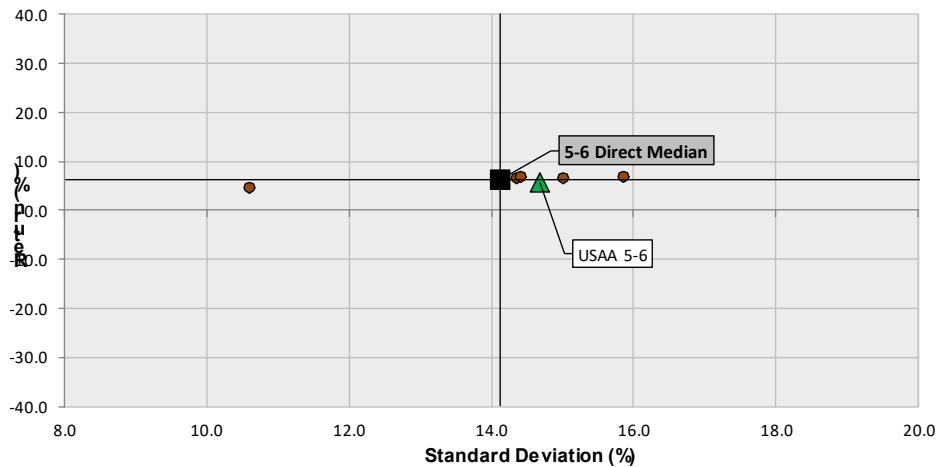
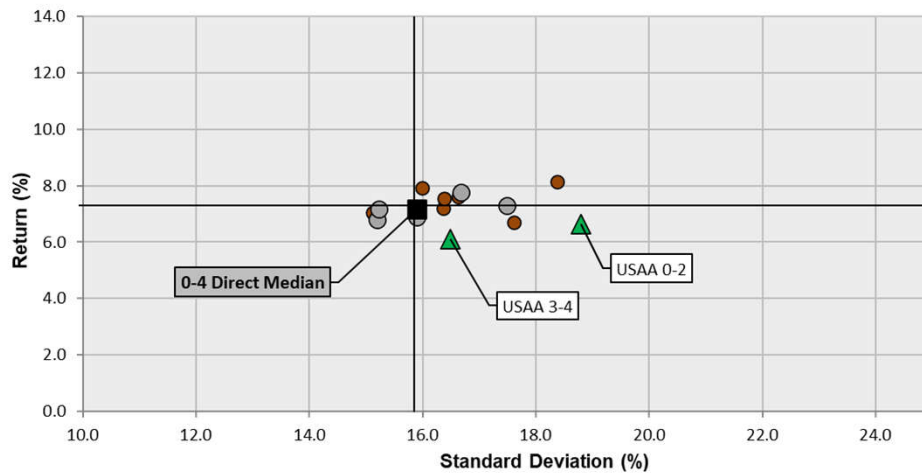
* Fund has been excluded from Watch status but remains below watch criteria

→ Funds identified as “Currently on Watch” are those whose Watch status has been approved by the State Treasurer’s Office.

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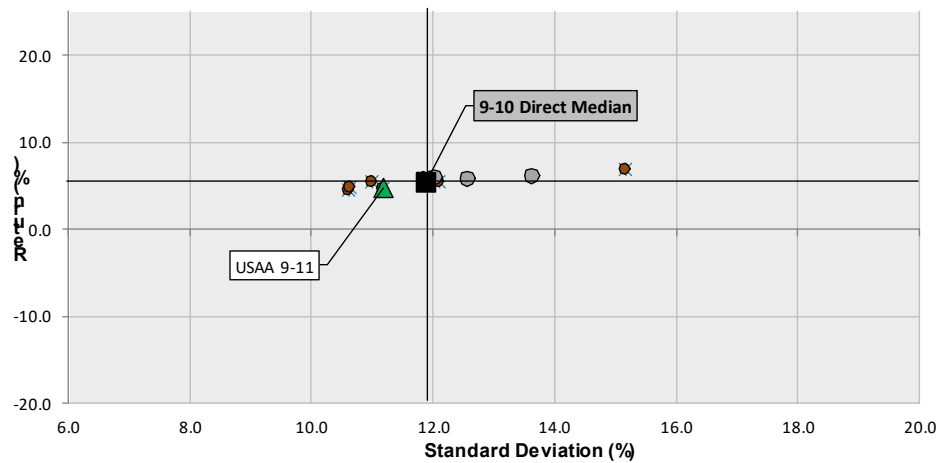
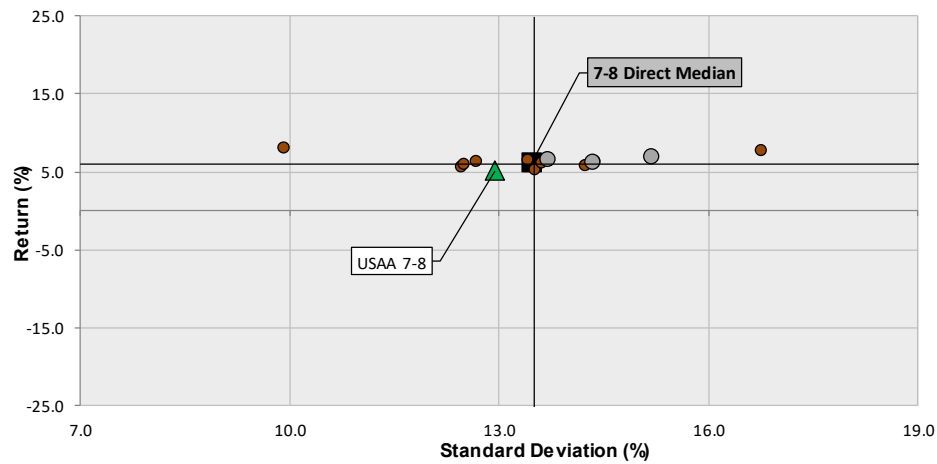
Age-Based Risk/Return Analysis

Direct-Sold Programs



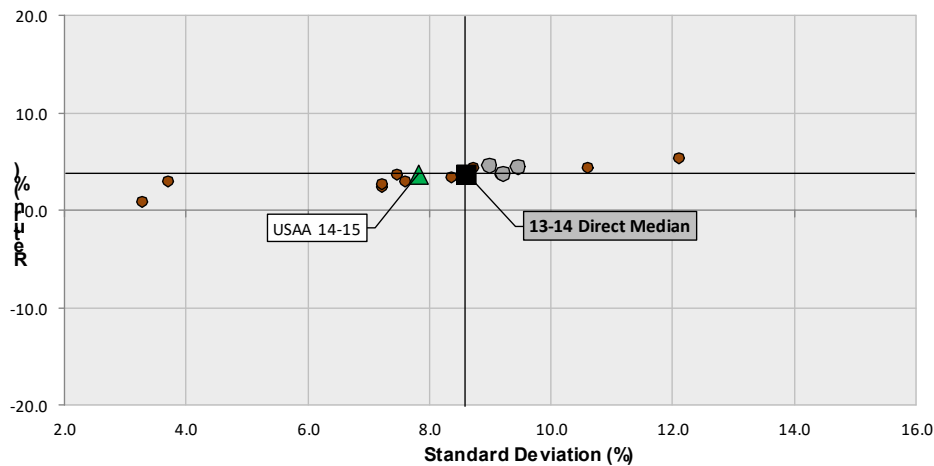
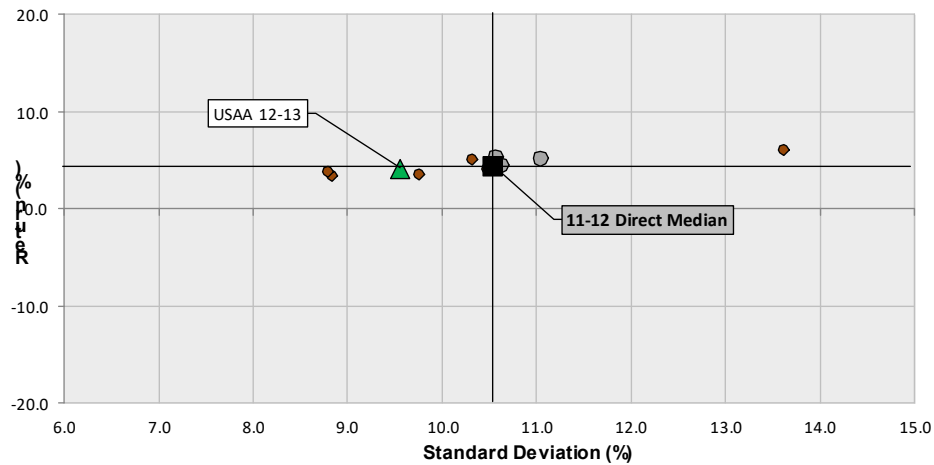
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Direct-Sold Programs



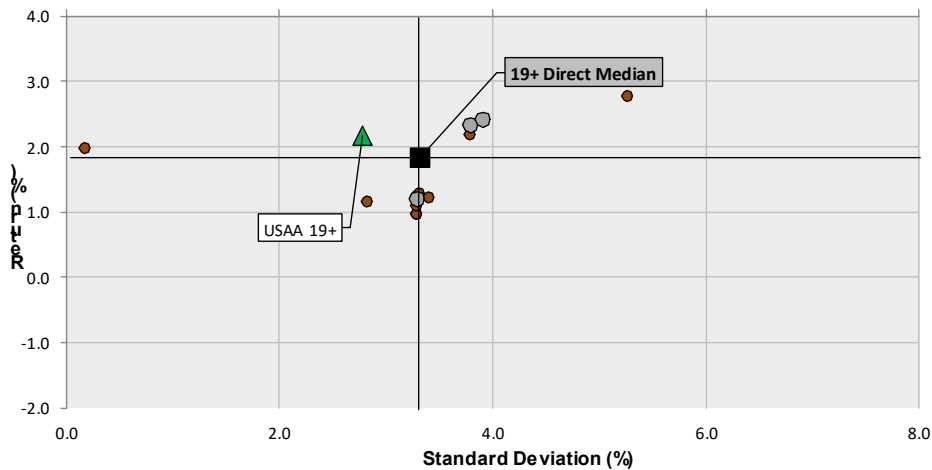
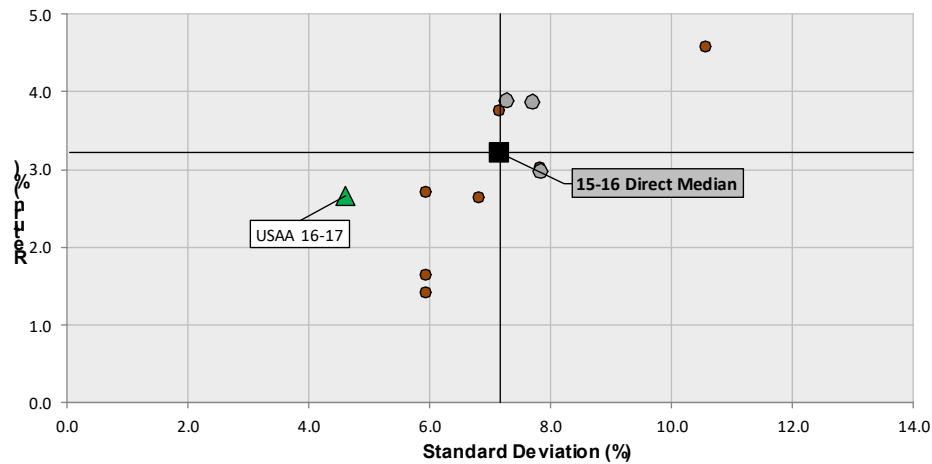
Source: MorningStar

