



Governing Board Agenda Item

Meeting Date: January 8, 2026

From: Kristin Reidy, Assistant Superintendent

Subject: Data Sharing Agreement with United Way of Tucson and Southern Arizona

Priority: To provide rigorous, relevant, and innovative academics

Consent ☒ Action ☐ Discussion ☐

Background:

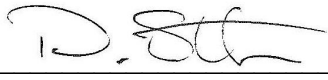
The purpose of this Data Sharing Agreement with United Way of Tucson and Southern Arizona (UWTSA) is to enable the legal, ethical, and responsible sharing of student and community data for improving educational outcomes.

The Cradle to Career Partnership, anchored at the United Way of Tucson and Southern Arizona, is a broad community effort focused on improving student outcomes across Pima County. Specific outcomes and indicators that align with milestone measures are tracked and reported each year. The data, along with other variables shared at agreed intervals, guide the work of the Cradle to Career Collaboratives. These Collaboratives identify and implement effective strategies to achieve shared goals across the community.

This Data Sharing Agreement has been approved by our District's legal counsel.

Recommended Motion:

I move that the Governing Board approve the Data Sharing Agreement with United Way of Tucson and Southern Arizona.

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 United Way of Tucson and Southern Arizona (UWTSA) and Marana Unified School District

Legal Authority

This Agreement is governed by federal and state laws, including the Family Educational Rights and Privacy Act (FERPA) and relevant Arizona state data privacy laws. Both parties agree to comply fully with FERPA and A.R.S. §38-511 governing data handling for educational institutions.

Data Sharing Agreement

This Data Sharing Agreement establishes an agreement between United Way of Tucson and Southern Arizona (UWTSA) and Marana Unified School District (known as “the partner”) upon the date signed and executed by the duly authorized representative(s) of the parties to the Data Sharing Agreement. The primary goals of this collaboration are to enable the legal, ethical, and responsible sharing of student and community data for improving educational outcomes. These agreements detail the specific terms for data transfer, storage, and management, ensuring privacy and compliance while outlining the purposes for data use to help communities identify achievement gaps and track progress. This Agreement will remain in effect until November 1, 2028.

Purpose

The Cradle to Career Partnership (C2C), anchored at the United Way of Tucson and Southern Arizona (UWTSA), is a broad community effort focused on improving student outcomes across Pima County. Together, we work to strengthen the community’s economic vitality by preparing every child for success in school and life.

Specific outcomes and indicators that align with milestone measures are tracked and reported each year. The data, along with other variables shared at agreed intervals, guide the work of the Cradle to Career Collaboratives. These Collaboratives identify and implement effective strategies to achieve shared goals across the community.

Data is a key driver of the Cradle to Career Partnership and supports continuous improvement among all Partners working toward common outcomes. This Agreement is intended to:

- Establish a working relationship between the Partner and UWTSA;
- Facilitate data-driven decision-making through the Know Your Number (KYN) initiative, where Partners measure progress toward shared community goals from “cradle to career”;
- Promote accountability and transparency by outlining responsibilities and compliance requirements that protect both data subjects and sharing parties; and
- Build trust and safeguard against unauthorized access to or disclosure of student-level data.

Structure of the Cradle to Career Partnership for Pima County

The community partners participating in Cradle to Career have formed the following subgroups to assist in the mission:

- A. **Leadership Table** – Composed of leaders from education, business, government, nonprofit, faith-based, and community sectors who guide and oversee the Partnership.
- B. **Backbone Organization** – UWTSA serves as the “Backbone,” providing staff, data support, coordination, and facilitation.
- C. **C2C Collaboratives** – Practitioner groups collectively developing and executing strategies to improve priority outcomes.
- D. **D.A.T.A. Community of Practice** – Data professionals collaborating on key strategies to enhance data use and capacity.
- E. **Accountability Partners** – Organizations and collaborations sharing effective practices and results with the Partnership.

