



**GOVERNING BOARD AGENDA ITEM
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

DATE OF MEETING: August 11, 2026

TITLE: Approval of Intergovernmental Agreement for Free Application for Federal Student Aid (FAFSA) Peer Coach Program with the Arizona Board of Regents (ABOR) and Metro Education Commission (MEC)

BACKGROUND:

In Summer 2025, representatives from the Arizona Board of Regents (ABOR) and Metro Education Commission (MEC) invited Amphitheater Public Schools to participate in a collaborative partnership to promote completion of the Free Application for Federal Student Aid (FAFSA).

The FAFSA is designed to help students qualify for financial aid that would cover, partially or entirely, costs associated with enrollment in a college, university, or post-secondary educational institution. In 2024, Arizona ranked 49th in the United States in completion of the FAFSA, resulting in the Class of 2024 missing out on over \$120 million in Pell Grants. Research shows that seniors who complete the FAFSA are 84% more likely to enroll in post-secondary educational programs.

The FAFSA Peer Coach Program is designed to inform, promote, and assist students in completing the free application. The program includes funding for two student FAFSA Peer Coaches (\$1,000) and one staff member who would serve as a FAFSA Peer Coach Advisor (\$2,000), from each high school. Additionally, the program will continue to provide \$1,200 in funding for purchase of materials and other resources necessary to support the site's work in promoting FAFSA.

In early August, ABOR informed participating districts that the grant opportunity had been renewed and extended another two years. The attached IGA, which has been reviewed by legal counsel, will renew and extend our agreement with the Arizona Board of Regents and Metro Education Commission through the 2027-2028 school year.

RECOMMENDATION:

This item is presented for the Board's action. The administration recommends approval of the attached Intergovernmental Agreement.

INITIATED BY:

Matthew Munger
Associate Superintendent for Secondary Education

Date: August 10, 2026

Todd A. Jaeger, J.D., Superintendent

FAFSA Peer Coach Project Intergovernmental Agreement
between
Amphitheater Public School District and Arizona Board of Regents

This Free Application for Federal Student Aid ("FAFSA") Peer Coach Project Agreement ("Agreement") is made between **Amphitheater Public School District** ("District") and the Arizona Board of Regents ("ABOR") on behalf of the following schools:

Participating District
Amphitheater Public School District
Amphitheater High School
Canyon del Oro High School
Ironwood Ridge High School

Pursuant to A.R.S. § 11-952, ABOR and District may enter into agreements with each other for joint cooperative action provided each agency has been authorized by their legislative or other governing body.

This Agreement sets forth the entire understanding and agreement between the parties regarding their participation in the FAFSA Peer Coach Project ("PROJECT"), an effort supported by ABOR, in collaboration with partner schools to increase FAFSA completion and create a college-going community at the high school level. The PROJECT mobilizes influential students to serve as FAFSA Peer Coaches to bring FAFSA awareness and support completing the application at high school FAFSA events and 1:1 support for students and families. Throughout the school year, FAFSA Peer Coaches and the FAFSA Peer Coach Advisors will receive extensive training on the FAFSA.

Funding for the PROJECT was approved by ABOR and is intended to support the PROJECT for the 2026-2027 and 2027-2028 academic years. The Arizona Board of Regents is supporting the PROJECT as part of the Arizona FAFSA Challenge ("AZ FAFSA Challenge").

I. Term of Agreement

The Agreement shall be effective as of date of last signature and shall remain in effect until June 30, 2028, unless terminated or extended as otherwise provided herein. This Agreement replaces and supersedes any existing agreements regarding the PROJECT.

II. Definitions:

1. **"FAFSA Peer Coach" or "Peer Coach":** A senior high school student who works as a peer-to-peer coach to help their fellow classmates learn about the FAFSA and complete the application.
2. **"FAFSA Peer Coach Advisor" or "Peer Coach Advisor":** A designated District staff member on each High School campus who sponsors and leads the FAFSA Peer Coaches.

3. **FAFSA Peer Coach Program:** An individual High School's activities under this Agreement aimed at fulfilling the goals of the PROJECT.