Direct-Sold Programs



Source: MorningStar

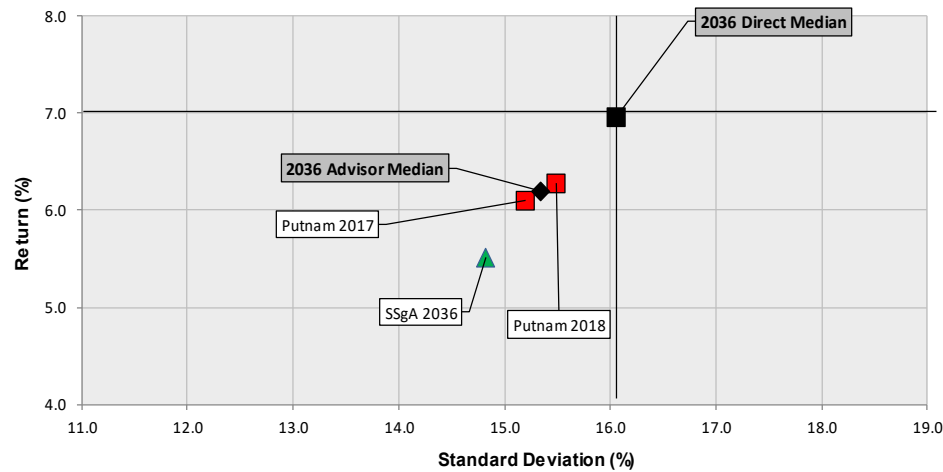
Direct-Sold Programs



Source: MorningStar

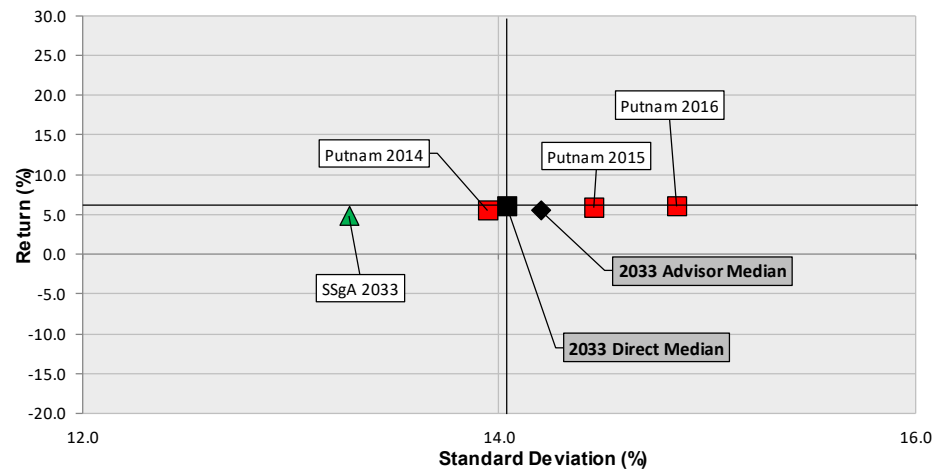
Enrollment Date Risk/Return Analysis

Direct & Advisor-Sold Programs



Year 2036

5 years (as of June 30, 2023)



Year 2033

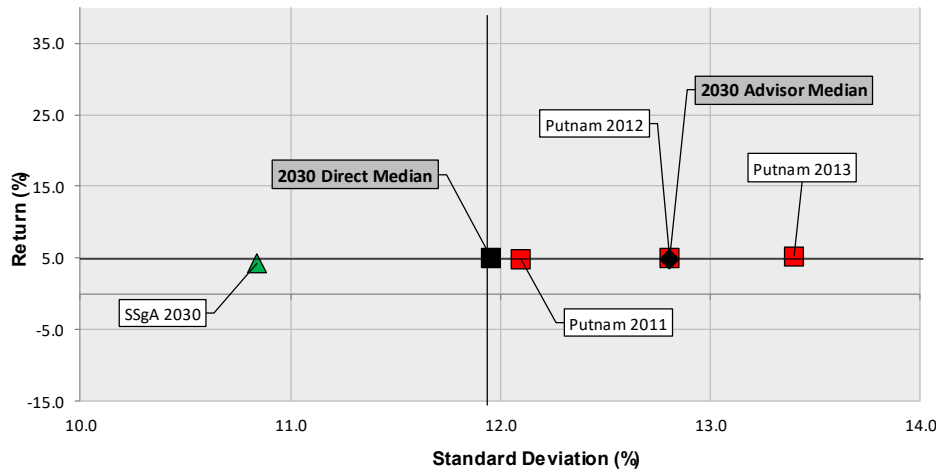
5 years (as of June 30, 2023)

Source: MorningStar

Direct & Advisor-Sold Programs

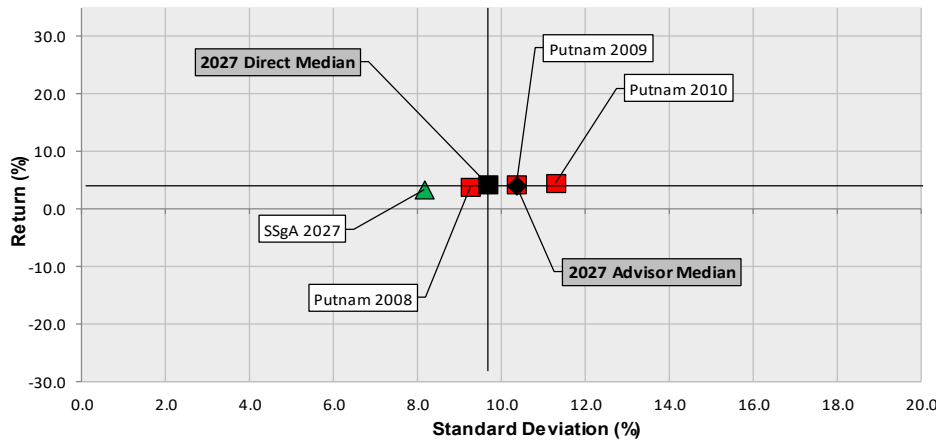
Year 2030

5 years (as of June 30, 2023)



Year 2027

5 years (as of June 30, 2023)

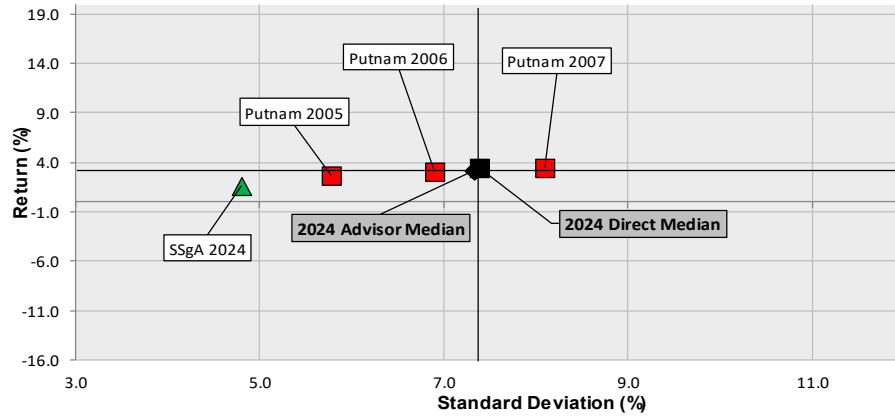


Source: MorningStar

Direct & Advisor-Sold Programs

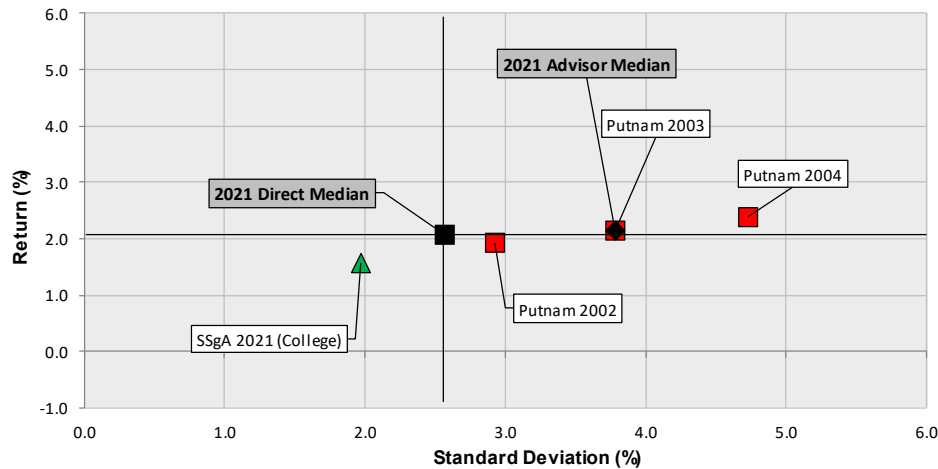
Year 2024

5 years (as of June 30, 2023)



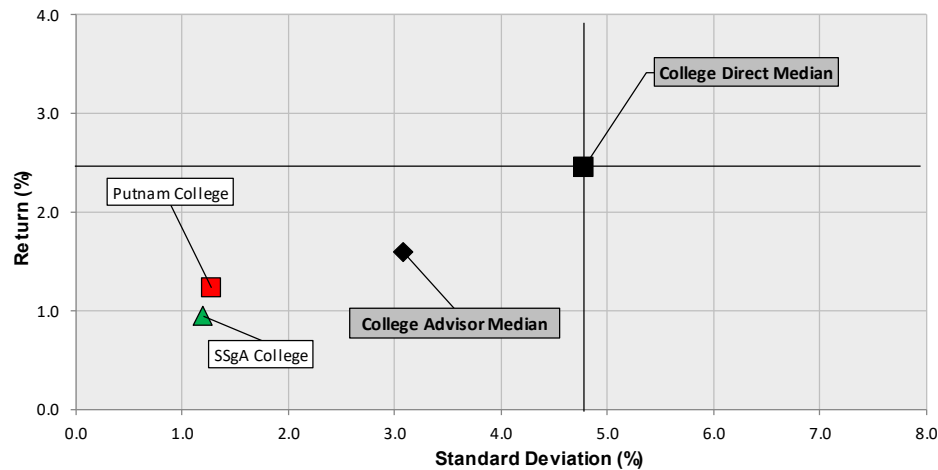
Year 2021

5 years (as of June 30, 2023)



Source: MorningStar

Direct & Advisor-Sold Programs



College

5 years (as of June 30, 2023)

Disclosures

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MEMORANDUM

TO: Nevada College Savings Plans
FROM: Eric White, CFA; Kay Ceserani; Kevin McLaughlin, CFA;
Meketa Investment Group ("Meketa")
DATE: September 21, 2023
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 March 31, 2023.

The USAA 529 Plan does not have any funds that qualify for "Watch" status or are currently on "Watch" status.

Currently, two funds from the Putnam 529 for America Program are on "Watch" status, and no additional funds qualify for "Watch" status.

→ Putnam Income

→ Putnam Large Growth

Currently, one fund from the Vanguard 529 Program remains on "Watch" status, and one fund is being recommended to be removed from "Watch" status.

→ Vanguard STAR Fund – **Recommend removing from "Watch" status**

→ Vanguard US Growth Admiral Fund

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

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

Putnam 529 for America Plan

Summary of "Watch" Status

Portfolios	On Watch	Criteria Utilized for Watch Status		
		Short-term	Medium-term	Organization
Putnam Income	Yes	✓	--	---
Putnam Large Growth	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
Putnam Income	9/22/2022	7/1/2022	12	-1.1%
Putnam Large Growth	6/22/2023	4/1/2023	3	+2.2%

Funds Currently on "Watch"

Putnam Income Fund

The Putnam Income Fund remains on "Watch" status as performance remains below the short-term "Watch" criteria (rolling 12-month excess return below -0.75% for six consecutive months). Over the latest quarter, the fund outperformed the Bloomberg US Aggregate index by 20 basis points. Throughout the quarter, the fund's exposure to both RMBS and CMBS contributed positively to performance. Additionally, as credit spreads tightened, the fund benefited due to their exposure to HY corporates, CLOs, and their positioning within IG Corporates. Additionally, over the most recent one-year period the fund has underperformed the benchmark by 110 basis points. As a reminder, the Putnam Income fund is an all-weather bond portfolio that strives to achieve high current income by investing across all sectors of the US bond market and employing a bottom-up security selection approach to the strategy.

The fund continues to fall below the short-term "Watch" criteria. Therefore, **Meketa recommends the Putnam Income Fund remain on "Watch" status** and be closely monitored over the coming periods.

Funds that Qualify for “Watch”

Putnam Large Growth Fund

The Putnam Large Growth Fund qualifies for “Watch” status as it’s relative performance falls below the medium-term criteria (rolling 36-month excess return falling below -1.50% for six consecutive months). Although the fund outperformed its benchmark, the Russell 1000 Growth Index, by 220 basis points in the second quarter, it continues to underperform over both the three and five-year periods by 280 and 30 basis points, respectively. Throughout the most recent quarter, stock selection within the information technology, health care, and industrials contributed the most to performance.

The fund qualifies for “Watch” status based on its medium-term performance. Therefore, **Meketa recommends the Putnam Large Growth Fund remain on “Watch” status** and be closely monitored over the coming periods.

