

**Zach Conine**  
*State Treasurer*



**Members**  
Donna Velez  
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

**Friday, September 27, at 9:00 a.m.**

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

State Capitol Building  
1st Floor State Treasurer's Office  
101 N. Carson Street, Suite 4  
Carson City, NV 89701

**Teams Meeting Link-**

**[Join the meeting now](#)**

Meeting ID: 292 465 261 262

Dial-in by phone: +1 775-321-6111  
Phone conference ID: 415 097 174#

**Please email [klvanry@nevadatreasurer.gov](mailto:klvanry@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:** the minutes of the College Savings Board of Trustees meeting of June 26, 2024.
4. **For possible action:** the Ascensus program manager's report encompassing results for Vanguard, USAA, Future Path, and Wealthfront 529 plans for the quarter ended June 30, 2024.
5. **For possible action:** the Putnam 529 for America program manager's report for the quarter ended June 30, 2024.
6. **For possible action:** the Nevada Prepaid Tuition Program activity report for the quarter ended June 30, 2024.

### **Discussion Agenda**

7. **For discussion:** Staff updates
  - a. Putnam Investments contract update
  - b. Wealthfront annual investment review
  - c. Vanguard investment changes implementation
  - d. JP Morgan Future Path investment changes implementation
8. **For discussion and for possible action:** Contractual agreement with Meketa Investment Group for investment consulting services for the Nevada Prepaid Tuition and Nevada College Savings 529 Plans.
9. **For discussion and for possible action:** Nevada Prepaid Tuition 2025 contract prices, open enrollment dates, and fee schedule.
10. **For discussion and for possible action:** Nevada Prepaid Tuition 2025 Master Agreement amendments.
11. **For discussion and for possible action:** Nevada Prepaid Tuition 2025 open enrollment incentive funding.
12. **For discussion and for possible action:** Nevada Prepaid Tuition administrative expenses funded through Nevada Prepaid Tuition Trust Account rather than the Nevada College Savings Endowment Account.
13. **For discussion and for possible action:** Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended June 30, 2024.
14. **For discussion and for possible action:** Nevada 529 College Savings Plans Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended June 30, 2024.
15. **For discussion:** Update regarding the Vanguard US Growth Admiral Fund.

16. **For discussion and for possible action:** JP Morgan Future Path 529 Plan Proxy Vote.
17. **For discussion and for possible action:** Proposal to amend the Victory Capital contract, and direct staff as appropriate.
- a. Victory Capital presentation on proposed plan changes and enhancements.

18. **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.

19. **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**
- **Nevada Building, 1 State of Nevada Way, 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 27, 2024**

**Item: Minutes of the College Savings Board of Trustees  
meeting of June 26, 2024.**

**Fiscal Impact:** None by this action.

**Summary:**

The minutes of the June 26, 2024, 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 26, 2024, College Savings Board of Trustees meeting.**



# THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

## MINUTES OF BOARD MEETING

Wednesday, June 26<sup>th</sup>, 2024

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### Location:

Via videoconference at the following locations:

State Capitol Building  
1<sup>st</sup> Floor State Treasurer's Office  
101 N. Carson Street, Suite 4  
Carson City, NV 89701

### Board members present:

Chairman Treasurer Zach Conine – Carson City  
Michael Rankin – Zoom  
Robin Hager – Zoom  
Donna Velez – Zoom  
Lisa Cano Burkhead – excused

### Others present:

Nicole Ting, Deputy Attorney General  
Kirsten Van Ry, Chief of Staff  
Lori Hoover, Chief Deputy Treasurer  
Tya Mathis-Coleman, Deputy – College Savings  
Troy Watts, Treasurer's Office  
Blanca Platt, Treasurer's Office  
Leslie Milton, Treasurer's Office  
Naomi Nevers, Treasurer's Office  
Ariel Luke, Treasurer's Office  
Aysun Kilic, Meketa Investment  
Kay Ceserani, Meketa Investment  
Chris Catanese, Ascensus  
Tom Hewitt, Ascensus  
Jennifer Walker, Vanguard  
Stewart Duffield, Vanguard  
Mannik Dhillon, Victory Capital  
Lance Humphrey, Victory Capital  
Scott Kefer, Victory Capital  
Jessica Campbell, Victory Capital  
Heather Bedont, Victory Capital  
Caroline Churchill, Victory Capital  
Jennifer Fuentes, Victory Capital

Andrea Feirstein, AKF Consulting  
Mark Chapleau, AKF Consulting  
Douglas Polak, JP Morgan  
Liz Farrell, JP Morgan  
Jacklyn Tarapacki, JP Morgan  
Nikki Williams, Wealthfront  
Jessica Davila  
Sandie Palmer

**1. Roll Call**

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

**2. Public Comment.**

There was no public comment.

**Consent Agenda**

- 3. For possible action to approve:** the minutes of the College Savings Board of Trustees meeting of February 21, 2024.
- 4. For possible action to approve:** the Ascensus program manager's report encompassing results for Vanguard, USAA, Future Path, and Wealthfront 529 plans for the quarter ended March 31, 2024.
- 5. For possible action to approve:** the Putnam 529 for America program manager's report for the quarter ended March 31, 2024.
- 6. For possible action to approve:** the Nevada Prepaid Tuition Program activity report for the quarter ended March 31, 2024.

**Motion to approve the Consent Agenda from Member Hager and a second from Member Rankin. Motion passed unanimously.**

**Discussion Agenda**

- 7. For discussion:** Staff updates
- a. Prepaid Tuition Trust Fund Audit
  - b. Putnam Investments Contract Update
  - c. Prepaid Contest

Chief of Staff Kirsten Van Ry provided two brief updates noting that at the last board meeting in February it was discussed that the Prepaid Tuition Trust Fund Audit still had not been completed given the delay in issuing the ACFR and documents necessary for the auditors being inaccessible

in the financial system. They received the final audit in May and included it in the materials. She reviewed that on March 31<sup>st</sup> an annual report was due to the Governor's Office and the State Legislator. Upon advice of counsel, they submitted the annual report by the due date along with a cover memo stating as to why the annual report did not include the audit. She noted that the full audit and addendum is in the materials.

Chief Van Ry continued with the Putnam Investments Contract issue and stated they have been working diligently to workout a solution. They have connected with Franklin Templeton on potential alternatives including plan restructuring. After a review, they concluded that a scaled down or restructured plan does not meet the needs of their current and future participants. Therefore, they have worked with their consultants on issuing an RFQ that was released in April and are still working with Meketa and AKF Consulting on analyzing those responses. She shared they are hopeful to have a proposed solution soon.

Deputy of College Savings Tya Mathis-Coleman provided updates on the Prepaid Contest. She reviewed that the Nevada Prepaid Tuition Program offers Nevada families an option to take control of rising in-state college tuition rates and offers affordable payment options. She noted the value of the credit hours purchased may also be applied to eligible out- of-state public or private colleges or universities. This enrollment year, they celebrated the 25<sup>th</sup> anniversary of the Nevada Prepaid Tuition Program by hosting a contest. The giveaway was open to those who purchased a Nevada Prepaid Tuition contract during the open enrollment period November 1, 2023, through April 15, 2024. She stated that this giveaway was open to those with an existing Nevada Prepaid Tuition active contract. All participants who purchased or had an existing active Nevada Prepaid Tuition Contract on April 15<sup>th</sup> were automatically entered into the drawing. There were two winners selected for this giveaway. One winner was selected in a random drawing from all eligible participants who opened a Prepaid Tuition Contract during the 2024 enrollment period. The other winner was selected randomly from the eligible participants who are existing Nevada Prepaid Tuition Program active contract holders. Their first winner is Marlene Wheeler from the 2024 enrollment period. She purchased a 4-year University plan for a lump sum of \$24,747.00 for a newborn. She has a total of 7 prepaid contracts and resides in Henderson, Nevada. Their second winner is Jonathan Dickinson from the existing contracts. He purchased a 2+2 plan in 1998. He paid \$8,550.00. He currently has 2 prepaid contracts and resides in Sparks, Nevada. She expressed that this was an excellent way to end their 25<sup>th</sup> year of Nevada Prepaid Tuition and are looking forward to their next year of open enrollment with their new Prepaid Navigator that will be able to focus on expanding the program statewide.

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

8. **For discussion:** Implementation status update on Vanguard investment changes that were approved during the December 2023 Board Meeting.

Treasurer Conine introduced Jennifer Walker with the Vanguard Education Savings State Relationship Team. Ms. Walker stated she is the Senior Relationship Manager and provided a brief background noting she has been in the Investments Industry for more than 20 years in a variety of Client-Relationship Management and Leadership roles. She expressed her excitement to be apart of the team and gave an overview of the Vanguard investment changes that were approved during the December 2023 Board Meeting. She began on page 135 and noted that these changes will take effect as of July 12<sup>th</sup>. She noted they are standalone multi-fund portfolios in the plan, and these

have had a shift of 25% from the asset allocation changes and they're shifting to a 20% shift in those assets. She explained if you go from a growth to a moderate portfolio instead of going from a 75% equity allocation to a 50%, the shift would now go from 80% to 60, 40 and so on. Additionally, with these changes, they have removed a couple of the strategies from the lineup and have added a few as well which are shown on page 135 of the materials. She noted that the Short-Term Bond Index, Core Bond Fund, and FTSE Social Conservative Growth are all new. The High Yield Corporate is exchanging into another fund, the Inflation Protected Securities is leaving, and the STAR is exchanging as well. To give a scope of this type of project, she noted the overall plan is around \$34 billion with about 618,000 participants which are actual account owners and not just families. She discussed that a project like this has a lot of connection points, and several teams focused on the implementation for July 12<sup>th</sup>. They have approximately three dozen people engaged on this particular project focused on the implementation across Vanguard and Ascensus. She stated they are working on things such as communications, user testing, web experience, accounting, Pax, and others.

Ms. Walker then introduced Stew Duffield with Vanguard who provided an overview of the Communications Journey Map. He discussed the high-level events and three major milestones. He reviewed everyone was already notified of the upcoming changes that July 12<sup>th</sup> is the trade date and then 2 weeks after the launch, they are issuing a brand-new program description document which is a big undertaking due to the large documents. He reviewed they sent a 30-day notice in advance and gave a 30-day benchmark to give people comfort with the project. Internal communications were sent in advance and went out to everybody in the plan, not just those who were affected by the transactions. He stated that Vanguard's a company of around 18,000 employees and 8,000 of those employees or crew members are on the retail side. He noted they had to get word to those 8,000 folks of this happening. The kind of phone calls they got were from folks not impacted by the plan rather than the ones who are impacted. With this they gathered that communications were very good because the folks who were impacted understood and saw it coming. He noted they did receive a few calls from folks who just wanted to check if they would be affected and most of those calls were people who were outside of scope as its only about 10% of the plan that's involved with the project. He reviewed they are in the testing phase and once they hit the launch phase they will be processing the transactions, closing accounts, processing confirms, and it is important to inform the fund managers of this event because they are moving millions of dollars. The fund managers like to know about it ahead of time so that they can prepare the underlying portfolios for all these changes. He emphasized that the Monday after July 12<sup>th</sup> is an important day as that is when the confirm goes out and they expect folks will call again but they are prepared for all those calls. On the 26<sup>th</sup> they are going to take away the 30-day communication that is sitting on the website right now and replace it with the brand-new PD and they'll have fully harmonized all these changes into the plan for folks. They believe that the next contact point may be after the September 30<sup>th</sup> statements. He stated that the majority of the battle is just getting the word out to everybody so that they could all do their portions of the project and getting them all moving forward.

Treasurer Conine stated he appreciates Vanguard's commitment to make sure this is a smooth transition without any single wrinkles.

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

**9. For discussion:** Annual Investment Review of the USAA 529 Education Savings Plan.

Lance Humphrey with the Victory Solutions Team presented the annual investment review. He noted he is the Head of Portfolio Management and is overseeing the USAA 529 Plan. He confirmed they are not bringing any official changes to the plan for the Board this year. He referenced slide 69 in the materials to provide a brief overview of the process that they undertake each year when they review the plan and its component. He reviewed in both, 2021 and 2022, they took the plan through some of the most significant changes that they have over the past decade and hit on each element of the plan and its core drivers of performance. Over those two years they now feel very confident that the plan is positioned appropriately for participants moving forward. He went over some of the changes that they did make and how those have benefited the plan participants over the last couple of years and why they believe that those are positioned appropriately moving forward. He noted the glide path of the age-based options is going to be one of the largest drivers of determinants of success for the plan participants. They brought a major change to the plan to increase their allocation to equities relative to fixed income. That stemmed from their capital market expectations that they felt that equities had a more beneficial risk adjusted return looking forward relative to fixed income. Since that time period global equity markets are up over 15% during a period when fixed income markets were flat. He noted that one change alone has made a very material difference to the outcome of participants and as they review their capital market expectations today and moving forward, they feel that that glide path positioning is appropriate for the plan. The next step that they do is to make sure that they have the right asset classes as part of the plan selection. In 2021 they introduced a new asset class to the plan which was an alternative income exposure and obtained that exposure through the Victory Market Neutral Income Fund, which he noted is a way to produce stable income for the plan participants, but to do so without having risk to duration from rising interest rates or credit risk that is seen in many bond portfolios. In 2021 interest rates were at all-time lows and by adding this exposure, they were able to produce an uncorrelated return and one that has outperformed the various fixed income alternatives within the portfolio. He reviewed the next step is the Portfolio Construction where they think about the proper diversification, and if the asset classes are at a weight that help complement one another. In that 3-year period since the change, US Large Cap stocks have been one of the best performing if not the best performing asset class which is another benefit for the plan. The last step would be Fund Selection where they determine if they have the best line items within each of those asset classes which they have added a few changes to their lineup over the last couple of years. He noted they swapped the Victory Growth Fund for the Nasdaq-100 Index Fund, which has been beneficial for the overall plan. He expressed they feel very comfortable moving forward with their positioning and as they think about the upcoming 12 months and when they revisit this again next year, they will continue to review that fund selection area. He noted they have entered into a memorandum of understanding to acquire the asset management company of Pioneer. That's going to provide a new opportunity to review a new lineup of individual funds from various asset classes and they are going to do that process to evaluate those funds and will be presenting back to the staff and to the Board over the 12 months on any potential changes from a fund lineup perspective. He stated that each of the funds utilized within the plan, are within the green status from Meketa with no funds on caution or watch status.

Kay Ceserani with Meketa highlighted that they met with Victory Capital to review this proposal, reviewed their analysis, and agree with their findings. She noted they also take the time to review the different products using Meketa's analysis to ensure that the portfolios are appropriately structured. They don't have any recommendations other than to follow what they have proposed.

**10. For discussion and possible action:** the Nevada Prepaid Tuition Investment Monitoring Report prepared by Meketa Investment Group for the quarter ended March 31, 2024.

Aysun Kilic with Meketa is the Managing Principal and she presented the Prepaid Tuition Monitoring Report starting on page 153 and 154 of the materials showing the Economic Indicator Snapshot for economic updates. She noted this helps to gauge the overall health of the economy and when looking at the indicators, there are particularly a few that are more helpful and widely watched. The snapshot includes the quarterly real GDP, US Unemployment, US Inflation, and the US yield curve. She highlighted that despite some issues, the US economy has been remarkably resilient and in terms of quarterly real GDP the number has dropped for the 1st quarter compared to the 4th quarter of last year. She noted that it is still relatively strong, in terms of the expectations for this year compared to the 20-year history and the other G7 countries. She reviewed that the US Unemployment has been strong, which can be a double-edged sword because it can bring wage inflation but at the other hand it helps with consumer spending which is a pivotal part of the economy. US Inflation has been overall trending down but is more secure than desired and the last component is the US Yield Curve where they typically pay most attention to the spread between the 2-year and the 10-year yield. She noted typically, they want this upward sloping but has been reversed inverted for some time now which can signal an upcoming recession. She moved to the next page for the market update and highlighted that the 1st quarter was strong as it was mainly a continuation of a rally environment from the 2023 market environment. They particularly saw that equity markets, continue to rally in the 1st quarter with several major asset classes producing positive terms where US outperformed non-US developed. US large cap equities were strong, and technology related stocks dominated. Fixed Income was broadly negative with the exception of high yields and diversifying asset classes had mixed returns.

Ms. Ceserani provided a summary of their review of the plan at a high-level beginning on page 155. The plan ended the quarter with \$432.4 million, which is an increase of \$24.4 million over the quarter and approximately \$60 million over the one-year period. All the asset categories were within their acceptable ranges, although there was a little bit of drift from the targets. She went over the performance of the plan and noted it's strong across all periods. For the quarter it was up 5.6%, which outperformed its annual assumed rate of return of 5.25%. Although it did underperform the policy benchmark, mostly due to the Glenmede Portfolio. Over longer time periods, for the one-year period the portfolio is up 16.4% on another fee basis, 5.7% over 3 years, and 8.9% over the 5-year period with overall good returns. She also went over the drivers of the change in market value within the two components, which is cash flows as well as market dynamics. She noted both were positive, but the main contributor was the market dynamics for the period. On page 157 she went over the performance for the underlying managers that constitute the portfolio overall. She reminded there's five different managers utilized and of the five, three of them are passively managed which are the public equity funds and all of those produce results within expectations. She went over the two managers that cover two different asset classes which are Fixed Income as Garcia Hamilton and then Glenmede which is the Covered Calls Manager. She noted those are actively managed and both did underperform for the quarter. On page 160 she reviewed the asset allocation where there has been a drift. Large Cap Equity and Fixed Income are out of alignment within range but still at the outer limits in terms of the asset allocation ranges. Equity was overweight 4.2% and Fixed Income was underweighted which ended up being beneficial to the plan over the most recent quarter. Lastly, she noted that they did add a few extra pages in the materials this quarter where they showed some statistics of the two actively managed funds. She stated it should be helpful for context for the future or just for own knowledge.

Treasurer Conine appreciated the additions as he enjoyed them and hopes that the other board members did as well.

**Motion to approve the agenda item from Member Rankin and a second from Member Velez. Motion passed unanimously.**

**11. 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, 2024.

Ms. Kilic provided an overview of 529 Plans Investment report for the quarter on page 171 of the meeting materials. She reviewed for Vanguard there are two funds qualifying for watch and one has already been on watch for 27 months whereas the other is a new addition. They will be spending more time on these during the watch memo but overall, 80% of funds in the Vanguard Program have either a positive or acceptable status, which is a good ratio to have. As far as the USAA 529 Program, 100% of funds in the program either have a positive or acceptable status with no funds on watch. For the Putnam 529 Program, there is one fund qualifying for watch which is the Federated Hermes Short-International Government Bond for 6 months, however she reviewed that 86% of funds in the program have either a positive or acceptable status which is again a very good ratio to have. She noted Wealthfront on page 173 has no funds on watch and 89% of funds in this program have either a positive or acceptable status. Lastly, under the JP Morgan 529 Program there are no funds currently on watch and 91% of funds in this program have either a positive or acceptable status. Pages 174 to 179 there is detailed information about the watch status and how it has moved from one quarter to another. On page 180 they have the portfolio management teams listed highlighting where the changes occur. For the last quarter the changes occurred on the JP Morgan platform and those are highlighted starting on pages 179 and 190. They have reviewed these changes where many organizations can have portfolio management and investment team changes over time, and when they review the ones that are going on with JP Morgan, they see that the new or the remaining portfolio managers have long tenures either at JP Morgan or in the industry and feel comfortable with the changes. Therefore, they expect no changes to the investment process or philosophy. Pages 192 to page 199, there is further performance shown that they use to determine the watch list in terms of underlying components and the building blocks. Then starting on page 200 the performance of the age-based and other portfolios that are utilized for Nevadans are shown. Ms. Ceserani added that in the last two sections of the Age-based and year of enrollment, they included those a few quarters ago and don't necessarily pertain to the watch status, but they do think it's important for the Board to see how the portfolios have done versus the Morning Star universes, which is what's captured on those pages.

Member Hager asked how long they keep something on watch status before they make a change.

Ms. Ceserani noted that after a fund typically goes on watch, on average they like to see it come off the list at most after 18 months. However, it is a soft target in terms of what's going on in the market environment, so it is subjective as they try to balance the short-term results with the longer term. At this point in time, they're not recommending that fund be removed from the program although they do plan to meet with them in between now and the next meeting to give a bit more detail on that fund as it's a fund-to-fund structure.

Ms. Kilic went over page 218 of the materials as it has a summary of the memo showing the funds qualifying for watch. There are no funds qualifying for watch from the three of the platforms which are USAA/Victory, Wealthfront, and JP Morgan. For Vanguard there are two funds qualifying for watch where the Vanguard US Growth Admiral has already been on watch for 27 months. She reviewed it's important to have a methodical objective process to qualify funds for watch but then there is a qualitative aspect of overviewing why they are underperforming and that's where due diligence calls are important. For the Vanguard US Growth Admiral specifically, their medium-term performance, particularly impacted by 2021 and 2022 qualifies them for watch but actually have seen improvements in their relative performance in more recent time periods. Another fund that qualifies for watch that is new is the Vanguard Star Fund. She noted this fund is going to be removed from the lineup as a part of a structuring and they would like to follow the process as it is being flagged for watch status acknowledging that it will be removed sometime in July. Another fund that has been on watch with the Putnam platform is the Federated Hermes Short International Government Fund which has a smaller level of underperformance relative to the metrics on watch which has been officially for 6 months but relative performance issues for a little longer, so they plan on having a call on this.

Treasurer Conine requested that they make sure to cover the outcome of that call with new remarks the next time around at the next Board meeting regarding that fund that's been on the watch list for a while.

**Motion to approve the agenda item from Member Rankin and a second from Member Hager. Motion passed unanimously.**

**12. For discussion and possible action:** 2024 Kenny C. Guinn Memorial Millennium Scholarship applications and selection of:

- a. Two (2) recipients in Northern Nevada
- b. Two (2) recipients in Southern Nevada

Treasurer Conine reminded that the Governor Guinn Memorial Millennium Scholarship was originally set up after Governor Guinn's untimely passing by his family. This supports individuals in Nevada who are planning to go into an education field and are already recipients of the Governor Guinn Millennium Scholarship. He nominated the following four people from Northern & Southern Nevada. First, he noted Lesly Diaz Perez, who is a mentor at the Dean's Future School since 2021, a teaching assistant at an elementary school, and a recipient of the Teach Nevada Scholarship along with others. She's a secondary education major as well. Also, from Northern Nevada he recommended Amelie May, who completed an internship at the United Way of Northern Nevada as a literacy mentor for pre-k students in Reno and is an elementary education major. From Southern Nevada, he recommended Mackenzie Baack, who is a mentee in the Grad Rebel Advantage Program, Vice President of Finance and Philanthropy, Director of Community Service, and a secondary education major. He also recommended Riley Wargo, a community service student who's been focused on tutoring, volunteering, and taking care of animals at the Hearts Alive Village cat café.

**Motion to approve the agenda item from Member Velez and a second from Member Hager. Motion passed unanimously.**



- 13. Closed Session:** Board to enter into a closed session pursuant to NRS 241.015(3)(b)(2) with counsel to discuss the USAA 529 Education Savings Plan contract.

Treasurer Conine noted that at this stage of the meeting, they are going into a closed session to discuss the USAA 529 Education Savings Plan contract. Pursuant to NRS 241.015, this action does not qualify as a meeting per the definition, therefore the recording of the was stopped for this agenda item.

- 14. For discussion and possible action:** Board to direct State Treasurer staff to identify a solution to potential contractual issues regarding the USAA 529 Education Savings Plan.

**Motion to approve the agenda item from Member Velez and a second from Member Hager. Motion passed unanimously.**

- 15. Public Comment.**

There was no public comment.

- 16. ADJOURNMENT.**

**Meeting adjourned at 11:15 am.**

THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 4**  
**September 27, 2024**

**Item:** Ascensus program manager's report encompassing results for Vanguard, USAA, JP Morgan Future Path, and Wealthfront 529 plans for the quarter ended June 30, 2024.

**Fiscal Impact:** None by this action.

**Summary:**

Chris 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, 2024.**



# **College Savings Plans of Nevada Board of Trustees Meeting Friday September 27<sup>th</sup> , 2024**

Program Management Report  
FY 4<sup>th</sup> – CY 2<sup>nd</sup> Quarter Ended June 30<sup>th</sup>, 2024

**College Savings Plans of Nevada  
Board of Trustees Meeting  
Friday September 27<sup>th</sup> , 2024**

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Wealthfront College Savings Plan® Marketing	35

## Future Path 529

2<sup>nd</sup> Quarter 2024, assets in the Future Path 529 Plan totaled \$1.35B, which was a slight increase from Q2 2023. Total funded accounts are 100,356 with 10,602 NV resident accounts. There were a total of 5,916 unique NV account holders at the end of the quarter. Average account size for the plan is \$13,465.07 with NV average account assets at \$9,045.09.

## Vanguard 529® College Savings Plan

2<sup>nd</sup> Quarter 2024 assets in the Vanguard 529 College Savings Plan totaled \$34.73B, which was a 17% increase from Q2 2023. Total Funded Accounts are 589,164 with 10,451 NV resident accounts. There were a total of 6,108 unique NV account holders at the end of the quarter. Average account size for the plan is \$58,945.38 with NV average account assets at \$39,988.05.

## USAA® 529 Education Savings Plan

2<sup>nd</sup> Quarter 2024 assets in the USAA 529 Education Savings Plan totaled over \$5.70B, which was a 14% increase from Q2 2023. Total Funded Accounts are 297,039 with 3,820 NV resident accounts. There were a total of 2,220 unique NV account holders at the end of the quarter. Average account size for the plan is \$19,201.38 with NV average account assets at \$15,461.36.

## Wealthfront College Savings Plan

2<sup>nd</sup> Quarter 2024 assets in the Wealthfront 529 College Savings Plan totaled \$653.04M, which was a 22% increase from Q2 2023. Total Funded Accounts are 22,782 and NV funded accounts are 302. There were a total of 192 unique NV account holders at the end of the quarter. Average account size for the plan is \$28,664.69 with NV average account assets at \$20,268.85.

**COLLEGE SAVINGS PLANS OF NEVADA**  
**All Plan Highlights This Period**  
**FY 4<sup>th</sup> – CY 2<sup>nd</sup> Quarter Ended June 30<sup>th</sup>, 2024**

	Second Quarter 2024					First Quarter 2023					Second Quarter 2023				
	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)	\$1,351.30	\$34,728.50	\$5,703.56	<b>\$653.04</b>	\$42,436.39	\$1,327.88	\$32,647.35	\$5,451.95	\$614.93	<b>\$40,042.11</b>	\$1,346.36	\$29,348.04	\$4,980.13	\$525.76	<b>\$36,200.29</b>
Active Accounts	118,446	618,244	309,713	<b>29,327</b>	1,075,730	117,829	602,287	306,355	28,745	<b>1,055,216</b>	116,090	565,438	298,165	27,288	<b>1,006,981</b>
Funded Accounts	100,356	589,164	297,039	<b>22,782</b>	1,009,341	102,048	579,674	297,590	22,487	<b>1,001,799</b>	107,044	559,945	300,268	21,802	<b>989,059</b>
NV Account Owners (Unique)	5,916	6,108	2,220	<b>192</b>	14,436	5,880	5,961	2,216	185	<b>14,242</b>	5,854	5,643	2,206	177	<b>13,880</b>
Account Owners	70,472	335,735	172,287	<b>14,739</b>	593,233	71,665	330,352	172,925	14,599	<b>589,541</b>	74,918	318,781	174,784	14,256	<b>582,739</b>
New Funded Accounts	518	14,083	3,062	<b>510</b>	18,173	491	13,216	2,527	476	<b>16,710</b>	469	10,274	3,156	482	<b>14,381</b>
Average Account Assets	\$13,465.07	\$58,945.38	\$19,201.38	<b>\$28,664.69</b>	\$42,043.66	\$13,012.26	\$56,320.19	\$18,320.36	\$27,345.85	<b>\$39,970.20</b>	\$12,577.67	\$52,412.36	\$16,585.62	\$24,115.14	<b>\$36,600.74</b>
NV Funded Accounts	10,602	10,451	3,820	<b>302</b>	25,175	10,482	10,216	3,820	291	<b>24,809</b>	10,466	9,717	3,811	273	<b>24,267</b>
NV Average Account Assets	\$9,045.09	\$39,988.05	\$15,461.36	<b>\$20,268.85</b>	\$22,998.80	\$8,742.39	\$38,619.05	\$14,778.71	\$19,638.71	<b>\$22,102.44</b>	\$8,083.72	\$36,120.09	\$13,349.27	\$17,325.17	<b>\$20,240.95</b>
NV AUM (Millions)	\$95.90	\$417.92	\$59.06	<b>\$6.12</b>	\$578.99	\$91.64	\$394.53	\$56.45	\$5.71	<b>\$548.34</b>	\$84.60	\$350.98	\$50.87	\$4.73	<b>\$491.19</b>

**COLLEGE SAVINGS PLANS OF NEVADA**  
**All Plan Highlights This Period**  
**FY 4<sup>th</sup> – CY 2<sup>nd</sup> Quarter Ended June 30<sup>th</sup>, 2024**

		Second Quarter 2024					First Quarter 2023					Second Quarter 2023				
		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
Inflow (Millions)	Contribution	\$24.30	\$782.46	\$135.50	\$24.80	\$967.06	\$22.32	\$692.32	\$115.39	\$22.76	\$852.79	\$25.49	\$661.18	\$134.48	\$21.61	\$842.76
	Plan Transfer In	\$0.00	\$3.55	\$0.13	\$0.00	\$3.68	\$0.01	\$5.56	\$0.07	\$0.00	\$5.63	\$0.01	\$1.18	\$0.22	\$0.04	\$1.45
	Rollover In	\$0.81	\$64.19	\$0.56	\$0.42	\$65.98	\$1.31	\$54.08	\$0.84	\$0.62	\$56.85	\$0.03	\$29.78	\$0.96	\$0.18	\$30.96
	<b>Gross Contributions</b>	<b>\$25.11</b>	<b>\$850.21</b>	<b>\$136.20</b>	<b>\$25.21</b>	<b>\$1,036.73</b>	<b>\$23.64</b>	<b>\$751.95</b>	<b>\$116.30</b>	<b>\$23.38</b>	<b>\$915.27</b>	<b>\$25.53</b>	<b>\$692.15</b>	<b>\$135.67</b>	<b>\$21.83</b>	<b>\$875.17</b>
Outflow (Millions)	Fee	(\$0.40)	(\$0.08)	(\$0.06)	(\$0.33)	(\$0.88)	(\$0.36)	(\$0.07)	(\$0.28)	(\$0.30)	(\$1.00)	(\$0.44)	(\$0.06)	(\$0.08)	(\$0.27)	(\$0.85)
	Plan Transfer Out	(\$1.26)	(\$0.31)	(\$2.56)	\$0.00	(\$4.13)	(\$0.85)	(\$0.02)	(\$1.62)	\$0.00	(\$2.49)	(\$0.19)	(\$0.03)	(\$1.03)	\$0.00	(\$1.25)
	Rollover Out	(\$5.14)	(\$76.74)	(\$21.00)	(\$0.01)	(\$102.89)	(\$4.00)	(\$50.70)	(\$14.77)	\$0.00	(\$69.47)	(\$2.17)	(\$40.42)	(\$19.91)	\$0.00	(\$62.50)
	Withdrawal	(\$53.61)	(\$432.82)	(\$100.95)	(\$10.16)	(\$597.55)	(\$55.50)	(\$494.04)	(\$89.95)	(\$8.42)	(\$647.91)	(\$48.95)	(\$353.45)	(\$83.39)	(\$9.00)	(\$494.78)
	<b>Gross Distributions</b>	<b>(\$60.42)</b>	<b>(\$509.96)</b>	<b>(\$124.57)</b>	<b>(\$10.50)</b>	<b>(\$705.45)</b>	<b>(\$60.71)</b>	<b>(\$544.82)</b>	<b>(\$106.63)</b>	<b>(\$8.72)</b>	<b>(\$720.88)</b>	<b>(\$51.75)</b>	<b>(\$393.95)</b>	<b>(\$104.41)</b>	<b>(\$9.27)</b>	<b>(\$559.37)</b>
<b>Total Net Contributions (Millions)</b>		<b>(\$35.30)</b>	<b>\$340.25</b>	<b>\$11.63</b>	<b>\$14.71</b>	<b>\$331.28</b>	<b>(\$37.07)</b>	<b>\$207.13</b>	<b>\$9.67</b>	<b>\$14.66</b>	<b>\$194.39</b>	<b>(\$26.22)</b>	<b>\$298.20</b>	<b>\$31.26</b>	<b>\$12.56</b>	<b>\$315.80</b>
Rollovers In (Thousands)	Plan Transfer In	\$0.00	\$3,552.91	\$128.64	\$0.00	\$3,681.55	\$5.92	\$5,555.92	\$66.11		\$5,627.95	\$6.27	\$1,183.99	\$224.62	\$36.97	\$1,451.84
	Rollover In	\$809.26	\$64,194.04	\$563.87	\$416.36	\$65,983.52	\$1,314.66	\$54,075.89	\$836.31	\$622.82	\$56,849.68	\$32.49	\$29,784.68	\$963.59	\$180.50	\$30,961.26
	<b>Gross Rollovers In</b>	<b>\$809.26</b>	<b>\$67,746.95</b>	<b>\$692.51</b>	<b>\$416.36</b>	<b>\$69,665.07</b>	<b>\$1,320.58</b>	<b>\$59,631.81</b>	<b>\$902.42</b>	<b>\$622.82</b>	<b>\$62,477.63</b>	<b>\$38.76</b>	<b>\$30,968.67</b>	<b>\$1,188.21</b>	<b>\$217.47</b>	<b>\$32,413.10</b>
Rollovers Out (Thousands)	Plan Transfer Out	(\$1,258.47)	(\$314.37)	(\$2,557.04)	\$0.00	(\$4,129.88)	(\$846.19)	(\$16.53)	(\$1,624.64)	\$0.00	(\$2,487.36)	(\$188.14)	(\$28.62)	(\$1,030.25)	\$0.00	(\$1,247.02)
	Rollover Out	(\$5,139.45)	(\$76,738.67)	(\$21,001.18)	(\$8.00)	(\$102,887.30)	(\$3,996.04)	(\$50,702.75)	(\$14,774.63)	\$0.00	(\$69,473.42)	(\$2,173.68)	(\$40,417.24)	(\$19,905.32)	\$0.00	(\$62,496.23)
	<b>Gross Rollovers Out</b>	<b>(\$6,397.92)</b>	<b>(\$77,053.04)</b>	<b>(\$23,558.22)</b>	<b>(\$8.00)</b>	<b>(\$107,017.18)</b>	<b>(\$4,842.22)</b>	<b>(\$50,719.28)</b>	<b>(\$16,399.28)</b>	<b>\$0.00</b>	<b>(\$71,960.78)</b>	<b>(\$2,361.82)</b>	<b>(\$40,445.86)</b>	<b>(\$20,935.57)</b>	<b>\$0.00</b>	<b>(\$63,743.24)</b>
<b>Net Rollovers (Thousands)</b>		<b>(\$5,588.67)</b>	<b>(\$9,306.09)</b>	<b>(\$22,865.71)</b>	<b>\$408.36</b>	<b>(\$37,352.11)</b>	<b>(\$3,521.64)</b>	<b>\$8,912.53</b>	<b>(\$15,496.86)</b>	<b>\$622.82</b>	<b>(\$9,483.15)</b>	<b>(\$2,323.06)</b>	<b>(\$9,477.19)</b>	<b>(\$19,747.36)</b>	<b>\$217.47</b>	<b>(\$31,330.14)</b>

## Future Path 529 Plan Service Levels



	Service Level Agreement	Future Path 529 Plan Actual 04/30/2024	Future Path 529 Plan Actual 05/31/2024	Future Path 529 Plan Actual 06/30/2024
<b>TRANSACTIONS</b>				
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%	96.15%	88.57%	82.76
Withdrawal (same day)	98.00%	100%	100%	100%
Withdrawal (accuracy)	98.00%	91.30%	97.5%	100%
Non-financial maintenance (3 day)	98.00%	100%	100%	100%
Non-financial maintenance (accuracy)	98.00%	100%	100%	100%
Financial correspondence (2 day)	98.00%	100%	100%	100%
Non-financial correspondence (7 day)	98.00%	100%	100%	100%
As of trading (accuracy)	98.00%	100%	100%	100%
<b>CORRESPONDENCE</b>				
Average answer time	30 seconds or less	0:20	0:15	0:11
Average abandonment rate	5% or less	0.40%	0.40%	0.10%
Phone inquiries responded to	Within 30 seconds	1,236	1,122	973
Email processed	Within 2 business days	100%	100%	100%
Meet licensing requirements				
<b>INFORMATION DELIVERY</b>				
Marketing kits delivered	Within 3 business days	Yes	Yes	Yes
Annual statements, quarterly statements and confirms	Delivered within industry guidelines	Yes	Yes	Yes

## Client Service Metrics – Missed SLA Explanation

### April 2024

#### New Accounts Accuracy (SLA 97% / Actual 96.15%)

- 26 enrollment transactions reviewed with one (1) error identified
- TD incorrect, EBT deserved a backdate - U628129471

#### Redemptions Accuracy (SLA 98% / Actual 91.30%)

- 46 redemption transactions reviewed with four (4) errors identified
- W/d processed incorrectly as a wire - U689914276
- W/d processed incorrectly as a wire - U689911279
- TD incorrect - U628550371
- TD incorrect - U628555376

### May 2024

#### New Accounts Accuracy (SLA 97% / Actual 88.57%)

- 35 enrollment transactions reviewed with four (4) errors identified
- The BIN # was not confirmed, the one provided on the form differs from what is on file - U600649140
- EBT TD incorrect - U663132044
- Initial AIP did not deserve a backdate and received the incorrect TD - U622791701
- EBT TD incorrect - U657053336

#### Redemptions Accuracy (SLA 98% / Actual 97.50%)

- 40 redemption transactions reviewed with one (1) error identified
- TD incorrect, bene SSN does not need to be confirmed for DROs - U614385906

### June 2024

#### New Accounts Accuracy (SLA 97% / Actual 82.76%)

- 29 enrollment transactions reviewed with five (5) errors identified
- AO citizenship incorrect and AO/bene street number mistyped - U635166149
- TD incorrect - U686320626
- The trustee was not added - U687326628
- Trustees were not added, EBT TD incorrect - U639498088
- EBT TD incorrect - U605902383

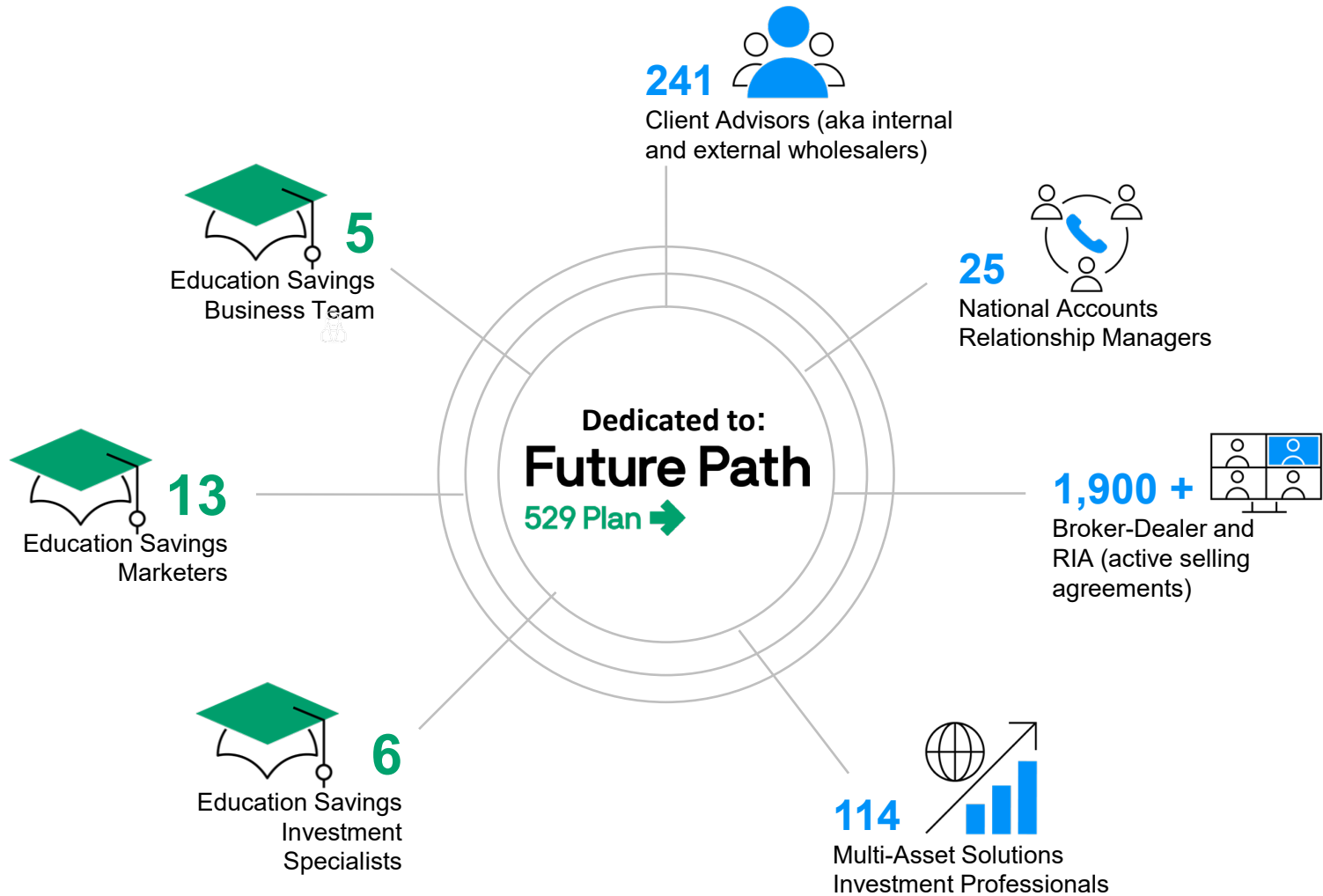
- Section I: Future Path 529® College Savings Plan
- Section II: Vanguard 529® College Savings Plan
- Section III: Victory Capital/USAA 529 Education Savings Plan®
- Section IV: Wealthfront College Savings Plan

# Section I

## Future Path 529<sup>®</sup> Plan

### Marketing & Investment Activity

# J.P. Morgan Asset Management: Distribution & Investment Management by the numbers

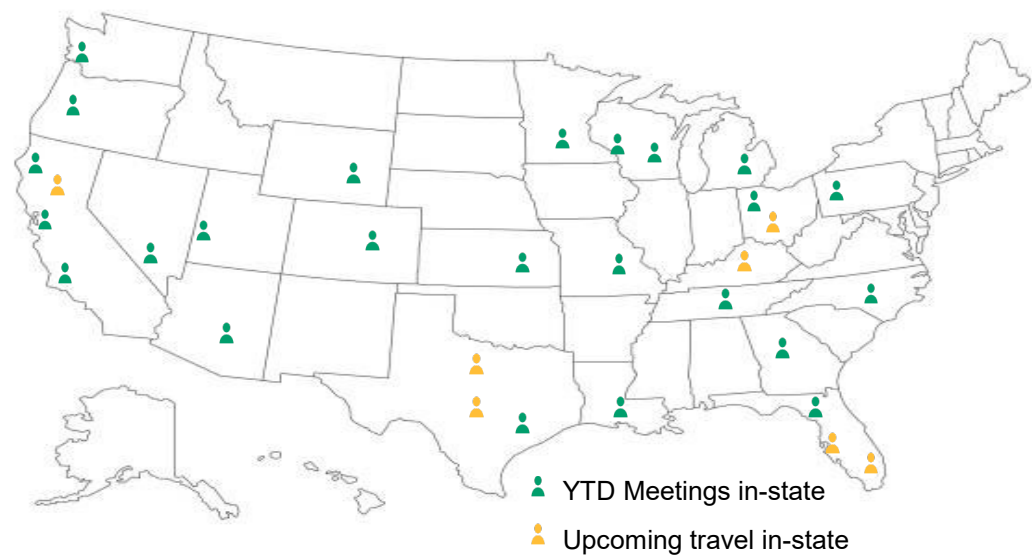


Source: J.P. Morgan Asset Management, as of June 30, 2024

# 1H2024: Future Path 529 Sales Activities

## Success in field:

- ✓ Partnered with **91 CA/ICAs**
- ✓ Hosted Future Path meetings across **21 States**
- ✓ **300+** advisor meetings/ phone calls
- ✓ **Engaged with 450+** end-clients through in-person/virtual seminars



## Activity: Top 5 States

State	Total # Advisors	Total # End-Client
Nevada	40	300
California	120	108
Arizona	53	20
North Carolina	36	16
Ohio	19	20
<b>Total Activity (Nationwide)</b>	<b>324</b>	<b>464</b>

# J.P. Morgan Asset Management Insights

Tools and resources necessary to help make informed investment decisions and build stronger portfolios

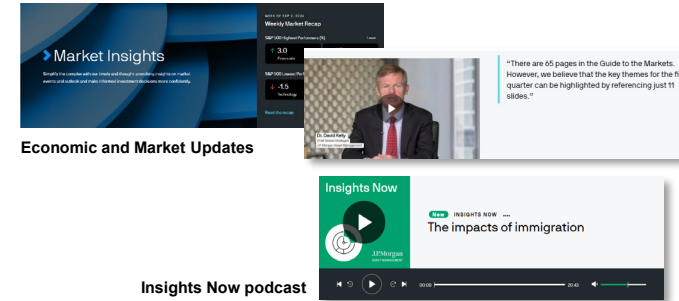


## Market Insights

Providing clarity in today's complex and fast-changing global markets



Guide to the Markets



Insights Now podcast

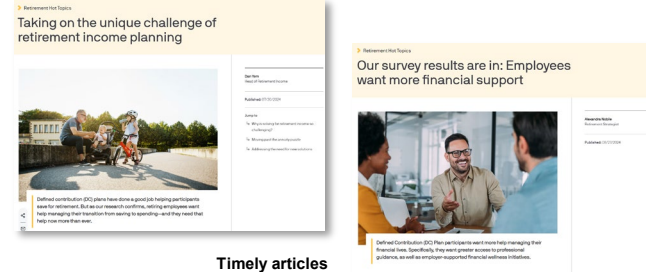


## Retirement Insights

Valuable insights for today's changing retirement landscape



Guide to Retirement

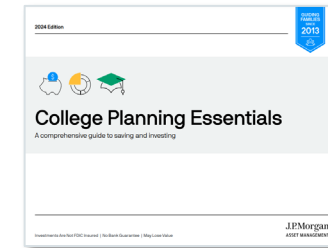


Timely articles

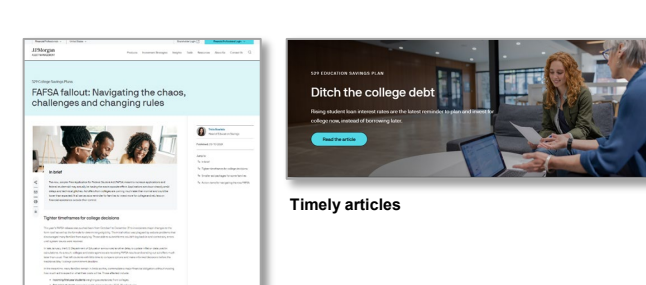


## Education Savings Insights

Helping clients navigate the complex college landscape



College Planning Essentials



Timely articles

# Future Path 529 Plan Marketing



## Future Path 529 Plan Strategy

### Broaden awareness of the Future Path 529 Plan among Financial Advisors

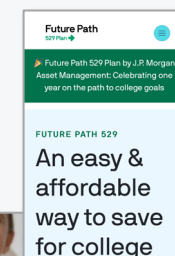
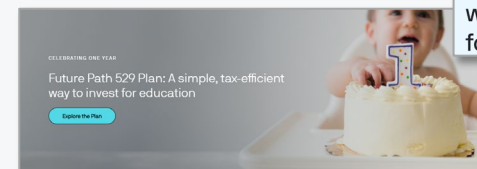
- **Reinforce JPMAM expertise** through thought leadership including our flagship *College Planning Essentials*
- **Ramp up marketing touchpoints** keeping college planning top-of-mind
  - Tax refund season, back-to-school, end of year contributions / tax benefits & gift giving
- **Utilize targeted marketing tactics to reach Advisors regionally**
  - Including webcasts, emails, LinkedIn and cross-sell opportunities



## Celebrating One Year of the Future Path 529 Plan

### PR, firm events and additional promotion to spread plan awareness

- Marketing channels: Social via JPMAM LinkedIn, earned PR, events and outreach
  - Web promotion garnered 15K impressions and 350 engagements
  - Alert banner feature on FuturePath529.com
  - LinkedIn Post garnered +3K impressions





# Future Path 529 Plan Marketing



Delivering year-round content focused on the latest education planning news and life events

## 2024 College Planning Essentials

reached 400k Advisors through webcast, email, social and web

## FAFSA Fallout: Navigating the chaos, challenges & changing rules

8K Advisor impressions & 5.6K actions taken

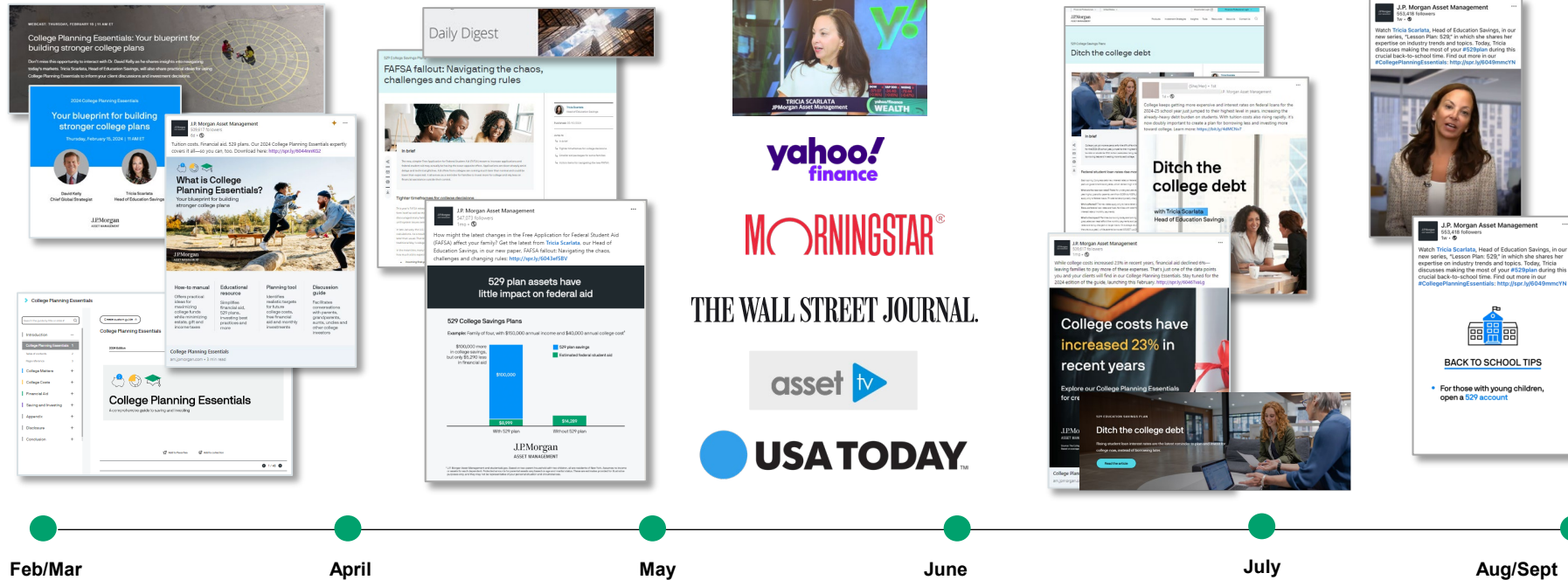
## 529 Day

PR, firm events and additional promotion to spread plan awareness during National 529 Day

**Ditch the college debt: Rising student loan interest rates**  
Promoted on web, social & email with 40% engagement rate\*

## Lesson Plan: 529 Back-to-school tips

Social video series providing helpful education savings tips



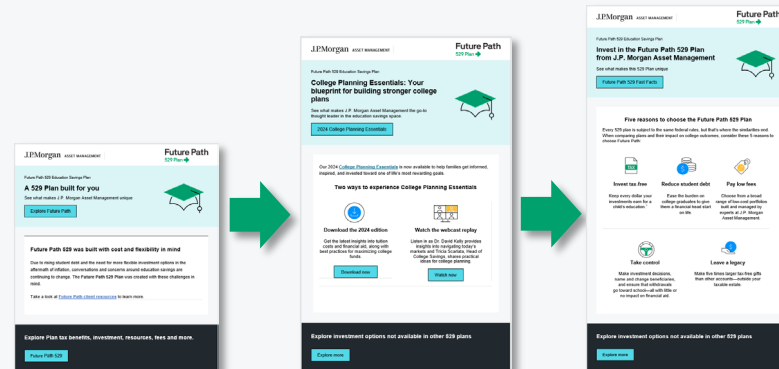
\*as of September 6, 2024

# Future Path 529 Plan Marketing



## Utilizing targeted marketing tactics to reach Advisors regionally

- Search engine marketing to serve up Future Path 529 Plan content where & when Advisors are searching
- Partnership with Chase Wealth Management for event opportunities in Nevada and surrounding states
- Continued promotion of thought leadership with alignment to college planning news and life events
  - Back-to-school, federal aid application process, year-end gift giving
- Email nurture series to follow-up with prospects from sales meetings and events
  - Opportunity: Delivery of email content series to nurture prospects digitally
  - Objective: Drive engagement with Future Path web content
  - Measurements for success: Opens, clicks, web engagement

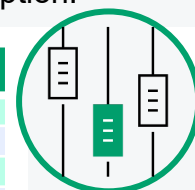


# Q2 2024 Future Path 529 Results and Outlook

## Performance highlights and commentary

- Maintained overweight equity position relative to glidepath strategic weights. Equities have done well, and portfolios generated positive returns roughly matching benchmarks. **Annual rolldown occurs in late September.**
- Within equities, we prefer US Equities and International stocks due to cash flow generation, margins and resilient economy.
- Our active allocation positioning and active security selection have contributed to 57 – 87 basis points excess returns net of acquired fund fees across portfolio benchmarks since inception.

Portfolio Name	2Q 2024	Since Inception*
Future Path - College 2042 Portfolio	2.01	21.73
Custom Benchmark 2042	2.04	20.84
Future Path - College 2039 Portfolio	2.01	21.73
Custom benchmark 2039	2.04	21.10
Future Path - College 2036 Portfolio	1.88	20.65
Custom Benchmark 2036	1.93	20.06
Future Path - College 2033 Portfolio	1.57	17.53
Custom Benchmark 2033	1.63	16.95
Future Path - College 2030 Portfolio	1.29	14.51
Custom Benchmark 2030	1.32	13.89
Future Path - College 2027	0.91	10.52
Custom Benchmark 2027	0.90	9.88
Future Path - Enrollment Port	0.89	7.69
Custom Benchmark Enrollment Port	0.88	7.05
Future Path - Aggressive Risk	1.68	18.55
Custom Benchmark Aggressive Risk	1.73	17.98
Future Path - Moderate Risk	1.29	14.51
Custom Benchmark Moderate Risk	1.32	13.89
Future Path - Conservative Risk	0.76	8.61
Custom Benchmark Conservative Risk	0.69	7.92



## Key Takeaways and “Big Ideas”

- Global economy resilient with U.S. growth normalizing in 2024; EU and Asia improving
- Recession risk limited as business cycle extends.
- A modest Fed cutting cycle begins in September with 1-2 more cuts expected by December depending on economic data.
- Fading recession risk makes credit compelling; limited scope for spread compression but carry (yield) very attractive.
- Upside for equities in near term underpinned by earnings.
- Prefer U.S. equity, given quality and cash generation, and EU given uptick in goods cycle.
- Key risks: Inflation or wages reaccelerate leading to hawkish policy, trade tension, labor market weakness, sharp tightening of credit conditions.

Source: J.P. Morgan Asset Management. Performance is net of acquired fund fees and as of 6/30/2024. \*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.

# Asset Allocation and Performance – Spotlight on 2033 Enrollment Year

As of June 30, 2024

Asset Class / Strategy	Strategic Allocation	Current Weight	Current OW/UW
<b>US Equity</b>	<b>52.50%</b>	<b>54.50%</b>	<b>2.00%</b>
JPMorgan BetaBuilders US Equity ETF	25.25%	27.25%	2.00%
JPMorgan U.S. Equity Fund	8.25%	8.25%	0.00%
JPMorgan BetaBuilders US Mid Cap Equity ETF	2.50%	2.50%	0.00%
JPMorgan BetaBuilders US Small Cap Equity ETF	2.50%	2.50%	0.00%
JPMorgan Value Advantage Fund	7.00%	7.00%	0.00%
JPMorgan Growth Advantage Fund	7.00%	7.00%	0.00%
<b>EAFE Equity</b>	<b>22.50%</b>	<b>23.50%</b>	<b>1.00%</b>
JPMorgan BetaBuilders International Equity ETF	16.50%	17.50%	1.00%
JPMorgan International Rsrch Enh Eq ETF	6.00%	6.00%	0.00%
<b>EM Broad Equity</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
JPMorgan EM Research Enhanced Equity Fund	0.00%	0.00%	0.00%
<b>US Core Fixed Income</b>	<b>25.00%</b>	<b>22.00%</b>	<b>-3.00%</b>
JPMorgan Core Bond Fund	0.00%	0.00%	0.00%
JPMorgan US Aggregate Bond ETF	25.00%	22.00%	-3.00%
<b>Physical Cash</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>
JPMorgan Ultra-Short Income ETF	0.00%	0.00%	0.00%

Performance Spotlight Enrollment Year 2033	3 mos.	SI*
Return (net of acquired fund fees)	1.57%	17.53%
Benchmark	1.63%	16.95%
<b>Net of Fee Alpha</b>	<b>-0.05%</b>	<b>0.58%</b>

## Contributors to return

- 2Q 2024 experienced some volatility as unexpected inflation hurt both stocks and bonds in April.
- Fortunately, we re-underwrote and maintained the pro-growth position.
- Equities rebounded in May and June to post positive returns for the quarter on all portfolios; however, the performance roughly matched the benchmarks after acquired fund fees.

## Detractors to return

- As stated, it was a tale of two periods. April experienced an inflation scare which hurt stocks and bonds significantly – we had a drawdown in alpha for April. Our overweight equities hurt in April; but both equities and bonds recovered in May and June.

Source: J.P. Morgan Asset Management. For illustrative purposes only. Should not be considered a recommendation to buy or sell a particular security or asset class. Values may not equal 100% due to rounding. Depending on market conditions, allocation percentages and/or underlying funds are subject to change without notice. Numbers rounded. \*Since Inception June 26, 2023.

# J.P. Morgan Future Path 529 Plan Custom Benchmark Definitions

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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

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Source: J.P. Morgan Asset Management

# J.P. Morgan Asset Management

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# Section I

## Vanguard 529<sup>®</sup> 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 2024 RESULTS & UPDATES

- Paid advertising in market
  - Paid search
  - SavingforCollege.com
- Outreach
  - 529 Day celebration
  - Always-on web banners targeting prospects and account owners on vanguard.com
  - Prospect trigger-based campaign after engaging with web content
  - Birthday and behavioral nudges targeting account owners
- Organic Social Media
  - Meta posts throughout the quarter

#### Q3 2024 EFFORTS IN FLIGHT

- Strategy development and creative kick-off for:
  - Grandparent audience campaign
  - High intent behavioral signals campaign
- Deployment of annual College Savings Month campaign (early Sept)
  - Multi-channel, full funnel engagement to drive awareness, adoption and contributions
    - Cross-sell prospects
    - High propensity cross-sell prospects
    - Account owners



## Advertising

Paid search, Programmatic, Remarketing, & Site direct

Campaign details	Final results & focus
<p><b><u>Goal</u></b> Test and leverage data-driven targeting techniques to acquire new marketing-attributed accounts via paid advertising tactics</p> <p><b><u>Primary target audience</u></b></p> <ul style="list-style-type: none"> <li>• Parents 29 to 49 with children under age 10</li> <li>• Grandparents of young children</li> <li>• Prospective clients searching for information regarding college savings</li> <li>• Users who have visited college savings content on vanguard.com</li> </ul> <p><b><u>Live channels during the quarter</u></b></p> <ul style="list-style-type: none"> <li>• Paid search</li> <li>• SavingforCollege.com</li> </ul>	<p><b><u>Final results</u></b></p> <ul style="list-style-type: none"> <li>• Paid search cost per acquisition rose in the first portion of the quarter due to increased competition for terms before dropping back down into expected ranges (509 new accounts)</li> <li>• SavingforCollege.com banners drove 374 new accounts into the plan with a lower-than-average cost per acquisition</li> </ul> <p><b><u>Focus areas</u></b></p> <ul style="list-style-type: none"> <li>• The main focus of the paid media investment is converting those at the lower portion of the decision-making funnel</li> </ul>

## 529 Day 2024 was our most successful celebration to date!

The omnichannel marketing campaign reached millions of prospective savers through targeted touchpoints across e-mail, web banners, public relations, social media, paid spend, and mobile notifications.



