Agenda Item No.: H.11

MARANA
UNIFIED SCHOOL DISTRICT

Governing Board Agenda Item

Meeting Date:	November 12, 2026
From:	Kristin Reidy, Assistant Superintendent
Subject:	Arizona Teacher Residency Data Sharing Agreement
Strategic Priority:	To recruit, retain, and support highly effective staff, teachers, and leaders

Consent [X] Action [] Discussion []

Background:

Arizona Teacher Residency (AZTR) is an Arizona Board of Regents program that partners with Northern Arizona University. It is a two-year graduate teacher education program committed to serving Title I schools and prospective teachers who have their Bachelor's Degree, but do not have a standard Arizona Elementary Education K-8 Teaching Certificate.

The purpose of this Data Sharing Agreement is to outline the terms under which the District will release teacher and student information to AZTR for purposes consistent with applicable federal and state laws.

This agreement has been approved by the District's legal counsel.

Recommended Motion:

I move that the Governing Board approve the Arizona Teacher Residency Data Sharing Agreement between the Arizona Board of Regents, for and on behalf of Northern Arizona University and Marana Unified School District.

Approved for transmittal to the Governing Board: _____
Dr. Daniel Streeter, Superintendent

Questions should be directed to: Kristin Reidy, Assistant Superintendent
Phone: (520) 682-4757

Data Sharing Agreement

Between

Marana Unified School District

And

Arizona Board of Regents for and on behalf of Northern Arizona University

for

The Arizona Teacher Residency at Northern Arizona University

This Data Sharing Agreement ("Agreement") is entered into effective as of the date of execution ("Effective Date") by and between the Marana Unified School District ("District") and Arizona Board of Regents for and on behalf of Northern Arizona University ("NAU"), each a "Party" collectively, the "Parties", for the Arizona Teacher Residency program at Northern Arizona University ("AZTR").

RECITALS

WHEREAS, NAU works under an Agreement with the District on the AZTR, executed on June 22, 2026, whose purpose is to recruit, prepare, support, and retain high-quality, racially diverse teachers for participating K12 districts in Arizona; and

WHEREAS, NAU wants to conduct a program evaluation regarding the effectiveness of its AZTR program using student and teacher data; and

WHEREAS, the District and NAU have an agreement regarding the AZTR program; and

WHEREAS, the District will provide certain Student and teacher information to NAU in order to conduct a program evaluation; and

WHEREAS, the Parties wish to set forth the terms and conditions governing the transfer and maintenance of the aforementioned student and teacher information.

AGREEMENT

NOW, THEREFORE, the Parties agree to the following terms and conditions governing the transfer and maintenance of the personally identifiable information of students shared by the District:

1. The AZTR is an innovative research-based model for graduate teacher residencies that has demonstrated success across the country over the last 20 years. AZTR features a 10-month residency in schools where residents apprentice under the support of a supervising teacher and engage in various service obligations to their school site

("Resident" or "Residents"); Residents will receive a living stipend to cover basic expenses during this time. Residents will also complete coursework over two years (the residency year and the following year when they become teachers of record) toward a Master's degree through NAU, which will be highly subsidized by grant opportunities (e.g., TEACH grant, Arizona Teachers Academy, etc.) for applicants who have submitted a FAFSA. Residents also receive two years of induction support through the NAU Arizona K12 Center.

2. Term of Agreement. The term of this Agreement shall begin upon execution of the Agreement by the Parties and terminate on June 30, 2028. It shall remain in effect unless terminated, canceled or extended as otherwise provided herein. This Agreement may be canceled upon 30 days written notice by either Party. The terms of this Agreement may be extended and modified, upon written approval by the authorized representative of each Party.

3. Data Privacy Obligations. The District is authorized to collect and maintain student educational records consistent with applicable state and federal laws and subject to the federal Family Educational Rights and Privacy Act (FERPA), as authorized by 20 U.S.C. § 1232g(b) and 34 CFR Part 99. Consistent with FERPA, District may disclose Personally Identifiable Information (PII), as that term is defined by FERPA, from students' education records without prior parental or student consent to school officials for the aforementioned purposes . 34 CFR 99.31(a)(6). The District has determined that it will provide personally identifiable information of students, as that term is defined in FERPA, for purposes of conducting a program evaluation of the AZTR program. The District may provide additional data elements upon the written request of NAU for the AZTR and it will be subject to the same terms and conditions as stated in this Agreement, and for the purposes stated in this Agreement. The Parties agree to comply with FERPA and to not make any disclosures of student educational records to third parties without prior notice to and consent from the student or as otherwise provided by law.