III. Roles and Responsibilities

1. **Arizona Board of Regents:** agrees to do the following in support of the PROJECT:
 - a. Host an informational webinar to provide information regarding the PROJECT and allow a Q&A session for participants.
 - b. Hold a FAFSA Peer Coach Advisor webinar to provide additional information regarding the PROJECT, FAFSA Peer Coach recruitment strategies, FAFSA training timeline, and FAFSA workshop planning best practices.
 - c. Develop, in conjunction with university and FAFSA experts, resources on how to complete the 2027-2028 and 2028-2029 FAFSA to share with participating High Schools.
 - d. Hold FAFSA Peer Coach training workshops at the beginning of the Fall and Spring semester for Peer Coaches to ensure that they are getting the support and FAFSA training they need to be successful.
 - e. Provide support for FAFSA Peer Coaches and FAFSA Peer Coach Advisors to drive strategies, interventions, collaboration, and best practices.
 - f. Based upon the District's reported number of Peer Coach Advisors and Peer Coaches for the 2026-2027 and 2027-2028 academic years, ABOR will disburse a lump sum payment by September 1, 2025, to the District for the District to pay as follows:
 - i. Payment of FAFSA Peer Coach Advisor stipends in the amount of \$2,000 to each school's Peer Coach Advisor upon their successful completion of the Peer Coach Advisor tasks. Districts may divide this \$2,000 into \$1,000 at the end of the Fall semester and \$1,000 at the end of the Spring semester. District must confirm total number of FAFSA Peer Coach Advisors by August 24, of each year.
 - ii. Payments to the student FAFSA Peer Coaches in the amount of \$1,000.00 to be paid \$500 in the Fall and \$500 in the Spring in accordance with the School's/District's policies. FAFSA Peer Coaches are expected to spend approximately 35 hours per semester in training or achieving their Milestones (See Attachment A). The District will receive one FAFSA Peer Coach per 100 seniors, up to a maximum of four FAFSA Peer Coaches per School, using the prior year's enrollment data. District must confirm total number of FAFSA Peer Coaches by August 24 of each year.
 - iii. Each high school is eligible to receive a total of up to \$1,200 from the Southern Arizona Education Council (SAZEC) to assist with supporting their FAFSA events as set forth below. Schools must include their plans for utilizing this funding in their strategic plans that outline their workshop events dates. The funding will be available upon request through a formal process established by SAZEC. High schools seeking the additional \$1,200 from SAZEC must follow SAZEC's formal request process. ABOR has no control over the SAZEC process and is not responsible for SAZEC distributions.
 - g. Provide t-shirts, advertising, and promotional items for use by FAFSA Peer Coaches and High Schools.
 - h. Track the School District's FAFSA completion progress.

2. **District:** In coordination with ABOR, per ABOR's incremental roll out plan, the District agrees to do the following activities in support of the PROJECT:
- a. Identify the staff member at each participating High School in the District (See Attachment A) that will be the FAFSA Peer Coach Advisor for the High School's FAFSA Peer Coach Program and share with ABOR.
 - b. Ensure the FAFSA Peer Coach Advisor(s) and FAFSA Peer Coaches from each participating High School attend the FAFSA Peer Coach Southern Arizona Kick-Off Training on September 14, 2026. FAFSA Peer Coach Advisors and Peer Coaches for the 2027-2028 school year will be required to attend similar training on a date to be determined in the future.
 - c. In accordance with the Peer Coach Recruitment, Qualifications, Responsibilities, Training and Objectives (Attachment A) the FAFSA Peer Coach Advisor(s) will identify and engage FAFSA Peer Coaches at each participating High School who represent the unique and diverse population of students at the High School to promote FAFSA completion, including assisting, promoting, leading, and participating in the following events:
 - i. FSA ID Workshops,
 - ii. College Application Campaign Workshops,
 - iii. FAFSA Workshops.
 - d. Support the promotion of FAFSA awareness and completion events for students and families at participating High Schools
 - e. Ensure each participating High School's FAFSA Peer Coach Advisor(s) and FAFSA Peer Coaches attend FAFSA completion training in September, as well as additional training during the academic year.
 - f. Develop and submit a roadmap to ABOR with the goal of increasing FAFSA completion rate of the participating high school by 5% from the previous year. The increase will be calculated in accordance with ABOR's guidance provided to the high school.
 - g. Complete the requisite entries in ABOR's accounting system.
 - h. Provide an end of year expenditure report to ABOR for funds provided under Section 1(f) and return any unused funding to ABOR by June 30 of the applicable year.