The Partnership’s goals are set by the Leadership Table after reviewing data and conducting a landscape analysis of existing community efforts.

AGREEMENT

1. Data Sharing Authorizations

- 1.1. Each data-sharing project will be documented in a separate Data Sharing Authorization (see Attachment A).
- 1.2. The Partner may share de-identified or personally identifiable data only if permitted by law and the terms of the Authorization.
- 1.3. Each Authorization, once executed, becomes binding and forms part of this Agreement.

2. Scope of Data

- 2.1. All data fields and files to be accessed will be specified within each Authorization.
- 2.2. UWTSA will access and use only the data explicitly described in the Authorization.

3. Data Sharing Procedures

Data files will be shared securely between UWTSA and the Partner, with encryption and password protection required for all transfers. No personally identifiable information (PII) will be stored on unencrypted devices, and data will only be used for the purposes outlined in specific Data Sharing Authorizations.

- 3.1 To assess progress, the Partner will share specified raw data files and fields with UWTSA. The data files and fields to be shared will be specified on a data sharing basis as outlined in each Data Sharing Authorization and will depend upon the nature of the questions to be addressed by

UWTSA.

- 3.2 Execution of the Data Sharing Authorization by the Partner's executive leadership or designee and UWTSA emailed as a PDF, hand-delivered in hard copy or mailed in hard copy will be the only acceptable authorization for the release of data to UWTSA. Contained within the Data Sharing Authorization will be the project title, the purpose and scope of the data sharing, the duration of the data sharing, each data field to be accessed and the period of the data to be accessed (Years).
- 3.3 Data Sharing Authorizations are only valid if this Agreement is current, signed by the Partner executive leadership, and on file at UWTSA.
- 3.4 UWTSA may authorize third-party providers of software or technology services to host data and/or applications for the purpose of aggregating, analyzing, presenting, or otherwise managing data while performing duties under this agreement. Third-party providers will be disclosed in the Data Sharing Authorization.

4. Confidentiality and Data Security

All parties must ensure that data confidentiality and security are maintained at all times in accordance with FERPA (34 C.F.R. §99.31) and Arizona law.

Custodians: "Custodians" include UWTSA, the Partner, and any approved designees responsible for managing, transferring, or storing shared data.

Data Protection Requirements:

- 4.1 Custodians will comply with FERPA and Arizona law. Nothing in this Agreement permits either party to maintain, use, disclose, or share student record information in any way that is not allowed under applicable federal or state law or regulation.
- 4.2 **Method of Transfer.** UWTSA will not collect or store any personally identifiable information (PII) from the Partner unless expressly authorized in a specific Data Sharing Authorization.
- 4.3 During transfers, a continuous chain of custody will be maintained until the data reaches its destination.
- 4.4 Custodians will not store data on physical devices that are not password-protected and encrypted. Custodians will not store, transmit, or share data on an insecure cloud-based platform. UWTSA is not responsible for safeguarding information that is publicly available, that is not an Education Record or PII, that UWTSA obtains from third parties without disclosure restrictions and that is not obviously PII, or that must be disclosed by court order or other governmental directive.
- 4.5 Passwords and encryption keys will be accessible only to the individuals listed in the Data Sharing Authorization and must remain secure. No password or encryption key will be sent by email or stored in any unsecured manner, electronic or otherwise.
- 4.6 Non-identifiable information will be used for continuous improvement around shared goals and may also be used by UWTSA, in aggregate, for county-wide Cradle to Career Partnership projects.
- 4.7 UWTSA will conduct KYN studies under a Data Sharing Authorization in a manner that does not permit personal identification of students or parents by anyone other than UWTSA representatives with a legitimate interest, as defined in the Authorization, and the Partner.

