



Co-Enrollment Agreement  
Between  
The University of Texas at Tyler  
And  
Trinity Valley Community College

**Parties**

This Agreement is between The University of Texas at Tyler (“UT Tyler”) whose main address is 3900 University Boulevard, Tyler, Texas, 75799 and Trinity Valley Community College (“TVCC”) whose main address is 100 Cardinal Drive, Athens, Texas, 75751, and extends to instructional locations within the TVCC system or district. UT Tyler offers coursework leading to baccalaureate, master’s and doctoral degrees. TVCC offers coursework leading to certificates, associates, and baccalaureate degrees. UT Tyler and TVCC herein after referred to as the “Institutions” enter into this Agreement in the spirit of cooperation and mutually recognize each other as quality Institutions of higher learning.

**Statement of Purpose**

UT Tyler and TVCC are dedicated to providing greater educational opportunities and services for students transferring between the two Institutions. The Agreement provides a new pathway to UT Tyler through TVCC. Participating students enter college with the support of two academic institutions: TVCC and UT Tyler. Participants co-enroll at both schools. For the first two years, students will take the majority of their classes at TVCC and are eligible to complete three credit hours per semester from a pre-approved list of UT Tyler courses, while at TVCC. Those who fulfill the program requirements go on to finish their bachelor’s degree at UT Tyler. Credits earned at UT Tyler can also be applied toward an associate degree from TVCC. This means participating students can earn two college degrees in just four years.

This Agreement seeks to provide guidelines and areas of responsibility to ensure that participating students can transfer completed coursework to UT Tyler without loss of credit and recognition of approved courses applied toward the award of a bachelor’s degree. This Agreement further provides guidelines and outlines areas of responsibility by each institution.

UT Tyler and TVCC agree to cooperate in this objective to the mutual benefit of students

## **Co-Enrollment**

### **1) UT Tyler benefits to students:**

- a) The opportunity to earn a bachelor's degree from a nationally recognized institution.
- b) Full access to UT Tyler's extensive academic resources.
- c) The ability to explore a wide range of majors and career options through UT Tyler's six professional colleges.
- d) Personalized support from UT Tyler advisors, helping students navigate their academic journey and foster connections within the campus community.

### **2) TVCC benefits to students:**

- a) The ability to earn an associate degree and bachelor's degree at the same time.
- b) Significant savings on the overall cost of completing a degree.
- c) Access to free tutoring and expert advising, with TVCC and UT Tyler advisors collaborating to ensure a supportive and enriching experience for each student.
- d) Convenient, high-quality coursework available near Tyler at the TVCC campus.

## **Responsibilities**

### **1) UT Tyler's Responsibilities:**

- a) UT Tyler agrees to accept transferable core curriculum, fields of study, and other lower division courses from TVCC to the extent it is within the Texas common course numbering system and follow the credit transfer for associate degree procedure in Tex. Educ. Code(s) § 61.833, § 61.834, and any applicable rules.
- b) UT Tyler will provide students with information regarding the availability of scholarships for eligible students as well as any other financial aid opportunities at UT Tyler.
- c) UT Tyler will post the agreed upon Patriot Pathways on the UT Tyler website.

### **2) TVCC's Responsibilities:**

- a) TVCC will ensure that all its courses related to this Agreement are taught by qualified faculty holding appropriate and acceptable degrees and/or credentials as outlined by the Southern Association of Colleges and Schools Commission on Colleges ("SACSCOC") Comprehensive Standards or appropriate institutional accreditation standards.
- b) TVCC will link to UT Tyler Transfer Student Admissions on its relevant webpages; <https://www.uttyler.edu/admissions/transfer/>
- c) TVCC will arrange and publicize a date and location for UT Tyler representatives to offer recruiting, admission application drives, and advising opportunities on the TVCC campus.

**3) Mutual and Coordinated Responsibilities.** The Institutions agree to:

a) Guidelines:

- i) **Admission:** Students must apply and be accepted at both institutions through ApplyTexas, and shall list their intended majors at each institution on the appropriate application. Application fees will be waived at UT Tyler. Co-enrolled students will be provisionally admitted to UT Tyler and will be granted full admission once they complete the program requirements, earning their associate degree at TVCC. Identified majors will generally be honored at UT Tyler. However, some majors require a second admission process, which is not guaranteed. Students with these majors must be granted admission to these programs.
- ii) **Student Accounts:** Students will have accounts established at both institutions through the institution's respective student information systems. In addition, students will have established email accounts, and student IDs at each institution.
- iii) **Co-Enrollment:** Permits co-enrollment for students at both institutions, enabling them to register for a maximum of three credit hours each semester at UT Tyler while pursuing their associate degree at TVCC. Students have the flexibility to attend TVCC courses on any TVCC instructional location or online, UT Tyler courses offered at TVCC instructional locations, classes available at any UT Tyler campus, or online courses provided by UT Tyler. Co-Enrollment is allowed for up to three credit hours each semester, for a maximum number of four semesters taken while seeking a degree from TVCC. However, UT Tyler may grant exceptions to these limitations/requirements in its sole discretion upon request by the student. Students in the Co-Enrollment Program must be enrolled in at least one course per year (preferably fall semester) unless this requirement is waived by UT Tyler in its sole discretion, upon request by the student. However, the student must be continually enrolled at TVCC prior to obtaining his/her associate degree to continue in the program.
- iv) **Texas Success Initiative:** TVCC will be responsible for assuring students' compliance with Texas Success Initiative (TSI) requirements and will provide remediation for any student needing such additional course work.
- v) **Grading:** The grade point average (GPA) for each student will be calculated separately at each institution using the methodology and course work of the respective institution.
- vi) **Academic Advising:** Students will receive academic advising from both collaborating institutions to ensure degree requirements are met.
- vii) **Payment:** Students will pay general fees and tuition to their home institution and tuition only with applicable instructional fees for their UT Tyler courses. Students will be required to meet the respective payment deadlines for all applicable fees