IV. Entire Agreement/No Amendment

This Agreement incorporates the complete understandings between District and ABOR concerning the subject matter hereof. No prior Agreement, verbal representations, or understandings shall be valid or enforceable unless embodied in this Agreement. This Agreement may be modified only upon the express written approval of both parties hereto.

V. Termination of Agreement

This Agreement may be terminated, with or without cause by the District or ABOR at the end of any academic year by delivering the other party 30 days written notice.

This Agreement may be terminated by either party upon 30 days written notice to the other party if the other party breaches any material term of the agreement.

Any notice of termination shall not negate obligations already incurred or required to be performed prior to the effective date of the termination.

VI. Governing Law

The District and ABOR agree that this Agreement shall be governed by the laws of the State of Arizona, and that any dispute arising out of this Agreement shall be resolved in a court sitting in Maricopa County, Arizona.

VII. Severability

If one or more of the provisions, or any portion of any provision, in this Agreement is/are deemed void or is/are by law unenforceable or become unenforceable, the parties to this Agreement agree that a court may sever that portion of the Agreement. The parties further agree that all other provisions not deemed void or unenforceable will continue in full force and effect.

VIII. Counterparts/Facsimiles

This Agreement may be executed in one or more counterparts. Facsimile copies hereof and facsimile signatures thereon shall have the same force and effect as originals.

IX. Notices

All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be effective and delivered as follows: (i) if delivered by hand or by courier, upon personal delivery to the party to whom it is addressed; (ii) if delivered by fax/telecopy, upon receipt of confirmation that successful facsimile transmission has occurred, provided a copy of the notice is also mailed to the recipient via U.S. Mail on the date of such transmission; and (iii) if mailed via registered or certified mail, return receipt requested, postage prepaid, 3 business days following deposit in the U.S. Mail. Delivery by any means other than those listed above is invalid. For purposes hereof, the parties notice information is set forth below:

To Arizona Board of Regents:

2700 N. Central Ave. Suite 400
Phoenix, AZ 85004
Attn: Assistant Director, Business and Finance
Lisa.Kautz@azregents.edu
Phone 602-229-2554

To District:

Amphitheater Public School District
701 W. Wetmore Road
Tucson, AZ 85705
Attn: Superintendent Todd A. Jaeger, J.D.
tjaeger@amphi.com
Phone: (520) 696-5000

X. Communications and Public Relations

District agrees that ABOR shall initiate the preparation and distribution of news releases, or promotional materials, the development of a public relations strategy, including special events, news conferences or other public announcements regarding the PROJECT. ABOR shall work with the District's communications department on any of the aforementioned activities.

XI. Mandatory Terms

The parties shall comply with the mandatory state contract terms set forth in the Addendum of Mandatory Contract Provisions, Attachment B, which shall take precedence over any conflicting contract terms.

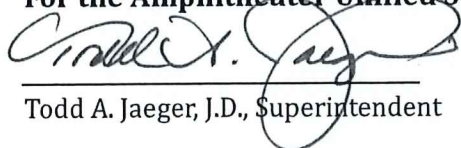
IN WITNESS WHEREOF, ABOR and District have executed this Agreement as of the date set forth below the signature of each Party's duly authorized representative.

For the ARIZONA BOARD OF REGENTS:

Chad Sampson, Executive Director

Date

For the Amphitheater Unified School District:



Todd A. Jaeger, J.D., Superintendent

8-10-26

Date

IGA DETERMINATION - ABOR

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by legal counsel for ABOR.

Approved as to form:

ABOR General Counsel

Date

IGA DETERMINATION - DISTRICT

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by legal counsel for the District.



Amphitheater Unified School District General Counsel

08/05/2026

Date

ATTACHMENT A
Peer Coach Recruitment, Qualifications,
Responsibilities, Training and Objectives

The FAFSA Peer Coach Project mobilizes influential students to serve as FAFSA Peer Coaches to bring FAFSA awareness and support with completing the application at high school FAFSA events and 1:1 support for students and families. Throughout the school year, students and their FAFSA Peer Coach Advisors will receive extensive training on the FAFSA.