Vanguard 529 Plan

Summary of "Watch" Status

Portfolios	On Watch	Criteria Utilized for Watch Status		
		Short-term	Medium-term	Organization
Vanguard US Growth Admiral Fund	Yes	✓	✓	---
Vanguard STAR Fund	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
Vanguard US Growth Admiral Fund	6/23/2022	1/1/2022	18	-8.6%
Vanguard STAR Fund	9/22/2022	7/1/2022	12	0.7%

Funds Currently on "Watch"

Vanguard US Growth Admiral Fund

The Vanguard US Growth Admiral Fund continues to qualify for "Watch" status as its rolling 12-month excess return has only been above (-2.75%) for the last two months and its rolling 36-month excess return has been below (-1.50%) for eighteen consecutive months. Even though the fund outperformed the benchmark by 50 basis points last quarter, it has underperformed the benchmark by 790 basis points over the most recent three-year period. The positive performance for the most recent quarter can be attributed to positive stock selection in both the information technology and industrial sectors. Additionally, an underweight to both consumer staples and industrials contributed positively to performance. Lastly, the fund has outperformed its benchmark over the most recent one-year period, mainly due to strong security selection within the communication services and healthcare sectors.

The fund continues to qualify for "Watch" under the short- and medium-term criteria. Therefore, **Meketa recommends Vanguard US Growth Fund remain on "Watch" status** and be closely monitored over the coming periods.

Vanguard STAR Fund

The Vanguard STAR Fund no longer qualifies for “Watch” status as both its short- and medium-term performance are above their respective thresholds. Over the latest quarter, the fund underperformed the STAR Composite index by 30 basis points. However, over the trailing 1-year period, the fund outperformed the benchmark by 70 basis points. As a reminder, the Vanguard STAR fund is a balanced fund that invests roughly 60% in stocks and 40% in bonds, providing broad diversification across asset classes and geography (domestic & international stock funds and US bond funds) through a fund-of-funds structure. Throughout the most recent quarter, 7 of STAR’s 10 underlying Vanguard funds posted positive returns with 5 of those 7 outperforming their respective benchmarks. Of the seven underlying equity funds, Vanguard US Growth Fund (+13.25%) performed best and Vanguard International Growth Fund (+0.88%) performed worst. Of the three underlying fixed income funds, Vanguard Short-Term Investment Grade Fund (-0.14%) performed best, while Vanguard GNMA Fund (-0.81%) was the worst performer.

Although the Vanguard STAR fund underperformed its respective benchmark this quarter, there has been a positive trend in performance. More specifically, the 36-month excess returns have now had 6 consecutive months with returns above the -1.18% threshold. Therefore, **Meketa recommends Vanguard STAR Fund be removed from “Watch” status.**

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/KM/mp

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 13
September 21, 2023

Item: Nevada Prepaid Tuition 2024 contract prices, open enrollment dates, and fee schedule, including approval of an incentive celebrating the 25th anniversary of the Program for a cost not to exceed \$75,000 to be absorbed by the trust fund.

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 2024 contract prices. As a reminder, this pricing was reviewed and approved during the June 2023 meeting wherein the Board reviewed the Prepaid Tuition Program 5-year experience study.
- b. Open Enrollment – Staff is proposing open enrollment dates for 2024 to be November 1, 2023, through April 15, 2024. 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.

Fiscal Impact: up to a maximum of \$75,000 to be absorbed by the Higher Education Trust Fund.

Recommendation:

To accept and approve the proposed Nevada Prepaid Tuition 2024 contract prices, open enrollment dates, and fee schedule, including an incentive for an amount not to exceed \$75,000.

Nevada Prepaid Tuition Program 2024 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 2018 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	

2024 Open Enrollment Year Four-Year University Plan

2023/2024 Tuition per credit hour	\$ 262.50										
2023/2024 Tuition for 30 credit hours	\$ 7,875.00										
Investment Return Assumption	5.25%										
Explicit Risk Premium (Margin)	0.00%										
Average Total Margin	0.77%										

Year	Tuition Increase	Projected Tuition per Credit Hour		Spot-Rate Interest Rates [^]	Discounted Tuition*	4-Year University Contract Costs					
		Credit	Hour			Grade/Age at Purchase	Hours	2022/2023 Price	2023/2024 Proposed Price	Estimated Raw Cost Margin	Year to Year Increase
2023		\$	262.50								
2024	1.90%		267.50	5.25%	\$ 239.81	9th Grade	\$ 28,055	\$ 27,081	\$ 28,055	0.00%	3.6%
2025	2.70%		274.75	5.25%	236.96	8th Grade	27,722	26,823	27,722	0.00%	3.4%
2026	5.20%		289.04	5.25%	234.15	7th Grade	27,393	26,567	27,393	0.00%	3.1%
2027	4.00%		300.60	5.25%	231.37	6th Grade	27,067	26,314	27,067	0.00%	2.9%
2028	4.00%		312.62	5.25%	228.62	5th Grade	26,746	26,064	26,746	0.00%	2.6%
2029	4.00%		325.13	5.25%	225.90	4th Grade	26,428	25,816	26,428	0.00%	2.4%
2030	4.00%		338.13	5.25%	223.22	3rd Grade	26,114	25,570	26,114	0.00%	2.1%
2031	4.00%		351.66	5.25%	220.57	2nd Grade	25,804	25,326	25,804	0.00%	1.9%
2032	4.00%		365.72	5.25%	217.95	1st Grade	25,498	25,104	25,498	0.00%	1.6%
2033	4.00%		380.35	5.25%	215.36	Kindergarten	25,195	25,044	25,195	0.00%	0.6%
2034	4.00%		395.57	5.25%	212.80	Age 4	24,896	24,984	24,984	0.35%	0.0%
2035	4.00%		411.39	5.25%	210.28	Age 3	24,600	24,925	24,925	1.32%	0.0%
2036	4.00%		427.85	5.25%	207.78	Age 2	24,308	24,865	24,865	2.29%	0.0%
2037	4.00%		444.96	5.25%	205.31	Age 1	24,019	24,806	24,806	3.28%	0.0%
2038	4.00%		462.76	5.25%	202.87	Newborn	23,734	24,747	24,747	4.27%	0.0%
2039	4.00%		481.27	5.25%	200.46						
2040	4.00%		500.52	5.25%	198.08						
2041	4.00%		520.54	5.25%	195.73						
2042	4.00%		541.36	5.25%	193.40						
2043	4.00%		563.02	5.25%							
2044	4.00%		585.54	5.25%							
2045	4.00%		608.96	5.25%							
2046	4.00%		633.32	5.25%	191.11						

* Discounting assumes half the tuition is payable in mid-September and half is payable in mid-February.
[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit risk premium (margin) is created.

Pricing includes utilization of credits assumption.
The 2022/2023 Price is a floor for the 2023/2024 Proposed Price (if applicable).



2024 Open Enrollment Year Two-Year University Plan

2023/2024 Tuition per credit hour		\$	262.50										
2023/2024 Tuition for 30 credit hours		\$	7,875.00										
Investment Return Assumption			5.25%										
Explicit Risk Premium (Margin)			0.00%										
Average Total Margin			0.63%										

* Discounting assumes half the tuition is payable in mid-September and half is payable in mid-February.
[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit risk premium (margin) is created.

Pricing includes utilization of credits assumption.
The 2022/2023 Price is a floor for the 2023/2024 Proposed Price (if applicable).



2024 Open Enrollment Year One-Year University Plan

2023/2024 Tuition per credit hour	\$ 262.50										
2023/2024 Tuition for 30 credit hours	\$ 7,875.00										
Investment Return Assumption	5.25%										
Explicit Risk Premium (Margin)	0.00%										
Average Total Margin	0.41%										
Year	Tuition Increase	Projected Tuition per Credit Hour	Spot-Rate Interest Rates [^]	Discounted Tuition*	1-Year University Contract Costs						
					Raw Cost for 30	Grade/Age at Purchase	Credit Hours	2022/2023 Price	2023/2024 Proposed Price	Estimated Raw Cost	Year to Year Increase
2023		\$ 262.50				9th Grade	\$ 7,137	\$ 6,910	\$ 7,137	0.00%	3.3%
2024	1.90%	267.50	5.25%	\$ 239.81		8th Grade	7,053	6,844	7,053	0.00%	3.1%
2025	2.70%	274.75	5.25%	236.96		7th Grade	6,969	6,779	6,969	0.00%	2.8%
2026	5.20%	289.04	5.25%	234.15		6th Grade	6,886	6,715	6,886	0.00%	2.5%
2027	4.00%	300.60	5.25%	231.37		5th Grade	6,804	6,651	6,804	0.00%	2.3%
2028	4.00%	312.62	5.25%	228.62		4th Grade	6,724	6,587	6,724	0.00%	2.1%
2029	4.00%	325.13	5.25%	225.90		3rd Grade	6,644	6,525	6,644	0.00%	1.8%
2030	4.00%	338.13	5.25%	223.22		2nd Grade	6,565	6,462	6,565	0.00%	1.6%
2031	4.00%	351.66	5.25%	220.57		1st Grade	6,487	6,401	6,487	0.00%	1.3%
2032	4.00%	365.72	5.25%	217.95		Kindergarten	6,410	6,340	6,410	0.00%	1.1%
2033	4.00%	380.35	5.25%	215.36		Age 4	6,334	6,280	6,334	0.00%	0.9%
2034	4.00%	395.57	5.25%	212.80		Age 3	6,258	6,263	6,263	0.08%	0.0%
2035	4.00%	411.39	5.25%	210.28		Age 2	6,184	6,248	6,248	1.03%	0.0%
2036	4.00%	427.85	5.25%	207.78		Age 1	6,111	6,233	6,233	2.00%	0.0%
2037	4.00%	444.96	5.25%	205.31		Newborn	6,038	6,219	6,219	3.00%	0.0%
2038	4.00%	462.76	5.25%	202.87							
2039	4.00%	481.27	5.25%	200.46							
2040	4.00%	500.52	5.25%	198.08							
2041	4.00%	520.54	5.25%	195.73							
2042	4.00%	541.36	5.25%	193.40							
2043	4.00%	563.02	5.25%	191.11							
2044	4.00%	585.54	5.25%								
2045	4.00%	608.96	5.25%								
2046	4.00%	633.32	5.25%								

* Discounting assumes half the tuition is payable in mid-September and half is payable in mid-February.
[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit risk premium (margin) is created.

Pricing includes utilization of credits assumption.
The 2022/2023 Price is a floor for the 2023/2024 Proposed Price (if applicable).