**1,800+** new accounts



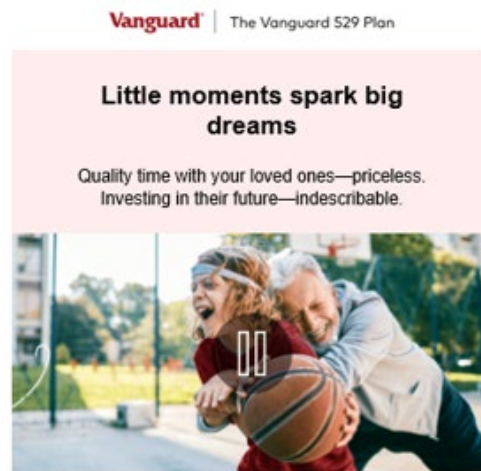
**\$125M** cashflow



Every treated audience significantly outperformed their holdout peers

The campaign also featured several firsts and experiments to drive awareness and action. Many of the learnings are already being implemented into strategies that will launch in the second half of '24.

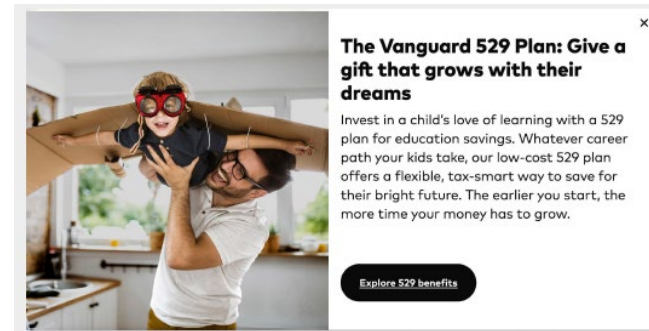
### Grandparent focus



**Celebrate 529 Day by giving a special child in your life the gift of education**

For institutional use only. Not for distribution to retail investors.

### Public site pop up modal



### SMS text & mobile app notification

**Vanguard Msg: Happy 529 Day! Start a new end-of-school tradition & invest in your loved one's 529 on 5/29.**

[vanguard.com/529invest](https://vanguard.com/529invest)

Reply STOP to cancel texts

154 char

### Vanguard crew showed their school spirit



# Important information

**For more information about Vanguard funds, visit [vanguard.com](https://www.vanguard.com) to obtain a prospectus or, if available, a summary prospectus. Investment objectives, risks, charges, expenses, and other important information about a fund are contained in the prospectus; read and consider it carefully before investing.**

**IMPORTANT: The projections or other information generated by the Vanguard Capital Markets Model® (VCMM) regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results, and are not guarantees of future results. VCMM results will vary with each use and over time.**

The VCMM projections are based on a statistical analysis of historical data. Future returns may behave differently from the historical patterns captured in the VCMM. More importantly, the VCMM may be underestimating extreme negative scenarios unobserved in the historical period on which the model estimation is based.

The VCMM is a proprietary financial simulation tool developed and maintained by Vanguard's primary investment research and advice teams. The model forecasts distributions of future returns for a wide array of broad asset classes. Those asset classes include U.S. and international equity markets, several maturities of the U.S. Treasury and corporate fixed income markets, international fixed income markets, U.S. money markets, commodities, and certain alternative investment strategies. The theoretical and empirical foundation for the VCMM is that the returns of various asset classes reflect the compensation investors require for bearing different types of systematic risk (beta). At the core of the model are estimates of the dynamic statistical relationship between risk factors and asset returns, obtained from statistical analysis based on available monthly financial and economic data from as early as 1960. Using a system of estimated equations, the model then applies a Monte Carlo simulation method to project the estimated interrelationships among risk factors and asset classes as well as uncertainty and randomness over time. The model generates a large set of simulated outcomes for each asset class over several time horizons. Forecasts are obtained by computing measures of central tendency in these simulations. Results produced by the tool will vary with each use and over time.

The Vanguard Life-Cycle Model (VLCM) is designed to identify the product design that represents the best investment solution for a theoretical, representative investor who uses the target-date funds to accumulate wealth for retirement. The VLCM generates an optimal custom glide path for a participant population by assessing the trade-offs between the expected (median) wealth accumulation and the uncertainty about that wealth outcome, for thousands of potential glide paths. The VLCM does this by combining two sets of inputs: the asset class return projections from the VCMM and the average characteristics of the participant population. Along with the optimal custom glide path, the VLCM generates a wide range of portfolio metrics such as a distribution of potential wealth accumulation outcomes, risk and return distributions for the asset allocation, and probability of ruin, such as the odds of participants depleting their wealth by age 95.

The VLCM inherits the distributional forecasting framework of the VCMM and applies to it the calculation of wealth outcomes from any given portfolio. The most impactful drivers of glide path changes within the VLCM tend to be risk aversion, the presence of a defined benefit plan, retirement age, savings rate, and starting compensation. The VLCM chooses among glide paths by scoring them according to the utility function described and choosing the one with the highest score. The VLCM does not optimize the levels of spending and contribution rates. Rather, the VLCM optimizes the glide path for a given customizable level of spending, growth rate of contributions, and other plan sponsor characteristics.


A full dynamic stochastic life-cycle model, including optimization of a savings strategy and dynamic spending in retirement, is beyond the scope of this framework.

## Section II

Victory Capital

# USAA® 529 Education Savings Plan

Marketing Activity & Investment Update



## **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 investment specialists.

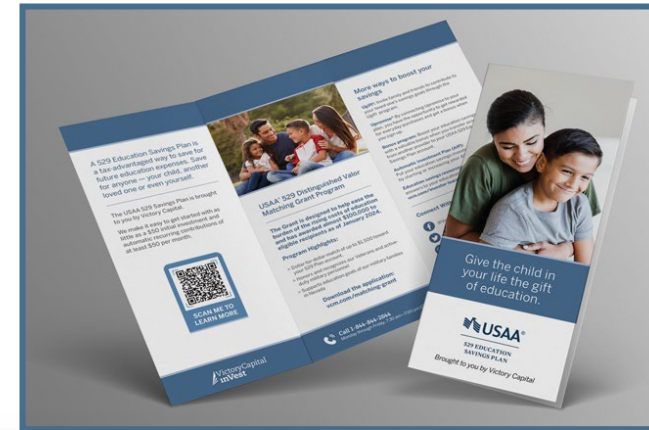
## 2024 Business and Marketing Goals



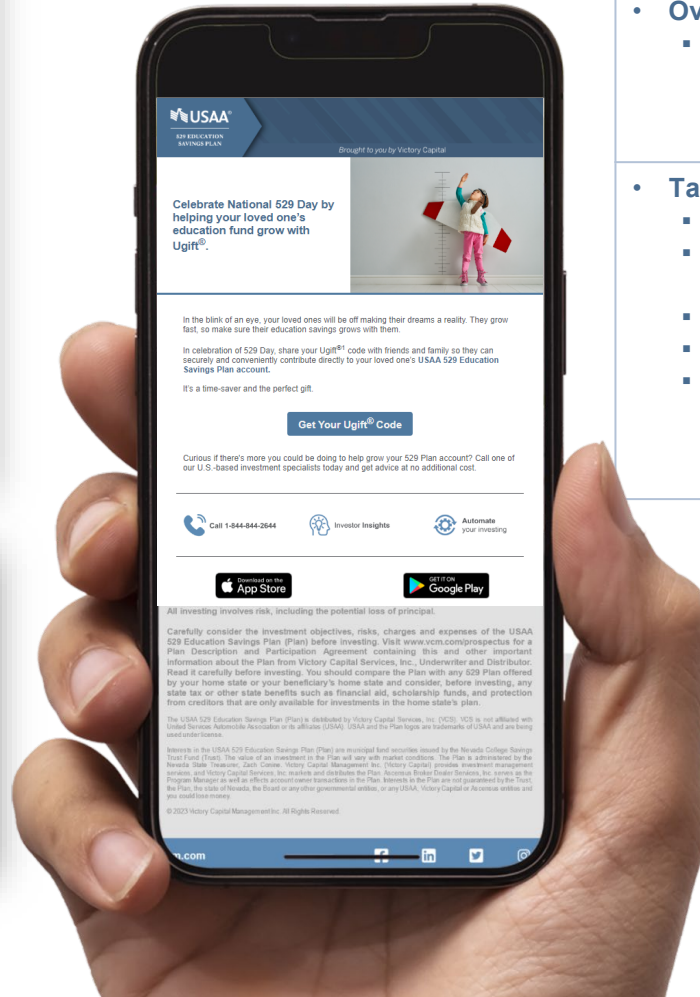
## 2Q 2024 Recap



PARTNERSHIP WITH THE STATE OF NEVADA	
OVERVIEW	
Continued fostering a strong partnership with the State of Nevada	
MARKETING PARTNERSHIP	
<ul style="list-style-type: none"> <li>Actively engaged with the State of Nevada's marketing and outreach team in an effort to further amplify our 529 Plan benefits, education savings awareness and existing programs</li> <li>Held monthly marketing meetings to align on collaboration opportunities, new initiatives, upcoming events and to receive feedback</li> <li>Victory Capital and NVigate collaborative social post for Flag Day</li> <li>Engaged (reshared and liked) with NV State Treasurer's Office social media accounts when mentioned or tagged</li> </ul>	
COLLATERAL & PROMOTIONAL ITEMS	
<p>Provided educational tri-fold brochures and promotional items for the State of Nevada marketing team to distribute at the following:</p> <ul style="list-style-type: none"> <li>Women + Money Conference</li> <li>LV Science and Tech Festival</li> <li>529 Day at the Museum</li> <li>Other local events</li> </ul>	
DISTINGUISHED VALOR MATCHING GRANT	
Continued promotions of the Distinguished Valor Matching Grant Program in partnership with the Nevada State Treasurer and the Nevada College Savings Board of Trustees	

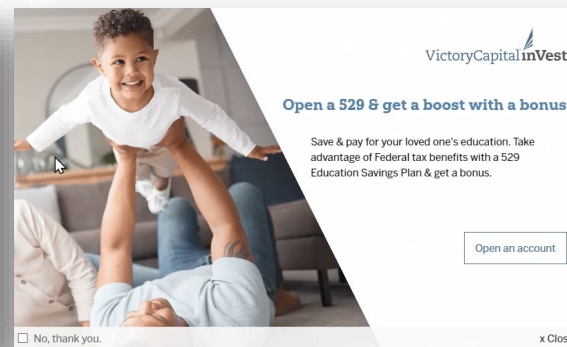






## 529 DAY CAMPAIGN (MAY)

- **Overview:**
  - Encourage investors to invite their family & friends to make Ugift® contributions and help their education savings grow
- **Tactics:**
  - Emails
  - Organic social media and brand ambassador posts
  - Pre- and post-login web banners
  - Dedicated Ugift® web page
  - Earned media: Fox SA and News 4 SA (NBC) live interview for 529 Day on the benefits of 529 Education Savings Plans



## OTHER MARKETING TACTICS

### SOCIAL MEDIA

- Purple Up Month of the Military Child (April)
- National Military Appreciation Month (May)

### CONTENT & WEB

- Post-Login Pop-Up CTA Technology: "Pop-up" on-screen messages on vcm.com post-login and mobile app encouraging investors to open an account
- Educational Content: Refresh of articles and resources

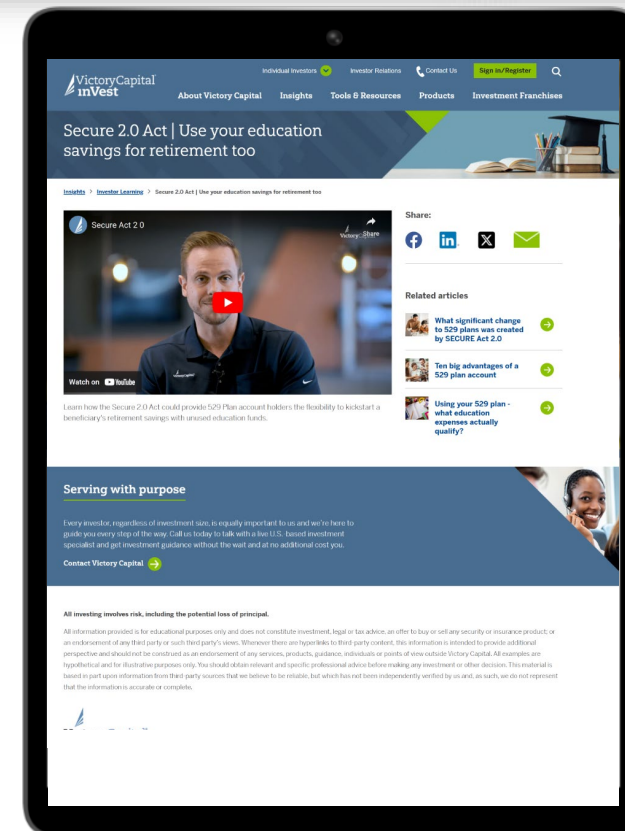
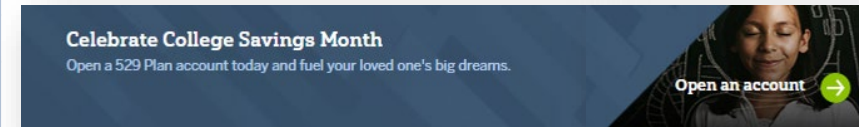
### INCENTIVES & PROGRAMS

- It's Easy to Get Rewarded Program: Continued Asset Transfer bonus program promotions

### ONGOING

- Investor Journey: Email journey for new investors to nurture them through their first year
- Tactics in Partnership with USAA: Real Time Web ads, paid search, web referrals, email
- Sales Enablement: Provide leads to Outbound sales for new account generation

Q3 AND Q4 MARKETING OUTLOOK
<b>CAMPAIGNS</b>
<ul style="list-style-type: none"> <li>College Savings Month – Encourage investors to set up an Automatic Investment Plan (AIP), increase their AIP contributions, transfer assets to Victory Capital, and open a new account</li> <li>Holiday – Encourage investors to invite friends and family to contribute to their 529 Plan accounts through Ugift® and to open a new account</li> </ul>
<b>EVENTS</b>
<ul style="list-style-type: none"> <li>Nellis Air Force Base – Oktoberfest (Oct) and Frost Fest (Dec)</li> </ul>
<b>SOCIAL</b>
<ul style="list-style-type: none"> <li>Back-to-School – Promoting benefits of a 529 Plan account and getting started with as little as \$50</li> <li>Day of the Deployed – Collaborative posts with the State</li> </ul>
<b>DISTINGUISHED VALOR MATCHING GRANT</b>
<ul style="list-style-type: none"> <li>Annual email reminding investors to take advantage of the grant and apply by the Dec 15<sup>th</sup> deadline</li> </ul>
<b>INVESTOR EDUCATION</b>
<ul style="list-style-type: none"> <li>Educational video and updated article highlighting how the Secure 2.0 Act provides more flexibility for 529 Plan beneficiaries</li> </ul>
<b>SALES ENABLEMENT</b>
<ul style="list-style-type: none"> <li>Personalized 529 Plan email templates for sales use</li> <li>Sales lead list for new account generation</li> </ul>
<b>RETENTION</b>
<ul style="list-style-type: none"> <li>Email journey for new investors to nurture them through their first year</li> </ul>
<b>OTHER</b>
<ul style="list-style-type: none"> <li>“Pop up” messaging on vcm.com and mobile app encouraging investors to open an account</li> <li>Social media, media outreach, and events in collaboration with the State</li> <li>Real time web ads, paid search, and emails in partnership with USAA</li> </ul>



## Disclosures

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## Section III

# Wealthfront College Savings Plan®

## Marketing

# Marketing Overview

## Strategy

- Attract new clients through broad Cash management or Investing advertising
- Delight them with our user experience and product functionality
- Introduce them to additional services as their needs expand

## Positioning


Give all your money a place to grow. Whether you're saving for the near-term or investing in your future, we use technology to help you easily build wealth on your own terms.



# Ad Creative & Channel Examples



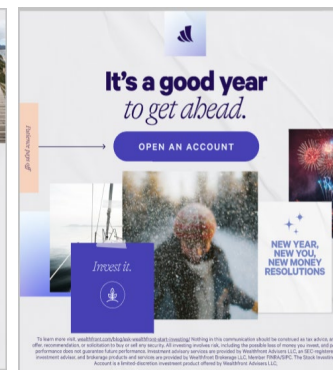
## Best Cash Management Accounts

Bank/Institution	NerdWallet rating <sup>②</sup>	Monthly fee	APY
 <b>wealthfront</b> Wealthfront Cash Account	★ 4.0 /5	\$0	3.30% With \$1 min. balance for APY

Ad • <https://www.wealthfront.com/> ⋮

**Do More With Your Savings - Wealthfront | Save More**

Make your savings work for you. Earn more interest. No account fees. Unlimited transfers.





# 529 Marketing

**Strategy:** Targeted paid & organic content drives traffic to dedicated 529 landing page

Ad · <https://www.wealthfront.com/>

## Wealthfront 529 College Plans | Start Saving For College Today

A Good Education Is Possible A Good Plan. Automate Your Investments. Automate Your Investments. Grow Your Long-Term Wealth Effortlessly, At A Low Cost. Save, Plan And Invest. 529 Plans. Home Buying Guide. Retirement Planning. Financial Health Guide.

Ad · <https://www.wealthfront.com/>

## It's For Your Kids | 529 Plan - Start Investing | Wealthfront

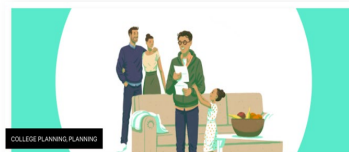
Build your wealth with a robo-advisor. Lower your taxes, manage your risk, make it easy. Optimize your performance with an automated, diversified portfolio. Try robo-investing.



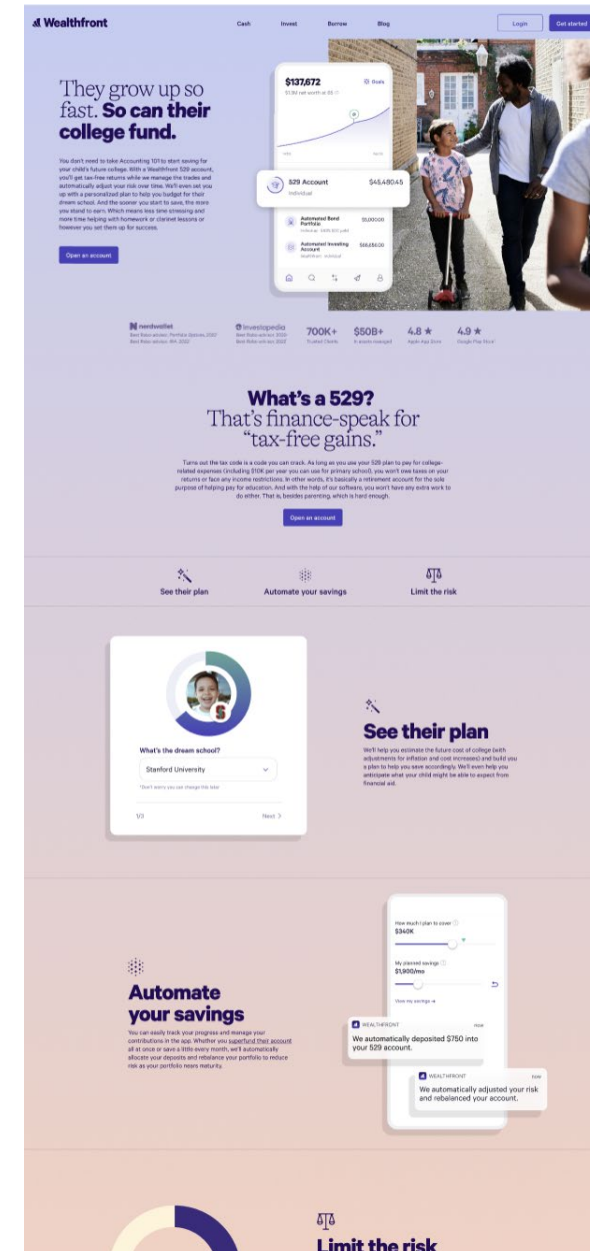
**Saving for College: How 'Superfunding' Could Supercharge Your College Fund**



**Be Smart About Your 529 Plan Beneficiary and Save More for College**



**Saving for College: How to Choose and Fund Your First 529 Account**



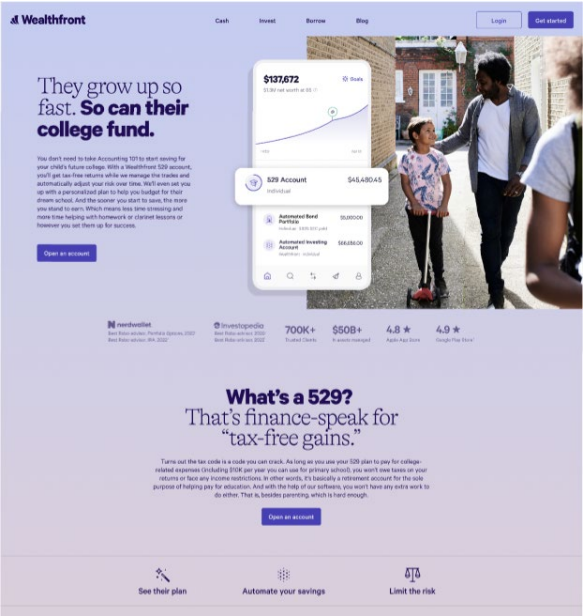
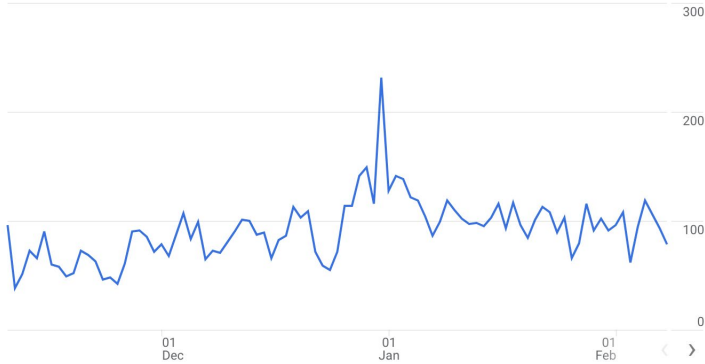


Wealthfront College Savings Landing Page

Unique Pageviews	8,133
Bounce Rate	17.67%
Pages / Session	1.30
Avg. Session Duration	00:51

Google Analytics: February 28, 2024 - May 28, 2024

Views by Page path and screen class over time



## 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](mailto: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 27, 2024**

**Item:** Putnam 529 for America program manager's  
report for the quarter ended June 30, 2024.

**Fiscal Impact:** None by this action.

**Summary:**

Sandra Palmer, SVP Head of 529 Education Savings, with Franklin Templeton, 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, 2024.**

# College Savings Plans of Nevada Board of Trustees Meeting

## **Putnam 529 for America<sup>SM</sup> Quarterly Report**

April 2024 – June 2024  
FY 2024 Q4

# Putnam 529 for America

## Commentary as of 6/30/2024 (FY 2024 Q4)

---

### Plan update

- Putnam 529 for America plan assets are \$471M; up 1.5% for the quarter and up 8.4% year over year

### Contributions

- Gross contributions were down -14.82% for the quarter and up 15.53% year over year
- Net contributions were 51.44% for the quarter and 33.13% year over year.

### Rollovers

- Rollovers into the plan were up 212.6% last quarter and up 2115.2% year over year.
- Rollovers out of the plan were up 20.84% for the quarter, and down -13.3% year over year.

### Nevada resident accounts

- Total NV assets were up 1.4% for the quarter and up 12.2% year over year.
- NV average account balances were up 0.65% for the quarter and 10.48% year over year.
- NV number of new accounts were up 84% for the quarter and up 71% year over year.

# Putnam 529 for America

## Highlights as of 6/30/2024 (FY 2024 Q4)

Highlights this period	4th quarter 2024	3rd quarter 2024	% change QvQ	4th quarter 2023	% change y/y
Assets under management	\$471,374,137	\$464,161,964	1.55%	\$434,808,831	8.41%
Total funded accounts	15,859	16,038	-1.12%	16,853	-5.90%
Total # unique customers	9,151	9,212	-0.66%	9,611	-4.79%
New accounts	157	161	-2.48%	115	36.52%
Average customer balance	\$29,723	\$28,941	2.70%	\$25,800	15.20%
Nevada total assets	\$16,346,890	\$16,115,492	1.44%	\$14,566,792	12.22%
Nevada funded accounts	643	638	0.78%	633	1.58%
Nevada average customer balance	\$25,423	\$25,259	0.65%	\$23,012	10.48%
New Nevada accounts	24	13	84.62%	14	71.43%
Total gross contributions	\$5,014,628	\$5,887,034	-14.82%	\$4,340,491	15.53%
Total distributions	\$8,436,846	\$12,934,461	-34.77%	\$9,238,481	-8.68%
Net contributions	(\$3,422,218)	(\$7,047,428)	51.44%	(\$4,897,990)	30.13%
Rollovers in	\$511,136	\$163,476	212.67%	\$23,073	2115.26%
Rollovers out	\$2,543,990	\$2,105,190	20.84%	\$2,935,419	-13.33%
Net rollovers	(\$2,032,853)	(\$1,941,713)	-4.69%	(\$2,912,345)	30.20%
% of funded accounts with systematic investments	28.80%	29.50%	-2.37%	28.60%	0.70%

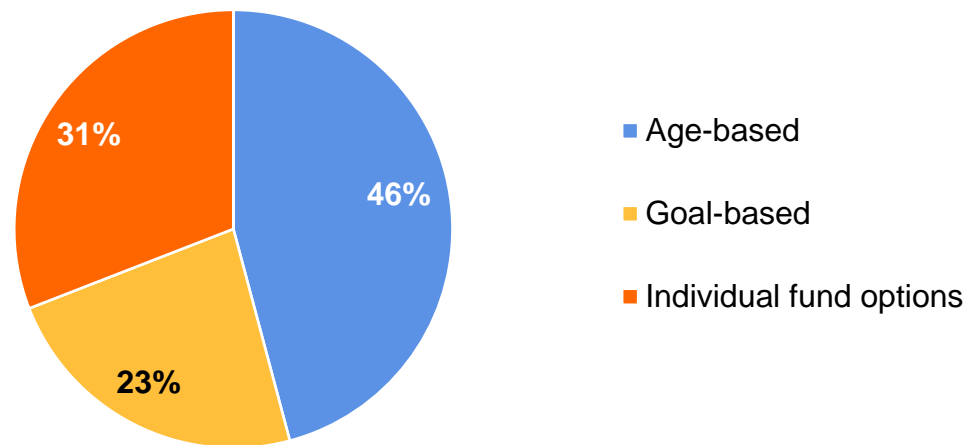
Accounts defined as a unique owner/beneficiary combination.

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

Dollars in millions except average account balances.

# Putnam 529 for America

## Assets by investment category as of 6/30/2024 (FY 2024 Q4)



Category	06/30/24 Assets	Percentage of Grand Total
Age-based	\$216,137,994	45.85%
Goal-based	\$109,563,960	23.24%
Individual fund options	\$145,672,183	30.91%
Grand total	\$471,374,137	100.00%

Excludes seed transactions.

# Putnam 529 for America

## Assets by investment option as of 6/30/2024 (FY 2024 Q4)

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Category	Fund	06/30/24 Assets	Percentage of Grand Total
<b>Age-based</b>	Total	\$216,137,994	45.85%
<b>Goal-based</b>	Total	\$109,563,960	23.24%
	Goal-based balanced	\$32,354,224	6.86%
	Goal-based growth	\$37,964,226	8.05%
	Goal-based aggressive growth	\$39,245,509	8.33%
<b>Individual fund options</b>	Total	\$145,672,183	30.90%
	Federated Hermes Short-Intermediate Gov	\$1,166,827	0.25%
	MFS International Equity	\$8,340,362	1.77%
	Principal MidCap	\$18,557,481	3.94%
	Putnam 529 State Street S&P 500 Index	\$20,095,919	4.26%
	Putnam Large Cap Value	\$26,550,362	5.63%
	Putnam Government Money Market	\$13,700,049	2.91%
	Putnam Large Cap Growth	\$34,669,446	7.35%
	Putnam High Yield	\$2,104,788	0.45%
	Putnam Income	\$4,230,201	0.90%
	Putnam Small Cap Value	\$4,656,970	0.99%
	Putnam Core Bond	\$5,082,597	1.08%
	Putnam Multi-Asset Income	\$6,517,182	1.38%
	<b>Grand Total</b>	<b>\$471,374,137</b>	<b>100.00%</b>



# Contributions by type as of 6/30/2024 (FY 2024 Q4)

Sales (calendar year)	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4, 2022	Q1, 2023	Q2, 2023	Q3 2023	Q4, 2023	Q1, 2024	2Q, 2024
NV sales	\$415,303	\$134,127	\$348,309	\$457,001	\$372,615	\$227,665	\$174,289	\$309,975	\$264,997	\$359,622	\$333,049	\$256,610	\$288,122
National sales	\$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	\$4,129,440	\$5,569,724	\$5,630,424	\$4726,506
<b>Gross</b>	\$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	\$4,489,062	\$5,902,773	\$5,887,034	\$5,014,628
NV net	\$239,627	(\$582,027)	(\$131,295)	(\$322,170)	\$121,314	(\$52,722)	(\$1,710)	(\$27,178)	\$80,699	(\$321,816)	(\$6,423)	(\$1,479)	(\$129,25)
National net	(\$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)	(\$12,701,661)	(\$5,485,690)	(\$7,045,949)	(\$3,292,962)
<b>Net</b>	(\$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)	(\$13,023,477)	(\$5,492,114)	(\$7,046,428)	(\$3,422,218)
<b>New or existing account contributions</b>	\$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	\$1,851,022	\$3,157,980	\$3,585,390	\$2,364,153
<b>Total rollovers</b>	\$117,069	\$430,913	\$178,806	\$187,740	\$76,001	\$142,872	\$87,393	\$368,845	\$23,073	\$465,586	\$556,632	\$163,476	\$511,136
<b>Systematic investments</b>	\$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	\$2,172,454	\$2,188,161	\$2,138,167	\$2,139,338
<b>Systematics as % of sales</b>	42.15%	37.48%	30.78%	38.77%	51.66%	48.58%	42.33%	41.87%	52.13%	48.39%	37.07%	36.31%	42.66%
<b>Total rollovers</b>	14	18	15	13	11	12	9	16	12	17	9	16	15

# Putnam 529 for America

## Distributions by category as of 6/30/2024 (FY 2024 Q4)

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Calendar	Q1 2021	Q2 2021	Q3 2021	Q4 2021	Q1 2022	Q2 2022	Q3 2022	Q4, 2022	Q1, 2023	Q2, 2023	Q3, 2023	Q4, 2023	Q1, 2024	Q2, 2024
<b>Qualified distributions</b>	\$8,400,207	\$4,288,193	\$17,504,085	\$10,494,601	\$8,697,589	\$4,605,641	\$15,614,755	\$9,767,480	\$8,796,399	\$5,443,604	\$15,409,074	\$9,292,401	\$9,343,680	\$4,989,715
<b>Rollovers out</b>	\$1,847,875	\$1,343,993	\$2,473,459	\$3,990,035	\$2,630,428	\$1,675,623	\$669,706	\$1,896,881	\$2,602,070	\$2,935,419	\$1,661,681	\$1,311,038	\$2,105,190	\$2,543,990
<b>Non-qualified distributions</b>	\$541,368	\$466,992	\$713,272	\$375,765	\$882,989	\$849,848	\$887,023	\$410,604	\$957,998	\$816,849	\$441,784	\$622,230	\$1,420,341	\$903,142
<b>In-plan transfers</b>	\$176,882	\$143,568	\$1,807	\$57,533	\$0	\$82,299	\$49,864	\$0	\$0	\$42,609	\$0	\$169,218	\$65,251	\$0
<b>Total distributions</b>	<b>\$10,966,331</b>	<b>\$6,242,746</b>	<b>\$20,692,623</b>	<b>\$14,917,934</b>	<b>\$12,211,006</b>	<b>\$7,213,410</b>	<b>\$17,221,349</b>	<b>\$12,074,964</b>	<b>\$12,356,467</b>	<b>\$9,238,481</b>	<b>\$17,512,539</b>	<b>\$11,394,886</b>	<b>\$2,934,461</b>	<b>\$8,436,846</b>

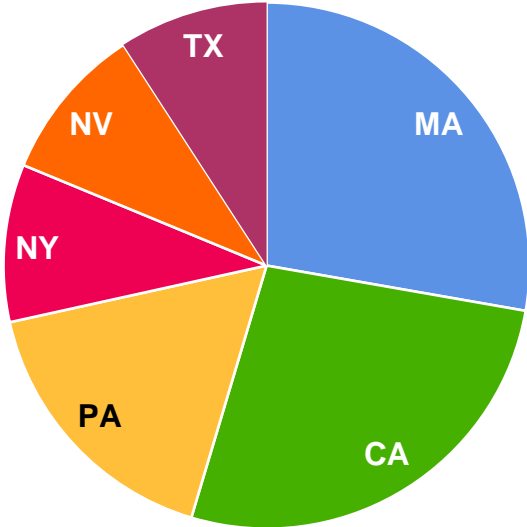
# Putnam 529 for America

## Sales by state as of 6/30/2024 (FY 2024 Q4)

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Top-selling states  
FY 2024 Q4

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State	4th Quarter Sales
MA	\$832,617
CA	\$805,875
PA	\$507,738
NY	\$290,747
NV	\$288,122
TX	\$274,800
MN	\$260,750
CT	\$230,321
WA	\$210,882
MO	\$184,140

# Web campaign

- Banners on advisor and shareholder websites
- Wealth Management Center blog 529 content promotion



# Putnam 529 for America

## Performance as of 3/31/24

- Since inception performance is cumulative.  
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### Age Based Portfolios

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	
Putnam 529 Age-Based Graduate	10/1/10	1.43	-4.40	5.46	-0.60	1.93	-0.06	1.82	0.62	1.37	0.77	1.82	1.37	0.96
Putnam 529 Age-Based Graduate Index		1.45	—	5.89	—	2.44	—	2.44	—	1.99	—	2.35	—	—
Putnam 529 Age-Based 2003	10/1/10	1.54	-4.30	5.59	-0.48	1.76	-0.23	2.71	1.50	3.37	2.76	5.20	4.74	0.96
Putnam 529 Age-Based 2003 Index		1.45	—	5.92	—	2.21	—	3.47	—	4.07	—	5.82	—	—
Putnam 529 Age-Based 2004	10/1/10	1.75	-4.10	6.21	0.10	1.75	-0.24	3.05	1.83	3.78	3.17	5.61	5.14	0.98
Putnam 529 Age-Based 2004 Index		1.57	—	6.35	—	2.15	—	3.83	—	4.50	—	6.25	—	—
Putnam 529 Age-Based 2005	10/1/10	2.04	-3.83	6.90	0.76	1.87	-0.12	3.49	2.28	4.21	3.59	6.01	5.55	1.00
Putnam 529 Age-Based 2005 Index		1.71	—	6.88	—	2.23	—	4.30	—	4.96	—	6.70	—	—
Putnam 529 Age-Based 2006	10/1/10	2.39	-3.50	7.86	1.66	2.10	0.10	4.01	2.79	4.67	4.05	6.43	5.96	1.03
Putnam 529 Age-Based 2006 Index		1.90	—	7.59	—	2.36	—	4.84	—	5.44	—	7.15	—	—
Putnam 529 Age-Based 2007	10/1/10	2.88	-3.04	9.01	2.75	2.39	0.38	4.59	3.36	5.09	4.47	6.80	6.34	1.04
Putnam 529 Age-Based 2007 Index		2.20	—	8.47	—	2.55	—	5.43	—	5.90	—	7.57	—	—
Putnam 529 Age-Based 2008	10/1/10	3.38	-2.57	10.29	3.94	2.70	0.69	5.17	3.93	5.48	4.85	7.15	6.68	1.07
Putnam 529 Age-Based 2008 Index		2.53	—	9.44	—	2.75	—	6.01	—	6.31	—	7.95	—	—
Putnam 529 Age-Based 2009	10/1/10	3.96	-2.02	11.75	5.32	3.11	1.09	5.77	4.52	5.86	5.23	7.50	7.03	1.08
Putnam 529 Age-Based 2009 Index		2.91	—	10.55	—	3.03	—	6.57	—	6.68	—	8.29	—	—
Putnam 529 Age-Based 2010	10/1/10	4.65	-1.37	13.43	6.91	3.57	1.55	6.39	5.14	6.26	5.63	7.84	7.37	1.09
Putnam 529 Age-Based 2010 Index		3.37	—	11.85	—	3.35	—	7.15	—	7.07	—	8.62	—	—
Putnam 529 Age-Based 2011	1/3/11	5.40	-0.66	15.25	8.63	4.06	2.03	6.89	5.63	6.58	5.95	7.71	7.23	1.10
Putnam 529 Age-Based 2011 Index		3.85	—	13.19	—	3.71	—	7.60	—	7.38	—	8.41	—	—
Putnam 529 Age-Based 2012	1/3/12	6.12	0.01	17.07	10.34	4.69	2.64	7.47	6.20	6.93	6.30	9.02	8.49	1.11
Putnam 529 Age-Based 2012 Index		4.37	—	14.62	—	4.21	—	8.12	—	7.72	—	9.55	—	—
Putnam 529 Age-Based 2013	1/2/13	6.86	0.71	18.64	11.82	5.20	3.15	7.98	6.71	7.23	6.60	8.76	8.19	1.12
Putnam 529 Age-Based 2013 Index		4.90	—	15.88	—	4.62	—	8.56	—	8.00	—	9.33	—	—
Putnam 529 Age-Based 2014	1/2/14	7.32	1.15	19.70	12.82	5.54	3.48	8.36	7.08	7.45	6.81	7.49	6.87	1.13
Putnam 529 Age-Based 2014 Index		5.23	—	16.71	—	4.88	—	8.92	—	8.23	—	8.19	—	—

\*Since inception performance is cumulative.

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# Putnam 529 for America

## Performance as of 3/31/24

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### Age Based Portfolios

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	
Putnam 529 Age-Based 2016	1/4/16	8.10	1.89	21.74	14.74	6.15	4.08	9.05	7.77	—	—	8.69	7.91	1.13
Putnam 529 Age-Based 2016 Index		5.85	—	18.28	—	5.40	—	9.55	—	—	—	9.84	—	—
Putnam 529 Age-Based 2017	1/3/17	8.48	2.24	22.54	15.49	6.41	4.33	9.32	8.03	—	—	9.10	8.21	1.14
Putnam 529 Age-Based 2017 Index		6.13	—	18.99	—	5.62	—	9.81	—	—	—	10.05	—	—
Putnam 529 Age-Based 2018	1/2/18	8.83	2.57	23.45	16.35	6.70	4.61	9.59	8.30	—	—	7.70	6.68	1.14
Putnam 529 Age-Based 2018 Index		6.39	—	19.62	—	5.85	—	10.06	—	—	—	8.76	—	—
Putnam 529 Age-Based 2019	1/2/19	9.11	2.84	24.00	16.87	6.89	4.80	9.81	8.51	—	—	11.51	10.26	1.14
Putnam 529 Age-Based 2019 Index		6.63	—	20.20	—	6.07	—	10.28	—	—	—	12.09	—	—
Putnam 529 Age-Based 2020	1/2/20	9.39	3.10	24.68	17.51	7.12	5.03	—	—	—	—	9.66	8.15	1.15
Putnam 529 Age-Based 2020 Index		6.81	—	20.65	—	6.25	—	—	—	—	—	9.31	—	—
Putnam 529 Age-Based 2021	1/4/21	9.49	3.19	25.14	17.95	7.42	5.32	—	—	—	—	8.51	6.55	1.15
Putnam 529 Age-Based 2021 Index		7.00	—	21.09	—	6.40	—	—	—	—	—	7.30	—	—
Putnam 529 Age-Based 2022	1/3/22	9.67	3.36	25.57	18.35	—	—	—	—	—	—	4.33	1.62	1.15
Putnam 529 Age-Based 2022 Index		7.15	—	21.44	—	—	—	—	—	—	—	3.14	—	—
Putnam 529 Age-Based 2023	1/3/23	9.78	3.47	25.80	18.57	—	—	—	—	—	—	26.02	20.20	1.16
Putnam 529 Age-Based 2023 Index		7.26	—	21.68	—	—	—	—	—	—	—	23.13	—	—
Putnam 529 Age-Based 2024*	1/2/24	9.80	3.49	—	—	—	—	—	—	—	—	9.80	3.49	1.16
Putnam 529 Age-Based 2024 Index*		7.33	—	—	—	—	—	—	—	—	—	7.33	—	—

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# Putnam 529 for America

## Performance as of 3/31/24

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### Goals Based Portfolios

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	
Balanced	10/1/10	7.54	1.36	20.03	13.12	5.60	3.54	7.89	6.62	6.78	6.15	7.79	7.31	1.12
Balanced Index		5.41	—	16.94	—	4.96	—	8.45	—	7.49	—	8.42	—	—
Growth	10/1/10	9.86	3.54	25.94	18.70	7.52	5.42	10.24	8.94	8.42	7.78	9.57	9.09	1.16
Growth Index		7.36	—	21.88	—	6.65	—	10.77	—	9.26	—	10.38	—	—
Aggressive Growth	10/1/10	10.87	4.50	29.69	22.23	8.81	6.69	11.65	10.33	9.32	8.67	10.68	10.20	1.18
Aggressive Growth Index		8.71	—	25.20	—	7.97	—	12.32	—	10.39	—	11.60	—	—

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# Putnam 529 for America

## Performance as of 3/31/24

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Periods less than one year are not annualized.

### Individual Portfolios

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	
Putnam Large Cap Value Fund	10/1/10	12.46	6.00	27.37	20.04	12.64	10.44	14.26	12.92	10.96	10.31	12.68	12.18	1.04
Russell 1000 Value Index		8.99	—	20.27	—	8.11	—	10.32	—	9.01	—	11.21	—	—
Putnam Small Cap Value Fund	9/12/14	1.87	-3.99	27.14	19.83	7.02	4.93	11.35	10.04	—	—	7.94	7.28	1.32
Russell 2000 Value Index		2.90	—	18.75	—	2.22	—	8.17	—	—	—	7.32	—	—
MFS International Equity Fund	10/1/10	4.63	-1.39	12.96	6.46	6.14	4.06	8.97	7.69	6.42	5.79	7.19	6.72	1.09
MSCI EAFE Index (ND)		5.67	—	15.19	—	4.75	—	7.30	—	4.79	—	5.86	—	—
Putnam Large Cap Growth Fund	7/5/16	12.26	5.80	41.73	33.58	11.32	9.14	17.25	15.87	—	—	18.46	17.56	1.04
Russell 1000 Growth Index		11.41	—	39.00	—	12.50	—	18.52	—	—	—	18.34	—	—
Principal MidCap Fund	10/1/10	10.82	4.44	31.70	24.12	8.69	6.56	13.30	11.96	12.23	11.57	14.17	13.67	1.06
Russell Midcap Index		8.60	—	22.35	—	6.07	—	11.10	—	9.95	—	12.12	—	—
State Street S&P 500 Index Fund	6/27/12	10.34	4.00	29.11	21.68	10.87	8.70	14.48	13.13	12.36	11.70	13.92	13.35	0.55
S&P 500 Index		10.56	—	29.88	—	11.49	—	15.05	—	12.96	—	14.55	—	—
Putnam High Yield Fund	4/21/17	1.69	-2.38	10.12	5.72	1.38	0.01	3.32	2.48	—	—	3.41	2.80	1.19
JPMorgan Developed High Yield Index		1.95	—	11.71	—	2.76	—	4.35	—	—	—	4.47	—	—
Putnam Income Fund	10/1/10	0.37	-3.65	3.27	-0.86	-3.52	-4.82	0.10	-0.71	1.17	0.76	2.29	1.98	0.89
Bloomberg U.S. Aggregate Bond Index		-0.78	—	1.70	—	-2.46	—	0.36	—	1.54	—	1.91	—	—
Federated Hermes Short-Intermediate Government Fund	10/1/10	-0.87	-4.84	0.49	-3.53	-2.69	-4.00	-0.33	-1.14	0.08	-0.33	0.15	-0.15	0.99
ICE BofA 3-5 Year U.S. Treasury Index		-0.51	—	1.55	—	-1.69	—	0.60	—	1.16	—	1.27	—	—
Putnam Government Money Market Fund	8/18/16	1.21	1.21	4.75	4.75	2.29	2.29	1.62	1.62	—	—	1.27	1.27	0.66
Lipper U.S. Government Money Market Funds Average		1.19	—	4.80	—	2.31	—	1.68	—	—	—	1.29	—	—
Putnam Core Bond Fund	10/1/10	-0.40	-1.40	1.81	0.79	-0.77	-1.10	1.00	0.79	1.34	1.24	1.61	1.53	0.80
Bloomberg U.S. Aggregate Bond Index		-0.78	—	1.70	—	-2.46	—	0.36	—	1.54	—	1.91	—	—
Putnam Multi-Asset Income Fund	2/9/23	3.72	-0.43	11.28	6.83	—	—	—	—	—	—	10.00	6.14	0.97
Putnam Multi-Asset Income Blended Benchmark		2.39	—	9.94	—	—	—	—	—	—	—	9.17	—	—

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Periods less than one year are not annualized.



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THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 6**  
**September 27, 2024**

**Item: Prepaid Summary and Quarterly Performance Report for the Nevada Prepaid Tuition Program for the period ended June 30, 2024.**

**Fiscal Impact:** None by this action.

**Summary:**

Please find attached the Prepaid Tuition Program report for period ended June 30, 2024. 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, 2024.**

# NEVADA **P**REPAID**T**UITION

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QUARTERLY REPORT  
AS OF JUNE 30, 2024

# Summary of Nevada Prepaid Tuition

## 4<sup>th</sup> Quarter FY 24 Activity

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Contributions  
\$3,514,870

Contracts Sold  
121

Contracts Paid  
in Full  
365

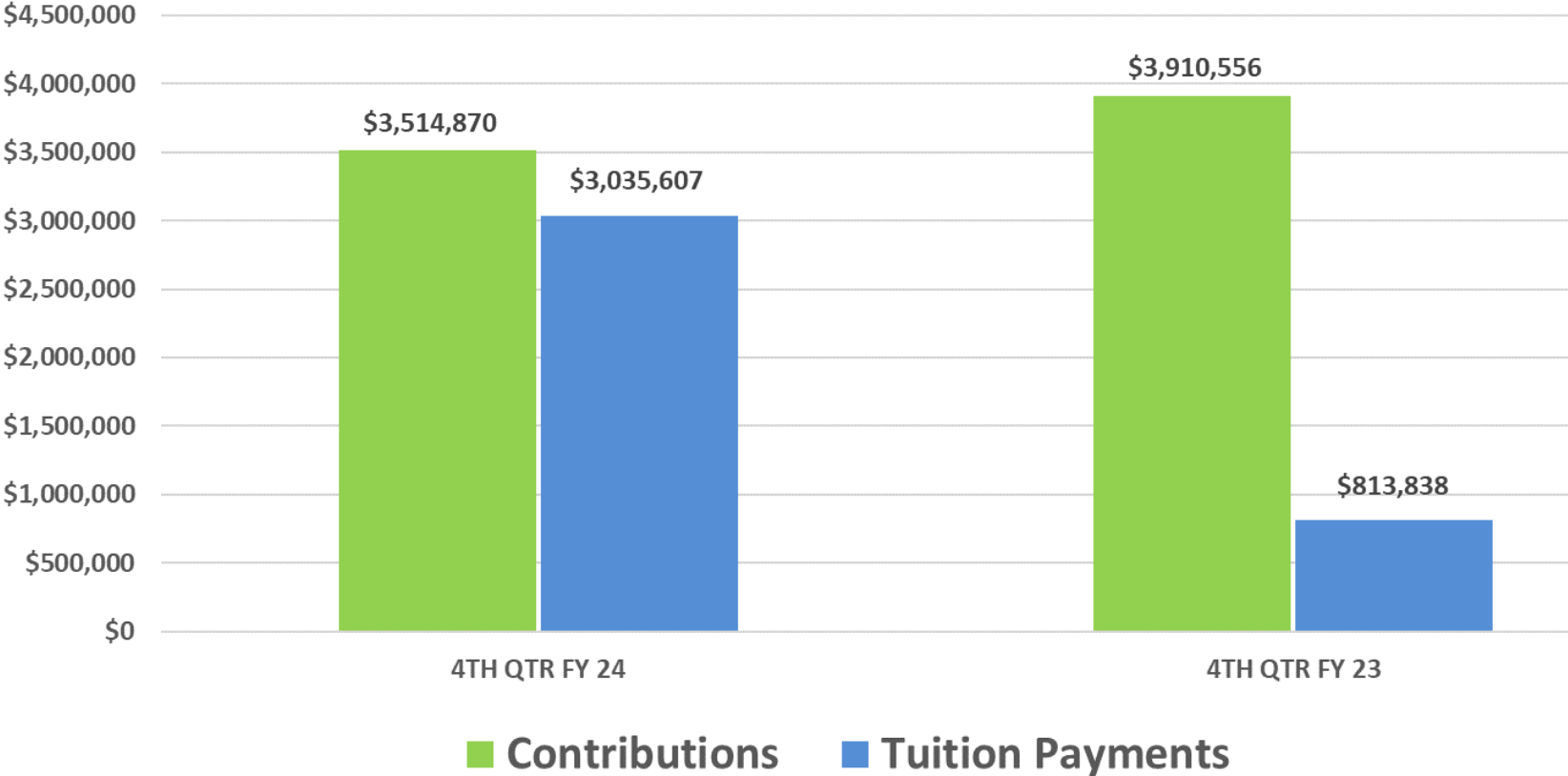
Tuition  
Payments  
\$3,035,607

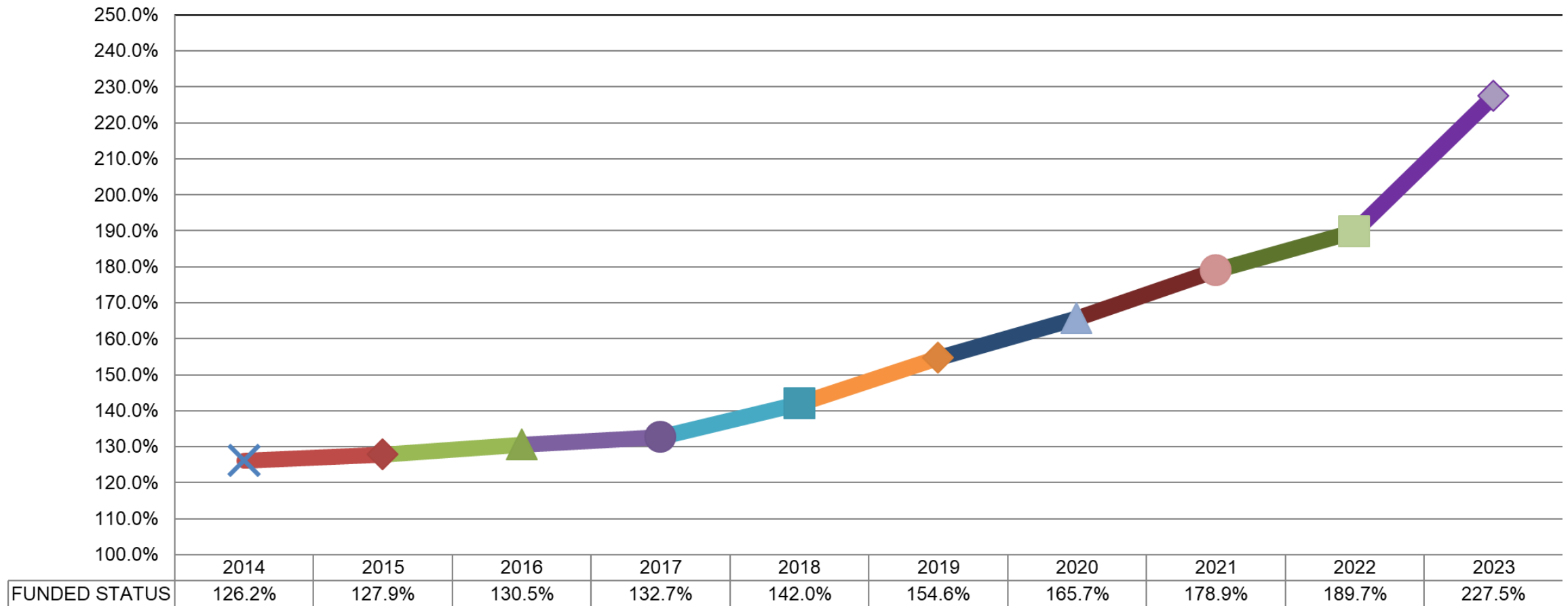
New Graduating  
Students  
684

Contracts  
Depleted  
124

# 4th Quarter FY 24 Contributions vs. Tuition Payments

- Contributions decreased slightly 10.12% 4<sup>th</sup> quarter FY 24 compared to same quarter FY 23. This is mainly attributable to the lower number of enrollments.
- Tuition Payments increased 273.00%, (\$2,221,769), 4<sup>th</sup> quarter FY 24 compared to same quarter FY 23. The nearly tripled increase was a result of timing of when distributions were completed. NSHE Spring invoices were paid in 4<sup>th</sup> quarter FY 24 instead of 3<sup>rd</sup> quarter as processed in FY 23.





# Funded Status by Fiscal Year

As of June 30, 2023 the funded status was 227.5%, the highest since inception. The FY 2024 funded status is still being evaluated.

# Summary of Nevada Prepaid Tuition

## As of June 30, 2024

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Contributions

\$10,267,330

Tuition Payments

\$12,439,603

Market Value of  
Assets

\$440,999,850

Active Accounts

10,553

Contracts sold  
since inception:

23,922

Tuition benefits paid  
since inception:

\$157,458,745

Contracts depleted  
since inception:

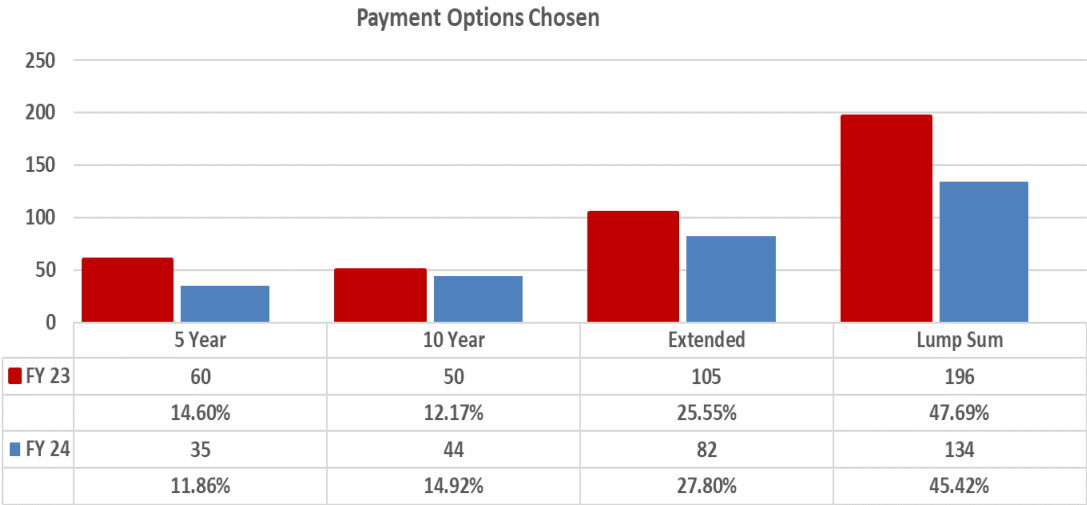
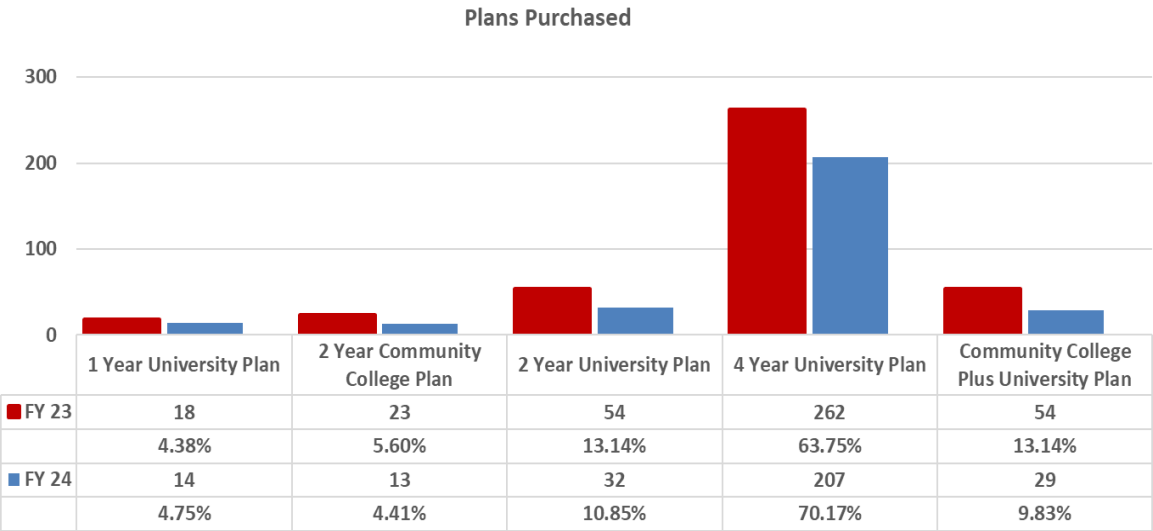
5,355

Funded status:

(June 30, 2023)

227.5%

# FY 24 Enrollment Plan and Payment Options

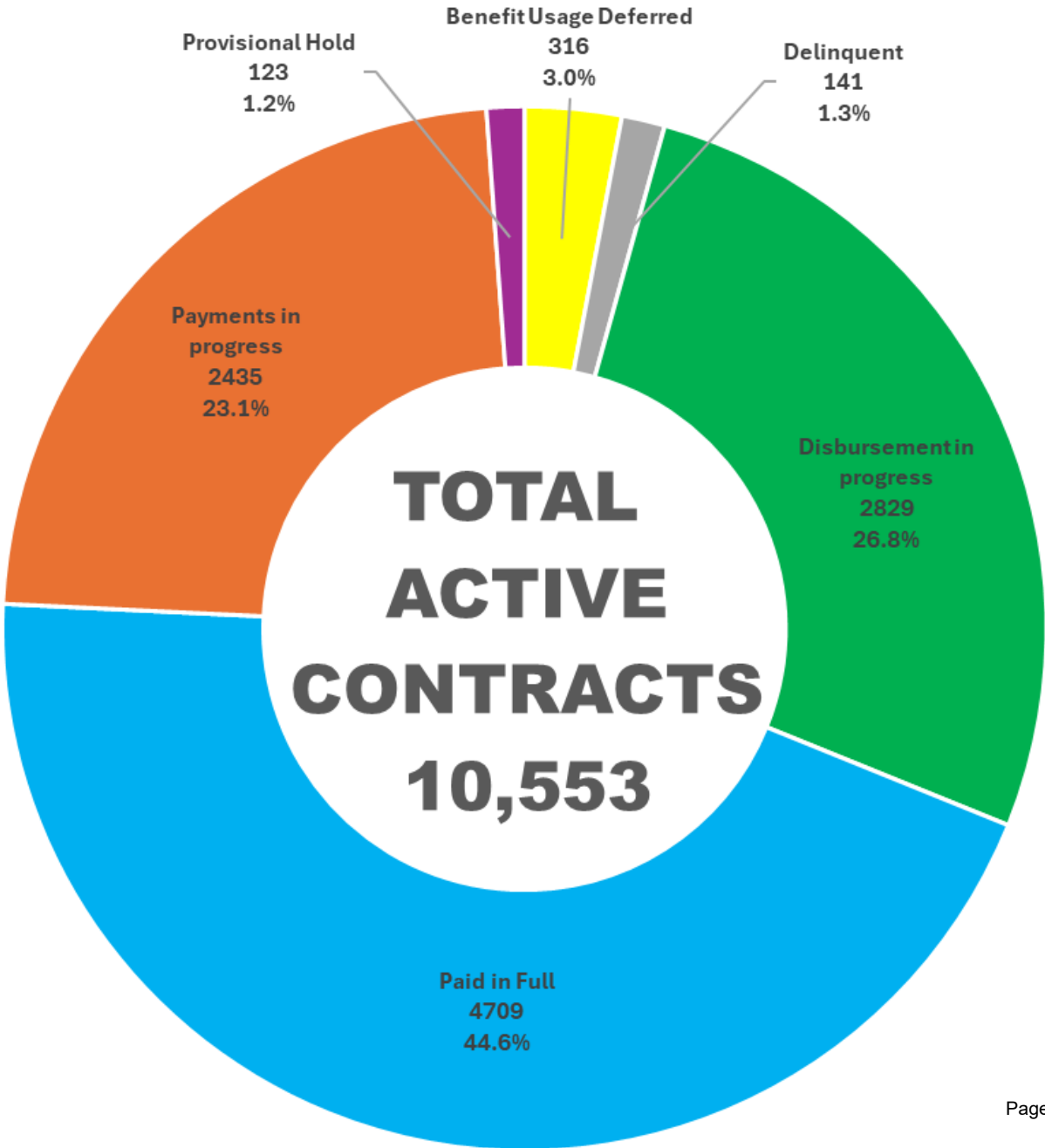


- § Enrollment ran from 11/1/2023 through 4/15/24 and had 295 new enrollees during FY 24.
- § Similar to the previous three fiscal years, the Lump Sum payment option(45.42%) and 4-year tuition plan(70.17%) continued to be the most favorable amongst participants in FY 24.



