Texas Guaranteed Tuition Plan

TEXAS PREPAID HIGHER EDUCATION TUITION BOARD

P.O. Box 13407
Austin, Texas 78711-3407

1.800.445.GRAD (4723), Option 2
FAX: 512.475.0081
texas.tomorrow@cpa.texas.gov
www.tgtp.org

CONGRATULATIONS!!

Our records indicate that the beneficiary of your account is projected to graduate from high school this year based on your application form. The purchaser and beneficiary have probably been planning for college and may be thinking about how to pay for college expenses. Fortunately, you purchased a *Texas Guaranteed Tuition Plan* (Plan) contract for the beneficiary that will help pay those costs.

A *First Time in College* packet that includes a Student Handbook and an *Intent to Enroll* form is available on our website. Plan identification (ID) cards were mailed to your account beneficiary separately. The handbook explains the procedure for using and determining your benefits.

To use these benefits, the beneficiary of your account must notify the college or university that he or she plans to use your contract each time the beneficiary registers for a semester or term, including summer terms. Once informed that the beneficiary will use the account, a Texas college or university should credit the beneficiary's account with the amount the Plan will pay, and the school will invoice the Plan **after the deadline for adding or dropping classes**. Please be aware that we only pay tuition and schoolwide required fees* for the hours the beneficiary is enrolled in at the time of billing, up to the maximum hours available on your contract. You or the beneficiary may be required to pay fees that are not schoolwide required fees and are not covered by the Plan, such as lab or advisor fees or fees related to the beneficiary's major. You or the beneficiary will also be responsible for paying the college or university any course-specific fees or costs associated with dropped classes or above the hours available on your contract. Your contract must be paid in full, including any late fees, before any benefits can be paid by the Plan.

The beneficiary should present his or her Plan ID card to the school upon enrollment. If the beneficiary attends an out-of-state college or university, the accompanying *Intent to Enroll* form should be submitted to our office at least 60 days in advance of his or her enrollment. **It is not necessary to complete the Intent to Enroll form if the beneficiary will be attending a Texas college or university.**

We encourage you to set up online access to your account. This will allow you and the beneficiary to maintain current contact information for the account, download enrollment verification letters, track account balances and view distributions to the beneficiary's college or university. You can also call our office at 1-800-445-GRAD (4723), Option 2, to request additional information.

Congratulations to you and the beneficiary on the completion of one of life's milestones. Our staff looks forward to assisting you both in using your Plan benefits.

Sincerely,

Matriculation Department
Texas Guaranteed Tuition Plan

***Schoolwide required fees are only those fees that must be paid as a condition of enrollment by ALL students attending an institution, regardless of year, major or program of study.**

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INTENT TO ENROLL IN AN OUT-OF-STATE COLLEGE OR UNIVERSITY

If you plan to attend an ***out-of-state*** college or university, 60 days prior to your enrollment, please return this form to our office at P.O. Box 13407, Austin, TX 78711-3407.

It is the beneficiary's (student's) responsibility to notify the college or university of his or her intent to use the *Texas Guaranteed Tuition Plan* each semester. Failure to do so could result in the college or university dropping the beneficiary (student) from classes.

Beneficiary's (Student's) name	Purchaser's phone number
Purchaser	Current joint purchaser (if applicable)
TGTP account number	

☐ I intend to enroll in an out-of-state college or university.

Beginning in the:
(Check the corresponding semester and indicate the academic year)

☐ Fall
☐ Spring
☐ Summer

Year: _____

COMPLETE CONTACT INFORMATION FOR OUT-OF-STATE COLLEGE OR UNIVERSITY, IF KNOWN.

Name of college or university (Required) :	
Billing contact	Email Address
Address	
Phone number	
Fax number	

STATE INFORMATION NOTICE UNDER CHAPTER 559, GOVERNMENT CODE – With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 552.021 and 552.023 of the Government Code, you are entitled to receive and review the information. Under Section 559.004 of the Government Code, you are entitled to have us correct any information about you that is in our possession and that is incorrect. If at any time you are concerned that your personal information held by us is incorrect and you are unsure as to how to correct or update it, please contact us at 1-800-445-GRAD (4723), option 2.

2026 Student Handbook

Texas Guaranteed Tuition Plan



Texas Guaranteed Tuition Plan

CONGRATULATIONS!

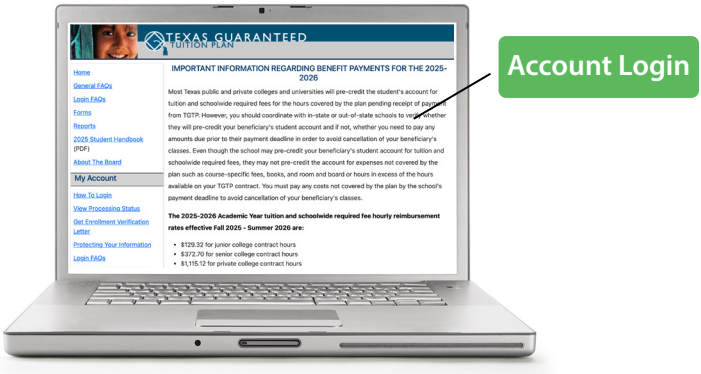
Our records indicate that 2026 is your projected high school graduation year based on the contract enrollment application. For some time now you've probably been thinking about college. College is a wonderful stage in life, but it can be expensive. Because you are a beneficiary of the *Texas Guaranteed Tuition (Plan)*, a prepaid tuition plan also known as the *Texas Tomorrow Fund®*, some or all of your college tuition and schoolwide required fees have been prepaid. Now you can concentrate on more important concerns, such as getting ready for college.

This handbook will help you better understand the *Plan*, and how you can get the maximum benefit from the prepaid tuition contract. It answers many common questions we receive from students just like you. We recommend you read the handbook carefully and keep it handy. We also recommend that you share the information in the handbook with the purchaser(s) of the contract. If you have any questions, please call us at:

800-445-GRAD (4723), Option 2

You can access your account information, *Plan* forms and other contract information on our website:

www.tgtp.org



Again, congratulations on reaching this milestone in your academic career. We wish you much success in college and beyond.



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GENERAL INFORMATION

The *Texas Guaranteed Tuition Plan (Plan)* is a qualified tuition program administered by the Texas Prepaid Higher Education Tuition Board (Board). While the *Plan* is now closed to new enrollment, a second prepaid tuition plan, the *Texas Tuition Promise Fund*® is open to new enrollment from September 1 to the end of February each year (newborns can be enrolled through July 31 each year). The Board also oversees the direct-sold *Texas College Savings Plan*® and the advisor-sold *LoneStar 529 Plan*®, Internal Revenue Code Section 529 college savings plans open to new enrollment year-round that can be used to pay for tuition and fees, room and board, books, computers, and other qualified educational expenses not covered by the *Plan* or the *Texas Tuition Promise Fund*.