2024 Open Enrollment Year

Two-Year University and Two-Year Community College Plan

2023/2024 CC. Tuition per credit hour		\$	115.50										
2023/2024 Univ. Tuition per credit hours		\$	262.50										
Investment Return Assumption			5.25%										
Explicit Risk Premium (Margin)			0.00%										
Average Total Margin			0.09%										
Tuition Increase													
Year	2-Year CC. Univ.	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*	2+2 Contract Costs (2 Years University + 2 Years Community College)					
2023			\$ 115.50	\$ 262.50				Grade/Age at Purchase	Credit Hours	2022/2023 Price	2023/2024 Proposed Price	Estimated Raw Cost Margin	Year to Year Increase
2024	1.90%	1.90%	117.75	267.50	5.25%	\$ 105.61	\$ 239.81	9th Grade	\$ 20,080	\$ 19,307	\$ 20,080	0.00%	4.0%
2025	2.70%	2.70%	121.00	274.75	5.25%	\$ 104.36	\$ 236.96	8th Grade	19,841	19,095	19,841	0.00%	3.9%
2026	5.20%	5.20%	127.29	289.04	5.25%	\$ 103.12	\$ 234.15	7th Grade	19,606	18,885	19,606	0.00%	3.8%
2027	4.00%	4.00%	132.38	300.60	5.25%	\$ 101.89	\$ 231.37	6th Grade	19,373	18,678	19,373	0.00%	3.7%
2028	4.00%	4.00%	137.68	312.62	5.25%	\$ 100.68	\$ 228.62	5th Grade	19,143	18,473	19,143	0.00%	3.6%
2029	4.00%	4.00%	143.19	325.13	5.25%	\$ 99.49	\$ 225.90	4th Grade	18,915	18,270	18,915	0.00%	3.5%
2030	4.00%	4.00%	148.91	338.13	5.25%	\$ 98.31	\$ 223.22	3rd Grade	18,691	18,069	18,691	0.00%	3.4%
2031	4.00%	4.00%	154.87	351.66	5.25%	\$ 97.14	\$ 220.57	2nd Grade	18,469	17,871	18,469	0.00%	3.3%
2032	4.00%	4.00%	161.06	365.72	5.25%	\$ 95.98	\$ 217.95	1st Grade	18,249	17,675	18,249	0.00%	3.2%
2033	4.00%	4.00%	167.51	380.35	5.25%	\$ 94.84	\$ 215.36	Kindergarten	18,033	17,556	18,033	0.00%	2.7%
2034	4.00%	4.00%	174.21	395.57	5.25%	\$ 93.72	\$ 212.80	Age 4	17,818	17,478	17,818	0.00%	1.9%
2035	4.00%	4.00%	181.18	411.39	5.25%	\$ 92.61	\$ 210.28	Age 3	17,607	17,400	17,607	0.00%	1.2%
2036	4.00%	4.00%	188.42	427.85	5.25%	\$ 91.51	\$ 207.78	Age 2	17,398	17,323	17,398	0.00%	0.4%
2037	4.00%	4.00%	195.96	444.96	5.25%	\$ 90.42	\$ 205.31	Age 1	17,191	17,247	17,247	0.33%	0.0%
2038	4.00%	4.00%	203.80	462.76	5.25%	\$ 89.34	\$ 202.87	Newborn	16,987	17,171	17,171	1.08%	0.0%
2039	4.00%	4.00%	211.95	481.27	5.25%	\$ 88.28	\$ 200.46						
2040	4.00%	4.00%	220.43	500.52	5.25%	\$ 87.24	\$ 198.08						
2041	4.00%	4.00%	229.25	520.54	5.25%	\$ 86.20	\$ 195.73						
2042	4.00%	4.00%	238.42	541.36	5.25%	\$ 85.18	\$ 193.40						
2043	4.00%	4.00%	247.95	563.02	5.25%	\$ 84.16	\$ 191.11						
2044	4.00%	4.00%	257.87	585.54	5.25%								
2045	4.00%	4.00%	268.19	608.96	5.25%								
2046	4.00%	4.00%	278.91	633.32	5.25%								

* Discounting assumes half the tuition is payable in mid-September and half is payable in mid-February.

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

Pricing includes utilization of credits assumption.

The 2022/2023 Price is a floor for the 2023/2024 Proposed Price (if applicable).



2024 Open Enrollment Year Two-Year Community College Plan

2023/2024 Tuition per credit hour	\$ 115.50										
2023/2024 Tuition for 30 credit hours	\$ 3,465.00										
Investment Return Assumption	5.25%										
Explicit Risk Premium (Margin)	0.00%										
Average Total Margin	0.00%										
Year	Tuition Increase	Projected Tuition per Credit Hour	Spot-Rate Interest Rates [^]	Discounted Tuition*	2-Year Community College Contract Costs						
					Grade/Age at Purchase	Raw Cost for 60 Credit Hours	2022/2023 Price	2023/2024 Proposed Price	Estimated Raw Cost	Year to Year Increase	
2023		\$ 115.50			9th Grade	\$ 6,209	\$ 5,905	\$ 6,209	0.00%	5.1%	
2024	1.90%	117.75	5.25%	\$ 105.61	8th Grade	6,135	5,821	6,135	0.00%	5.4%	
2025	2.70%	121.00	5.25%	104.36	7th Grade	6,062	5,738	6,062	0.00%	5.6%	
2026	5.20%	127.29	5.25%	103.12	6th Grade	5,990	5,656	5,990	0.00%	5.9%	
2027	4.00%	132.38	5.25%	101.89	5th Grade	5,919	5,575	5,919	0.00%	6.2%	
2028	4.00%	137.68	5.25%	100.68	4th Grade	5,849	5,495	5,849	0.00%	6.4%	
2029	4.00%	143.19	5.25%	99.49	3rd Grade	5,779	5,417	5,779	0.00%	6.7%	
2030	4.00%	148.91	5.25%	98.31	2nd Grade	5,711	5,340	5,711	0.00%	6.9%	
2031	4.00%	154.87	5.25%	97.14	1st Grade	5,643	5,263	5,643	0.00%	7.2%	
2032	4.00%	161.06	5.25%	95.98	Kindergarten	5,576	5,188	5,576	0.00%	7.5%	
2033	4.00%	167.51	5.25%	94.84	Age 4	5,510	5,114	5,510	0.00%	7.7%	
2034	4.00%	174.21	5.25%	93.72	Age 3	5,444	5,041	5,444	0.00%	8.0%	
2035	4.00%	181.18	5.25%	92.61	Age 2	5,380	4,969	5,380	0.00%	8.3%	
2036	4.00%	188.42	5.25%	91.51	Age 1	5,316	4,898	5,316	0.00%	8.5%	
2037	4.00%	195.96	5.25%	90.42	Newborn	5,252	4,828	5,252	0.00%	8.8%	
2038	4.00%	203.80	5.25%	89.34							
2039	4.00%	211.95	5.25%	88.28							
2040	4.00%	220.43	5.25%	87.24							
2041	4.00%	229.25	5.25%	86.20							
2042	4.00%	238.42	5.25%	85.18							
2043	4.00%	247.95	5.25%	84.16							
2044	4.00%	257.87	5.25%								
2045	4.00%	268.19	5.25%								
2046	4.00%	278.91	5.25%								

* Discounting assumes half the tuition is payable in mid-September and half is payable in mid-February.
[^] If the Spot-Rate Interest Rates are less than the Investment Return Assumption, an implicit risk premium (margin) is created.

Pricing includes utilization of credits assumption.
The 2022/2023 Price is a floor for the 2023/2024 Proposed Price (if applicable).



THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 14
September 21, 2023

**Item: Nevada Prepaid Tuition 2024 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 2024 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, 2022/2023

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 ~~23,216~~23,627 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.

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.

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 earnings 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 Lump Sum Prepaid Tuition Contract purchased in 2003 and in 2013/2001 for a newborn. The chart also shows the price a family would pay for the same tuition under current prices.

Plan type	2003 Cost Lump Sum	2001-2013 Cost 5-year plan Lump Sum	2022-2023 Nevada in-state cost of tuition
4-year University (120 credits)	\$11,550	\$13,680 22,150	\$31,500 30,720
2-year Community College (60 credits)	\$2,720	\$3,300 4,300	\$6,930 6,765

Nevada Prepaid Tuition plans are available for purchase during the Program's annual open enrollment period, which runs from November 1, 2023 to April 15, 2024. 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

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Carson City, Nevada 89701-4786
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STATE TREASURER PROGRAMS
Millennium Scholarship Program
Nevada Prepaid Tuition Program
Unclaimed Property
Uprromise College Fund 529 Plan

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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: ~~2023-2024~~ Enrollment

Now in its ~~24th-25th~~ 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 ~~2023~~ ~~2024~~ 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 ~~2023-2024~~ enrollment period, which ends April 15, ~~2023~~~~2024~~, your first payment will be due May 15, ~~2023~~~~2024~~.

~~2023-2024~~ PLANS & RATES

PLANS:

2 Year Community College = 60 Community College Level Credit Hours

**2 Year Community College + = 60 Community College Level +
2 Year University 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	\$4,828	\$17,171
Age-1	\$24,806	\$12,415	\$6,233	\$4,898	\$17,247
Age-2	\$24,865	\$12,445	\$6,248	\$4,969	\$17,323
Age-3	\$24,925	\$12,474	\$6,263	\$5,041	\$17,400
Age 4/5*	\$24,984	\$12,504	\$6,280	\$5,114	\$17,478
K	\$25,044	\$12,534	\$6,340	\$5,188	\$17,556
1st	\$25,104	\$12,590	\$6,401	\$5,263	\$17,675
2nd	\$25,326	\$12,711	\$6,462	\$5,340	\$17,871
3rd	\$25,570	\$12,834	\$6,525	\$5,417	\$18,069
4th	\$25,816	\$12,957	\$6,587	\$5,495	\$18,270
5th	\$26,064	\$13,082	\$6,651	\$5,575	\$18,473
6th	\$26,314	\$13,207	\$6,715	\$5,656	\$18,678
7th	\$26,567	\$13,334	\$6,779	\$5,738	\$18,885
8th	\$26,823	\$13,463	\$6,844	\$5,821	\$19,095
9th	\$27,081	\$13,592	\$6,910	\$5,905	\$19,307

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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	\$5,252	\$17,171
Age 1	\$24,806	\$12,415	\$6,233	\$5,316	\$17,247
Age 2	\$24,865	\$12,445	\$6,248	\$5,380	\$17,398
Age 3	\$24,925	\$12,474	\$6,263	\$5,444	\$17,607
Age 4/5*	\$24,984	\$12,510	\$6,334	\$5,510	\$17,818
K	\$25,195	\$12,661	\$6,410	\$5,576	\$18,033
1st	\$25,498	\$12,813	\$6,487	\$5,643	\$18,249
2nd	\$25,804	\$12,967	\$6,565	\$5,711	\$18,469
3rd	\$26,114	\$13,123	\$6,644	\$5,779	\$18,691
4th	\$26,428	\$13,281	\$6,724	\$5,849	\$18,915
5th	\$26,746	\$13,440	\$6,804	\$5,919	\$19,143
6th	\$27,067	\$13,602	\$6,886	\$5,990	\$19,373
7th	\$27,393	\$13,765	\$6,969	\$6,062	\$19,606
8th	\$27,722	\$13,931	\$7,053	\$6,135	\$19,841
9th	\$28,055	\$14,098	\$7,137	\$6,209	\$20,080

*Five-year olds not yet in Kindergarten as of ~~July 31, 2022~~ August 1, 2023, will follow the Age 4/5 pricing.
Contact the

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	\$194	\$98	\$50	\$42	\$135
Age 1	195	\$201	\$101	\$52	\$44	\$140
Age 2	183	\$209	\$105	\$54	\$46	\$147
Age 3	171	\$219	\$110	\$56	\$49	\$155
Age 4/5*	159	\$230	\$116	\$59	\$52	\$164
K	147	\$244	\$123	\$63	\$55	\$175
1st	135	\$261	\$132	\$68	\$59	\$187
2nd	123	\$282	\$143	\$73	\$64	\$203
3rd	111	\$308	\$156	\$79	\$69	\$221
4th	99	\$340	\$172	\$88	\$76	\$244
5th	87	\$380	\$192	\$98	\$85	\$273
6th	75	\$434	\$219	\$111	\$97	\$311
7th	63	\$508	\$256	\$130	\$114	\$364
8th	51	\$617	\$311	\$158	\$138	\$442
9th	39	\$792	\$399	\$203	\$176	\$567

Program office for assistance if you are unsure of the child's age/grade.

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	\$103	\$332
Age 1	\$479	\$241	\$122	\$104	\$334
Age 2	\$481	\$241	\$122	\$105	\$337
Age 3	\$482	\$242	\$122	\$106	\$341
Age 4/5*	\$483	\$243	\$124	\$108	\$345
K	\$487	\$245	\$125	\$109	\$349
1st	\$493	\$248	\$126	\$110	\$353
2nd	\$499	\$251	\$128	\$112	\$357
3rd	\$505	\$254	\$130	\$113	\$362
4th	\$511	\$257	\$131	\$114	\$366
5th	\$517	\$260	\$133	\$116	\$370
6th	\$523	\$264	\$134	\$117	\$375
7th	\$529	\$267	\$136	\$118	\$379

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	\$276	\$139	\$70	\$60	\$192
Age 1	\$276	\$139	\$71	\$60	\$193
Age 2	\$277	\$139	\$71	\$61	\$194
Age 3	\$278	\$140	\$71	\$62	\$197
Age 4/5*	\$278	\$140	\$72	\$63	\$199
K	\$281	\$142	\$73	\$63	\$201
1st	\$284	\$144	\$73	\$64	\$204
2nd	\$288	\$145	\$74	\$65	\$206

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	\$194	\$98	\$50	\$39	\$135
Age 1	195	\$201	\$101	\$52	\$41	\$140
Age 2	183	\$209	\$105	\$54	\$43	\$146
Age 3	171	\$219	\$110	\$56	\$45	\$153
Age 4/5*	159	\$230	\$116	\$59	\$48	\$161
K	147	\$242	\$122	\$62	\$51	\$170
1st	135	\$257	\$130	\$67	\$55	\$182
2nd	123	\$277	\$140	\$72	\$60	\$196
3rd	111	\$302	\$152	\$78	\$65	\$214
4th	99	\$332	\$167	\$86	\$72	\$235
5th	87	\$371	\$187	\$96	\$80	\$263
6th	75	\$422	\$212	\$109	\$92	\$300
7th	63	\$493	\$248	\$127	\$108	\$351
8th	51	\$597	\$300	\$153	\$131	\$425
9th	39	\$765	\$384	\$196	\$168	\$545

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	\$95	\$332
Age 1	\$479	\$241	\$122	\$96	\$334
Age 2	\$481	\$241	\$122	\$97	\$335
Age 3	\$482	\$242	\$122	\$99	\$337
Age 4/5*	\$483	\$242	\$122	\$100	\$338
K	\$484	\$243	\$124	\$101	\$340
1st	\$485	\$244	\$125	\$103	\$342
2nd	\$490	\$246	\$126	\$104	\$346
3rd	\$494	\$249	\$127	\$106	\$350
4th	\$499	\$251	\$128	\$107	\$354
5th	\$504	\$254	\$130	\$109	\$357
6th	\$509	\$256	\$131	\$110	\$361
7th	\$513	\$258	\$132	\$112	\$365

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	\$276	\$139	\$70	\$55	\$192
Age 1	\$276	\$139	\$71	\$56	\$193
Age 2	\$277	\$139	\$71	\$57	\$194
Age 3	\$278	\$140	\$71	\$57	\$194
Age 4/5*	\$278	\$140	\$71	\$58	\$195
K	\$279	\$140	\$72	\$59	\$196
1st	\$280	\$141	\$72	\$60	\$197
2nd	\$282	\$142	\$73	\$61	\$200

*Five-year olds not in Kindergarten as of ~~July 31, 2022~~ August 1, 2023 will follow the Age 4/5 pricing.
Contact the Program office for assistance if you are unsure of the child's age/grade.