Training topics include:

- Creating a studentaid.gov account;
- An overview of the college application and FAFSA process;
- Strategic FAFSA completion outreach tips;
- Statewide FAFSA resources and materials available to support their efforts;
- Respecting student and parent confidentiality; and
- Team building.

KEY ROLES:

FAFSA Peer Coach - A senior high school student who works as a peer-to-peer coach to help their fellow classmates learn about the FAFSA and complete the application.

FAFSA Peer Coach Advisor – A designated staff member on each High School campus who sponsors and leads the FAFSA Peer Coaches.

Arizona Board of Regents and the Arizona FAFSA Coalition - Support for FAFSA completion efforts, including coordination of events and training for FAFSA Peer Coaches and FAFSA Peer Coach Advisors.

Peer Engagement Model FAFSA Peer Coaches will work in conjunction with their FAFSA Peer Coach Advisor. Each FAFSA Peer Coach and high school FAFSA Peer Coach Advisor will take part in regular trainings while engaging in on-going outreach among their friends and classmates. The FAFSA Peer Coach Advisor will serve as the FAFSA Peer Coach Program contact and will guide and support the FAFSA Peer Coaches with their FAFSA awareness and outreach efforts.

Recruitment

Participating High Schools will identify students who serve as “influencers” in their peer groups.

FAFSA Peer Coach Qualifications:

- 12th grade student for one of the following time periods:
 - o August 2026 to May 2027
 - o August 2027 to May 2028
- Campus influencer - A campus influencer is a student who will work with their FAFSA Peer Coach Advisor to tap into all social networks and peer groups throughout campus, and help build a more devoted, supportive, and engaging school culture regarding FAFSA awareness and completion.
- Demonstrates interest in going to college (two or four year).
- Actively engaged in FAFSA completion.

- Strong communicator with a willingness to give presentations and speak to a wide range of students and parents about FAFSA.
- Creative thinker.
- Tech and social media savvy.
- Bilingual is preferred but not required.
- Responsible and reliable.
- Willingness to commit to the entire school year (August to May).
- Willingness to attend trainings.
- Willingness to attend high school FAFSA events.
- Representative of the school population.

FAFSA Peer Coach Responsibilities

- Commit to serve as a FAFSA Peer Coach for one of the following time periods:
 - August 2025 to May 2026
 - August 2027 to May 2028
- Participate in Peer Coach trainings, and team meetings.
- Brainstorm creative and innovative approaches to student, family, and community engagement.
- Act as direct outreach to peer groups:
 - Use relevant technology to help peers (i.e. "Benji," see, <https://www.askbenji.org/>);
 - Communicate with students about the FAFSA;
 - Create peer-to-peer video promoting FAFSA completion;
 - Provide encouragement and support to classmates.
- Promote and attend postsecondary-related events.
- Complete surveys on the effectiveness of the high school's FAFSA Peer Coach Program.

Training

ABOR and statewide partners will provide training on the FAFSA to all FAFSA Peer Coaches and FAFSA Peer Coach Advisors to help them gain an understanding of the application, documents needed to complete the application, FAFSA myths and facts, and statewide resources available. In addition, the FAFSA Peer Coaches will develop practical leadership skills and community organizing techniques.

Timeline

May-August: Participating in high schools to recruit, interview, and select FAFSA Peer Coaches.

September: Build FAFSA awareness and attend Peer Coach training.

October: FSA ID and FAFSA workshops along with College Application workshop.

November - December: Attend Mandatory meeting, Small Targeted Groups.

January - April: Continued Targeted Support.

FAFSA Peer Coach Objectives

The FAFSA Peer Coach Advisor(s) will ensure that each Peer Coach reaches these milestones and will oversee that their peer coaches submit the milestone tracking form for each semester to ensure that all milestones are met.