4. Safeguarding of Student and Teacher data. The purpose of this Agreement is to document the terms under which the District will release to AZTR teacher and student information for the purposes described above and only those purposes consistent with applicable federal and state laws.

    a. NAU acknowledges that the data provided by the District includes confidential personally identifiable information of students and teacher data.

    b. NAU acknowledges that its employees are required to be aware of and work to protect the confidentiality, privacy, and security of personally identifiable information. NAU and its personnel do not access personally identifiable information of District student unless there is a legitimate need for the

information to perform the AZTR program evaluation or required services to the District as part of its agreement with NAU, unless such sharing or transfer of data is required and necessary for performance of the AZTR program as part of the agreement between NAU and District.

c. NAU agrees to implement administrative, physical, and technical infrastructure and procedural safeguards in accordance with accepted industry standards to protect the student information shared by the District.

d. NAU agrees not to rent, sell, transfer to any other party or otherwise use contact information of students provided by the District.

e. NAU agrees to protect the information of students provided by the District for AZTR in the same manner that it protects other similar information, and to ensure that such data is not copied, reproduced or transmitted, except in accordance with 20 U.S.C. § 1232g and as expressly authorized by this Agreement.

5. Data Disclosed. The District will provide NAU with:

a. The District will provide NAU with the following student data each Fall so that it may perform a performance evaluation to determine the effectiveness of its AZTR program. The District will provide aggregate data for the control group and student level data with a unique identifier for the test group.
   i. Student demographic data including race, special education eligibility, and English learner eligibility; and
   ii. Student achievement data including benchmark and statewide assessments; and
   iii. Student attendance and discipline referral data from the District's student information system; and
   iv. Anonymous student pre- and post-test surveys to be provided by NAU AZTR with a unique identifier anonymously provided for each student; and
   v. Student observation and interview data conducted by AZTR particularly for students enrolled in the classes of Supervising Teachers and residents, but also for a control group.

b. The District will also provide the NAU with the following teacher data each Fall.
   i. Aggregate teacher retention data for residents, Supervising Teachers, and control group so that AZTR can compare retention of AZTR teachers compared to the District as a whole; and
   ii. De identified teacher evaluation data for residents and Supervising Teachers and control group; and
   iii. Teacher observation and interview data to be conducted by AZTR; and
   iv. Pre- and post-test data for residents and Supervising Teachers (to be provided by AZTR).
   v. Survey of new teachers in years 1-2 in the district designed by American Institutes for Research (AIR).

6. Inadvertent Data Disclosure or Misuse. NAU will promptly report in writing to the DISTRICT if they become aware of any use of disclosure of the data that is not permitted by this Agreement or by law. This report shall provide as much specific information as possible regarding the nature of the violating use or disclosure, the information used or disclosed, the identity of the person who used the data and the corrective action NAU will take to prevent further disclosure, including any mitigation, and any other information it has received under this Agreement.

7. Either Party may terminate this Agreement immediately and without notice if, in its judgment, there is any violation of the terms of this Agreement.

8. This Agreement may only be amended by a written agreement signed by both Parties.

9. Notice under this Agreement shall be given to:

   DISTRICT:
   Kristin Reidy, Assistant Superintendent
   11290 W Grier Rd, Suite 121C,
   Marana, AZ 85653
   k.l.reidy@maranausd.org

   NAU ARIZONA TEACHER RESIDENCY:
   Victoria Theisen-Homer, Director of Arizona Teacher Residency
   99 E. Virginia Ave., Suite 100
   Phoenix, AZ 85004
   vtheisen@azkl2.org

   With a copy to:
   Northern Arizona University
   Contracts, Purchasing and Risk Management
   PO Box 4124
   Flagstaff, AZ 86011
   Email: NAU-Contracts@nau.edu

