

CALIFORNIA AND NEVADA INTERSTATE ATTENDANCE AGREEMENT

This Interstate Attendance Agreement (“Agreement”) is made on _____, 2016, by and between the California Community College Board of Governors (“BOG”) and the Board of Regents of the Nevada System of Higher Education (“BOR”). The BOG and the BOR shall collectively be referred to as “the Parties”.

WHEREAS, California Education Code Section 66801 authorizes the BOG to enter into an interstate attendance and tuition reciprocity agreement with a statewide public agency of another state; and

WHEREAS, California Senate Bill 605 (2015, Gaines) amended California Education Code Section 76140 to authorize a nonresident tuition exemption for students who attend Lake Tahoe Community College and have residence in certain communities in the state of Nevada; and

WHEREAS, Nevada Revised Statutes 396.543 authorizes the BOR to enter into a reciprocal agreement with another state for the granting of nonresident tuition fee waivers; and

WHEREAS, Nevada Senate Bill 414 (2015, Settelmeyer) encouraged the BOR to enter into a reciprocal agreement with the State of California to authorize waivers of nonresident tuition to residents of Nevada and California in the Lake Tahoe Basin consistent with the provisions of California Senate Bill 605; and

WHEREAS, Lake Tahoe Community College in South Lake Tahoe, California (“LTCC”), is in a unique location where residents of certain communities in the Nevada portion of the Lake Tahoe Basin reside in close proximity to LTCC; and

WHEREAS, Western Nevada College in Carson City, Nevada (“WNC”), is in a unique location where residents of certain communities located in the California portion of the Lake Tahoe Basin reside in close proximity to WNC; and

WHEREAS, the Parties desire to provide access to higher education in rural communities to ensure a competitive socioeconomic environment and educated citizenry in the Lake Tahoe Basin; and

WHEREAS, the Parties desire to encourage cooperation between LTCC and WNC, creating a cooperative framework for regional collaboration within the Lake Tahoe Basin; and

WHEREAS, the Parties desire to establish a tuition reciprocity program (“Reciprocity Program”) to enable California residents in the Lake Tahoe Basin to enroll at WNC, and Nevada residents in the Lake Tahoe Basin to enroll at LTCC, at discounted tuition rates.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Recitals

The foregoing Recitals are true and correct and made a part hereof.

2. Purpose and Intent

The California and Nevada State Legislatures have clearly articulated a desire to establish a Reciprocity Program in the Lake Tahoe Basin that would allow California and Nevada residents to attend LTCC and WNC at a discounted rate. This Agreement is intended to establish the basic duties and responsibilities of the Parties related to the Reciprocity Program.

3. Reciprocity Program

(a) Participating Educational Institutions. LTCC in California and WNC in Nevada are the educational institutions designated to participate in the Reciprocity Program.

(b) Eligible Nevada Residents. A student who attends LTCC and who has residence, consistent with California Education Code Section 76140(a)(6)(B), in one of the following Nevada communities is eligible to participate in the Reciprocity Program:

- i. Incline Village
- ii. Kingsbury
- iii. Round Hill
- iv. Skyland
- v. Stateline
- vi. Zephyr Cove

(c) Eligible California Residents. A student who attends WNC and who has residence in the State of California within the jurisdictional boundaries of the Lake Tahoe Community College District is eligible to participate in the Reciprocity Program.

(d) Residence Determination. Consistent with California Education Code Section 76140(a)(6)(C), the governing board of the Lake Tahoe Community College District shall adopt rules and regulations for determining a Nevada student's residence classification and for establishing procedures for an appeal and review of the residence classification. Similarly, WNC shall determine uniform eligibility and selection criteria to be used in determining which students living in California may participate in the Reciprocity Program.

(e) California Fees. Subject to the requirements of California Education Code Section 76140, an eligible Nevada resident participating in the Reciprocity Program may enroll at LTCC and shall not be subject to non-resident tuition fees. The student shall pay a per unit fee that is three times the amount of the fee established for residents consistent with California Education Code Section 76140(j).