Fall 2026 and Fall 2027

Milestones	Actions & Ideas
Milestone 1: Attend two FAFSA Peer Coach Trainings held by ABOR during the Fall Semester.	Fall Semester: • In-Person: Wednesday, September 14, 2026. • Virtual: Thursday, November 5, 2026.
Milestone 2: Support a College Application Campaign event at your School. FAFSA Peer Coach must complete a minimum of one postsecondary application. .	• Support your school at a College Application Campaign workshop. • Support in-person college application events at your school. • Support district wide college application events (if applicable).
Milestone 3: Peer coaches will work with their advisor to develop a FAFSA Peer Coach strategy that includes using peer-to-peer social media to promote the FAFSA among their peer	• Create and post FAFSA videos, tips, deadline reminders, myth vs. facts. • Share flyers, announcements, promote FAFSA events. • Partner with clubs, staff, and student leaders.
Milestone 4: Support an FSAID & FAFSA event at your school. The Peer Coach must also create FSAID and complete the FAFSA or CSS profile is unable to complete the FAFSA	• Support your school at an FSAID & FAFSA workshops. • Support in-person FSAID & FAFSA events at your school. • Support district wide FSAID and FAFSA awareness events (if applicable).
Milestone 5: Lead peer-to-peer FAFSA outreach by integrating FAFSA awareness and support into existing student spaces such as	Partner with your FAFSA Peer Coach Advisor and Peer Coach team to deliver FAFSA brief presentations, share key FAFSA information, and answer questions in settings like AVID, English, economics or government classes, and sports teams.

clubs, classrooms, and athletic programs.	
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FAFSA Peer Coach Milestones
Spring 2027 and Spring 2028

Milestones	Actions & Ideas
Milestone 1: Attend two FAFSA Peer Coach Trainings held by ABOR during the Spring Semester.	Spring Semester: - Virtual: Wednesday January 20, 2027. - In-person TBD.
Milestone 2: Lead targeted outreach to support FAFSA completion among priority student groups.	Work with your FAFSA Peer Coach Advisor to identify and engage seniors who have not yet completed the FAFSA, conduct direct outreach (texting, social media, or in-person), share reminders about deadlines, and encourage participation in FAFSA completion events or one-on-one support sessions.
Milestone 3: Support a FAFSA event at your school.	- Support your school at a FAFSA workshop, assisting at the event and promoting it. - Support virtual or in person district FAFSA events (if applicable). - Be available for “walk-ins” through breakout rooms during school events.
Milestone 4: Celebrate the future postsecondary plans of your peers during AZ Decision Day while incorporating FAFSA completion.	Work with your FAFSA Peer Coach Advisor to provide resources and assistance to students who have not completed the FAFSA. Host a Decision Day recognition event or highlight this national event on social, and around campus to celebrate student pathways.
Milestone 5: Submit an end of the year Program Survey to ABOR	Complete the online survey and submit to ABOR to provide feedback regarding the program and FAFSA Peer Coach experience.

FAFSA Peer Coach Advisor Objectives
Fall 2026 and Fall 2027

Milestones	Actions
Objective 1: Attend two FAFSA Peer Coach Advisor Trainings held by ABOR during the Fall Semester.	Fall Semester: - In-Person: Wednesday, September 14, 2025. - Virtual: Tuesday, November 3, 2026 (3:30pm-4:30 pm).
Objective 2: Develop and submit a strategic plan to ABOR.	- Develop a strategic plan as to how you and your FAFSA Peer Coaches will achieve your objectives. - What is your plan for hosting FAFSA workshop/Events FAFSA Outreach initiatives? - Detailed plan of how the funding provided will be used to support the FAFSA events. - How will your Peer Coaches assist with these efforts? - How will your high school achieve a 5% or higher FAFSA completion rate compared to the previous school year.
Objective 3: Plan, coordinate & host an FSAID & FAFSA information workshop	- Work with your FAFSA Peer Coaches to assist with promoting a FAFSA information workshop for students and families. - Provide FAFSA resources to attendees- What is the FAFSA? Documents needed- tax information, banking information, important FAFSA filing dates, steps to apply etc.
Objective 4: Plan, Coordinate & host a FAFSA completion workshop	- Work with your FAFSA Peer Coaches to assist with promoting and hosting a FAFSA workshop for students and families. - Invite your current high school seniors to attend. - Provide FAFSA assistance and resources. - Post-event - Follow up with student using your Arizona College Connect Data.
Objective 5: Lead, advise, support and motivate Peer Coaches	- Schedule and facilitate bi-weekly FAFSA Peer Coach team meetings to check in on outreach efforts, share updates, and address challenges. - Support FAFSA Peer Coaches in implementing their outreach plans and achieving FAFSA-related goals. - Provide ongoing encouragement, feedback, and motivation to strengthen team engagement and impact.