10. Miscellaneous.

    a. Modification notwithstanding Unenforceability. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

    b. Governing Law. This Agreement shall be governed exclusively in accordance with the laws of the State of Arizona, the courts of which shall have jurisdiction over its subject matter. In the event that any action is necessary to enforce the

terms of this Agreement, the prevailing party shall be entitled to recover court ordered costs and court ordered attorneys' fees.

c. Cancellation. The Parties reserve all rights that each Party may have to cancel this Agreement for possible conflicts of interest under Arizona Revised Statutes ("A.R.S.") § 38-511, as amended.

d. Non-Discrimination. The Parties agree to comply with all provisions of applicable federal, state and local laws relating to non-discrimination, equal employment opportunity, the Americans with Disabilities Act, and Arizona Governor's Executive Order 2009-09 (superseding Executive Order 99-4) (dated January 29, 1999), as may be amended from time to time.

e. Non-appropriation. The Parties acknowledge that the District and NAU are public institutions, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either's obligations under this contract, then this contract shall automatically expire without penalty to either party after written notice of the unavailability and non-appropriation of public funds. It is expressly agreed that neither Party shall activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure.

f. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the Parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty.

g. Compliance with Governing Board Policies and Procedures. AZTR shall comply with applicable Governing Board policies.

h. Relationship of Parties. Except as otherwise agreed in writing, the Parties acknowledge that the relationship created by this Agreement is limited to the purposes contemplated herein. Neither Party shall make any representations stating or implying that the Parties engage in broader transactions or that a party is otherwise associated with the other without first obtaining express written permission from the other party. In addition, no party shall use any trade name, trademark, service mark, logo, domain name, nor any other distinctive brand feature owned or used by the other party without its express written authorization. Each Party acknowledges that the relationship of the Parties hereunder is non-exclusive.

i. Public Record Laws. The Parties acknowledge that NAU and District are public institutions, and as such are subject to Arizona Public Record laws, Title 39, Chapter I, Article 2 of the A.R.S. §§39-121 through 39-127, et seq. Any provision regarding confidentiality is limited to the extent necessary to comply with the provisions of state law.

j. Force Majeure Event. Neither Party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent ("force major event"), including but not limited to acts of God, war, civil disturbance, terrorism, disaster, fire, earthquakes, hurricanes, known or suspected threats of illness, epidemics, pandemics, or government regulation. This Agreement may be terminated without further obligation or penalty, including cancellation fees or liquidated damages, of either party upon written notice from the affected party to the other party of such force majeure event.

k. Costs. Each party to this Agreement shall be responsible for each party's own costs for performance of their respective obligations unless otherwise specified in this Agreement.

l. Disputes. Pursuant to A.R.S. §12-1518, the parties acknowledge and agree that both parties may be required to make use of mandatory arbitration of any legal action that is filed in the Arizona Superior Court concerning a controversy arising out of this Agreement if required by A.R.S. §12-133.

m. Insurance. NAU is an Arizona public institution of higher education and is self-insured through the Arizona Department of Administration Risk Management Division pursuant to A.R.S. §41-621, et seq. and shall maintain adequate insurance to cover any liability arising from the acts and omissions of NAU agents, employees, and students, arising out of the performance of this Agreement. NAU shall not be responsible for maintaining insurance coverage for liability arising from the acts and omissions of District,s employees or agents. Each Party shall maintain adequate insurance to cover any liability arising from the acts and omissions of its employees or agents arising out of the performance of this Agreement. Neither Party shall be responsible for maintaining insurance to cover liability arising from the acts and omissions of employees of the other Party.

n. Assignment. Neither Party shall have the right to assign its rights or obligations under this Agreement without the prior written consent of the other Party.

o. Inspection and audit. To the extent required by A.R.S. §35-214, the Parties agree to retain all records relating to this Agreement. Each party further agrees to make those records available at all reasonable times for inspection and audit by the other party or the Auditor General of the State of Arizona during the term of this

Agreement and for a period of five (5) years after the completion of this Agreement.

p. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original but all of which, taken together, shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

MARANA UNIFIED SCHOOL DISTRICT

SIGNED: _____

Daniel Streeter, Superintendent

DATED: _____

ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
NORTHERN ARIZONA UNIVERSITY

SIGNED: _____

Ralph Nicholls, Senior Contracts Analyst

DATED: _____