

Kate Marshall
State Treasurer



Steve George
Chief of Staff

Mark Mathers
Chief Deputy Treasurer

STATE OF NEVADA
OFFICE OF THE STATE TREASURER

NEVADA COLLEGE KICK START SAVINGS PROGRAM
MEMORANDUM OF UNDERSTANDING
Private Donors with Treasurer's Office

In February 2013, The Board of Trustees of the College Savings Plans of Nevada established the *Nevada College Kick Start Program* to increase college savings and thereby the number of Nevadans attending and graduating from an institution of higher learning.

The purpose of this Memorandum of Understanding (MOU) is to solidify in written agreement the parameters and responsibilities between the Nevada State Treasurer's Office and private donors in relation to contributions made to the *Nevada College Kick Start Program* (hereinafter referred to as the "Program").

This MOU is made this ____ day of ____ by and among _____ (hereinafter referred to as the "the Donor"), and the Board of Trustees of the College Savings Plans of Nevada by and through its designee, the Nevada State Treasurer (hereinafter referred to as the "Board").

Section 1

Program Description

The *Nevada College Kick Start Program* will use a portion of program manager fees, not taxpayer dollars, to open an SSgA Upromise 529 Plan account with an initial deposit of \$50 for all 2013-2014 kindergarten students attending a school in the designated Program area. Funding will be held in a Master Account, with the Board as the account owner. The Master Account will be managed by Upromise Investments Inc., the program manager for the College Savings Plans of Nevada Program.

The accounts will be established automatically based on information supplied by the schools to the Treasurer's Office, including the child's name and school district ID number. Withdrawals from the Master Account can only be made for Internal Revenue Code qualified higher education related expenses when the child is entering college

Philanthropic and corporate foundations, community organizations, local businesses, and individuals providing funds as part of a Community Support Grant to be used to enhance individual accounts held within the Master Account will be kept within the Master Account managed by the Treasurer's Office through Upromise Investment Inc., thus ensuring those funds will not be used for any other purpose other than to meet qualified higher education expenses when the child enrolls and is attending an eligible institution.

CARSON CITY OFFICE
State Treasurer
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
SSgA Upromise 529 Plan

LAS VEGAS OFFICE
555 E. Washington Avenue, Suite 4600
Las Vegas, Nevada 89101-1074
(702) 486-2025 Telephone
(702) 486-3246 Fax

Section 2

Term and Governing Principles

The **Board** has approved the creation of a Master Account under the Board's name within the Nevada College Savings Trust Fund for the purpose of providing Program seed funding in the form of an initial deposit of \$50 to open an SSgA Upromise 529 Plan college savings account for entering kindergarten children in Nevada's public schools.

Pursuant to Nevada Revised Statutes 353B.360, "The State Treasurer may accept and expend on behalf of the (Nevada College Savings) Trust Fund money provided by private entities (Donors) for direct expenses and marketing." NRS 353B.350 (5) (c) states, "(money in the Endowment Account may be used) in any other manner which assists the residents of this state to attain postsecondary education."

The Donor and the Board hereby agree as follows:

1. Donor Commitment. The Donor hereby pledges to the Board the sum of _____ dollars (\$ _____), which, as provided herein, is designated for the benefit of the Program.
2. Purpose. It is understood and agreed that donations made to the Trust Fund for use in the Program will be held within the Treasurer's Office Master Account contained in the Endowment Account to support the Program as a whole or to enhance specifically identified accounts, as may be outlined in this MOU.

Recognition by the Board. To honor the Donor and to express the appreciation of the Board, publicity in the form of news announcements, both internal and external, will be made with the permission of the Donor. A Certificate of Recognition as a Community Support Partner will be provided to all Donors. Further, donations exceeding "\$X" will receive special recognition on the Program web page and on specified collateral material, as well as a non-exclusive license during the Term of this MOU to use the Program logo.

The Donor shall also be recognized in the Program's Annual Report

3. Term. This MOU shall be effective from the date of authorized signature by both parties through June 1, 2014, unless the MOU is terminated earlier by either party for any reason. This MOU is contingent upon the approved continuation of funding by the Board and the State Legislature.
4. Use of Logo. Notwithstanding paragraph 3, use of the Logo by Donor is prohibited unless expressly approved by the Board acting through its designee, the State Treasurer's Office. A written notice of approval will be provided to the Donor outlining the approved use of the Logo. Donor acknowledges that ownership of all right, title, and interest in the Logo remains vested with the Board. The Board acknowledges that ownership of all rights, title, and interest in any promotional material of Donor which incorporates the Logo remains vested with the Donor.