(f) Nevada Fees. An eligible California resident participating in the Reciprocity Program may enroll at WNC and shall not be subject to non-resident tuition fees. WNC may require that eligible California residents pay a per unit registration fee equal to the Western Undergraduate Exchange rate approved by the BOR or a per unit fee that does not exceed the fee identified in Section 3(e) above.

(g) Program Participation. The Parties intend residents of their respective states to be exchanged on a one-to-one basis. The Parties may modify the Reciprocity Program at any time that it appears that there is a substantial imbalance in the number of students participating in the Reciprocity Program from either state, consistent with the terms of this Agreement. No more than one hundred (100) Nevada residents shall be exempted from payment of a California nonresident tuition fee under this Agreement in any academic year. No more than one hundred (100) California residents shall be exempted from payment of a Nevada nonresident tuition fee under this Agreement in any academic year.

(h) Institutional Standards. Students admitted to LTCC or WNC through the Reciprocity Program must meet the general criteria established by each respective institution. California students shall not be required to meet higher standards for matriculation to WNC than are required for Nevada residents. Nevada students shall not be required to meet higher standards for matriculation to LTCC than are required for California residents.

(i) Institutional Responsibilities. LTCC and WNC shall each designate an official who is responsible for:

- i. Evaluating student eligibility for participation in the Reciprocity Program.
- ii. Charging Reciprocity Program participants the appropriate reduced tuition rate.
- iii. Maintaining Reciprocity Program records, including the number of participating students at each institution.
- iv. Providing the Parties with information regarding Reciprocity Program participation, including a written Reciprocity Program summary report at the end of each academic year.

4. Financial Provisions

(a) No Payments. No money shall be exchanged between the Parties for the administration of the Reciprocity Program. LTCC and WNC shall each be responsible

for budgeting, obtaining, and managing any funds required to perform the duties and obligations in this Agreement. LTCC and WNC shall each budget for and take such actions as are necessary to accomplish the goals of the Reciprocity Program and this Agreement.

(b) No Additional State Funds. No additional state funds shall be required to carry out the provisions of this Agreement.

5. General Terms

(a) Term. Statutory authorization for this Agreement expires on July 1, 2022. Accordingly, this Agreement will terminate on July 1, 2022 unless extended by the Parties consistent with the terms of this Agreement.

(b) Termination. This Agreement may be terminated, with or without cause, at any time by providing the other Party with ninety (90) days written notice. In the event that either Party decides to terminate this Agreement or reduce Reciprocity Program enrollment, both Parties shall ensure that participating students will be allowed to continue in the Reciprocity Program at reduced tuition rates as long as they are continually enrolled and making normal progress toward a certificate or degree.

(c) Review. The Parties may review the performance of the Reciprocity Program at any time and agree to assist in the review of the Reciprocity Program by the other Party. The Parties may amend the Reciprocity Program and this Agreement at any time that it appears that there is a substantial imbalance in the number of students participating in the Reciprocity Program from either state, consistent with the terms of this Agreement.

(d) Amendments. This Agreement may not be altered, amended, modified or otherwise changed, except by a writing duly executed by each of the Parties.

(e) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(f) Other Educational Services. This Agreement shall not preclude either Party from working together to facilitate distance learning, cooperative programs, or other educational services that can expand educational opportunities for California and Nevada students.

(g) Further Cooperation. The Parties agree to cooperate to the greatest extent practical for the effective implementation of the Reciprocity Program.

(h) Effective Date. This Agreement shall be effective upon execution by both Parties, or as of the date first set forth above, whichever is later.

IN WITNESS WHEREOF, the Parties have caused their authorized representatives to execute this Agreement as of the dates written below.

**The State of California, By and
Through the Board of Governors for
The California Community Colleges:**

**The State of Nevada, By and
Through the Board of Regents of
The Nevada System of Higher Education:**

Signature

Signature

Print Name

Print Name

Title

Title