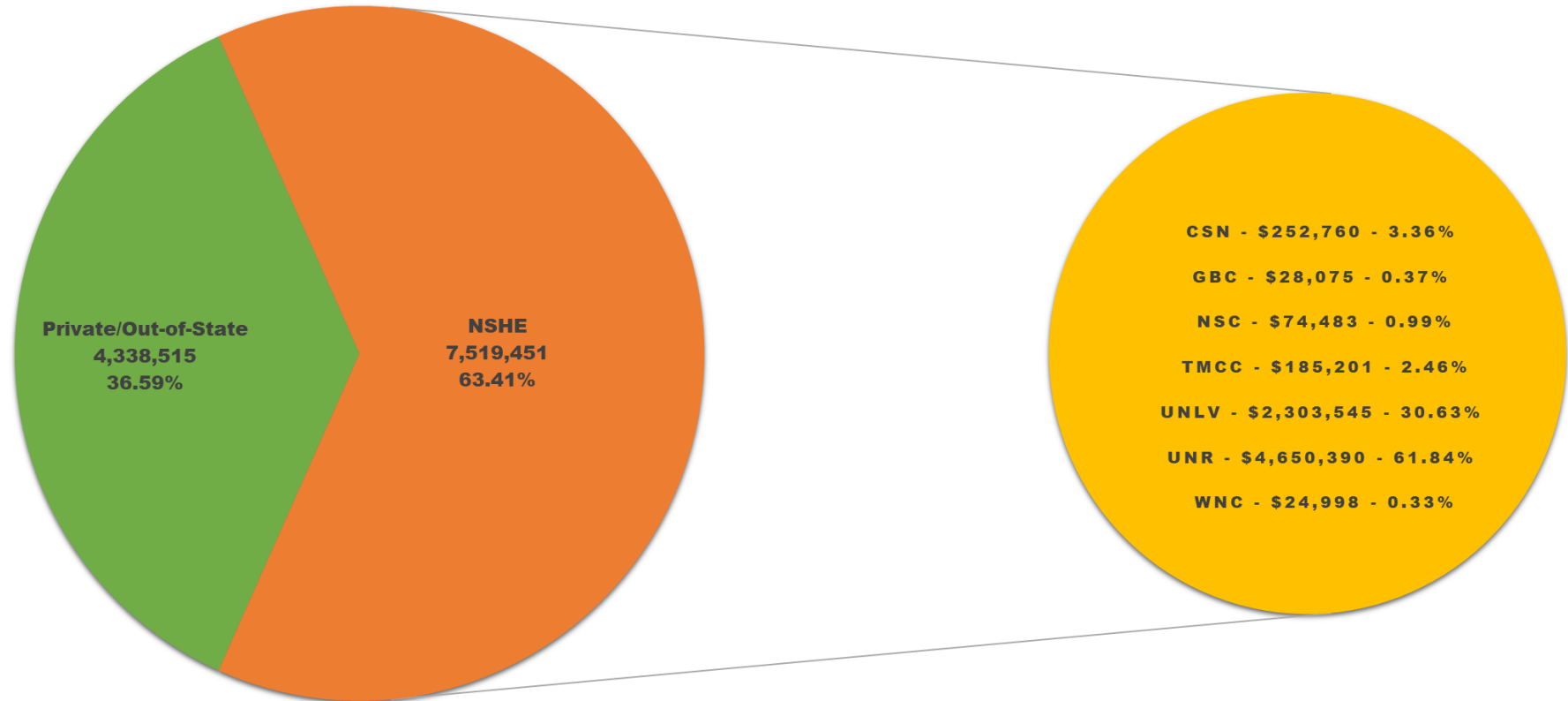
# Contract Status As of June 30, 2024

- 391 students depleted their benefits during FY 24.
- 295 new contracts were added during the fiscal year.
- In FY 24 the number of students eligible to use their benefits compared to prior fiscal year remained roughly the same (680 FY 23 vs. 684 FY 24).



# FY 24 Total Tuition Payments

- Total Tuition payments of \$12,439,603 were made in FY 24.
- FY 24 Tuition payments increased (4.91%) from the prior fiscal year.
- Of the total tuition payments, UNR remained the school with the largest distribution amount during FY 24 (37.78% or \$4,699,973)
- Tuition benefits were paid to 293 different institutions during FY 24.



THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 7**  
**September 27, 2024**

**Item: Staff updates**

**Summary: STO Staff will provide a brief update on the following:**

- A. Putnam Investments Contract Update**
- B. Wealthfront Annual investment review**
- C. Vanguard investment changes implementation**
- D. JP Morgan Future Path investment changes implementation**

**Fiscal Impact:** None by this action.

**Recommendation:**

<b>N/A this agenda item is presented as informational only.</b>
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# THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

## **Agenda Item 8 September 27, 2024**

### **Item:       Meketa Investment Group Contract**

#### **Summary:**

In December of 2018, the Board contracted with Pension Consulting Alliance (which later merged with Meketa Investment Group) to perform investment consulting services for the Nevada College Savings Plans and for the Nevada Prepaid Tuition/Higher Education Trust Fund.

With the expiration of Meketa's contract at the end of this year, in accordance with State purchasing requirements, the State's Purchasing Division solicited proposals for investment consultant services earlier this year.

The State received three (3) proposals, which included the following firms:

- Meketa Investment Group, Inc.
- Aon Investments USA Inc
- Wilshire Associates Incorporated

Based upon a review of the responses, the evaluation committee unanimously agreed to award the contract to Meketa Investment Group.

This proposed contract would begin on January 1, 2025 and end on December 31, 2028. The total cost of the contract for investment consulting services is \$1,100,000 for the life of the four-year contract, broken down as follows:

Year 1	\$230,000
Year 2	\$237,000
Year 3	\$244,000

Year 4	\$252,000
Special Projects	NTE \$137,000 (\$550/hr)

The contract includes additional services for special project work, which is limited to a total of \$137,000 over the life of the contract.

**Fiscal Impact:** \$1,100,000 over four years to be borne by the College Savings Endowment Account.

**Staff recommended motion:**

**Move to approve the contract with Meketa Investment Group for investment consulting services for both the Nevada 529 Savings Plans and the Nevada Prepaid Tuition/Higher Education Trust Fund.**

## CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract Between the State of Nevada  
Acting by and Through its

Agency Name:	Nevada State Treasury, College Savings Division
Address:	1 State of Nevada Way
City, State, Zip Code:	Las Vegas, NV 89119
Contact:	Kirsten Van Ray
Phone:	775-230-9917
Email:	klvanry@nevadatreasurer.gov

Contractor Name:	Meketa Investment Group, Inc.
Address:	80 University Ave
City, State, Zip Code:	Westwood, MA 02090
Contact:	Lisa Rubin
Phone:	781-471-5300
Email:	lrubin@meketa.com

WHEREAS, NRS 333.700 authorizes officers, departments, institutions, boards, commissions, and other agencies in the Executive Department of the State Government which derive their support from public money in whole or in part to engage, subject to the approval of the Board of Examiners (BOE), services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.**
  - A. "State" – means the State of Nevada and any State agency identified herein, its officers, employees and immune contractors as defined in NRS 41.0307.
  - B. "Contracting Agency" – means the State agency identified above.
  - C. "Contractor" – means the person or entity identified above that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract.
  - D. "Fiscal Year" – means the period beginning July 1st and ending June 30th of the following year.
  - E. "Contract" – Unless the context otherwise requires, "Contract" means this document entitled Contract for Services of Independent Contractor and all Attachments or Incorporated Documents.
  - F. "Contract for Independent Contractor" – means this document entitled Contract for Services of Independent Contractor exclusive of any Attachments or Incorporated Documents.

3. **CONTRACT TERM.** This Contract shall be effective as noted below, unless sooner terminated by either party as specified in *Section 10, Contract Termination*. Contract is subject to Board of Examiners' approval.

Effective from:	Date January 1, 2025	To:	Date December 31, 2028
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4. **NOTICE.** All communications, including notices, required or permitted to be given under this Contract shall be in writing and directed to the parties at the addresses stated above. Notices may be given: (i) by delivery in person; (ii) by a nationally recognized next day courier service, return receipt requested; or (iii) by certified mail, return receipt requested. If specifically requested by the party to be notified, valid notice may be given by facsimile transmission or electronic mail to the address(es) such party has specified in writing.
5. **INCORPORATED DOCUMENTS.** The parties agree that this Contract, inclusive of the following attachments, specifically describes the scope of work. This Contract incorporates the following attachments in descending order of constructive precedence:

ATTACHMENT AA:	SCOPE OF WORK, PAYMENT SCHEDULE, and NEGOTIATED POINTS
ATTACHMENT BB:	INSURANCE SCHEDULE
ATTACHMENT CC:	STATE SOLICITATION # 05TO-S2796 and AMENDMENTS #1
ATTACHMENT DD:	VENDOR PROPOSAL

Any provision, term or condition of an Attachment that contradicts the terms of this Contract for Independent Contractor, or that would change the obligations of the State under this Contract for Independent Contractor, shall be void and unenforceable.

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in *Section 5, Incorporated Documents* at a cost as noted below:

Total Contract or installments payable at:	As invoiced by the vendor and approved by the state.
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Total Contract Not to Exceed:	\$1,100,000.00
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The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the result of legislative appropriation may require.

7. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.
8. **BILLING SUBMISSION: TIMELINESS.** The parties agree that timeliness of billing is of the essence to the Contract and recognize that the State is on a Fiscal Year. All billings for dates of service prior to July 1 must be submitted to the state no later than the first Friday in August of the same calendar year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject Contractor to an administrative fee not to exceed one hundred dollars (\$100.00). The parties hereby agree this is a reasonable estimate of the additional costs to the state of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to Contractor.
9. **INSPECTION & AUDIT.**

- A. Books and Records. Contractor agrees to keep and maintain under generally accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the

State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all State and federal regulations and statutes.

- B. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant State agency or its contracted examiners, the department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the state Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this Section.
- C. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three (3) years, and for five (5) years if any federal funds are used pursuant to the Contract. The retention period runs from the date of payment for the relevant goods or services by the state, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

#### 10. **CONTRACT TERMINATION.**

- A. Termination Without Cause. Regardless of any terms to the contrary, this Contract may be terminated upon written notice by mutual consent of both parties. The State unilaterally may terminate this contract without cause by giving not less than thirty (30) days' notice in the manner specified in *Section 4, Notice*. If this Contract is unilaterally terminated by the State, Contractor shall use its best efforts to minimize cost to the State and Contractor will not be paid for any cost that Contractor could have avoided.
- B. State Termination for Non-Appropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claims(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.
- C. Termination with Cause for Breach. A breach may be declared with or without termination. A notice of breach and termination shall specify the date of termination of the Contract, which shall not be sooner than the expiration of the Time to Correct, if applicable, allowed under subsection 10D. This Contract may be terminated by either party upon written notice of breach to the other party on the following grounds:
  - 1) If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or
  - 2) If any state, county, city, or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or
  - 3) If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the Bankruptcy Court; or
  - 4) If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or



- 5) If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or
  - 6) If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.
- D. Time to Correct. Unless the breach is not curable, or unless circumstances do not permit an opportunity to cure, termination upon declared breach may be exercised only after service of formal written notice as specified in *Section 4, Notice*, and the subsequent failure of the breaching party within fifteen (15) calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared breach has been corrected. Upon a notice of breach, the time to correct and the time for termination of the contract upon breach under subsection 10C, above, shall run concurrently, unless the notice expressly states otherwise.
- E. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this Section survive termination:
- 1) The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;
  - 2) Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;
  - 3) Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;
  - 4) Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with *Section 21, State Ownership of Proprietary Information*.
11. **REMEDIES.** Except as otherwise provided for by law or this Contract, 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 to a prevailing party reasonable attorneys' fees and costs. For purposes of an award of attorneys' fees to either party, the parties stipulate and agree that a reasonable hourly rate of attorneys' fees shall be one hundred and fifty dollars (\$150.00) per hour. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190. In the event that Contractor voluntarily or involuntarily becomes subject to the jurisdiction of the Bankruptcy Court, the State may set off consideration against any unpaid obligation of Contractor to the State or its agencies, to the extent allowed by bankruptcy law, without regard to whether the procedures of NRS 353C.190 have been utilized.
12. **LIMITED LIABILITY.** The State 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 State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the Fiscal Year budget in existence at the time of the breach. Contractor's tort liability shall not be limited.
13. **FORCE MAJEURE.** Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its 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.
14. **INDEMNIFICATION AND DEFENSE.** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of

any breach of the obligations of Contractor under this contract, or any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents. Contractor's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. Contractor waives any rights of subrogation against the State. Contractor's duty to defend begins when the State requests defense of any claim arising from this Contract.

15. **REPRESENTATIONS REGARDING INDEPENDENT CONTRACTOR STATUS.** Contractor represents that it is an independent contractor, as defined in NRS 333.700(2) and 616A.255, warrants that it will perform all work under this contract as an independent contractor, and warrants that the State of Nevada will not incur any employment liability by reason of this Contract or the work to be performed under this Contract. To the extent the State incurs any employment liability for the work under this Contract; Contractor will reimburse the State for that liability.
16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the State, Contractor must carry policies of insurance and pay all taxes and fees incident hereunto. Policies shall meet the terms and conditions as specified within this Contract along with the additional limits and provisions as described in *Attachment BB*, incorporated hereto by attachment. The State shall have no liability except as specifically provided in the Contract.

Contractor shall not commence work before Contractor has provided the required evidence of insurance to the Contracting Agency. The State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

- A. Insurance Coverage. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract insurance conforming to the minimum limits as specified in *Attachment BB*, incorporated hereto by attachment. Unless specifically stated herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by Contractor and shall continue in force as appropriate until:
  - 1) Final acceptance by the State of the completion of this Contract; or
  - 2) Such time as the insurance is no longer required by the State under the terms of this Contract; whichever occurs later.

Any insurance or self-insurance available to the State shall be in excess of and non-contributing with, any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

B. General Requirements.

- 1) Additional Insured: By endorsement to the general liability insurance policy, the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 shall be named as additional insureds for all liability arising from the Contract.
- 2) Waiver of Subrogation: Each insurance policy shall provide for a waiver of subrogation against the State of Nevada, its officers, employees and immune contractors as defined in NRS 41.0307 for losses arising from work/materials/equipment performed or provided by or on behalf of Contractor.
- 3) Cross Liability: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- 4) Deductibles and Self-Insured Retentions: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention.

18. **WAIVER OF BREACH.** Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial 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.
19. **SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.
20. **ASSIGNMENT/DELEGATION.** To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations nor duties under this Contract without the prior written consent of the State.
21. **STATE OWNERSHIP OF PROPRIETARY INFORMATION.** Any data or information provided by the State to Contractor and any documents or materials provided by the State to Contractor in the course of this Contract ("State Materials") shall be and remain the exclusive property of the State and all such State Materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract.
22. **PUBLIC RECORDS.** Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State has a legal obligation to disclose such information unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.
23. **CONFIDENTIALITY.** Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.
24. **FEDERAL FUNDING.** In the event federal funds are used for payment of all or part of this Contract, Contractor agrees to comply with all applicable federal laws, regulations and executive orders, including, without limitation the following:
  - A. Contractor certifies, by signing this Contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to Executive Orders 12549 and 12689 and Federal Acquisition Regulation subpart 9.4, and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.
  - B. Contractor and its subcontracts shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder, including 28 C.F.R. Section 35, inclusive, and any relevant program-specific regulations.
  - C. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964 (P.L. 88-352), as amended, the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)
25. **LOBBYING.** The parties agree, whether expressly prohibited by federal law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
  - A. Any federal, state, county or local agency, legislature, commission, council or board;

- B. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
  - C. Any officer or employee of any federal, state, county or local agency; legislature, commission, council or board.
26. **GENERAL WARRANTY.** Contractor warrants that all services, deliverables, and/or work products under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.
27. **PROPER AUTHORITY.** The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.
28. **DISCLOSURES REGARDING CURRENT OR FORMER STATE EMPLOYEES.** For the purpose of State compliance with NRS 333.705, Contractor represents and warrants that if Contractor, or any employee of Contractor who will be performing services under this Contract, is a current employee of the State or was employed by the State within the preceding 24 months, Contractor has disclosed the identity of such persons, and the services that each such person will perform, to the Contracting Agency.
29. **ASSIGNMENT OF ANTITRUST CLAIMS.** Contractor irrevocably assigns to the State any claim for relief or cause of action which Contractor now has or which may accrue to Contractor in the future by reason of any violation of State of Nevada or federal antitrust laws in connection with any goods or services provided under this Contract.
30. **GOVERNING LAW: JURISDICTION.** This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the exclusive jurisdiction of and venue in the First Judicial District Court, Carson City, Nevada for enforcement of this Contract, and consent to personal jurisdiction in such court for any action or proceeding arising out of this Contract.
31. **ENTIRE CONTRACT AND MODIFICATION.** This Contract and its integrated attachment(s) constitute the entire agreement of the parties and as such are intended to be the complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners. This Contract, and any amendments, may be executed in counterparts.

CETS#
RFP# 05TO-S2796

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.

**Meketa Investment Group, Inc.**

<u>Lisa M. Rubin</u>	<u>08/22/2024</u>	<u>Managing Director</u>
Independent Contractor's Signature	Date	Independent Contractor's Title

**Nevada State Treasury**

<u>Lori Hoover</u>	<u>8/26/2024</u>	<u>Chief Deputy Treasurer</u>
State of Nevada Authorized Signature	Date	Title

APPROVED BY BOARD OF EXAMINERS

\_\_\_\_\_  
Signature – Board of Examiners

On: \_\_\_\_\_  
Date

Approved as to form by:

<u>Kevin D. Doty</u>	On: <u>8/26/24</u>
Deputy Attorney General for Attorney General	Date

THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 9**  
**September 27, 2024**

**Item: Nevada Prepaid Tuition 2025 contract prices, open enrollment dates, and fee schedule.**

**Summary:**

Each year, the Board sets the economic and non-economic actuarial assumptions which are used by the actuary in preparing the actuarial study required by NRS 353B.190. Pursuant to NAC 353B.200 the Board shall establish future contract prices, program open enrollment dates and certain program fees annually.

Staff is recommending Board review and approval of the following items:

- a. Contract Pricing – Request approval of the attached 2025 contract prices.
- b. Open Enrollment – Staff is proposing open enrollment dates for 2025 to be November 1, 2024, through April 15, 2025. 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.

**Recommendation:**

**To accept and approve the proposed Nevada Prepaid Tuition 2025 contract prices, open enrollment dates, and fee schedule.**



August 2, 2024 – DRAFT

The Honorable Zach Conine  
Treasurer of the State of Nevada  
Capitol Building  
101 N. Carson Street  
Carson City, Nevada 89701

**Re: Current Assumptions Used in the 2023 Actuarial Valuation and  
Proposed Assumptions to Be Used in the 2024 Actuarial Valuation**

Dear Treasurer Conine:

Enclosed are the proposed assumptions for the 2024 actuarial valuation of the Nevada Prepaid Tuition Program.

For this year's analysis, we started with an analysis of the price inflation assumption. The price inflation assumption is the underlying foundation of the investment return assumption and the tuition increase assumption. The Forward-Looking Price Forecasts in Appendix 1 show 16 different forecasts from six sources as of the end of the second quarter in 2024. Those forecasts show a range of future price inflation expectations of 2.19% to 2.50%. In addition, the average price inflation assumption from the 12 investment firms that we surveyed was 2.39%. A year ago, this similar figure was 2.52%. The Program's current price inflation assumption is 2.50%.

**It is our recommendation to maintain the current price inflation assumption of 2.50%.**

Next, we modeled your asset allocation (see Appendix 4) with our capital market assumption modeler (CMAM). The exhibits in Appendix 5 show the detailed results of capital market expectations as of 12/31/2023. Using the recommended 2.50% price inflation assumption, the current model shows a mean (1-year expected return) of 6.84% and a median (50<sup>th</sup> percentile of expected returns over the next 10 years) of 6.20%. In addition, the 40<sup>th</sup> to 60<sup>th</sup> percentiles range from 5.28% to 7.14%. Generally, we think an assumption that falls within the 40<sup>th</sup> to 60<sup>th</sup> percentiles is reasonable. Additionally, median return for a longer investment time horizon (20 to 30 years) is 6.37%. The Program's current assumed return assumption is 5.25%. While we believe 5.25% is still reasonable, it is on the lower end of expectations.

**It is our recommendation to increase the assumed investment return assumption from 5.25% to 5.50%.**

In 2018, the Nevada Board of Regents adopted a method of determining future tuition increases. That method relies on the Commonfund Higher Education Price Index (HEPI). Therefore, we reviewed both the HEPI historical information as well as historical data collected by the College Board and published in their annual Trends in Tuition report. With the method adopted by the Board of Regents, the increases for the next three to four years can be anticipated in advance. We, therefore, recognize those specific increases in the valuation process (for the short-term future increase) and focus the assumption on the subsequent period (for the long-term future increase).

Based on the recent data published by the Commonfund and the College Board (see Appendices 2 and 3), we believe that a long-term tuition increase assumption, based on our recommended 2.50% price inflation assumption, would be in the range of 2.50% to 4.50% for both Community College and University level institutions.

While there is less historical data for the HEPI, it (by itself) has a narrower range of approximately 2.00% to 3.00% (see Appendix 3).

It should be noted that recent years' experience (2021-2023) has resulted in tuition increases at or below measurements of inflation, a trend which we believe may be temporary. This recent experience places downward pressure on longer-term averages shown in the table in Appendix 2. Prior to 2021, materially higher averages were observed (see graph in Appendix 2 for an individual year by year comparison).

In December 2023, The Nevada Board of Regents adopted a 5.0% increase in student registration fees, which was in addition to the scheduled 1.9% increase for the 2024-2025 Academic Year. This resulted in tuition and fees for both University and Community College levels increasing by about 7.0% since the 2023-2024 Academic Year pricing.

While the current long-term assumptions of 4.00% for Community College level and University level institutions is well within recent historical ranges, it is our recommendation to increase the assumption to 4.25% to reflect recent decision making by the Nevada Board of Regents to deviate from the previously scheduled tuition increases.

Any cost impact to valuation results and pricing resulting from the recommended increase in the tuition increase assumption is expected to be offset by a similar recommended increase in the assumed investment return assumption.

**It is our recommendation to increase the long-term tuition increase assumption of 4.00% to 4.25% for Community College and University level institutions, starting with the 2028-2029 Academic Year.**



**The current demographic assumptions were last reviewed in conjunction with the 2017-2022 Experience Study. The assumptions were adopted by the Board of Trustees at the June 2023 Board Meeting. We are not recommending any changes to those assumptions at this time.**

As has been past practice, we are including a brief discussion of the relationship between the funded status of the Program and the risk premium in the pricing, if any.

A risk premium (or margin) is an amount that is added to the price of contracts in excess of the price developed from the actuarial valuation assumptions. There are two kinds of risk premiums: implicit and explicit.

A positive implicit risk premium is created if pricing assumptions differ from valuation assumptions and those pricing assumptions result in higher contract costs. Some examples of implicit risk premiums include:

- The use of spot interest rates for pricing that are lower than the valuation investment return assumption;
- Higher interest rates for payment plans than the valuation investment return assumption;
- Delayed utilization of contracts from projected enrollment year;
- Utilization of University contracts at cheaper Community College level institutions;
- Assuming no probabilities of contracts in the future cancelling/refunding; and
- Using prior year pricing as a floor for the current year's pricing (if otherwise would be lower).

A negative implicit risk premium is created if pricing assumptions differ from valuation assumptions and those pricing assumptions result in lower contract costs. For the 2024-2025 Enrollment Period pricing, no administrative expenses are assumed in the development of the pricing. This results in a negative implicit risk premium.

Explicit risk premiums occur when the calculated costs are increased by an explicit factor (across the board). The total risk premium is the sum of the implicit and explicit risk premiums. If investment and tuition experience is exactly as expected, then the funded status of the program will (over time) exceed 100% by the total risk premium. If the total risk premium is less than the amount the current funded status exceeds 100%, there will be downward pressure on the funded status as more contracts are sold.

**For the development of the 2024-2025 Enrollment Period pricing, we recommend incorporating all applicable valuation assumptions into the Program pricing, eliminating any implicit risk premiums (with exception to those generated as a result of the prior year's pricing used as a floor for the current year's pricing).**

**In the development of Program pricing for 2024-2025 Enrollment Period, no administrative expenses were assumed, which results in a negative risk premium.**

**The magnitude of the risk premium is a matter of policy determined by the Board of trustees.**



The Honorable Zach Conine  
August 2, 2024 – DRAFT  
Page 4

Periodic review of the Program's Funding Policy Guideline is encouraged. We are not recommending any changes to those guidelines at this time.

If you have any questions, please do not hesitate to contact us.

Sincerely,  
Gabriel, Roeder, Smith & Company



James R. Sparks, ASA, FCA, MAAA



Casey Ahlbrandt-Rains, ASA, FCA, MAAA

JRS/CAR:rmn  
Enclosure

cc: Kirsten Van Ry  
Lori Hoover  
Blanca Platt  
Tya Mathis-Coleman



# Nevada Prepaid Tuition Program

## June 30, 2023 Actuarial Valuation Assumptions and June 30, 2024 Proposed Valuation Assumptions

### Price Inflation (Implicit Assumption)

Used in 2023 Valuation	2.50%
Proposed for 2024 Valuation	2.50%

### Assumed Rate of Return, Net of Investment Fees

Used in 2023 Valuation	5.25%
Proposed for 2024 Valuation	5.50%

### Interest Rate for Payment Plans (Program Policy)

Used in 2023 Valuation	6.25%
Proposed for 2024 Valuation	6.25% (may be lowered to 5.50%)

### Assumed Rate of Tuition Increases used for 2023 valuation and 2023/2024 pricing:

- Short-Term

	2024/25	2025/26	2026/27
University Level	1.90%	2.70%	5.20%
Community College Level	1.90%	2.70%	5.20%

- Long-Term (2027/28 & thereafter)

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

### Proposed Assumed Rate of Tuition Increases for 2024 valuation and 2024/2025 pricing:

- Short-Term

	2025/26	2026/27	2027/28*
University Level	2.70%	5.20%	4.00%
Community College Level	2.70%	5.20%	4.00%

- Long-Term (2028/29 & thereafter)

4.25% (University Level)  
4.25% (Community College Level)

\* Based upon the 2023 Update of the Commonfund Higher Education Price Index.

The actual and projected tuition rates for 2024/25 through 2026/27 are shown below and are approximate increases of 2.70% and 5.20% for the 2-year period, respectively. Dollar amounts below are based on the hourly tuition data provided multiplied by 30 credit hours.

	2024/2025	2025/2026	2026/2027
University Level	\$8,430.00	\$8,655.00	\$9,105.00
Community College Level	\$3,712.50	\$3,810.00	\$4,005.00

# Nevada Prepaid Tuition Program

## June 30, 2023 Actuarial Valuation Assumptions and June 30, 2024 Proposed Valuation Assumptions

**Utilization of Credits\*:** Assumed number of credits utilized in a given academic year are based on the following schedule in accordance with the type of contract and the expected payout year:

### Actuarial Valuation Utilization Assumptions

Type of Contract (Date Purchased)	Years Since Expected Matriculation									
	1	2	3	4	5	6	7	8	9	10
4-Year University Contracts	24	24	24	20	15	6	4	3	2	1
2-Year CC Plus 2-Year Univ Contracts	20	20	20	18	12	8	4	3	2	1
2-Year University Contracts	14	14	13	13	10	7	4	3	2	1
2-Year Community College Contracts	14	12	9	6	6	6	4	3	2	1
1-Year Contracts	14	12	10	8	7	6	4	3	2	1

### Pricing Utilization Assumptions

Type of Contract	Years Since Expected Matriculation						Total
	1	2	3	4	5	6	
4-Year Contracts	24	24	24	20	15	13	120
2-Year Contracts	14	14	13	13	6	0	60
1-Year Contracts	14	12	4	0	0	0	30

\* Liabilities are modeled assuming two payments per year (one in mid-September, one in mid-February) for beneficiaries who have matriculated.

For pricing, contract payments are assumed first due on May 15<sup>th</sup>, following the closure of the enrollment period.

# Nevada Prepaid Tuition Program

## June 30, 2023 Actuarial Valuation Assumptions and June 30, 2024 Proposed Valuation Assumptions

**Pre-Matriculation Refunds:** Sum of contract payments into plan. Withdrawal rates at the beginning of each year are based on the following schedule in accordance with the type of contract purchased.

Years of Payment Since Purchase	University Contracts			Community College Contracts <sup>^</sup>		
	Lump Sum	Five-Year Payments	Extended/ 10-Year Pmts	Lump Sum	Five-Year Payments	Extended/ 10-Year Pmts
1	0.50%	3.50%	5.00%	1.00%	4.50%	4.00%
2	0.50%	3.50%	4.25%	1.00%	4.50%	4.00%
3	0.50%	3.00%	3.50%	1.00%	4.50%	4.00%
4	0.50%	1.75%	3.00%	1.00%	3.00%	4.00%
5	0.50%	1.25%	2.50%	1.00%	2.00%	4.00%
6	0.50%	1.00%	2.50%	1.00%	1.00%	4.00%
7	0.50%	0.75%	2.00%	1.00%	1.00%	4.00%
8	0.50%	0.50%	1.75%	1.00%	1.00%	3.25%
9	0.50%	0.50%	1.50%	1.00%	1.00%	2.50%
10	0.50%	0.50%	1.25%	1.00%	1.00%	1.75%
11	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
12	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
13	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
14	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
15	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
16	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
17	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%
18	0.50%	0.50%	1.00%	1.00%	1.00%	1.00%

<sup>^</sup> The 2-Year Community College plus 2-Year University contracts were included with Community College contracts for the purposes of the refund assumption.

**Post-Matriculation Refunds:** Sum of contract payments into plan net of past tuition benefit payouts. Withdrawal rates at the beginning of each year are based on the following schedule in accordance with the year of contract purchase.

Years Since Expected Matriculation	Pre-2010 Contracts	Post-2010 Contracts
1	2.00%	2.00%
2	2.00%	2.00%
3	2.00%	2.00%
4	3.00%	3.00%
5	3.50%	3.50%
6	4.00%	8.00%
7	7.00%	14.00%
8	10.00%	20.00%
9	13.00%	26.00%
10+	100.00%	100.00%

# Nevada Prepaid Tuition Program

## June 30, 2023 Actuarial Valuation Assumptions and June 30, 2024 Proposed Valuation Assumptions

### Other Assumptions

<b>Election of Program Changes:</b>	None.
<b>Election of Change of Beneficiary:</b>	None.
<b>Liability Adjustments for Administrative Expenses:</b>	5.00% for valuation, 0.00% for pricing.  In the past, administrative expenses were paid from outside the trust of the College Savings Endowment Fund.
<b>Contract Terms:</b>	No changes in contract terms are assumed, once initiated.
<b>Timing of Tuition Payments:</b>	Two payments per year (mid-September & mid-February) for beneficiaries who have matriculated
<b>Timing of Refunds:</b>	Middle of the year.
<b>Bias Load:</b>	-5.0% for University contract and 0.0% for Community College contract payouts.

# Nevada Prepaid Tuition Program

## Appendix 1

### Review of Price Inflation

Forward-Looking Price Inflation Forecasts <sup>a</sup>	
<b>Congressional Budget Office<sup>b</sup></b>	
5-Year Annual Average	2.44%
10-Year Annual Average	2.32%
<b>Federal Reserve Bank of Philadelphia<sup>c</sup></b>	
5-Year Annual Average	2.50%
10-Year Annual Average	2.33%
<b>Federal Reserve Bank of Cleveland<sup>d</sup></b>	
10-Year Expectation	2.37%
20-Year Expectation	2.41%
30-Year Expectation	2.46%
<b>Federal Reserve Bank of St. Louis<sup>e</sup></b>	
10-Year Breakeven Inflation	2.26%
20-Year Breakeven Inflation	2.43%
30-Year Breakeven Inflation	2.27%
<b>U.S. Department of the Treasury<sup>f</sup></b>	
10-Year Breakeven Inflation	2.19%
20-Year Breakeven Inflation	2.43%
30-Year Breakeven Inflation	2.27%
50-Year Breakeven Inflation	2.36%
100-Year Breakeven Inflation	2.43%
<b>Social Security Trustees<sup>g</sup></b>	
Ultimate Intermediate Assumption	2.40%

<sup>a</sup>End of the Second Quarter, 2024. Version 2024-07-12 by Gabriel, Roeder, Smith & Company

<sup>b</sup>An Update to the Budget and Economic Outlook: 2024 to 2034 , Release Date: June 2024, Consumer Price Index (CPI-U), Percentage Change from Year to Year, 5-Year Annual Average (2024 - 2028), 10-Year Annual Average (2024 - 2033).

<sup>c</sup>Second Quarter 2024 Survey of Professional Forecasters , Release Date: May 10, 2024, Headline CPI, Annualized Percentage Points, 5-Year Annual Average (2024 - 2028), 10-Year Annual Average (2024 - 2033).

<sup>d</sup>Inflation Expectations, Model output date: June 1, 2024.

<sup>e</sup>The breakeven inflation rate represents a measure of expected inflation derived from X-Year Treasury Constant Maturity Securities and X-Year Treasury Inflation-Indexed Constant Maturity Securities. Observation date: June, 2024.

<sup>f</sup>The Treasury Breakeven Inflation (TBI) Curve, Monthly Average Rates, June, 2024.

<sup>g</sup>The 2024 Annual Report of The Board of Trustees of The Federal Old-Age And Survivors Insurance and Federal Disability Insurance Trust Funds , May 6, 2024, p. 10, Key Assumptions and Summary Measures for Long-Range (75-year) Projections, Intermediate, Consumer Price Index (CPI-W).

# Nevada Prepaid Tuition Program

## Appendix 2

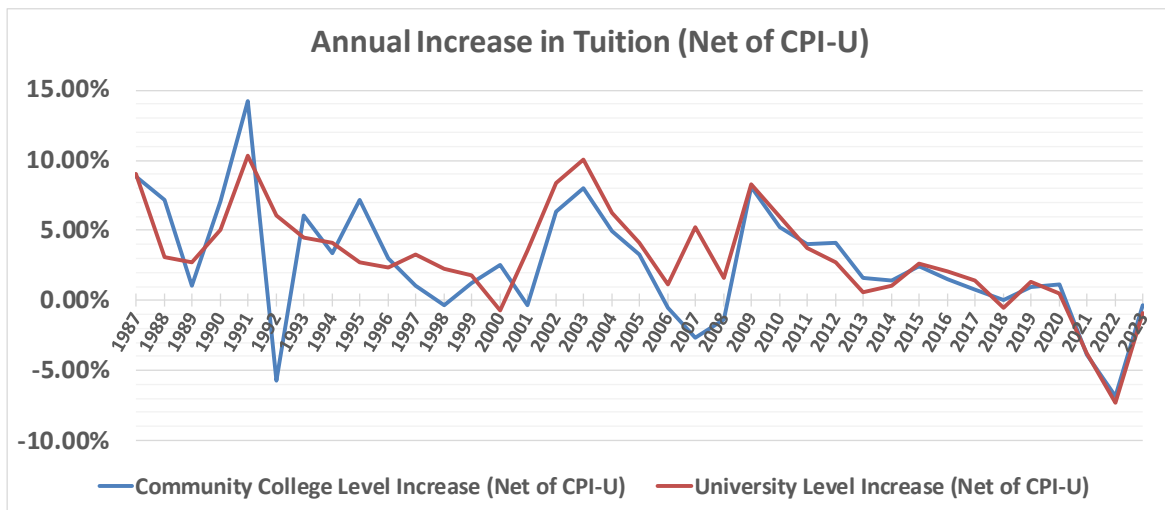
### Historical Tuition Increase Information

Analysis Based on the College Board's Trends in Tuition Data

The College Board	Average Annual Increase Over The...			
	Last 5 Years	Last 10 years	Last 15 Years	Last 20 Years
Community College Level (Gross)*	2.11%	2.45%	3.59%	3.76%
University Level (Gross)*	1.91%	2.39%	3.44%	4.36%
Average CPI-U^	3.90%	2.71%	2.24%	2.57%
Community College Level (Net of CPI-U)	-1.79%	-0.26%	1.35%	1.19%
University Level (Net of CPI-U)	-1.99%	-0.32%	1.20%	1.80%
Recommended Price Inflation Assumption	2.50%	2.50%	2.50%	2.50%
Community College Level (Normalized Gross)	0.71%	2.24%	3.85%	3.69%
University Level (Normalized Gross)	0.51%	2.18%	3.70%	4.30%

\* Data Source: 2023 trends-college-pricing-excel-data.xlsx (Table 3) downloaded from the College Board's website.

^ Based upon Consumer Price Index for All Urban Consumers (CPI-U) from June to June.





# Nevada Prepaid Tuition Program

## Appendix 3

### Historical Tuition Increase Information

Analysis Based on the Higher Education Price Index (HEPI – Table C data from the 2023 update)

Commonfund Higher Education Price Index (HEPI)	Average Annual Increase Over The...			
	Last 5 Years	Last 10 years	Last 15 Years	Last 20 Years
HEPI Index Annual Increase (Gross)*	3.34%	2.90%	2.51%	2.90%
Average CPI-U^	3.90%	2.71%	2.24%	2.57%
HEPI Index Annual Increase (Net of CPI-U)	-0.55%	0.19%	0.27%	0.33%
Recommended Price Inflation Assumption	2.50%	2.50%	2.50%	2.50%
<b>HEPI Index Annual Increase (Normalized Gross)</b>	<b>1.95%</b>	<b>2.69%</b>	<b>2.77%</b>	<b>2.83%</b>

\* Data source: Commonfund Higher Education Price Index | 2023 Update

^ Based upon the Consumer Price Index for All Urban Consumers (CPI-U) from June to June.

# Nevada Prepaid Tuition Program

## Appendix 4

### Review of Investment Return Assumption

Below is a summary of the College Savings Plans of Nevada Board of Trustees' approved asset allocation for the Trust Fund.

Asset Class	Target Allocation
<b><u>Equities</u></b>	
Large Capitalization Stocks	39%
Mid-Capitalization Stocks	7%
Small Capitalization Stocks	4%
<b>Total Equities</b>	<b>50%</b>
Covered Calls	20%
<b><u>Fixed Income</u></b>	
Core Bonds	30%
<b>Total Fund</b>	<b>100%</b>

# Nevada Prepaid Tuition Program

## Appendix 5

### Review of Investment Return Assumption

GRS 2024 CMAM								
Capital Market Assumption Set (CMA)	CMA Expected Nominal Return	CMA Inflation Assumption	Expected Real Return (2)-(3)	Actuary Inflation Assumption	Expected Nominal Return (4)+(5)	Investment Expenses	Expected Nominal Return Net of Expenses (6)-(7)	Standard Deviation of Expected Return (1-Year)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
1	5.44%	2.60%	2.84%	2.50%	5.34%	0.00%	5.34%	11.54%
2	6.12%	2.70%	3.42%	2.50%	5.92%	0.00%	5.92%	11.72%
3	5.98%	2.25%	3.73%	2.50%	6.23%	0.00%	6.23%	11.60%
4	6.34%	2.21%	4.13%	2.50%	6.63%	0.00%	6.63%	12.46%
5	6.52%	2.50%	4.02%	2.50%	6.52%	0.00%	6.52%	11.26%
6	6.65%	2.40%	4.25%	2.50%	6.75%	0.00%	6.75%	10.43%
7	7.02%	2.44%	4.58%	2.50%	7.08%	0.00%	7.08%	11.54%
8	6.98%	2.21%	4.76%	2.50%	7.26%	0.00%	7.26%	12.42%
9	7.40%	2.51%	4.89%	2.50%	7.39%	0.00%	7.39%	11.69%
10	7.35%	2.20%	5.15%	2.50%	7.65%	0.00%	7.65%	12.28%
11	7.29%	2.13%	5.16%	2.50%	7.66%	0.00%	7.66%	12.06%
12	7.72%	2.51%	5.21%	2.50%	7.71%	0.00%	7.71%	11.90%
Average	6.73%	2.39%	4.34%	2.50%	6.84%	0.00%	6.84%	11.74%

GRS 2024 CMAM					
Capital Market Assumption Set (CMA)	Distribution of 10-Year Average Geometric Net Nominal Return			Probability of exceeding	Probability of exceeding
	40th	50th	60th	5.25%	5.50%
(1)	(2)	(3)	(4)	(5)	(6)
1	3.80%	4.71%	5.63%	44.10%	41.40%
2	4.35%	5.28%	6.21%	50.27%	47.56%
3	4.69%	5.60%	6.53%	53.89%	51.14%
4	4.92%	5.91%	6.90%	56.72%	54.17%
5	5.03%	5.93%	6.82%	57.61%	54.81%
6	5.42%	6.24%	7.08%	61.95%	58.99%
7	5.55%	6.47%	7.39%	63.25%	60.59%
8	5.57%	6.55%	7.54%	63.18%	60.70%
9	5.84%	6.76%	7.69%	66.09%	63.53%
10	5.98%	6.95%	7.93%	67.25%	64.83%
11	6.04%	6.99%	7.95%	67.86%	65.42%
12	6.12%	7.06%	8.01%	68.78%	66.33%
Average	5.28%	6.20%	7.14%	60.08%	57.46%
Current CMAM average over 20- to 30-year horizon		6.37%			

# DRAFT

## Nevada Prepaid Tuition Program

2024-2025 Pricing for 4-year University Contract									
2024/2025 Tuition per credit hour		\$ 281.00							
2024/2025 Tuition for 30 credit hours		\$ 8,430.00							
Valuation's Bias Load Assumption		-5.00%						Estimated	
Valuation's Investment Return Assumption		5.50%						Total	
Valuation's Admin Expense Assumption		5.00%						Risk Margin	
Pricing's Explicit Risk Premium (Added Risk Margin)		0.00%						Average	-3.52%
Year	Tuition Increase Assumption	Projected Tuition Per Credit Hour	Discounted Tuition*	4-Year University Contract					
2024		\$ 281.00		Grade/Age at Purchase	Raw Cost for 120 Credit Hours	Present Value of Benefits & Expenses	2023/2024 Price	2024/2025 Proposed Price†	Estimated Total Risk Margin
2025	2.70%	288.50		9th Grade	\$ 32,092	\$ 31,024	\$ 28,055	\$ 29,547	5.3%
2026	5.20%	303.50		8th Grade	31,712	30,447	27,722	28,997	4.6%
2027	4.00%	315.64		7th Grade	31,336	29,891	27,393	28,468	3.9%
2028	4.25%	329.05	\$ 272.23	6th Grade	30,965	29,340	27,067	27,943	3.2%
2029	4.25%	343.04	269.01	5th Grade	30,598	28,817	26,746	27,445	2.6%
2030	4.25%	357.62	265.82	4th Grade	30,235	28,317	26,428	26,969	2.0%
2031	4.25%	372.82	262.67	3rd Grade	29,877	27,830	26,114	26,505	1.5%
2032	4.25%	388.66	259.56	2nd Grade	29,523	27,358	25,804	26,055	1.0%
2033	4.25%	405.18	256.48	1st Grade	29,173	26,903	25,498	25,622	0.5%
2034	4.25%	422.40	253.45	Kindergarten	28,828	26,452	25,195	25,195	0.0%
2035	4.25%	440.35	250.44	Age 4	28,486	26,007	24,984	24,984	0.0%
2036	4.25%	459.07	247.48	Age 3	28,149	25,566	24,925	24,925	0.0%
2037	4.25%	478.58	244.54	Age 2	27,815	25,131	24,865	24,865	0.0%
2038	4.25%	498.92	241.65	Age 1	27,486	24,702	24,806	24,806	0.0%
2039	4.25%	520.12	238.78	Newborn	27,160	24,278	24,747	24,747	0.0%
2040	4.25%	542.23	235.95						
2041	4.25%	565.27	233.16						
2042	4.25%	589.30	230.40						
2043	4.25%	614.34	227.67						
2044	4.25%	640.45	224.97						
2045	4.25%	667.67	222.30						
2046	4.25%	696.04	219.67						
2047	4.25%	725.63	217.07						

\* Discounting assumes half the tuition is payable in mid-September (4 months after May 15th) and half is payable in mid-February (9 months after May 15th).

† Equals the greater of the prior year's price and the Present Value of Benefits & Expenses / (1 + Valuation's Admin Expense Assumption) x (1 + Pricing's Explicit Risk Premium).

### Additional Notes:

- The raw cost calculations are present value estimates of program benefits assuming no refunds, biases, administrative expenses and utilization of 30 credits per year.  
For example: the 9th Grade Raw Cost for 120 Credit Hours is \$272.23 x 30 + \$269.01 x 30 + \$265.82 x 30 + \$262.67 x 30 = \$32,092
- The present value of benefits & expenses incorporates refund, bias, admin expense and credit utilization assumptions proposed for the June 30, 2024 actuarial valuation.
- The 2024/2025 proposed price is developed based upon the present value of benefits, excluding administrative expenses.
- The 2023/2024 price is used a floor for the 2024/2025 proposed price (if applicable). If applicable, this will generate an implicit risk premium.
- The estimated total risk margin is % difference between the 2024/2025 proposed price and the present value of benefits & expenses.



# DRAFT

## Nevada Prepaid Tuition Program

2024-2025 Pricing for 2-year University Contract										
2024/2025 Tuition per credit hour			\$ 281.00							
2024/2025 Tuition for 30 credit hours			\$ 8,430.00							
Valuation's Bias Load Assumption			-5.00%						Estimated	
Valuation's Investment Return Assumption			5.50%						Total	
Valuation's Admin Expense Assumption			5.00%						Risk Margin	
Pricing's Explicit Risk Premium (Added Risk Margin)			0.00%						Average	-3.88%
				2-Year University Contract						
Year	Tuition Increase Assumption	Projected Tuition Per Credit Hour	Discounted Tuition*							
2024		\$ 281.00			Raw Cost for 60	Present Value of				
2025	2.70%	288.50			Credit	Benefits &		2024/2025		Estimated
2026	5.20%	303.50		Grade/Age at	Hours	Expenses	2023/2024	Proposed	YoY	Total
2027	4.00%	315.64		Purchase			Price	Price†	Increase	Risk Margin
2028	4.25%	329.05	\$ 272.23	9th Grade	\$ 16,237	\$ 15,652	\$ 14,098	\$ 14,907	5.7%	-4.76%
2029	4.25%	343.04	269.01	8th Grade	16,045	15,367	13,931	14,635	5.1%	-4.76%
2030	4.25%	357.62	265.82	7th Grade	15,855	15,093	13,765	14,374	4.4%	-4.76%
2031	4.25%	372.82	262.67	6th Grade	15,667	14,821	13,602	14,115	3.8%	-4.76%
2032	4.25%	388.66	259.56	5th Grade	15,481	14,562	13,440	13,869	3.2%	-4.76%
2033	4.25%	405.18	256.48	4th Grade	15,298	14,313	13,281	13,631	2.6%	-4.76%
2034	4.25%	422.40	253.45	3rd Grade	15,117	14,071	13,123	13,401	2.1%	-4.76%
2035	4.25%	440.35	250.44	2nd Grade	14,938	13,837	12,967	13,178	1.6%	-4.76%
2036	4.25%	459.07	247.48	1st Grade	14,761	13,610	12,813	12,962	1.2%	-4.76%
2037	4.25%	478.58	244.54	Kindergarten	14,586	13,385	12,661	12,748	0.7%	-4.76%
2038	4.25%	498.92	241.65	Age 4	14,413	13,163	12,510	12,536	0.2%	-4.76%
2039	4.25%	520.12	238.78	Age 3	14,242	12,943	12,474	12,474	0.0%	-3.62%
2040	4.25%	542.23	235.95	Age 2	14,073	12,725	12,445	12,445	0.0%	-2.20%
2041	4.25%	565.27	233.16	Age 1	13,907	12,510	12,415	12,415	0.0%	-0.76%
2042	4.25%	589.30	230.40	Newborn	13,742	12,297	12,385	12,385	0.0%	0.72%
2043	4.25%	614.34	227.67							
2044	4.25%	640.45	224.97							
2045	4.25%	667.67	222.30							
2046	4.25%	696.04	219.67							
2047	4.25%	725.63	217.07							

\* Discounting assumes half the tuition is payable in mid-September (4 months after May 15th) and half is payable in mid-February (9 months after May 15th).

† Equals the greater of the prior year's price and the Present Value of Benefits & Expenses / (1 + Valuation's Admin Expense Assumption) x (1 + Pricing's Explicit Risk Premium).

### Additional Notes:

-The raw cost calculations are present value estimates of program benefits assuming no refunds, biases, administrative expenses and utilization of 30 credits per year.

For example: the 9th Grade Raw Cost for 60 Credit Hours is \$272.23 x 30 + \$269.01 x 30 = \$16,237

-The present value of benefits & expenses incorporates refund, bias, admin expense and credit utilization assumptions proposed for the June 30, 2024 actuarial valuation.

-The 2024/2025 proposed price is developed based upon the present value of benefits, excluding administrative expenses.

-The 2023/2024 price is used a floor for the 2024/2025 proposed price (if applicable). If applicable, this will generate an implicit risk premium.

-The estimated total risk margin is % difference between the 2024/2025 proposed price and the present value of benefits & expenses.



# DRAFT

## Nevada Prepaid Tuition Program

2024-2025 Pricing for 1-year University Contract										
2024/2025 Tuition per credit hour		\$ 281.00								
2024/2025 Tuition for 30 credit hours		\$ 8,430.00								
Valuation's Bias Load Assumption		-5.00%								
Valuation's Investment Return Assumption		5.50%								Estimated Total
Valuation's Admin Expense Assumption		5.00%								Risk Margin
Pricing's Explicit Risk Premium (Added Risk Margin)		0.00%								Average -4.41%
Year	Tuition Increase Assumption	Projected Tuition Per Credit Hour	Discounted Tuition*	1-Year University Contract						
				Grade/Age at Purchase	Raw Cost for 30 Credit Hours	Present Value of Benefits & Expenses	2023/2024 Price	2024/2025 Proposed Price†	YoY Increase	Estimated Total Risk Margin
2024		\$ 281.00								
2025	2.70%	288.50								
2026	5.20%	303.50								
2027	4.00%	315.64								
2028	4.25%	329.05	\$ 272.23	9th Grade	\$ 8,167	\$ 7,976	\$ 7,137	\$ 7,596	6.4%	-4.76%
2029	4.25%	343.04	269.01	8th Grade	8,070	7,839	7,053	7,466	5.9%	-4.76%
2030	4.25%	357.62	265.82	7th Grade	7,975	7,706	6,969	7,339	5.3%	-4.76%
2031	4.25%	372.82	262.67	6th Grade	7,880	7,573	6,886	7,212	4.7%	-4.77%
2032	4.25%	388.66	259.56	5th Grade	7,787	7,446	6,804	7,091	4.2%	-4.77%
2033	4.25%	405.18	256.48	4th Grade	7,695	7,324	6,724	6,975	3.7%	-4.77%
2034	4.25%	422.40	253.45	3rd Grade	7,603	7,205	6,644	6,862	3.3%	-4.76%
2035	4.25%	440.35	250.44	2nd Grade	7,513	7,089	6,565	6,751	2.8%	-4.77%
2036	4.25%	459.07	247.48	1st Grade	7,424	6,977	6,487	6,645	2.4%	-4.76%
2037	4.25%	478.58	244.54	Kindergarten	7,336	6,865	6,410	6,538	2.0%	-4.76%
2038	4.25%	498.92	241.65	Age 4	7,249	6,754	6,334	6,432	1.5%	-4.77%
2039	4.25%	520.12	238.78	Age 3	7,163	6,645	6,263	6,329	1.1%	-4.76%
2040	4.25%	542.23	235.95	Age 2	7,079	6,536	6,248	6,248	0.0%	-4.41%
2041	4.25%	565.27	233.16	Age 1	6,995	6,428	6,233	6,233	0.0%	-3.03%
2042	4.25%	589.30	230.40	Newborn	6,912	6,321	6,219	6,219	0.0%	-1.61%
2043	4.25%	614.34	227.67							
2044	4.25%	640.45	224.97							
2045	4.25%	667.67	222.30							
2046	4.25%	696.04	219.67							
2047	4.25%	725.63	217.07							

\* Discounting assumes half the tuition is payable in mid-September (4 months after May 15th) and half is payable in mid-February (9 months after May 15th).

† Equals the greater of the prior year's price and the Present Value of Benefits & Expenses / (1 + Valuation's Admin Expense Assumption) x (1 + Pricing's Explicit Risk Premium).

### Additional Notes:

-The raw cost calculations are present value estimates of program benefits assuming no refunds, biases, administrative expenses and utilization of 30 credits per year.

For example: the 9th Grade Raw Cost for 30 Credit Hours is \$272.23 x 30 = \$8,167

-The present value of benefits & expenses incorporates refund, bias, admin expense and credit utilization assumptions proposed for the June 30, 2024 actuarial valuation.

-The 2024/2025 proposed price is developed based upon the present value of benefits, excluding administrative expenses.

-The 2023/2024 price is used a floor for the 2024/2025 proposed price (if applicable). If applicable, this will generate an implicit risk premium.

-The estimated total risk margin is % difference between the 2024/2025 proposed price and the present value of benefits & expenses.



# DRAFT

## Nevada Prepaid Tuition Program

2024-2025 Pricing for 2-year Community College									
2024/2025 Tuition per credit hour		\$ 123.75							
2024/2025 Tuition for 30 credit hours		\$ 3,712.50							
Valuation's Bias Load Assumption		0.00%						Estimated	
Valuation's Investment Return Assumption		5.50%						Total	
Valuation's Admin Expense Assumption		5.00%						Risk Margin	
Pricing's Explicit Risk Premium (Added Risk Margin)		0.00%						Average	-4.29%
Year	Tuition Increase Assumption	Projected Tuition Per Credit Hour	Discounted Tuition*	2-Year Community College Contract					
2024		\$ 123.75		Grade/Age at Purchase	Raw Cost for 60 Credit Hours	Present Value of Benefits & Expenses	2023/2024 Price	2024/2025 Proposed Price†	Estimated Total Risk Margin
2025	2.70%	127.00		9th Grade	\$ 7,142	\$ 7,204	\$ 6,209	\$ 6,861	10.5%
2026	5.20%	133.50		8th Grade	7,058	7,040	6,135	6,705	9.3%
2027	4.00%	138.84		7th Grade	6,974	6,877	6,062	6,550	8.1%
2028	4.25%	144.74	\$ 119.75	6th Grade	6,891	6,719	5,990	6,399	6.8%
2029	4.25%	150.89	118.33	5th Grade	6,810	6,558	5,919	6,246	5.5%
2030	4.25%	157.31	116.93	4th Grade	6,729	6,407	5,849	6,102	4.3%
2031	4.25%	163.99	115.54	3rd Grade	6,649	6,266	5,779	5,968	3.3%
2032	4.25%	170.96	114.17	2nd Grade	6,571	6,138	5,711	5,846	2.4%
2033	4.25%	178.23	112.82	1st Grade	6,493	6,022	5,643	5,735	1.6%
2034	4.25%	185.80	111.48	Kindergarten	6,416	5,907	5,576	5,626	0.9%
2035	4.25%	193.70	110.16	Age 4	6,340	5,793	5,510	5,517	0.1%
2036	4.25%	201.93	108.86	Age 3	6,265	5,680	5,444	5,444	0.0%
2037	4.25%	210.51	107.57	Age 2	6,190	5,569	5,380	5,380	0.0%
2038	4.25%	219.46	106.29	Age 1	6,117	5,459	5,316	5,316	0.0%
2039	4.25%	228.78	105.03	Newborn	6,045	5,351	5,252	5,252	0.0%
2040	4.25%	238.51	103.79						
2041	4.25%	248.64	102.56						
2042	4.25%	259.21	101.34						
2043	4.25%	270.23	100.14						
2044	4.25%	281.71	98.96						
2045	4.25%	293.69	97.78						
2046	4.25%	306.17	96.63						
2047	4.25%	319.18	95.48						

\* Discounting assumes half the tuition is payable in mid-September (4 months after May 15th) and half is payable in mid-February (9 months after May 15th).

† Equals the greater of the prior year's price and the Present Value of Benefits & Expenses / (1 + Valuation's Admin Expense Assumption) x (1 + Pricing's Explicit Risk Premium).

### Additional Notes:

-The raw cost calculations are present value estimates of program benefits assuming no refunds, biases, administrative expenses and utilization of 30 credits per year.

For example: the 9th Grade Raw Cost for 60 Credit Hours is \$119.75 x 30 + \$118.33 x 30 = \$7,142

-The present value of benefits & expenses incorporates refund, bias, admin expense and credit utilization assumptions proposed for the June 30, 2024 actuarial valuation.

-The 2024/2025 proposed price is developed based upon the present value of benefits, excluding administrative expenses.

-The 2023/2024 price is used a floor for the 2024/2025 proposed price (if applicable). If applicable, this will generate an implicit risk premium.

-The estimated total risk margin is % difference between the 2024/2025 proposed price and the present value of benefits & expenses.