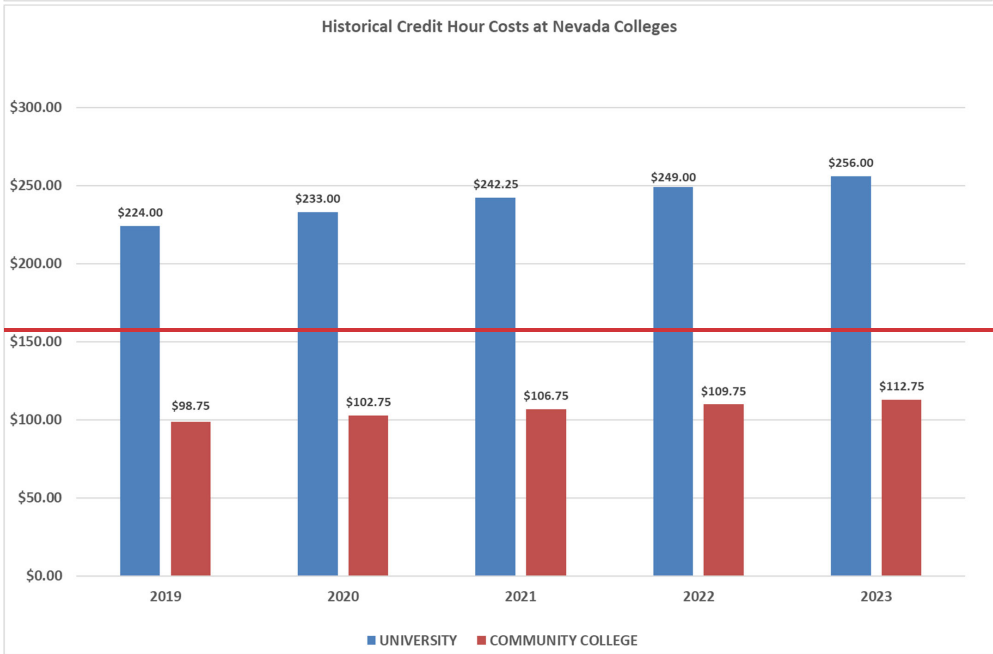
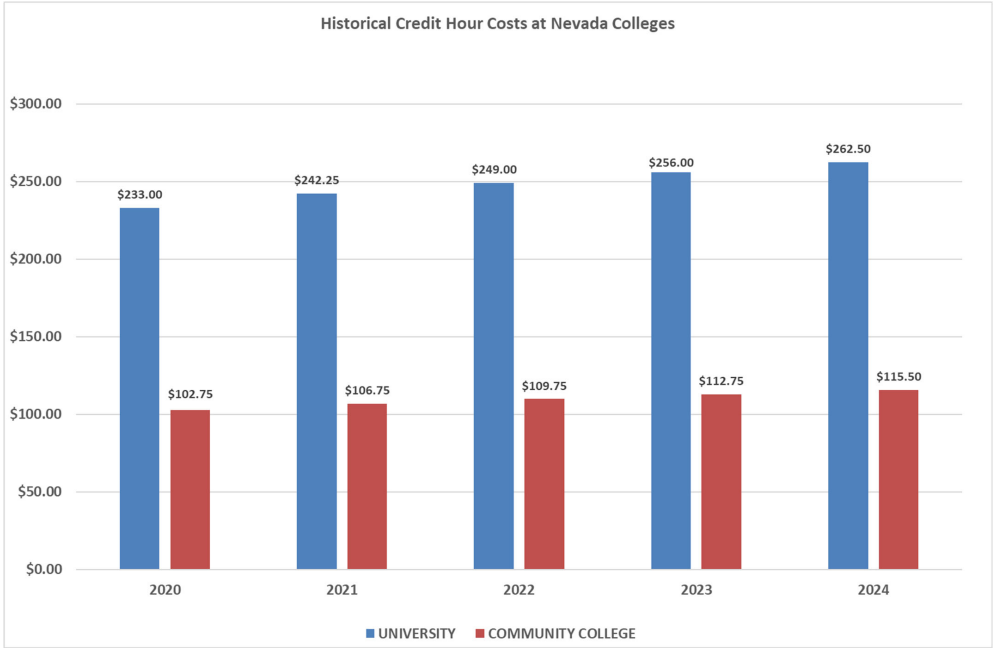
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How Pricing is Determined

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. 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, 2021, the actuarial study determined that the Program was ~~78.9~~^{189.7}% 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 Office of Postsecondary Education database at <https://ope.ed.gov/dapip/#/home>. 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 ~~\$17,000~~^{\$17,000}/~~\$34,000~~^{\$17,000} (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 ~~\$85,000~~^{\$170,000} (or ~~\$170,000~~^{\$340,000} for a married couple) in ~~2021~~²⁰²³. 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 ~~2023-2024~~ enrollment period, Contracts may be purchased between November 1, ~~2022~~2023, and April 15, 2024.

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, ~~2021~~2022. 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 <https://studentaid.gov/fafsa-app/FSCsearch> 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:

~~2023-2024~~ 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. "Giftdor" 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 Giffor 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~~**TBD** - Chancellor of the Nevada System of Higher Education Designee

~~Robin Hager~~**Michael Rankin** - Director of the Office of Finance Designee

~~Andrew Martin~~**Lisa Cano Burkhead** - Governor Appointee

Donna Stanfel - Governor Appointee

Program Office

Mailing Address:

Nevada Prepaid Tuition
555 E. Washington Avenue, Suite 5200
Las Vegas, NV 89101

Telephone: 1-888-477-2667 (toll free), or 702-486-2025

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.

THE BOARD OF TRUSTEES OF THE
COLLEGE SAVINGS PLANS OF NEVADA

Agenda Item 15
September 21, 2023

**Item: Nevada College Savings Program Investment
Policy Statement Updates**

Summary: The Investment Policy Statement for the Nevada College Savings Program shall be reviewed at least every two years. Minor modifications have been made to the most recent version for the Board's review.

Staff will provide an overview of the changes.

Recommendation:

To accept and approve the amended Investment Policy Statement for the Nevada College Savings Plan.

Fiscal Impact: None

Investment Policy Statement
for the
NEVADA COLLEGE SAVINGS PROGRAM

Board of Trustees
College Savings Plans of Nevada

September 2023

A. PLAN PURPOSE

The Nevada College Savings Program (the "College Savings Program") is administered by the Board of Trustees (the "Board") of the College Savings Plans of Nevada, which was established under the Nevada Revised Statutes ("NRS") Chapter 353B, and Section 529 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). There are five distinct 529 plans (the "Plans") operating under the College Savings Program: the Vanguard 529 College Savings Plan, , the USAA College Savings Plan, the Putnam 529 for America Plan, the Wealthfront 529 Plan, and the FuturePath by JPMorgan Plan. The Program was established to provide families with an opportunity to invest toward future qualified higher education expenses, and is administered separately from the Nevada Higher Education Prepaid Tuition Program ("Prepaid Program"), which is also a part of the collective College Savings Plans of Nevada.

This investment policy statement is intended to:

1. Articulate the objectives of the College Savings Program;
2. Identify the roles of specific entities having program management and fiduciary responsibilities in administering the College Savings Program;
3. Include policies regarding permitted investments, benchmarks, asset allocation strategies, etc.;
4. Establish the reporting requirements mandated by the Board;
5. Establish objectives for the process of prudently monitoring and evaluating the performance of investments and of contractors that provide investment management services to the College Savings Program;
6. Establish objectives for structuring investment options offered in the College Savings Program; and,
7. Formulate policies for selecting appropriate investment managers and the use of specific investment vehicles ("Underlying Investments") in the Portfolios within the framework of the structure as stated in this Policy.

B. ESTABLISHMENT AND AUTHORITY

NRS Chapter 353B establishes the College Savings Plans, which includes the College Savings Program. At the Board's discretion, the administration of the College Savings Program can be delegated to the State Treasurer, per NRS 353B.310 and NRS 353B.320. NRS 353B.370 grants the Board latitude in dictating how College Savings Program assets are to be invested, which may include the selection of an Investment Manager(s) and/or mutual funds, and the selection of a Program Administrator(s). The Program Administrator, who may contract directly with Investment Manager(s), shall report directly to the State Treasurer in the administration of the College Savings Trust Fund, but otherwise to the Board in the administration of the College Savings Program as a whole.

To the extent that there is any conflict between i) this Investment Policy Statement (including any attached documents) and ii) any contractual relationships among any Program Administrator, any Investment Manager, and/or the Board, such contractual relationship(s) will take precedence.

At the discretion of the Program Administrator and with the approval and consent of the Board, College Savings Program investments may be sold directly to account owners, or indirectly through financial advisors, or both.

C. RESPONSIBILITIES

1. Board: The Board will operate the College Savings Program in compliance with the Code, NRS, and, where more restrictive, any Investment Policy(ies). The Board will also ensure that the Program Administrator and Investment Manager(s) (both described below) are similarly in compliance with the Code, NRS, and any Investment Policy(ies). The Board will:

1. Implement a comprehensive investment plan for the College Savings Program;
2. Establish criteria and select an Investment Manager(s), mutual funds, or other such entities or vehicles for investing College Savings Program assets;
3. Employ personnel and contract for goods and services necessary for the effective operation of the College Savings Program;
4. Review, approve, and/or modify the Program Administrator's annual investment review;
5. Review the investment performance of the Investment Manager(s) or equivalent, and review any changes in benchmarking;
6. Develop appropriate college savings investment options and programs for account owners/beneficiaries;
7. Reaffirm all investment options in the Program no less frequently than annually.

2. State Treasurer: (which may include other members of the State Treasurer's Office, as delegated by the State Treasurer): The State Treasurer will administer the College Savings Program, establish accounts as needed, and accept and expend on behalf of the College Savings Program any monies provided for expenses. The State Treasurer will:

1. Conduct reviews of proposed actions and requests from the Program Administrator and Investment Manager(s) (or equivalent), and present recommendations to the Board;
2. Review Investment Manager(s) (or equivalent) reports with a special consideration of benchmarking (i.e., performance relative to benchmarks and the appropriateness of the benchmarks);
3. In conjunction with the Investment Consultant, review recommendations regarding any items being presented to the Board by the Program Administrator or Investment Manager with respect to asset allocation, age bands, underlying funds, benchmarks, etc.;
4. Review the Investment Consultant's recommendations for funds to be placed on or removed from "Watch" status prior to such recommendations being presented to the Board; and
5. Work with the Program Administrator and Investment Manager(s) to identify alternative investment solutions when investment options are recommended for replacement in the Program.

