AGREEMENT
between
Palo Verde Community College District
and
Yuma/La Paz Counties Community College District
(dba, Arizona Western 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 Yuma/La Paz Counties Community College District (dba, Arizona Western College) (hereinafter referred to as AWC). 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 AWC with authorization to pay Arizona resident tuition rates, and to enable up to an equal number of selected students from the State of Arizona to enroll at PVCCD with authorization to pay California resident tuition rates.

STATEMENT OF PURPOSE

A. In order to improve educational opportunities for the students of their respective states, PVCCD and AWC 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 Education Code Sections 76140 and 66803 (California).*
B. PVCCD is authorized to enter into this Agreement pursuant to Section 66801 (b)(l) of the California Education Code and AWC is authorized to enter into this agreement pursuant to A.R.S. § 15-1444B4, § 15-1425 and § 11-951.

AGREEMENT

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

A. The Agreement is effective on July 1, 2014. The term of the Agreement shall be for three (3) years and the Agreement will terminate on June 30, 2017. A performance review by AWC and PVCCD 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.

   In the event that either PVCCD or AWC 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.

B. Subject to requirements of Subdivision 6) of California Education Code Section 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 a fee per unit as prescribed in California Education Code Section 76l40(k).

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

   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.

D. 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 persons/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.
   3. Refrain from discrimination on the basis of race, sex, national origin, religion, age, or handicap in the administration of The Program.
   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 resident/in-state tuition rate.
      c. Maintain records of The Program at their higher education institution.

E. 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.

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

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

H. PVCCD and AWC 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		**Arizona Western College**	
		Glenn E. Mayle	5/20/14
Dr. Donald G. Wallace Superintendent/President	Date	Dr. Glenn E.Mayle President, AWC	Date
		Dennis Booth	5/20/14
Ermila Rodriguez President, Board of Trustees	Date	Dennis Booth President, District Governing Board	Date