# DRAFT

## Nevada Prepaid Tuition Program

2024-2025 Pricing for 2-year Community College + 2-year University Contract													
			CC.		Univ.								
2024/2025 Tuition per credit hour			\$ 123.75		\$ 281.00								
2024/2025 Tuition for 30 credit hours			\$ 3,712.50		\$ 8,430.00								
Valuation's Bias Load Assumption			0.00%		-5.00%								
Valuation's Investment Return Assumption			5.50%				Estimated						
Valuation's Admin Expense Assumption			5.00%				Total						
Pricing's Explicit Risk Premium (Added Risk Margin)			0.00%				Risk Margin						
							Average						
							-3.18%						
		Tuition Increase Assumption		Projected Tuition Per Credit Hour		Discounted Tuition*							
Year	CC.	Univ.	CC.	Univ.	CC.	Univ.	2 Years Community College + 2 Years University Contract						
2024			\$ 123.75	\$ 281.00				Raw Cost for 120 Credit Hours	Present Value of Benefits & Expenses	2023/2024 Price	2024/2025 Proposed Price†	YoY Increase	Estimated Total Risk Margin
2025	2.70%	2.70%	127.00	288.50			9th Grade	\$ 22,997	\$ 22,239	\$ 20,080	\$ 21,180	5.5%	-4.76%
2026	5.20%	5.20%	133.50	303.50			8th Grade	22,725	21,775	19,841	20,738	4.5%	-4.76%
2027	4.00%	4.00%	138.84	315.64			7th Grade	22,455	21,322	19,606	20,307	3.6%	-4.76%
2028	4.25%	4.25%	144.74	329.05	\$ 119.75	\$ 272.23	6th Grade	22,189	20,878	19,373	19,884	2.6%	-4.76%
2029	4.25%	4.25%	150.89	343.04	118.33	269.01	5th Grade	21,926	20,442	19,143	19,469	1.7%	-4.76%
2030	4.25%	4.25%	157.31	357.62	116.93	265.82	4th Grade	21,667	20,027	18,915	19,073	0.8%	-4.76%
2031	4.25%	4.25%	163.99	372.82	115.54	262.67	3rd Grade	21,410	19,635	18,691	18,700	0.0%	-4.76%
2032	4.25%	4.25%	170.96	388.66	114.17	259.56	2nd Grade	21,156	19,266	18,469	18,469	0.0%	-4.14%
2033	4.25%	4.25%	178.23	405.18	112.82	256.48	1st Grade	20,906	18,922	18,249	18,249	0.0%	-3.56%
2034	4.25%	4.25%	185.80	422.40	111.48	253.45	Kindergarten	20,658	18,581	18,033	18,033	0.0%	-2.95%
2035	4.25%	4.25%	193.70	440.35	110.16	250.44	Age 4	20,413	18,245	17,818	17,818	0.0%	-2.34%
2036	4.25%	4.25%	201.93	459.07	108.86	247.48	Age 3	20,171	17,912	17,607	17,607	0.0%	-1.70%
2037	4.25%	4.25%	210.51	478.58	107.57	244.54	Age 2	19,932	17,583	17,398	17,398	0.0%	-1.05%
2038	4.25%	4.25%	219.46	498.92	106.29	241.65	Age 1	19,696	17,258	17,247	17,247	0.0%	-0.06%
2039	4.25%	4.25%	228.78	520.12	105.03	238.78	Newborn	19,463	16,938	17,171	17,171	0.0%	1.38%
2040	4.25%	4.25%	238.51	542.23	103.79	235.95							
2041	4.25%	4.25%	248.64	565.27	102.56	233.16							
2042	4.25%	4.25%	259.21	589.30	101.34	230.40							
2043	4.25%	4.25%	270.23	614.34	100.14	227.67							
2044	4.25%	4.25%	281.71	640.45	98.96	224.97							
2045	4.25%	4.25%	293.69	667.67	97.78	222.30							
2046	4.25%	4.25%	306.17	696.04	96.63	219.67							
2047	4.25%	4.25%	319.18	725.63	95.48	217.07							



## **Nevada Prepaid Tuition Program 2025 Fee Chart**

<b><u>Enrollment Fee</u></b>	<b>\$100</b>
Fee charged for application processing and administration of contracts	
<b><u>Dishonored Payment Fee</u></b>	<b>\$25</b>
Payments returned by a financial institution unpaid	
<b><u>Late Payment for Monthly Contract Payments</u></b>	<b>\$15</b>
Assessed on monthly payments not received within the 15 day grace period	
<b><u>Delinquency Fee Rate</u></b>	<b>6.25%</b>
Assessed on any unpaid delinquent balance over 90 days	
<b><u>Late Payment Fee - Lump Sum Purchase</u></b>	<b>\$15 the first month</b>
Additional 1% of balance including outstanding fees for each additional 30 day period	
<b><u>Termination Fee</u></b>	<b>\$100</b>
Fee charged for cancellation of a contract (involuntary and voluntary)	
<b><u>Fraud Penalty</u></b>	<b>\$250</b>
Penalty for submitting fraudulent information on an Open Enrollment Form	
<b><u>Payment Option Change Fee</u></b>	<b>\$20</b>
Fee charged for change in payment option (i.e., monthly to extended monthly, etc.)	
<b><u>Change of Tuition Plan Fee</u></b>	<b>\$20</b>
Fee charged for changing the type of Prepaid Tuition plan originally purchased.	
<b><u>Change of Purchaser Fee</u></b>	<b>\$20</b>
Fee charged to change the Purchaser on a Prepaid Tuition contract (waived due to death)	
<b><u>Change of Beneficiary Fee</u></b>	<b>\$20</b>
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)	
<b><u>Document Replacement Fee</u></b>	<b>\$7</b>
Fee charged for Coupon Book, Welcome Pack, or Student Handbook replacement	
<b><u>Private/Out-of-State School Processing Fee</u></b>	<b>\$25</b>
Fee charged to establish third-party billing at an institution for a qualified beneficiary to a private and/or out-of-state school	
<b><u>Interest on Refund</u></b>	<b>0%</b>
<b><u>Interest on Monthly Payment Option</u></b>	<b>6.25%</b>
Rate of interest charged to contracts purchased in 2025 enrollment, paid in monthly installments	
<b><u>Early Pay-Off Discount</u></b>	<b>6.25%</b>
Rate of discount given when paying off the balance of a Prepaid Tuition monthly installment contract with a lump sum payment	

THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 10**  
**September 27, 2024**

**Item: Nevada Prepaid Tuition 2025 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 2025 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, ~~2023~~2024

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 ~~23,627~~ 23,922 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 increase for a person with a 2- or 4-year degree versus one with a high school diploma are \$~~3,744~~8,268 and \$~~24,336~~30,888, respectively. Additionally, some level of post-secondary education is increasingly important here in Nevada, with an estimated ~~61~~0% of all jobs requiring higher education by ~~2025~~2031. 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 ~~2003-2004~~ and in 201~~34~~1 for a newborn. The chart also shows the price a family would pay for the same tuition under current prices.

Plan type	<del>2003-2004</del> Cost Lump Sum	<del>2013-2014</del> Cost Lump Sum	<del>2022-2023</del> 2023-2024 Nevada in-state cost of tuition
4-year University (120 credits)	<del>\$11,550</del> 13,650	\$22,150	\$31,500
2-year Community College (60 credits)	<del>\$2,720</del> 3,125	<del>\$4,300</del> 4,318	\$6,930

Nevada Prepaid Tuition plans are available for purchase during the Program's annual open enrollment period, which runs from November 1, ~~2023~~2024 to April 15, ~~2024~~2025. To enroll or to learn more about the Nevada Prepaid Tuition Program, please visit our website at: [www.NVPrepaid.gov](http://www.NVPrepaid.gov) or call the Program directly at: 702-486-2025.

The State ~~Treasurer's Office~~Treasury 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](mailto:CollegeSavings@Nevadatreasurer.gov).

Sincerely,

Zach Conine  
Nevada State Treasurer

**CARSON CITY OFFICE**  
101 N. Carson Street, Suite 4  
Carson City, Nevada 89701-4786  
(775) 684-5600 Telephone  
(775) 684-5623 Fax

**STATE TREASURER PROGRAMS**  
Millennium Scholarship Program  
Nevada Prepaid Tuition Program  
Unclaimed Property  
~~Upromise-529~~ College ~~Fund-529~~Savings  
Plans

**LAS VEGAS OFFICE**  
~~555 E. Washington Avenue, Suite 5200~~ State of  
~~Nevada Way, 4<sup>th</sup> Floor~~  
Las Vegas, Nevada 8911904-1074  
(702) 486-2025 Telephone  
(702) 486-3246 Fax

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# Introduction<sup>1</sup>

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](http://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.

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

Contracts and Pricing: 2024-2025 Enrollment

Now in its 26<sup>th</sup> 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 2024-2025 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 2024-2025 enrollment period, which ends April 15, 2025, your first payment will be due May 15, 2025.

2025 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	\$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

<b>Lump Sum Payment Option</b>					
<b>1 Time Payment</b>					
<u>Age/ Grade</u>	<u>4 Year University</u>	<u>2 Year University</u>	<u>1 Year University</u>	<u>2 Year Community College</u>	<u>2 Year Community + 2 Year University</u>
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	\$6,329	\$5,444	\$17,607
Age 4/5*	\$24,984	\$12,536	\$6,432	\$5,517	\$17,818
K	\$25,195	\$12,748	\$6,538	\$5,626	\$18,033
1st	\$25,622	\$12,962	\$6,645	\$5,735	\$18,249
2nd	\$26,055	\$13,178	\$6,751	\$5,846	\$18,469
3rd	\$26,505	\$13,401	\$6,862	\$5,968	\$18,700
4th	\$26,969	\$13,631	\$6,975	\$6,102	\$19,073
5th	\$27,445	\$13,869	\$7,091	\$6,246	\$19,469
6th	\$27,943	\$14,115	\$7,212	\$6,399	\$19,884
7th	\$28,468	\$14,374	\$7,339	\$6,550	\$20,307
8th	\$28,997	\$14,635	\$7,466	\$6,705	\$20,738
9th	\$29,547	\$14,907	\$7,596	\$6,861	\$21,180

\*Five-year-olds not yet in Kindergarten as of August 1, 2024, will follow the Age 4/5 pricing. [Contact the](#)

<b>Extended Monthly Payment Option</b>						
<b>Monthly Payments Until High School Graduation</b>						
<u>Age/ Grade</u>	<u>Number of Payments</u>	<u>4 Year University</u>	<u>2 Year University</u>	<u>1 Year University</u>	<u>2 Year Community College</u>	<u>2 Year Community + 2 Year University</u>
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

**Extended Monthly Payment Option**  
**Monthly Payments Until High School Graduation**



<u>Age/ Grade</u>	<u>Number of Payments</u>	<u>4 Year University</u>	<u>2 Year University</u>	<u>1 Year University</u>	<u>2 Year Community College</u>	<u>2 Year Community + 2 Year University</u>
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	\$57	\$49	\$155
Age 4/5*	159	\$230	\$116	\$60	\$52	\$164
K	147	\$244	\$124	\$64	\$56	\$175
1st	135	\$263	\$134	\$69	\$60	\$187
2nd	123	\$285	\$145	\$75	\$65	\$203
3rd	111	\$313	\$159	\$82	\$72	\$221
4th	99	\$347	\$176	\$91	\$80	\$246
5th	87	\$390	\$198	\$102	\$90	\$277
6th	75	\$448	\$227	\$117	\$104	\$319
7th	63	\$528	\$267	\$137	\$123	\$377
8th	51	\$645	\$326	\$167	\$150	\$462
9th	39	\$834	\$422	\$216	\$195	\$598

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

<b>5 Year Payment Option</b>					
<b>60 Equal Monthly Payments</b>					
<u>Age/ Grade</u>	<u>4 Year University</u>	<u>2 Year University</u>	<u>1 Year University</u>	<u>2 Year Community College</u>	<u>2 Year Community + 2 Year University</u>
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

<b>5 Year Payment Option</b>					
<b><del>60 Equal</del>60 Equal Monthly Payments</b>					
<u>Age/ Grade</u>	<u>4 Year University</u>	<u>2 Year University</u>	<u>1 Year University</u>	<u>2 Year Community College</u>	<u>2 Year Community + 2 Year University</u>
Newborn	\$478	\$240	\$121	\$103	\$332
Age 1	\$479	\$241	\$122	\$104	\$334
Age 2	\$481	\$241	\$122	\$105	\$337
Age 3	\$482	\$242	\$123	\$106	\$341

<u>Age 4/5*</u>	<u>\$483</u>	<u>\$243</u>	<u>\$125</u>	<u>\$108</u>	<u>\$345</u>
<u>K</u>	<u>\$487</u>	<u>\$247</u>	<u>\$127</u>	<u>\$110</u>	<u>\$349</u>
<u>1st</u>	<u>\$495</u>	<u>\$251</u>	<u>\$130</u>	<u>\$112</u>	<u>\$353</u>
<u>2nd</u>	<u>\$504</u>	<u>\$255</u>	<u>\$132</u>	<u>\$114</u>	<u>\$357</u>
<u>3rd</u>	<u>\$512</u>	<u>\$260</u>	<u>\$134</u>	<u>\$116</u>	<u>\$362</u>
<u>4th</u>	<u>\$521</u>	<u>\$264</u>	<u>\$136</u>	<u>\$119</u>	<u>\$369</u>
<u>5th</u>	<u>\$530</u>	<u>\$269</u>	<u>\$138</u>	<u>\$122</u>	<u>\$377</u>
<u>6th</u>	<u>\$540</u>	<u>\$273</u>	<u>\$140</u>	<u>\$125</u>	<u>\$385</u>
<u>7th</u>	<u>\$550</u>	<u>\$278</u>	<u>\$143</u>	<u>\$128</u>	<u>\$393</u>

<b>10 Year Payment Option</b> <b>120 Equal Monthly Payments</b>					
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

<b>10 Year Payment Option</b> <del>120 Equal</del> <b>120 Equal Monthly Payments</b>					
<u>Age/ Grade</u>	<u>4 Year University</u>	<u>2 Year University</u>	<u>1 Year University</u>	<u>2 Year Community College</u>	<u>2 Year Community + 2 Year University</u>
<u>Newborn</u>	<u>\$276</u>	<u>\$139</u>	<u>\$70</u>	<u>\$60</u>	<u>\$192</u>
<u>Age 1</u>	<u>\$276</u>	<u>\$139</u>	<u>\$71</u>	<u>\$60</u>	<u>\$193</u>
<u>Age 2</u>	<u>\$277</u>	<u>\$139</u>	<u>\$71</u>	<u>\$61</u>	<u>\$194</u>
<u>Age 3</u>	<u>\$278</u>	<u>\$140</u>	<u>\$72</u>	<u>\$62</u>	<u>\$197</u>
<u>Age 4/5*</u>	<u>\$278</u>	<u>\$140</u>	<u>\$73</u>	<u>\$63</u>	<u>\$199</u>
<u>K</u>	<u>\$281</u>	<u>\$143</u>	<u>\$74</u>	<u>\$64</u>	<u>\$201</u>
<u>1st</u>	<u>\$286</u>	<u>\$145</u>	<u>\$75</u>	<u>\$65</u>	<u>\$204</u>
<u>2nd</u>	<u>\$290</u>	<u>\$148</u>	<u>\$76</u>	<u>\$66</u>	<u>\$206</u>

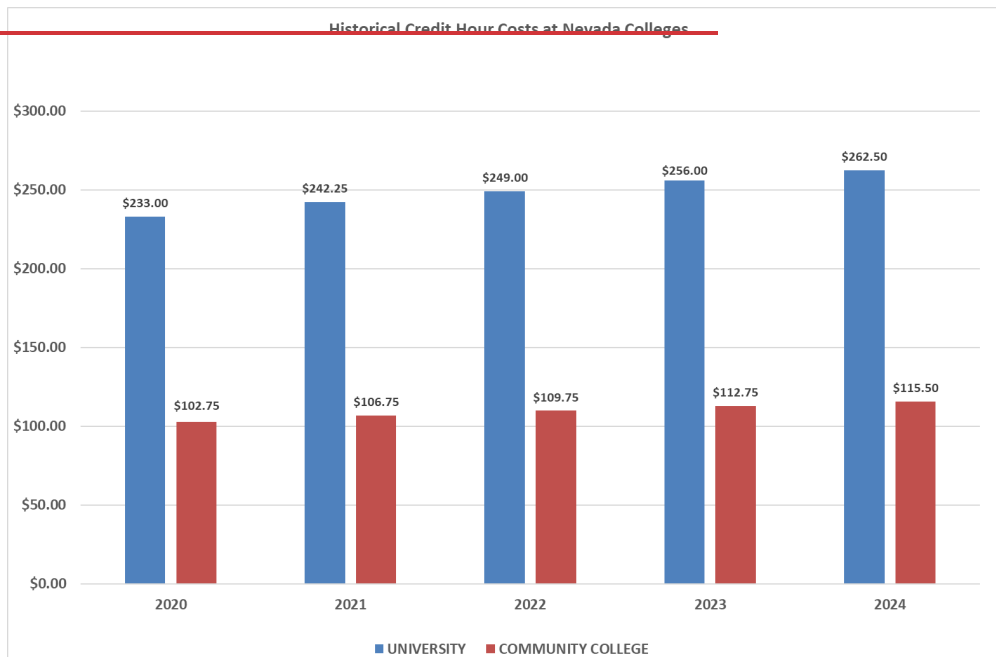
\*Five-year olds not in Kindergarten as of August 1, 2024<sup>1</sup> will follow the Age 4/5 pricing.  
Contact the Program office for assistance if you are unsure of the child's age/grade.

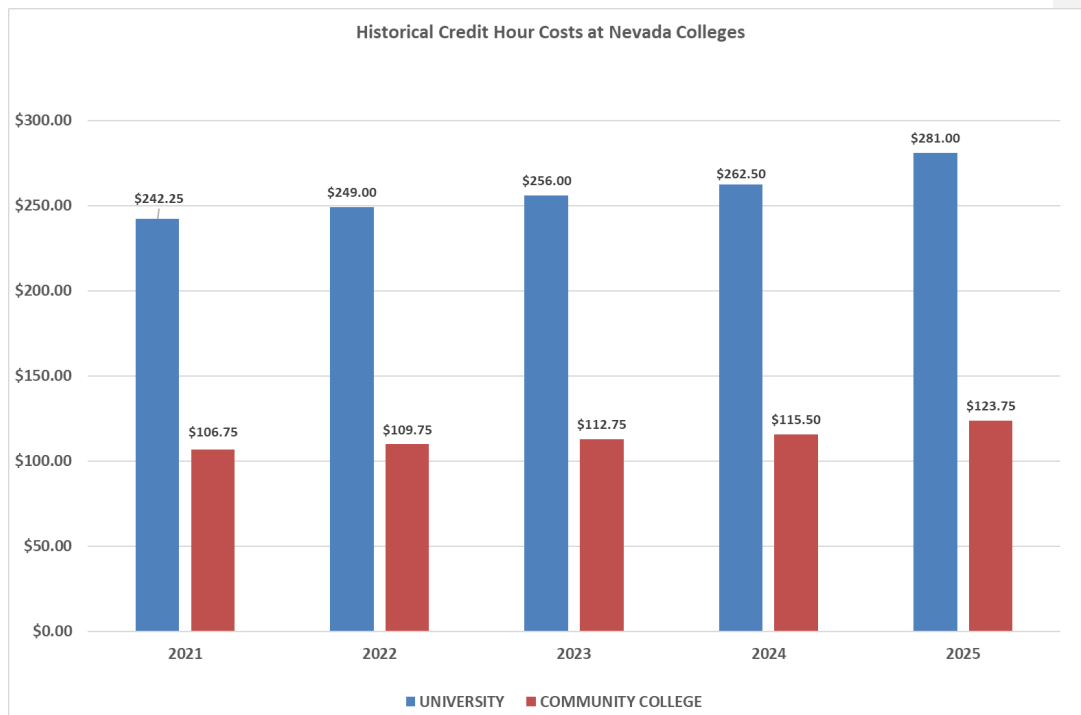
## How Pricing is Determined

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](http://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](http://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](http://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](http://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](http://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](http://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, ~~2022~~-2023 the actuarial study determined that the Program was ~~189.7227~~.5% 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 52001 State of Nevada Way, 4<sup>th</sup> Floor~~

Las Vegas, NV ~~89101~~89119

Fax: 702-486-3246 Email: [PrepaidTuition@nevadatreasurer.gov](mailto:PrepaidTuition@nevadatreasurer.gov)

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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](http://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 ~~\$1718,000~~/~~\$3436,000~~ (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 ~~\$8590,000~~ (or ~~\$170180,000~~ for a married couple) in 2024<sup>3</sup>. 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](http://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~~ [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](http://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 [2024-2025](#) enrollment period, Contracts may be purchased between November 1, [2024](#), and April 15, [2024-2025](#).

### 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, 2023<sup>22</sup>. The Report can be viewed at [www.NVPrepaid.gov](http://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> 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:

# 2024-2025 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](http://www.fafsa.ed.gov) <https://studentaid.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. "Giftoer"** 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. "Roth IRA Rollover"** Contributions from a Qualified or Non-qualified Refund transferred to a qualified Roth IRA for the same Beneficiary.

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

**WW. "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.

**XX. "State"** State of Nevada.

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

**ZZ. "Termination"** Discontinuation of the Beneficiaries right to receive Educational Benefits

at an Eligible Educational Institution under the Contract.

**AAA. "Termination Fee"** Fee charged for a non-qualified cancellation refund of Contract.

**BBB. "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.

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

**DDD. "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)).

**EEE. "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.

**FFF. "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

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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 Gifor 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	\$7
(coupon book, welcome pack, or student handbook)	

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

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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 available balances to another Nevada Prepaid Tuition Contract, ~~or~~ an alternate 529 Plan account, or a Roth IRA.

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. Roth IRA Rollover of Qualified and Non-qualified Refund:** The SECURE 2.0 Act of 2022 (the "SECURE 2.0 Act") revises Section 529 of the Internal

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Revenue Code and permits qualified and non-qualified refunds to be rolled over from a 529 plan account, including Nevada Prepaid Tuition contract refunds, to a Roth IRA without incurring federal income tax or penalties, subject to certain conditions, including the following:

- a. The contract must be open for 15 or more years.
- b. The contributions from a qualified and non-qualified refund that are transferred to the Roth IRA must be held in the account for more than 5 years.
- c. A lifetime maximum amount of \$35,000 per designated beneficiary may be rolled over from 529 plans to Roth IRAs.
- d. The qualified and non-qualified refund can only be rolled over into a Roth IRA maintained for the benefit of the designated beneficiary on the 529 plan.
- e. The qualified and non-qualified refund must be sent directly to the Roth IRA.
- f. The Roth IRA rollover is subject to the Roth IRA contribution limit for the taxable year applicable to the designated beneficiary for all individual retirement plans maintained for the benefit of the designated beneficiary.
- g. The purchaser and beneficiary are responsible for determining the eligibility of a Roth IRA rollover including tracking and documenting the length of time the contract has been opened and the amount eligible to be rolled into a Roth IRA.

Roth IRA requests must be submitted on a completed Roth IRA Request form provided by the Program. Requests that do not meet these requirements will be considered under Section 10.B Terminations.

2. The IRS may issue additional future guidance and changes that may impact 529 plan rollovers to Roth IRAs. Purchasers and Beneficiaries should consult a financial and/or tax advisor regarding their individual situation.

**3.4. 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

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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 52001~~  
State of Nevada Way, 4<sup>th</sup> Floor  
Las Vegas, NV ~~89101~~89119

**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 52001~~ State of Nevada Way, 4<sup>th</sup> Floor  
Las Vegas, NV ~~89101~~89119  
PrepaidTuition@NevadaTreasurer.gov  
Phone (888)477-2667(toll free) or  
(702) 486-2025  
Fax (702) 486-3246

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## 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 <sup>st</sup> 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	6.25% per annum
(applied to overdue amount)	
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

~~TBD~~ **Robin Hager** - Chancellor of the Nevada System of Higher Education Designee

**Michael Rankin** - Director of the Office of Finance Designee

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

**Donna Stanfel** ~~Velez~~ - Governor Appointee

### Program Office

#### Mailing Address:

Nevada Prepaid Tuition

~~555 E. Washington Avenue, Suite 52001~~ State of Nevada Way, 4<sup>th</sup> Floor

Las Vegas, NV ~~89101~~ 89119

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**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 11**  
**September 27, 2024**

**Item: Nevada Prepaid Tuition 2025 open enrollment incentive for the Program for a cost not to exceed \$12,900 to be absorbed by the Trust Fund.**

**Summary:**

Each year, the Board sets the economic and non-economic actuarial assumptions which are used by the actuary in preparing the actuarial study required by NRS 353B.190. Pursuant to NAC 353B.200 the Board shall establish future contract prices, program open enrollment dates and certain program fees annually.

Historically, the Board has implemented special open enrollment incentives to encourage families to sign up for a Prepaid Tuition plan.

This year, staff recommends creating a monthly incentive during the 2025 open enrollment period. Each month of the open enrollment period, a \$1,000 random drawing will take place for new enrollees that sign up the previous month. A 2-year community college contract (\$6,900 value) grand prize will be randomly chosen at the end of the open enrollment period for all 2025 enrollees. All prizes would be applied to the winners' newly purchased Prepaid Tuition contracts. Prizes would be funded through the Prepaid Trust Fund.

**Fiscal Impact:** up to a maximum of \$12,900 to be absorbed by the Higher Education Trust Fund.



**Recommendation:**

**To accept and approve the proposed incentive for an amount not to exceed \$12,900.**

# THE BOARD OF TRUSTEES OF THE COLLEGE SAVINGS PLANS OF NEVADA

## **Agenda Item 12 September 27, 2024**

**Item: Nevada Prepaid Tuition administrative expenses funded through Nevada Prepaid Tuition Trust Account rather than the Nevada College Savings Endowment Account.**

### **Summary:**

During the October 7, 2009 College Savings Board of Trustees meeting, the Board discussed the Prepaid Tuition Fund during the 2009 Actuarial Study agenda item.

The actuarial firm testified to the funded ratio of 87% with a \$16.3 million deficit. The Board began discussions surrounding how to improve the funding status and overall financial health of the Trust.

During this meeting, the Board made the decision to no longer have administrative expenses paid from the Prepaid Tuition Trust Fund, but rather have these paid from the College Savings Endowment Account, which is funded through 529 partner fees.

As a result, the College Savings Endowment Account has been funding the administrative expenses of the Prepaid Tuition Program since fiscal year 2012.

Currently, the annual administrative expenses for managing and running the Prepaid Tuition Program are approximately \$825,000. Staff expects this to increase slightly over the years given increased costs associated with software systems and services, as well as any salary and/or cost of living adjustment increases for State employees. Given the current funded status of the Prepaid Tuition Trust Fund, staff believes the reversion of the costs back to the Trust to be immaterial to the overall health of the Trust Fund at this time.

Staff recommends the Board approve the change in funding source for Prepaid Tuition administrative expenses from the College Savings Endowment Account to the Prepaid Tuition Trust Fund beginning in FY26.

**Fiscal Impact:** N/A – no additional expenditures are requested.

**Recommendation:**

**To approve the payment of Nevada Prepaid Tuition Program administrative expenses funded through the Nevada Prepaid Tuition Trust Fund rather than the Nevada College Savings Endowment Account beginning in fiscal year 2026.**

**State Treasurer's Office**

**052      Treasurer's Office**  
**1081      State Treasurer**

Category / RGL      Description		L01 Approved Budget	WP# C70229	WP#	WP#	Approved Adjustments	Adjusted Budget
<b>REVENUE</b>							
		784,876.00	39,612.00	0.00	0.00	39,612.00	824,488.00
<b>TOTAL REVENUE:</b>		<b>784,876.00</b>	<b>39,612.00</b>	<b>0.00</b>	<b>0.00</b>	<b>39,612.00</b>	<b>824,488.00</b>
Category / RGL      Description		Approved Budget	-	-	-	Approved Adjustments	Adjusted Budget
<b>Category</b>	<b>EXPENDITURES</b>						
01	PERSONNEL SERVICES	350,083.00	0.00	0.00	0.00	0.00	350,083.00
02	OUT-OF-STATE TRAVEL	537.00	0.00	0.00	0.00	0.00	537.00
03	IN-STATE TRAVEL	6,275.00	0.00	0.00	0.00	0.00	6,275.00
04	OPERATING EXPENSES	245,906.00	0.00	0.00	0.00	0.00	245,906.00
05	EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00
13	INTRA-AGENCY COST ALLOCATION	78,620.00	0.00	0.00	0.00	0.00	78,620.00
26	INFORMATION SERVICES	67,193.00	39,612.00	0.00	0.00	39,612.00	106,805.00
30	TRAINING (x4)	0.00				0.00	0.00
87	PURCHASING ASSESSMENT	1,084.00	0.00	0.00	0.00	0.00	1,084.00
88	STATEWIDE COST ALLOCATION PLAN	35,178.00	0.00	0.00	0.00	0.00	35,178.00
<b>TOTAL EXPENDITURES:</b>		<b>784,876.00</b>	<b>39,612.00</b>	<b>0.00</b>	<b>0.00</b>	<b>39,612.00</b>	<b>824,488.00</b>

THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 13**  
**September 27, 2024**

**Item: Prepaid Summary and Quarterly Performance Report for the Nevada Prepaid Tuition Program for the period ended June 30, 2024.**

**Summary:**

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

In October of 2014, the Board approved a contract with Pension Consulting Alliance, now known as Meketa Investment Group Inc. (Meketa), to perform investment review services of the Nevada Prepaid Tuition/Higher Education Trust Fund. These services include an independent quarterly review of investment performance and fund monitoring of each underlying fund or separate account. Attached is Meketa's report for the quarter ending June 30, 2024.

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, 2024.**

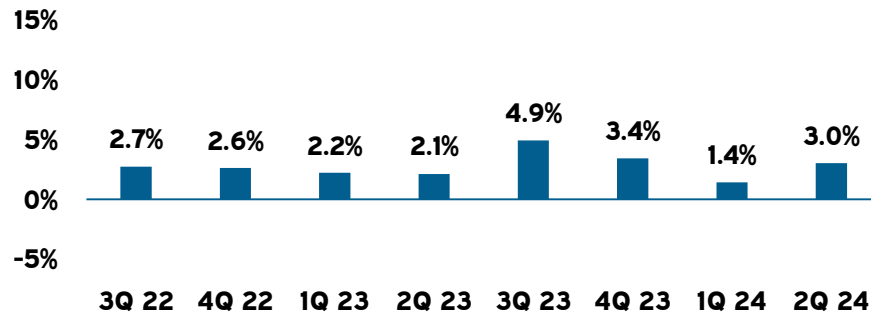
## Nevada 529 College Savings Programs

September 27, 2024

2Q 2024 Nevada Prepaid  
Tuition Plan Quarterly Report

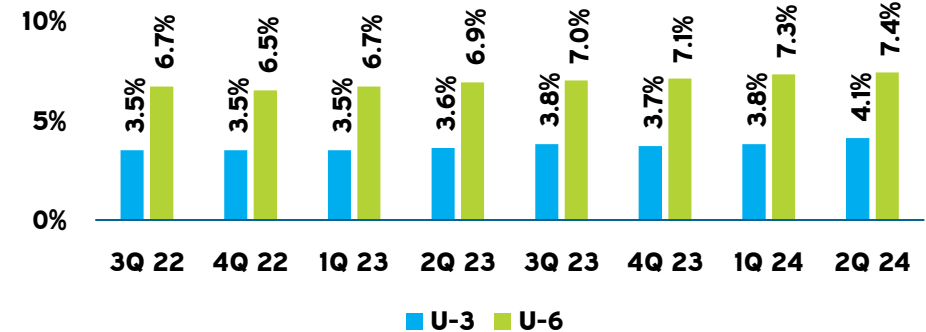
### Economic and Market Update

#### Quarterly Real GDP (Annualized)



Source: Bureau of Economics Analysis. Data as of Q2 2024 represents the "second" estimate. The Q2 2024 "third estimate" will be released September 26, 2024.

#### US Unemployment

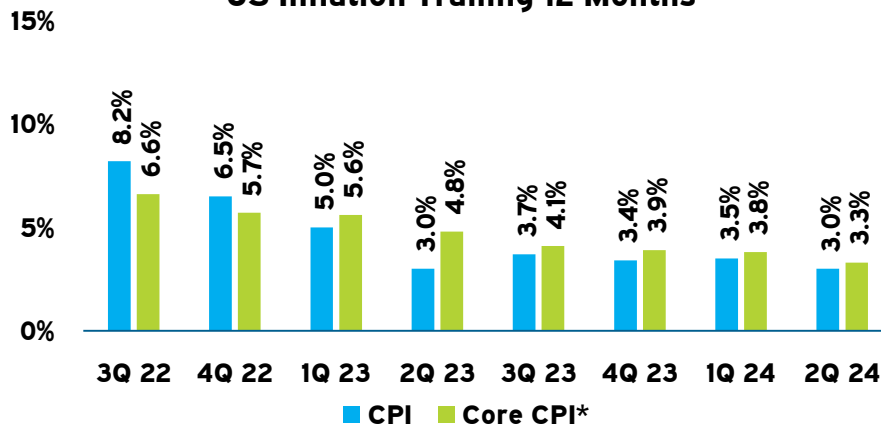


Source: Bureau of Labor Statistics. Data as of June 30, 2024. Seasonally adjusted.

U-3 = Total US unemployed, as a percent of the civilian labor forces (official unemployment rate).

U-6 = Total unemployed, plus all persons marginally attached to the labor force, plus total employed part time for economic reasons, as a percent of the civilian labor force plus all persons marginally attached to the labor force

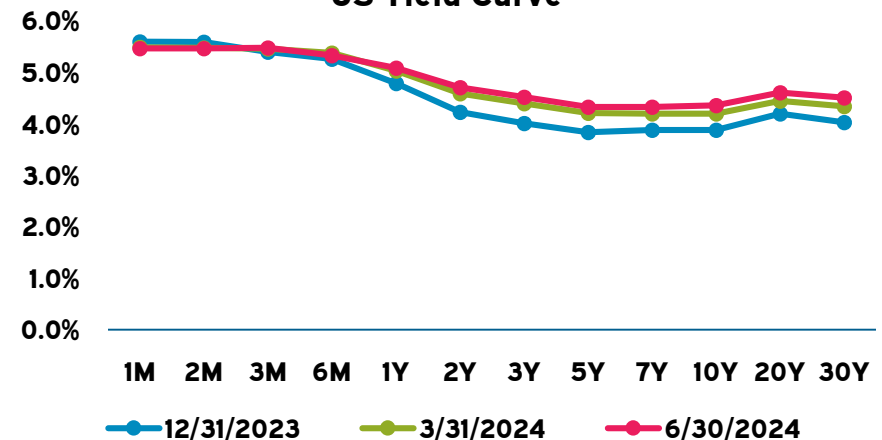
#### US Inflation Trailing 12 Months



Source: Bureau of Labor Statistics. Data is non-seasonally adjusted CPI, which may be volatile in the short-term. Data as June 30, 2024.

\* Core CPI excludes Food and Energy.

#### US Yield Curve



Source: US Department of the Treasury.

### Index Returns

	QTR (%)	1 YR (%)	3 YR (%)	5 YR (%)	10 YR (%)
<b>Domestic Equity</b>					
S&P 500	4.3	24.6	10.0	15.1	12.9
Russell 3000	3.2	23.1	8.1	14.1	12.2
Russell 1000	3.6	23.9	8.7	14.6	12.5
Russell 1000 Growth	8.3	33.5	11.3	19.3	16.3
Russell 1000 Value	(2.2)	13.1	5.5	9.0	8.2
Russell MidCap	(3.4)	12.9	2.4	9.5	9.0
Russell MidCap Growth	(3.2)	15.1	(0.1)	9.9	10.5
Russell MidCap Value	(3.4)	12.0	3.7	8.5	7.6
Russell 2000	(3.3)	10.1	(2.6)	6.9	7.0
Russell 2000 Growth	(2.9)	9.1	(4.9)	6.2	7.4
Russell 2000 Value	(3.6)	10.9	(0.5)	7.1	6.2
<b>Non-US Equity</b>					
MSCI ACWI (ex. US)	1.0	11.6	0.5	5.6	3.8
MSCI EAFE	(0.4)	11.5	2.9	6.5	4.3
MSCI EAFE Growth	(0.8)	9.4	0.1	6.5	5.4
MSCI EAFE Value	0.0	13.8	5.6	6.1	3.0
MSCI EAFE (Local Currency)	1.0	15.1	8.1	9.0	7.4
MSCI EAFE Small Cap	(1.8)	7.8	(3.4)	4.2	4.3
MSCI Emerging Markets	5.0	12.6	(5.1)	3.1	2.8
MSCI Emg Mkts (Local Currency)	6.2	15.5	(1.6)	5.6	5.8
MSCI China	7.1	(1.6)	(17.7)	(4.3)	1.4
<b>Fixed Income</b>					
Bloomberg Universal	0.2	3.5	(2.7)	0.1	1.6
Bloomberg Aggregate	0.1	2.6	(3.0)	(0.2)	1.4
Bloomberg US TIPS	0.8	2.7	(1.3)	2.1	1.9
Bloomberg High Yield	1.1	10.4	1.6	3.9	4.3
JPM GBI-EM Global Diversified	(1.6)	0.7	(3.3)	(1.3)	(0.9)
<b>Other</b>					
FTSE NAREIT Equity	0.1	7.8	0.3	3.9	5.9
Bloomberg Commodity Index	2.9	5.0	5.7	7.3	(1.3)

#### During the Quarter:

- Global markets were mixed during the second quarter of 2024 with US stocks and bonds rising while developed international markets were slightly down. Within the US, strong economic growth and corporate earnings paired with declining inflation provided a tailwind for equities and fixed income despite tighter monetary policy that has kept interest rates higher for longer. As inflation continues its descent from the peak in June 2022, the probability of interest rates cuts in the second half of 2024 has increased.
- Looking forward, the paths of inflation and monetary policy, the many looming global elections, China's economic slowdown, slowing global growth and the uncertainty surrounding the geopolitical risks with the wars in Ukraine and Israel will all be key.
- A majority of the markets continued to rally in Q2 2024 with several major asset classes producing positive returns.
- The FOMC maintained the federal funds rate target range of 5.25% to 5.50% during the quarter. They are likely to remain restrictive for the near future as inflation remains elevated and has not reached their 2% target. As inflation continues to fall and employment figures soften, however, the Fed could potentially turn more dovish in the coming months.
- Equities were mixed across the market capitalization spectrum in Q2 2024.
  - US equities (+3.2%) continued to outpace non-US equities (-0.4%).
  - US Small Caps lagged US Large Caps during the quarter.
  - Large Cap Growth continued its dominance over value driven by technology and more specifically on-going optimism surrounding alternative intelligence.
  - Within Non-US, Emerging Markets outperformed Developed Markets driven by a 7.1% gain in China.
- Broad fixed income returns were slightly positive during the quarter with the exception of emerging market debt.
  - US Treasury yields reversed course in Q2 mainly due to more dovish policy expectations.
- Diversifying asset classes were positive.
  - Commodities were up (+2.9%).
  - REITs slightly increased (+0.1%).



### Introduction

The Nevada Prepaid Tuition Plan Portfolio had an aggregate value of \$441 million as of June 30, 2024. During the quarter, the Total Portfolio increased in value by \$8.6 million, and over the trailing 1-year period the Total Portfolio increased in value by \$49.0 million.

The second quarter saw a mix of economic trends influencing the markets. Softening economic data, coupled with a growing anticipation of interest rate cuts and sustained enthusiasm for AI technology, contributed to a rise in most asset classes. US Equity markets (Russell 3000 index) rose 3.2% over the quarter. Large cap US stocks outperformed their small cap counterparts, driven by a handful of mega cap technology companies such as NVIDIA, Apple and Alphabet. Growth names beat value and broad fixed income was marginally positive. Looking ahead, the trajectory of inflation, monetary policy decisions, China's economic challenges, and upcoming elections are poised to be pivotal influences on the economic landscape for the remainder of the year.

### Asset Allocation Trends

With respect to policy targets, the Total Portfolio ended the latest quarter within its policy target ranges for several classes but was overweight Large Cap Equity and Cash and underweight Fixed Income versus the policy target.

### Recent Investment Performance

The Total Portfolio returned 2.1% net of fees for the quarter beating the peer group median by 1.2% and outperformed its benchmark by 0.5%. Over the 1-year period the Total Portfolio outperformed its assumed rate of return, benchmark and peer group, by 8.4%, 3.1%, 0.5%, respectively. Additionally, the Total Portfolio placed in the first percentile of its peer group. Over the trailing 3- and 5-year periods, the Total Portfolio also bested its benchmark and ranked in the top decile of its peer group.

	Quarter	1 Year	3 Year	5 Year
Total Portfolio (Gross of Fees)	2.2	13.9	4.9	8.8
Total Portfolio (Net of Fees)	2.1	13.6	4.7	8.6
Policy Benchmark	1.6	13.1	4.4	8.1
<b>Excess Return (Net)</b>	<b>0.5</b>	<b>0.5</b>	<b>0.3</b>	<b>0.5</b>
Public DB \$250M-\$1B Peer Median	0.9	10.5	2.7	7.2

Assumed rate of return is 5.25%.

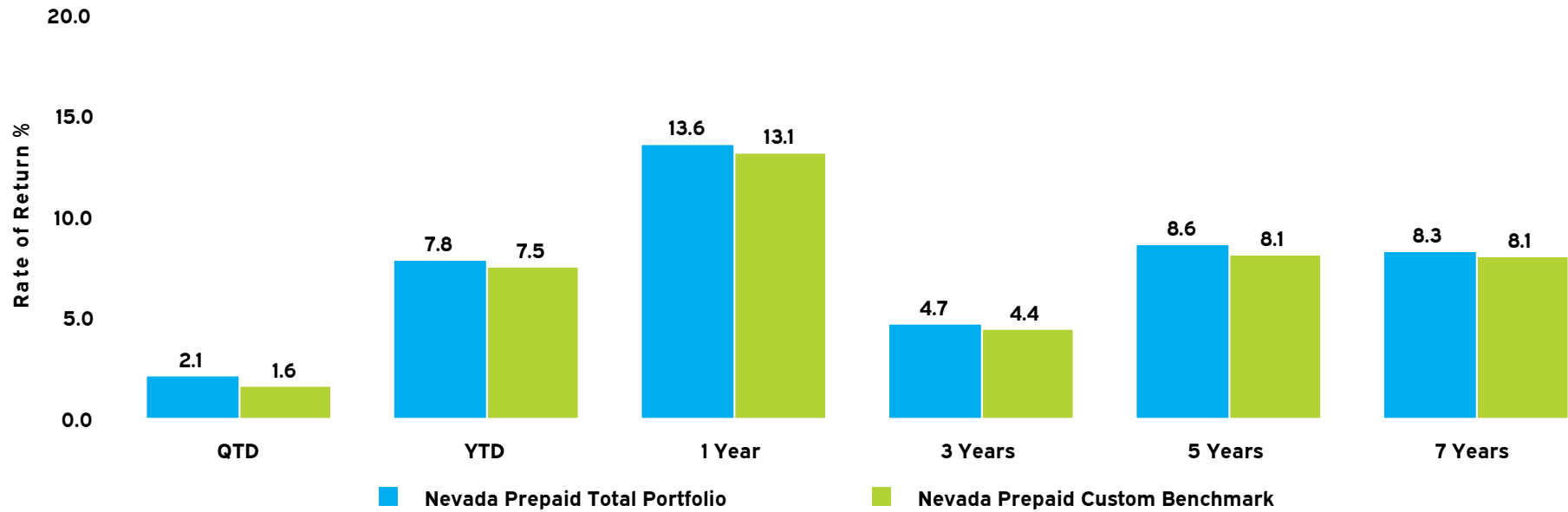
The gross/net of fee total returns were calculated using the fees for each underlying strategy, which can be found in the appendix.

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
<b>Nevada Prepaid Total Portfolio</b>		
<b>Beginning Market Value</b>	<b>432,369,372</b>	<b>391,995,913</b>
Net Cash Flow	-710,966	-3,681,885
Net Investment Change	9,341,445	52,685,821
<b>Ending Market Value</b>	<b>440,999,850</b>	<b>440,999,850</b>

#### Return Summary - Net of Fees



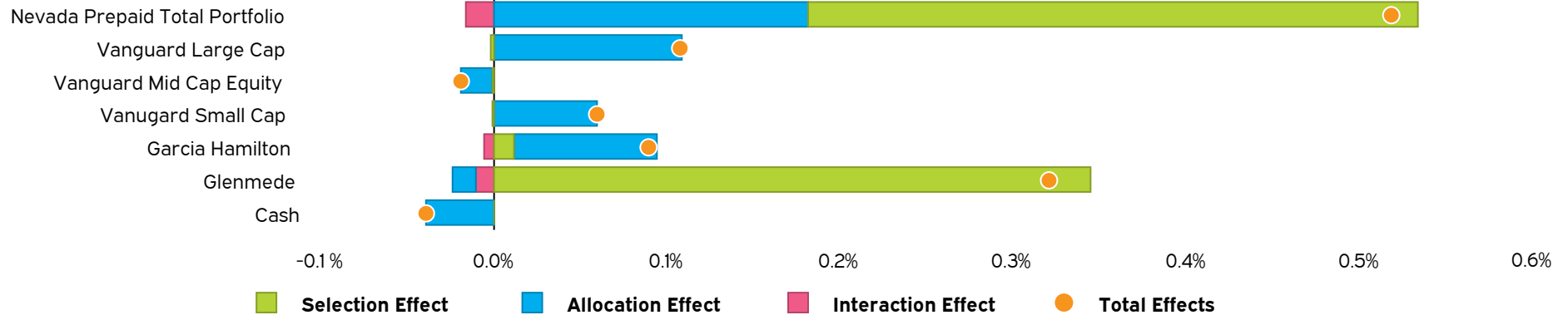
## Manager Performance - Net of Fees | As of June 30, 2024

	Market Value (\$)	QTD (Rank)	1 Yr (Rank)	3 Yrs (Rank)	5 Yrs (Rank)	7 Yrs (Rank)	10 Yrs (Rank)
<b>Nevada Prepaid Total Portfolio</b>	<b>440,999,850</b>	<b>2.1 (1)</b>	<b>13.6 (10)</b>	<b>4.7 (4)</b>	<b>8.6 (6)</b>	<b>8.3 (9)</b>	<b>7.8 (3)</b>
<i>Nevada Prepaid Custom Benchmark</i>		<i>1.6 (6)</i>	<i>13.1 (11)</i>	<i>4.4 (6)</i>	<i>8.1 (12)</i>	<i>8.0 (14)</i>	<i>7.6 (10)</i>
Excess Return		0.5	0.5	0.3	0.5	0.3	0.2
<b>Public Equity</b>	<b>237,091,608</b>	<b>2.8</b>	<b>22.1</b>	<b>8.6</b>	<b>14.0</b>	<b>13.2</b>	<b>12.1</b>
<i>Equity Custom Benchmark</i>		<i>2.6</i>	<i>21.7</i>	<i>8.5</i>	<i>13.9</i>	<i>13.1</i>	<i>12.0</i>
Excess Return		0.2	0.4	0.1	0.1	0.1	0.1
Vanguard - Large Cap Equity (VIIIX)	194,784,941	4.3 (19)	24.5 (34)	10.0 (22)	15.0 (17)	14.2 (13)	12.8 (9)
<i>S&amp;P 500 Index</i>		<i>4.3 (19)</i>	<i>24.6 (34)</i>	<i>10.0 (21)</i>	<i>15.0 (17)</i>	<i>14.3 (13)</i>	<i>12.9 (8)</i>
Excess Return		0.0	-0.1	0.0	0.0	-0.1	-0.1
Vanguard - Mid Cap Equity (VSPMX)	30,854,045	-3.5 (39)	13.5 (36)	4.4 (30)	10.2 (21)	9.3 (31)	9.1 (17)
<i>S&amp;P MidCap 400 Index</i>		<i>-3.4 (38)</i>	<i>13.6 (35)</i>	<i>4.5 (28)</i>	<i>10.3 (20)</i>	<i>9.4 (28)</i>	<i>9.1 (15)</i>
Excess Return		-0.1	-0.1	-0.1	-0.1	-0.1	0.0
Vanguard - Small Cap Equity (VSMSX)	11,452,622	-3.1 (40)	8.6 (72)	-0.3 (59)	8.0 (46)	7.8 (37)	8.2 (16)
<i>S&amp;P SmallCap 600 Index</i>		<i>-3.1 (39)</i>	<i>8.7 (71)</i>	<i>-0.3 (57)</i>	<i>8.1 (45)</i>	<i>7.8 (37)</i>	<i>8.2 (16)</i>
Excess Return		0.0	-0.1	0.0	-0.1	0.0	0.0
<b>Fixed Income Composite</b>	<b>108,209,754</b>	<b>0.1</b>	<b>1.2</b>	<b>-2.7</b>	<b>-0.4</b>	<b>0.6</b>	<b>1.0</b>
Garcia Hamilton	108,209,754	0.1 (65)	1.2 (99)	-2.7 (21)	--	--	--
<i>Bloomberg U.S. Aggregate: A+</i>		<i>0.1 (77)</i>	<i>2.2 (86)</i>	<i>-3.1 (43)</i>	<i>-0.4 (72)</i>	<i>0.6 (70)</i>	<i>1.1 (65)</i>
Excess Return		0.0	-1.0	0.4	--	--	--
<b>Covered Calls</b>	<b>85,929,536</b>	<b>3.2</b>	<b>9.5</b>	<b>4.9</b>	<b>7.4</b>	<b>6.5</b>	<b>--</b>
Glenmede Secured Options (GLSOX)	85,929,536	3.2 (39)	9.5 (82)	4.9 (69)	7.4 (47)	6.5 (46)	--
<i>Choe S&amp;P 500 Buy Write Index</i>		<i>1.5 (84)</i>	<i>8.9 (85)</i>	<i>5.0 (68)</i>	<i>5.6 (67)</i>	<i>5.5 (65)</i>	<i>5.8 (28)</i>
Excess Return		1.7	0.6	-0.1	1.8	1.0	--
Nevada Cash	9,768,952						

Policy Benchmark consists of 39% S&P 500 Index, 30% BBgBarc US Aggregate A+ Bond Index, 20% CBOE Buy Write Index, 7% S&P MidCap 400 Index, 4% S&P SmallCap 600 Index as of 9/30/2014. Prior to 9/30/2014 Policy Benchmark consisted of 45% S&P 500 Index, 43% BBgBarc US Aggregate A+ Bond Index, 8% S&P MidCap 400 Index, 4% S&P SmallCap 600 Index.  
 Equity Benchmark consists of 78% S&P 500 Index, 14% S&P 400 Index, and 8% S&P 600 Index.  
 Fee Schedule can be found in the Appendix.

#### Attribution Effects

1 Quarter Ending June 30, 2024

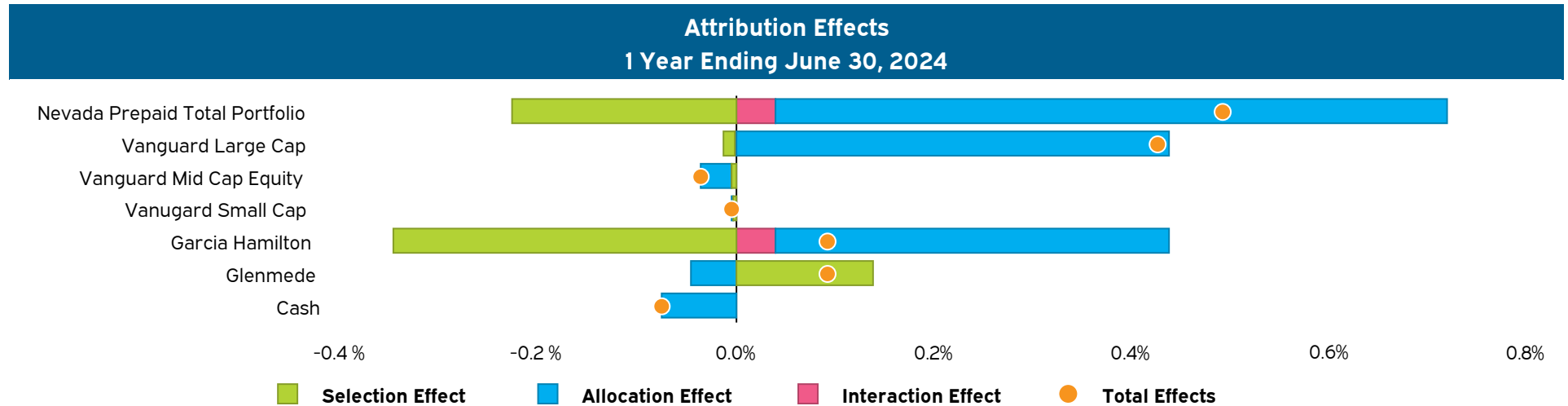


#### Attribution Summary

1 Quarter Ending June 30, 2024

	Wtd. Actual Return (%)	Wtd. Index Return (%)	Excess Return (%)	Selection Effect (%)	Allocation Effect (%)	Interaction (%)	Total Effect (%)
Vanguard Large Cap	4.3	4.3	0.0	0.0	0.1	0.0	0.1
Vanguard Mid Cap Equity	-3.5	-3.4	0.0	0.0	0.0	0.0	0.0
Vanugard Small Cap	-3.1	-3.1	0.0	0.0	0.1	0.0	0.1
Garcia Hamilton	0.1	0.1	0.0	0.0	0.1	0.0	0.1
Glenmede	3.2	1.5	1.7	0.3	0.0	0.0	0.3
Cash	0.0	1.3	-1.3	0.0	0.0	0.0	0.0
<b>Nevada Prepaid Total Portfolio</b>	<b>2.1</b>	<b>1.6</b>	<b>0.5</b>	<b>0.4</b>	<b>0.2</b>	<b>0.0</b>	<b>0.5</b>

Performance shown is net of fees.



Attribution Summary 1 Year Ending June 30, 2024							
	Wtd. Actual Return (%)	Wtd. Index Return (%)	Excess Return (%)	Selection Effect (%)	Allocation Effect (%)	Interaction (%)	Total Effect (%)
Vanguard Large Cap	24.5	24.6	0.0	0.0	0.4	0.0	0.4
Vanguard Mid Cap Equity	13.5	13.6	-0.1	0.0	0.0	0.0	0.0
Vanugard Small Cap	8.6	8.7	-0.1	0.0	0.0	0.0	0.0
Garcia Hamilton	1.2	2.2	-1.0	-0.3	0.4	0.0	0.1
Glenmede	9.5	8.9	0.6	0.1	0.0	0.0	0.1
Cash	0.0	5.4	-5.4	0.0	-0.1	0.0	-0.1
<b>Nevada Prepaid Total Portfolio</b>	<b>13.6</b>	<b>13.1</b>	<b>0.5</b>	<b>-0.2</b>	<b>0.7</b>	<b>0.0</b>	<b>0.5</b>

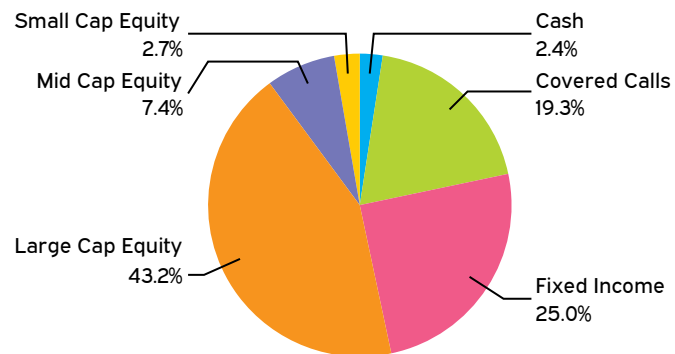
Performance shown is net of fees.

### Actual versus Target Allocation | As of June 30, 2024

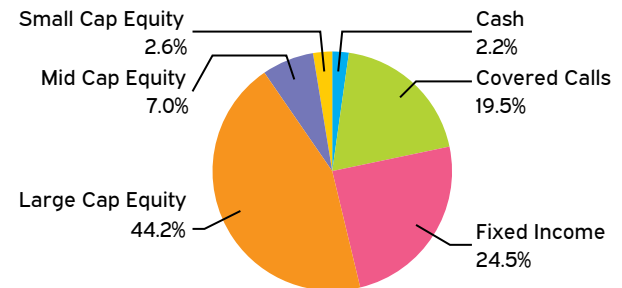
With respect to policy targets, three of the six asset classes fell within their policy target range. Large Cap Equity and Fixed Income had slight deviations at +0.2 and -0.5 respectively, while cash had a 2.2% allocation at the end of the quarter.

	Current Balance (\$)	Current Allocation (%)	Policy (%)	Difference (%)	Policy Range (%)	Within IPS Range?
Small Cap Equity	11,452,622	2.6	4.0	-1.4	1.0 - 7.0	Yes
Mid Cap Equity	30,854,045	7.0	7.0	0.0	2.0 - 12.0	Yes
Large Cap Equity	194,784,941	44.2	39.0	5.2	34.0 - 44.0	No
Fixed Income	108,209,754	24.5	30.0	-5.5	25.0 - 35.0	No
Covered Calls	85,929,536	19.5	20.0	-0.5	15.0 - 25.0	Yes
Cash	9,768,952	2.2	0.0	2.2	0.0 - 0.0	No
<b>Total</b>	<b>440,999,850</b>	<b>100.0</b>	<b>100.0</b>	<b>0.0</b>		

#### Asset Allocation as of March 31, 2024



#### Asset Allocation as of June 30, 2024



#### Account Information

Account Name	Garcia Hamilton
Account Structure	Separate Account
Inception Date	12/18/2020
Asset Class	US Fixed Income
Benchmark	Blmbg. U.S. Aggregate: A+
Peer Group	Intermediate Core Bond

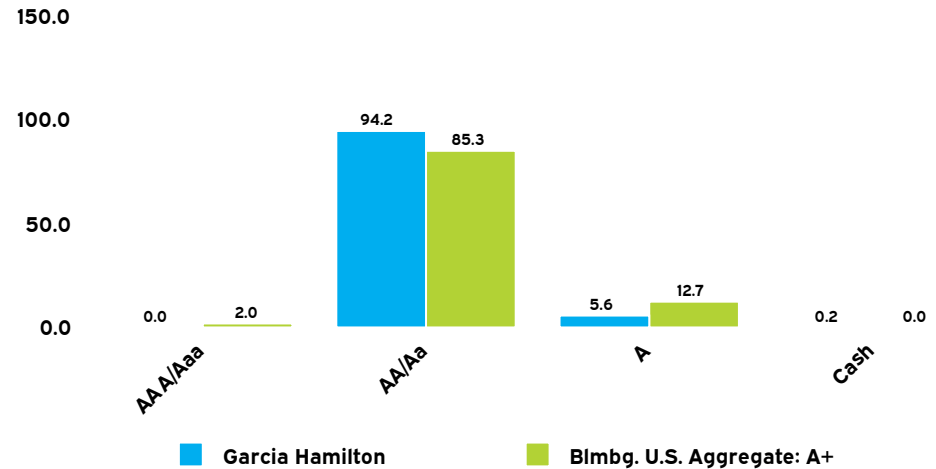
#### Portfolio Performance Summary

	QTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)
Garcia Hamilton	0.2	1.4	-2.6	-
Blmbg. U.S. Aggregate: A+	0.1	2.2	-3.1	-0.4

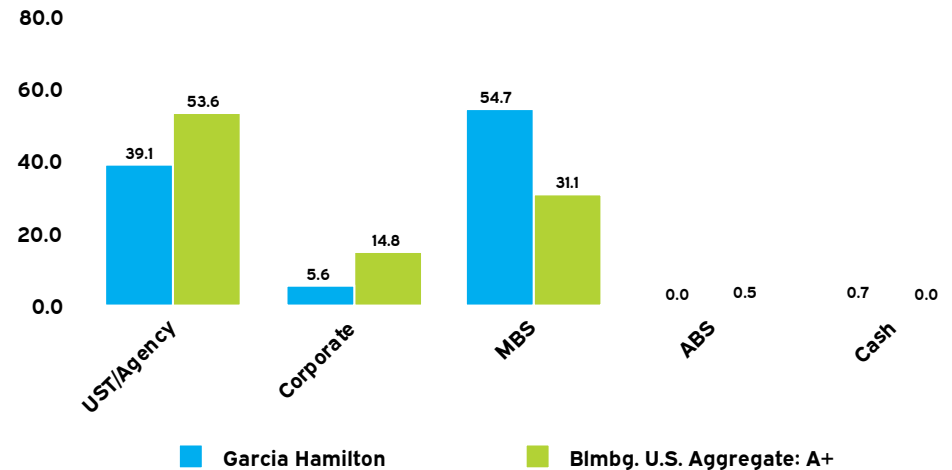
#### Portfolio Fixed Income Characteristics

	Portfolio	Benchmark
Yield To Maturity	4.9	4.9
Average Duration	6.6	6.0
Average Quality	AA	AA
Weighted Average Maturity	8.3	8.1

#### Credit Quality Allocation

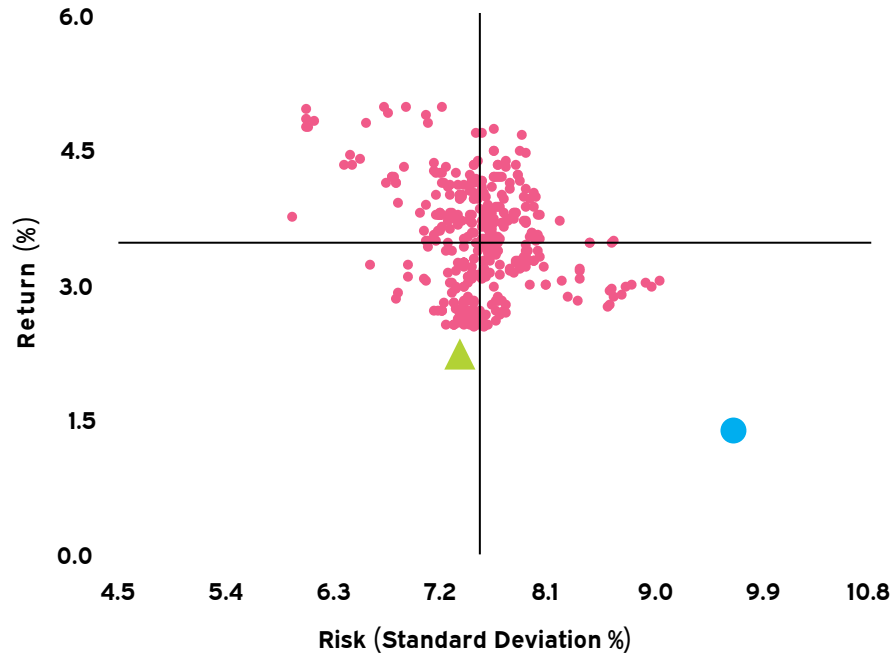


#### Sector Allocation



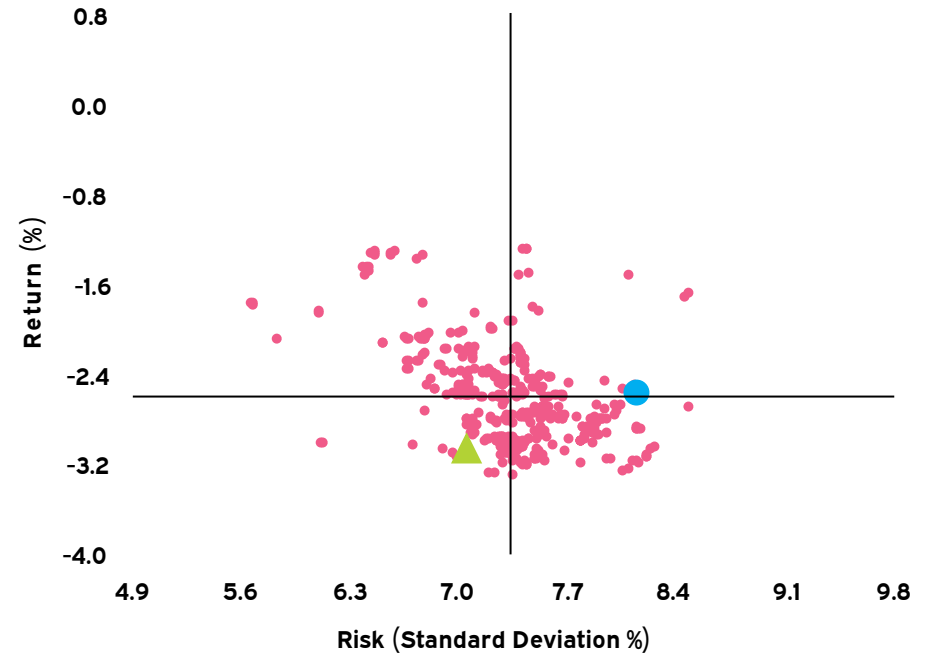
Returns are gross of fees.