3. Investment Consultant: The Board has determined that it is necessary and reasonable to retain a professional investment consultant (the "Investment Consultant") to advise the Board with regard to the investments of the Trust. Under the College Savings Program, the investment consultant has certain fiduciary responsibilities as defined by its contract with the Board and by law. Under this policy, the Investment Consultant will generally be responsible for the following:

1. Provide general investment advice to the Board and State Treasurer;

2. Develop and maintain criteria for the determination of "Watch" status in conjunction with the Board and State Treasurer Staff ;
3. Make recommendations on investment options, policies, objectives, and strategies, including asset allocation and compliance monitoring, all consistent with the objectives of the College Savings Program;
4. Review and provide recommendations regarding any items being presented to the Board by the Program Administrator or Investment Manager with respect to asset allocation, age bands, underlying funds, benchmarks, etc.;
5. Monitor the Program Manager and portfolio and underlying investment fund or vehicle performance as detailed in Monitoring Procedures and Criteria;
6. Determine when any investment qualifies to be placed on or removed from "Watch" status, using criteria detailed in Monitoring Procedures and Criteria and recommend such action to the Board;
7. Maintain the list of investments on "Watch" status and provide updated reports to the State Treasurer and the Board no less frequently than quarterly;
8. As quickly as reasonably possible, notify the State Treasurer and the Board of any adverse changes which may require immediate action in any of the investments options in the Program; and,
9. Monitor the Investment Manager(s), their investment performance, and their adherence to the requirements imposed by the NRS, the Board, and any relevant policies which shall have been made fully available to the Investment Managers(s).

4. Program Administrator: The Board has determined that it is necessary and reasonable to retain professional program administrators to manage the College Savings Program and contract with Investment Managers with the consent of the Board. Under the College Savings Program, a Program Administrator and/or Investment Manager has certain fiduciary responsibilities as defined by its contract with the Board and by applicable law. A Program Administrator (which may by current contract be referred to as "Program Manager") and any of its affiliates (taken as a whole) will:

1. No less frequently than annually, in concert with each Investment Manager independently, prepare an investment review, which shall include an asset allocation review and any proposed changes to the underlying investments, benchmarks, etc.;
2. Inform the Board of any changes to any benchmarks or material changes in objectives by any underlying mutual funds of which it is aware, ETFs or separate accounts in the College Savings Program that aren't directly voted on by the Board, in a reasonable time after the Program Administrator learns of such changes;
3. No less frequently than quarterly, along with each Investment Manager, collect performance data for the investments and present a performance report of individual plans available to account owners/beneficiaries, in a format acceptable to the Board;
4. No less frequently than quarterly, provide reports to the Board and State Treasurer, all as contemplated by the contractual relationship and in a format acceptable to the Board and reasonably agreed to by the Program Administrator;
5. Coordinate, manage, and oversee the Investment Manager relationship(s), which will include performing due diligence and advising the Board of issues and concerns,;
6. Review, analyze, and develop guidelines in the College Savings Program, relating to asset mix, age bands, etc., and recommend changes (if any) in individual plans for the Board's review and approval, no less frequently than annually;
7. Provide any additional customized reports as contractually permitted and as reasonably requested by the Board or State Treasurer in consultation with the Program Administrator and relevant Investment Manager(s);

8. Employ a qualified Investment Manager(s) to manage investments in the College Savings Trust Fund;
9. Review investment proposals from the Investment Manager(s), as applicable to ensure compliance with contractual obligations as well as Code, NRS, and any Investment Policy-related constraints;
10. Monitor ongoing adherence to Code, NRS, and any Investment Policy-related constraints;
11. Develop appropriate college savings investment options and programs for account owners / beneficiaries for consideration by the Board, and manage those programs as directed by the Board; and
12. Take action as directed by the Board to modify the College Savings Program, which may include (but not be limited to) the termination or hiring of an Investment Manager or the elimination or addition of an investment option, all consistent with constraints imposed by the Code, NRS, any contractual relationship(s) with the Program Administrator, any relevant policy(ies), and/or any contractual relationship between the Program Administrator and the Investment Manager(s).

5. Investment Manager(s) (if any): The Investment Manager will manage assets of the College Savings Trust Fund, on a non-commingled basis across various individual College Savings Program plans, in a manner consistent with Code, NRS, and/or any relevant policy(ies). Under this policy, the Investment Manager(s) will generally be responsible for the following:

1. Provide a range of investment options for account owners and beneficiaries, and also provide support relating to administration, distribution and customer service, per the terms of any contracts with the Program Administrator or the Board, as appropriate and as approved by the Board;
2. Manage College Savings Trust Fund assets in a manner consistent with criteria established by the Board and any written communications to the Investment Manager;
3. Invest, monitor, and rebalance College Savings Trust Fund assets as needed to ensure consistency with any target allocations;
4. Provide performance reports to the Board no less frequently than quarterly or as requested by the Board;
5. Develop proprietary policies for reviewing, monitoring, and refining investment performance to meet Board objectives; and
6. Employ qualified fund managers, securities custodians, and investment advisors.

D. INVESTMENT OBJECTIVES

The primary goal of the College Savings Program is to provide eligible participants with a range of investment options for accounts held in the College Savings Trust Fund, and to employ a qualified Investment Manager(s) to administer the investments. The investment options made available to beneficiaries and account owners shall be selected and managed in accordance with the contracts between the Investment Manager(s) and/or Program Administrator and the Board, the Code, NRS, and any applicable policies. As such, the College Savings Program taken as a whole shall seek to achieve the following objectives:

1. Meet the various educational savings needs of account owners and beneficiaries;

2. Provide at least one Direct Plan and one Advisor Plan to accommodate account owners' different preferences for either managing their own investments or using a financial advisor to manage their account;
3. Provide investment options which, first and foremost, are consistent with the objectives of the College Savings Program, and within that constraint, encompass a range of expected risk and return opportunities, to allow for an expected rate of return commensurate with an expected level of risk to meet the investment goals of account owners and beneficiaries. Investment options must have a minimum performance track record of at least three years, and the managers should have a minimum of three years managing the proposed asset class with a verifiable track record (composites are acceptable). The three-year requirement helps to ensure that the manager has had enough time to manage the strategy in a variety of market conditions. While a complete market cycle (between five and seven years) is preferable when analyzing a fund's past performance, a three-year track record will generally provide enough history to perform a reasonable assessment;
4. Provide flexibility for the College Savings Program by providing a range of investment options that take into consideration risk tolerances, investment objectives, the age of the account owner, the age of the beneficiary, etc.;
5. Strive to include competitively priced funds within the Program, and in general assess the relative operating costs of a fund against the relative benefit of utilizing that specific fund in the College Savings Program;
6. Consider and potentially include investment vehicles which are not mutual funds; and
7. Strive to be competitive with alternative investment options, and with terms and investment choices which are easily communicated to, and understood by, account owners.

E. PERMITTED INVESTMENTS

The underlying investments in the College Savings Trust Fund shall draw from the following broad asset classes:

1. Short-term marketable debt securities
2. Fixed-income securities
3. U.S. equity securities
4. International equity securities
5. Bank certificates of deposit
6. Stable value investments
7. Real estate investments/real estate investment trusts (REITS)
8. Real or absolute return investment options
9. Natural resource investment options

The underlying investment vehicles of the College Savings Trust Fund shall be limited to mutual funds, exchange-traded funds, stable value investments, direct holdings of bank certificates of deposit, FDIC-insured savings accounts, or in separately managed accounts with similar investment strategies. Investment instruments or asset classes which differ materially from these broad categories would necessitate a revision to this Policy. The Board may establish guidelines for the development and structuring of the College Savings Program investment alternatives, which may include specific prohibitions on certain investments, limits on asset or asset class exposures, various risk constraints, benchmarks, and investment return objectives.

There will be no categorical prohibition against the use of derivatives and/or other forms of leverage in mutual funds or exchange-traded funds. However the Board will consider a particular fund's policies and activities in these areas as part of a more general screening and surveillance

of mutual funds and other investment vehicles. Where the Board permits the use of derivatives instruments, the Investment Manager shall be permitted, in connection with the exercise of its power and authority hereunder, as agent of the Board, to post securities, cash or other property of the applicable fund or other investment vehicle as margin or collateral with any counterparty, clearing broker or clearing or settlement agent in connection with transactions in derivatives contracts entered into on behalf of the applicable fund or other investment vehicle in accordance with this Investment Policy Statement, which securities, cash or other property shall be subject to a general lien and security interest to secure the performance of the applicable fund or other investment vehicle under such derivatives contracts. In connection with the preceding sentence, the Board agrees that it will not cause or allow any such fund or other investment vehicle to be or become subject to liens, security interests, mortgages or encumbrances of any kind. Similarly, "funds of funds" and short-selling will not be categorically prohibited. To the extent that less conventional activities or instruments or techniques are permitted in the College Savings Trust Fund, the Board in its discretion will apply special surveillance to protect against abuse, all in the interest of ensuring a continuing appropriateness for College Savings Program objectives.

F. PERFORMANCE MONITORING

The Board determined it is necessary and reasonable to develop an investment monitoring program and has delegated such a role to the State Treasurer and Staff and Investment Consultant to advise the Board with regard to investment and compliance issues. The Investment Consultant is charged with the goal of monitoring and reporting to the State Treasurer and Staff on issues directly affecting the prudent administration of the College Savings Program, on behalf of the Board and other College Savings Program stakeholders, and will perform in a manner consistent with generally accepted standards of fiduciary responsibility.

The investment options will be selected and monitored with the skill, care, and diligence of a prudent person acting in a like capacity, familiar with such matters and in accordance with all applicable laws and policies of the Board. All decisions made on behalf of the College Savings Program will be for the sole benefit of the account owners and beneficiaries. The Investment Consultant will monitor the investments and may make informal recommendations to add, remove, or change the investment options to the State Treasurer and Staff as may be appropriate, and as detailed in Section A above, and the Monitoring Procedures and Criteria.

1. Benchmarks

The Board shall evaluate investment performance relative to an assigned benchmark. The Program Administrator shall at all times seek to provide performance consistent with performance criteria as shown in the Monitoring Procedures and Criteria. When evaluating investment performance, a benchmark will be used to provide relative results with the following stipulations:

1. Evaluations shall be against an industry standard benchmark;
2. Program Investment Portfolios are to be displayed against an appropriate benchmark or policy benchmark as outlined in the College Savings Plans of Nevada Monitoring Procedures and Criteria; and,
3. All Underlying Investments and Investment Portfolios shall be considered against their respective benchmarks over an identical time period.

Each of the benchmarks to be utilized in performance evaluation are identified in the Monitoring Procedures and Criteria.

2. Investment Status Report

The Investment Consultant shall prepare a separate evaluation, no less frequently than quarterly, which shall review the performance and status of all underlying investment options and multi-fund portfolios. The quarterly investment reports provided by the Investment Consultant will rate all individual fund portfolios and every multi-fund portfolio as either Positive, Acceptable, Caution or Watch. Additionally, the Investment Consultant may determine that an Investment Manager, across the College Savings Program, merits "Watch" status. The quarterly status report will also recommend changes in "Watch" status, and will include the timing of any status change and the reason for the change. Any investment or Investment Manager on "Watch" status may have unique reporting requirements while it is on "Watch" status as reasonably requested by the Board. This "Watch" status reporting shall be provided to the Board.

The Investment Consultant, State Treasurer and Staff have jointly determined the criteria for an investment fund or Investment Manager to be placed on, or removed from, "Watch" status as detailed in a separate document entitled the Monitoring Procedures and Criteria for the Nevada College Savings Program.

G. ANNUAL INVESTMENT REVIEW

The Investment Manager(s) and the Program Administrator will jointly present investment reviews for each of the Investment Manager's segment of the College Savings Program, on an annual basis or more frequently as requested by the Board, in accordance with contractual requirements, if all parties consider it to be prudent and reasonable. These reviews will include any proposed (by any party) changes to approved benchmarks, the investment menu, asset mix, fees, etc. Proposed changes will be reviewed by the Investment Consultant and the State Treasurer and Staff prior to presentation to the Board, and this review may result in changes to the presentation, any proposals, etc. However the Board will retain the final decision-making authority to accept, reject, request modification, or defer any recommendations. Updates to all disclosure and customer documents to reflect approved changes will be reviewed and approved as appropriate by the State Treasurer or designee.