FAFSA Peer Coach Advisor Objectives
Spring 2027 and Spring 2028

Milestones	Actions
Objective 1: Attend two FAFSA Peer Coach Advisor Trainings held by ABOR during the Spring Semester.	Spring Semester: • Virtual: Thursday, January 14, 2027. • In-Person: TBD.
Objective 2: Plan, Coordinate & host a Spring FAFSA completion workshop.	Work with your FAFSA Peer Coaches to assist with promoting a Spring FAFSA workshop: • Invite your current high school seniors who have an incomplete or No FAFSA on file. • Provide FAFSA assistance, support and resources. • Post-event - Follow up with students using your Arizona College Connect Data.
Objective 3: Utilize Data	• Analyze your Arizona College Connect data to identify students with an incomplete FAFSA, no FAFSA on file, or selected for verification. • Develop and implement targeted outreach strategies to support these students in completing or resolving their FAFSA. • Use data insights to prioritize follow-up, personalize communication, and increase FAFSA completion rates among priority student groups.
Objective 4: Continue to Lead, advise, support, and motivate Peer Coaches	• Hold weekly or bi-weekly meetings with your FAFSA Peer Coach team to check-in on their outreach efforts. (Jan. - May). • Support the FAFSA Peer Coaches in their objectives and FAFSA initiatives. • Provide encouragement and motivation to the FAFSA Peer Coaches in their FAFSA efforts.
Objective 5: Congratulate students who have completed their FAFSA	• Collaborate with your FAFSA Peer Coach team to celebrate students who have completed a FAFSA. • Celebrate the college-going students on your campus. • Hold a FAFSA/College celebration event on your campus (day event or week celebration if applicable) •

Objective 6: Submit an end-of-the-year Program Survey to ABOR	Complete the online survey and submit it to ABOR to provide feedback regarding the program
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Incentives for Participation:

2026-2027 FAFSA Peer Coach Project						
Participating High Schools	Peer Coach Advisors	Peer Coach Advisor Stipend	FAFSA Workshop Support	FAFSA Peer Coaches (1 coach per 100 seniors: 4 Maximum)	FAFSA Peer Coach Stipends - \$1k per coach	Total Disbursement
Amphitheater High School	1	\$2,000	\$1,200 from upon SAZEC request	2	\$2,000	\$4,000 ABOR \$1,200 SAZEC
Canyon del Oro High School	1	\$2,000	\$1,200 from upon SAZEC request	4	\$4,000	\$6,000 ABOR \$1,200 SAZEC
Ironwood Ridge High School	1	\$2,000	\$1,200 from upon SAZEC request	4	\$4,000	\$6,000 ABOR \$1,200 SAZEC
					Max District Lump Sum Disbursement	\$16,000 ABOR \$3,600 SAZEC

ATTACHMENT B
ADDENDUM OF MANDATORY CONTRACT PROVISIONS

Notwithstanding any provision of the Agreement ("the Agreement") to the contrary, Amphitheater Unified School District ("District") agrees to abide the following terms and provisions that are required for contracts with the ARIZONA BOARD OF REGENTS ("ABOR"), an agency of the State of Arizona:

1. **Indemnification and Liability Limitations.** Because ABOR is a public institution, any indemnification, liability limitation, releases, or hold harmless provisions are limited as required by Arizona law, including, but not limited to, Article 9, Sections 5 and 7 of the Arizona Constitution and A.R.S. §§ 35-154 and 41-621. ABOR's liability under any claim for indemnification is limited to claims for property damage, personal injury, or death to the extent caused by acts or omissions of ABOR.
2. **Failure of Legislature to appropriate.** Per A.R.S. § 35-154, if ABOR or the District's performance under the Agreement depends on the appropriation of funds by the Arizona Legislature, and if the Legislature fails to appropriate the funds necessary for performance, then ABOR or the District may provide written notice of this to the other party and cancel the Agreement without further obligation. Appropriation is a legislative act and is beyond the control of ABOR or the District. No liability shall accrue to ABOR or any other agency of the State of Arizona in the event this provision is exercised, and neither ABOR nor any other agency of the State of Arizona shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
3. **Record Retention and Audit.** Pursuant to A.R.S. §§ 35-214 and 35-215, ABOR and the District shall retain all records relating to this Agreement for a period of five years after completion of the Agreement. All records shall be subject to inspection and audit by the State of Arizona at reasonable times. Upon request, the District and/or ABOR shall produce the original of any or all such records at the offices of ABOR.
4. **Conflict of Interest.** The requirements of A.R.S. § 38-511 apply to this Agreement. ABOR or the District may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of ABOR or the District is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of ABOR or the District with respect to the subject matter of this Agreement.
5. **Non-Discrimination.** The parties will comply with all applicable laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. If applicable, the parties will abide by the requirements of 41 C.F.R. §§ 60- 1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

