

**50 By Fall Project Intergovernmental Agreement
between
Amphitheater Public Schools and Arizona Board of Regents**

This "50 By Fall Project" Intergovernmental Agreement ("Agreement") is made between Amphitheater Public Schools ("District"), on behalf of Canyon del Oro High School and the Arizona Board of Regents ("ABOR").

RECITALS

1. Pursuant to A.R.S. § 11-952, the Parties may enter into agreements with each other for joint cooperative action provided each agency has been authorized by their legislative or other governing body.
2. Pursuant to A.R.S. § 15-1625(B), ABOR is authorized to enter into contracts.
3. Pursuant to A.R.S. § 15-342(13) the District/School is authorized to enter into intergovernmental agreements and contracts with school districts or other governing bodies as provided in A.R.S. § 11-952.

I. Purpose

This Agreement sets forth the entire understanding and agreement between the parties regarding their participation in the 50 By Fall Project ("PROJECT"), an effort supported by the Arizona Board of Regents, in collaboration with partner schools to increase FAFSA completion rates and create a college-going community at the high school level. The PROJECT aids schools to reach a 50% FAFSA completion rate by December 31, 2025, and to pursue a 75% FAFSA completion rate or higher by the end of the 2025-2026 academic year.

Funding for the PROJECT was approved by the Arizona Board of Regents and is intended to support the PROJECT for the 2025-2026 academic year. The Arizona Board of Regents is supporting the PROJECT as part of the Arizona FAFSA Challenge ("AZ FAFSA Challenge").

II. Term of Agreement

The Agreement shall be effective as of date of last signature and shall remain in effect until June 30, 2026, unless terminated or extended as otherwise provided herein. This Agreement replaces and supersedes any existing agreements regarding the PROJECT.

III. Project Scope:

Support for Participating Schools:

All participating schools will gain access to a comprehensive suite of FAFSA support resources, including:

- FAFSA Toolkits for educators and school staff
- Virtual and in-person FAFSA trainings
- Best practices for hosting effective FAFSA workshops
- Plug-and-play slide decks, communications templates, and promotional tools
- Connections to FAFSA experts and one-on-one virtual support

Support/Incentive Structures

The school covered by this agreement has reached at least a 50% FAFSA completion rate on or before December 31, 2025, or have increased their completion rate by 10% compared to their completion rate as of March 1, 2025. The schools listed below will receive the following incentive funding based on their 12th-grade enrollment. Funding will be provided within 30 days of execution of this agreement and submission of remittance information to accounting@azregents.edu :

School Name	Senior Class Size	Incentive Achieved	Incentive Amount
Canyon del Oro High School	More than 400	10%	\$2,000

Use of Incentive Funds:

Awarded incentive funds must be used to support continued FAFSA engagement efforts during spring 2026, with the goal of reaching a 75% FAFSA completion rate by April 30, 2026. Any funds not expended or encumbered by June 1, 2026, must be returned to ABOR except as provided in the Fund Retention section below.

Recognition

Schools that achieve a 75% FAFSA completion rate by April 30, 2026, will be recognized during the Arizona FAFSA Challenge Award Ceremony.

Fund Retention

Any funds that have not been expended or encumbered by June 1, 2026, must be returned to the Arizona Board of Regents (ABOR) by June 30, 2026, with the following exceptions:

1. Schools that have not achieved a 75% FAFSA completion rate by April 30, 2026, may make a request to ABOR to carry over unused funds to the next FAFSA cycle by submitting a formal written request and strategic plan to ABOR no later than May 30, 2026. ABOR will, in its sole and absolute discretion, determine whether to allow a school to carry over unused funds.
2. Schools that have achieved a 75% FAFSA completion rate by April 30, 2026, may automatically retain any unused funds for use in the next FAFSA cycle—no additional request is required.

IV. Entire Agreement/No Amendment

This Agreement incorporates the complete understandings between District/School 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 by either party upon 30 days notice to the other party if the other party breaches any material term of the agreement. Any such notice of termination shall not negate obligations already incurred or required to be performed prior to the effective date of the termination. The Parties do not contemplate the joint acquisition of any property in the performance of each Party's respective obligations under this Agreement. Any property purchased by a Party shall be promptly returned to the purchasing Party upon termination of this Agreement for any reason.

VI. Governing Law

The District/School 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 Amphitheater Public Schools:

Attention: Superintendent, Todd A. Jaeger, J.D
Address: 701 W. Wetmore Road Tucson, AZ 85705
Email: _____
Phone: 520-696-5000

X. Communications and Public Relations

District/School 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/School'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 A, which shall take precedence over any conflicting contract terms.

IN WITNESS WHEREOF, ABOR and District/School 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 Public Schools

Superintendent, Todd A. Jaeger, J.D

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/SCHOOL

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/School.

Amphitheater Public Schools Counsel

Date

ATTACHMENT A
ADDENDUM OF MANDATORY CONTRACT PROVISIONS

Notwithstanding any provision of the “50 By Fall Project” Intergovernmental Agreement (“the Agreement”) to the contrary, **Amphitheater Public Schools** (“School”/“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. Failure of Legislature to appropriate. Per A.R.S. § 35-154, if ABOR or the School’s/ 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/School 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/School. 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.

2. Record Retention and Audit. Pursuant to A.R.S. §§ 35-214 and 35-215, ABOR and the District/School 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/School and/or ABOR shall produce the original of any or all such records at the offices of ABOR.

3. Conflict of Interest. The requirements of A.R.S. § 38-511 apply to this Agreement. ABOR or the District/School 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/School is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of ABOR or the District/School with respect to the subject matter of this Agreement.

4. 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.

5. 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.

6. Authorized Presence Requirements. As required by A.R.S. § 41-4401, ABOR and the District/School are 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/School warrant that they and their 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 or

the District/School retain 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.

7. Confidentiality. ABOR and the District/School, 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.

8. 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/School will require the other 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/School 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/School to access or release any student records, then, for purposes of the Agreement only, ABOR designates District/School and the District/School designates ABOR as a "school official" as that term is used in FERPA. In addition, any access or disclosures of student educational records made by District/School or ABOR must comply with a legitimate educational purpose. If either ABOR or the District/School violates the terms of this section, they will immediately provide notice of the violation to the other party. It is not expected that either party will need to access any of the other party's FERPA protected data for purposes of this Agreement.