H. PROXY VOTING

By virtue of owning shares of underlying mutual funds and other products, the Program receives proxy voting materials periodically, which range from the election of board members for mutual funds to requests to modify a fund's fee structure or investment guidelines. Consistent with its fiduciary responsibilities, the Program has chosen not to delegate these votes to the Program Managers, but has developed the following guidelines in order to manage the exercise of proxy voting rights for the Program investment options. These guidelines recognize that generally our Program represents a very small share of voting shares for a fund, and the frequency of regular Board meetings may prevent the Program from entering votes by funds' deadlines.

Also, the Investment Managers are responsible for adopting written proxy voting policies and procedures as required by Rule 206 (4)-6 under the Investment Advisers Act of 1940. The Policy is generally adopted by each Fund, series of Funds or Investment Management Firm.

These policies and procedures will cover the voting of the underlying equity securities and may also apply to voting and/or consent rights of the underlying fixed income securities in funds, separately managed accounts and other similar products. The Board specifically delegates to each Investment Management Firm, the responsibility to vote each of the securities listed in the immediately preceding sentence. These policies should be designed and implemented in a manner to ensure voting is exercised in the best interest of Fund shareholders.

1. Upon receipt of proxy voting materials, the Program Manager or Investment Manager will forward all materials to the State Treasurer's Office. The Program Manager and Investment Manager will attempt to direct that proxy voting materials be mailed or sent electronically directly to the State Treasurer's Office.
2. Upon receipt of the proxy, staff at the State Treasurer's Office will carefully analyze the implications of proxy proposals. Based on the guidelines below, staff will determine whether it shall administratively vote on a proxy or forward the proxy vote to the Board for a decision. This helps ensure the Program (1) always votes the proxies it is entitled to vote; (2) votes after careful consideration of the issues; and (3) always casts votes in the best interest of Program beneficiaries. These guidelines are intended to provide general direction on particular issues. They are not meant as a substitute for careful review of ballot proposals.
3. The Board has delegated the following types of votes to the State Treasurer's Office:
 - a. Election of Board(s) Trustees
 - i. The Board(s) of Trustees must be an independent force in fund affairs and manage on behalf of shareholders. In 2004, The Securities and Exchange Commission adopted amendments to rules under the Investment Company Act of 1940 which help to ensure trustees remain independent and make decisions in the best interest of shareholders. Due to this, the State Treasurer and Staff will generally vote for trustee nominees recommended by the Investment Manager.
 - b. Increases in Expenses of the Investment Option
 - i. Staff will vote against proposals which will increase investment option expenses.
 - ii. A situation in which staff is supportive of a fee increase will require the item to be submitted to the Board for affirmative action.
 - c. Distribution Agreements
 - i. Staff will vote on distribution agreements on a case-by-case basis.
4. The following types of proxies will be placed on the Board's next regularly scheduled agenda or in extraordinary cases, may merit a special Board meeting:
 - a. Amendments to Investment Options' Fundamental Policies¹

¹ The 1940 Investment Act requires each fund adopt fundamental policies with respect to certain activities, and effectively provides that such policies may not be changed except by a majority of shareholder votes. These activities include, but are not limited to, underwriting securities issued by other persons, purchasing or selling real estate, issuing senior securities, borrowing money, making loans, purchasing or selling commodities, and the concentration of investments in a particular industry(ies).

- i. Votes on amendments to funds' fundamental policies will be made on a case-by-case basis.
 - b. Amendments to Fundamental Investment Restrictions
 - i. Votes on amendments to fundamental investment restrictions will be made on a case-by-case basis.
 - c. Social and Environmental Issues
 - i. Votes on social and environmental issues will be made on a case-by-case basis.
- 5. Other Items
 - a. On other items that are deemed routine by staff (such as those which do not change the fundamentals of the fund), staff will generally vote in the manner recommended by the Investment Manager.
 - b. On other items that are deemed non-routine by staff, proxy votes will be placed on the Board's next regularly scheduled agenda or in extraordinary cases, may merit a special Board meeting.

These guidelines are intended to provide general direction on particular issues. Staff will provide the Board with a report of any missed votes at the next regularly scheduled Board meeting with an analysis of the reason(s).

The above guidelines apply to proxy votes for underlying mutual funds or other types of investment options, but do not apply to proxy votes for companies for which these funds own shares or debt of.

J. ADOPTION AND REVIEW OF POLICY

The Board will review this Policy at least once every two years. Changes can be made at any time to this Policy to the extent such changes would be in the best interest of the Account Owners and beneficiaries; however changes are expected to be infrequent, as they will reflect long-term considerations, rather than short-term changes in the financial markets. The State Treasurer's Office will communicate any proposed modifications in writing on a timely basis to interested parties, including the Program Administrator and Investment Managers, who shall have a reasonable amount of time to respond to such proposals.

Adopted this 21st day of September, 2023

BOARD OF TRUSTEES, COLLEGE SAVINGS PLANS OF NEVADA

Treasurer Zach Conine, Chair



Investment Policy Statement
for the
NEVADA COLLEGE SAVINGS PROGRAM

Board of Trustees
College Savings Plans of Nevada

~~March 2018~~ September 2023

A. PLAN PURPOSE

The Nevada College Savings Program (the "College Savings Program") is administered by the Board of Trustees (the "Board") of the College Savings Plans of Nevada, which was established under the Nevada Revised Statutes ("NRS") Chapter 353B, and Section 529 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"). There are ~~four~~five distinct 529 plans (the "Plans") operating under the College Savings Program: the Vanguard 529 College Savings Plan, ~~the SSgA Uppromise 529 Plan~~, the USAA College Savings Plan, ~~and the Putnam 529 for America Pplan~~, the Wealthfront 529 Plan, and the FuturePath by JPMorgan Plan. The Program was established to provide families with an opportunity to invest toward future qualified higher education expenses, and is administered separately from the Nevada Higher Education Prepaid Tuition Program ("Prepaid Program"), which is also a part of the collective College Savings Plans of Nevada.

This investment policy statement is intended to:

1. Articulate the objectives of the College Savings Program;
2. Identify the roles of specific entities having program management and fiduciary responsibilities in administering the College Savings Program;
3. Include policies regarding permitted investments, benchmarks, asset allocation strategies, etc.;
4. Establish the reporting requirements mandated by the Board;
5. Establish objectives for the process of prudently monitoring and evaluating the performance of investments and of contractors that provide investment management services to the College Savings Program;
6. Establish objectives for structuring investment options offered in the College Savings Program; and,
7. Formulate policies for selecting appropriate investment managers and the use of specific investment vehicles ("Underlying Investments") in the Portfolios within the framework of the structure as stated in this Policy.

B. ESTABLISHMENT AND AUTHORITY

NRS Chapter 353B establishes the College Savings Plans, which includes the College Savings Program. At the Board's discretion, the administration of the College Savings Program can be delegated to the State Treasurer, per NRS 353B.310 and NRS 353B.320. NRS 353B.370 grants the Board latitude in dictating how College Savings Program assets are to be invested, which may include the selection of an Investment Manager(s) and/or mutual funds, and the selection of a Program Administrator(s). The Program Administrator, who may contract directly with Investment Manager(s), shall report directly to the State Treasurer in the administration of the College Savings Trust Fund, but otherwise to the Board in the administration of the College Savings Program as a whole.

To the extent that there is any conflict between i) this Investment Policy Statement (including any attached documents) and ii) any contractual relationships among any Program Administrator, any Investment Manager, and/or the Board, such contractual relationship(s) will take precedence.

At the discretion of the Program Administrator and with the approval and consent of the Board, College Savings Program investments may be sold directly to account owners, or indirectly through financial advisors, or both.

C. RESPONSIBILITIES

1. Board: The Board will operate the College Savings Program in compliance with the Code, NRS, and, where more restrictive, any Investment Policy(ies). The Board will also ensure that the Program Administrator and Investment Manager(s) (both described below) are similarly in compliance with the Code, NRS, and any Investment Policy(ies). The Board will:

1. Implement a comprehensive investment plan for the College Savings Program;
2. Establish criteria and select an Investment Manager(s), mutual funds, or other such entities or vehicles for investing College Savings Program assets;
3. Employ personnel and contract for goods and services necessary for the effective operation of the College Savings Program;
4. Review, approve, and/or modify the Program Administrator's annual investment review;
5. Review the investment performance of the Investment Manager(s) or equivalent, and review any changes in benchmarking;
6. Develop appropriate college savings investment options and programs for account owners/beneficiaries;
7. Reaffirm all investment options in the Program no less frequently than annually.

2. State Treasurer: (which may include other members of the State Treasurer's Office, as delegated by the State Treasurer): The State Treasurer will administer the College Savings Program, establish accounts as needed, and accept and expend on behalf of the College Savings Program any monies provided for expenses. The State Treasurer will:

1. Conduct reviews of proposed actions and requests from the Program Administrator and Investment Manager(s) (or equivalent), and present recommendations to the Board;
2. Review Investment Manager(s) (or equivalent) reports with a special consideration of benchmarking (i.e., performance relative to benchmarks and the appropriateness of the benchmarks);
3. In conjunction with the Investment Consultant, review recommendations regarding any items being presented to the Board by the Program Administrator or Investment Manager with respect to asset allocation, age bands, underlying funds, benchmarks, etc.;
4. Review the Investment Consultant's recommendations for funds to be placed on or removed from "Watch" status prior to such recommendations being presented to the Board; and
5. Work with the Program Administrator and Investment Manager(s) to identify alternative investment solutions when investment options are recommended for replacement in the Program.

3. Investment Consultant: The Board has determined that it is necessary and reasonable to retain a professional investment consultant (the "Investment Consultant") to advise the Board with regard to the investments of the Trust. Under the College Savings Program, the investment consultant has certain fiduciary responsibilities as defined by its contract with the Board and by law. Under this policy, the Investment Consultant will generally be responsible for the following:

1. Providing/Provide general investment advice to the Board and State Treasurer;

2. Develop and maintain criteria for the determination of "Watch" status in conjunction with the Board and State Treasurer Staff ;
3. Make recommendations on investment options, policies, objectives, and strategies, including asset allocation and compliance monitoring, all consistent with the objectives of the College Savings Program;
4. Review and provide recommendations regarding any items being presented to the Board by the Program Administrator or Investment Manager with respect to asset allocation, age bands, underlying funds, benchmarks, etc.;
5. Monitor the Program Manager and portfolio and underlying investment fund or vehicle performance as detailed in Monitoring Procedures and Criteria;
6. Determine when any investment qualifies to be placed on or removed from "Watch" status, using criteria detailed in Monitoring Procedures and Criteria and recommend such action to the Board;
7. Maintain the list of investments on "Watch" status and provide updated reports to the State Treasurer and the Board no less frequently than quarterly;
8. As quickly as reasonably possible, notify the State Treasurer and the Board of any adverse changes which may require immediate action in any of the investments options in the Program; and,
9. Monitor the Investment Manager(s), their investment performance, and their adherence to the requirements imposed by the NRS, the Board, and any relevant policies which shall have been made fully available to the Investment Managers(s).

4. Program Administrator: The Board has determined that it is necessary and reasonable to retain professional program administrators to manage the College Savings Program and contract with Investment Managers with the consent of the Board. Under the College Savings Program, a Program Administrator and/or Investment Manager has certain fiduciary responsibilities as defined by its contract with the Board and by applicable law. A Program Administrator (which may by current contract be referred to as "Program Manager") and any of its affiliates (taken as a whole) will:

1. No less frequently than annually, in concert with each Investment Manager independently, prepare an investment review, which shall include an asset allocation review and any proposed changes to the underlying investments, benchmarks, etc.;
2. Inform the Board of any changes to any benchmarks or material changes in objectives by any underlying mutual funds of which it is aware, ETFs or separate accounts in the College Savings Program that aren't directly voted on by the Board, in a reasonable time after the Program Administrator learns of such changes;
3. No less frequently than quarterly, along with each Investment Manager, collect performance data for the investments and present a performance report of individual plans available to account owners/beneficiaries, in a format acceptable to the Board;
4. No less frequently than quarterly, provide reports to the Board and State Treasurer, all as contemplated by the contractual relationship and in a format acceptable to the Board and reasonably agreed to by the Program Administrator;
5. Coordinate, manage, and oversee the Investment Manager relationship(s), which will include performing due diligence and advising the Board of issues and concerns,;
6. Review, analyze, and develop guidelines in the College Savings Program, relating to asset mix, age bands, etc., and recommend changes (if any) in individual plans for the Board's review and approval, no less frequently than annually;
7. Provide any additional customized reports as contractually permitted and as reasonably requested by the Board or State Treasurer in consultation with the Program Administrator and relevant Investment Manager(s);

8. Employ a qualified Investment Manager(s) to manage investments in the College Savings Trust Fund;
9. Review investment proposals from the Investment Manager(s), as applicable to ensure compliance with contractual obligations as well as Code, NRS, and any Investment Policy-related constraints;
10. Monitor ongoing adherence to Code, NRS, and any Investment Policy-related constraints;
11. Develop appropriate college savings investment options and programs for account owners / beneficiaries for consideration by the Board, and manage those programs as directed by the Board; and
12. Take action as directed by the Board to modify the College Savings Program, which may include (but not be limited to) the termination or hiring of an Investment Manager or the elimination or addition of an investment option, all consistent with constraints imposed by the Code, NRS, any contractual relationship(s) with the Program Administrator, any relevant policy(ies), and/or any contractual relationship between the Program Administrator and the Investment Manager(s).