Risk/Return 1 year



● Intermediate Core Bond ● Garcia Hamilton  
▲ Blmbg. U.S. Aggregate: A+

Risk/Return 3 year



● Intermediate Core Bond ● Garcia Hamilton  
▲ Blmbg. U.S. Aggregate: A+

	1 Year Standard Deviation	1 Year Tracking Error	1 Year Consistency	1 Year Alpha	1 Year Sharpe Ratio	3 Years Standard Deviation	3 Years Tracking Error	3 Years Consistency	3 Years Alpha	3 Years Sharpe Ratio
Garcia Hamilton	9.6	2.4	41.7	-1.6	-0.4	8.1	1.7	52.8	0.8	-0.7
Blmbg. U.S. Aggregate: A+	7.4	0.0	100.0	0.0	-0.4	7.1	0.0	100.0	0.0	-0.8

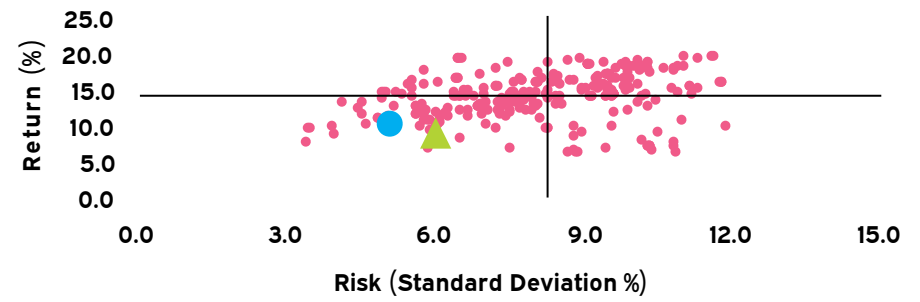
Returns are gross of fees.



#### Account Information

Account Name	Glenmede Secured Options (GLSOX)
Inception Date	01/01/2015
Account Structure	Mutual Fund
Asset Class	US Equity
Benchmark	Cboe S&P 500 Buy Write Index
Peer Group	Options Trading

#### Risk/Return 1-year



- Options Trading
- Glenmede Secured Options (GLSOX)
- Cboe S&P 500 Buy Write Index

#### Performance Summary

	QTD (%)	1 Yr (%)	3 Yrs (%)	5 Yrs (%)
Glenmede Secured Options (GLSOX)	3.3	10.2	5.6	8.1
Cboe S&P 500 Buy Write Index	1.5	8.9	5.0	5.6
Options Trading Median	3.1	14.7	7.0	8.4

#### Risk Statistics

	1 Yr (%)	3 Yrs (%)
Standard Deviation	5.0	9.4
Tracking Error	2.9	3.7
Consistency	50.0	52.8
Alpha	2.9	0.6
Sharpe Ratio	0.8	0.2

Returns are gross of fees.

## Appendix

Annual Investment Expense Analysis			
	Market Value	Fee Schedule	Expense Ratio (%)
Vanguard - Large Cap Equity (VINIX)	194,784,941	0.04 % of Assets	0.04
Vanguard - Mid Cap Equity (VSPMX)	30,854,045	0.08 % of Assets	0.08
Vanguard - Small Cap Equity (VSMSX)	11,452,622	0.08 % of Assets	0.08
Garcia Hamilton	108,209,754	0.25 % of First \$25 M 0.20 % of Next \$25 M 0.14 % of Next \$200 M 0.13 % Thereafter	0.18
Glenmede Secured Options (GLSOX)	85,929,536	0.65 % of Assets	0.65
Nevada Cash	9,768,952		-

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THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 14**  
**September 27, 2024**

**Item:       Meketa Investment Group Inc. Investment  
Monitoring Report for 529 Plans for the period  
ended June 30, 2024.**

**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 five 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, 2024.

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, 2024.**

## Nevada 529 College Savings Programs

September 27, 2024

2Q 2024 Investment Performance  
Status Report

### Agenda

1. Summary of Fund Performance and Watch Status
2. Performance Summary
3. Age-Based Risk/Return Analysis
4. Enrollment Date Risk/Return Analysis

## **Summary of Fund Performance and Watch Status**



### Summary of Fund Performance and Watch Status

Program	Total Funds <sup>^</sup>	Positive	Acceptable	Caution	Watch <sup>**</sup>
<b>Vanguard 529 Plan</b>					
Number of Funds	15	9	3	1	2
Percentage	100%	60%	20%	7%	13%
Fund Status $\uparrow$	--	--	--	--	--
Fund Status $\downarrow$	--	--	--	--	--
US Equity Funds	8	6	1	--	1
Intl Equity Funds	1	--	--	1	--
Fixed Income Funds	5	3	2	--	--
Other Funds <sup>*</sup>	1	--	--	--	1

<sup>^</sup>Money Market funds and Stable Value not included

<sup>\*</sup>Includes Balanced, Commodities, REITs, and MLPs

<sup>\*\*</sup>Reflects funds currently on "Watch" status and new funds qualifying for "Watch" status

### Vanguard 529 Program

→ 80% of funds in the Vanguard Program have either a Positive or Acceptable status.

→ Fund status changes:

- No fund statuses changed during the quarter.
- Two funds qualify for Watch:
  - Vanguard US Growth (27 months)
  - Vanguard STAR (3 months), removed from program in July 2024

## Summary of Fund Performance and Watch Status

Program	Total Funds^	Positive	Acceptable	Caution	Watch**
<b>USAA 529 Plan</b>					
Number of Funds	13	8	5	0	0
Percentage	100%	62%	38%	0%	0%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	2	--	2	--	--
US Equity Funds	4	3	1	--	--
Intl Equity Funds	3	2	1	--	--
Fixed Income Funds	6	3	3	--	--
Other Funds*	--	--	--	--	--
<b>Putnam 529 for America</b>					
Number of Funds	15	10	4	0	1
Percentage	100%	66%	27%	0%	7%
Fund Status ↑	1	--	1	--	--
Fund Status ↓	1	--	1	--	--
US Equity Funds	5	4	1	--	--
Intl Equity Funds	1	--	1	--	--
Fixed Income Funds	4	1	2	--	1
Other Funds*	5	5	--	--	--

^Money Market funds and Stable Value not included

\*Includes Balanced, Absolute Return, 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 529 Program have either a Positive or Acceptable status.

→ Fund status changes:

- Two funds deteriorated during the quarter:
  - Victory Market Neutral Income (Acceptable from Positive)
  - Victory Small Cap Stock (Acceptable from Positive)

### Putnam 529 Program

→ 93% of funds in the Putnam Program have either a Positive or Acceptable status.

→ Fund status changes:

- One fund improved during the quarter:
  - Putnam Income (Acceptable from Caution)
- One fund deteriorated during the quarter:
  - MFS International Equity (Acceptable from Positive)
- One fund qualifies for watch:
  - Federated Hermes Short-Int. Govt Bond (9 months)

## Summary of Fund Performance and Watch Status

Program	Total Funds <sup>^</sup>	Positive	Acceptable	Caution	Watch <sup>**</sup>
<b>Wealthfront 529 Plan</b>					
Number of Funds	9	8	—	1	—
Percentage	100%	89%	0%	11%	0%
Fund Status ↑	--	--	--	--	--
Fund Status ↓	--	--	--	--	--
US Equity Funds	2	2	--	--	--
Intl Equity Funds	2	1	--	1	--
Fixed Income Funds	4	4	--	--	--
Other Funds*	1	1	--	--	--
<b>JP Morgan 529 Plan</b>					
Number of Funds	21	15	5	1	0
Percentage	100%	71%	24%	5%	0%
Fund Status ↑	2	2	--	--	--
Fund Status ↓	--	--	--	--	--
US Equity Funds	9	7	2	--	--
Intl Equity Funds	3	1	1	1	--
Fixed Income Funds	8	6	2	--	--
Other Funds*	1	1	--	--	--

<sup>^</sup>Money Market funds and Stable Value not included; funds with less than 1-year performance not included

\*Includes Balanced, Commodities, REITs, and MLPs

<sup>\*\*</sup>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/deteriorated during the quarter.

### JP Morgan 529 Program

→ 95% of funds in the JP Morgan Program have either a Positive or Acceptable status.

→ Fund status changes:

- Two funds improved during the quarter:
  - JP Morgan Active Value ETF (Positive)
  - JP Morgan Intl Bond Opportunities ETF (Positive)
- 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	Currently on Watch?	Qualifies for Watch?
<b>Passively Managed Funds</b>				
Vanguard 500 Index Fund	Positive	Positive	NO	NO
Vanguard Ttl Stock Mkt Indx Fund	Positive	Positive	NO	NO
Vanguard Value Index Fund	Positive	Positive	NO	NO
Vanguard Growth Index Fund	Positive	Positive	NO	NO
Vanguard Mid-Cap Index Fund	Positive	Positive	NO	NO
Vanguard Small Cap Index Fund	Positive	Positive	NO	NO
Vanguard Ttl Intl Stock Index Fund*	Caution	Caution	NO	Short, Medium
Vanguard Total Bond Market Fund	Positive	Positive	NO	NO
Vanguard Ttl Bond Market II Fund	Positive	Positive	NO	NO
Vanguard Ttl Intl Bond Market Fund	Positive	Positive	NO	NO
<b>Actively Managed Funds</b>				
Vanguard US Growth Fund	On Watch	On Watch	YES (30)	Medium-Term
Vanguard Windsor Fund	Acceptable	Acceptable	NO	NO
Vanguard STAR Fund	Caution	On Watch	YES (3)	Medium-Term
Vanguard Infl-Prot Securities Fund	Acceptable	Acceptable	NO	NO
Vanguard High Yield Bond Fund	Acceptable	Acceptable	NO	NO

\* Fund has been excluded from Watch status but has breached the 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).

Funds identified as "Currently on Watch" are those whose Watch status has been approved by the State Treasurer's Office.

Funds identified as "Qualifying for Watch" have not necessarily been approved as being on Watch by the State Treasurer's Office but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

### USAA 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status	Currently on Watch?	Qualifies for Watch?
Victory Nasdaq-100 Index	Positive	Positive	NO	NO
Victory Value Fund	Positive	Positive	NO	NO
Victory Income Stock Fund	Positive	Positive	NO	NO
Victory Small Cap Stock Fund	Positive	Acceptable	NO	NO
Victory International Fund	Acceptable	Acceptable	NO	NO
Victory Trivalent International Small Cap	Positive	Positive	NO	NO
Victory Emerging Markets Fund	Positive	Positive	NO	NO
Victory Income Fund	Positive	Positive	NO	NO
Victory Core Plus Intermediate-Term Bond	Positive	Positive	NO	NO
Victory High Income Fund	Acceptable	Acceptable	NO	NO
Victory Short-Term Bond Fund	Positive	Positive	NO	NO
Victory Government Securities	Acceptable	Acceptable	NO	NO
Victory Market Neutral Income	Positive	Acceptable	NO	NO

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).

Funds identified as "Currently on Watch" are those whose Watch status has been approved by the State Treasurer's Office.

Funds identified as "Qualifying for Watch" have not necessarily been approved as being on Watch by the State Treasurer's Office but qualify for Watch according to the approved Monitoring Criteria (see Appendix for details).

## Summary of Fund Performance and Watch Status

### Putnam 529 for America Plan: Summary Of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status	Currently on Watch?	Qualifies for Watch?
<b>Portfolios for Age/Goal Based</b>				
GAA All Equity	Positive	Positive	NO	NO
GAA Growth	Positive	Positive	NO	NO
GAA Balanced	Positive	Positive	NO	NO
GAA Conservative	Positive	Positive	NO	NO
<b>Individual Fund Options</b>				
State Street S&P 500 Index Fund	Positive	Positive	NO	NO
Putnam Large Cap Value	Positive	Positive	NO	NO
Principal Mid Cap	Positive	Positive	NO	NO
Putnam Large Growth	Acceptable	Acceptable	NO	NO
Putnam Small Cap Value	Positive	Positive	NO	NO
MFS International Equity	Positive	Acceptable	NO	NO
Putnam Income	Caution	Acceptable	NO	NO
Federated Hermes Short-Int. Gvt Fund	On Watch	On Watch	YES (9)	Medium-Term
Putnam High Yield	Acceptable	Acceptable	NO	NO
Putnam Core Bond Fund	Positive	Positive	NO	NO
<b>Absolute Return Funds</b>				
Putnam Multi-Asset Income Fund	Positive	Positive	NO	NO

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).

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).

### Wealthfront 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status	Qualifies for Watch?	Currently on Watch?
<b>Passively Managed Funds</b>				
Vanguard Total Stock Market ETF	Positive	Positive	NO	NO
Vanguard Dividend Appreciation ETF	Positive	Positive	NO	NO
Vanguard FTSE Developed Markets ETF*	Caution	Caution	NO	Short, Medium
Vanguard FTSE Emerging Markets ETF	Positive	Positive	NO	NO
Vanguard REIT ETF	Positive	Positive	NO	NO
iShares iBoxx \$ Invst. Grade Corp. Bond ETF	Positive	Positive	NO	NO
iShares JP Morgan USD EM Bond ETF	Positive	Positive	NO	NO
iShares Short Treasury Bond ETF	Positive	Positive	NO	NO
Vanguard Short-Term Infl-Prot Securities ETF	Positive	Positive	NO	NO

\* Fund has been excluded from Watch status but has breached the watch criteria due to fair-value- pricing.

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).

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).

### JP Morgan 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status	Currently on Watch?	Qualifies for Watch?
<b>Future Path – Passively Managed</b>				
JP Morgan BetaBuilders US Equity ETF	Positive	Positive	NO	NO
JP Morgan BetaBuilders US Mid Cap Equity ETF	Positive	Positive	NO	NO
JP Morgan BetaBuilders US Small Cap Equity ETF	Positive	Positive	NO	NO
JP Morgan BetaBuilders MSCI US REIT ETF	Positive	Positive	NO	NO
JP Morgan BetaBuilders Intl Equity ETF*	Caution	Caution	NO	Short, Medium
JP Morgan BetaBuilders Aggregate ETF	Positive	Positive	NO	NO
JP Morgan BetaBuilders \$ High Yield Corp Bond ETF	Positive	Positive	NO	NO
JP Morgan BetaBuilders \$ Inv Grade Corp Bond ETF	Positive	Positive	NO	NO

\* Fund has been excluded from Watch status but has breached the watch criteria due to fair-value- pricing.

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).

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).



### JP Morgan 529 Plan: Summary of Fund Performance Status

Portfolios	Prior Quarter Status	Current Quarter Status	Currently on Watch?	Qualifies for Watch?
<b>Future Path – Actively Managed</b>				
JP Morgan US Equity Fund	Positive	Positive	NO	NO
JP Morgan Active Growth ETF	Positive	Positive	NO	NO
JP Morgan Growth Advantage Fund	Acceptable	Acceptable	NO	NO
JP Morgan Active Value ETF	Acceptable	Positive	NO	NO
JP Morgan Value Advantage Fund	Positive	Positive	NO	NO
JP Morgan US Sustainable Leaders	Acceptable	Acceptable	NO	NO
JP Morgan Intl Research Enhanced Equity ETF	Positive	Positive	NO	NO
JP Morgan ActiveBuilders Emerging Markets Equity ETF	Acceptable	Acceptable	NO	NO
JP Morgan Core Bond Fund	Positive	Positive	NO	NO
JP Morgan Income ETF	Positive	Positive	NO	NO
JP Morgan Inflation Managed Bond ETF	Acceptable	Acceptable	NO	NO
JP Morgan Ultra-Short Income ETF	Acceptable	Acceptable	NO	NO
JP Morgan International Bond Opportunities ETF	Caution	Positive	NO	NO

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).

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).

### Portfolio Manager Overview - Vanguard

Fund	Ticker	Current PM Team		Recent PM Departures*	
Passively Managed					
Vanguard 500 Index	VFIAX	11/30/2017 08/04/2023 08/04/2023	Michelle Louie Aaron Choi Nick Birkett	04/27/2016 – 12/21/2023	Donald M. Butler
Vanguard Total Stock Mkt Index	VITPX	04/27/2016 04/27/2016	Gerard C. O'Reilly Walter Nejman		
Vanguard Value Index	VIVIX	12/31/1994 04/27/2016	Gerard C. O'Reilly Walter Nejman		
Vanguard Growth Index	VIGIX	12/31/1994 04/27/2016	Gerard C. O'Reilly Walter Nejman		
Vanguard Mid-Cap Index	VMCPX	02/17/2023 08/04/2023	Aur�lie Denis Aaron Choi	04/27/2016-07/19/2021 05/21/1998-12/21/2023 07/19/2021-06/05/2024	Michael A. Johnson Donald M. Butler Awais Khan
Vanguard Small-Cap Index	VSCPX	04/27/2016 04/27/2016	Gerard C. O'Reilly Walter Nejman		
Vanguard Total Intl Stock Index	VGTSX	08/05/2008 11/30/2017	Michael Perre Christine D. Franquin		
Vanguard Total Bond Mkt Index	VBMPX	02/22/2013	Joshua C. Barrickman		
Vanguard Total Bond Mkt II Index	VTBNX	01/31/2010	Joshua C. Barrickman		
Vanguard Total Intl Bond Index	VTIFX	05/31/2013 09/30/2022	Joshua C. Barrickman Tara Talone		

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview - Vanguard

Fund	Ticker		Current PM Team	Recent PM	Departures*
Actively Managed					
Vanguard US Growth Admiral	VWUAX	07/10/2010 02/21/2014 05/05/2015 11/30/2015	Andrew J. Shilling Blair A. Boyer Gary Robinson Tom Slater	04/08/2019 - 09/30/2021 12/22/2020 - 03/01/2021 02/26/2021 - 05/26/2023	Binbin Guo Billy Montana Cesar Orosco
Vanguard Windsor	VWNEX	08/02/2012 12/31/2014 02/23/2017 02/26/2018	Richard S. Pzena Benjamin S. Silver John J. Flynn David W. Palmer		
Vanguard STAR	VGSTX	02/22/2013 02/17/2023 02/17/2023	Walter Nejman Aur�lie Denis Michael R. Roach	02/22/2013-02/17/2023	William A. Coleman
Vanguard Infl-Prot Securities	VIPIX	11/08/2021	John Madziyire	08/19/2011-12/31/2021	Gemma Wright-Casparius
Vanguard High Yield Corp Bond	VWEAX	08/29/2022 08/29/2022	Elizabeth H. Shortsleeve Michael Chang	02/14/2008-07/31/2023	Michael L. Hong

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview - USAA

Fund	Ticker		Current PM Team	Recent PM	Departures*
Victory Nasdaq-100 Index	UINQX	07/01/2019 09/16/2022	Mannik S. Dhillon Free Foutz		
Victory Value	UVALX	07/01/2019 07/01/2019 07/01/2019	Joseph M. Mainelli Mannik S. Dhillon Robert J. Harris		
Victory Income Stock	USISX	07/01/2019 02/12/2021 02/12/2021	Mannik S. Dhillon Elie J. Masri Lance Humphrey		
Victory Small Cap Stock	UISCX	07/11/2012 07/11/2012 03/31/2015 07/31/2015 07/01/2019 06/30/2020 06/30/2020 03/19/2021 03/19/2021 03/19/2021 03/19/2021 03/19/2021 03/19/2021 03/19/2021 03/19/2021 03/19/2021 08/31/2021 09/01/2023	Andrew L. Beja Jennifer Pawloski David M. Rose Jeffrey A. Harrison Mannik S. Dhillon Joseph M. Mainelli Robert J. Harris Adam I. Friedman Christopher N. Cuesta Daniel G. Bandi Daniel J. DeMonica J. Bryan Tinsley Joe A. Gilbert Manish Maheshwar Michael P. Wayton Richard Watson Kelvin Wong	07/11/2012-12/01/2021 07/01/2019-09/30/2022 07/01/2019-09/30/2022 07/01/2019-09/30/2022 07/01/2019-09/30/2022 07/01/2019-09/30/2022 07/01/2019-09/30/2022 07/01/2019-09/30/2022 07/01/2019-09/30/2022 12/01/2019-03/19/2021 06/30/2020-01/04/2021	Gary C. Hatton Wasif A. Latif Brian S. Matuszak Gavin Hayman Robert D. Glise Robert E. Crosby Sean D. Wright Tony Y. Dong Edmund C. Griffin Tyler Dann

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview - USAA

Fund	Ticker		Current PM Team	Recent PM	Departures*
Victory International	USIFX	08/28/2015	Andrew M. Corry		
		08/28/2015	James H. Shakin		
		07/01/2019	Adam Mezan		
		07/01/2019	Jeffrey R. Sullivan		
		07/01/2019	Mannik S. Dhillon		
		07/01/2019	Peter S. Carpenter		
		07/01/2019	U-Wen Kok		
		03/01/2021	Christopher N. Cuesta		
Victory Emerging Mkts	USEMX	03/01/2021	Manish Maheshwari		
		10/16/2012	James M. Donald		
		10/16/2012	Kevin O'Hare		
		10/01/2013	Stephen Marra		
		07/01/2019	John W. Evers	10/16/2012-01/23/2024	Jai Jacob
		07/01/2019	Mannik S. Dhillon		
		07/01/2019	Maria Freund		
		07/01/2019	Michael L. Reynal		
Victory Income	USAIX	07/01/2019	Robert D. Cerow		
		12/01/2013	Brian W. Smith		
		11/04/2016	John Spear		
		11/04/2016	Kurt Daum	07/16/2012-11/01/2022	Julianne Bass
		07/01/2019	James F. Jackson		
		07/01/2019	R. Neal Graves		

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview - USAA

Fund	Ticker		Current PM Team	Recent PM	Departures*
Victory Core Plus Intrm-Term Bond	UIITX	12/01/2013 11/04/2016 11/04/2016 07/01/2019 07/01/2019	Brian W. Smith John Spear Kurt Daum James F. Jackson R.Neal Graves	07/16/2012-11/01/2022	Julianne Bass
Victory High Income	UIHIX	11/04/2016 11/04/2016 07/01/2019 07/01/2019	John Spear Kurt Daum James F. Jackson R.Neal Graves	07/16/2012-11/01/2022	Julianne Bass
Victory Short-Term Bond	UISBX	12/01/2013 11/04/2016 11/04/2016 07/01/2019 07/01/2019 12/01/2019	Brian W. Smith John Spear Kurt Daum James F. Jackson R.Neal Graves Douglas J. Rollwitz	07/16/2012-11/01/2022	Julianne Bass
Victory Government Securities	UIGSX	10/01/2013 07/01/2019 07/01/2019	R.Neal Graves James F. Jackson Zach Winters		
Victory Market Neutral Income	CBHIX	05/31/2018 10/31/2022 10/31/2022 10/31/2022	Mannik S. Dhillon Free Foutz Lance Humphrey Scott R. Kefer		

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview - Putnam

Fund	Ticker		Current PM Team	Recent PM	Departures*
Putnam Large Cap Value	PGOYX	08/29/2012 08/31/2019	Darren A. Jaroch Lauren B. DeMore		
Principal Mid Cap Blend	PCBIX	12/06/2000 03/01/2013	Bill Nolin Thomas Rozyci		
Putnam Large Cap Growth	PEIYX	08/02/2017 05/31/2019	Richard E. Bodzy Greg McCullough		
Putnam Small Cap Value	PYSVX	01/31/2019	Michael Petro		
MFS Institutional Intl Equity	MIEIX	10/01/2009 05/01/2016	Daniel Ling Filipe M.G. Benzinho		
Putnam Core Bond Fund	PYTRX	12/23/2008 02/28/2017 02/28/2023 02/28/2023	Michael V. Salm Albert Chan Andrew Benson Sriketan Mahanti	12/23/2008-06/30/2021 12/23/2008-03/31/2022 03/31/2022-02/28/2023	D. William Kohli Paul D. Scanlon Norman P. Boucher
Putnam Income	PNCYX	06/30/2007 07/27/2011 08/31/2021	Michael V. Salm Brett Kozlowski Andrew Benson	02/28/2017-08/31/2021	Emily E. Shanks
Federated Hermes Short-Intl Gvt	FIGTX	07/05/2013 05/31/2017	J. Andrew Kirschler Todd A. Abraham		
Putnam High Yield	PHAYX	11/30/2005 11/30/2005	Norman P. Boucher Robert L. Salvin	12/31/2002-03/31/2022	Paul D. Scanlon
Putnam Multi-Asset Income Fund	N/A	12/23/2008 12/23/2008 03/31/2019 06/30/2021	James A. Fetch Robert J. Schoen Brett Goldstein Adrian H. Chan		

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview - Wealthfront

Fund	Ticker		Current PM Team	Recent PM	Departures*
Vanguard Total Stock Mkt ETF	VTI	12/31/1994 04/27/2016 02/17/2023	Gerard C. O'Reilly Walter Nejman Michelle Louie		
Vanguard Div Appreciation ETF	VIG	05/25/2016 05/25/2016	Gerard C. O'Reilly Walter Nejman		
Vanguard FTSE Dev Mkts ETF	VEA	02/22/2013 11/30/2017	Christine D. Franquin Michael Perre		
Vanguard FTSE Emerging Mkts ETF	VWO	08/29/2008 02/26/2016	Michael Perre Jeffrey D. Miller		
Vanguard REIT ETF	VNQ	05/13/1996 05/25/2016	Gerard C. O'Reilly Walter Nejman		
iShares iBoxx \$ Inv Grade Corp Bond ETF	LQD	07/01/2011 06/29/2021	James J. Mauro Karen Uyehara	07/01/2010-06/29/2021	Scott Radell
iShares JP Morgan USD EM Bond ETF	EMB	07/01/2011 03/01/2021	James J. Mauro Karen Uyehara		
iShares Short Treasury Bond ETF	SHV	07/01/2011 06/29/2021	James J. Mauro Karen Uyehara	07/01/2010-06/29/2021	Scott Radell
Vanguard Short-Term Infl Prot Sec Index ETF	VTIP	10/12/2012	Joshua C. Barrickman		

\*Recent is defined as having occurred in the last three years. Source: Morningstar



### Portfolio Manager Overview – JP Morgan

Fund	Ticker		Current PM Team	Recent PM	Departures*
Passively Managed					
JP Morgan BetaBuilders US Equity ETF	BBUS	03/12/2019 03/12/2019 03/12/2019	Alex Hamilton Michael Loeffler Nicholas D' Eramo	03/12/2019 – 06/20/2024	Oliver Furby
JP Morgan BetaBuilders US Mid Cap	BBMC	04/14/2020 04/14/2020 04/14/2020	Alex Hamilton Michael Loeffler Nicholas D' Eramo	04/14/2020 – 06/20/2024	Oliver Furby
JP Morgan BetaBuilders US Small Cap	BBSC	11/16/2020 11/16/2020 11/16/2020	Alex Hamilton Michael Loeffler Nicholas D' Eramo	11/16/2020 – 06/20/2024	Oliver Furby
JP Morgan BetaBuilders MSCI US REIT ETF	BBRE	06/15/2018 06/15/2018 06/15/2018	Alex Hamilton Michael Loeffler Nicholas D' Eramo	06/15/2018 – 06/20/2024	Oliver Furby
JP Morgan BetaBuilders Intl Equity ETF	BBIN	03/12/2019 03/12/2019 03/12/2019	Alex Hamilton Michael Loeffler Nicholas D' Eramo	03/12/2019 – 06/20/2024	Oliver Furby

\*Recent is defined as having occurred in the last three years. Source: Morningstar

## Summary of Fund Performance Status

### Portfolio Manager Overview – JP Morgan

Fund	Ticker		Current PM Team	Recent PM	Departures*
Passively Managed (continued)					
JP Morgan BetaBuilders Aggregate ETF	BBAG	07/14/2023	Supreet Khandate	12/12/2018-02/01/2023	Niels Schuehle
		10/12/2023	Evan Olonoff	12/12/2018-12/01/2023	Eric J Isenberg
		10/12/2023	Jan Ho	06/17/2021-10/19/2022	Behnood Noei
				01/06/2021-07/14/2023	Jonathan Msika
				12/12/2018-07/16/2024	Naveen Kumar
JP Morgan BetaBuilders \$ HY Corp Bd ETF	BBHY	07/14/2023	Edward Gibbons	10/04/2021-12/01/2023	Naveen Kumar
		10/12/2023	John Lux	10/04/2021-12/01/2023	Qiwei Zhu
		07/16/2024	Mark Willauer	07/14/2023-12/01/2023	Supreet Khandate
JP Morgan BetaBuilders \$ IG Corp Bd ETF	BBCB			12/12/2018-12/01/2023	Lisa Coleman
				12/12/2018-10/04/2021	Ghupinder Bahra
		10/04/2021	Qiwei Zhu	12/12/2018-10/04/2021	Frederick Bourgoin
		10/12/2023	Supreet Khandate	12/12/2018-02/01/2023	Sameer Iqbal
		07/16/2024	Mark Willauer	12/12/2018-02/01/2023	Lorenzo Napolitano
				02/01/2023-12/01/2023	Eric J Isenberg
				02/01/2023-07/14/2023	Jonathan Msika

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview – JP Morgan

Fund	Ticker		Current PM Team	Recent PM	Departures*
Actively Managed					
JP Morgan US Equity Fund-R6	JUEMX	08/18/2014 11/01/2021	Scott B. Davis Shilpee Raina	07/21/2016-11/01/2023	David Small
JP Morgan Growth Advantage Fund	JGVVX	11/01/2020 07/12/2022	Felise Agranoff Larry H. Lee	01/01/2002-03/01/2024	Timothy RV Parton
JP Morgan Active Value ETF	JAVA	10/04/2021 10/04/2021 10/04/2021 10/04/2021	Scott Blasdel Andrew Brandon Clare A. Hart David Silberman		
JP Morgan Value Advantage	JVAYX	02/28/2005 11/01/2020 03/19/2024	Jonathan K.L. Simon Graham Spence Scott Blasdel	02/28/2005-11/01/2022	Lawrence E. Playford
JP Morgan US Sustainable Leaders	JISX	11/01/2018 11/01/2019 11/01/2023	Andrew Stern Wonseok Choi Lei (Grace) Liu	11/01/2019 – 05/31/2023	Jonathan Tse
JP Morgan Intl Research Enh Equity ETF	JIRE	10/28/1992 10/28/1992 10/28/1992	Nicholas Farserotu Piera Elisa Grassi Winnie Cheung		
JP Morgan ActiveBuilders EM Eq ETF	JEMA	03/10/2021 03/10/2021 03/01/2022	Anuj Arora Joyce Weng Harold Yu		

\*Recent is defined as having occurred in the last three years. Source: Morningstar

### Portfolio Manager Overview – JP Morgan

Fund	Ticker		Current PM Team	Recent PM	Departures*
Actively Managed (continued)					
JP Morgan Core Bond Fund	JCBUX	09/14/2015 03/27/2019 05/23/2023 05/23/2023 03/01/2024	Richard D. Figuly Justin Rucker Andrew Melchiorre Edward Fitzpatrick Priya Misra	01/06/2021-03/01/2024	Steven S. Lear
JP Morgan Income ETF	JPIE	10/28/2021 10/28/2021 10/28/2021	Thomas J. Hauser Andrew Headley J. Andrew Norelli		
JP Morgan Inflation Managed Bond ETF	JCPI	03/31/2010 12/31/2015 07/01/2023	Scott E. Grimshaw David P. Rooney Edward Fitzpatrick	12/31/2013-03/01/2024	Steven S. Lear
JP Morgan Ultra-Short Income ETF	JPST	05/17/2017 05/17/2017 05/17/2017 05/17/2017	Cecilia Junker David N. Martucci James McNerny Kyongsoo Noh		

\*Recent is defined as having occurred in the last three years. Source: Morningstar

## **Performance Summary**

	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
Vanguard 529									
Vanguard Plan - Passive									
Vanguard 500 Index	4.3 (20)	24.5 (34)	10.0 (22)	15.0 (18)	26.2 (25)	-18.1 (51)	28.7 (21)	18.4 (36)	31.5 (22)
<i>S&amp;P 500 Index</i>	<i>4.3 (19)</i>	<i>24.6 (34)</i>	<i>10.0 (21)</i>	<i>15.0 (17)</i>	<i>26.3 (24)</i>	<i>-18.1 (49)</i>	<i>28.7 (20)</i>	<i>18.4 (35)</i>	<i>31.5 (22)</i>
Vanguard Total Stock Mkt Index	3.3 (50)	23.2 (52)	7.9 (63)	14.1 (44)	26.1 (29)	-19.5 (76)	25.8 (62)	21.0 (18)	30.9 (38)
<i>CRSP U.S. Total Market TR Index</i>	<i>3.2 (50)</i>	<i>23.2 (52)</i>	<i>7.9 (64)</i>	<i>14.1 (45)</i>	<i>26.0 (32)</i>	<i>-19.5 (76)</i>	<i>25.7 (62)</i>	<i>21.0 (17)</i>	<i>30.8 (39)</i>
Vanguard Value Index	-0.9 (34)	15.9 (39)	8.0 (22)	10.5 (35)	9.3 (66)	-2.1 (19)	26.5 (44)	2.3 (56)	25.8 (47)
<i>CRSP U.S. Large Cap Value TR Index</i>	<i>-0.9 (34)</i>	<i>15.8 (40)</i>	<i>8.0 (22)</i>	<i>10.5 (35)</i>	<i>9.2 (67)</i>	<i>-2.0 (19)</i>	<i>26.5 (44)</i>	<i>2.3 (56)</i>	<i>25.9 (47)</i>
Vanguard Growth Index	8.7 (11)	32.8 (39)	9.9 (17)	18.8 (10)	46.8 (16)	-33.1 (68)	27.3 (18)	40.2 (33)	37.3 (13)
<i>CRSP U.S. Large Cap Growth TR Index</i>	<i>8.7 (11)</i>	<i>32.8 (38)</i>	<i>9.9 (16)</i>	<i>18.8 (10)</i>	<i>46.9 (16)</i>	<i>-33.1 (68)</i>	<i>27.3 (17)</i>	<i>40.3 (33)</i>	<i>37.3 (13)</i>
Vanguard Mid-Cap Index	-2.7 (23)	11.8 (64)	2.2 (65)	9.4 (48)	16.0 (48)	-18.7 (79)	24.5 (41)	18.3 (21)	31.1 (20)
<i>CRSP U.S. Mid Cap TR Index</i>	<i>-2.7 (23)</i>	<i>11.8 (64)</i>	<i>2.2 (65)</i>	<i>9.4 (48)</i>	<i>16.0 (49)</i>	<i>-18.7 (79)</i>	<i>24.5 (41)</i>	<i>18.2 (22)</i>	<i>31.1 (20)</i>
Vanguard Small-Cap Index	-4.1 (78)	11.5 (32)	0.5 (47)	8.5 (39)	18.2 (24)	-17.6 (57)	17.7 (79)	19.1 (23)	27.4 (18)
<i>CRSP U.S. Small Cap TR Index</i>	<i>-4.1 (79)</i>	<i>11.4 (33)</i>	<i>0.5 (48)</i>	<i>8.4 (40)</i>	<i>18.1 (25)</i>	<i>-17.6 (58)</i>	<i>17.7 (79)</i>	<i>19.1 (24)</i>	<i>27.3 (19)</i>
Vanguard Total Intl Stock Index	0.8 (35)	10.9 (45)	0.3 (72)	5.7 (65)	15.4 (66)	-16.1 (56)	8.6 (69)	11.2 (37)	21.4 (61)
<i>FTSE Global ex USA All Cap Index</i>	<i>1.0 (28)</i>	<i>12.0 (26)</i>	<i>0.8 (58)</i>	<i>6.2 (47)</i>	<i>16.2 (52)</i>	<i>-15.8 (52)</i>	<i>9.1 (64)</i>	<i>11.5 (34)</i>	<i>22.2 (47)</i>
Vanguard Total Bond Mkt Index	0.2 (49)	2.8 (57)	-3.0 (36)	-0.2 (50)	5.7 (44)	-13.1 (34)	-1.6 (52)	7.7 (53)	8.7 (36)
<i>Blmbg. U.S. Aggregate Float Adjusted</i>	<i>0.1 (76)</i>	<i>2.7 (60)</i>	<i>-3.0 (36)</i>	<i>-0.2 (50)</i>	<i>5.6 (52)</i>	<i>-13.1 (29)</i>	<i>-1.6 (49)</i>	<i>7.7 (52)</i>	<i>8.9 (32)</i>
Vanguard Total Bond Mkt II Index	0.2 (45)	2.7 (61)	-3.0 (38)	-0.3 (57)	5.7 (48)	-13.1 (32)	-1.7 (54)	7.4 (65)	8.7 (39)
<i>Blmbg. U.S. Aggregate Float Adjusted</i>	<i>0.1 (76)</i>	<i>2.7 (60)</i>	<i>-3.0 (36)</i>	<i>-0.2 (50)</i>	<i>5.6 (52)</i>	<i>-13.1 (29)</i>	<i>-1.6 (49)</i>	<i>7.7 (52)</i>	<i>8.9 (32)</i>
Vanguard Total Intl Bond Index	-0.6 (83)	4.4 (65)	-2.0 (51)	-0.4 (73)	8.9 (26)	-12.9 (60)	-2.2 (62)	4.6 (79)	7.9 (64)
<i>Blmbg. Global Agg ex-USD Flt Adj RIC Cpd (H)</i>	<i>-0.4 (70)</i>	<i>4.7 (56)</i>	<i>-1.9 (46)</i>	<i>-0.3 (67)</i>	<i>8.7 (32)</i>	<i>-12.7 (56)</i>	<i>-2.1 (57)</i>	<i>4.7 (71)</i>	<i>8.1 (60)</i>

	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
Vanguard Plan - Active									
Vanguard US Growth Admiral	6.1 (47)	31.9 (45)	1.8 (89)	15.2 (55)	45.3 (21)	-39.6 (91)	12.5 (87)	58.7 (9)	33.5 (43)
<i>Russell 1000 Growth Index</i>	<i>8.3 (14)</i>	<i>33.5 (34)</i>	<i>11.3 (5)</i>	<i>19.3 (7)</i>	<i>42.7 (32)</i>	<i>-29.1 (36)</i>	<i>27.6 (15)</i>	<i>38.5 (38)</i>	<i>36.4 (19)</i>
Vanguard Windsor	-1.8 (58)	12.6 (72)	7.6 (30)	12.5 (8)	15.0 (20)	-3.0 (26)	28.1 (27)	7.5 (17)	30.5 (7)
<i>Russell 1000 Value Index</i>	<i>-2.2 (68)</i>	<i>13.1 (65)</i>	<i>5.5 (74)</i>	<i>9.0 (67)</i>	<i>11.5 (47)</i>	<i>-7.5 (69)</i>	<i>25.2 (62)</i>	<i>2.8 (50)</i>	<i>26.5 (37)</i>
Vanguard STAR	0.9 (62)	11.9 (61)	0.9 (87)	7.8 (30)	17.1 (17)	-18.0 (91)	9.7 (91)	21.4 (5)	22.2 (13)
<i>STAR Composite Benchmark</i>	<i>1.8 (28)</i>	<i>13.6 (37)</i>	<i>3.1 (39)</i>	<i>7.7 (31)</i>	<i>16.4 (21)</i>	<i>-15.2 (49)</i>	<i>12.0 (63)</i>	<i>14.6 (27)</i>	<i>20.6 (29)</i>
Vanguard Infl-Prot Securities	1.0 (16)	2.9 (41)	-1.4 (32)	2.0 (32)	3.8 (40)	-11.9 (44)	5.7 (25)	11.0 (37)	8.2 (43)
<i>Blmbg. U.S. TIPS Index</i>	<i>0.8 (47)</i>	<i>2.7 (44)</i>	<i>-1.3 (31)</i>	<i>2.1 (28)</i>	<i>3.9 (38)</i>	<i>-11.8 (41)</i>	<i>6.0 (17)</i>	<i>11.0 (38)</i>	<i>8.4 (26)</i>
Vanguard High Yield Corp Bond	1.4 (27)	9.4 (65)	1.8 (39)	3.5 (46)	11.7 (62)	-9.0 (23)	3.8 (78)	5.4 (49)	15.9 (8)
<i>Blmbg. U.S. Corp: High Yield Index</i>	<i>1.1 (63)</i>	<i>10.4 (30)</i>	<i>1.6 (43)</i>	<i>3.9 (27)</i>	<i>13.4 (13)</i>	<i>-11.2 (61)</i>	<i>5.3 (40)</i>	<i>7.1 (19)</i>	<i>14.3 (37)</i>

	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
USAA 529									
Victory Nasdaq-100 Index	7.9 (20)	30.2 (55)	11.0 (7)	21.2 (2)	54.5 (3)	-32.7 (65)	26.9 (20)	48.3 (18)	38.9 (7)
<i>NASDAQ 100 Stock Index</i>	<i>8.0 (18)</i>	<i>30.8 (51)</i>	<i>11.5 (4)</i>	<i>21.8 (2)</i>	<i>55.1 (2)</i>	<i>-32.4 (62)</i>	<i>27.5 (16)</i>	<i>48.9 (17)</i>	<i>39.5 (5)</i>
Victory Value	-1.9 (60)	17.4 (25)	7.8 (26)	9.5 (56)	14.0 (27)	-5.7 (53)	25.9 (52)	-0.9 (83)	25.0 (58)
<i>Russell 1000 Value Index</i>	<i>-2.2 (68)</i>	<i>13.1 (65)</i>	<i>5.5 (74)</i>	<i>9.0 (67)</i>	<i>11.5 (47)</i>	<i>-7.5 (69)</i>	<i>25.2 (62)</i>	<i>2.8 (50)</i>	<i>26.5 (37)</i>
Victory Income Stock	-3.0 (83)	17.2 (27)	8.2 (20)	9.6 (52)	12.1 (42)	-4.2 (38)	26.5 (43)	0.3 (75)	23.7 (72)
<i>MSCI USA High Dividend Yield Index (Net)</i>	<i>-1.9 (63)</i>	<i>11.7 (79)</i>	<i>5.0 (81)</i>	<i>7.1 (91)</i>	<i>5.8 (86)</i>	<i>-4.6 (42)</i>	<i>20.9 (92)</i>	<i>0.6 (73)</i>	<i>21.3 (89)</i>
Victory Small Cap Stock	-5.0 (91)	7.5 (83)	-2.0 (82)	8.1 (45)	17.5 (32)	-19.9 (75)	18.1 (77)	22.4 (7)	29.1 (10)
<i>Russell 2000 Index</i>	<i>-3.3 (45)</i>	<i>10.1 (48)</i>	<i>-2.6 (86)</i>	<i>6.9 (69)</i>	<i>16.9 (40)</i>	<i>-20.4 (82)</i>	<i>14.8 (87)</i>	<i>20.0 (15)</i>	<i>25.5 (37)</i>
Victory International	0.3 (46)	13.7 (15)	2.6 (25)	5.7 (63)	17.5 (34)	-15.8 (52)	14.9 (6)	3.3 (93)	22.9 (39)
<i>MSCI EAFE Index</i>	<i>-0.2 (61)</i>	<i>12.1 (26)</i>	<i>3.4 (13)</i>	<i>7.0 (22)</i>	<i>18.9 (16)</i>	<i>-14.0 (22)</i>	<i>11.8 (28)</i>	<i>8.3 (58)</i>	<i>22.7 (42)</i>
Victory Trivalent International Small Cap	-1.2 (58)	9.8 (43)	-2.2 (63)	5.8 (30)	15.5 (28)	-23.1 (85)	12.4 (67)	15.4 (12)	27.9 (3)
<i>S&amp;P Developed Ex-U.S. SmallCap (Net)</i>	<i>-1.0 (55)</i>	<i>7.6 (71)</i>	<i>-3.9 (89)</i>	<i>4.1 (86)</i>	<i>13.5 (74)</i>	<i>-21.8 (82)</i>	<i>9.2 (96)</i>	<i>13.8 (27)</i>	<i>24.1 (28)</i>
Victory Emerging Mkts	4.6 (44)	15.4 (25)	-2.7 (25)	4.9 (28)	16.3 (19)	-20.1 (30)	-1.1 (48)	17.0 (57)	23.2 (33)
<i>MSCI Emerging Markets (Net)</i>	<i>5.0 (36)</i>	<i>12.5 (44)</i>	<i>-5.1 (44)</i>	<i>3.1 (52)</i>	<i>9.8 (60)</i>	<i>-20.1 (30)</i>	<i>-2.5 (58)</i>	<i>18.3 (47)</i>	<i>18.4 (65)</i>
Victory Income	0.3 (97)	5.2 (100)	-2.1 (100)	1.0 (99)	7.2 (99)	-13.4 (93)	0.4 (99)	8.2 (8)	11.1 (82)
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (99)</i>	<i>2.6 (100)</i>	<i>-3.0 (100)</i>	<i>-0.2 (100)</i>	<i>5.5 (100)</i>	<i>-13.0 (92)</i>	<i>-1.5 (100)</i>	<i>7.5 (14)</i>	<i>8.7 (93)</i>
Victory Intrm-Term Bond	0.4 (34)	4.4 (27)	-1.8 (9)	1.4 (5)	7.2 (14)	-12.6 (16)	1.0 (7)	9.4 (23)	11.1 (9)
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (81)</i>	<i>2.6 (80)</i>	<i>-3.0 (49)</i>	<i>-0.2 (69)</i>	<i>5.5 (73)</i>	<i>-13.0 (26)</i>	<i>-1.5 (81)</i>	<i>7.5 (70)</i>	<i>8.7 (67)</i>
Victory High Income	0.7 (90)	9.3 (71)	1.3 (56)	3.0 (69)	13.2 (17)	-10.8 (53)	5.7 (29)	3.7 (76)	13.4 (54)
<i>Credit Suisse High Yield Index</i>	<i>1.0 (74)</i>	<i>10.2 (36)</i>	<i>1.9 (33)</i>	<i>3.8 (32)</i>	<i>13.6 (12)</i>	<i>-10.6 (47)</i>	<i>5.5 (35)</i>	<i>5.5 (46)</i>	<i>14.0 (43)</i>
Victory Short-Term Bond	1.4 (7)	7.4 (7)	2.1 (5)	2.7 (4)	6.4 (20)	-2.9 (4)	1.1 (14)	4.7 (29)	5.0 (35)
<i>Bloomberg U.S. Gov/Credit 1-3 Year Index</i>	<i>1.0 (64)</i>	<i>4.9 (81)</i>	<i>0.6 (48)</i>	<i>1.2 (61)</i>	<i>4.6 (84)</i>	<i>-3.7 (17)</i>	<i>-0.5 (59)</i>	<i>3.3 (70)</i>	<i>4.0 (76)</i>
Victory Government Securities	0.4 (14)	2.9 (9)	-1.5 (2)	0.3 (2)	4.6 (31)	-8.1 (4)	-0.8 (15)	5.4 (61)	5.7 (57)
<i>Blmbg. U.S. Government: Intermediate Index</i>	<i>0.6 (4)</i>	<i>3.4 (3)</i>	<i>-1.4 (2)</i>	<i>0.3 (2)</i>	<i>4.3 (47)</i>	<i>-7.7 (3)</i>	<i>-1.7 (48)</i>	<i>5.7 (52)</i>	<i>5.2 (78)</i>
Victory Market Neutral Income	1.9 (32)	4.7 (83)	2.6 (67)	3.2 (49)	9.9 (31)	-2.6 (67)	3.4 (39)	4.8 (19)	2.8 (34)
<i>Blmbg. U.S. Treasury Bellwethers: 3 month</i>	<i>1.3 (41)</i>	<i>5.5 (82)</i>	<i>3.1 (60)</i>	<i>2.2 (71)</i>	<i>5.2 (52)</i>	<i>1.5 (44)</i>	<i>0.0 (81)</i>	<i>0.7 (40)</i>	<i>2.3 (36)</i>



	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
Putnam 529 for America									
Age/Goal Based Portfolios									
GAA All Equity	3.9 (21)	25.9 (14)	7.8 (41)	12.3 (45)	26.0 (19)	-18.9 (70)	21.7 (79)	16.3 (46)	23.4 (84)
<i>GAA All Equity Benchmark</i>	<i>2.7 (37)</i>	<i>20.3 (44)</i>	<i>6.4 (51)</i>	<i>12.1 (47)</i>	<i>23.5 (36)</i>	<i>-18.2 (59)</i>	<i>21.0 (81)</i>	<i>18.3 (32)</i>	<i>28.5 (47)</i>
GAA Growth	3.4 (28)	22.7 (34)	6.1 (52)	10.3 (58)	21.0 (47)	-16.7 (45)	18.1 (89)	14.5 (55)	20.5 (94)
<i>GAA Growth Benchmark</i>	<i>2.2 (40)</i>	<i>17.1 (51)</i>	<i>4.8 (59)</i>	<i>9.9 (63)</i>	<i>20.2 (49)</i>	<i>-16.9 (47)</i>	<i>16.7 (91)</i>	<i>16.5 (45)</i>	<i>24.5 (79)</i>
GAA Balanced	2.6 (37)	18.6 (47)	4.6 (61)	8.2 (81)	17.6 (61)	-15.2 (32)	14.4 (95)	12.1 (70)	17.8 (97)
<i>GAA Balanced Benchmark</i>	<i>1.7 (43)</i>	<i>13.9 (62)</i>	<i>3.5 (69)</i>	<i>8.0 (83)</i>	<i>17.2 (63)</i>	<i>-15.9 (37)</i>	<i>13.2 (98)</i>	<i>14.8 (54)</i>	<i>21.4 (92)</i>
GAA Conservative	1.3 (46)	10.7 (78)	0.5 (83)	3.8 (100)	10.7 (94)	-14.0 (25)	6.2 (100)	9.6 (81)	13.3 (99)
<i>GAA Conservative Benchmark</i>	<i>0.9 (48)</i>	<i>8.4 (90)</i>	<i>0.4 (84)</i>	<i>4.0 (99)</i>	<i>11.5 (92)</i>	<i>-14.3 (26)</i>	<i>5.8 (100)</i>	<i>11.4 (73)</i>	<i>15.2 (99)</i>

	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
<b>Individual Funds</b>									
State Street S&P 500 ETF	4.3 (21)	24.4 (36)	9.9 (23)	15.0 (19)	26.1 (28)	-18.1 (50)	28.6 (22)	18.4 (35)	31.3 (27)
<i>S&amp;P 500 Index</i>	<i>4.3 (19)</i>	<i>24.6 (34)</i>	<i>10.0 (21)</i>	<i>15.0 (17)</i>	<i>26.3 (24)</i>	<i>-18.1 (49)</i>	<i>28.7 (20)</i>	<i>18.4 (35)</i>	<i>31.5 (22)</i>
Putnam Large Cap Value	1.4 (6)	23.2 (5)	11.2 (2)	14.1 (3)	15.6 (18)	-2.8 (25)	27.2 (37)	6.1 (24)	30.2 (8)
<i>Russell 1000 Value Index</i>	<i>-2.2 (68)</i>	<i>13.1 (65)</i>	<i>5.5 (74)</i>	<i>9.0 (67)</i>	<i>11.5 (47)</i>	<i>-7.5 (69)</i>	<i>25.2 (62)</i>	<i>2.8 (50)</i>	<i>26.5 (37)</i>
Principal Mid Cap Blend	-2.7 (27)	17.4 (13)	5.0 (6)	11.2 (12)	25.9 (17)	-23.2 (17)	25.3 (5)	18.3 (96)	42.9 (3)
<i>Russell Midcap Index</i>	<i>-3.3 (40)</i>	<i>12.9 (38)</i>	<i>2.4 (14)</i>	<i>9.5 (33)</i>	<i>17.2 (77)</i>	<i>-17.3 (6)</i>	<i>22.6 (9)</i>	<i>17.1 (98)</i>	<i>30.5 (76)</i>
Putnam Large Cap Growth	8.4 (13)	34.3 (29)	10.6 (11)	18.2 (15)	44.6 (23)	-30.2 (44)	22.8 (44)	38.8 (37)	36.7 (17)
<i>Russell 1000 Growth Index</i>	<i>8.3 (14)</i>	<i>33.5 (34)</i>	<i>11.3 (5)</i>	<i>19.3 (7)</i>	<i>42.7 (32)</i>	<i>-29.1 (36)</i>	<i>27.6 (15)</i>	<i>38.5 (38)</i>	<i>36.4 (19)</i>
Putnam Small Cap Value	-1.7 (11)	16.5 (7)	3.8 (29)	10.9 (14)	23.8 (7)	-13.1 (66)	39.9 (7)	3.8 (47)	24.2 (29)
<i>Russell 2000 Value Index</i>	<i>-3.6 (47)</i>	<i>10.9 (50)</i>	<i>-0.5 (91)</i>	<i>7.1 (79)</i>	<i>14.6 (58)</i>	<i>-14.5 (81)</i>	<i>28.3 (64)</i>	<i>4.6 (38)</i>	<i>22.4 (46)</i>
MFS Institutional Intl Equity	0.0 (42)	9.3 (47)	4.2 (3)	8.0 (16)	19.0 (21)	-14.8 (3)	15.2 (10)	11.1 (97)	28.4 (45)
<i>MSCI EAFE Index</i>	<i>-0.2 (50)</i>	<i>12.1 (27)</i>	<i>3.4 (5)</i>	<i>7.0 (31)</i>	<i>18.9 (23)</i>	<i>-14.0 (3)</i>	<i>11.8 (24)</i>	<i>8.3 (99)</i>	<i>22.7 (95)</i>
Putnam Core Bond Fund	0.4 (12)	3.6 (18)	0.3 (1)	1.1 (2)	4.8 (90)	-0.4 (1)	-3.6 (100)	0.8 (100)	9.4 (17)
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (78)</i>	<i>2.6 (65)</i>	<i>-3.0 (40)</i>	<i>-0.2 (54)</i>	<i>5.5 (57)</i>	<i>-13.0 (28)</i>	<i>-1.5 (48)</i>	<i>7.5 (60)</i>	<i>8.7 (38)</i>
Putnam Income	0.5 (17)	4.9 (16)	-3.0 (50)	-0.2 (67)	5.1 (83)	-12.8 (21)	-3.6 (98)	7.2 (75)	11.7 (5)
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (81)</i>	<i>2.6 (80)</i>	<i>-3.0 (49)</i>	<i>-0.2 (69)</i>	<i>5.5 (73)</i>	<i>-13.0 (26)</i>	<i>-1.5 (81)</i>	<i>7.5 (70)</i>	<i>8.7 (67)</i>
Federated Hermes Short-Int Gvt	0.2 (99)	2.9 (96)	-2.3 (98)	-0.4 (92)	3.9 (65)	-8.7 (95)	-2.4 (94)	5.8 (4)	4.6 (7)
<i>ICE BofA 3-5 Year U.S. Treasury</i>	<i>0.6 (75)</i>	<i>3.6 (75)</i>	<i>-1.6 (89)</i>	<i>0.3 (71)</i>	<i>4.4 (25)</i>	<i>-7.9 (88)</i>	<i>-2.0 (86)</i>	<i>6.1 (2)</i>	<i>5.2 (6)</i>
Putnam High Yield	1.2 (50)	10.2 (35)	1.2 (61)	3.4 (53)	12.4 (41)	-11.7 (76)	5.1 (44)	5.9 (36)	14.2 (39)
<i>JP Morgan Developed High Yield Index</i>	<i>1.3 (43)</i>	<i>11.1 (19)</i>	<i>2.3 (25)</i>	<i>4.1 (22)</i>	<i>13.8 (9)</i>	<i>-10.5 (45)</i>	<i>5.9 (24)</i>	<i>5.3 (50)</i>	<i>14.6 (31)</i>
<b>Absolute Return Funds</b>									
Putnam Multi-Asset Income Fund	1.3 (6)	11.4 (6)	1.4 (8)	--	11.2 (8)	-12.4 (48)	6.2 (10)	8.3 (50)	--
<i>Putnam Multi-Asset Income Blended Benchmark</i>	<i>1.0 (19)</i>	<i>9.0 (11)</i>	<i>0.8 (17)</i>	<i>--</i>	<i>12.0 (4)</i>	<i>-13.8 (71)</i>	<i>6.1 (12)</i>	<i>10.7 (9)</i>	<i>--</i>

	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
<b>Wealthfront</b>									
Vanguard Total Stock Mkt ETF	3.2 (50)	23.2 (52)	7.9 (64)	14.1 (46)	26.0 (31)	-19.5 (76)	25.7 (63)	20.9 (18)	30.8 (40)
<i>CRSP U.S. Total Market TR Index</i>	<i>3.2 (50)</i>	<i>23.2 (52)</i>	<i>7.9 (64)</i>	<i>14.1 (45)</i>	<i>26.0 (32)</i>	<i>-19.5 (76)</i>	<i>25.7 (62)</i>	<i>21.0 (17)</i>	<i>30.8 (39)</i>
Vanguard Div Appreciation ETF	0.4 (84)	14.6 (89)	7.7 (68)	11.7 (81)	14.4 (90)	-9.8 (10)	23.6 (84)	15.5 (61)	29.7 (54)
<i>NASDAQ U.S. Dividend Achievers Select Index</i>	<i>1.0 (80)</i>	<i>15.3 (87)</i>	<i>8.0 (63)</i>	<i>11.9 (80)</i>	<i>14.2 (91)</i>	<i>-9.5 (10)</i>	<i>23.5 (85)</i>	<i>15.6 (60)</i>	<i>29.8 (54)</i>
Vanguard FTSE Dev Mkts ETF	-0.7 (82)	10.6 (53)	1.8 (39)	6.5 (33)	17.8 (30)	-15.3 (46)	11.5 (32)	10.3 (44)	22.1 (48)
<i>FTSE Dvlp ex US All Cap (US RIC) NR</i>	<i>-0.6 (79)</i>	<i>11.3 (36)</i>	<i>1.9 (38)</i>	<i>6.6 (32)</i>	<i>18.0 (26)</i>	<i>-15.6 (50)</i>	<i>11.6 (31)</i>	<i>10.0 (47)</i>	<i>22.3 (46)</i>
Vanguard FTSE Emerging Mkts ETF	5.3 (29)	11.9 (49)	-3.7 (34)	3.8 (42)	9.3 (65)	-17.7 (20)	1.0 (35)	15.3 (66)	20.4 (52)
<i>FTSE Emerging Mkts All Cap China A Inclusion Index</i>	<i>5.7 (23)</i>	<i>13.8 (37)</i>	<i>-2.9 (28)</i>	<i>4.5 (33)</i>	<i>10.0 (60)</i>	<i>-17.3 (18)</i>	<i>1.8 (31)</i>	<i>15.8 (63)</i>	<i>20.8 (49)</i>
Vanguard REIT ETF	-1.9 (84)	4.7 (72)	-2.6 (78)	2.9 (64)	11.8 (58)	-26.2 (48)	40.4 (65)	-4.7 (48)	28.9 (37)
<i>MSCI US Inv Mkt RE 25-50 GR</i>	<i>-1.9 (83)</i>	<i>4.9 (68)</i>	<i>-2.4 (72)</i>	<i>3.1 (58)</i>	<i>12.0 (52)</i>	<i>-26.1 (45)</i>	<i>40.6 (62)</i>	<i>-4.6 (47)</i>	<i>29.0 (35)</i>
iShares iBoxx \$ Inv Grade Corp Bond ETF	-0.5 (97)	3.7 (88)	-4.0 (88)	0.3 (81)	9.3 (13)	-18.0 (96)	-1.6 (77)	11.1 (27)	17.1 (1)
<i>Markit iBoxx Liquid IG</i>	<i>-0.5 (96)</i>	<i>4.0 (84)</i>	<i>-3.9 (85)</i>	<i>0.4 (74)</i>	<i>9.5 (9)</i>	<i>-17.9 (96)</i>	<i>-1.5 (74)</i>	<i>11.3 (25)</i>	<i>17.3 (1)</i>
iShares JP Morgan USD EM Bond ETF	0.2 (54)	8.8 (55)	-3.0 (82)	-0.3 (77)	10.6 (63)	-18.0 (84)	-2.4 (39)	5.5 (54)	15.6 (13)
<i>JPM EMBI Global Index (USD)</i>	<i>0.4 (38)</i>	<i>8.4 (62)</i>	<i>-2.2 (62)</i>	<i>0.3 (57)</i>	<i>10.5 (66)</i>	<i>-16.5 (71)</i>	<i>-1.5 (22)</i>	<i>5.9 (48)</i>	<i>14.4 (29)</i>
iShares Short Treasury Bond ETF	1.3 (74)	5.3 (87)	2.8 (52)	2.0 (74)	5.0 (85)	0.9 (23)	-0.1 (74)	0.8 (78)	2.3 (85)
<i>Bloomberg U.S. Short Treasury Index</i>	<i>1.3 (67)</i>	<i>5.4 (82)</i>	<i>2.9 (45)</i>	<i>2.1 (67)</i>	<i>5.1 (82)</i>	<i>1.0 (20)</i>	<i>0.0 (51)</i>	<i>0.9 (70)</i>	<i>2.5 (78)</i>
Vanguard Short-Term Infl Prot Sec Index ETF	1.5 (3)	5.3 (8)	2.1 (2)	3.1 (3)	4.6 (26)	-2.8 (2)	5.3 (43)	5.0 (98)	4.8 (100)
<i>Blmbg. U.S. TIPS 0-5 Year</i>	<i>1.4 (4)</i>	<i>5.4 (8)</i>	<i>2.2 (2)</i>	<i>3.2 (3)</i>	<i>4.6 (26)</i>	<i>-2.7 (2)</i>	<i>5.3 (43)</i>	<i>5.1 (98)</i>	<i>4.8 (100)</i>