Your *Plan* benefits can be used to pay your tuition and schoolwide required fees at eligible colleges and universities until the contract benefits are depleted. The *Plan* can pay directly to all accredited in-state and out-of-state public and private junior/community colleges and senior colleges and universities that participate in the U.S. Department of Education federal financial aid programs. To view participating schools, use the school code search function at **https://studentaid.gov/fafsa-apply/colleges**. You can use the same school code search function to find out-of-country institutions that are Title IV (eligible to accept U.S. federal financial aid and have completed necessary documents to have their curriculum approved through the U.S. Department of Education). The *Plan* can also pay career schools that both participate in the U.S. Department of Education federal financial aid programs and offer a two-year associate degree approved by the Texas Higher Education Coordinating Board (THECB). To search for career schools that have a THECB-approved two-year associate degree, visit **https://apps.highered.texas.gov/**, select "Program Inventory", then " Degree Program Search", then select "For Profit Colleges & Universities Authorized by Certificate," then select "Associates" as the degree level. To view a listing of all accredited public and private colleges and universities in Texas visit **www.txhighereddata.org/Interactive/Institutions.cfm**.

Schoolwide required fees are only those fees that must be paid as a condition of enrollment by all students attending an institution, regardless of year, major or program of study. Please note: The *Plan* does not cover course-specific fees, deposits or optional fees such as advisor, lab or graduate fees. It also does not cover room and board, computers, books, transportation or other incidental expenses.

The terms "required fees" and "schoolwide required fees" have the same meaning throughout this booklet and may be used interchangeably.



The *Texas Guaranteed Tuition Plan* pays for your undergraduate tuition and schoolwide required fees at eligible colleges and universities for each academic term, including summer terms, in which you are enrolled until your benefits are depleted or the contract expires. See the "Using the Plan for Graduate or Professional Degrees" section for information on using the plan for a graduate or professional degree.

The terms "purchaser," "purchasers," "purchaser or joint purchaser" or "purchaser(s)" have the same meaning throughout this booklet and include both the purchaser and any joint purchaser on the contract.

The term "senior college" refers to Texas public four-year colleges and universities.

The term "junior college" refers to Texas public two-year colleges, often called community colleges.

The *Plan* has four different contract types that were sold in increments of one year or 30 to 32 credit hours, depending on the contract type and the year in which the contract was purchased. The information below provides details on each type of contract:

- **Junior College:** up to 64 credit hours.
- **Junior-Senior College:** up to 64 credit hours for junior college and up to 64 credit hours for senior public college, for a total of 128 credit hours.

- **Senior College:** up to 160 credit hours. Note: The Senior College hourly reimbursement rate is based on the **weighted average amount** of tuition and schoolwide required fees for all Texas senior colleges and universities.
- **Private College:** up to 160 credit hours. Note: The Private College hourly reimbursement rate is based on the **estimated average cost of tuition and schoolwide required fees** for all Texas private colleges and universities.

Note: No dollar value is placed on a contract. All contracts are measured by credit hours. We estimate one year of college as the equivalent of 32 credit hours. Though the *Plan* does not stipulate a minimum or maximum hour usage per term, the contract ends when the total number of credit hours purchased through the contract have been used or the contract expires. Contract benefits may be limited by fee terms. For more information, please see the "Fee Terms" section in this handbook.

CONTRACT HOURS AND FEE TERMS

Years Purchased Regardless of Plan Type	Hours	Fee Terms*	1996 Contracts**
5 Years of College	160	10	NA
4 Years of College	128	8	120
Junior/Senior 2+2	64/64	8	64/60
3 Years of College	96	6	90
2 Years of College	64	4	60
1 Year of College	32	2	30

* *Fee Terms have no value without corresponding hours.*
** *Does not include additional hours purchased. Additional hours were sold for 1996 contracts in 2-hour increments up to 8 hours.*



Present your ID card to the billing office every semester (or every academic term) unless the college gives you other instructions.

HOW DOES IT WORK?

When you register at a college or university, **you must notify the school's billing office** that you have a *Texas Guaranteed Tuition Plan* contract. An identification card (ID card) showing you are a beneficiary of the *Plan* was mailed to you at the address on file. Just as your school needs to know from semester to semester if you will be paying with a check or credit card, it also needs to know each semester if you will be using the *Plan* as a form of payment. **We send payments for tuition and schoolwide required fees directly to institutions of higher education or career schools and cannot reimburse purchasers for payments they advance to the institution.** Purchasers making advance payments to the school for hours that will be paid by the *Plan* will have to work directly with the school to obtain any refund of those payments.

It is always best to make sure your school knows to **invoice** the *Plan* to determine if the full amount due each semester will be covered by the contract. Present your ID card to the billing office every semester (or every academic term) unless the college or university gives you other instructions. You received two ID cards. Keep the cards in a secure location and make an extra copy for your records in case the originals are misplaced. If you need a replacement, please call the *Plan* at 800-445-GRAD (4723), Option 2. You can also print an enrollment verification letter from our website when you access your account online.



Each January, the purchaser of your contract will receive a statement listing distributions made by the *Texas Guaranteed Tuition Plan* on your behalf.

If you decide not to use the contract for any given semester, tell the billing office at the institution you attend. You have **10 years** from your projected high school graduation date as determined from the enrollment application to use the hours purchased in the *Plan* or any unused hours will expire, and the contract will automatically terminate. **No earnings are paid on contracts that expire. For more information, please see the "10-Year Automatic Termination of Contracts" section in this booklet.** The *Plan* does not specify the semesters for which you must use the contract.

You must notify your college or university that you are a *Plan* beneficiary, so they will bill the *Plan* for tuition and schoolwide required fees on your behalf for the number of hours in which you are enrolled that are covered by the contract, but you will be required to pay any **additional charges** by the college's or university's payment deadline to avoid being dropped from classes. The *Plan* contract also can be used for special terms, such as summer and mini-sessions.

Note: Usually, your Texas college or university will flag or pre-credit your account to invoice the *Plan* on your behalf. The school will not actually invoice the *Plan* until later during the term after the add/drop period. The *Plan* typically pays invoices from colleges and universities or career schools within 30 days of receipt of a correct billing. Always make sure that you pay any remaining balances due by the school's payment deadline so that you are not dropped from any classes. Every school has its own procedures for third-party billing. Know your college or university's procedures for billing the

***Plan*. The hours billed and fee terms, if applicable, will be deducted from the contract.**

The contract must be paid in full, including any outstanding fees, before the *Plan* will pay any amount to your college or university. Check with the purchaser(s) of the contract or login to your account online at www.tgtp.org to confirm that the contract is paid in full. A paid-in-full letter is mailed to the purchaser when all contract obligations have been paid.

If you withdraw from school after the registration period but before classes begin, **notify the billing office** at your school immediately so the *Plan* will not be billed; otherwise these hours will be **deducted** from the contract and paid to the school. You will be responsible for any fees associated with withdrawal. Section 529 has been amended to allow the amount of any refund from a college or university of "qualified higher education tuition expenses" paid by a qualified 529 plan to you or the purchaser to be recontributed to the 529 account within 60 days of the date of the refund check from the college or university without being subject to taxes and the additional 10% federal tax. For example, if you withdrew from the school after the *Plan* had issued payment and the school refunded a portion of the tuition paid by the *Plan* to you or the purchaser, federal taxes can be avoided by recontributing that amount to the contract within 60 days of the date of the refund check from the school.

Account refunds returned directly to the *Plan* the purchaser(s) must be accompanied by a Recontribution Request Form, available under the "Forms" section at **www.tgtp.org.** The account recontribution cannot exceed the amount of the refund issued by a college or university. The recontribution will reinstate the equivalent amount of contract hours based on the hourly reimbursement rate of the original distribution being refunded by a college or university.