- 4.8 UWTSA will not disclose information in any way that could directly or indirectly identify an individual student or parent, except as authorized by FERPA and the applicable Data Sharing Authorization. Any such Authorization will specify the information to be disclosed, the recipient (if other than the Partner), and the purpose of the disclosure.
- 4.9 UWTSA may present, publish, or use data obtained during KYN for and on behalf of the Partner under this Agreement only in aggregated, non-identifiable form and together with other participating county Partners and schools. UWTSA may present or publish non-PII data comparing or listing specific Partners and/or school-specific information as specified in the Data Sharing Authorization.
- 4.10 UWTSA will not provide any data obtained under this Agreement to any entity or person known to be ineligible to receive FERPA-protected information.
- 4.11 UWTSA will destroy or return to the Partner all files and hard-copy records containing PII and will purge any copies from its systems. If requested, UWTSA will provide an affidavit confirming the destruction and/or return of PII within 10 business days of the request.
- 4.12 UWTSA understands that this Agreement does not convey ownership of the Partner's data to UWTSA.
- 4.13 This Agreement is subject to cancellation for a conflict of interest under **A.R.S. §38-511**, which is incorporated by reference.
- 4.14 UWTSA certifies compliance with all applicable federal immigration laws and agrees to comply with **A.R.S. §23-214(A)**, which is incorporated by reference.
- 4.15 To ensure security, all transfers of PII must use encrypted email or a secure, encrypted file-sharing platform. Acceptable methods include:
- **Encrypted Email:** Email services that support end-to-end encryption of emails and attachments.
 - **Encrypted File-Sharing:** Secure cloud platforms that provide encryption in transit and at rest (e.g., Google Drive, Dropbox, or similar platforms with appropriate encryption protocols).
- 4.16 If UWTSA inadvertently or intentionally discloses, transmits, or receives PII in violation of this Agreement, UWTSA will immediately notify the Partner in writing upon discovery and work with the Partner to assess the scope and mitigate any potential harm or risk.
- 4.17 In the event of a confirmed breach of PII in UWTSA's possession or control, UWTSA will notify the Partner within **72 hours** of becoming aware of the breach. The notice will include: (1) a description of the breach and the PII involved; (2) the date and time of the breach and when it was discovered; (3) actions taken to mitigate the breach and prevent further disclosure; and (4) corrective actions taken or planned to prevent future breaches.

5. Communication

- 5.1 Each party will designate a primary contact for all communication related to this Agreement.
- 5.2 All formal communications and requests must be in writing via email or official correspondence.
- 5.3 Regular meetings (e.g., quarterly or as agreed) may be scheduled to review progress and resolve issues.
- 5.4 Communications involving confidential data must use secure channels.
- 5.5 Both parties must take appropriate steps to prevent unauthorized disclosure during communication.
- 5.6 If disputes arise, designated contacts will attempt to resolve them in good faith. Unresolved issues may be elevated to executive leadership.

- 5.7 Each party must notify the other of changes to key contacts or communication protocols that affect the execution of this Agreement.

6. Partner Involvement and Participation

- 6.1. The Partner agrees to share data annually in alignment with the Know Your Number initiative.
- 6.2. Both parties agree to actively participate in scheduled meetings to review progress and identify collaboration opportunities.
- 6.3. The Partner will participate regularly in a C2C Collaborative and/or the D.A.T.A. Community of Practice.
- 6.4. Meetings
- 6.4.1. Meetings will be convened at a mutually agreed-upon frequency and may be held virtually or in person. Each meeting provides an opportunity to review progress toward shared goals, examine data, discuss challenges, and align strategies across Partners.
- 6.4.2. A rotating facilitator or designated lead will guide the discussion to ensure that meetings remain purposeful, inclusive, and action oriented. UWTSa, as the Backbone organization, will provide administrative and data support, including scheduling, agenda development, and distribution of data summaries or reports.
- 6.4.3. Each meeting will include:
- Review of current data, indicators, and trends relevant to Partnership goals;
 - Updates on collaborative projects and Partner initiatives;
 - Discussion of barriers, emerging needs, and opportunities for alignment;
 - Identification of shared action items, responsible parties, and timelines; and
 - Sharing of best practices and lessons learned.
- 6.4.4. Meeting agendas and materials will be distributed in advance to all participants, who are expected to review and prepare for discussion.
- 6.4.5. Summaries and key decisions will be documented after each meeting and shared with all participating Partners. These will include assigned responsibilities and follow-up actions to ensure accountability.
- 6.4.6. Each Partner is responsible for completing assigned action items, reporting progress, and notifying UWTSa of any anticipated delays or support needs.
- 6.4.7. Regular, meaningful participation in these meetings demonstrates each Partner's commitment to the shared goals of the Cradle to Career Partnership and ensures that data sharing results in measurable community impact.