	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
Future Path									
Future Path - Passive									
JPMorgan BetaBuilders U.S. Equity ETF	4.2 (27)	24.8 (31)	9.2 (41)	14.9 (21)	27.2 (16)	-19.4 (75)	27.0 (48)	20.7 (20)	--
<i>Morningstar US Target Market Exposure Index</i>	<i>4.2 (27)</i>	<i>24.8 (31)</i>	<i>9.2 (41)</i>	<i>14.9 (21)</i>	<i>27.2 (16)</i>	<i>-19.4 (75)</i>	<i>27.0 (48)</i>	<i>20.8 (19)</i>	<i>--</i>
JPMorgan BetaBuilders US Mid Cap	-4.8 (84)	12.4 (57)	0.5 (83)	--	18.3 (23)	-19.6 (83)	17.5 (85)	--	--
<i>MS US Mid Cap TME Extended Index</i>	<i>-4.8 (84)</i>	<i>12.5 (56)</i>	<i>0.5 (83)</i>	<i>--</i>	<i>18.3 (23)</i>	<i>-19.6 (84)</i>	<i>17.6 (85)</i>	<i>--</i>	<i>--</i>
JPMorgan BetaBuilders US Small Cap	-2.7 (31)	9.3 (63)	-1.9 (80)	--	20.0 (14)	-19.7 (74)	15.5 (85)	--	--
<i>MS US Small Cap TME Extended Index</i>	<i>-2.7 (30)</i>	<i>9.3 (65)</i>	<i>-1.9 (81)</i>	<i>--</i>	<i>20.0 (14)</i>	<i>-19.8 (74)</i>	<i>15.7 (85)</i>	<i>--</i>	<i>--</i>
JPMorgan BetaBuilders MSCI US REIT ETF	0.0 (32)	7.6 (16)	0.1 (5)	3.8 (36)	13.8 (17)	-24.6 (11)	42.9 (32)	-7.5 (78)	25.7 (70)
<i>Dow Jones U.S. Select REIT Total Return Index</i>	<i>-0.2 (39)</i>	<i>7.1 (20)</i>	<i>-0.1 (8)</i>	<i>2.8 (68)</i>	<i>14.0 (15)</i>	<i>-26.0 (40)</i>	<i>45.9 (17)</i>	<i>-11.2 (93)</i>	<i>23.1 (89)</i>
JPMorgan BetaBuilders Intl Equity ETF	-0.4 (72)	11.3 (36)	3.1 (17)	--	18.2 (23)	-14.1 (23)	11.4 (33)	8.6 (55)	--
<i>MS Dev Mkts ex-North America TME Index</i>	<i>-0.5 (77)</i>	<i>11.6 (31)</i>	<i>2.9 (18)</i>	<i>--</i>	<i>18.2 (23)</i>	<i>-14.3 (28)</i>	<i>11.3 (36)</i>	<i>8.2 (58)</i>	<i>--</i>
JPMorgan BetaBuilders Aggregate ETF	0.1 (64)	2.5 (74)	-3.2 (56)	-0.4 (70)	5.5 (59)	-13.3 (40)	-1.8 (64)	7.3 (70)	8.2 (63)
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (78)</i>	<i>2.6 (65)</i>	<i>-3.0 (40)</i>	<i>-0.2 (54)</i>	<i>5.5 (57)</i>	<i>-13.0 (28)</i>	<i>-1.5 (48)</i>	<i>7.5 (60)</i>	<i>8.7 (38)</i>
JPMorgan BetaBuilders \$ HY Corp Bond ETF	0.8 (86)	9.7 (53)	--	--	--	--	--	--	--
<i>ICE BofA U.S. High Yield, Cash Pay Index</i>	<i>1.0 (72)</i>	<i>10.3 (33)</i>	<i>1.7 (42)</i>	<i>3.7 (36)</i>	<i>13.4 (14)</i>	<i>-11.1 (59)</i>	<i>5.3 (40)</i>	<i>6.2 (30)</i>	<i>14.4 (35)</i>
JPMorgan BetaBuilders \$ InvGradeCorp Bond	-0.1 (84)	4.4 (73)	-3.1 (56)	0.4 (74)	8.6 (45)	-15.8 (37)	-1.8 (83)	9.6 (62)	14.7 (28)
<i>Blmbg. U.S. Corporate Investment Grade Index</i>	<i>-0.1 (83)</i>	<i>4.6 (66)</i>	<i>-3.0 (53)</i>	<i>0.6 (58)</i>	<i>8.5 (47)</i>	<i>-15.8 (35)</i>	<i>-1.0 (52)</i>	<i>9.9 (56)</i>	<i>14.5 (36)</i>

### Future Path - Active

JPMorgan Active Growth ETF	7.0 (33)	35.2 (24)	--	--	37.7 (57)	--	--	--	--
<i>Russell 1000 Growth Index</i>	<i>8.3 (14)</i>	<i>33.5 (34)</i>	<i>--</i>	<i>--</i>	<i>42.7 (32)</i>	<i>--</i>	<i>--</i>	<i>--</i>	<i>--</i>
JP Morgan Growth Advantage Fund	7.0 (33)	34.0 (31)	9.6 (21)	20.2 (4)	40.5 (42)	-29.9 (41)	22.5 (47)	54.0 (13)	36.5 (19)
<i>Russell 3000 Growth Index</i>	<i>7.8 (22)</i>	<i>32.2 (43)</i>	<i>10.3 (13)</i>	<i>18.5 (11)</i>	<i>41.2 (38)</i>	<i>-29.0 (35)</i>	<i>25.8 (25)</i>	<i>38.3 (40)</i>	<i>35.8 (25)</i>
JPMorgan Active Value ETF	-0.6 (27)	13.3 (62)	--	--	10.5 (55)	-0.9 (13)	--	--	--
<i>Russell 1000 Value Index</i>	<i>-2.2 (68)</i>	<i>13.1 (65)</i>	<i>--</i>	<i>--</i>	<i>11.5 (47)</i>	<i>-7.5 (69)</i>	<i>--</i>	<i>--</i>	<i>--</i>
JP Morgan Value Advantage Fund	-2.8 (81)	15.2 (44)	6.2 (58)	9.3 (60)	10.0 (57)	-3.7 (32)	29.0 (20)	-1.5 (86)	27.4 (28)
<i>Russell 3000 Value Index</i>	<i>-2.3 (71)</i>	<i>12.9 (68)</i>	<i>5.1 (79)</i>	<i>8.9 (70)</i>	<i>11.7 (45)</i>	<i>-8.0 (74)</i>	<i>25.4 (59)</i>	<i>2.9 (49)</i>	<i>26.3 (41)</i>

## Performance Summary | As of June 30, 2024

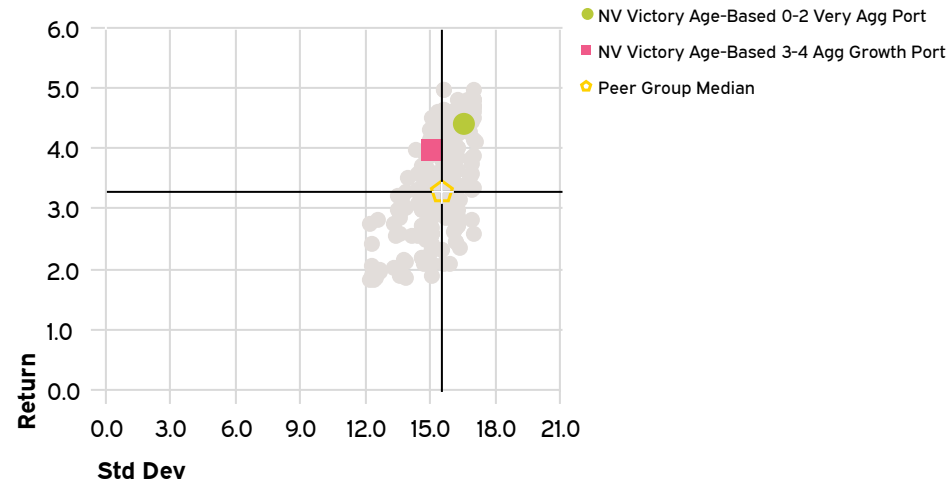
	QTR	1 Yr	3 Yrs	5 Yrs	2023	2022	2021	2020	2019
JPMorgan US Sustainable Leaders	5.5 (5)	28.0 (8)	9.1 (41)	15.0 (17)	25.3 (43)	-21.2 (91)	31.0 (7)	19.7 (26)	29.9 (51)
<i>S&amp;P 500 Index</i>	<i>4.3 (19)</i>	<i>24.6 (34)</i>	<i>10.0 (21)</i>	<i>15.0 (17)</i>	<i>26.3 (24)</i>	<i>-18.1 (49)</i>	<i>28.7 (20)</i>	<i>18.4 (35)</i>	<i>31.5 (22)</i>
JPMorgan ActiveBuilders EM Eq ETF	4.2 (51)	8.0 (76)	-7.1 (66)	--	9.8 (61)	-25.0 (69)	--	--	--
<i>MSCI Emerging Markets (Net)</i>	<i>5.0 (36)</i>	<i>12.5 (44)</i>	<i>-5.1 (44)</i>	<i>--</i>	<i>9.8 (60)</i>	<i>-20.1 (30)</i>	<i>--</i>	<i>--</i>	<i>--</i>
JPMorgan Core Bond Fund	0.3 (25)	3.2 (37)	-2.4 (12)	0.4 (14)	5.8 (37)	-12.2 (12)	-1.0 (22)	8.3 (37)	8.6 (45)
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (78)</i>	<i>2.6 (65)</i>	<i>-3.0 (40)</i>	<i>-0.2 (54)</i>	<i>5.5 (57)</i>	<i>-13.0 (28)</i>	<i>-1.5 (48)</i>	<i>7.5 (60)</i>	<i>8.7 (38)</i>
JPMorgan Income ETF	1.3 (17)	6.9 (66)	--	--	7.1 (80)	-6.1 (12)	--	--	--
<i>Blmbg. U.S. Aggregate Index</i>	<i>0.1 (91)</i>	<i>2.6 (99)</i>	<i>--</i>	<i>--</i>	<i>5.5 (94)</i>	<i>-13.0 (85)</i>	<i>--</i>	<i>--</i>	<i>--</i>
JPMorgan Inflation Managed Bond ETF	1.0 (14)	5.0 (9)	0.2 (10)	2.2 (23)	5.0 (19)	-8.4 (8)	4.6 (67)	6.1 (94)	6.8 (79)
<i>Blmbg. U.S. TIPS 1-10 Year</i>	<i>1.1 (7)</i>	<i>4.3 (12)</i>	<i>0.4 (9)</i>	<i>2.7 (7)</i>	<i>4.4 (29)</i>	<i>-7.3 (6)</i>	<i>5.7 (26)</i>	<i>8.4 (86)</i>	<i>6.9 (78)</i>
JPMorgan Ultra-Short Income ETF	1.4 (41)	6.0 (53)	3.0 (37)	2.5 (20)	5.2 (78)	1.1 (18)	0.2 (31)	2.2 (21)	3.4 (26)
<i>ICE BofA 3 Month U.S. T-Bill</i>	<i>1.3 (56)</i>	<i>5.4 (84)</i>	<i>3.0 (29)</i>	<i>2.2 (63)</i>	<i>5.0 (85)</i>	<i>1.5 (7)</i>	<i>0.0 (50)</i>	<i>0.7 (82)</i>	<i>2.3 (87)</i>
JPMorgan Int'l Bond Opps ETF	0.1 (88)	5.8 (82)	0.6 (24)	2.3 (42)	8.7 (50)	-6.4 (12)	0.1 (89)	7.1 (41)	10.8 (42)
<i>Bloomberg Multiverse ex US TR Hdg</i>	<i>0.1 (88)</i>	<i>5.4 (85)</i>	<i>-0.4 (58)</i>	<i>0.6 (91)</i>	<i>8.4 (57)</i>	<i>-9.8 (37)</i>	<i>-1.3 (99)</i>	<i>3.9 (74)</i>	<i>7.7 (85)</i>

## **Age-Based Risk/Return Analysis**

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

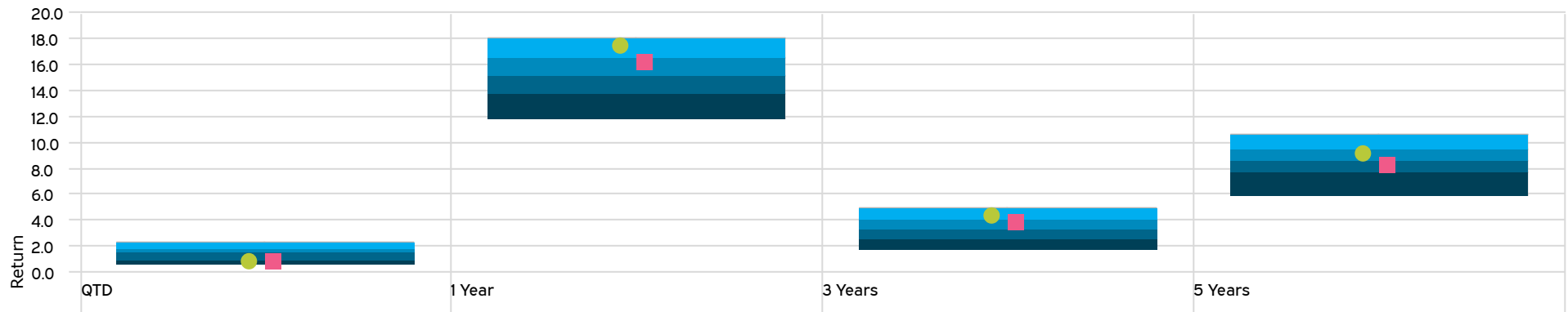
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 0-4

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 0-2 Very Agg Port	4.42	15	16.58	19	0.06
NV Victory Age-Based 3-4 Agg Growth Port	3.98	28	15.10	56	0.04
Median	3.27		15.55		-0.01
Count	242		242		242

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 0-4

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



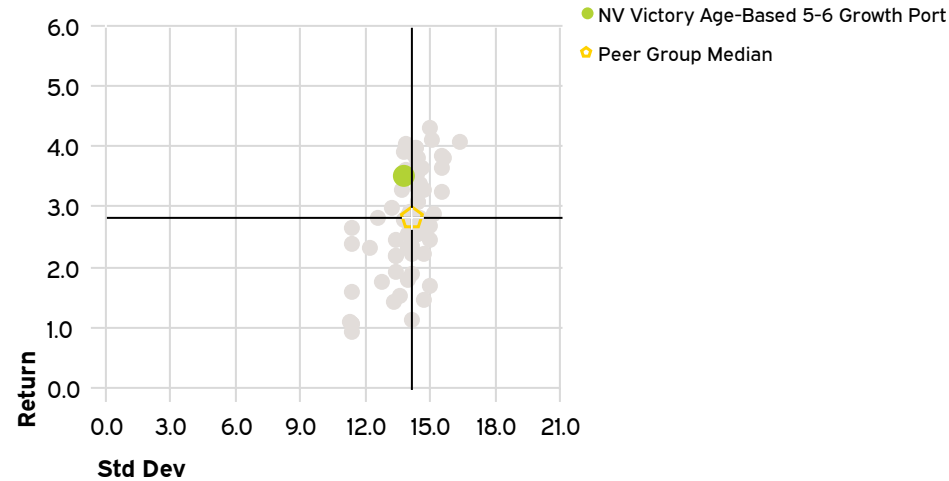
NV Victory Age-Based 0-2 Very Agg Port

NV Victory Age-Based 3-4 Agg Growth Port

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

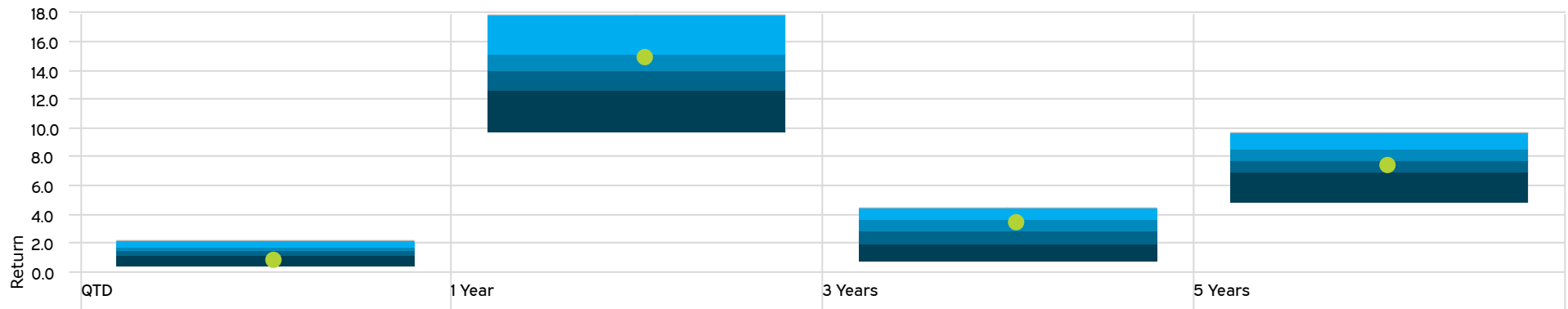
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 5-6

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 5-6 Growth Port	3.53	28	13.74	68	0.01
Median	2.81		14.12		-0.04
Count	83		83		83

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 5-6

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



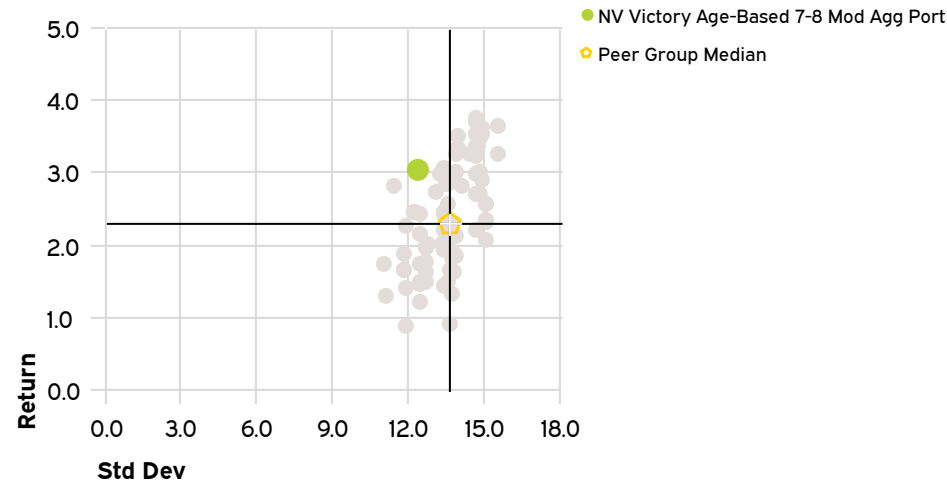
NV Victory Age-Based 5-6 Growth Port



### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

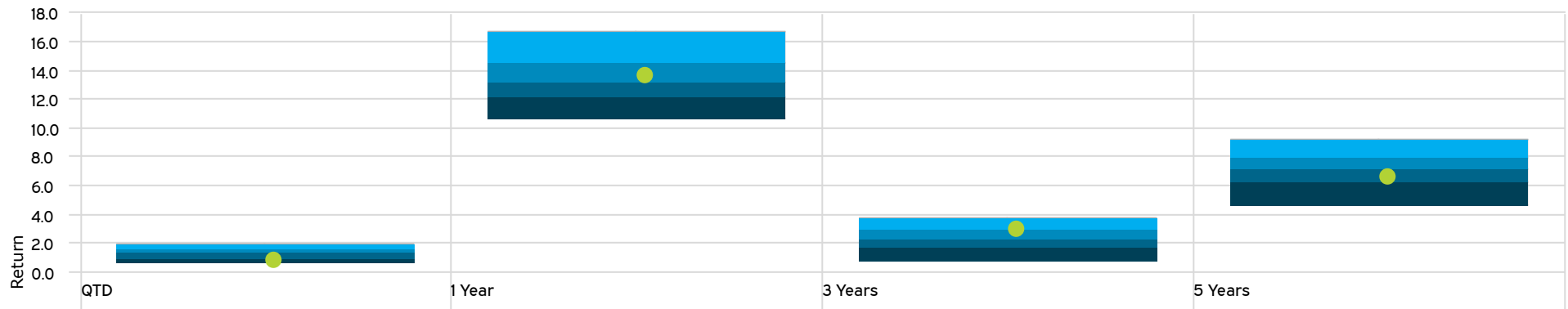
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 7-8

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 7-8 Mod Agg Port	3.04	21	12.40	82	-0.03
Median	2.29		13.60		-0.08
Count	106		106		106

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 7-8

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile

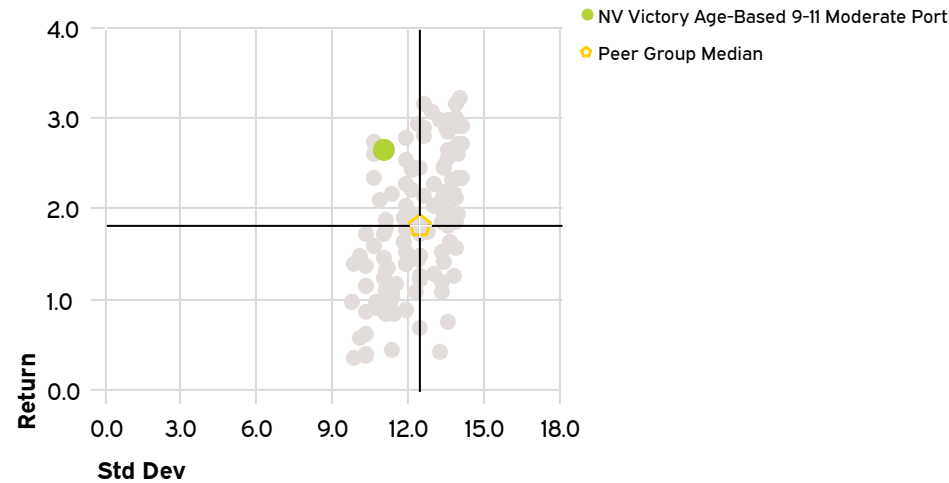


NV Victory Age-Based 7-8 Mod Agg Port

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

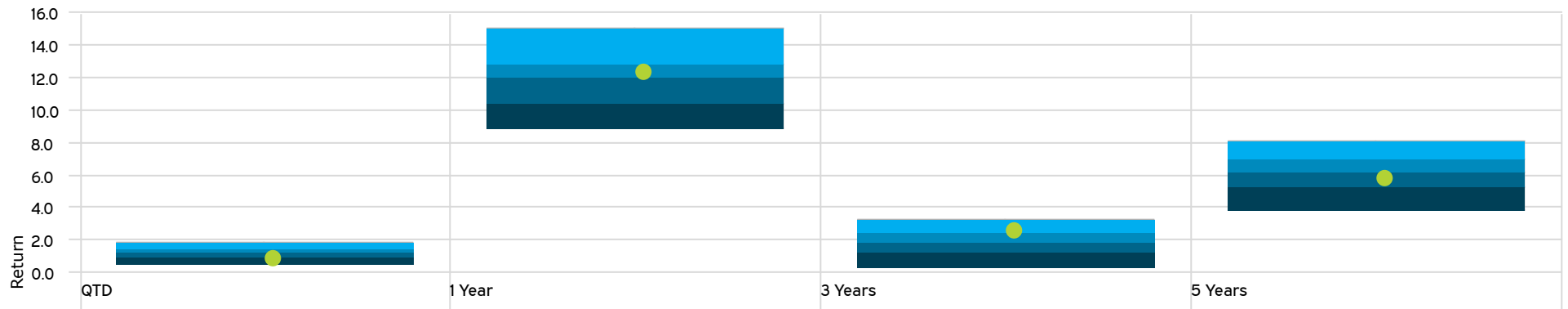
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 9-10

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 9-11 Moderate Port	2.65	20	11.02	79	-0.07
Median	1.82		12.42		-0.13
Count	163		163		163

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 9-10

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile

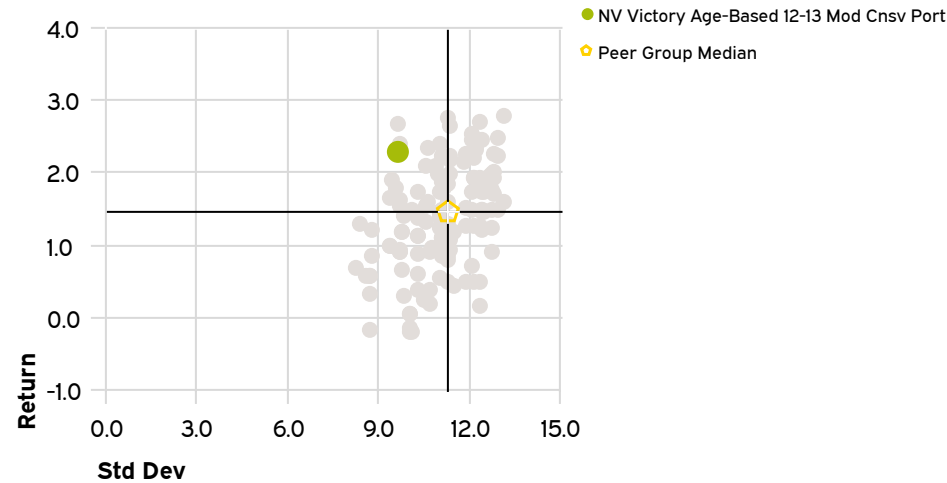


NV Victory Age-Based 9-11 Moderate Port

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

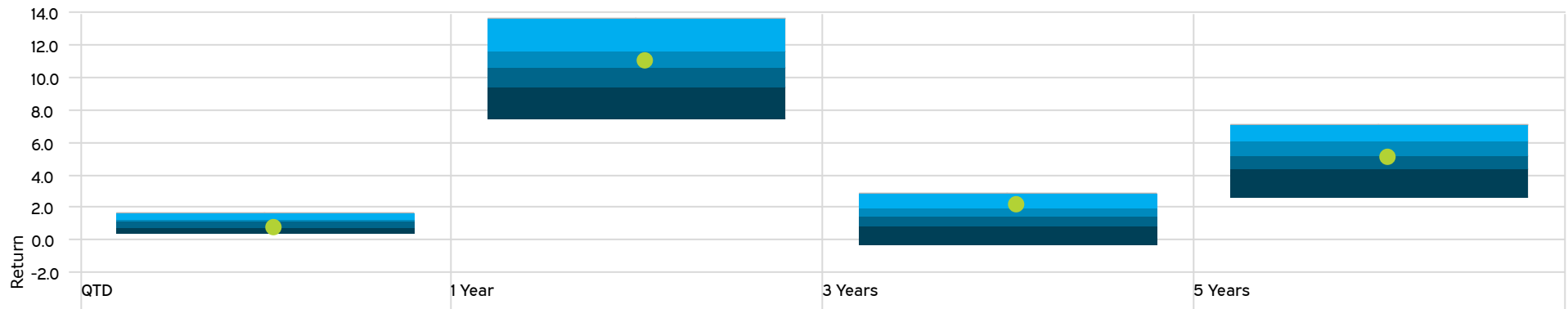
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 11-12

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 12-13 Mod Cnsv Port	2.28	18	9.66	84	-0.12
Median	1.47		11.26		-0.18
Count	165		165		165

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 11-12

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile

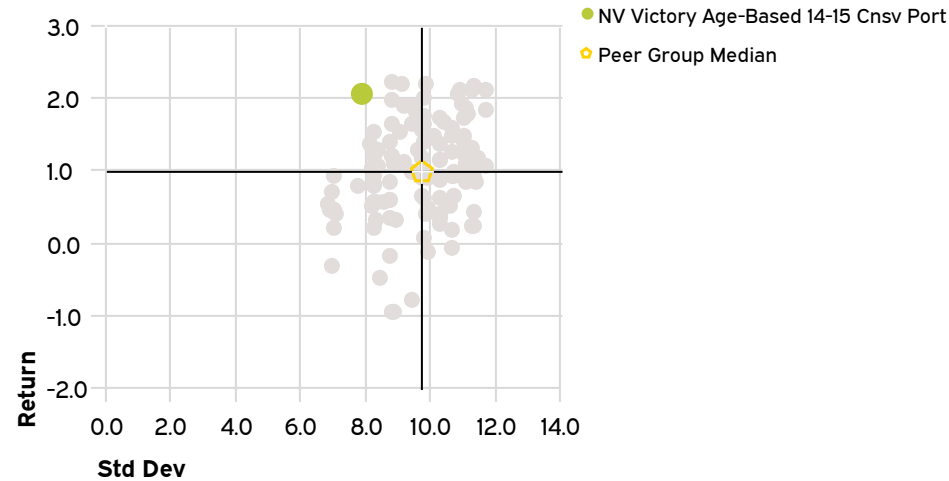


NV Victory Age-Based 12-13 Mod Cnsv Port

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

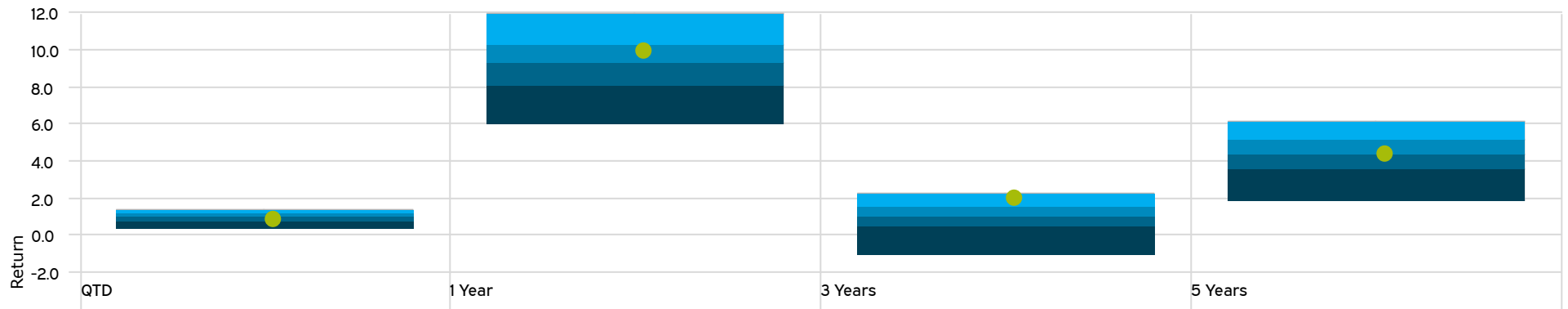
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 13-14

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 14-15 Cnsv Port	2.07	10	7.88	88	-0.17
Median	0.98		9.75		-0.25
Count	164		164		164

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 13-14

■ Top Quartile ■ 2nd Quartile ■ 3rd Quartile ■ Bottom Quartile

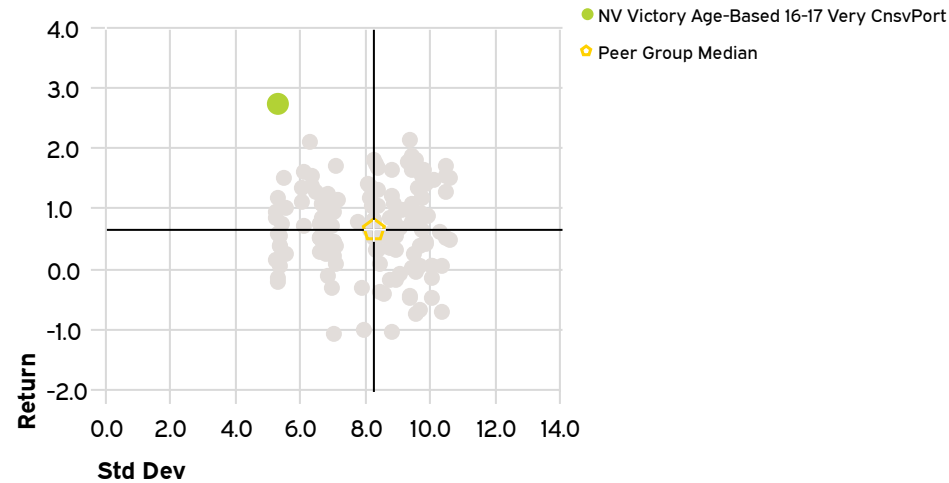


● NV Victory Age-Based 14-15 Cnsv Port

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

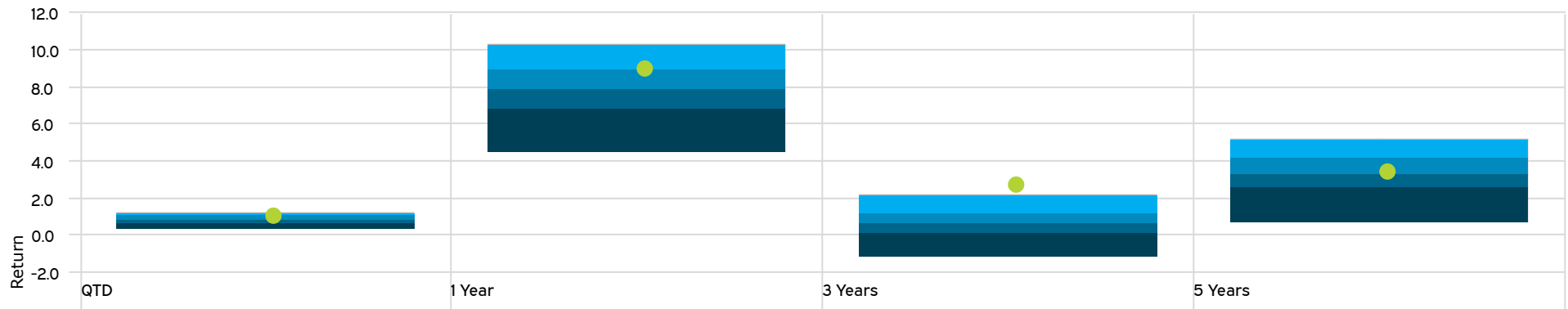
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 15-16

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 16-17 Very CnsvPort	2.73	2	5.33	91	-0.13
Median	0.66		8.27		-0.34
Count	178		178		178

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 15-16

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile

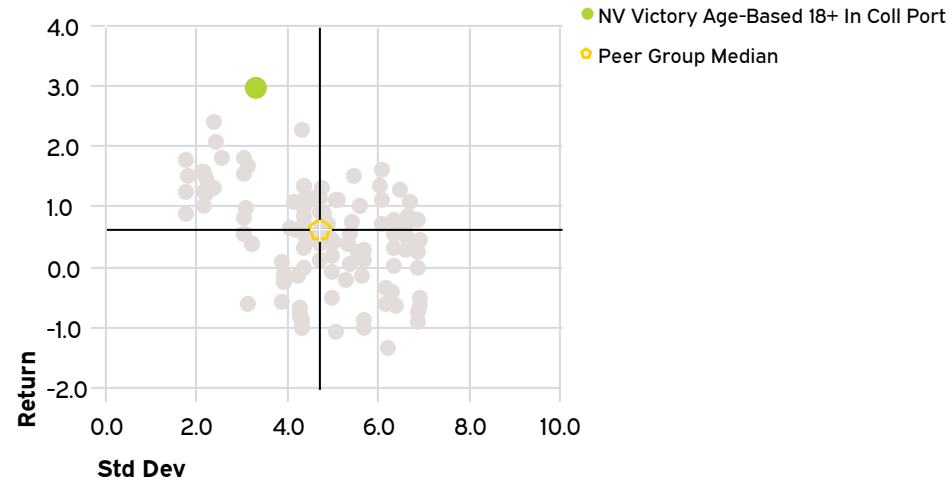


NV Victory Age-Based 16-17 Very CnsvPort

### Age-Based Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024



#### Risk

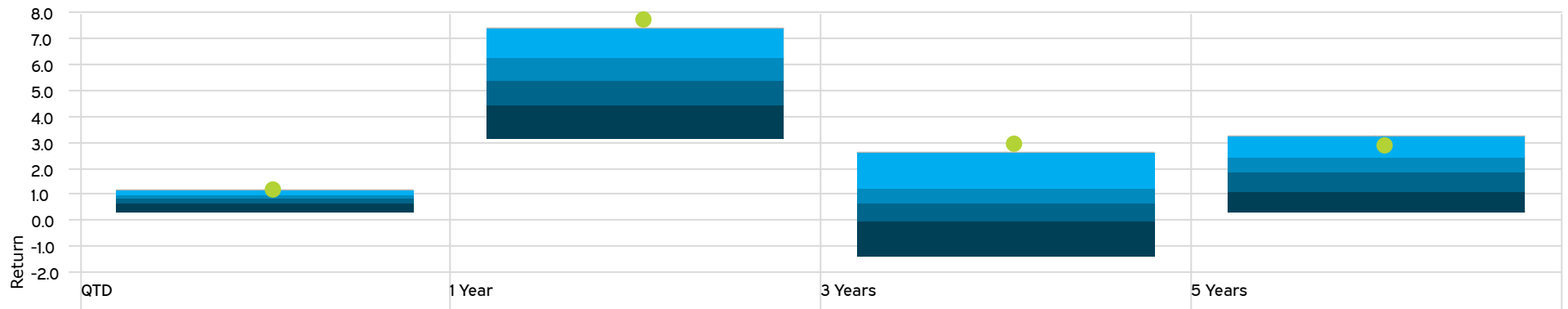
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Age 19+

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Victory Age-Based 18+ In Coll Port	2.98	1	3.33	72	-0.14
Median	0.63		4.72		-0.62
Count	162		162		162

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Age 19+

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



NV Victory Age-Based 18+ In Coll Port

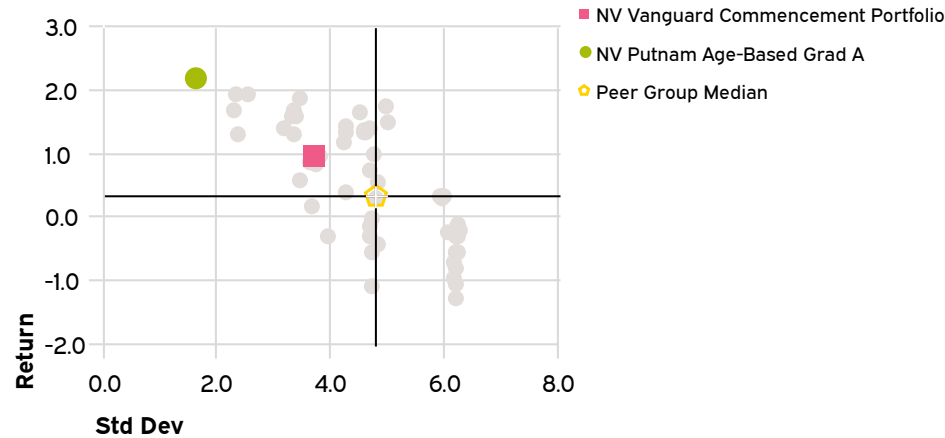
## **Enrollment Date Risk/Return Analysis**

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment College



#### Risk

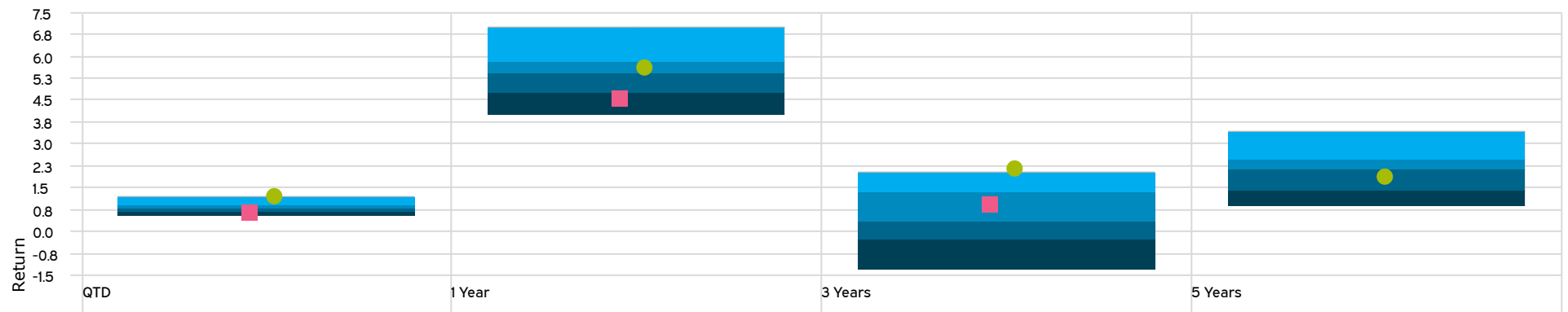
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment College

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Commencement Portfolio	0.95	36	3.70	74	-0.67
NV Putnam Age-Based Grad A	2.18	2	1.64	96	-0.76
Median	0.32		4.79		-0.60
Count	83		83		83

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment College

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



NV Vanguard Commencement Portfolio

NV Putnam Age-Based Grad A

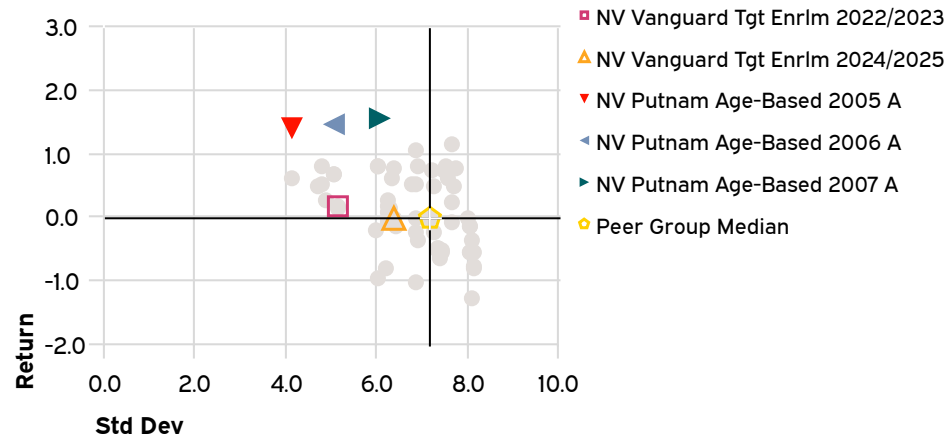


### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2024



#### Risk

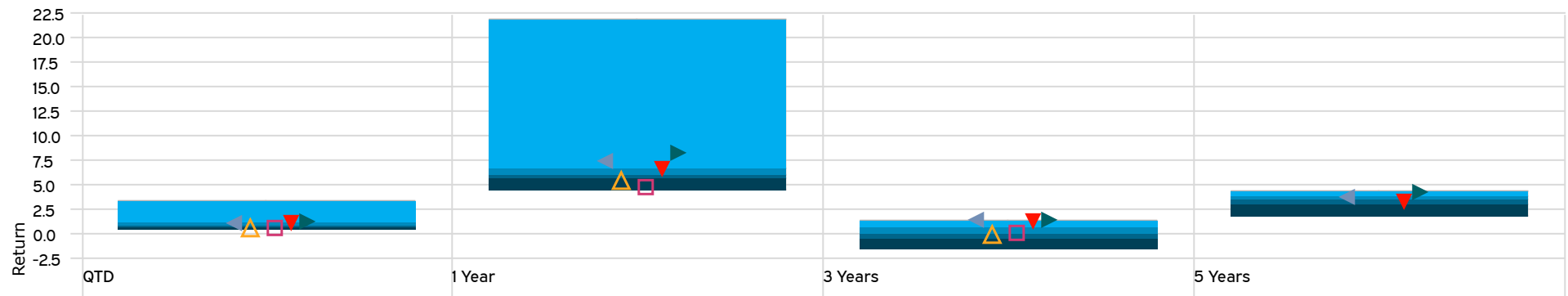
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2024

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Tgt Enrlm 2022/2023	0.19	41	5.14	83	-0.63
NV Vanguard Tgt Enrlm 2024/2025	-0.03	55	6.38	65	-0.54
NV Putnam Age-Based 2005 A	1.39	5	4.15	96	-0.49
NV Putnam Age-Based 2006 A	1.45	4	5.09	84	-0.39
NV Putnam Age-Based 2007 A	1.55	3	6.07	75	-0.31
Median	-0.02		7.16		-0.52
Count	86		86		86

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2024

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



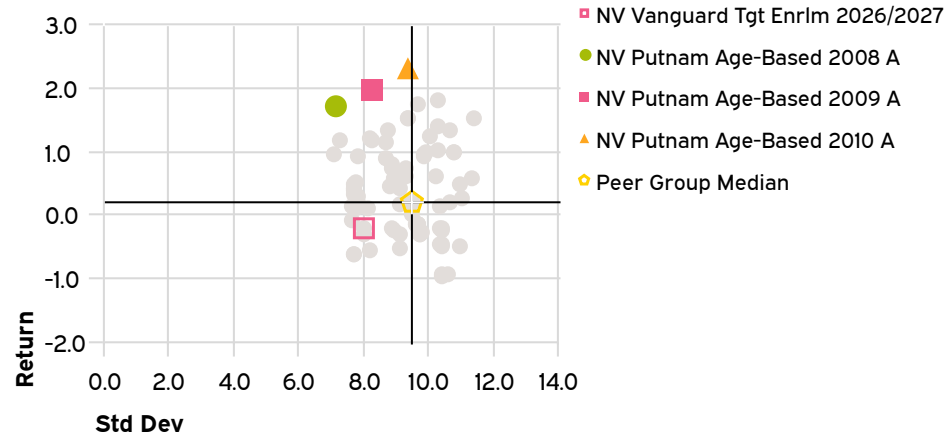
■ NV Vanguard Tgt Enrlm 2022/2023
 ▲ NV Vanguard Tgt Enrlm 2024/2025
 ▼ NV Putnam Age-Based 2005 A
 ◀ NV Putnam Age-Based 2006 A
 ▶ NV Putnam Age-Based 2007 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2027



#### Risk

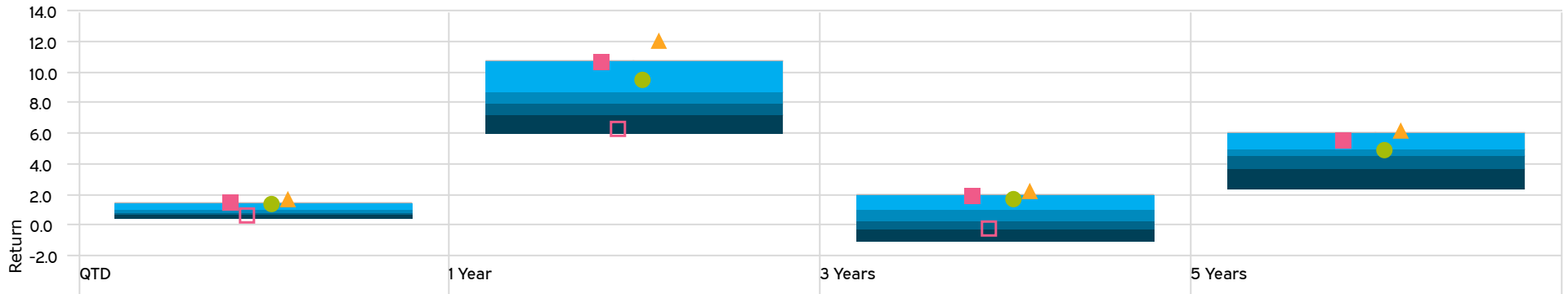
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2027

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Tgt Enrlm 2026/2027	-0.20	72	8.00	78	-0.45
NV Putnam Age-Based 2008 A	1.71	8	7.13	93	-0.24
NV Putnam Age-Based 2009 A	1.95	5	8.24	73	-0.18
NV Putnam Age-Based 2010 A	2.30	1	9.36	54	-0.12
Median	0.21		9.48		-0.35
Count	107		107		107

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2027

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



NV Vanguard Tgt Enrlm 2026/2027

NV Putnam Age-Based 2008 A

NV Putnam Age-Based 2009 A

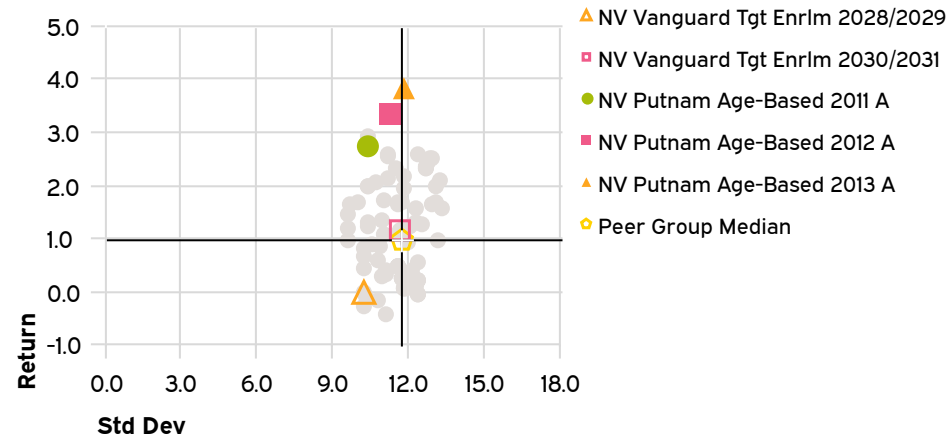
NV Putnam Age-Based 2010 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2030



#### Risk

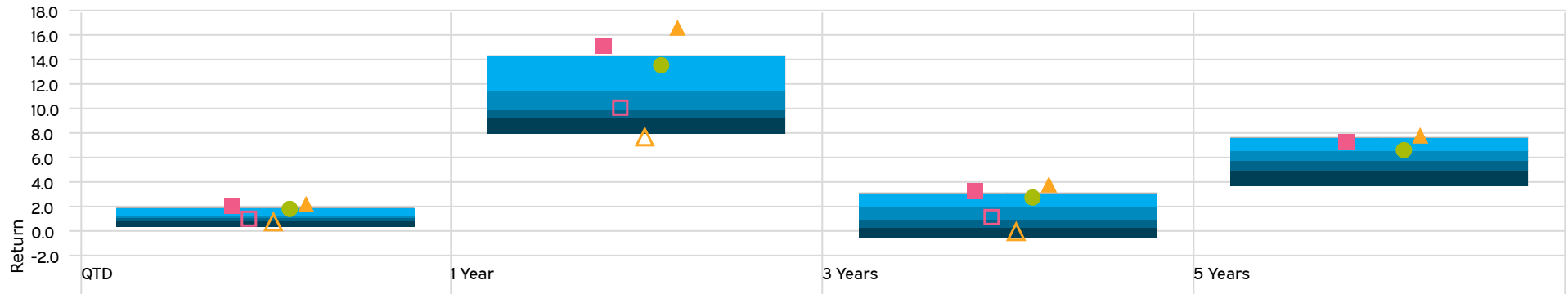
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2030

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Tgt Enrlm 2028/2029	0.00	87	10.26	85	-0.33
NV Vanguard Tgt Enrlm 2030/2031	1.15	47	11.68	54	-0.20
NV Putnam Age-Based 2011 A	2.75	8	10.38	82	-0.07
NV Putnam Age-Based 2012 A	3.34	3	11.23	62	-0.01
NV Putnam Age-Based 2013 A	3.84	1	11.85	40	0.03
Median	0.97		11.74		-0.21
Count	105		105		105

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2030

■ Top Quartile ■ 2nd Quartile ■ 3rd Quartile ■ Bottom Quartile



▲ NV Vanguard Tgt Enrlm 2028/2029  
 ■ NV Vanguard Tgt Enrlm 2030/2031  
 ■ NV Putnam Age-Based 2012 A

■ NV Vanguard Tgt Enrlm 2030/2031  
 ▲ NV Putnam Age-Based 2013 A

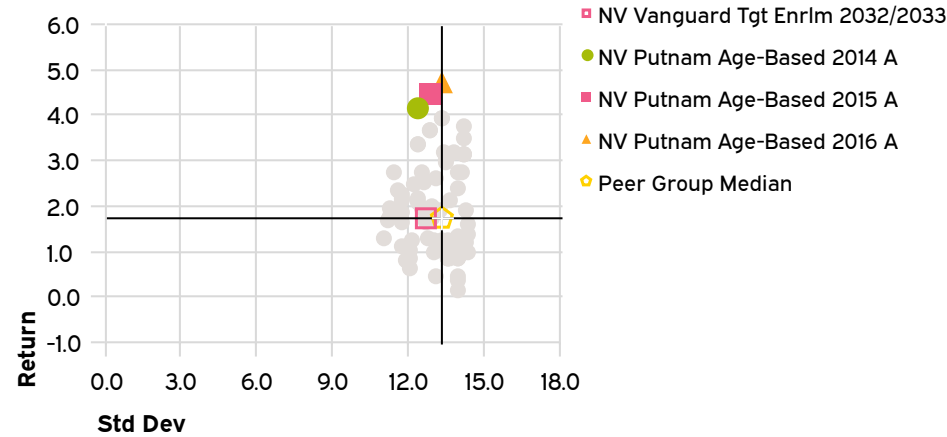
● NV Putnam Age-Based 2011 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2033



#### Risk

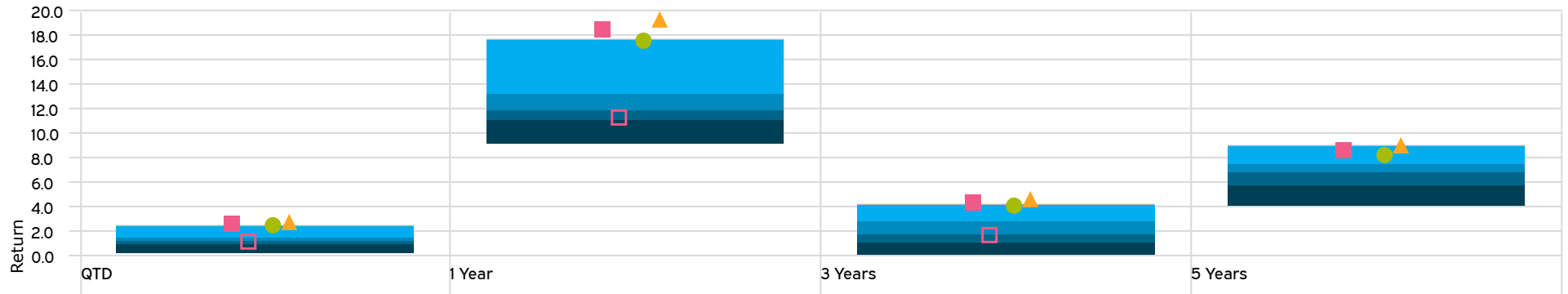
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2033

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Tgt Enrlm 2032/2033	1.73	50	12.69	66	-0.13
NV Putnam Age-Based 2014 A	4.16	4	12.38	72	0.06
NV Putnam Age-Based 2015 A	4.45	2	12.87	62	0.08
NV Putnam Age-Based 2016 A	4.74	1	13.32	49	0.10
Median	1.71		13.30		-0.14
Count	104		104		104

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2033

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



NV Vanguard Tgt Enrlm 2032/2033  
NV Putnam Age-Based 2016 A

NV Putnam Age-Based 2014 A

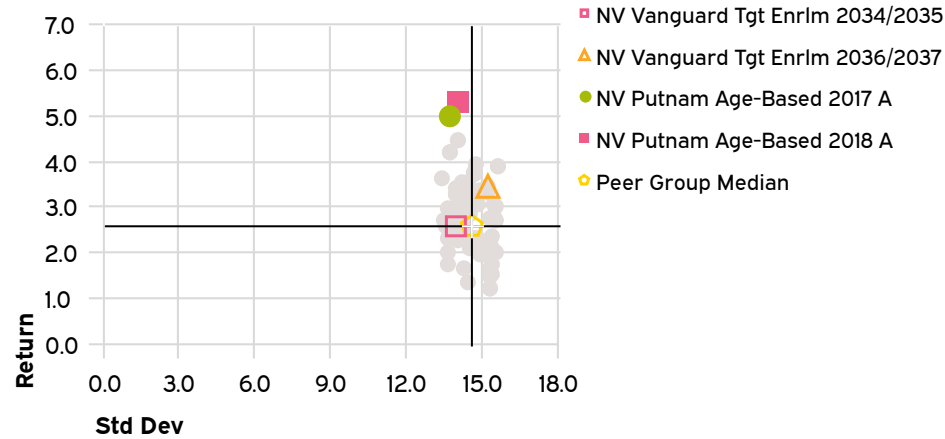
NV Putnam Age-Based 2015 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2036



#### Risk

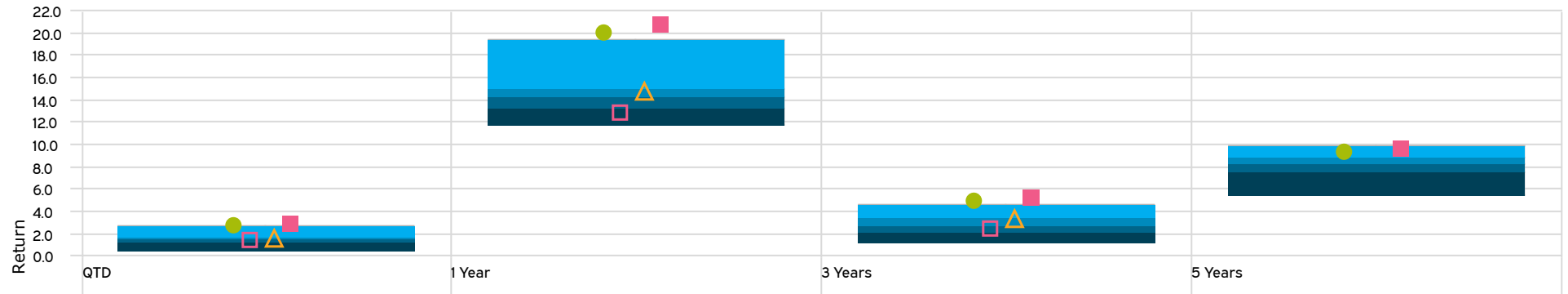
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2036

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Tgt Enrlm 2034/2035	2.57	51	13.98	76	-0.06
NV Vanguard Tgt Enrlm 2036/2037	3.44	23	15.21	29	0.00
NV Putnam Age-Based 2017 A	4.97	3	13.68	84	0.11
NV Putnam Age-Based 2018 A	5.27	1	14.03	73	0.13
Median	2.60		14.61		-0.06
Count	104		104		104

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2036

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



■ NV Vanguard Tgt Enrlm 2034/2035  
■ NV Putnam Age-Based 2018 A

▲ NV Vanguard Tgt Enrlm 2036/2037

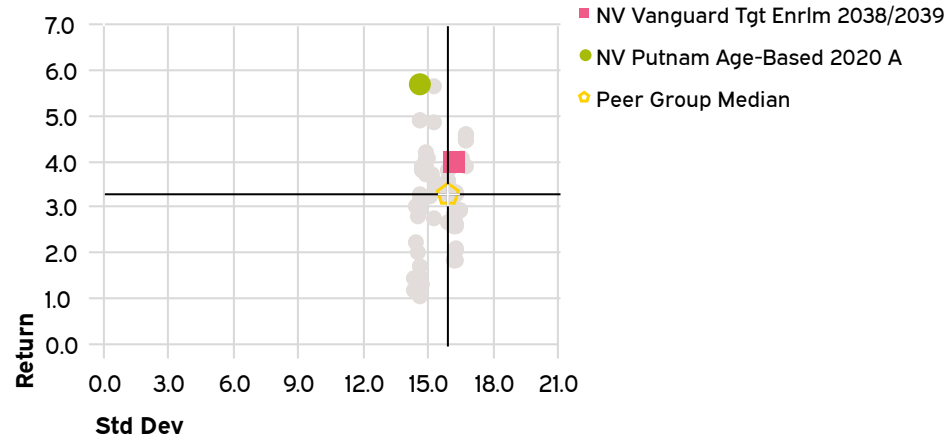
● NV Putnam Age-Based 2017 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2021 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2039+