The purchaser is responsible for maintaining sufficient records regarding any recontribution to adequately substantiate to the Internal Revenue Service that any recontribution meets the requirements of Section 529 of the Internal Revenue Code.

Each January, the purchaser of the contract will receive a statement listing distributions made by the *Plan* on your behalf. This annual statement will detail invoices paid and the credit hours and fee terms deducted as well as the remaining balance on the contract. Please verify that the distributions agree with the credits you receive at your school

each term. If you find any discrepancies, please call the *Plan* at 800-445-GRAD (4723), Option 2. Customer Service staff are available to answer your questions. This information is also available by accessing your account online on our website at **www.tgtp.org**.

Whether the *Plan* contract will affect your eligibility for federal financial aid depends on who the purchaser is and your relation to the purchaser. Laws related to federal student aid change frequently. Currently, if your parent owns the contract, you need to report the refund value of the contract as a parental asset on your Free Application for Federal Student Aid (FAFSA). And, currently, you do not need to report distributions from the contract as income on the FAFSA if (1) you or your parent owns the contract, and (2) the distribution is excluded from taxable income. You should check the latest information on the Department of Education's website at **https://ifap.ed.gov/ilibrary/document-types/federal-student-aid-handbook** to see how you should report the contract on the FAFSA. For Texas state-funded financial aid, the value of the contract should not be considered an asset, income or resource in determining eligibility. For school-based financial aid, the effect of being a purchaser or beneficiary of a 529 account varies from institution to institution.

WHAT IF YOU DECIDE NOT TO GO TO COLLEGE?

If you decide you are not going to attend college and no hours have been used, the purchaser of the contract may choose to transfer the contract to another "qualified beneficiary"[1] prior to the automatic 10-year termination. **Please note that once any contract hours have been used, the beneficiary of a *Plan* contract can no longer be changed.** After a beneficiary is 18 years old or has graduated from high school and before the contract automatically terminates, and if the contract and any fees due the *Plan* are paid in full, the purchaser may request a refund for unused contract hours at the hourly reimbursement rate in effect at the time of cancellation for the type of contract purchased, minus cancellation and administrative fees. If the purchaser cancels a contract before the beneficiary is 18 years old or has graduated from high school, or before the contract and any fees due the *Plan* are paid in full, any unused contract hours will be refunded at the amount paid for the hours, minus cancellation and administrative fees. Furthermore, you have 10 years from the contract's projected high school graduation date to use the contract hours or any unused hours will expire, and the contract will automatically terminate, and any remaining hours will be refunded at the amount paid for the hours, minus cancellation and administrative fees. **No earnings are paid on contract hours that expire.**

*(1) For more information on "qualified beneficiary," please visit the "General Frequently Asked Questions (FAQs)" section of our website at **www.tgtp.org** under "What if my child decides not to go to college?"*



The *Texas Guaranteed Tuition Plan* will pay the credit-hour fees up to the total number of credit hours purchased through the contract.

The only exception to the automatic 10-year termination is if you are on active duty in the U.S. armed services during the 10-year period. In that case, any time you spend on active duty can be added to the 10-year period. However, you must provide proof of your military service to the *Plan* to extend the contract for time served in the U.S. armed services or it will terminate automatically 10 years from the contract's projected high school graduation date. **For more information, please see the "10-Year Automatic Termination of Contract" section in this booklet.**

TUITION AND SCHOOLWIDE REQUIRED FEES

Texas public and private colleges and universities are surveyed each June to obtain information on tuition and schoolwide required fees for the upcoming academic year. The information is compiled and analyzed and then sent to the *Plan's* actuary for review. Based on the results, the Texas Prepaid Higher Education Tuition Board sets the hourly reimbursement rates for the *Plan*. Fall distributions cannot be processed prior to approval of the rates by the Board, typically by late August of each year. If the college or university does not invoice[2] the *Plan* directly or pre-credit the student's school account, you will need to make other arrangements to meet the school's payment deadline and be reimbursed by the college or university once the *Plan* makes payment to the college or university.

(2) For more information on schools that do not invoice the plan directly, please visit the "General Frequently Asked Questions (FAQs)" section of our website at ***www.tgtp.org*** *under "What if my college or university does not third-party bill?"*

The *Plan* pays only tuition and schoolwide required fees. Schoolwide required fees are only those paid by all students at a college or university as a condition of enrollment. **Please note:** Depending on the school you attend, you may be required to pay fees that are not schoolwide required fees and are not covered by the *Plan*, such as lab fees, optional fees, graduate fees or deposits, or fees related to your major or year of study, such as freshman orientation or freshman advisor fees. And, the *Plan* does not cover room and board, computers, books, transportation, or other incidental expenses.

Whether or not an online course fee is a schoolwide required fee will depend on how the school is charging the fee. For example, if the school charges all students an extra per credit hour fee, the *Plan* may pay the online course fee as a schoolwide required fee. However, if the fee is only charged to students who sign up for certain courses, even if those courses are only offered online, it would be like a lab fee charged only for specific courses and would not be paid for by the *Plan* as it is not a schoolwide fee.

Throughout this handbook the term "required fees" means "schoolwide required fees" as explained above. These terms may be used interchangeably in this handbook.

For Texas public colleges and universities, schoolwide required fees are paid either on a **credit-hour basis** or a **semester basis**, depending on how the institution charges the fee. The *Plan* will pay for up to 10 semesters of schoolwide required fees assessed on a per-semester basis depending on the number of fee terms purchased on the contract. Two semesters of schoolwide required fees are purchased for each contract year. A fee term is deducted for fall, winter, and spring terms. Half a fee term is deducted for each summer session. No fee term is deducted for mini-sessions or multiple invoices paid in the same semester. Please refer to the "Fee Terms" section in this booklet for more details.

Example:

Assume you have a four-year public Senior College contract with 128 credit hours and eight fee terms. As an undergraduate student, you enroll for the fall semester at the University of Texas for 18 hours. The following semester (spring), you enroll for 16 hours. You have used 34 hours of tuition and fees on a credit-hour basis. You also have used two semesters of required fee terms assessed on a semester basis. Your remaining balance is 94 hours of tuition and fees on a credit-hour basis and six semesters of fee terms on a semester basis.

It is possible to have hours remaining on the contract, but no remaining fee terms. In that instance, the *Plan* will only pay tuition and schoolwide required fees charged on an hourly basis which fluctuate with the number of hours that

you take, but not schoolwide required fees charged on a semester basis that do not fluctuate with the number of hours that you take.

Note: 1996 contracts were based on 30 hours a year with a total of 120 hours for a four-year Senior College contract.

SCHOLARSHIP RECIPIENTS

If you accept a scholarship covering tuition and schoolwide required fees in full, the purchaser of the contract may request a refund equal to the amount of tuition and schoolwide required fees the *Plan* would have paid the institution under the contract type. The refund amount will not exceed the total tuition and schoolwide required fees at your school or the amount that the *Plan* would have paid the school on your behalf for any given term. Scholarship refunds can be issued to the purchaser each academic term as long as the scholarship is in effect. See the "Taxes" section for information on taxation of refunds.