6. **Americans with Disabilities Act and Rehabilitation Act.** To the extent applicable, District will comply with all applicable provisions of the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all applicable federal regulations, as amended from time to time (ADA Laws). All electronic and information technology and products and services to be used by ABOR faculty/staff, students, program participants, or other ABOR constituencies must be compliant with ADA Laws. Compliance means that a disabled person can acquire the same information, engage in the same interactions, and enjoy the same services as a nondisabled person, in an equally effective and integrated manner, with substantially equivalent ease of use
7. **Authorized Presence Requirements.** As required by A.R.S. § 41-4401, ABOR and the District is prohibited from awarding a contract to any contractor or subcontractor that fails to comply with A.R.S. § 23-214(A) (verification of employee eligibility through the E-Verify program). ABOR and the District warrants that it and its subcontractors comply fully with all applicable immigration laws, rules, and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A). A breach of this warranty will be a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement. ABOR and the District retains the legal right to inspect the papers of any contractor or subcontractor employee who works hereunder to ensure that the contractor or subcontractor is complying with the above warranty.
8. **Assignment of Anti-Trust Overcharge Claims.** District assigns to ABOR any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to District toward fulfillment of this Agreement.
9. **Confidentiality.** ABOR and the District, as public institutions, are subject to A.R.S. §§ 39-121 to 39-127 regarding public records. Any provision regarding confidentiality is limited to the extent necessary to comply with Arizona law.
10. **Privacy; Educational Records.** Student educational records are protected by the U.S. Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations (FERPA). Neither ABOR nor the District will not require either party or its institutions' students or employees to waive any privacy rights (including FERPA or the European Union's General Data Protection Regulation (GDPR)) as a condition for receipt of any educational services, and any attempt to do so will be void. ABOR and the District will comply with FERPA and will not access or make any disclosures of student educational records to third parties without prior notice to and consent as otherwise provided by law. If the Agreement requires or permits ABOR or the District to access or release any student records, then, for purposes of the Agreement only, ABOR designates District and the District designates ABOR as a "school official" for ABOR under FERPA, as that term is used in FERPA. In addition, any access or disclosures of student educational records made by District or ABOR must comply with a legitimate educational purpose. If either ABOR or the District violates the terms of this section, they will immediately provide notice of the violation to the other party. It is not expected that the student FAFSA Peer Coaches will have access to FERPA protected data.
11. **Data Protection.** ABOR and the District will ensure that all services undertaken pursuant to the Agreement are performed in compliance with applicable privacy and data protection laws, rules, and regulations. In addition, both ABOR and the District are responsible to the other party for compliance with the Agreement by all District and

ABOR Parties. If ABOR or the District will serve as a Processor of ABOR or District Data that includes Personal Data of Data Subjects in the European Union, then ABOR and the District will cooperate with the other party to comply with the GDPR with respect to such Personal Data and Data Subjects. This includes ensuring that all Data Subjects have signed appropriate Consents and signing and complying with all documents and agreements reasonably requested by the District or ABOR, including any data processing agreements. All capitalized terms in this section not otherwise defined in the Agreement are defined in the GDPR.

12. **Governing Law and Venue.** The Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ABOR's obligations hereunder are subject to the regulations/policies of ABOR. Any proceeding arising out of or relating to the Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction and waives any objection it may now or hereafter have to venue or to convenience of forum.
13. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.
14. **Certification.** Each party certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as the term is defined in A.R.S. § 35-393.