7. Termination and Data Destruction

- 7.1 Either party may terminate this Agreement, with or without cause, by providing 30 days' written notice.
- 7.2 The Agreement may be canceled under A.R.S. §38-511 for conflict of interest.
- 7.3 Upon termination, both parties must: Cease data sharing; Destroy or return all shared data as required; and Complete administrative close-out steps to ensure compliance.

8. Termination and Data Destruction



- 8.1. No person shall be excluded from participation, denied benefits, or subjected to discrimination in any aspect of this Agreement based on sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender identity or expression, disability, or the use of a service animal. Both parties agree to comply with the Americans with Disabilities Act (ADA). Failure to comply may result in suspension or termination of this Agreement.

9. Termination and Data Destruction

- 9.1. All activities under this Agreement must comply with applicable laws, rules, and regulations.
- 9.2. UWTSA represents that it has not been found in violation of FERPA, Arizona law, or any federal or state regulations concerning PII. If such a determination occurs, UWTSA must immediately notify the Partner.
- 9.3. UWTSA must notify the Partner immediately of any improper disclosure of PII, regardless of source.
- 9.4. These notification obligations survive the expiration of this Agreement.
- 9.5. This Agreement and all Data Sharing Authorizations are public records and may be disclosed upon request.

10. Right to Audit

- 10.1. The Partner may audit UWTSA's compliance with this Agreement with 10 business days' notice. UWTSA will cooperate fully with any audit.

11. Disclosure of Agreement

- 11.1. This Agreement and all related Data Sharing Authorizations are public records and may be disclosed or posted publicly by the Partner.

Marana Unified School District

Daniel Streeter
Superintendent
Marana Unified School District

Date

Kristin Reidy
Assistant Superintendent and Title IX Coordinator
Marana Unified School District

Date



United Way of Tucson and Southern Arizona

Vanecia Kerr
President & CEO
United Way of Tucson and Southern Arizona

Date

Reviewed: Arika Wells
Executive Vice President/Chief Operating Officer
United Way of Tucson and Southern Arizona

Date

Reviewed: Allison Titcomb
Senior Vice President, Community Development
United Way of Tucson and Southern Arizona

Date

Attachment A

Data Sharing Authorization

This form is to be used to request data. After you submit this form to C2C, we will review your request and decide collectively whether to approve the request. Data requests are reviewed once monthly and may take 4-6 weeks to deliver your completed request. Although we may expedite the review of requests in special circumstances.

Our primary purpose for data is to support continuous improvement around shared community goals in the communities where we work. Data requests outside this scope cannot be accommodated. Our data is a reflection on the entire community, which shares accountability for current reality and future results. Our data is not, and cannot be used as evidence of the success or failure of a particular program, organization, or population.

Provide the following information in your data request:

Name and title	
Organization	
Phone Number	
Email Address	

Desired Date		
Request Title		
Description of Data Request (Be specific and include information about the timeframe/population/etc. for which you are requesting data.)		
Milestone Indicator (Select one)		Kindergarten Readiness
		3 rd Grade Reading
		8 th Grade Math
		High School Graduation
		Postsecondary Enrollment
		Postsecondary Completion
		Career Attainment
Supporting Indicator(s)		
Know Your Number target		
If you are requesting a visual, what kind of visual (bar graph, line chart, heat map, etc.) Which variables would you like to include? What is the end goal or purpose for the visual?		