When you receive a **partial** scholarship to a Texas public college or university, the purchaser **may** request a refund from the *Plan* for the amount of the scholarship. Upon receiving a written refund request, in a format acceptable to the Board, scholarship refunds can be issued to the purchaser for each academic term as long as the scholarship is in effect. If a partial refund is not requested, the *Plan* will submit payment to the college or university in the amount required to pay the tuition and schoolwide required fees billed up to the number of hours available on the contract. See the "Taxes" section for information on taxation of refunds.

To save the hours on the contract for later use, the purchaser may decide not to use the *Plan* for the semester in which you receive a full or partial scholarship. It is the responsibility of you or the purchaser to keep documentation of your scholarship and education expenses for tax purposes. The purchaser should review IRS Publication 970 and IRS notices related to Section 529 with their tax advisor.

To receive refunds from the *Plan* for full or partial scholarships, the purchaser must submit proof of the scholarship, including a copy of the letter received from the granting foundation or any other documentation acceptable to the Board. A written request for the refund, signed by the contract purchaser and joint purchaser, if applicable, will be needed each term, along with verification of enrollment (term, college, and hours of enrollment) plus verification of tuition, schoolwide required fee charges and scholarship credits (a student fee bill reflecting detailed charges and any scholarship credits). See the "Taxes" section for information on taxation of refunds.

TYPE OF COLLEGE

Type of Contract	Texas Public Junior Colleges	Texas Public Senior Colleges	Texas Private Colleges, Career Schools, Registered Apprenticeship Programs, Heath Science Centers, Extension Courses, & CE Divisions	Out-of-State (Public and Private Junior and Senior Colleges)	Texas Average Rate per Hour (Fall 2025-Summer 2026)
Junior	**Actual Tuition and Required Fees**[2] (In or Out of District) *hour-for-hour usage*	**Actual Tuition and Required Fees**[1]	Texas Junior **Average Rate** per hour enrolled[7]	The lesser of the Texas Junior **Average Rate** per hour enrolled or the Actual Cost[3] [7]	$129.32
Junior/ Senior (2+2)	**Actual Tuition and Required Fees**[4] (In or Out of District)	**Actual Tuition and Required Fees**[5]	Texas Junior/ Senior **Average Rate** per hour enrolled[7]	The lesser of the Texas Junior/ Senior **Average Rate** per hour enrolled or the Actual Cost[3] [7]	$129.32 for Junior $372.70 for Senior (Junior hours disbursed prior to senior)
Senior	**Actual Tuition and Required Fees**[1] (In or Out of District)	**Actual Tuition and Required Fees**[2] *hour-for-hour usage*	Texas Senior **Weighted Average Rate** per hour enrolled[7]	The lesser of the Texas Senior **Weighted Average Rate** per hour enrolled or the Actual Cost[3] [7]	$372.70
Private	**Actual Tuition and Required Fees**[1] (In or Out of District)	**Actual Tuition and Required Fees**[1]	The lesser of the Texas Private **Average Rate** per hour enrolled or the Actual Cost[6] [7]	The lesser of the Texas Private **Average Rate** per hour enrolled or the Actual Cost[3] [6] [7]	$1,115.12

PLAN BENEFITS CHART

Notes:

(1) Hour Conversion: When contracts are used out of plan (for example, Senior College contract used to pay junior college tuition and schoolwide required fees), hours are deducted from the contract based on the billed amount divided by the Texas Average Rate per hour for the contract type purchased.

(2) When contracts are used in plan (for example, Junior College contract used to pay junior college tuition and schoolwide required fees), hours deducted will equal hours enrolled ("hour-for-hour usage").

(3) Out-of-State Fee: A $25.00 fee is assessed on out-of-state distributions per semester.

(4) Junior College contract hours deducted equals hours enrolled. Once Junior College contract hours are depleted refer to note (1).

(5) When utilizing Junior College contract hours refer to note (1). Once Junior College contract hours are depleted, Senior College contract hours deducted equal hours enrolled.

(6) Purchaser may request a refund if the actual tuition and schoolwide required fees are less than the amount paid by the Plan for the number of hours enrolled at the hourly reimbursement rate.

(7) With a letter of authorization form (LOA) signed by both the purchaser and joint purchaser, if applicable, the Plan can pay more than the actual hours enrolled at Texas private colleges or universities or career schools or out-of-state colleges and universities up to the total tuition and schoolwide required fees charged to the student. Contract hours would be deducted based on the total amount paid to the institution by the Plan divided by the hourly reimbursement rate for the contract type. The Plan cannot pay course-related fees such as lab fees or any other non-eligible charges even with an LOA. An LOA may be submitted to authorize payments for colleges that do not have billable hours. The LOA form is available on our website at: ***https://assets.comptroller.texas.gov/tgtp/89/89-124_Letter_of_Authorization.pdf****.*



Please notify the *Texas Guaranteed Tuition Plan* in writing 60 days in advance of your intent to enroll in an out-of-state college or university.

All scholarship refund requests must be received by the *Plan* prior to the 10-year automatic termination. Scholarship refund requests received after the contract has expired will not be processed. **For more information, please see the "10-Year Automatic Termination of Contract" section in this booklet.**

OUT-OF-STATE COLLEGES AND UNIVERSITIES

The *Plan* can pay directly to all accredited out-of-state public junior/community and senior colleges and universities, and all private non-profit and for-profit senior colleges and universities that participate in the U.S. Department of Education federal financial aid programs. **Note:** If the career school only offers two-year associate degrees, they must also be approved by the Texas Higher Education Coordinating Board (THECB). To view participating schools, visit the school code search section at **https://studentaid.gov/fafsa-apply/colleges**.

Please notify the *Plan* in writing, at least 60 days in advance, of your intent to enroll in an eligible out-of-state college or university. You can do this by submitting an Intent to Enroll in an Out-of-State College or University Form, available on our website at: **https://assets.comptroller.texas.gov/tgtp/00/00-263_Intent_to_Enroll.pdf**.

After the *Plan* receives your notification, the *Plan* will send a third-party billing letter to the school. This letter will contain billing instructions and the amount that the *Plan* will pay per credit hour on your behalf. The rates quoted in the third-party billing letter are valid for one academic year. The letter will be sent automatically each summer and late fall,



The Texas weighted average hourly reimbursement rate for a Senior College contract is $372.70 per credit hour for the 2025-2026 academic year.

reflecting current available hours and new rates, when there was a distribution in the previous academic year or term to an out-of-state college or university on your behalf.

During registration, you should contact your school's billing office to establish invoicing for the *Plan*. If the college has **not** received the third-party billing letter from our office, please have the college contact the *Plan* at 800-445-GRAD (4723), Option 2. You can also provide your school's billing office with the Out-of-State University Enrollment Verification letter, which you can access by logging on to your account online at **https://secure.texastomorrowfunds.org/pls/prod/twpkwbis.p_wwwlogin**. To ensure payment, **you are responsible for letting your school's billing office know that they need to send an invoice to the *Plan* on your behalf. Please contact us immediately if there are any problems regarding payment to the school**. The *Plan* will pay the college after receipt of a valid invoice. A $25 processing fee is deducted from the payment to the out-of-state school for each term funds are disbursed on your behalf.

You will owe the amount of tuition and schoolwide required fees exceeding the amount the *Plan* will pay on your behalf. The *Plan* will disburse to the out-of-state school an amount equal to the lesser of (1) the actual tuition and schoolwide required fees billed by the school, or (2) the hourly reimbursement rate for tuition and schoolwide required fees for the contract type times the number of hours enrolled, in any event not to exceed the total number of hours available on the contract. If the out-of-state tuition and schoolwide required fees are less than the *Plan's* hourly reimbursement rate for the contract type multiplied

by the hours enrolled, the hours deducted will be prorated to pay the invoice in full. The contract is depleted by hours.

