AGREEMENT

Between

PALO VERDE COMMUNITY COLLEGE DISTRICT

And

MOHAVE COMMUNITY COLLEGE

PREAMBLE

This Agreement is entered into between the Palo Verde Community College District (hereinafter referred to as PVCCD), an "agency" of the State of California and the Mohave Community College (hereinafter referred to as MCC). The purpose of the Agreement is to establish a tuition reciprocity program (hereinafter referred to as The Program) to enable selected undergraduate students from California to enroll at MCC with authorization to pay Arizona resident tuition rates, and to enable selected undergraduate students from the State of Arizona to enroll at PVCCD with authorization to pay California tuition rates prescribed in California Educational Code § 76140(j).

STATEMENT OF PURPOSE

A. In order to improve educational opportunities for the students of their respective states, PVCCD and MCC have identified circumstances in which students from each state would have authorization to pay resident tuition rates per A.R.S. § 15-1425 (Arizona) and reciprocity rates per Education Code § 66803 and § 76140 (California).

B. PVCCD is authorized to enter into this Agreement pursuant to the California Education Code § 66801 (b) (1) and MCC is authorized to enter into this Agreement pursuant to A.R.S. § 15-1444, § 15-1425 and § 11-951.

AGREEMENT

In consideration of mutual promises contained herein, PVCCD and MCC agree as follows:

A. The Agreement is effective on October 1, 2015. The Agreement will terminate on June 30, 2018. A performance review by PVCCD and MCC shall be conducted annually. During the annual review, either party may request amendments to the Agreement. Either party may terminate the Agreement at any time, provided that at least ninety (90) days prior written notice is given.

B. In the event that either PVCCD or MCC decides to downsize or terminate this Agreement, the parties will ensure that students already in The Program will be allowed to continue in The Program as long as they are continually enrolled in order to complete their program of studies or degree.

C. Subject to requirements of Subdivision (6) of California Education Code § 76140, students participating in the program from the State of Arizona may enroll at a participating community college in the State of California and will not be subject to non-resident tuition. However, if an Arizona student is claimed for California apportionment, they will pay the fee per unit as prescribed in California Education Code §76140(j).

D. California residents admitted to enroll in MCC will not be required to meet higher standards for matriculation to Arizona colleges than are required for Arizona students.

E. Arizona residents admitted to enroll in PVCCD will not be required to meet higher standards for matriculation to California colleges than are required for California students.

F. The participating institutions will fulfill the following requirements:

1. Determine the uniform eligibility and selection criteria to be used by both states in determining which undergraduate students living in its state can participate in The Program.
2. Develop the uniform eligibility criteria to be used by both states in determining which persons living in the other state may participate in The Program. For this purpose this agreement is only effective for those students duly enrolled at PVCCD and/or MCC. This agreement does not apply to other residents of the state of California or Arizona not enrolled to take classes at either college.
3. Refrain from discrimination on the basis of national origin, religion, age, gender, race, ethnicity, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, or pregnancy.
4. Designate an official from each participating community college with the responsibility to:
    a. Accurately evaluate student's eligibility for The Program.
    b. Charge the selected participants the reciprocity rate, with the exception that California students enrolled in MCC Allied Health programs not eligible for the Western Interstate Commission for Higher Education (WICHE) Western Undergraduate Exchange Program (WUE) will be charged the out-of-state tuition rate by MCC.
    c. Maintain records of The Program at their higher education institution.

G. Both institutions agree to share student record information in accordance with FERPA for the purpose of providing admission, academic counseling, financial aid, and other services. All educational records are released subject to the confidentiality provisions of appropriate state and federal laws and regulations. All such information may be retained in the records of both systems.

H. No money shall be exchanged between the State of California and the State of Arizona for the waiver of the non-resident tuition differential. Each party shall be responsible for budgeting, obtaining and managing any funds required to perform its duties and obligations under the Agreement. Each party agrees to budget for and take such other action as is required to carry out its duties and obligations under this Agreement.

I. The Agreement shall not preclude the districts from working together to provide for other exchange agreements to facilitate other cooperative programs, facility and lab sharing or other educational services that can expand the educational opportunities for students residing within the Colorado River Corridor.

J. This Agreement may be canceled pursuant to A.R.S. § 38-511, and or pursuant to the California Education Code § 66801, the pertinent provisions that are incorporated by reference.

K. PVCCD and MCC will cooperate to the greatest extent practical for the effective operation of The Program.

The parties have executed this Agreement as of the date written below.

Palo Verde Community College District	**Mohave County Community College District**
_____	_____
Donald G. Wallace, PhD Date Superintendent/President	Michael J. Kearns, DDS, MBA Date President
_____	_____
Dr. George W. Thomas Date President, Board of Trustees	Dr. Julie Bare Date President, District Governing Board