and tuition payable to each institution.

- viii) Credit transfer: Transfer of credits from TVCC to UT Tyler will not be affected by this Agreement. The same credit transfer process that is currently in place will continue to be used.
  - ix) Readmission: If a student voluntarily drops out of the Co-Enrollment program, the student may pursue future readmission to UT Tyler subject to the then current readmission criteria.
  - x) A student who does not remain on track to complete Co-Enrollment program academic requirements may be removed from the program.
  - xi) A student who violates UT Tyler student rules is subject to sanctions outlined in the applicable rule(s) up to and including dismissal from UT Tyler or suspension from UT Tyler.
  - xii) A student removed from the Co-Enrollment program for either academic or disciplinary reasons will no longer be eligible to continue enrollment at UT Tyler or TVCC. The student may pursue future readmission to UT Tyler subject to the then current readmission criteria.
  - xiii) A student not allowed to continue at TVCC will also not be allowed to continue at UT Tyler.
  - xiv) A Co-Enrollment program student appealing academic or disciplinary decisions will be directed to the institution under whose jurisdiction the matter falls and will follow established procedures at that institution.
  - xv) If a Co-Enrollment student voluntarily drops out of the program, the student may pursue future readmission to UT Tyler subject to the then current readmission criteria.
- b) Course Locations:
- i) UT Tyler Courses offered on TVCC Instructional Locations: Qualified TVCC faculty may teach UT Tyler courses on any of the TVCC campuses. Students will be charged the standard TVCC tuition rate and TVCC will keep the tuition revenue and fund the cost of instruction. UT Tyler will count the credit hours and transcribe the courses on the UT Tyler transcript. These courses will be cross listed at both campuses and transferred back to TVCC for participating students to earn their associate degree.
  - ii) UT Tyler courses offered on UT Tyler campuses and on-line: Participating students would be required to pay the UT Tyler tuition rate for these courses to UT Tyler.
- c) Financial Aid: Financial Aid will be offered and authorized through the TVCC campus until the student completes all TVCC program requirements and starts full-time at UT

Tyler.. In compliance with federal regulations (34 CFR § 668.5) the Institutions will enter into a separate Consortium Agreement for the purpose of providing federal financial aid to students in the Co-Enrollment Program.

- d) Scholarships: Students will be eligible for UT Tyler scholarship consideration after transition to full time enrollment at UT Tyler. Students may qualify for scholarships while at TVCC for TVCC coursework.
- e) Orientation: Students will be required to participate in, and pay any fees associated with a joint orientation program provided by TVCC and UT Tyler prior to the start of the Co-Enrollment program.
- f) Housing: Participating students are eligible for housing at UT Tyler after transitioning to full time enrollment at UT Tyler. Students may be eligible for on-campus housing at TVCC while attending TVCC under the Co-Enrollment program.
- g) Communication and Marketing: Both institutions agree to cooperate in communicating information about this Agreement.
  - i) Coordinate visitation trips to UT Tyler and assist, advertise, promote, and facilitate transfer events.
  - ii) Coordinate information to advertise and inform students of the opportunities for Co-Enrollment. Each Institution will assume responsibility for appropriate marketing to reach their respective student populations and will jointly review marketing materials on an annual basis to ensure accuracy.
- h) Student Records: TVCC will obtain student consent to share information with UT Tyler on a semesterly basis or as needed to communicate with students and facilitate Co-Enrollment. Students' academic and disciplinary records will be maintained and kept current at both institutions.
- i) Transfer of Credit: Core component areas that have been completed at TVCC will transfer and apply to the equivalent core component area at UT Tyler. If the students is not "Core Complete" from TVCC, grades of "D" earned in individual core component areas will not transfer. Certain programs may require specific core classes as part of their program sequence. The advisors at both TVCC and UT Tyler will guide students in the selection of these required courses.
- j) Reverse Transfer Process: To facilitate TVCC's ability to offer reverse transfer associate degrees in accordance with the State of Texas *Building a Talent Strong Texas* Strategic Plan Initiative, the Offices of the Registrar at UT Tyler and at TVCC agree to follow the credit transfer for associate degree procedure in Tex. Educ. Code § 61.833 and any applicable rules.
- k) Data Sharing: UT Tyler and TVCC agree to exchange data that will contribute to the maintenance and improvement of the Co-Enrollment Program and promote effective

cooperation between the two Institutions and agree to protect students' privacy and guard against the unauthorized release of identifying student information and records in accordance with the Family Educational Rights and Privacy Act (FERPA), and comply with all applicable requirements regarding data sharing and storage of student records.