OUT-OF-STATE RESIDENCY

Plan beneficiaries who live out of state but enroll in a Texas public college or university may be charged nonresident tuition rates for hours not covered by the *Plan*. However, the tuition and schoolwide required fees charged by the Texas public college or university for the hours paid for by the *Plan* shall be determined as if the beneficiary were a resident student. This is required by the Texas Education Code (see **www.statutes.capitol.texas.gov/Docs/ED/htm/ED.54.htm**) under Chapter 54 (Tuition and Fees), Sections 54.051 and 54.621(c) (Beneficiary). Texas public colleges or universities must provide a non-resident tuition waiver for the difference between resident and non-resident tuition and schoolwide required fees for the hours paid by the *Plan* for undergraduate and graduate charges.

CAREER SCHOOLS

The *Plan* will pay tuition and schoolwide required fees at an eligible Texas career school according to the hourly reimbursement rate for the contract type for the number of hours enrolled each term. Some career schools do not bill based on semester hours, but instead bill by classroom hours. In those instances, the *Plan* will require a letter of authorization, signed by the purchaser(s), outlining instructions for payment to the school. Please see note (7) on the Plan Benefit Chart under the "Out-of-Plan Usage" section for more information. For a Texas career school to be eligible, it must participate in the U.S. Department of Education federal financial aid programs and must offer a two-year associate degree approved by the Texas Higher Education Coordinating Board (THECB). The *Plan* cannot pay two-year out-of-state career schools. To view participating schools, visit the school code search section at **https://studentaid.gov/fafsa-apply/colleges**. To view career schools that have a THECB approved two-year associate degree, visit **https://apps.highered.texas.gov/,** select "Program Inventory", then " Degree Program Search", then select "For Profit Colleges & Universities Authorized by Certificate," then select "Associates" as the degree level. The definition of the types of career schools and colleges the *Plan* can pay can be found at Texas Education Code (see **www.statutes.legis.state.tx.us/Docs/ED/htm/ED.54.htm**) Chapter 54 (Definitions), Sections 54.601 and (See **www.statutes.legis.state.tx.us/Docs/ED/htm/ED.132.htm**) Chapter 132 (Definitions), Section 132.001 (1).

REGISTERED APPRENTICESHIP PROGRAMS

The *Plan* may be used to pay tuition and required fees for registered apprenticeship programs and requires that such payments be made at the request of the purchaser. To qualify as a "registered apprenticeship program," the program must be registered and certified with the Secretary of Labor under section 1 of the National Apprenticeship Act.

The *Plan* will pay tuition and required fees for registered apprenticeship programs according to the hourly reimbursement rate for the contract type for the number of hours enrolled each term. **You will owe the amount of tuition and required fees exceeding the amount the *Plan* will pay on your behalf.** The *Plan* must receive signed written authorization from the purchaser and joint purchaser, if applicable, to pay the tuition and required fees for the registered apprenticeship program. The authorization must include an invoice showing details of the tuition and required fees assessed by the program. To complete this process, you can download a Letter of Authorization Form from the "Forms" section at **www.tgtp.org** and follow the instructions on the form.

USING THE PLAN FOR GRADUATE OR PROFESSIONAL DEGREES

If you have not used all the credit hours by the time you graduate from college, you can apply them to a graduate or professional degree before the contract hours expire on the 10-year automatic termination date of the contract. The *Plan* will not, however, pay based on the price of graduate tuition and schoolwide required fees; it will pay the hourly reimbursement rate for the contract type. However, the *Plan* can pay the full amount of the graduate school tuition and schoolwide required fee charges to the college or university with written authorization from the contract purchaser and joint purchaser, if applicable, approving use of additional credit hours to pay up to the number of hours available on the contract. When a contract is used to pay Texas public colleges and universities for graduate or professional degree hours, the Texas public college or university is not required to waive any difference between what the *Plan* pays and the total amount of tuition and schoolwide required fees for the hours paid by the *Plan*. Please see note (7) on the Plan Benefits Chart under the "Out-of-Plan Usage" section for additional information.

If you do not intend to pursue further higher education after college graduation, the contract purchaser and joint purchaser, if applicable, may request a refund for any unused hours prior to the 10-year automatic termination date of the contract. Unused hours cannot be transferred to another beneficiary once contract benefits have been used. **Prior to automatic termination ten years after the contract's projected high school graduation date, and if the beneficiary has graduated from high school or is 18 years of age or older**



The *Texas Guaranteed Tuition Plan* will pay even when you attend an eligible school that is not in your selected plan.

and the contract is paid in full, the purchaser and joint purchaser, if applicable, can request a refund for unused contract hours at the hourly reimbursement rate in effect at the time of cancellation for the type of contract purchased, minus cancellation and administrative fees. A Cancellation Form is available on our website at **https://assets.comptroller.texas.gov/tgtp/89/89-107_Contract_Cancelation_Form_FINAL.pdf**. If the purchaser and joint purchaser, if applicable, are canceling the contract because the beneficiary has graduated from college, the reason for cancellation should be noted on the form as "graduation from college." See the "Taxes" section for information on taxation of refunds. If the purchaser and joint purchaser, if applicable, desire to cancel the account, both the purchaser and joint purchaser, if applicable, must sign the Cancellation Form. Any refund will be in the name of both the purchaser and joint purchaser, if applicable. See the "10-Year Automatic Termination of Contracts" section in this handbook.

Starting January 1, 2024, a 529 plan account owner may roll over amounts from their 529 account to a Roth IRA for benefit of the account beneficiary subject to certain conditions. See the section on page 29 titled ROTH IRA ROLLOVERS for more information.

The purchaser must redeem your *Plan* benefits by the 10th anniversary of the date on which you are projected to graduate from high school based on the contract enrollment application or the contract hours will automatically expire, and the contract will terminate as mandated by

Education Code, Chapter 54, Subchapter F, Section 54.631(b). The only exception is if you or the purchaser provide proof prior to that deadline that you were on active duty in the U.S. armed services during the 10-year period. In that case, any time spent on active duty will be added to the 10-year period. If the purchaser authorizes use of the contract for Dual Enrollment prior to the contract's projected high school graduation date, that change will accelerate the automatic termination date of the contract.

Once contract hours expire under the 10-year termination provision, **no earnings will be included in the refund**.