#### Risk

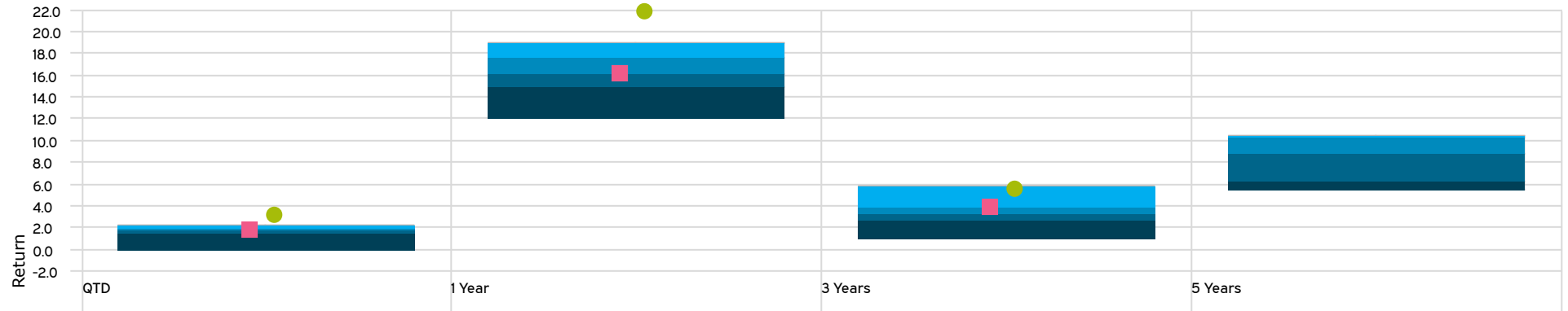
Time Period: 7/1/2021 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2039+

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
NV Vanguard Tgt Enrlm 2038/2039	3.98	24	16.14	43	0.03
NV Putnam Age-Based 2020 A	5.70	6	14.61	83	0.16
Median	3.30		15.93		-0.01
Count	91		91		91

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2039+

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



NV Vanguard Tgt Enrlm 2038/2039

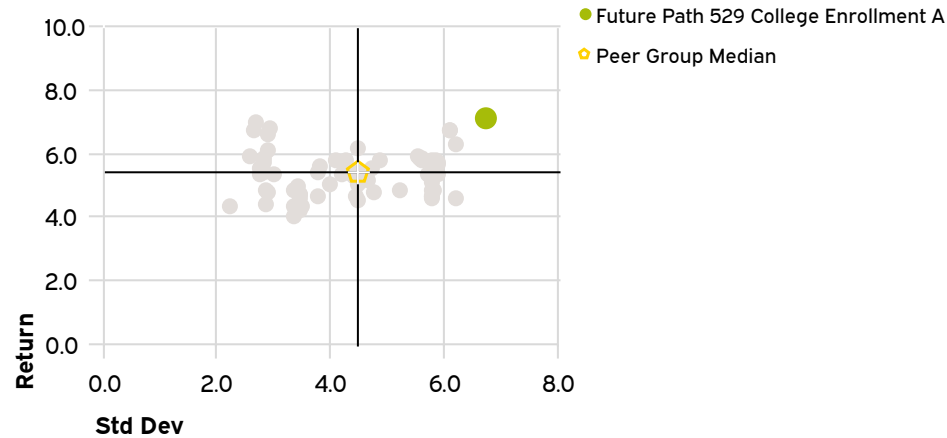
NV Putnam Age-Based 2020 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2023 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment College



#### Risk

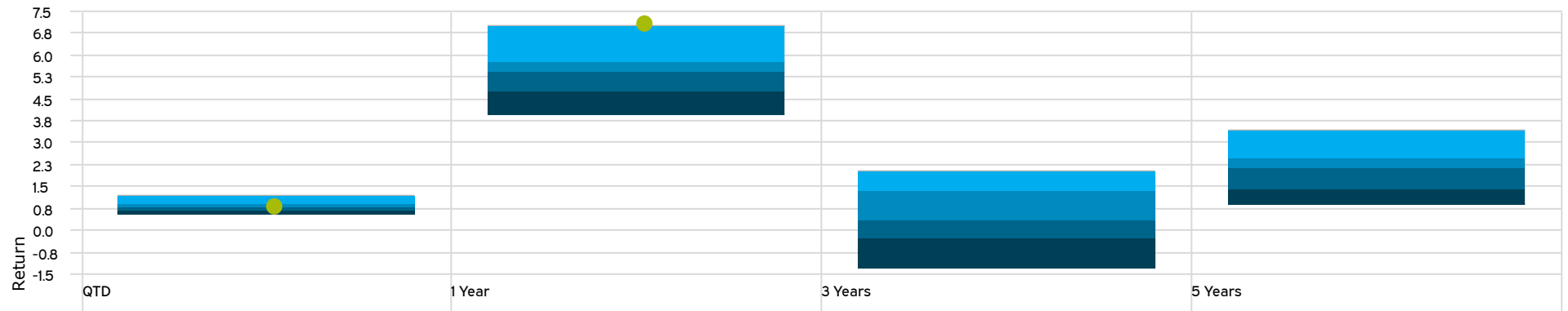
Time Period: 7/1/2023 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment College

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
Future Path 529 College Enrollment A	7.08	4	6.73	1	0.22
Median	5.41		4.48		-0.04
Count	97		97		97

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment College

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



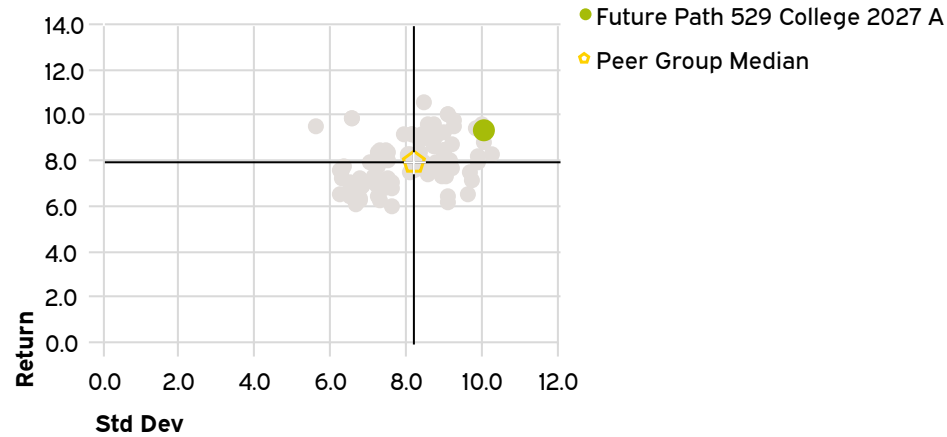
Future Path 529 College Enrollment A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2023 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2027



#### Risk

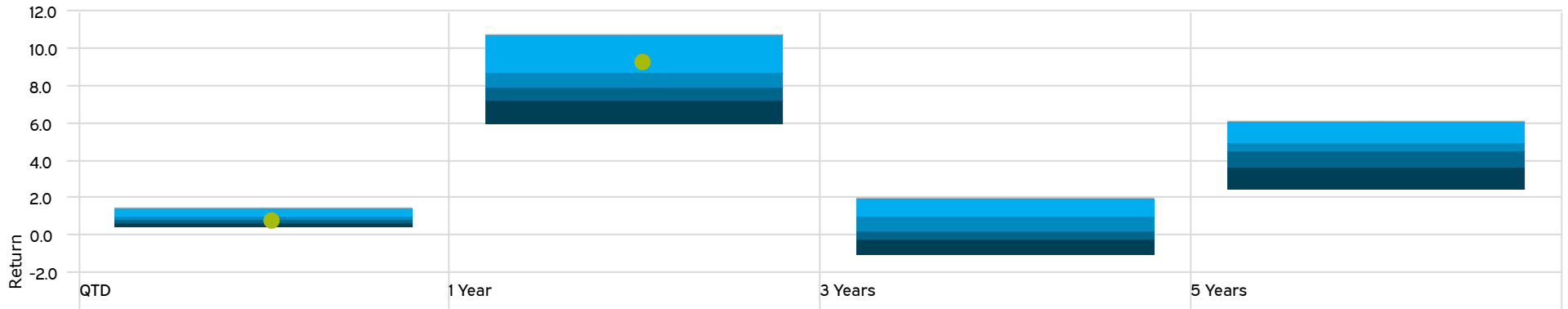
Time Period: 7/1/2023 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2027

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
Future Path 529 College 2027 A	9.33	18	10.02	7	0.37
Median	7.89		8.17		0.27
Count	134		134		134

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2027

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



Future Path 529 College 2027 A

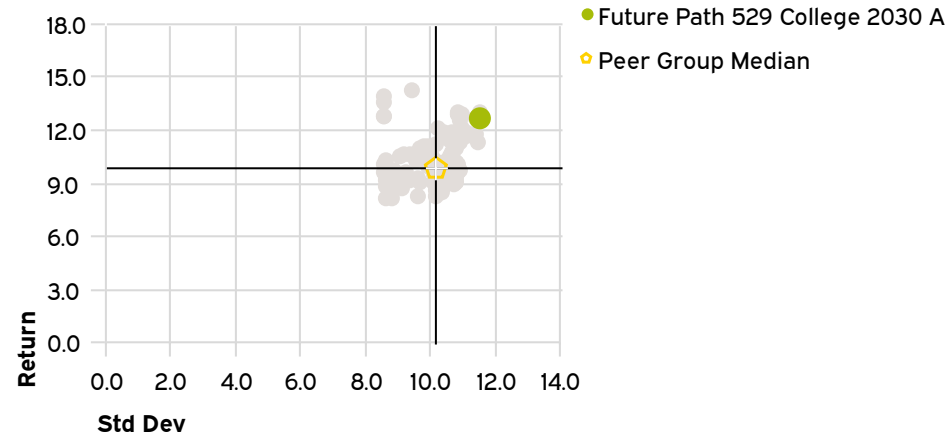


### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2023 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2030



#### Risk

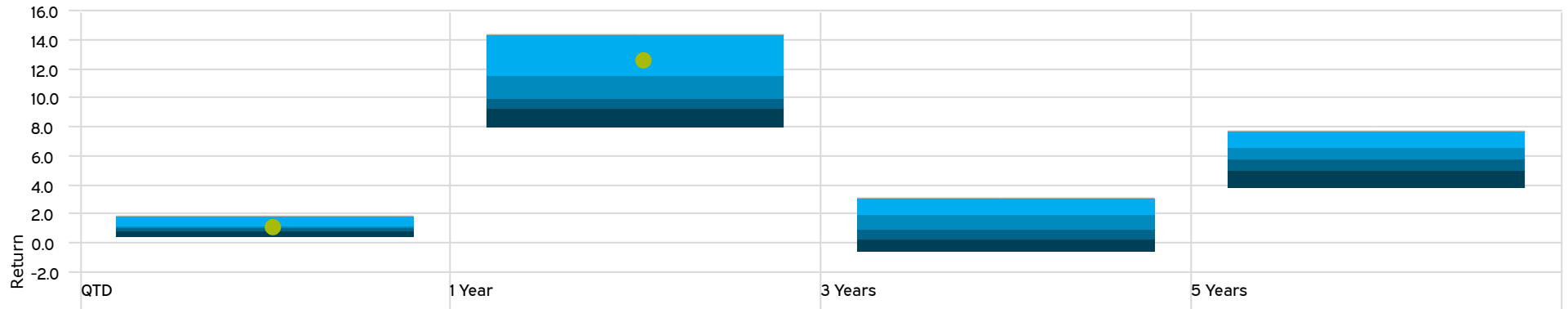
Time Period: 7/1/2023 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2030

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
Future Path 529 College 2030 A	12.64	15	11.55	4	0.61
Median	9.89		10.20		0.43
Count	138		138		138

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2030

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



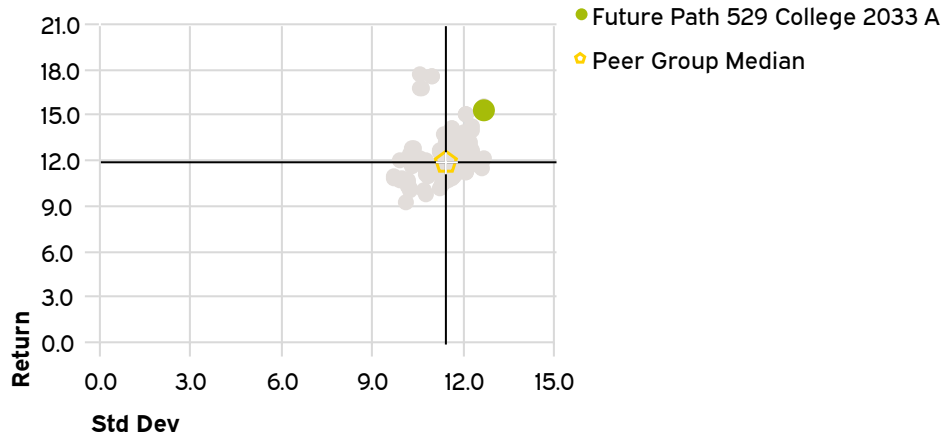
Future Path 529 College 2030 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2023 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2033



#### Risk

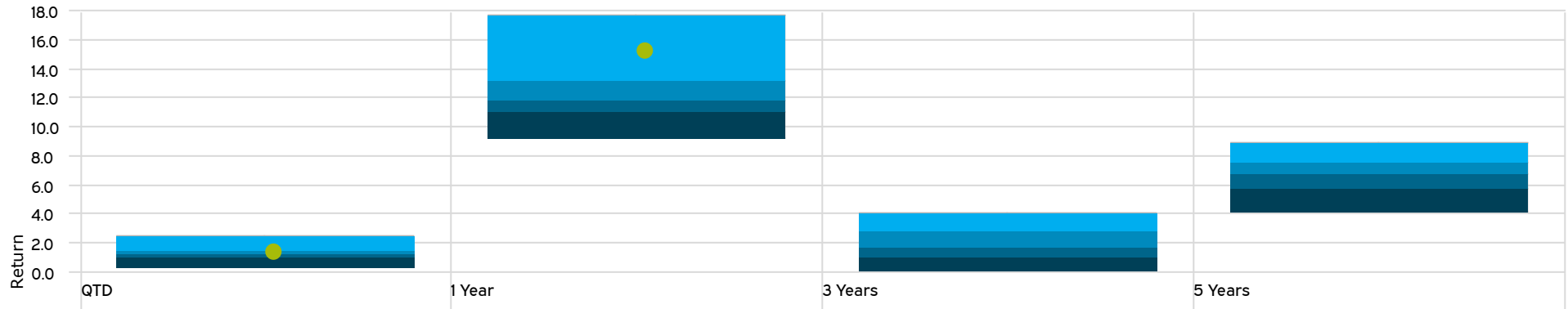
Time Period: 7/1/2023 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2033

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
Future Path 529 College 2033 A	15.35	11	12.68	5	0.77
Median	11.86		11.44		0.55
Count	130		130		130

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2033

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



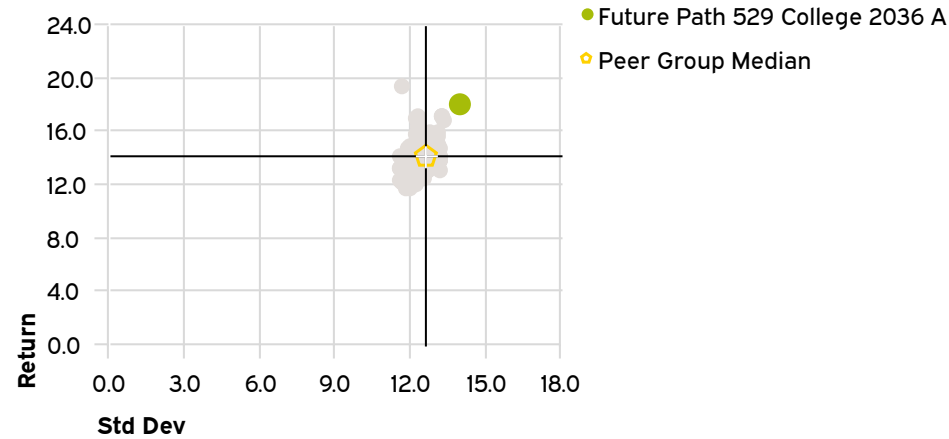
Future Path 529 College 2033 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2023 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2036



#### Risk

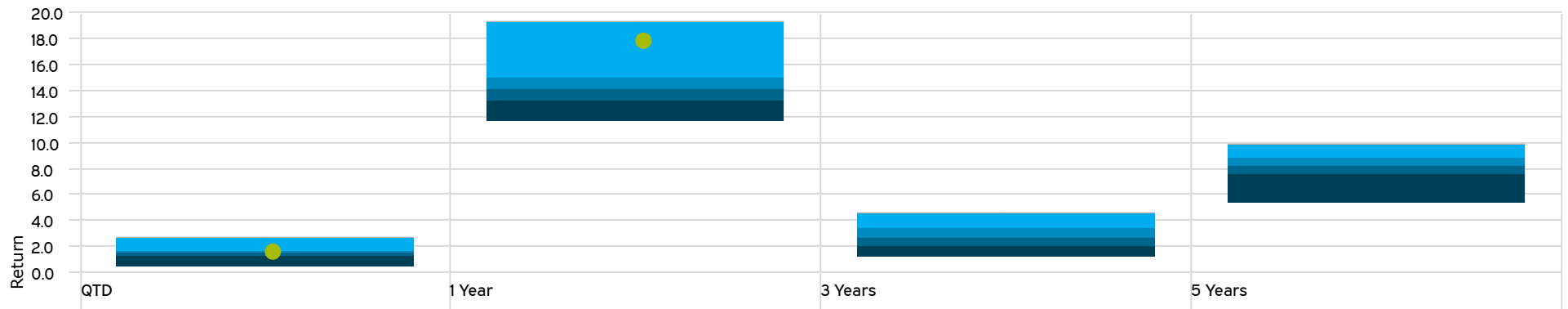
Time Period: 7/1/2023 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2036

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
Future Path 529 College 2036 A	17.94	7	13.97	1	0.88
Median	14.17		12.62		0.68
Count	137		137		137

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2036

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



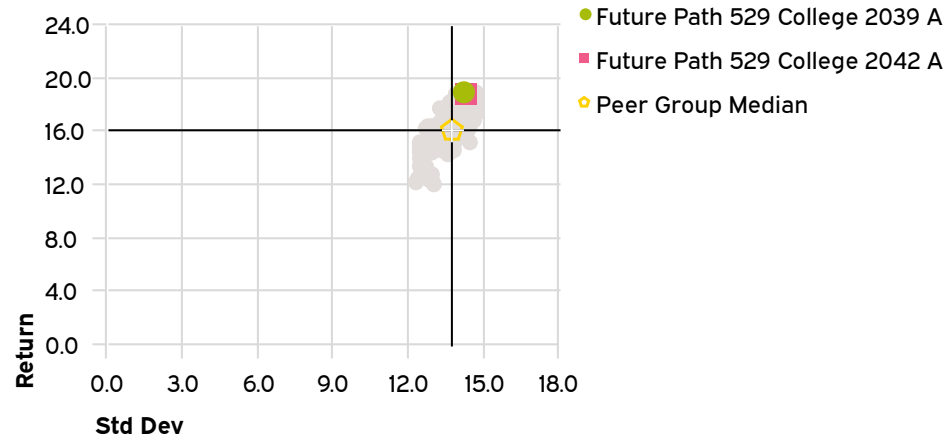
Future Path 529 College 2036 A

### Enrollment Date Risk/Return Analysis

#### Risk-Reward

Time Period: 7/1/2023 to 6/30/2024

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2039+



#### Risk

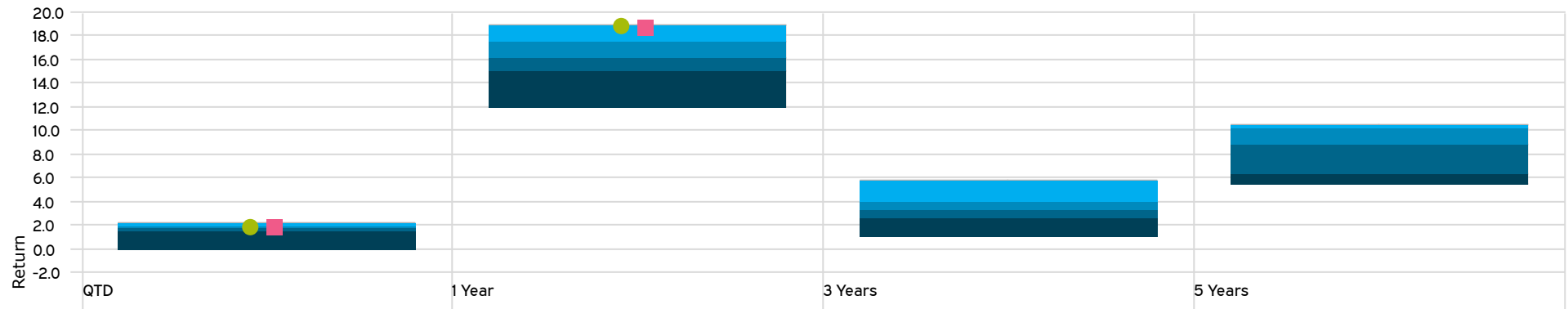
Time Period: 7/1/2023 to 6/30/2024 Peer Group: 529 Portfolios - U.S. - Target-Enrollment 2039+

	Return	Peer group percentile	Std Dev	Peer group percentile	Sharpe Ratio (arith)
Future Path 529 College 2039 A	18.88	6	14.25	26	0.93
Future Path 529 College 2042 A	18.69	12	14.33	24	0.91
Median	16.06		13.76		0.77
Count	204		204		204

#### Performance Relative to Peer Group

Peer Group (5-95%): 529 Portfolios - U.S. - Target-Enrollment 2039+

Top Quartile 2nd Quartile 3rd Quartile Bottom Quartile



Future Path 529 College 2039 A

Future Path 529 College 2042 A

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

## MEMORANDUM

**TO:** Nevada College Savings Plans  
**FROM:** Kay Ceserani; Aysun Kilic, CFA; Heather Bedont  
Meketa Investment Group ("Meketa")  
**DATE:** September 27, 2024  
**RE:** Review of Portfolios Qualifying for Watch Status

## Summary

Meketa has conducted a review of the underlying funds in each of the five Nevada College Savings Plans for the period ending June 30, 2024. The following table highlights our findings.

Funds on Watch Status	Board Action Date	Watch Status Start Date	No. Months Since Watch Began	Excess Return Since Watch	Qualifies for Watch
<b>Vanguard</b>					
Vanguard US Growth Admiral	6/23/2022	1/1/2022	30	(6.5%)	Medium
Vanguard STAR <sup>1</sup>	6/26/2024	4/1/2024	3	(0.9%)	Medium
<b>USAA/Victory</b>					
No Funds on Watch	--	--	--	--	--
<b>Putnam</b>					
Federated Hermes Short-Int Gvt	12/14/2023	10/1/2023	9	(0.2%)	Medium
<b>Wealthfront</b>					
No Funds Watch	--	--	--	--	--
<b>JP Morgan</b>					
No Funds on Watch	--	--	--	--	--

Three of the plans, **USAA/Victory**, **Wealthfront**, and **JP Morgan** do not have any funds that either qualify for Watch status or are currently on Watch status.

Two funds from the **Vanguard** 529 Program continue to qualify for Watch status.

→ Vanguard US Growth Admiral

→ Vanguard STAR (this fund was removed from the fund in July 2024)

Within the **Putnam** 529 for America Program one fund continues to qualify for Watch status.

→ Federated Hermes Short-Intermediate Govt

<sup>1</sup> Fund removed from the Plan in July 2024.

## Vanguard 529 Plan

### Funds Currently on Watch

#### Vanguard US Growth Admiral Fund

This fund is sub-advised by three managers: Wellington Management Company, Baillie Gifford Overseas, and Jennison Associates. Wellington oversees roughly half of the assets while Jennison is responsible for 30% and Baillie has the remaining 20%. Each employs their own distinct process focused on growth companies. This fund is offered as a stand-alone option.

#### Performance Results, Net of Fees Ending June 30, 2024

Fund	Qtr	1 Year	3 Years	5 Years	2019	2020	2021	2022	2023
Vanguard US Growth Admiral Fund	6.1	31.9	1.8	15.2	33.5	58.7	12.5	(39.6)	45.3
Russell 1000 Growth Index	8.3	33.5	11.3	19.3	36.4	38.5	27.6	(29.1)	42.7
Difference	(2.2)	(1.6)	(9.5)	(4.1)	(2.9)	20.2	(15.1)	(10.5)	2.6
MStar Rank	47	45	89	55	43	9	87	91	21

The Vanguard US Growth Admiral fund continues to qualify for Watch status as its rolling 36-month excess return has been below (1.5%) for more than six consecutive months. Over the quarter and trailing 1-year period, the fund trailed the benchmark by (2.2%) and (1.6%), respectively.

Security selection within and an overweight to information technology accounted for most of the fund's underperformance over the quarter. An overweight to communication services also weighed on results. At the security level, Apple and Shopify were detractors. Conversely, the positioning in healthcare, consumer staples and industrials aided results, with significant contributions from Alnylam Pharmaceuticals and Watsco.

Underperformance in calendar year 2022 (10.5%) and 2021 (15.1%) continue to pull down trailing 3- and 5-year results, where the fund lagged by (9.5%) and (4.1%), respectively. Poor stock selection and allocation decisions impacted both years. As a reminder, towards the end of May 2023 the Vanguard Quantitative Equity Group was removed as subadvisor and their 20% of the portfolio was shifted to Wellington. Across both calendar years, all three fundamental managers lagged the Russell 1000 Growth Index with Baillie producing the worst relative results followed by Jennison.

In calendar year 2021, the fund returned 12.5% versus the Russell 1000 Growth's 27.6%. Despite posting positive double digit absolute results, all but one sector of the fund lagged the index. Positioning in information technology had the largest negative impact to results accounting for roughly one-third of the underperformance followed by consumer discretionary and communication services. At the

security level, an underweight to Microsoft, which was up 52%, and overweights to laggards Chegg (-66%) and Roku (-31%) were top detractors.

In calendar year 2022 the fund and index were negative, posting (39.6%) and (29.1%), respectively. The same primary sectors continued to weight on results - stock selection within information technology accounted for about half the underperformance followed by consumer discretionary and communication services where both sector positioning and selections hurt. Off benchmark holding, Shopify (75%) as well as Tesla (65%) and Affirm Holdings (90%) were among the top detractors over this period.

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

### Vanguard STAR Fund

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 holding approximately 10 actively managed Vanguard funds. This fund is solely offered as a specialty option within the Plan and will be removed in July as part of the investment changes resulting from the annual review process.

#### Performance Results, Net of Fees Ending June 30, 2024

Fund	Qtr	1 Year	3 Years	5 Years	2019	2020	2021	2022	2023
Vanguard STAR	0.9	11.9	0.9	7.8	22.2	21.4	9.7	(18.0)	17.1
STAR Composite Index	1.8	13.6	3.1	7.7	20.6	14.6	12.0	(15.2)	16.4
Difference	(0.9)	(1.7)	(2.2)	0.1	1.6	6.8	(2.3)	(2.8)	0.7
MStar Rank	62	61	87	30	13	5	91	91	17

The Vanguard STAR fund qualifies for Watch status as its rolling 36-month excess return has been below (1.18%) for more than six consecutive months. Over the latest quarter and 1-year periods, the fund underperformed the STAR Composite index by (0.9%) and (1.7%), respectively.

During the quarter, five of STAR's 10 underlying Vanguard funds posted positive returns and seven outperformed their benchmark. The Vanguard PRIMECAP fund, +5.4%, performed the best while the Vanguard Explorer fund, (3.6)%, performed the worst.



Over the 1-year period, all 10 of STAR's 10 underlying Vanguard funds posted positive returns, with four of the equity funds outperforming their benchmarks. Of the underlying equity funds, Vanguard PRIMECAP fund (+26.1%) performed the best, while the Vanguard International Explorer fund (+45.0%) was the weakest performer. Of the three underlying fixed income funds, Vanguard Short-Term Investment-Grade fund, +5.9%, performed best, while Vanguard Long-Term Investment-Grade fund, +0.6%, was the weakest performer.

Underperformance in 2021 and 2022 continue to pull down the trailing 3-year returns, where the fund lags the index by (1.7%), largely due to the poor showings of the Vanguard US Growth and Vanguard International Growth funds. Both funds have experienced wide swings in performance over time. The International Growth fund's rolling 3-year return reached a peak (+54.8%) excess return in January 2021, which is no longer represented in the 3-year trailing return. The US Growth fund had a high excess return (+20.1%) in December 2020 and a low excess return (-20.8%) in February 2022.

The fund's continued underperformance has caused it to continue to qualify for Watch under the medium-term criteria. Therefore, **Meketa recommends the Vanguard STAR fund remain on Watch status** and be closely monitored until it is removed from the Plan in July.

### Putnam 529 for America Plan

#### Federated Hermes Short-Int Govt Fund

Meketa met with the Federated Hermes team in July 2024. J. Andrew (Andy) Kirschler is the current portfolio manager. He has been with Federated since 1990 and began managing the Short-term Government Bond fund in 2013. This fund is offered as an individual investment option and Nevada has approximately \$1.2 million invested in the fund as of March 31, 2024, representing 0.2% of the Putnam plan assets. Federated's process focuses on duration and yield curve positioning. This fund is only invested in government securities. The team sees value in mortgage back securities, which represented approximately 30% of the total fund as of June 30, 2024; however, this segment performs lower when interest rates are high.

#### Performance Results, Net of Fees Ending June 30, 2024

Fund	Qtr	1 Year	3 Years	5 Years	2019	2020	2021	2022	2023
Federated Hermes Short-Int Govt Fund	0.2	2.9	(2.3)	(0.4)	4.6	5.8	(2.4)	(8.7)	3.9
ICE BofA 3-5 Yr US Treasury	0.6	3.6	(1.6)	0.3	5.2	6.1	(2.0)	(7.9)	4.4
Difference	(0.4)	(0.7)	(0.7)	(0.7)	(0.6)	(0.3)	(0.4)	(0.8)	(0.5)
MStar Rank	75	75	89	71	6	2	86	88	25

The Federated Hermes Short-Intermediate Government fund continues to qualify for Watch status as its relative performance remains below the medium-term criteria, rolling 36-month excess return falling below (0.5%) for six or more consecutive months. The fund has underperformed the ICE BofA 3-5 Year US Treasury index over all periods measured.

Security selection was the biggest detractor of quarterly performance followed by sector selection. Duration management was accretive over the period and yield curve positioning was neutral to results. While duration was slightly long relative to the index, Treasury futures and options were used to offset duration and yield curve.

The fund continues to qualify for Watch status based on its medium-term performance. Therefore, **Meketa recommends the Federated Hermes Short-Intermediate Government fund remain on Watch status** and be closely monitored over the coming periods.

APPROVED FOR WATCH STATUS:

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Zach Conine, State Treasurer

## Disclosures

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KRC/AK/HB/mp

THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 15**  
**September 27, 2024**

**Item:**       **Update regarding the Vanguard US Growth  
Admiral Fund**

**Summary:** During the June 26, 2024 Board Meeting, the Board requested that staff and Meketa meet with Vanguard to discuss the Vanguard US Growth Admiral Fund and its status on the Watch List.

On July 15, 2024, Meketa and staff met with Vanguard to review the Fund. The purpose of the meeting was to get an update on the firm, review the recent performance and to perform further due diligence on the portfolio construction process.

Staff and Meketa continue to research and plan to discuss the matter further with Vanguard during its upcoming annual investment review.

**Fiscal Impact:** None by this action.

**Recommendation:**

<b>N/A this agenda item is presented as informational only.</b>
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## MEMORANDUM

**TO:** Nevada College Savings Board ("Board")  
**FROM:** Kay Ceserani, Aysun Kilic, Heather Bedont  
Meketa Investment Group ("Meketa")  
**DATE:** September 27, 2024  
**RE:** Vanguard US Growth Fund Update

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### Summary

The purpose of this memorandum is to provide the Board updated information on the Vanguard US Growth Admiral fund ("US Growth") given its inclusion in the Program and duration on the Watch list. The US Growth fund is offered in the Vanguard 529 Savings Plan ("Plan") only as a stand-alone option. As of June 30, 2024, the US Growth fund represents \$568.6 million or 1.6% of the Vanguard Plan assets.

On July 15, 2024, Meketa and members of the Nevada State Treasurer's Office met with Vanguard to review the US Growth fund. The purpose of the meeting was to get an update on the firm, review the recent performance and to perform further due diligence on the portfolio construction process. The US Growth fund is designed by Vanguard's Portfolio Review Department ("PRD") which specializes in the oversight and manager search function for Vanguard's active equity management offerings. During the meeting, the PRD reviewed their approach to active management and the fund. Attendees from Vanguard included:

→ Matthew Goller, Senior Product Manager	→ Jennifer Walker, Senior Relationship Manager
→ Rebecca Susko, Active Equity Product Manager	→ William (Bill) Reinhardt, Consultant Relations

### Findings

Based on our review, we found that there have been no changes to the fund's investment philosophy, which is rooted in combining underlying investment strategies with stable teams and disciplined processes with a long-term perspective at a low cost. However, the US Growth fund's sub-advisors have collectively produced mixed performance resulting in its unfavorable showing versus the Russell 1000 Growth index and its US Large Cap Growth Equity peer group. Of the three current sub-advisors, Baillie Gifford has struggled the most and is the only current sub-advisor to underperform over the trailing 10-year period ending June 30, 2024.

In terms of alternative US large cap growth offerings, Vanguard has two funds they manage, the US Growth fund (incumbent) and the Vanguard PRIMECAP fund. However, the US PRIMECAP fund had been closed to new investors up until recently and it is benchmarked against the S&P 500 index. Additionally, the US Growth primarily invests in large cap stocks, while PRIMECAP is designed as a large- and mid-capitalization growth offering. This difference results in PRIMECAP having an average market cap of \$188.2 billion as of June 30, 2024, which is meaningfully lower than the US Growth fund's average market cap of \$453.9 billion.

In terms of menu design, we also found that the Vanguard plan offers more individual options than the industry average for direct sold plans, 15 (including two US Growth Equity) versus seven. However, this review did not consider non-investment factors, such as utilization rates, which should be considered if contemplating modifications to the number and type of portfolios offered by the plan.

## Discussion

### Plan Investment Menu<sup>1</sup>

The Vanguard Plan offers participants an array of investment portfolios, including a suite of Target Enrollment portfolios, six Multi-fund (static) Individual portfolios and 15 Single-fund Individual portfolios. The investment menu includes two US large cap growth equity options, one active (US Growth) and one passive (Growth Index). Each of the portfolios is comprised of one or more underlying fund.

The US Growth fund has been an underlying fund in Vanguard 529 Savings Plan since December 2006 and is only utilized in the US Growth Single-Fund Individual option. As of June 30, 2024, \$568.6 million was invested in the fund, representing 1.6% of the Vanguard Plan's total assets. We do note the Vanguard Plan offers about twice as many individual options versus the average direct sold plan, which comes in at seven.

Target Enrollment Portfolios	Multi-Fund Individual Portfolios	Single-Fund Individual Portfolios
12 Portfolios	6 Portfolios	15 Portfolios 11 Passive   4 Active
2042/2043	Aggressive Growth	Total Stock Market Index
2040/2041	Growth	Total International Stock Index
2038/2039	Moderate Growth	500 Index
2036/2037	Conservative Growth	<b>US Growth</b>
2034/2035	Income	Windsor
2032/2033	Conservative Income	Growth Index
2030/2031		Value Index
2028/2029		Mid-Cap Index
2026/2027		Small-Cap Index
2024/2025		FTSE Social Index
2022/2023		Total International Bond Index
Commencement		Total Bond Market Index
		Short-Term Bond Index
		Core Bond
		Interest Accumulation

Due to poor performance experienced in calendar year 2021, US Growth was initially placed on Watch status beginning January 1, 2022, as it breached the short-term monitoring criteria<sup>2</sup>. Lackluster relative results in 2022 also caused the fund to trip its medium-term monitoring criteria<sup>3</sup>. Improved performance in 2023 caused the fund to no longer qualify for Watch on a short-term basis; however,

<sup>1</sup> Per The Vanguard 529 College Savings Program Description, July 2024.

<sup>2</sup> Underperforming the index by more than (2.75%) for six or more consecutive months.

<sup>3</sup> Underperforming the index by more than (1.50%) for six or more consecutive months.

medium-term results continue to remain below the probationary threshold resulting in the fund's tenure on Watch to reach 30 months as of June 30, 2024.

### Fund Objective

The investment seeks to provide long-term capital appreciation. The fund invests mainly in large-capitalization stocks of US companies considered to have above-average earnings growth potential and reasonable stock prices in comparison with expected earnings. This is a multi-manager fund where Vanguard has the belief that combining complimentary managers that exhibit low correlations of excess returns against each other is beneficial. The expected benefit of this multi-manager approach is to mitigate downside risk in volatile markets, while also improving the potential for a predictable return stream.

The fund's three investment advisors each employ a distinct fundamental approach to manage their portfolio of the overall fund. Given the combined investment philosophies US Growth can struggle in periods of momentum investing, low quality markets, or even high levels of risk aversion and broad economic contraction.

### Management Team

US Growth is designed by the PRD at Vanguard which specializes in the oversight and manager search for Vanguard's active equity management offerings. Matt Piro serves as the Head of Oversight and Manager Search and is supported by a team of over 20 analysts for new idea generation along with regular monitoring. This team tends to be patient with the underlying manager lineup as their average tenure partnering with a firm is about 15 years.

The team engages in due diligence for identifying managers and utilizes a multi-perspective framework emphasizing qualitative criteria such as evaluating the firm, people, philosophy, and process. For this the team reviews the ownership structure, stability, client base, account and asset trends at the firm level, investment team, succession plans/turnover versus tenure and expertise at the people level, a clearly articulated investment philosophy, and an understandable, proven and repeatable process among other considerations. The team also evaluates the portfolio and investment performance to confirm they align with the investment approach. Ultimately the manager selection process is a multi-year process where numerous interactions take place with the key members of the investment firms including virtual and in person due diligence meetings.

Once the multi-manager fund is structured, the oversight team continues to assess the fund along with the underlying managers scrutinizing numerous attributes by employing a combination of standard and multi-factor analytical tools. The team analyzes portfolio characteristics on a monthly basis, and then other attributes such as style tilts, risk return ratios, performance attribution and multi-factor exposures over time.

## Fund Structure

Dates	Managers
1/6/1959 (Inception)	Fund name Ivest 100% Wellington
9/1981 (Fund reorganized)	50% Wellington 50% Schroders
9/30/1985 (Fund split and renamed)	Vanguard World (became US Growth) 100% Lincoln Capital Mgmt
1993 Fund renamed to US Growth	100% Lincoln Capital Mgmt
6/30/2001	100% Alliance Capital
6/30/2004 Multi-manager approach	25-30% William Blair 70-75% Alliance Capital
2010	33% William Blair 33% Delaware Investments (Jackson Square) 33% Wellington
2/2014 Growth Equity merged into US Growth	15% William Blair 36% Jackson Square 36% Wellington 6.5% Ballie Gifford 6.5% Jennison
2/2018 Mogan Growth and US Growth merge	15% William Blair 36% Jackson Square 36% Wellington 6.5% Ballie Gifford 6.5% Jennison
12/2018 William Blair terminated	37% Jackson Square 37% Wellington 20% Ballie Gifford 6% Jennison
6/2019 Vanguard QEG added	15% Jackson Square 25% Wellington 15% Vanguard QEG 20% Ballie Gifford 25% Jennison
3/2021 Jackson Square terminated	30% Wellington 15% Vanguard QEG 28% Ballie Gifford 27% Jennison
5/2023 Vanguard QEG terminated	50% Wellington 20% Ballie Gifford 30% Jennison



The manager lineup for US Growth currently consists of three sub-advisors (see table below). Most recently, in May 2023 US Growth experienced a change in its manager lineup when Vanguard removed the former fourth sub-advisor, Vanguard Quantitative Equity Group (“QEG”), to make the fund a higher conviction and more concentrated portfolio. Vanguard reallocated the QEG’s mandate to existing subadvisor Wellington at that time, who now manages 50% of the fund assets.

Firm	Strategy Name	Number of Holdings	Benchmark	Fund Allocation
Baillie Gifford	Baillie Gifford US Equity Growth	30-50	Russell 3000 Growth <sup>1</sup>	20%
Jennison	Jennison Concentrated Growth Equity	30-50	Russell 1000 Growth	30%
Wellington	Wellington Growth	50-80	Russell 1000 Growth	50%

### **Baillie Gifford**

In this lineup, the Baillie Gifford US Equity Growth strategy serves as the higher growth/higher risk investment mandate. Gary Robinson and Tom Slater manage the US Equity Growth business at Baillie Gifford and are supported by a team of investment managers and analysts. The investment team employs a fundamental bottom-up investment process to build a high conviction portfolio consisting of 30-50 names, which looks quite different than the index. The portfolio’s turnover rate ranges between 15-25%, which is consistent with its 5-year investment horizon. Buy candidates are companies with distinct cultures that address large market opportunities and have a sustainable competitive edge.

It is important to note that this strategy recently changed its preferred benchmark of the S&P 500 index to the Russell 3000 Growth index effective August 1, 2024, to better reflect its existing investment philosophy. No changes are expected to the investment process and/or philosophy as a result of this update.

### **Jennison**

Jennison Concentrated Growth Equity serves as a traditional growth mandate expected to fall between Baillie Gifford and Wellington with respect to its growth profile over time.

Two portfolio managers oversee this strategy, Kathleen McCarragher, Head of Growth Equity and Blair A. Boyer, co-head of the large cap growth equity team, who have been at the firm since 1998 and 1993, respectively. Both portfolio managers are supported by a team of equity analysts who are organized by sector. The investment team follows a fundamental, research driven, bottom-up investment process and delivers a relatively concentrated portfolio of about 30-50 stocks focused on identifying disruptors

<sup>1</sup> Benchmark changed from S&P 500 to the Russell 3000 Growth effective August 1, 2024.

and leaders in the industry. Therefore, the portfolio is often invested in securities of companies that exhibit superior sales or unit growth, a strong market position and a strong balance sheet.

### Wellington

Wellington Growth is the anchor Growth mandate following the most conservative investment approach of the three sub-advisors. The investment team is led by Andrew Schilling, Managing Director, Partner, and Equity Portfolio Manager who has been with the firm since 1994. The investment team utilizes a valuation sensitive and risk conscious approach to growth investing emphasizing compelling companies with competitive attributes through a fundamental bottom-up philosophy and process. This often results in a portfolio of company with high returns on capital, superior business management, and high-quality balance sheets.

### Fund Performance

The US Growth fund has had positive absolute performance over the 1-, 3-, 5- and 10-year periods through June 30, 2024, as well as in four of the last five calendar years. However, material relative underperformance experienced in calendar years 2022 and 2021 have resulted in US Growth lagging the index across all reported trailing periods. Over the same periods US Growth produced mixed results, which is within expectations given the narrow market leadership has driven the index to place in the top decile in many of the periods.

#### Performance Results, Net of Fees Ending June 30, 2024

Fund	QTD	YTD	1 Year	3 Years	5 Years	10 Years	2019	2020	2021	2022	2023
Vanguard US Growth Admiral	6.1	19.1	31.9	1.8	15.2	14.4	33.5	58.7	12.5	-39.6	45.3
Wellington	7.6	21.7	33.6	6.4	16.3	16.1	40.9	43.4	18.4	-33.3	40.2
Jennison	7.2	21.3	37.2	6.0	18.3	16.6	33.0	62.3	15.6	-40.4	54.9
Baillie Gifford	0.8	9.6	19.8	-15.5	10.4	13.8	30.8	130.3	-3.9	-55.5	47.2
Vanguard	-	-	-	-	-	-	-	33.7	31.3	-26.8	-
Jackson Square	-	-	-	-	-	-	27.6	44.6	-	-	-
Russell 1000 Growth Index	8.3	20.7	33.5	11.3	19.3	16.3	36.4	38.5	27.6	-29.1	42.7
Difference	-2.2	-1.6	-1.6	-9.5	-4.1	-1.9	-2.9	20.3	-15.2	-10.4	2.6
<b>MStar Rankings: Large Cap Gr</b>											
Vanguard US Growth Admiral	47	47	45	89	55	43	43	9	87	91	21
Russell 1000 Growth Index	14	36	34	5	7	7	19	38	15	36	32

At the sub-advisor level, only one sub-advisor outperformed the index in 2019 (Wellington), 2021 (Vanguard) and 2022 (Vanguard), while 2020 and 2023 saw the most success with over half the sub-advisors adding value.

- Year to date calendar 2024, poor relative results are solely due to Baillie Gifford. Poor stock selection and an underweight to information technology were the primary detractors. Over the quarter DoorDash and Shopify both shed performance, returning (21%) and (14%), respectively.
- 2023 was a bright spot for US Growth as two of the three surviving sub-advisors outperformed the index. Towards the end of May 2023, the Vanguard Quantitative Equity Group was removed as a subadvisor and their 20% of the portfolio was shifted to Wellington, who was the only manager to underperform the index over the year.
- In the calendar year 2022, only the Vanguard sleeve was able to outpace the index, while the other 85% of the portfolio lagged. Overall stock selection within information technology accounted for about half the underperformance followed by consumer discretionary and communication services where both sector positioning and selections hurt. Off benchmark holding, Shopify, (75%), as well as Tesla, (65%), and Affirm Holdings, (90%), were among the top detractors over this period.
- In calendar year 2021, despite posting positive double digit absolute results, all but one sector of the fund lagged the index. Positioning in information technology had the largest negative impact to results accounting for roughly one-third of the underperformance followed by consumer discretionary and communication services. At the security level, an underweight to Microsoft, which was up 52%, and overweights to laggards Chegg, (66%), and Roku, (31%), were top detractors. Vanguard was the only sub-advisor able to outpace the index.

Over time, the large cap growth segment of the US stock market has proven itself to be an area where active investment managers have particularly struggled. Illustrating this fact is the top quartile performance of the Russell 1000 Growth index over longer trailing time periods. In fact, over the 10-year investment period, the index ranked in the 7th percentile, indicating it has outperformed over 93% of the funds with similar capital market exposure. This compares to other asset classes where the index tends to produce near-median results. The exceptional peer performance of the index can be attributed to multiple factors with the dominant factors being the high concentration in the top holdings of the index.

The Russell 1000 Growth index is highly concentrated in its top holdings. In fact, the top ten holdings constitute approximately 60% of the index, while the top five holdings comprise about 45%. Of those three stocks, Apple, NVIDIA and Microsoft, each account for more than 10% of the index. This high concentration results in the price movement of five to ten stocks dominating the performance of the index. As a result, a manager's weighting to those five to ten stocks largely defines their relative performance to the index. As such, their view on just ten or so holdings often overwhelm their view on the other 385 or so stocks in the index. Compounding this is the fact that, in practice, it is difficult for an active manager to

express positive conviction in the top five stocks of the index given their enormous weight and the fact that the manager would have to hold them at an even larger weight.

As a result, it is likely that US Growth may exhibit volatile relative performance over time. We would expect that this volatility should be materially positive in some periods and materially negative in others. However, over the last ten calendar years the fund has only outperformed in six with four being in the first five years (2014, 2015, 2017, 2018, 2020 and 2023). Over time, this fund has demonstrated strong absolute and peer results though with periods of meaningful underperformance relative to the benchmark.

### Fund Characteristics<sup>1</sup>

	Fund	Morningstar Large Cap Growth Category Average	Russell 1000 Growth Index
Net Expense Ratio	0.20%	0.94	-
Number of holdings	111	494	394
Top 10	54.9%	55.0%	60.5%
Turnover (1-year)	37.2%	51.6%	-
Average Market Cap (\$)	453.9B	536.5B	656.7B
Median Market Cap (\$)	746.6B	-	1279.2B
Morningstar Ratings	3 Star   Silver	-	-
<b>Market Capitalization (%)</b>			
Giant	59.5	66.4	67.4
Large	21.2	13.3	21.4
Mid	13.8	15.6	9.8
Small	3.0	2.1	1.3
Micro	0.5	0.1	0.0
<b>Value and Growth Measures</b>			
Price/Earnings	41.6x	35.5x	35.2x
Price/Book	10.0x	9.1x	11.6x
Return on Equity	34.2%	39.7%	43.8%
Earnings Growth Rate	19.2%	16.4%	14.4%
Equity yield	0.4%	0.6%	0.7%
<b>Risk and Volatility Measures <sup>2</sup></b>			
Beta	1.1	0.96	1.0
R-Squared	94.9	98.2	100
Sharpe Ratio	0.6	0.7	0.9
Standard Deviation	23.89	19.97	20.57

<sup>1</sup> Source: Morningstar, Vanguard.

<sup>2</sup> Risk Stats are measured over a 5-year period versus Russell 1000 Growth index.

## Fund Characteristics As of June 30, 2024

	Fund	Russell 1000 Growth	Deviation
<b>Sector Allocations</b>			
Communication Services	16.8%	13.1%	3.7%
Consumer Discretionary	16.3	13.7	2.6
Consumer Staples	1.0	3.6	-2.6
Energy	0.0	0.4	-0.4
Financials	7.0	5.9	1.1
Healthcare	10.6	8.1	2.5
Industrials	4.6	4.3	0.3
Information Technology	42.2	49.6	-7.4
Materials	0.0	0.6	-0.6
Real Estate	1.5	0.5	1.0
Utilities	0.0	0.2	-0.2
<b>Fund Top Ten Holdings</b>			
NVIDIA Corp	10.3%	10.9%	-0.6
Microsoft Corp.	8.5	12.4	-3.9
Apple Inc.	8.2	11.4	-3.2
Amazon.com	7.9	6.7	1.2
Alphabet Inc.	5.4	7.3	-1.9
Meta Platforms Inc.	4.2	4.1	0.1
Eli Lilly & Co	3.1	2.9	0.2
Netflix Inc.	2.9	1.0	1.9
Broadcom Inc.	2.4	2.7	-0.3
Tesla Inc.	2.0	2.0	0.0

### Sub-advisor Characteristics as of June 30, 2024<sup>1</sup>

We also reviewed the characteristics of the sub-advisors. Of the three Baillie has the highest active share, indicating it looks the least like the index, while Jennison and Wellington were between 35% and 45%. Baillie also had the highest standard deviation and Beta. Both Jennison and Wellington produced risk measures within range of one another, with Jennison achieving a slightly better batting average. The top ten holdings represented approximately 60% for each manager. Jennison is the most correlated to Baillie (92%), Baillie is least correlated to Wellington (88%) and Jennison and Wellington are most similar (98%).

	Baillie Gifford	Jennison	Wellington
Strategy	US Equity Growth	Concentrated Lg Cap Gr Eq	Growth
Top 10	58.7%	60.0%	61.0%
Active Share	85.1%	39.4%	35.0%
Standard Deviation (5-years)	34.0%	24.5%	21.3%
Max Drawdown (5-years)	62.4%	42.4%	35.6%
Beta (5-years)	1.42	1.15	1.02
Sharpe Ratio (5-years)	0.25	0.66	0.67
Upside Market Capture(5-years)	107.32%	109.82%	96.33%
Downside Market Capture (5-years)	129.16%	111.90%	104.44%
Max Drawdown (5-years)	62.4%	42.4%	35.6%
Batting Average (5-years)	0.45	0.53	0.40
<b>Correlation Matrix</b>			
Baillie Gifford	1.000	--	--
Jennison	0.917	1.000	--
Wellington	0.884	0.976	1.000

<sup>1</sup> Data Source: eVestment, strategy composites.

## Conclusion

Overall, Meketa maintains a somewhat favorable opinion of the fund. While US Growth has gone through some transitions with respect to the sub-advisors and scope since its inception, the current line up of three managers each have tenures of over 10 years in the fund. The concept of combining high quality multiple strategies with various approaches to Growth investing is also intuitively appealing, with the potential to diversify the return profile and mute overall volatility. In evaluating performance, it is important to be mindful about the benchmark strength experienced over the past decade due to its strong concentrations and its impact on the large cap growth universe.

Lastly, we point out the Vanguard plan has a robust investment menu with 15 individual options, including two US Growth Equity options. While the menu includes a mix of active and passive offerings the average direct sold plan includes seven options with most being passively managed. However, this review did not consider non-investment factors, such as utilization rates, which should be considered if contemplating modifications to the number and type of portfolios offered by the plan.

KC/AK/HB/mp

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

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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 REPORT 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 REPORT.

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



THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 16**  
**September 27, 2024**

**Item: JP Morgan Future Path 529 Plan Proxy Vote**

**Recommendation:**

**The Board review and approve the proxy proposal for the applicable JP Morgan Funds in the Future Path 529 Program.**

**Summary:**

JP Morgan is requesting shareholders vote on a proposal. The Board of Trustees for the JP Morgan Trusts unanimously recommends shareholders vote in favor of the proposal.

Staff has considered the proposal and its impact on Program. Below is a summary of the proposal's key issue and Staff's voting recommendation.

1. **Proposal:** To change each Fund from a diversified company to a non-diversified company by eliminating the related fundamental investment policy.

Shareholders are being asked to change JP Morgan U.S. GARP Equity Fund, JP Morgan Large Cap Growth Fund and JP Morgan Growth Advantage Fund from a diversified company to a non-diversified company by eliminating the related fundamental investment policy.

**Background:** Each Fund is currently classified as a diversified company and has a related fundamental investment policy on diversification. As a result, each Fund is limited in its ownership of securities of single issuers. In contrast to the Funds, the benchmark indices are not limited by the 1940 Act diversification requirement. Over the past several years, certain stocks of technology-related issuers contained in the Funds' benchmark indices have experienced significant increases in their market capitalizations.

As a result, these indices have become much more concentrated at the individual stock level. This level of index concentration coupled with the limitations placed on a diversified company can, at times, constrain a Fund's ability to fully achieve target exposures to individual securities and limits its ability to invest above 5% in certain issuers, and forces each Fund's portfolio to be underweight at least some of the top holdings in its benchmark, even if the Fund's portfolio management team finds them to be attractive investment opportunities.

This limitation can ultimately inhibit the opportunity for the Fund to implement its principal investment strategy and can hinder its ability to outperform its benchmark or non-diversified peer funds with otherwise similar investment strategies, on a risk-return basis. Shareholder approval of the Proposal would allow each Fund to operate as a non-diversified company, which would provide each Fund's portfolio management team with additional investment flexibility and the potential to enhance the Fund's performance.

**Fiscal Impact:** None

**Recommendation:** Staff recommends voting to approve JP Morgan's proxy vote proposal.

**JPMorgan Trust I**  
JPMorgan U.S. GARP Equity Fund  
**JPMorgan Trust II**  
JPMorgan Large Cap Growth Fund  
**J.P. Morgan Mutual Fund Investment Trust**  
JPMorgan Growth Advantage Fund  
(each, a “Trust” and together, the “Trusts”)

**277 Park Avenue  
New York, NY 10172**

August 15, 2024

Dear Shareholder:

You are being asked to vote on important matters to be considered at a special joint meeting of shareholders of each of the above listed funds (each, a “Fund” and together, the “Funds”), scheduled to be held at 11:00 a.m. Eastern Time on October 2, 2024, at 277 Park Avenue, New York, NY 10172, 17<sup>th</sup> Floor (the “Meeting”).

The Meeting is being held to consider the following proposal (the “Proposal”):

To change each Fund from a diversified company to a non-diversified company by eliminating the related fundamental investment policy.

You are entitled to vote at the Meeting, including any postponement(s) and adjournment(s), if you owned shares of any Fund at the close of business on July 31, 2024.

Your vote is extremely important, and voting is quick and easy. Everything you need is enclosed. You can vote in any of four ways: by telephone, via the Internet, by returning the enclosed proxy card by mail, or by participating in the Meeting. We encourage you to vote by telephone or via the Internet, which will reduce the time and costs associated with this proxy solicitation.

**Please vote all proxies you receive at your earliest convenience.** Please review the Proxy Statement and consider the Proposal carefully before voting. Please vote at your earliest convenience even if you plan to participate in the Meeting. This will help control costs associated with conducting the proxy solicitation and will help ensure quorum is reached, which will allow the Proposal to be acted upon at the Meeting. You may receive more than one set of proxy solicitation materials if you hold shares in multiple Funds or accounts. Please vote them all. Your vote is extremely important, no matter how many shares you own.

**Instructions explaining how to vote are provided on the notice for the Meeting and your proxy card.**

If you have any questions after reviewing the proxy statement, please call 1-888-628-1041. We will get you the answers that you need promptly.

**The Board of Trustees of each Trust unanimously recommends that shareholders vote “FOR” the Proposal.**

Thank you for your attention to these important matters and for your continuing support of the J.P. Morgan Mutual Funds.

Sincerely,

A handwritten signature in black ink, appearing to read 'B. Shlissel', with a stylized, flowing script.

Brian S. Shlissel

President

JPMorgan Trust I

JPMorgan Trust II

J.P. Morgan Mutual Fund Investment Trust

## QUESTIONS AND ANSWERS

The following is a brief Q&A that will help explain the Proposal, including the reasons for the Proposal. A more detailed discussion of the Proposal is in the proxy statement that follows this Q&A. Shareholders should read the entire proxy statement carefully.

**Q. What am I being asked to vote on?**

**A.** Shareholders of each Fund are being asked to vote on the Proposal to change the Fund from a “diversified company” to a “non-diversified company” by eliminating the related fundamental investment policy. Because the investment policy is “fundamental,” shareholder approval is required to eliminate it. Approval of the Proposal will be determined for each Fund separately, solely by the voting results of shareholders of that Fund.

**Q. What is the difference between diversified companies and non-diversified companies?**

**A.** Under the Investment Company Act of 1940, as amended (“1940 Act”), a “diversified company” must have at least 75% of the value of its total assets represented by cash and cash items (including receivables), U.S. government securities, securities of other investment companies, and other securities limited in respect of any one issuer to an amount not greater than 5% of the company’s total assets and not more than 10% of any class of the outstanding voting securities of such issuer. In effect, the aggregated total of single-issuer positions of 5% or more cannot exceed 25% of a fund’s assets. In contrast, the 1940 Act defines a “non-diversified company” as a fund other than a diversified company, and places no single-issuer limits on the fund due to that classification.

**Q. Has the Board of Trustees approved the Proposal?**

**A.** Yes. The Board of Trustees of each Trust has reviewed and approved the Proposal. The Board of Trustees of each Trust, including all of the Independent Trustees (i.e., Trustees who are not “interested persons” of the Funds as defined in the 1940 Act), determined that, for each Fund, the Proposal is in the best interests of the Fund.

**The Board of Trustees of each Trust unanimously recommends that shareholders vote “FOR” the Proposal.**

**Q. Why am I being asked to approve the Proposal?**

**A.** Each Fund is currently classified as a diversified company and has a related fundamental investment policy on diversification. As a result, each Fund is limited in its ownership of securities of single issuers. In contrast to the Funds, the benchmark indices are not limited by the 1940 Act diversification requirement. Over the past several years, certain stocks of technology-related issuers contained in the Funds’ benchmark indices have experienced significant increases in their market capitalizations. As a result, these indices have become much more concentrated at the individual stock level. This level of index concentration coupled with the limitations

placed on a diversified company can, at times, constrain a Fund's ability to fully achieve target exposures to individual securities and limits its ability to invest above 5% in certain issuers, and forces each Fund's portfolio to be underweight at least some of the top holdings in its benchmark, even if the Fund's portfolio management team finds them to be attractive investment opportunities. This limitation can ultimately inhibit the opportunity for the Fund to implement its principal investment strategy and can hinder its ability to outperform its benchmark or non-diversified peer funds with otherwise similar investment strategies, on a risk-return basis. Shareholder approval of the Proposal would allow each Fund to operate as a non-diversified company, which would provide each Fund's portfolio management team with additional investment flexibility and the potential to enhance the Fund's performance.

**Q. How would approval of the Proposal impact the day-to-day management of the Fund?**

**A.** While approval of the Proposal would provide each Fund's portfolio management team with greater long-term flexibility in executing its investment strategy by allowing increased exposures to certain holdings, and may allow for the potential for greater risk, it is not otherwise expected to affect the way the Funds are currently managed. The investment objective and investment strategies for each Fund will not change due to approval of the Proposal and the portfolio management teams currently intend to manage each Fund using the substantially similar risk and volatility guidelines it has used managing such Fund while they have been classified as diversified. In addition, while each Fund's fundamental investment policy on diversification would be eliminated, all other fundamental investment policies will remain unchanged.