5. Investment Manager(s) (if any): The Investment Manager will manage assets of the College Savings Trust Fund, on a non-commingled basis across various individual College Savings Program plans, in a manner consistent with Code, NRS, and/or any relevant policy(ies). Under this policy, the Investment Manager(s) will generally be responsible for the following:~~This will include:~~

1. ~~Providing—Provide~~ a range of investment options for account owners and beneficiaries, and also provide support relating to administration, distribution and customer service, per the terms of any contracts with the Program Administrator or the Board, as appropriate and as approved by the Board;
2. ~~Managing—Manage~~ College Savings Trust Fund assets in a manner consistent with criteria established by the Board and any written communications to the Investment Manager;
3. Investing, ~~monitoring—monitor~~, and ~~rebalancing—rebalance~~ College Savings Trust Fund assets as needed to ensure consistency with any target allocations;
4. ~~Providing—Provide~~ performance reports to the Board no less frequently than quarterly or as requested by the Board;
5. Develop~~ing~~ proprietary policies for reviewing, monitoring, and refining investment performance to meet Board objectives; and
6. Employ~~ing~~ qualified fund managers, securities custodians, and investment advisors.

D. INVESTMENT OBJECTIVES

The primary goal of the College Savings Program is to provide eligible participants with a range of investment options for accounts held in the College Savings Trust Fund, and to employ a qualified Investment Manager(s) to administer the investments. The investment options made available to beneficiaries and account owners shall be selected and managed in accordance with the contracts between the Investment Manager(s) and/or Program Administrator and the Board, the Code, NRS, and any applicable policies. As such, the College Savings Program taken as a whole shall seek to achieve the following objectives:

1. Meet the various educational savings needs of account owners and beneficiaries;

2. Provide at least one Direct Plan and one Advisor Plan to accommodate account owners' different preferences for either managing their own investments or using a financial advisor to manage their account;
3. Provide investment options which, first and foremost, are consistent with the objectives of the College Savings Program, and within that constraint, encompass a range of expected risk and return opportunities, to allow for an expected rate of return commensurate with an expected level of risk to meet the investment goals of account owners and beneficiaries. Investment options must have a minimum performance track record of at least three years, and the managers should have a minimum of three years managing the proposed asset class with a verifiable track record (composites are acceptable). The three-year requirement helps to ensure that the manager has had enough time to manage the strategy in a variety of market conditions. While a complete market cycle (between five and seven years) is preferable when analyzing a fund's past performance, a three-year track record will generally provide enough history to perform a reasonable assessment;
4. Provide flexibility for the College Savings Program by providing a range of investment options that take into consideration risk tolerances, investment objectives, the age of the account owner, the age of the beneficiary, etc.;
5. Strive to include "~~low-cost~~"competitively priced funds within the Program, and in general assess the relative operating costs of a fund against the relative benefit of utilizing that specific fund in the College Savings Program;
6. Consider and potentially include investment vehicles which are not mutual funds; and
7. Strive to be competitive with alternative investment options, and with terms and investment choices which are easily communicated to, and understood by, account owners.

E. PERMITTED INVESTMENTS

The underlying investments in the College Savings Trust Fund shall draw from the following broad asset classes:

1. Short-term marketable debt securities
2. Fixed-income securities
3. U.S. equity securities
4. International equity securities
5. Bank certificates of deposit
6. Stable value investments
7. Real estate investments/real estate investment trusts (REITS)
8. Real or absolute return investment options
9. Natural resource investment options

The underlying investment vehicles of the College Savings Trust Fund shall be limited to mutual funds, exchange-traded funds, stable value investments, direct holdings of bank certificates of deposit, FDIC-insured savings accounts, or in separately managed accounts with similar investment strategies. Investment instruments or asset classes which differ materially from these broad categories would necessitate a revision to this Policy. The Board may establish guidelines for the development and structuring of the College Savings Program investment alternatives, which may include specific prohibitions on certain investments, limits on asset or asset class exposures, various risk constraints, benchmarks, and investment return objectives.

There will be no categorical prohibition against the use of derivatives and/or other forms of leverage in mutual funds or exchange-traded funds. However the Board will consider a particular fund's policies and activities in these areas as part of a more general screening and surveillance

of mutual funds and other investment vehicles. Where the Board permits the use of derivatives instruments, the Investment Manager shall be permitted, in connection with the exercise of its power and authority hereunder, as agent of the Board, to post securities, cash or other property of the applicable fund or other investment vehicle as margin or collateral with any counterparty, clearing broker or clearing or settlement agent in connection with transactions in derivatives contracts entered into on behalf of the applicable fund or other investment vehicle in accordance with this Investment Policy Statement, which securities, cash or other property shall be subject to a general lien and security interest to secure the performance of the applicable fund or other investment vehicle under such derivatives contracts. In connection with the preceding sentence, the Board agrees that it will not cause or allow any such fund or other investment vehicle to be or become subject to liens, security interests, mortgages or encumbrances of any kind. Similarly, "funds of funds" and short-selling will not be categorically prohibited. To the extent that less conventional activities or instruments or techniques are permitted in the College Savings Trust Fund, the Board in its discretion will apply special surveillance to protect against abuse, all in the interest of ensuring a continuing appropriateness for College Savings Program objectives.

F. PERFORMANCE MONITORING

The Board determined it is necessary and reasonable to develop an investment monitoring program and has delegated such a role to the State Treasurer and Staff and Investment Consultant to advise the Board with regard to investment and compliance issues. The Investment Consultant is charged with the goal of monitoring and reporting to the State Treasurer and Staff on issues directly affecting the prudent administration of the College Savings Program, on behalf of the Board and other College Savings Program stakeholders, and will perform in a manner consistent with generally accepted standards of fiduciary responsibility.

The investment options will be selected and monitored with the skill, care, and diligence of a prudent person acting in a like capacity, familiar with such matters and in accordance with all applicable laws and policies of the Board. All decisions made on behalf of the College Savings Program will be for the sole benefit of the account owners and beneficiaries. The Investment Consultant will monitor the investments and may make informal recommendations to add, remove, or change the investment options to the State Treasurer and ~~Staff~~as Staff as may be appropriate, and as detailed in Section A above, and the Monitoring Procedures and Criteria.

1. Benchmarks

The Board shall evaluate investment performance relative to an assigned benchmark. The Program Administrator shall at all times seek to provide performance consistent with performance criteria as shown in the Monitoring Procedures and Criteria. When evaluating investment performance, a benchmark will be used to provide relative results with the following stipulations:

1. Evaluations shall be against an industry standard benchmark;
2. Program Investment Portfolios are to be displayed against an appropriate benchmark or policy benchmark as outlined in the College Savings Plans of Nevada Monitoring Procedures and Criteria; and,
3. All Underlying Investments and Investment Portfolios shall be considered against their respective benchmarks over an identical time period.

Each of the benchmarks to be utilized in performance evaluation are identified in the Monitoring Procedures and Criteria.

2. Investment Status Report

The Investment Consultant shall prepare a separate evaluation, no less frequently than quarterly, which shall review the performance and status of all underlying investment options and multi-fund portfolios. The quarterly investment reports provided by the Investment Consultant will rate all individual fund portfolios and every multi-fund portfolio as either Positive, Acceptable, Caution or Watch. Additionally, the Investment Consultant may determine that an Investment Manager, across the College Savings Program, merits "Watch" status. The quarterly status report will also recommend changes in "Watch" status, and will include the timing of any status change and the reason for the change. Any investment or Investment Manager on "Watch" status may have unique reporting requirements while it is on "Watch" status as reasonably requested by the Board. This "Watch" status reporting shall be provided to the Board.

The Investment Consultant, State Treasurer and ~~Staff have~~ **Staff have** jointly determined the criteria for an investment fund or Investment Manager to be placed on, or removed from, "Watch" status as detailed in a separate document entitled the Monitoring Procedures and Criteria for the Nevada College Savings Program.

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The Investment Manager(s) and the Program Administrator will jointly present investment reviews for each of the Investment Manager's segment of the College Savings Program, on an annual basis or more frequently as requested by the Board, in accordance with contractual requirements, if all parties consider it to be prudent and reasonable. These reviews will include any proposed (by any party) changes to approved benchmarks, the investment menu, asset mix, fees, etc. Proposed changes will be reviewed by the Investment Consultant and the State Treasurer and Staff prior to presentation to the Board, and this review may result in changes to the presentation, any proposals, etc. However the Board will retain the final decision-making authority to accept, reject, request modification, or defer any recommendations. Updates to all disclosure and customer documents to reflect approved changes will be reviewed and approved as appropriate by the State Treasurer or designee.

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1. Upon receipt of proxy voting materials, the Program Manager or Investment Manager will forward all materials to the State Treasurer's Office. The Program Manager and Investment Manager will attempt to direct that proxy voting materials be mailed or sent electronically directly to the State Treasurer's Office.
2. Upon receipt of the proxy, staff at the State Treasurer's Office will carefully analyze the implications of proxy proposals. Based on the guidelines below, staff will determine whether it shall administratively vote on a proxy or forward the proxy vote to the Board for a decision. This helps ensure the Program (1) always votes the proxies it is entitled to vote; (2) votes after careful consideration of the issues; and (3) always casts votes in the best interest of Program beneficiaries. These guidelines are intended to provide general direction on particular issues. They are not meant as a substitute for careful review of ballot proposals.
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 - i. Staff will vote against proposals which will increase investment option expenses.
 - ii. A situation in which staff is supportive of a fee increase will require the item to be submitted to the Board for affirmative action.
 - c. Distribution Agreements
 - i. Staff will vote on distribution agreements on a case-by-case basis.
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¹ The 1940 Investment Act requires each fund adopt fundamental policies with respect to certain activities, and effectively provides that such policies may not be changed except by a majority of shareholder votes. These activities include, but are not limited to, underwriting securities issued by other persons, purchasing or selling real estate, issuing senior securities, borrowing money, making loans, purchasing or selling commodities, and the concentration of investments in a particular industry(ies).

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 - i. Votes on amendments to fundamental investment restrictions will be made on a case-by-case basis.
 - c. Social and Environmental Issues
 - i. Votes on social and environmental issues will be made on a case-by-case basis.
- 5. Other Items
 - a. On other items that are deemed routine by staff (such as those which do not change the fundamentals of the fund), staff will generally vote in the manner recommended by the Investment Manager.
 - b. On other items that are deemed non-routine by staff, proxy votes will be placed on the Board's next regularly scheduled agenda or in extraordinary cases, may merit a special Board meeting.

These guidelines are intended to provide general direction on particular issues. Staff will provide the Board with a report of any missed votes at the next regularly scheduled Board meeting with an analysis of the reason(s). ~~The Board will receive a proxy voting summary report annually.~~

The above guidelines apply to proxy votes for underlying mutual funds or other types of investment options, but do not apply to proxy votes for companies for which these funds own shares or debt of.

J. ADOPTION AND REVIEW OF POLICY

The Board will review this Policy at least once every two years. Changes can be made at any time to this Policy to the extent such changes would be in the best interest of the Account Owners and beneficiaries; however changes are expected to be infrequent, as they will reflect long-term considerations, rather than short-term changes in the financial markets. The State Treasurer's Office will communicate any proposed modifications in writing on a timely basis to interested parties, including the Program Administrator and Investment Managers, who shall have a reasonable amount of time to respond to such proposals.

Adopted this ~~22nd-21st~~ day of ~~March-September 22~~, 20~~23~~~~18~~

BOARD OF TRUSTEES, COLLEGE SAVINGS PLANS OF NEVADA

~~Bob Seale, Chair~~

~~Treasurer Zach Conine, Chair~~