TAXES

Generally, earnings on qualified 529 tuition programs such as the *Texas Guaranteed Tuition Plan* are exempt from federal income tax if used for qualified higher education expenses. In each year that distributions are made on your behalf, you will receive IRS Form 1099-Q from the *Plan* in January notifying you of the amount distributed on your behalf and designating the portion of the distribution reported to the IRS as earnings for the previous calendar year. The 1099-Q information should be used in preparing your income tax return. Distributions will be reported to the IRS on Form 1099-Q as follows:

If a joint purchaser is included on a refund, the 1099-Q will be issued and reported to the IRS in the name of the primary purchaser only. For information on reporting benefit usage, see Publication 970 on the IRS website at **https://www.irs.gov/forms-pubs/about-publication-970**. The earnings

Type of Distribution	IRS Form 1099-Q Taxable Party
Payments to Colleges and Universities	Beneficiary
Roth IRA Rollover	Beneficiary
Scholarship and Private Contract Benefit Refund	Purchaser
Voluntary Cancellation Refund	Purchaser
Involuntary Cancellation Refund	Purchaser

DISTRIBUTION CHART



If you plan to study abroad, please coordinate with the school you attend to see if they can invoice the *Texas Guaranteed Tuition Plan* on your behalf.

portion of a refund, if any, that is not used for qualified education expenses is subject to federal and state income taxes plus, in most cases, an additional 10% federal tax. It is responsibility of you or the purchaser to keep documentation of your qualified higher education expenses for tax purposes. We recommend that your purchaser review IRS Publication 970 and IRS notices on Section 529 with their tax advisor.

Check the latest Federal Student Aid Handbook on the Department of Education's website at **https://fsapartners.ed.gov/knowledge-center/fsa-handbook** or talk with your school's financial aid office about whether and how to list these distributions on any financial aid applications.

FEE TERMS

Contract benefits deplete by hours but may be limited by fee terms as well. Fee terms affect contracts when being used "in plan" (for example, a Senior College contract used to cover hours at a senior college, or a Junior College contract used to cover hours at a junior college) while attending Texas public colleges and universities. Fee terms are based on the semester fees charged at your Texas public college or university. The contract has two fee terms per contract year purchased. Fee terms cover those schoolwide required fees that are a condition of enrollment for all students and charged at the same rate per semester (semester fees) to all students. In other words, they are flat-rate fees that do not change with the number of semester hours taken and are not course- or year-specific. An ID fee

of $2 per semester is an example of such a schoolwide required fee. A fee term is deducted with each semester invoice processed (with summer sessions depleting at one-half a fee term per session) when the contract is used to cover tuition and schoolwide required fees at Texas public colleges or universities. No fee term is deducted for mini-sessions or multiple invoices paid for the same term. Contract benefits continue to pay the schoolwide required fees charged on an hourly basis (fees that fluctuate with the number of semester credit hours enrolled) up to the full hours purchased.

Contracts that are used "out of plan" (for example, if you use a Senior College contract to attend a Texas private college or university) or out of state are disbursed at the hourly reimbursement rate for that contract type. Contracts paying at an average reimbursement rate would continue to pay at that rate until the hours are depleted. There is no fee term value in these cases. Fee terms have no value without corresponding hours.

DUAL ENROLLMENT

Dual enrollment is the term used for college credit courses taken while attending high school. If dual enrollment is authorized by the purchaser and joint purchaser, if applicable, of the contract, the *Plan* will disburse funds on a per-hour basis for college credit courses taken during high school. The contract must be paid in full, including any outstanding fees, before funds can be disbursed to your college. If you decide to use the contract before the first assumed payout date (projected high school graduation date), the purchaser and joint purchaser, if applicable, must complete a Dual Enrollment Request Form. This form is located on our website at **https://assets.comptroller.texas.gov/tgtp/89/89-112_Dual_Enrollment_Request.pdf**. The purchaser and joint purchaser, if applicable, will be required to designate a new payout date on the form based on using the contract for dual enrollment prior to the original projected high school graduation date which will accelerate the 10-year termination date on the contract. **The 10-year automatic termination clock will begin counting down in the year that you use the contract for dual enrollment instead of your projected high school graduation date.**

OUT-OF-PLAN USAGE

The *Plan* contract can be used to attend a school that is not your selected contract type. For example, if you use Senior College contract hours to pay for courses taken at a junior college, the *Plan* will pay the tuition and schoolwide required fees for the number of hours enrolled, but the number of senior hours deducted from the contract will be equal to the amount paid to the college divided by the hourly reimbursement rate for a Senior College contract for



Texas has a second prepaid tuition plan, the *Texas Tuition Promise Fund,* that is open for enrollment between September 1 and February 28/29 annually, except for newborns under one year of age who can be enrolled through July 31 each year (***texastuitionpromisefund.com***).

that academic year. The hourly reimbursement rate for a Senior College contract is $372.70 per credit hour for the 2025-2026 academic year. If a student with a Senior College contract enrolled in 15 hours at an in-state junior college with tuition and schoolwide required fees of $900, we would deduct 2.415 hours ($900 divided by $372.70 hourly rate) from the contract for the semester.

If you use Junior College contract hours to pay tuition and schoolwide required fees at a Texas public senior college or university, the hours will be deducted as necessary to cover the school's full tuition and schoolwide required fee charges. For example, if you take 15 hours at a Texas public senior college or university where the tuition and schoolwide required fee charges are $3,500, the actual hours deducted from the Junior College contract would be 27.065 (or $3,500 divided by $129.32) based on the 2025-2026 Texas average Junior College contract rate of $129.32 per credit hour.

If you use Private College contract hours to pay tuition and schoolwide required fees at a Texas public junior or senior college and those charges are less than the current Private College contract hourly average rate, the purchaser, and joint purchaser, if applicable, of the Private College contract may request in writing a refund of the amount by which estimated average private tuition and schoolwide required fees exceed the actual tuition and schoolwide required fees paid. That request can

be a standing request to process a refund to the purchaser, and joint purchaser, if applicable, whenever a distribution is made to a Texas public junior or senior college or university; or the request can be on a term-by-term basis (semester or quarter).

If you have a Junior or Senior College contract and attend a Texas or out-of-state private college or university or Texas career school, the amount paid by the *Plan* will be the actual number of hours enrolled multiplied by the hourly reimbursement rate, for tuition and schoolwide required fees, for the type of contract purchased. For example, based on the rates in effect for the 2025-2026 academic year, if the contract is a Senior College contract and you are taking 15 hours at a Texas or out-of-state private college or university or career school with tuition and schoolwide required fee charges of $9,000, the *Plan* would pay $5,590.50 (15 hours multiplied by $372.70, the 2025-2026 hourly reimbursement rate for a Senior College contract). If the tuition and schoolwide required fees are greater than the hourly reimbursement rate payment, you will need to make payment directly to the school for the amount not covered by the *Plan*.

Full graduate tuition and schoolwide required fee charges may be paid to the college or university with a Letter of Authorization Form signed by the contract purchaser and joint purchaser, if applicable, up to the number of hours available on the contract. See the "Using the Plan for Graduate or Professional Degrees" section and note (7) on the Plan Benefits Chart for additional information.

CERTIFICATE PROGRAMS AND ONLINE, CORRESPONDENCE, EXTENSION AND HEALTH SCIENCE COURSES

The *Plan* contract may be used for online and correspondence courses, including extension courses, as long as they are taken at eligible institutions for college credit or certificate programs. Contract benefits may be used for certificate programs for firefighters, peace officers, emergency medical technicians, pharmacy technicians, etc., so long as courses are taken at eligible institutions. Certificate programs are usually billed through Health Science Centers or the Continuing Education Division of a college or university. These courses are paid at the average reimbursement rate for hours enrolled not to exceed the total cost of the course. If course work is billed by classroom hours or without hours, your purchaser will need to submit a Letter of Authorization Form to authorize hours to be paid for eligible charges. You can download a Letter of Authorization Form from the "Forms" section at **www.tgtp.org** and follow the instructions on the form. See the "Using the Plan for Graduate or Professional Degrees" section and note (7) on the Plan Benefits Chart for additional Information regarding the Letter of Authorization Form.