**Q. What if shareholders do not approve the Proposal?**

**A.** If shareholders do not approve this Proposal for a Fund, it will remain a diversified company and retain its current fundamental investment policy on diversification.

**Q. What if quorum is not reached by the Meeting date or if the Proposal is not approved?**

**A.** In the event that the necessary quorum to transact business is not obtained by the date of the Meeting or the Proposal does not receive sufficient votes for approval, the persons named as proxies may propose one or more adjournments of the Meeting to permit further solicitation of proxies. In the event of an adjournment within 60 days from the date of the Meeting, no further notice would be provided other than an announcement at the Meeting to be adjourned. The persons named as proxies would vote upon such adjournment(s) after consideration of the best interests of all shareholders.

**Q. How many votes am I entitled to cast?**

**A.** As a shareholder of JPMorgan U.S. GARP Equity Fund and JPMorgan Large Cap Growth Fund, you are entitled to one vote for each dollar of net asset value, and a

proportionate fractional vote for any remainder of net asset value, represented by such shareholder’s shares as of the Record Date. As a shareholder of JPMorgan Growth Advantage Fund, you are entitled to one vote for each whole share held, and a proportionate fractional vote for any fractional shares held, as of the Record Date. The Record Date is July 31, 2024.

**Q.      How do I vote my shares?**

**A.**      Voting is quick and easy. You can vote in any of four ways: by telephone, via the Internet, by returning the Proxy Card by mail, or by participating in the Meeting. We encourage you to vote by telephone or via the Internet, which will reduce the time and costs associated with this proxy solicitation.

**To vote by Telephone:**

- (1) Read the Proxy Statement and have your Proxy Card at hand.
- (2) Call the toll-free number shown on your Proxy Card.
- (3) Enter the control number shown on your Proxy Card and follow the simple instructions.

**To vote by Internet:**

- (1) Read the Proxy Statement and have your Proxy Card at hand.
- (2) Go to the website shown on your Proxy Card.
- (3) Enter the control number shown on your Proxy Card and follow the simple instructions.

If you have any questions after reviewing the proxy materials, please call 1-888-628-1041. Representatives are available to assist you Monday through Friday, 9 a.m. to 10 p.m. Eastern Time. We will get you the answers that you need promptly.

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**JPMorgan Trust I**  
JPMorgan U.S. GARP Equity Fund  
**JPMorgan Trust II**  
JPMorgan Large Cap Growth Fund  
**J.P. Morgan Mutual Fund Investment Trust**  
JPMorgan Growth Advantage Fund

**277 Park Avenue**  
**New York, NY 10172**

**NOTICE OF SPECIAL JOINT MEETING OF SHAREHOLDERS**  
**TO BE HELD OCTOBER 2, 2024**

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To the Shareholders:

NOTICE IS HEREBY GIVEN that a special joint meeting of shareholders of JPMorgan U.S. GARP Equity Fund, a series of JPMorgan Trust I, JPMorgan Large Cap Growth Fund, a series of JPMorgan Trust II, and JPMorgan Growth Advantage Fund, a series of J.P. Morgan Mutual Fund Investment Trust (each, a “Fund” and together, the “Funds”), is scheduled to be held at 11:00 a.m. Eastern Time on October 2, 2024, at 277 Park Avenue, New York, NY 10172, 17<sup>th</sup> Floor (the “Meeting”).

The Meeting is being held to consider the following proposal (the “Proposal”):

To change each Fund from a diversified company to a non-diversified company by eliminating the related fundamental investment policy.

You are entitled to participate and to vote at the Meeting, including any postponement(s) and adjournment(s), if you owned shares of any Fund at the close of business on July 31, 2024 (the “Record Date”).

Only shareholders of record at the close of business on the Record Date will be entitled to notice of, and to vote at, the Meeting. Shares represented by proxies, unless previously revoked, will be voted at the Meeting in accordance with the instructions of the shareholders. If Proxy Cards have been executed, but no instructions are given, such proxies will be voted in favor of the Proposal. To revoke a proxy, the shareholder giving such proxy must either: (1) submit to the Trusts a subsequently dated Proxy Card, (2) deliver to the Trusts a written notice of revocation, or (3) otherwise give notice of revocation at the Meeting, in all cases prior to the exercise of the authority granted in the proxy. The presence in person or by proxy of the holders of record of a majority of the outstanding shares of each Fund entitled to vote shall constitute a quorum at the Meeting.

In the event that the necessary quorum to transact business or the vote required to approve the Proposal is not obtained by the date of the Meeting, a person named as proxy may propose one or more adjournments of the Meeting for a reasonable period or periods to permit further solicitation of proxies. In addition, in the judgment of the persons named as proxies, it is advisable to defer action on one or more proposals,

the persons named as proxies may propose one or more adjournments of the Meeting with respect to such proposal or proposals for a reasonable period or periods. Any broker non-votes received will be excluded from the calculation of the number of votes required to approve any proposal to adjourn a meeting. Please refer to the section in the Proxy Statement entitled “Adjournments” for additional details.

If a shareholder wishes to participate in the Meeting, but does not wish to authorize the execution of a proxy by telephone or through the Internet, the shareholder may still submit the Proxy Card included with the Proxy Statement or attend the Meeting in person.

**Important Notice Regarding the Availability of Proxy Materials for the Special Meeting of Shareholders To Be Held on October 2, 2024.**

This Notice presents an overview of the more complete proxy materials, which contain important information and are available on the Funds’ website or by mail. This Notice is not a ballot or other form for voting.

The Proxy Statement is available at <https://vote.proxyonline.com/jpmorgan/docs/2024mtg.pdf> and a paper copy can be obtained at no charge by calling 1-888-628-1041.

Your vote is extremely important, and voting is quick and easy. You can vote in any of four ways: by telephone, via the Internet, by returning the Proxy Card by mail, or by participating in the Meeting. We encourage you to vote by telephone or via the Internet, which will reduce the time and costs associated with this proxy solicitation.

- | <b><u>To vote by Telephone:</u></b>   | <b><u>To vote by Internet:</u></b>  |
|---|---|
| (1) Read the Proxy Statement and have your Proxy Card at hand.                            | (1) Read the Proxy Statement and have your Proxy Card at hand.                            |
| (2) Call the toll-free number shown on your Proxy Card.                                   | (2) Go to the website shown on your Proxy Card.   |
| (3) Enter the control number shown on your Proxy Card and follow the simple instructions. | (3) Enter the control number shown on your Proxy Card and follow the simple instructions. |

Please vote all proxies you receive at your earliest convenience, even if you plan to participate in the Meeting. You may receive more than one set of proxy solicitation materials if you hold shares in multiple Funds or accounts. Please vote them all. Your vote is extremely important, no matter how many shares you own.

Whichever method you choose, please read the Proxy Statement carefully before you vote.

**YOUR VOTE IS IMPORTANT.**

By Order of the Board of Trustees,

A handwritten signature in black ink, appearing to read 'B. Shlissel', with a stylized, flowing script.

Brian S. Shlissel

President

JPMorgan Trust I

JPMorgan Trust II

J.P. Morgan Mutual Fund Investment Trust

August 15, 2024

**PLEASE RESPOND – WE ASK THAT YOU VOTE PROMPTLY IN ORDER  
TO AVOID THE ADDITIONAL EXPENSE OF FURTHER SOLICITATION.**

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## **PROXY STATEMENT**

### **SPECIAL JOINT MEETING OF SHAREHOLDERS TO BE HELD ON OCTOBER 2, 2024**

This Proxy Statement is being furnished to you in connection with the solicitation of proxies by the Board of Trustees (the “Board”) of each of JPMorgan Trust I, JPMorgan Trust II and J.P. Morgan Mutual Fund Investment Trust (each, a “Trust” and collectively, the “Trusts”), on behalf of JPMorgan U.S. GARP Equity Fund, JPMorgan Large Cap Growth Fund, and JPMorgan Growth Advantage Fund, respectively (each, a “Fund” and collectively, the “Funds”), to be voted at a Special Joint Meeting of Shareholders to be held at 11:00 a.m. Eastern Time on October 2, 2024, at 277 Park Avenue, New York, NY 10172, 17<sup>th</sup> Floor (together with any postponements or adjournments, the “Meeting”).

This Proxy Statement and its accompanying Proxy Card are first being mailed to shareholders on or about August 23, 2024. Any shareholder of a Fund on the Record Date is invited to attend the Meeting.

Only shareholders of record at the close of business on the Record Date will be entitled to notice of, and to vote at, the Meeting. Shares represented by proxies, unless previously revoked, will be voted at the Meeting in accordance with the instructions of the shareholders. If Proxy Cards have been executed, but no instructions are given, such proxies will be voted in favor of the Proposal. To revoke a proxy, the shareholder giving such proxy must either: (1) submit to the Trusts a subsequently dated Proxy Card, (2) deliver to the Trusts a written notice of revocation, or (3) otherwise give notice of revocation at the Meeting, in all cases prior to the exercise of the authority granted in the proxy. The presence in person or by proxy of the holders of record of a majority of the outstanding shares of each Fund entitled to vote shall constitute a quorum at the Meeting.

In the event that the necessary quorum to transact business or the vote required to approve the Proposal is not obtained by the date of the Meeting, a person named as proxy may propose one or more adjournments of the Meeting for a reasonable period or periods to permit further solicitation of proxies. In addition, if, in the judgment of the persons named as proxies, it is advisable to defer action on one or more proposals, the persons named as proxies may propose one or more adjournments of the Meeting with respect to such proposal or proposals for a reasonable period or periods. Any broker non-votes received will be excluded from the calculation of the number of votes required to approve any proposal to adjourn a meeting. Please refer to the section in this Proxy Statement entitled “Adjournments” for additional details.

If a shareholder wishes to participate in the Meeting but does not wish to authorize the execution of a proxy by telephone or through the Internet, the shareholder may still submit the Proxy Card included with this Proxy Statement or attend the Meeting in person.

If you would like to receive a copy of the most recent annual report of a Fund free of charge, or copies of any subsequent shareholder report, please make the request in writing to J.P. Morgan Funds Services, P.O. Box 219143, Kansas City, MO 64121-9143 or by calling 1-800-480-4111. Requested shareholder reports will be sent by first class mail within three business days of the receipt of the request. You can also obtain the annual report for any Fund by visiting [www.jpmorganfunds.com](http://www.jpmorganfunds.com).

**PROPOSAL**

**TO CHANGE JPMORGAN U.S. GARP EQUITY FUND, JPMORGAN LARGE CAP GROWTH FUND AND JPMORGAN GROWTH ADVANTAGE FUND FROM A DIVERSIFIED COMPANY TO A NON-DIVERSIFIED COMPANY BY ELIMINATING THE RELATED FUNDAMENTAL INVESTMENT POLICY**

The Meeting is being held to act on the proposal (“Proposal”) for each Fund to change the Fund from a diversified company to a non-diversified company by eliminating the related fundamental investment policy, as shown in the following table:

<b>Fund Name</b>	<b>Related Fundamental Investment Policy</b>
JPMorgan U.S. GARP Equity Fund	The Fund may not make any investment inconsistent with the Fund’s classification as a diversified investment company under the 1940 Act.
JPMorgan Large Cap Growth Fund	The Fund may not purchase securities of any issuer if such purchase would not be consistent with the maintenance of the Fund’s status as a diversified company under the 1940 Act, or the rules or regulations thereunder, as such statute, rules or regulations may be amended from time to time.
JPMorgan Growth Advantage Fund	The Fund intends to meet the diversification requirement of the 1940 Act.

Because the above investment policies are fundamental, shareholder approval is required to eliminate them.

The Board of Trustees of each Trust has reviewed and approved the Proposal for each Fund. The Board of Trustees of each Trust, including all of the Independent Trustees (i.e., Trustees who are not “interested persons” of the Funds as defined in the Investment Company Act of 1940, as amended (the “1940 Act”)), determined that, for each Fund, the Proposal is in the best interests of the Fund. The Board of Trustees of each Trust unanimously recommends that shareholders vote “FOR” the Proposal for each Fund.

Section 5(b)(1) of the 1940 Act, a federal statute regulating the operations of mutual funds, requires funds to be classified as either a “diversified company” or “non-diversified company” and such classification is considered a fundamental

investment policy, meaning that it cannot be changed or eliminated without shareholder approval. A “diversified company,” pursuant to Section 5(b)(1) of the 1940 Act must have 75% of its total assets represented by cash and cash items (including receivables), U.S. government securities, securities of other investment companies, and other securities limited in respect of any one issuer to an amount not greater than 5% of the company’s total assets and not more than 10% of any class of the outstanding voting securities of such issuer. In effect, the aggregated total of single-issuer positions of 5% or more cannot exceed 25% of each Fund’s assets. In contrast, a “non-diversified company” does not have this limitation under the 1940 Act and therefore can invest a greater percentage of its assets in fewer issuers.

Although each Fund is an actively managed fund, and not an index fund, it is expected that each Fund will invest in the top holdings of the Fund’s benchmark index. The Fund’s portfolio management team may underweight or overweight such holdings relative to the index based on its evaluation of those companies. The diversification status of each Fund limits its ability to invest above 5% in certain issuers and forces each Fund’s portfolio to be underweight at least some of the top holdings in its benchmark index, even if the Fund’s portfolio management team finds them to be attractive investment opportunities. As a result, a Fund’s portfolio management team may be prohibited from being equal to or overweight relative to the Fund’s benchmark index in these top holdings.

The benchmark index for each Fund is listed in the following table:

Fund Name	Benchmark
JPMorgan U.S. GARP Equity Fund	Russell 1000 Growth Index
JPMorgan Large Cap Growth Fund	Russell 1000 Growth Index
JPMorgan Growth Advantage Fund	Russell 3000 Growth Index

In contrast to the Funds, the benchmark indices are not limited by the 1940 Act diversification requirement. Over the past several years, certain stocks of technology-related issuers contained in the Russell 1000 Growth Index and/or the Russell 3000 Growth Index have experienced significant increases in their market capitalizations. As a result, these indices have become much more concentrated at the individual stock level. For example, as of June 30, 2024, 49% of the Russell 1000 Growth Index and 47% of the Russell 3000 Growth Index were represented by five stocks that have a greater than 5% weight. This level of index concentration coupled with the limitations placed on a diversified company can, at times, constrain a Fund’s ability to fully achieve target exposures to individual securities.

In selecting investments for each Fund, J.P. Morgan Investment Management Inc. (“JPMIM” or “Adviser”) considers the stocks in each Fund’s benchmark index as potential investments, in accordance with the Fund’s principal investment strategy. Due to the 1940 Act diversification requirement, at various times, the Funds must underweight at least some of these holdings relative to their weights in the respective indices even if the Adviser finds them to be attractive investment opportunities. The diversification status forces each Fund to be underweight its benchmark’s top holdings,

meaning the Adviser cannot choose to equal or overweight positions relative to a Fund's benchmark even if, in accordance with the Fund's investment objective and principal investment strategy, the Adviser determines that they represent the best available investment opportunity. This limitation can ultimately inhibit the opportunity for the Fund to implement its principal investment strategy and can hinder its ability to outperform its benchmark or non-diversified peer funds with otherwise similar investment strategies, on a risk-return basis. The Adviser believes reclassifying each Fund as a non-diversified company is in the best interests of each Fund and its shareholders because the non-diversified status will provide the Adviser with additional investment flexibility and the potential to enhance the Fund's performance.

While approval of the Proposal would provide the Adviser with greater long-term flexibility in executing each Fund's investment strategy by allowing increased exposures to certain holdings, it is not otherwise expected to affect the way the Funds are currently managed. The investment objective and investment strategies for each Fund will not change due to approval of the Proposal. In addition, while each Fund's fundamental investment policy on diversification would be eliminated, all other fundamental investment policies will remain unchanged.

The 1940 Act diversification requirements are separate and apart from the diversification requirements that each Fund complies with in order to qualify for special tax treatment as set forth in Subchapter M of the Internal Revenue Code. This Proposal does not in any way affect a Fund's intent to comply with the diversification requirements of Subchapter M. As a non-diversified company, the percentage of a Fund's assets invested in any single issuer would not be limited by the 1940 Act, but would remain subject to Subchapter M's broader diversification requirements.

Investing a larger percentage of a Fund's assets in any one issuer could increase the Fund's risk of loss and make its share price more volatile because the value of its shares would be more susceptible to adverse events affecting that issuer. If the Adviser takes a larger position in an issuer that subsequently has an adverse return, a Fund may have a greater loss than it would have had if the Adviser had diversified the Fund's investments consistent with Section 5(b)(1) of the 1940 Act. While the change to a non-diversified company classification may allow for the potential for greater risk taking by a Fund, the portfolio management team currently intends to manage the Fund's using the substantially similar risk and volatility guidelines it has used managing the Fund while it has been classified as a diversified company.

If shareholders approve the Proposal, each Fund may operate as a non-diversified company or, in the Adviser's discretion, it may not, subject to the best interests of the Fund and its shareholders. However, if a Fund does not operate as a non-diversified company for three consecutive years following shareholder approval, the 1940 Act rules will require the Fund to be automatically re-classified as a diversified company. This would require a Fund again to seek shareholder approval to operate as a non-diversified company.



At meetings held on June 25-26, 2024, the Board of Trustees for each Trust unanimously approved the submission of this Proposal to shareholders for their approval.

## GENERAL INFORMATION ABOUT THE FUNDS

Current service providers of the Funds are described below.

### ***Investment Adviser***

JPMIM, 277 Park Avenue, New York, NY 10172, serves as investment adviser to the Funds and continuously reviews and supervises the Funds' investment program. JPMIM is a wholly-owned subsidiary of JPMorgan Asset Management Holdings Inc., which is a wholly-owned subsidiary of JPMorgan Chase & Co. As of December 31, 2023, JPMIM managed over \$2.7 trillion in assets.

### ***Distributor***

JPMorgan Distribution Services, Inc. ("JPMDS"), 1111 Polaris Parkway, Columbus, Ohio 43240, serves as distributor to each of the Funds. JPMDS is an affiliate of the Adviser, the Administrator and JPMorgan Chase Bank and is an indirect, wholly-owned subsidiary of JPMorgan Chase.

### ***Administrator***

JPMIM, 277 Park Avenue, New York, NY 10172, serves as administrator for the Trusts.

## VOTING INFORMATION

### **Shareholders Entitled to Vote**

You are entitled to vote at the Meeting, including any adjournment(s) or postponement(s) thereof, if you owned shares of any Fund at the close of business on the Record Date of July 31, 2024.

### **Quorum**

For each Fund, a majority of its outstanding shares as of the Record Date shall constitute a quorum at the Meeting for acting on the Proposal.

### **Voting Requirement**

For each Fund, approval of the Proposal requires the affirmative vote of the holders of a majority of its outstanding voting securities as of the Record Date, within the meaning of the 1940 Act. This means the affirmative vote of the lesser of: (a) 67% or more of the shares present at the meeting or represented by proxy if the holders of more than 50% of the outstanding shares of the Fund are present or represented by proxy or (b) more than 50% of the outstanding shares of the Fund. The approval of the Proposal by one Fund is not contingent on the approval of any other Fund.

## **How Votes will be Counted**

Each shareholder of JPMorgan U.S. GARP Equity Fund and JPMorgan Large Cap Growth Fund is entitled to one vote for each dollar of net asset value, and a proportionate fractional vote for any remainder of net asset value, represented by such shareholder's shares as of the Record Date. Each shareholder of JPMorgan Growth Advantage Fund is entitled to one vote for each whole share held, and a proportionate fractional vote for any remainder of net asset value, represented by such shareholder's shares as of the Record Date. Executed Proxy Cards marked as "withhold" votes will be treated as shares that are present for purposes of determining whether a quorum is present at the Meeting. "Withhold" votes will be treated as votes against the Proposal. Treating "withhold" votes as votes against the Proposal can have the effect of causing shareholders who choose not to participate in the proxy vote to prevail over shareholders who cast votes or provide voting instructions to their brokers or nominees. Each Fund may request that selected brokers or nominees return proxies on behalf of shares for which voting instructions have not been received if doing so is necessary to obtain a quorum. "Withhold" votes will not be voted "FOR" or "AGAINST" any adjournment.

If a Proxy Card is properly executed and returned in time to be voted at the Meeting, the proxies named on the card will vote the shares represented by the proxy in accordance with the instructions marked on the card. Unmarked but properly executed Proxy Cards will be voted FOR the Proposal. If you simply sign, date and return the Proxy Card, but do not specify a vote, your proxy will be voted FOR the Proposal.

## **How to Vote**

Any shareholder of a Fund on the Record Date can vote in any of four ways: by telephone, via the Internet, by returning the Proxy Card by mail, or by participating in the Meeting.

Please follow the instructions on your Proxy Card.

## **Revoking a Proxy or Changing a Vote**

Shares represented by proxies, unless previously revoked, will be voted at the Meeting in accordance with the instructions of the shareholders. To revoke a proxy, the shareholder giving such proxy must either (1) submit to the Trust a subsequently dated Proxy Card, (2) deliver to the applicable Trust a written notice of revocation, or (3) otherwise give notice of revocation in open Meeting, in all cases prior to the exercise of the authority granted in the proxy.

## **Adjournment**

In the event that the necessary quorum to transact business is not obtained by the date of the Meeting, or, in the event that the Proposal does not receive sufficient votes for approval, whether or not a quorum is present, the persons named as proxies may

propose one or more adjournments of the Meeting to permit further solicitation of proxies. Any such adjournment will require an affirmative vote by the holders of a majority of the shares present in person or by proxy and entitled to vote at the Meeting. In determining whether to adjourn the Meeting, the following factors may be considered: the percentage of votes actually cast, the percentage of negative votes actually cast, the nature of any further solicitation and the information to be provided to shareholders with respect to the reasons for the solicitation. In addition, if, in the judgment of persons named as proxies, it is advisable to defer action on the Proposal, the persons named as proxies may propose one or more adjournments of the Meeting for a reasonable period or periods. In the event of an adjournment, no further notice is needed other than an announcement at the Meeting to be adjourned if the adjourned meeting is held within 60 days from the date of the Meeting. For purposes of calculating a vote to adjourn the Meeting, any broker non-votes received will be excluded from the calculation of the number of votes required to approve any proposal to adjourn a meeting. The persons named as proxies will vote upon such adjournment after consideration of the best interests of all shareholders.

### **Broker “Non-Votes”**

For purposes of determining the presence of a quorum for transacting business at the Meeting, executed proxies marked as broker “non-votes” (that is, proxies from brokers or nominees indicating that such persons have not received instructions from the beneficial owner or other persons entitled to vote shares on a particular matter with respect to which the brokers or nominees do not have discretionary power) will be treated as shares that are present for quorum purposes but which have not been voted. Accordingly, broker non-votes will effectively be a vote against the Proposal, for which the required vote is a majority of the shares outstanding and entitled to vote on the matter. As described above in the section entitled “Adjournments,” broker non-votes will have no effect on votes to adjourn the Meeting.

### **Method of Solicitation**

Proxies are being solicited by mail. Additional solicitations may be made by telephone, e-mail, or other personal contact by officers or employees of JPMIM and their affiliates or by proxy soliciting firms retained by the Funds. The Funds have retained EQ Fund Solutions, LLC (“EQFS”), a proxy solicitor, to assist in the solicitation of proxies primarily by contacting shareholders by telephone. By contract, EQFS, among other things, will be: (i) required to maintain the confidentiality of all shareholder information; (ii) prohibited from selling or otherwise disclosing to any third-party shareholder information; and (iii) required to comply with state telemarketing laws to the extent applicable to the services provided under the contract. The cost of retaining such proxy solicitor will be deemed an expense relating to the Meeting. In addition, JPMIM may reimburse persons holding shares in their names or in the names of their nominees for expenses incurred in forwarding solicitation material to their beneficial owners. The aggregate costs of the Meeting, including the costs of preparing, assembling, mailing and transmitting proxy materials and of soliciting proxies on

behalf of the Board, are estimated not to exceed \$9,700,000 and will be borne by the Funds. Each Fund is subject to contractual expense limitations, as a result the proxy expenses will be borne by JPMIM for any Fund with operating expenses (including proxy expenses) above its expense limitation. As of the date of this proxy statement, each Fund's gross operating expenses exceeded its expense limitation.

As the Meeting date approaches, shareholders of the Funds may receive a call from a representative of JPMIM or EQFS if the Funds have not yet received their vote. Authorization to permit JPMIM or EQFS to execute proxies may be obtained by telephonic or electronically transmitted instructions from Fund shareholders. Proxies that are obtained telephonically will be recorded in accordance with the procedures set forth below. Management of the Funds believes that these procedures are reasonably designed to ensure that the identity of the shareholder casting the vote is accurately determined and that the voting instructions of the shareholder are accurately determined. In all cases where a telephonic proxy is solicited, a JPMIM or EQFS representative is required to ask the shareholder for the shareholder's full name, address, and confirmation that the shareholder has received this Proxy Statement.

If the shareholder information solicited agrees with the information provided to JPMIM or EQFS by the Funds, the JPMIM or EQFS representative has the responsibility to explain the process, read the Proposal listed on the Proxy Card, and ask for the shareholder's instructions on the Proposal. The representative of JPMIM or EQFS, although permitted to answer questions about the process, is not permitted to recommend to the shareholder how to vote, other than to read any recommendation set forth in this Proxy Statement. EQFS will record the shareholder's instructions on the card. Within 72 hours, JPMIM or EQFS will send the shareholder a letter or mailgram to confirm the shareholder's vote and asking the shareholder to call JPMIM or EQFS immediately if the shareholder's instructions are not correctly reflected in the confirmation.

## **Share Information**

For a list of the number of shares of the Funds that are outstanding as of the close of business on the Record Date, please refer to Appendix A.

## **Fund Shares Owned by Certain Beneficial Owners**

For a list of persons or entities that owned beneficially or of record 5% or more of the outstanding shares of a class of each of the Funds as of the Record Date, please refer to Appendix B.

## **ATTENDING THE MEETING**

If you wish to attend the meeting in person you will be required to present proper identification and proof of share ownership as of the Record Date.

## Identification

All shareholders and valid proxy holders must provide a valid form of government-issued photo identification, such as a valid driver's license or passport. In addition, if you are representing an entity that is a shareholder, you must provide evidence of your authority to represent that entity at the meeting.

## Proof of Ownership

*Holders of record* (i.e., if you hold shares in your own name) — The top half of the Proxy Card or your notice of internet availability of proxy materials indicating the holder of record (whose name and share ownership may be verified against our list of registered shareholders) can be used.

*Holders in street name* (i.e., if your shares are held through a broker, bank, or other nominee) — A brokerage statement that demonstrates share ownership as of the Record Date or a letter from your bank or broker indicating that you held shares as of the Record Date are examples of proof of share ownership. If you want to vote your shares held in street name in person, you must also provide a written proxy in your name from the broker, bank, or other nominee that holds your shares.

*Valid proxy holders for holders of record* — A written legal proxy to you signed by the holder of record (whose name and share ownership may be verified against our list of registered shareholders), and proof of ownership by the holder of record as of the Record Date (see “Holders of record” above).

*Valid proxy holders for holders in street name* — A written legal proxy from the brokerage firm or bank holding the shares to the street name holder that is assignable and a written legal proxy to you signed by the street name holder, together with a brokerage statement or letter from the bank or broker indicating that the holder in street name held shares as of the Record Date.

*Guests* — Admission of persons to the meeting who are not shareholders is subject to space limitations and to the sole discretion of Fund management.

## OTHER MATTERS

*No Other Matters.* We know of no business other than the Proposal contained in this Proxy Statement to be considered at the meeting. If, however, any other matters are properly brought before the Meeting, the persons named in the accompanying form of proxy will vote thereon in accordance with their judgment.

*Shareholders Sharing the Same Address.* As permitted by law, only one copy of this Proxy Statement may be delivered to shareholders residing at the same address, unless such shareholders have notified the applicable Trust of their desire to receive multiple copies of the shareholder reports and proxy statements that the Trust sends. If you would like to receive an additional copy, please contact the applicable Trust by writing

to the Trust's address, or by calling the telephone number shown on the front page of this Proxy Statement. The Trust will then promptly deliver, upon request, a separate copy of this Proxy Statement to any shareholder residing at an address to which only one copy was mailed. Shareholders wishing to receive separate copies of a Fund's shareholder reports and proxy statements in the future, and shareholders sharing an address that wish to receive a single copy if they are receiving multiple copies, should also send a request as indicated.

*Shareholder Proposals.* Each Trust does not hold annual shareholder meetings. Any shareholder proposal intended to be presented at any future meeting of shareholders must be received by the Funds at their principal office a reasonable time before the solicitation of proxies for such meeting in order for such proposal to be considered for inclusion in the proxy statement relating to such meeting.

*Shareholder Communications with Board.* Shareholders wishing to send communications to the Board of Trustees or specific members of the Board should submit the communication in writing to the attention of the Secretary of the Trust, at 277 Park Avenue, New York, New York 10172, identifying the correspondence as intended for the Board of Trustees or for a specified member of the Board. The Secretary will maintain a copy of any such communication and promptly forward it to the Governance Committee no less frequently than monthly. The Governance Committee will periodically review such communications and determine how to respond, if at all. Other members of the Board will receive, no less frequently than quarterly, a summary of all shareholders communications received during the prior quarter, which summary shall identify the substance of such communications.

## APPENDIX A

### SHARE INFORMATION

The chart below lists the number of shares of the Funds that are outstanding as of the close of business on the Record Date:

#### Share Information

<b>JPMorgan Growth Advantage Fund</b>	<b>Shares Outstanding - Class Level</b>	<b>Shares Outstanding - Fund Level</b>
Class A Shares	110,161,542.262	514,913,584.021
Class C Shares	26,323,066.735	514,913,584.021
Class I Shares	147,327,262.816	514,913,584.021
Class R2 Shares	316,559.144	514,913,584.021
Class R3 Shares	888,208.906	514,913,584.021
Class R4 Shares	1,102,920.412	514,913,584.021
Class R5 Shares	3,822,648.721	514,913,584.021
Class R6 Shares	224,971,375.025	514,913,584.021

<b>JPMorgan Large Cap Growth Fund</b>	<b>Shares Outstanding - Class Level</b>	<b>Shares Outstanding - Fund Level</b>
Class A Shares	93,104,573.813	1,235,346,098.212
Class C Shares	19,115,855.037	1,235,346,098.212
Class I Shares	307,424,407.874	1,235,346,098.212
Class R2 Shares	3,501,346.666	1,235,346,098.212
Class R3 Shares	9,903,524.863	1,235,346,098.212
Class R4 Shares	9,373,755.739	1,235,346,098.212
Class R5 Shares	11,186,690.345	1,235,346,098.212
Class R6 Shares	781,735,943.875	1,235,346,098.212

<b>JPMorgan U.S. GARP Equity Fund</b>	<b>Shares Outstanding - Class Level</b>	<b>Shares Outstanding - Fund Level</b>
Class A Shares	2,119,439.139	18,438,947.715
Class C Shares	152,589.183	18,438,947.715
Class I Shares	2,106,102.888	18,438,947.715
Class R2 Shares	629,005.798	18,438,947.715
Class R5 Shares	1,948,245.445	18,438,947.715
Class R6 Shares	11,483,565.262	18,438,947.715



## APPENDIX B

### PRINCIPAL SHAREHOLDERS OF THE FUNDS

As of July 31, 2024, the following persons were the owners of more than 5% of the outstanding shares of the following class of shares of the following Funds. Shareholders indicated with an (\*) below are a subsidiary or affiliate of JPMorgan Chase & Co. Persons who beneficially own 25% or more of the outstanding shares of a Fund are presumed to “control” (as that term is defined in the 1940 Act) the Fund. As a result, those persons may have the ability to control the outcome on any matter requiring the approval of shareholders of the Fund.

JPMorgan Growth Advantage Fund		Percentage Held
Class A Shares	EDWARD D JONES & CO	36.18%
	FOR THE BENEFIT OF CUSTOMERS	
	12555 MANCHESTER RD	
	SAINT LOUIS MO 63131-3710	
	J. P. MORGAN SECURITIES LLC*	18.77%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	
Class C Shares	J. P. MORGAN SECURITIES LLC*	27.41%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	
	WELLS FARGO CLEARING SERVICES LLC	14.33%
	SPECIAL CUSTODY ACCT FOR THE	
	EXCLUSIVE BENEFIT OF CUSTOMER	
	2801 MARKET STREET	
	ST LOUIS MO 63103-2523	
	AMERICAN ENTERPRISE INVESTMENT SVC	11.09%
	707 2ND AVE S	
	MINNEAPOLIS MN 55402-2405	
	PERSHING LLC	7.35%
	P.O. BOX 2052	
	JERSEY CITY NJ 07303-2052	

	MORGAN STANLEY SMITH BARNEY LLC FOR THE EXCLUSIVE BENE OF ITS CUST 1 NEW YORK PLZ FL 12 NEW YORK NY 10004-1965	6.54%
	LPL FINANCIAL OMNIBUS CUSTOMER ACCOUNT ATTN MUTUAL FUND TRADING 4707 EXECUTIVE DR SAN DIEGO CA 92121-3091	6.22%
Class I Shares	AMERICAN ENTERPRISE INVESTMENT SVC 707 2ND AVE S MINNEAPOLIS MN 55402-2405	12.89%
	LPL FINANCIAL OMNIBUS CUSTOMER ACCOUNT ATTN MUTUAL FUND TRADING 4707 EXECUTIVE DR SAN DIEGO CA 92121-3091	12.65%
	NATIONAL FINANCIAL SERVICES LLC FOR THE EXCLUSIVE BENEFIT OF OUR CUSTOMERS ATTN MUTUAL FUNDS DEPT 4TH FL 499 WASHINGTON BLVD JERSEY CITY NJ 07310-1995	12.36%
	MORGAN STANLEY SMITH BARNEY LLC FOR THE EXCLUSIVE BENE OF ITS CUST 1 NEW YORK PLZ FL 12 NEW YORK NY 10004-1965	8.27%
	J. P. MORGAN SECURITIES LLC* FOR EXCLUSIVE BENEFIT OF CUSTOMERS 4 CHASE METROTECH CTR BROOKLYN NY 11245-0003	7.74%
	RAYMOND JAMES OMNIBUS FOR MUTUAL FUNDS ATTN COURTNEY WALLER 880 CARILLON PKWY ST PETERSBURG FL 33716-1100	6.64%

	PERSHING LLC	6.59%
	P.O. BOX 2052	
	JERSEY CITY NJ 07303-2052	
	WELLS FARGO CLEARING SERVICES LLC	6.23%
	SPECIAL CUSTODY ACCT FOR THE	
	EXCLUSIVE BENEFIT OF CUSTOMER	
	2801 MARKET STREET	
	ST LOUIS MO 63103-2523	
Class R2 Shares	MEETA SHAH & SUBHASH SHAH TTEE FBO	13.91%
	NEUROLOGY CENTER OF WICHITA 401K PS	
	C/O FASCORE LLC	
	8515 E ORCHARD RD # 2T2	
	GREENWOOD VLG CO 80111-5002	
	CAPITAL BANK & TRUST COMPANY TTEE F	10.73%
	MCHALE LANDSCAPE DESIGN 401K	
	8515 E ORCHARD RD # 2T2	
	GREENWOOD VLG CO 80111-5002	
	ASCENSUS TRUST COMPANY FBO	9.72%
	ACE HARDWARE OF CHATTANOOGA 401(K)	
	PO BOX 10758	
	FARGO ND 58106-0758	
	CAPITAL BANK & TRUST CO TRUSTEE FBO	7.98%
	VESTIL MANUFACTURING CORP RETIREMNT	
	C/O FASCORE LLC	
	8515 E ORCHARD RD # 2T2	
	GREENWOOD VLG CO 80111-5002	
Class R3 Shares	STATE STREET BANK & TRUST AS	33.42%
	TRUSTEE AND/OR CUSTODIAN	
	FBO ADP ACCESS PRODUCT	
	PO BOX 5501	
	BOSTON MA 02206-5501	
	MLPF&S FOR THE SOLE BENEFIT OF	30.34%
	ATTN FUND ADMINISTRATION	
	4800 DEER LAKE DR E FL 3	
	JACKSONVILLE FL 32246-6484	

	STATE STREET BANK CUST	7.97%
	FBO ADP ACCESS LARGE MARKET 401K	
	1 LINCOLN ST	
	BOSTON MA 02111-2901	
	NATIONAL FINANCIAL SERVICES LLC	6.89%
	FIIOC AS AGENT FOR	
	QUALIFIED EMPLOYEE BENEFIT	
	PLANS (401K) FINOPS-IC FUNDS	
	100 MAGELLAN WAY # KW1C	
	COVINGTON KY 41015-1987	
Class R4 Shares	DCGT AS TTEE AND/OR CUST	68.79%
	FBO PLIC VARIOUS RETIREMENT PLANS	
	ATTN NPIO TRADE DESK	
	OMNIBUS	
	711 HIGH ST	
	DES MOINES IA 50392-0001	
	EMPOWER TRUST COMPANY LLC TTEE F	20.43%
	EMPLOYEE BENEFITS CLIENTS 401K	
	8515 E ORCHARD RD # 2T2	
	GREENWOOD VLG CO 80111-5002	
	EMPOWER TRUST FBO	6.47%
	EMPOWER BENEFIT PLANS	
	8515 E ORCHARD RD # 2T2	
	GREENWOOD VLG CO 80111-5002	
Class R5 Shares	NATIONWIDE TRUST COMPANY FSB	28.85%
	C/O IPO PORTFOLIO ACCOUNTING	
	PO BOX 182029	
	COLUMBUS OH 43218-2029	
	MLPF&S FOR THE SOLE BENEFIT OF	24.47%
	ITS CUSTOMERS	
	ATTN FUND ADMINISTRATION	
	4800 DEER LAKE DR E FL 3	
	JACKSONVILLE FL 32246-6484	

	EMPOWER TRUST COMPANY LLC TTEE F RECORDKEEPING FOR LARGE BENEFIT PL 8525 E ORCHARD RD GREENWOOD VLG CO 80111-5002	7.50%
Class R6 Shares	EDWARD D JONES & CO FOR THE BENEFIT OF CUSTOMERS 12555 MANCHESTER RD SAINT LOUIS MO 63131-3710	36.65%
	J. P. MORGAN SECURITIES LLC* FOR EXCLUSIVE BENEFIT OF CUSTOMERS 4 CHASE METROTECH CTR BROOKLYN NY 11245-0003	18.05%
	MAC & CO ATTN MUTUAL FUND OPS PO BOX 3198 525 WILLIAM PENN PLACE PITTSBURGH PA 15230-3198	7.20%

JPMorgan Large Cap Growth Fund		Percentage Held
Class A Shares	EDWARD D JONES & CO	31.46%
	FOR THE BENEFIT OF CUSTOMERS	
	12555 MANCHESTER RD	
	SAINT LOUIS MO 63131-3710	
	J. P. MORGAN SECURITIES LLC*	9.77%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	
	JOHN HANCOCK LIFE INS CO (USA)	7.96%
	ATTN JHRPS TRADING OPS ST6	
	200 BERKELEY STREET	
	BOSTON MA 02116-5022	
	NATIONAL FINANCIAL SERVICES LLC	6.66%
	FOR EXCLUSIVE BENEFIT OF OUR	
	CUSTOMERS	
	499 WASHINGTON BLVD	
	ATTN MUTUAL FUNDS DEPT 4TH FLOOR	
	JERSEY CITY NJ 07310-1995	
	MLPF&S FOR THE SOLE BENEFIT OF	6.61%
	ITS CUSTOMERS	
	ATTN FUND ADMINISTRATION	
	4800 DEER LAKE DR E FL 3	
	JACKSONVILLE FL 32246-6484	
	CHARLES SCHWAB & CO INC	6.57%
	SPECIAL CUSTODY ACCOUNT FOR THE	
	BENEFIT OF CUSTOMERS	
	ATTN: MUTUAL FUNDS	
	211 MAIN ST	
	SAN FRANCISCO CA 94105-1901	
Class C Shares	J. P. MORGAN SECURITIES LLC*	25.99%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	

	WELLS FARGO CLEARING SERVICES LLC SPECIAL CUSTODY ACCT FOR THE EXCLUSIVE BENEFIT OF CUSTOMER 2801 MARKET STREET ST LOUIS MO 63103-2523	16.48%
	MORGAN STANLEY SMITH BARNEY LLC FOR THE EXCLUSIVE BENE OF ITS CUST 1 NEW YORK PLZ FL 12 NEW YORK NY 10004-1965	11.24%
	AMERICAN ENTERPRISE INVESTMENT SVC 707 2ND AVE S MINNEAPOLIS MN 55402-2405	8.44%
	RAYMOND JAMES OMNIBUS FOR MUTUAL FUNDS ATTN COURTNEY WALLER 880 CARILLON PKWY ST PETERSBURG FL 33716-1100	6.98%
	MLPF&S FOR THE SOLE BENEFIT OF ITS CUSTOMERS ATTN FUND ADMINISTRATION 4800 DEER LAKE DR EAST 2ND FL JACKSONVILLE FL 32246-6484	6.40%
Class I Shares	NATIONAL FINANCIAL SERVICES LLC FOR EXCLUSIVE BENEFIT OF OUR CUSTOMERS ATTN MUTUAL FUNDS DEPT 4TH FL 499 WASHINGTON BLVD JERSEY CITY NJ 07310-1995	17.82%
	AMERICAN ENTERPRISE INVESTMENT SVC 707 2ND AVE S MINNEAPOLIS MN 55402-2405	10.34%
	PERSHING LLC P.O. BOX 2052 JERSEY CITY NJ 07303-2052	8.33%

MORGAN STANLEY SMITH BARNEY LLC 8.26%  
FOR THE EXCLUSIVE BENE OF ITS CUST  
1 NEW YORK PLZ FL 12  
NEW YORK NY 10004-1965

MLPF&S FOR THE SOLE BENEFIT OF 8.19%  
ITS CUSTOMERS  
ATTN FUND ADMINISTRATION  
4800 DEER LAKE DR E FL 3  
JACKSONVILLE FL 32246-6484

CHARLES SCHWAB & CO INC 7.73%  
SPECIAL CUSTODY ACCOUNT FOR THE  
BENEFIT OF CUSTOMERS  
ATTN: MUTUAL FUNDS  
211 MAIN ST  
SAN FRANCISCO CA 94105-1901

LPL FINANCIAL 7.09%  
OMNIBUS CUSTOMER ACCOUNT  
ATTN MUTUAL FUND TRADING  
4707 EXECUTIVE DR  
SAN DIEGO CA 92121-3091

UBS WM USA 6.05%  
OMNI ACCOUNT M/F  
SPEC CDY A/C EBOC UBSFSI  
1000 HARBOR BLVD  
WEEHAWKEN NJ 07086-6761

RAYMOND JAMES 5.62%  
OMNIBUS FOR MUTUAL FUNDS  
ATTN COURTNEY WALLER  
880 CARILLON PKWY  
ST PETERSBURG FL 33716-1100

WELLS FARGO CLEARING SERVICES LLC 5.39%  
SPECIAL CUSTODY ACCT FOR THE  
EXCLUSIVE BENEFIT OF CUSTOMER  
2801 MARKET STREET  
ST LOUIS MO 63103-2523



	J. P. MORGAN SECURITIES LLC*	5.04%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	
Class R2 Shares	HARTFORD LIFE INSURANCE COMPANY	12.00%
	SEPARATE ACCOUNT	
	ATTN UIT OPERATIONS	
	PO BOX 2999	
	HARTFORD CT 06104-2999	
	MASSACHUSETTS MUTUAL LIFE INSURANCE	9.16%
	1295 STATE STREET	
	SPRINGFIELD MA 01111-0001	
	DCGT TRUSTEE & OR CUSTODIAN	7.30%
	FBO PLIC VARIOUS RETIREMENT PLANS	
	OMNIBUS	
	ATTN NPIO TRADE DESK	
	711 HIGH ST	
	DES MOINES IA 50392-0001	
Class R3 Shares	MLPF&S FOR THE SOLE BENEFIT OF	19.34%
	ITS CUSTOMERS	
	ATTN FUND ADMINISTRATION	
	4800 DEER LAKE DR E FL 3	
	JACKSONVILLE FL 32246-6484	
	NATIONAL FINANCIAL SERVICES LLC	15.21%
	AMERITAS LIFE INSURANCE CORP	
	FBO SEPARATE ACCOUNT G	
	ATTN SEPARATE ACCOUNT UNIT	
	5900 O ST	
	LINCOLN NE 68510-2234	
	EMPOWER TRUST COMPANY LLC TTEE F	7.52%
	EMPLOYEE BENEFITS CLIENTS 401K	
	8515 E ORCHARD RD # 2T2	
	GREENWOOD VLG CO 80111-5002	

	NATIONAL FINANCIAL SERVICES LLC	5.04%
	AMERITAS LIFE INSURANCE CORP	
	ATTN SEPARATE ACCOUNT UNIT	
	5900 O ST	
	LINCOLN NE 68510-2234	
Class R4 Shares	JOHN HANCOCK TRUST COMPANY LLC	11.32%
	200 BERKELEY ST STE 7	
	BOSTON MA 02116-5038	
	CHARLES SCHWAB & CO INC	10.42%
	SPECIAL CUSTODY ACCOUNT FOR	
	BENEFIT OF CUSTOMERS	
	ATTN: MUTUAL FUNDS	
	211 MAIN ST	
	SAN FRANCISCO CA 94105-1901	
	MASSACHUSETTS MUTUAL LIFE INSURANCE	8.34%
	1295 STATE STREET	
	SPRINGFIELD MA 01111-0001	
	NATIONAL FINANCIAL SERVICES LLC	7.08%
	FIIOC AS AGENT FOR	
	QUALIFIED EMPLOYEE BENEFIT	
	PLANS (401K) FINOPS-IC FUNDS	
	100 MAGELLAN WAY # KW1C	
	COVINGTON KY 41015-1987	
	VOYA INSTITUTIONAL TRUST COMPANY AS	6.34%
	TRUSTEE OR CUSTODIAN FOR CORE MARKE	
	T RETIREMENT PLANS	
	30 BRAINTREE HILL OFFICE PARK	
	BRAINTREE MA 02184-8747	
	EMPOWER TRUST FBO	5.72%
	EMPOWER BENEFIT PLANS	
	8515 E ORCHARD RD 2T2	
	GREENWOOD VILLAGE CO 80111-5002	

	CITY OF ARLINGTON (K)	5.17%
	C/O MISSIONSQUARE RETIREMENT	
	101 S. MESQUITE ST	
	SUITE 790	
	ARLINGTON TX 76010-1117	
Class R5 Shares	NATIONAL FINANCIAL SERVICES LLC	19.81%
	499 WASHINGTON BLVD	
	JERSEY CITY NJ 07310-1995	
	EMPOWER TRUST FBO	18.35%
	DISCOUNT TIRE AMERICAS TIRE RETIREM	
	PLAN	
	8515 E ORCHARD RD 2T2	
	GREENWOOD VILLAGE CO 80111-5002	
	AIG RETPLAN SERVICES COMPANY	6.77%
	FBO VTC CUST TTEE FBO	
	CENTRAL GA RETIRE SAV	
	2929 ALLEN PKWY STE A6-20	
	HOUSTON TX 77019-2155	
	NATIONAL FINANCIAL SERVICES LLC	5.49%
	AAAA BENEFITS INC	
	307 W TREMONT AVE STE 200	
	CHARLOTTE NC 28203-4902	
Class R6 Shares	NATIONAL FINANCIAL SERVICES LLC	21.89%
	499 WASHINGTON BLVD	
	JERSEY CITY NJ 07310-1995	
	EDWARD D JONES & CO	8.92%
	FOR THE BENEFIT OF CUSTOMERS	
	12555 MANCHESTER RD	
	SAINT LOUIS MO 63131-3710	
	CHARLES SCHWAB & CO INC	6.13%
	SPECIAL CUSTODY ACCOUNT FOR	
	BENEFIT OF CUSTOMERS	
	ATTN MUTUAL FUNDS	
	211 MAIN ST	
	SAN FRANCISCO CA 94105-1901	

DCGT TRUSTEE & OR CUSTODIAN	5.80%
FBO PLIC VARIOUS RETIREMENT PLANS	
OMNIBUS	
ATTN NPIO TRADE DESK	
711 HIGH ST	
DES MOINES IA 50392-0001	

JPMorgan U.S. GARP Equity Fund		Percentage Held
Class A Shares	MLPF&S FOR THE SOLE BENEFIT OF ITS CUSTOMERS ATTN FUND ADMINISTRATION 4800 DEER LAKE DR E FL 3 JACKSONVILLE FL 32246-6484	23.74%
	J. P. MORGAN SECURITIES LLC* FOR EXCLUSIVE BENEFIT OF CUSTOMERS 4 CHASE METROTECH CTR BROOKLYN NY 11245-0003	13.53%
	NATIONAL FINANCIAL SERVICES LLC FOR EXCLUSIVE BENEFIT OF OUR CUSTOMERS 499 WASHINGTON BLVD ATTN MUTUAL FUNDS DEPT 4TH FLOOR JERSEY CITY NJ 07310-1995	11.71%
	WELLS FARGO CLEARING SERVICES LLC SPECIAL CUSTODY ACCT FOR THE EXCLUSIVE BENEFIT OF CUSTOMER 2801 MARKET STREET ST LOUIS MO 63103-2523	9.36%
	EDWARD D JONES & CO FOR THE BENEFIT OF CUSTOMERS 12555 MANCHESTER RD SAINT LOUIS MO 63131-3710	6.82%
Class C Shares	WELLS FARGO CLEARING SERVICES LLC SPECIAL CUSTODY ACCT FOR THE EXCLUSIVE BENEFIT OF CUSTOMER 2801 MARKET STREET ST LOUIS MO 63103-2523	28.31%
	PERSHING LLC P.O. BOX 2052 JERSEY CITY NJ 07303-2052	9.87%

	RAYMOND JAMES	9.18%
	OMNIBUS FOR MUTUAL FUNDS	
	ATTN COURTNEY WALLER	
	880 CARILLON PKWY	
	ST PETERSBURG FL 33716-1100	
	MLPF&S FOR THE SOLE BENEFIT OF	7.38%
	ITS CUSTOMERS	
	ATTN FUND ADMINISTRATION	
	4800 DEER LAKE DR E FL 3	
	JACKSONVILLE FL 32246-6484	
	J. P. MORGAN SECURITIES LLC*	6.59%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	
	NATIONAL FINANCIAL SERVICES LLC	6.49%
	FOR EXCLUSIVE BENEFIT OF OUR	
	CUSTOMERS	
	499 WASHINGTON BLVD	
	ATTN MUTUAL FUNDS DEPT 4TH FLOOR	
	JERSEY CITY NJ 07310-1995	
	LPL FINANCIAL	5.55%
	OMNIBUS CUSTOMER ACCOUNT	
	ATTN MUTUAL FUND TRADING	
	4707 EXECUTIVE DR	
	SAN DIEGO CA 92121-3091	
Class I Shares	PERSHING LLC	22.54%
	P.O. BOX 2052	
	JERSEY CITY NJ 07303-2052	
	MLPF&S FOR THE SOLE BENEFIT OF	14.49%
	ITS CUSTOMERS	
	ATTN FUND ADMINISTRATION	
	4800 DEER LAKE DR E FL 3	
	JACKSONVILLE FL 32246-6484	

	LPL FINANCIAL	12.49%
	OMNIBUS CUSTOMER ACCOUNT	
	ATTN MUTUAL FUND TRADING	
	4707 EXECUTIVE DR	
	SAN DIEGO CA 92121-3091	
	NATIONAL FINANCIAL SERVICES LLC	9.87%
	FOR THE EXCLUSIVE BENEFIT OF OUR	
	CUSTOMERS	
	ATTN MUTUAL FUNDS DEPT 4TH FL	
	499 WASHINGTON BLVD	
	JERSEY CITY NJ 07310-1995	
	J. P. MORGAN SECURITIES LLC*	8.00%
	FOR EXCLUSIVE BENEFIT OF CUSTOMERS	
	4 CHASE METROTECH CTR	
	BROOKLYN NY 11245-0003	
	WELLS FARGO CLEARING SERVICES LLC	6.39%
	SPECIAL CUSTODY ACCT FOR THE	
	EXCLUSIVE BENEFIT OF CUSTOMER	
	2801 MARKET STREET	
	ST LOUIS MO 63103-2523	
	CHARLES SCHWAB & CO INC	6.36%
	SPECIAL CUSTODY ACCOUNT FOR	
	BENEFIT OF CUSTOMERS	
	ATTN: MUTUAL FUNDS	
	211 MAIN ST	
	SAN FRANCISCO CA 94105-1901	
Class R2 Shares	STATE STREET BANK & TRUST AS	7.44%
	TRUSTEE AND/OR CUSTODIAN	
	FBO ADP ACCESS PRODUCT	
	PO BOX 5501	
	BOSTON MA 02206-5501	
Class R5 Shares	EMPOWER TRUST FBO	81.37%
	PEARSON RETIREMENT PLAN 401K	
	8525 E ORCHARD RD	
	GREENWOOD VLG CO 80111-5002	

	NATIONWIDE TRUST COMPANY FSB	8.00%
	C/O IPO PORTFOLIO ACCOUNTING	
	PO BOX 182029	
	COLUMBUS OH 43218-2029	
Class R6 Shares	JPMIM AS AGENT FOR*	30.45%
	JPMORGAN INVESTOR GROWTH FUND	
	ATTN CLIENT SERVICES	
	500 STANTON CHRISTIANA RD DE3-3650	
	NEWARK DE 19713-2105	
	JPMIM AS AGENT FOR*	21.67%
	JPMORGAN INVESTOR BALANCED FUND	
	ATTN CLIENT SERVICES	
	500 STANTON CHRISTIANA RD DE3-3650	
	NEWARK DE 19713-2105	
	JPMIM AS AGENT FOR*	17.66%
	JPMORGAN INVESTOR GROWTH AND INCOME	
	ATTN CLIENT SERVICES	
	500 STANTON CHRISTIANA RD DE3-3650	
	NEWARK DE 19713-2105	
	JPMIM AS AGENT FOR*	10.07%
	JPMORGAN INVESTOR CONSERVATIVE	
	GROWTH FUND	
	ATTN CLIENT SERVICES	
	500 STANTON CHRISTIANA RD DE3-3650	
	NEWARK DE 19713-2105	
	NATIONAL FINANCIAL SERVICES LLC	6.97%
	499 WASHINGTON BLVD	
	JERSEY CITY NJ 07310-1995	



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THE BOARD OF TRUSTEES OF THE  
COLLEGE SAVINGS PLANS OF NEVADA

**Agenda Item 17**  
**September 27, 2024**

**Item: Proposal to amend the Victory Capital contract, and direct staff as appropriate.**

**Summary:**

During the June 26, 2024 Board Meeting, the Board directed staff to work with Victory Capital, Ascensus, AKF Consulting, and Meketa to identify a potential solution to contractual issues as a result of the expiration of the USAA Licensing Agreement and the Victory Capital contract expiring on December 31, 2024.

Staff has had several meetings with the parties since the June Board meeting and visited Victory Capital for an on-site due diligence meeting in July 2024. Following these discussions, staff recommends the Board extend the current Victory Capital contract, given the Plan's unique focus on current and past members of the military and Victory's commitment to the Plan's continued growth and success. If approved, a contractual amendment will be provided to the Board at a subsequent meeting with specific plan changes and enhancements for the Board's review, input, and possible approval.

**Staff recommended motion:**

**Move to direct Staff to work with Victory Capital, Ascensus, AKF Consulting, and Meketa to extend the existing Victory Capital contract currently set to expire on December 31, 2024.**

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# State of Nevada & Victory Capital Contract Renewal

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Victory Capital greatly appreciates the confidence you placed in us five years ago.

We take this responsibility very seriously and hope to continue this important relationship for many years to come.

Victory Capital's commitment to serving the military community is core to our business and extends well beyond the 529 Plan.



# Contract Extension Proposal

Key Terms of the Agreement	Proposal
Contract Term	Victory proposes an extension to 12/31/2031 to align with the Ascensus Program Management Agreement
Management Fee Paid by Clients	Victory will include a path to further reduce the Program Management Fee paid by investors
Fee to the State	Victory proposes to maintain the current calculation methodology for the State Fee
Plan Rebranding	The Plan will be rebranded Victory Capital 529 Education Savings Plan by 5/26/2025
Additional Considerations	<ul style="list-style-type: none"><li>• Victory Capital will maintain its commitment to serve the military community</li><li>• Victory Capital will explore lower cost investment options when and where appropriate</li><li>• Victory Capital will continue its collaboration with the State's marketing team and agencies to support the State's marketing goals</li></ul>

Victory Capital began transitioning the brand last year with great success

**2019**

Victory Capital completes the acquisition of USAA Asset Management Company, including USAA’s Mutual Funds, USAA Investments Franchise, and its 529 College Savings Plan.

**2023**

Victory Capital and USAA determined it was in our clients’ best interest to eliminate any confusion stemming from co-branding.

In April 2023, Victory Capital completed the first phase of these efforts by rebranding the USAA Investments Franchise to Victory Income Investors and the USAA Mutual Funds to Victory Funds. This was executed with great success and no disruption to the business.

**2025**

Victory Capital seeks to rebrand the USAA 529 Education Savings Plan to the Victory Capital 529 Education Savings Plan.

**2023 Completed Rebranding:**



**2025 Rebranding Initiative:**



**Victory Capital 529 Education Savings Plan\***

\*Victory Capital will develop a new logo design with input from the State.



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## Victory Capital's Commitment to the U.S. Military

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> Helping current and former service members and their families achieve financial success is core to Victory Capital's business and extends well beyond the 529 Plan.



> Nearly 100% of our individual investors have a military affiliation. Over 170k of those individuals are 529 Plan Account Owners.



# Distinguished Valor Matching Grant Program

## Overview

- Partnership between the Nevada State Treasurer, the Nevada College Savings Board of Trustees and Victory Capital.
- The purpose of the DVM Grant is to help alleviate the burden of the rising costs of education for our U.S. military, their families and loved ones.
- Between January 2020 and January 2024, the DVM Grant has awarded nearly \$100,000 to eligible recipients.
- In 2023, the DVM Grant’s eligibility requirements were expanded to include more Nevada residents.

## Awareness and Promotions

- Active promotions of the DVM Grant, including the eligibility expansion, continue in an effort to reach more military families in Nevada.
  - Email Communications
  - Media and Press Releases
  - Organic and Paid Social Media
  - Collaborative Communication with the State
  - Paid Digital Advertisements
  - Annual Email Communications



# Military Community Engagements in Nevada


## Overview

- Victory Capital participates in conferences and events in Nevada to champion financial literacy for the military community.
  - Provide resources and education
  - Conduct consultations
  - Share education savings options for the military

## Recent Engagements


- Nellis Frost Fest – Nellis Air Force Base, NV
- National Guard Association of the United States (NGAUS) Conference – Reno, NV
- Women Marines Association (WMA) Convention – Las Vegas, NV






### Are your education savings on track?

Find out with a complimentary consultation.



Simply click on this QR code, enter your information and a Victory Capital investment specialist will contact you.





# Military Community Engagements (continued)

## Overview

- Victory Capital's commitment to the military is part of our Corporate Pillars of Giving.
- As such, our efforts also extend beyond Nevada to actively support the financial education and readiness of the military community on a broader corporate level.
  - Events and conferences
  - Employee volunteer opportunities
  - Partnerships

## Recent Engagements

- Victory Capital Half Court Heroes
  - Victory Capital Half Court Heroes is a fun and exciting way to honor local heroes, including pre-selected military members and Veterans, by giving them the opportunity to win \$10,000 during select San Antonio Spurs games.
- Back-to-School Supply Drives for Military Children
- Packing art kits and backpacks for military families

### Airman Louis-Jean wins \$10,000 from Victory Capital







# Fostering Military in Our Company Culture

## Overview

- Through hiring, employee engagements, internal events, education opportunities and more, Victory Capital further deepens its commitment to the military.

## Employee Engagements

- Military Employee Resource Group: *Victory Vets* fosters a Veteran/Military-friendly environment at work.
- Victorious Veterans: Internal events featuring decorated Veterans including Vice Admiral (Retired) Mary M. Jackson, Lieutenant General Robert S. Walsh, Captain Nick Black and other honorable heroes.
- Corporate Celebrations and Recognition: Month of the Military Child, Military Appreciation Month and more.

## Military at Victory Capital

- Proudly headquartered in Military City, USA (San Antonio, TX)
- Military representation: Vice Admiral (Retired) Mary M. Jackson serves as a member of the Victory Capital Holdings Board and Lieutenant General (Retired) Richard Y. Newton III serves on the Board of Trustees of Victory Portfolios III
- Recruit transitioning service members, Veterans and military spouses
- Participate in local military career fairs
- External corporate communications and awareness