The Donor agrees to provide the Board with samples of all advertising or promotional material bearing the Program's Logo for Board approval before use. The Board may, at its discretion, provide or refuse approval provided that Board approval is not unreasonably withheld. If the Board refuses approval, the Board may direct Donor not to use advertising or promotional material. Board approval is deemed to have been given if the Board, acting through its designee, the State Treasurer's Office, fails to provide any response to Donor with seven (7) days of providing its written request for approval.

Section 3

General Provisions Relating to Donations from Private, Corporate, or Nonprofit Organizations

In accordance with 26 USC 170, a gift or contribution made to the Trust Fund on behalf of the Program may be tax deductible (consultation with a tax professional is recommended). The State Treasurer's Office will issue a year-end letter to all Donors outlining the amount and intended use of a donation made to the Program.

- 1) Donations must be received by the Treasurer's Office by no later than (WHAT DATE?) to be used to fund individual accounts for that school year. Donations designated as matching fund support may be accepted at any time and will be divided amongst eligible Program participants as designated by the Donor in the Master Account contained within the Endowment Account.
- 2) Donations may be earmarked by the donor for a specific school(s), a specific school district(s), or for the benefit of the Program as a whole. Donations earmarked for specific students in a particular area will not be accepted.
- 3) Private donations will be held within the Treasurer's Office Master Account for the benefit of an eligible student. In accordance with Internal Revenue Code section 529, funding from the Master Account will not be released until a student requests the funds for qualified higher education expenses at an eligible institution; thereby ensuring the funds cannot be withdrawn prior to high school graduation and enrollment in an eligible institution of higher learning. Student participants and their families will receive quarterly statements which will show, in addition to any earnings on the account, any donations made during the period (statements will not identify specific Donors).
- 4) At the conclusion of each fiscal year (July 1 through June 30), the Treasurer's Office will publish a Program Annual Report, which will highlight all revenues and expenditures, the number of participating students whose families opened a separate SSgA Upromise 529 Plan college savings account, and public outreach and education activities on behalf of the Program. Donors shall be recognized in the Annual Report (unless otherwise wishing to remain anonymous). The Annual Report will serve as the only report available to private Donors.
- 5) Funds provided to a kindergarten student's account that remain unused after the beneficiary reaches the age of 25 will be returned to the Program's Master Account to be used for the benefit of another participant. Unused funds and any associated earnings will not be returned to the donor.

Section 4

Roles and Responsibilities of the Nevada State Treasurer's Office

- 1) Establish, fund, and maintain each Program account with an initial deposit of \$50 or other amount as determined by available budget, as well as any donations made by private Donors.
- 2) Maintain the confidentiality of all student information provided to the Treasurer's Office. All student information shall be treated as confidential in conformity with the Family Educational Rights and Privacy Act and will not be released to any other parties. Student information will only be used for purposes related to the Program.
- 3) Create and supply collateral advertising and information materials, which Donors may use to help advertise the Program. Collateral materials may include brochures, fliers, postcards, posters, or any other items deemed appropriate.
- 4) Create and maintain a dedicated Program web page.

- 5) Communicate with the parents of enrolled Program participants about their child's account status and the benefits of saving for future higher education needs through emails and regular mail, including the delivery of quarterly statements.

Section 5

Contact Information

The Deputy Treasurer for College Savings will serve as the contact point for the Treasurer's Office and the Board:

State Treasurer's Office
College Savings Plans
Grant Sawyer Building
555 E. Washington Avenue, Suite 4600
Las Vegas, NV 89101
(702) 486-2025
FAX (702) 486-3246
collegesavings@nevadatreasurer.gov

Section 6

Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of Nevada. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

The parties below agree to abide by the Roles and Responsibilities as outlined in this MOU:

NAME OF DONOR _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE _____

SIGNATURE _____

DATE _____

BOARD OF TRUSTEES FOR THE COLLEGE SAVINGS PLANS OF NEVADA

_____ DATE _____

Kate Marshall
Nevada State Treasurer
Chair, College Savings Plans of Nevada Board of Directors

ADDENDUM I

The __ (name of sponsor) _ hereby requests that donations supplied to the Program by our business/organization/nonprofit group will be used exclusively for the benefit of kindergarten children attending the following specific schools/all kindergarten children within the BLANK School District/across the state.