QUARTER SCHOOLS

The *Plan* pays quarter schools at .666666 (or 2/3) of a semester hour per one-quarter hour taken. In this way, the *Plan* may disburse for the full number of years purchased on your behalf. For example, if you take 15 hours for two semesters, you will use 30 credit hours in one year from the contract. If you take 15 hours each quarter for three quarters, you will use 30 semester hours (15 hours multiplied by .666666 converts to 10 hours multiplied by three quarters) from the contract in one year.

TWO-YEAR JUNIOR + TWO-YEAR SENIOR COLLEGE PLAN CONTRACTS

When an invoice is presented on a Junior/Senior College (2+2) contract, the junior college hours pay out first. When the junior college hours are depleted, the *Plan* disburses the senior college hours. If junior college hours are used at a Texas public junior college, they are disbursed on an hour-for-hour basis. However, if those same hours are used at an out-of-state college, a private college or university or career school, they are disbursed at hours enrolled multiplied by the hourly reimbursement rate. If Junior College contract hours are used at a Texas public senior university, the *Plan* will pay actual tuition and schoolwide required fees and Junior College contract hours will be depleted at a faster rate. Similar logic will apply once Junior College contract hours are depleted and Senior College contract hours are used. See the *Plan* Benefits Chart for further information about distributions from 2+2 (Junior/Senior) contracts.

Please note: If a purchaser wishes to use a Junior/Senior College contract in a specific manner other than as described above, the *Plan* requires a written request be submitted to our office signed by the purchaser and joint purchaser, if applicable. For example, if a beneficiary attends a junior college one semester and a senior college the next semester, the purchaser and joint purchaser, if applicable, may request to use Junior College contract hours to pay the junior college and Senior College contract hours to pay the senior college, even if all Junior College contract hours have not yet been depleted.

PRIVATE COLLEGE CONTRACTS

Private College contracts disburse at the estimated average cost of tuition and schoolwide required fees of all Texas private colleges and universities (the hourly reimbursement rate). The hourly rate for a Private College contract for the 2025-2026 academic year is $1,115.12. When Private College contract benefits are used at a Texas public institution

of higher education (a community college or senior college or university), the tuition and schoolwide required fees of the institution are paid using the hours from the Private College contract at the hourly reimbursement rate, prorating the hours needed to pay tuition and schoolwide required fees at the institution up to the number of hours available on the contract. The Private College contract purchaser and joint purchaser, if applicable, may request a refund of the amount that the hourly reimbursement rate times the hours enrolled exceeds the *Plan's* payment to the institution.

For example, based on the 2025-2026 academic year rates, if the beneficiary is enrolled for 12 hours and the Private College contract reimbursement rate is $1,115.12 per hour, the *Plan* would pay the lesser of $13,381.44 ($1,115.12 per hour multiplied by 12 hours) or the actual tuition and schoolwide required fees. Therefore, if the actual tuition and schoolwide required fees are only $6,000.00, the purchaser(s) could request a refund in the amount of $7,381.44 ($13,381.44 – $6,000.00). A refund can be requested by the purchaser and joint purchaser, if applicable, when payment is made to the institution by submitting a written request to our office signed by the purchaser and joint purchaser, if applicable. See the "Taxes" section for information on taxation of refunds. If the Private College contract purchaser(s) does not request a refund when actual tuition and schoolwide required fees paid are less than what the contract would pay for the hours enrolled, only the number of hours needed to pay the actual tuition and schoolwide required fees would be deducted from the Private College contract and the remaining hours would be available for future use until the contract's 10-year termination date. In the example above, only 5.381 hours would be deducted from the contract ($6,000.00 divided by $1,115.12).

If Private College contract benefits are used at a Texas private or career school, or out-of-state institution, benefits will pay at the hourly reimbursement rate for the number of hours enrolled, or the actual tuition and schoolwide required fee charges if less than the reimbursement rate. Again, the amount by which the Private College contract reimbursement rate exceeds the amount paid to the institution for hours enrolled may be refunded upon submission of a written request to the Board, signed by the purchaser and joint purchaser, if applicable. If your college costs more than the amount paid by the *Plan* for the hours which you are enrolled, you are responsible for paying the balance of charges due by the payment deadline to avoid cancellation of classes. Full tuition and schoolwide required fee charges may be paid to the college or university with written authorization from the purchaser and joint purchaser, if applicable, up to the number of hours available on the contract. Please see note (7) on the Plan Benefits Chart for additional information.

USAGE STATEMENTS

Annual statements of contract usage are mailed to the primary contract purchaser in January of each year. A joint purchaser, if applicable, is also mailed a statement of contract usage if their address on file with the *Plan* is different than that of the primary contract purchaser's at the time the statements are produced. Both the primary purchaser and joint purchaser, if applicable, may access contract information on the *Plan's* website at any time (with the exception of downtimes related to outages or routine maintenance) at **www.tgtp.org**. As the contract beneficiary you can access the account information on the website one year in advance of the contract's projected high school graduation date. You can establish an account login and view all account activity, including distributions processed to date and hourly balances. You can even print letters for your college or university with up-to-date details about the contract. The annual statement also reflects the contract's 10-year automatic termination date on which any remaining contract hours will expire and be automatically refunded without earnings.

Your college or university may credit your account for the estimated amount the *Plan* will pay prior to our receipt of an invoice on your behalf. Our normal processing time for payment of tuition invoices is 30 days from receipt of a correct invoice.

STUDYING ABROAD

If you plan to study abroad, please coordinate with the school you are currently attending to see if they can invoice the *Plan* on your behalf. Distributions for studies abroad usually are paid at the *Plan's* hourly reimbursement rate per contract type for hours enrolled and distributions must be made payable to Title IV schools. For this reason, the contract cannot be used to make direct payments to an agency coordinating studies abroad; nor can distributions be paid directly to the student or contract purchaser(s).

10-YEAR AUTOMATIC TERMINATION OF CONTRACTS

In accordance with the Education Code, Chapter 54, Subchapter F, Section 54.631(b), all unused hours expire, and contracts terminate automatically on the 10-year anniversary of the beneficiary's projected high school graduation date based on the contract enrollment application (that deadline will be accelerated if the contract is used for Dual Enrollment). Under Articles VI and VII of the Master Agreement, which is available under the "Forms" section at **www.tgtp.org, no earnings**

are paid on refunds for expired hours when contracts are terminated due to automatic 10-year expiration. The projected high school graduation date is available through online inquiry at any time and is included on the annual statement sent to the contract purchaser in January of each year.

The only exception to extend the deadline is if the beneficiary was on active duty in the U.S. armed services during the 10-year period and provides proof of that service to the *Plan* prior to the automatic 10-year termination deadline. In that case, any time spent on active duty will be added to the 10-year period. No other exceptions are allowed by statute.

If your purchaser and joint purchaser, if applicable, authorize the *Plan* to begin using the contract for dual enrollment while you are still in high school, the 10-year anniversary will be based on the year in which you begin using benefits instead of your projected high school graduation date.

The purchaser and joint purchaser, if applicable, can cancel the account prior to the termination date by submitting a Cancellation Form. In the event that the purchaser and joint purchaser, if applicable, desire to cancel the account, both the purchaser and joint purchaser, if applicable, must sign the Cancellation Form. The form is available under the "Forms" section at **www.tgtp.org**.