TVCC and UT Tyler will provide each other student data upon request by the other institution. TVCC agrees that data transferred from UT Tyler to TVCC is and shall remain the sole and exclusive property of UT Tyler. UT Tyler agrees that the data transferred from TVCC to UT Tyler is and shall remain the sole and exclusive property of TVCC. UT Tyler and TVCC acknowledge that educational records maintained by each institution are subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) and the regulations promulgated under its authority. Both Institutions agree to comply with FERPA regulations and implement appropriate procedures to ensure that confidential information is not disclosed or distributed.

## Terms of Agreement and Termination

1. This Agreement shall remain in effect for a period of Five (5) years, or until terminated earlier, pursuant to the terms herein.
2. Termination and renewal of this Agreement:
  - a) This Agreement shall commence on 10/31/2024 and expire on 10/31/2029 ("Term").
  - b) Prior to the expiration of the Term, this Agreement may be renewed, for a period not to exceed five years, upon the mutual written consent of both institutions.
  - c) Prior to the expiration of the Term, this Agreement may be terminated by either institution providing written notice of its intent to terminate to the other institution. If the termination is due to a material breach and is for cause, then ninety (90) days' written notice must be provided. If one of the Institutions desire to terminate this Agreement without cause, then it must notify the other Institution by May 1 that the program will terminate prior to the next academic year. This Agreement may also be terminated by mutual written consent.
  - d) The notice of termination must be provided no later than May 1 prior to the desired date of termination.
  - e) In the event this Agreement is terminated, for a student admitted to the program prior to the termination, both institutions agree to abide by the Co-enrollment

program practices in effect when the student was admitted and, furthermore, agree that the student will be allowed to complete the program.

- f) In the event that either Institution loses its accreditation status, this Agreement will terminate.
3. This Agreement will be filed with the Offices of Academic Affairs at UT Tyler and TVCC.
4. All required notices, demands, requests, and other communications shall be presented in writing and shall be deemed to have been given when personally delivered, mailed or emailed to the administrators of the corresponding institution.
5. This Agreement may be amended at any time in writing upon signature of authorized representatives of both Institutions.
6. This Agreement is non-exclusive, and allied Institutions may enter into similar agreements with any other collaborator.
7. **No Waiver of Immunity.** Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by either Institution of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.
8. **Compliance with Laws and Regulations.** Each Party will each comply with all state and federal laws applicable to this Agreement, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and accountability Act (HIPAA), Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, as amended; applicable provisions of the Texas Education Code and Texas Government Code.
9. **Dispute Resolution.** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used to resolve a dispute arising under the Agreement.
10. **Nondiscrimination.** In their execution of this Agreement, the Parties, and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. To the extent not in conflict with federal or state law, the Parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.
11. **Notice.** Amendment, renewal or extension of this Agreement will require the written

agreement of both Institutions. Notice of termination by either Party to the other shall be in writing and addressed to the Party identified below with return receipt requested, or by personal delivery:

The University of Texas at Tyler  
Sarah Bowdin  
Assistant Vice President for Academic Success  
3900 University Boulevard  
Tyler, Texas 75799

Trinity Valley Community College  
Dr. Spencer Wagley  
Vice President of Instruction/SACSCOC Accreditation Liaison  
100 Cardinal Drive  
Athens, Texas 75751

12. The laws of the State of Texas (U.S.A.) shall govern the interpretation and application of this Agreement. Any dispute arising out of this Agreement, or its operation, performance or nonperformance shall be resolved in accordance with Texas law and venue shall be solely and exclusively in the courts located in Smith and or Anderson, Henderson, Kaufman, or Rains Counties, Texas, U.S.A.

This Agreement providing assurances of seamless transfer for approved certificates and degrees and core completion, as well as alignment and promotion of advising, student support services, financial aid and scholarships will be authorized upon approval and signature of both institutions.

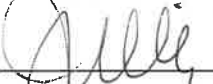
This Agreement shall take effect upon execution by both signatories.

IN WITNESS WHEREOF, the Institutions hereto have caused this Agreement to be executed by their authorized officers the last day and year written below.

**Signatures:**

**The University of Texas at Tyler**

Referred to herein as "UT Tyler"

  
\_\_\_\_\_  
Dr. Julie V. Philley Date 31-Oct-2024

**Trinity Valley Community College**

Referred to herein as "TVCC"

  
\_\_\_\_\_  
Dr. Jason Morrison Date 10/31/24



President, The University of Texas at Tyler

President, Trinity Valley Community College

 10/31/24

Dr. Amir Mirmiran  
Provost and Vice President  
For Academic Affairs

Date