No exceptions are allowed under the law to the 10-year termination deadline except for qualifying military service. No additional payments for tuition or fees or scholarship refunds can be made after the contract has expired.

For information on changing the beneficiary to another "qualified beneficiary" before any contract benefits have been used see the "What if you decide not to go to college" section of the handbook.

K-12 EDUCATION, STUDENT LOAN PAYMENTS, AND ABLE ACCOUNTS

Changes in federal law over the past few years have brought new flexibility and utility to 529 accounts. Funds from 529 plans may now be used to pay up to $20,000 per year per designated beneficiary in tuition costs for public, private and religious K-12 education. The $20,000 limitation for K-12 education applies on a per-student basis, rather than a per-account basis. Although an individual may be the designated beneficiary of multiple accounts, that individual may only receive a maximum of $20,000 in distributions per year free of federal tax, regardless of whether the funds are distributed from multiple accounts.

While federal law allows 529 plans to be used for certain elementary or secondary education tuition expenses, state tax consequences vary and may

include the recapture of state tax deductions as well as penalties. Your purchaser should consult with a tax or legal advisor in this regard.

Funds from 529 plans may also be used to pay up to $10,000 in amounts paid as principal or interest on qualified student loans of the beneficiary and/or their sibling. A beneficiary or a sibling of a beneficiary in the case of qualified education loan repayments applies on a per-student basis with a lifetime limit of up to $10,000, regardless of whether the funds are distributed from multiple accounts. A "qualified education loan" means a qualified education loan under Section 221(d) of the Internal Revenue Code.

Funds from an existing 529 account may be rolled into an Internal Revenue Code Section 529A ABLE account. ABLE accounts are limited to $20,000 in annual contributions in 2026 from all sources unless the beneficiary of the ABLE account works and the able-to-work provision applies. Your purchaser should check the status of the ABLE account balance before canceling the *Plan* account as the *Plan* will not allow recontribution of any excess funds resulting from the cancellation that cannot be deposited to your ABLE account.

If the purchaser wishes to use funds in the *Plan* contract for any of the reasons listed above, the purchaser can request to cancel the contract and, within 60 days of the refund payment date, use the refund to establish a 529 college savings account or an ABLE account. To cancel the contract, the purchaser can download a Cancellation Form from the "Forms" section at **www.tgtp.org** and follow the instructions on the form. **Please note that if the purchaser cancels a non-mature contract, no earnings will be paid at the time of refund.**

The purchaser should consult their tax advisor regarding their individual situation before taking action on the contract.

ROTH IRA ROLLOVER

Effective January 1, 2024, a 529 plan account owner can roll over amounts from their 529 account to a Roth IRA for the 529 plan account beneficiary subject to certain conditions. A contract purchaser may request a rollover from their TGTP contract to a Roth IRA by submitting the Texas Guaranteed Tuition Plan Roth IRA Rollover Request Form, available in the "Forms" section at **www.tgtp.org**, by mail to Texas Guaranteed Tuition Plan, P.O. Box 13407, Austin, TX 78711-3407; via email to **texas.tomorrow@cpa.texas.gov** or by fax to (512) 475-0081. For information regarding the conditions that must be met for a 529 plan account to Roth IRA rollover, visit the General FAQ section of our website at **www.tgtp.org**.

TO FILE A COMPLAINT

To file a complaint about the program or for a copy of the Board's complaint procedures, call 800-445-GRAD (4723), Option 2, or send a letter to:

Texas Prepaid Higher Education Tuition Board
Office of the Comptroller of Public Accounts
P. O. Box 13407
Austin, Texas 78711-3407

This material is provided for general and educational purposes only, and is not intended to provide legal, financial, tax or investment advice or for use to avoid penalties that may be imposed under U.S. federal or state tax laws. **The information concerning the federal tax consequences of participating in the *Plan* is general in nature and does not take into account individual circumstances that may affect the tax treatment for a particular individual taxpayer.** The purchaser should contact their attorney or other advisor regarding their specific legal, financial, investment or tax situation.

YOUR TEXAS GUARANTEED TUITION PLAN CHECKLIST

To get the most from the contract, be sure to:

- ☐ Make a copy of your ID cards and put them in a safe place – you'll need this information if your cards are lost or stolen. An In- or Out-of-State University Enrollment Verification Letter can be printed from our website to present to the college or university as well.

- ☐ Contact your school's billing office to let them know that you'll be using the *Texas Guaranteed Tuition Plan*.

- ☐ If enrolling in an out-of-state school, please submit an "Intent to Enroll in Out-of-State College or University Form" to us 60 days prior to your enrollment.

- ☐ Verify that the school has accurately posted credit for the costs that have been covered by the *Plan* for every semester. Pay any balance due not covered by your *Plan* in a timely manner to avoid being dropped from classes.

- ☐ Make sure all your information (Social Security number, permanent address, etc.) is correct in your *Plan* information and is on file at your school.

- [ ] NEVER include your Social Security number in emails, letters, or faxes to our office. NEVER provide the contract number to someone other than an authorized representative of your school or our office.

- [ ] If you receive a scholarship, decide how *Plan* funds will be used with your school's billing or financial aid office.

- [ ] Provide proof of military service in the U.S. armed services to extend the contract's automatic 10-year termination deadline prior to contract expiration.

- [ ] Keep contact information handy – save the phone numbers of the school's billing office and the *Plan* in your cell phone or at another convenient location.

- [ ] Ask your school if they will pre-credit your account for summer sessions if you are using your *Plan*. Be aware that many Texas public colleges and universities do not automatically pre-credit your account for summer semesters in the same manner that they do for the fall or spring semesters. If the school does not pre-credit, pay any amounts due by the deadline to avoid being dropped from classes.

- [ ] Promptly notify the *Plan* of any changes in the contact information for the purchaser, and joint purchaser, if applicable.

THE TEXAS TUITION PROMISE FUND

The *Texas Guaranteed Tuition Plan* is currently closed to new enrollment.

The *Texas Tuition Promise Fund*, the state's newest prepaid tuition plan, is open for enrollment annually from September 1 through the end of February. Newborns (children under the age of one year on the date of enrollment) can be enrolled through July 31 each year. Information on the plan is available by calling 800-445-GRAD (4723), Option 5, or on our website at **TexasTuitionPromiseFund.com**.

THE TEXAS PREPAID HIGHER EDUCATION TUITION BOARD

Acting Comptroller Kelly Hancock
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Austin, Texas

Ms. Sarina Davidson
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San Antonio, Texas

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Austin, Texas

Ms. Deborah Zuloaga
El Paso, Texas

QUESTIONS?

For more information, contact the *Texas Guaranteed Tuition Plan* at **800-445-GRAD (4723), Option 2,** or access your account information by visiting: Account Login at **www.tgtp.org**

We can also be reached at:
P. O. Box 13407
Austin, Texas 78711-3407
texas.tomorrow@cpa.texas.gov
Fax number: 512-475-0081

We are located at:
111 E 17th St.
9th Floor, Suite 910.E
Austin, Texas 787011



TEXAS PREPAID HIGHER EDUCATION TUITION BOARD

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Texas Prepaid Higher Education Tuition Board
Texas Comptroller of Public Accounts
P.O. Box 13407
Austin, Texas 78711-3407

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