



Governing Board Agenda Item

Meeting Date: May 8, 2025

From: Kristin Reidy, Assistant Superintendent

Subject: Data Sharing Agreement with Pima County Community College District

Priority: To provide rigorous, relevant, and innovative academics

Consent ☒ Action ☐ Discussion ☐

Background:

The purpose of this Data Sharing Agreement with Pima County Community College District is to ensure that student assessment and academic performance data are shared with the District. This data will support the completion of school accountability data reports required by the Arizona Department of Education.

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 Pima County Community College District.

Approved for transmittal to the Governing Board:

A handwritten signature in black ink, appearing to read 'D. Streeter', written over a horizontal line.

Dr. Daniel Streeter, Superintendent

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



**DATA SHARING AGREEMENT BETWEEN
PIMA COUNTY COMMUNITY COLLEGE DISTRICT
AND
Marana Unified School District**

(TO BE USED FOR AUDITS, EVALUATIONS, AND ENFORCEMENT OR COMPLIANCE ACTIONS)

This Agreement must be approved by the PCC Legal Department and Provost, and a completed copy must be forwarded to and maintained by the PCC Registrar's Office as a record of the release of the Confidential Information specified herein. (34 CFR 99.32).

1. This Data Sharing Agreement ("Agreement") is made by and between Marana Unified School District, ("MUSD") and PIMA COUNTY COMMUNITY COLLEGE DISTRICT ("PCC").
2. The terms of this Agreement shall commence on August 11, 2025 and end on August 11, 2027. This Agreement may be terminated by either party hereto upon thirty (30)-days written notice.
3. For purposes of the Family Educational Rights and Privacy Act ("FERPA"), PCC designates MUSD an "authorized representative" pursuant to 20 U.S.C. 1232g(b)(1)(C), 34 C.F.R. 99.31(a)(3), and 34 C.F.R. 99.35(a)(1). MUSD and PCC shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow either party to maintain, use, Disclose or share students' personally identifiable information ("PII") in a manner not allowed by state or federal law or regulation.
4. "Confidential Information" shall include any PII as that term is defined in 34 C.F.R. § 99.3 and in PCC's FERPA Administrative Procedure, AP 3.11.01.
5. "Disclose" or "Disclosure" means to permit access to or the release, transfer, or other communication of Confidential Information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record.
6. PCC may Disclose Confidential Information to MUSD for the purpose of carrying out an **audit or evaluation** of Federal- or State-supported education programs or to **enforce or comply** with Federal legal requirements that relate to those programs or purposes described in Paragraph 9 of this Agreement. (See 20 U.S.C. §1232g(b)(1)(C), (b)(3), (b)(5); 34 C.F.R. §99.31(a)(3) and §99.35). Further Disclosure by MUSD of any Confidential Information released to MUSD by PCC is prohibited by this Agreement.
7. MUSD shall not (i) Disclose any Confidential Information to any unauthorized third party; (ii) make any use of the Confidential Information except to perform its obligations under this Agreement; or (iii) make the Confidential Information available to any of its employees, officers, or agents except those internal MUSD employees who have been authorized by MUSD to use the information as a component of their project assignment(s) associated with the purposes described in Paragraph 9 of this Agreement. The term "unauthorized third party" for purposes of this Agreement does not include employees, officers, or agents of the State of Arizona who are authorized to have access to the Confidential Information.
8. The types of Confidential Information which may be necessary for PCC to Disclose to MUSD under this Agreement may include the following: Name, PCC Student Identification Number ("A#"), Date of Birth, and ACCUPLACER Test Results. No other personally identifiable student information will be Disclosed to MUSD.
9. MUSD agrees to use Confidential Information as specified in Paragraph 8 of this Agreement only for the purpose(s) of reporting data to the State of Arizona Department of Education ("ADE").
10. In effectuating the purpose specified in Paragraph 9, MUSD will use the following specified methodology: Confidential Information will be used to complete the College and Career Readiness

Indicators for MUSD's end of year reporting to ADE.

11. MUSD represents and affirms that Disclosure of the Confidential Information specified in Paragraph 8 is necessary to effectuate the purpose(s) set forth in Paragraph 9 for the following reason(s): MUSD is required to report to ADE the number of graduates that met certain benchmarks on the ACCUPLACER test.

12. MUSD understands that the Confidential Information is protected under state and federal law and agrees to immediately notify PCC if any of the Confidential Information specified in Paragraph 8 is Disclosed, either intentionally or inadvertently, other than as authorized by this Agreement.

13. MUSD agrees to protect the Confidential Information specified in Paragraph 8 in such a manner that it will be Disclosed only to MUSD staff whose duties specifically require them to have access to the Confidential Information.

14. MUSD and PCC shall identify as a signatory to this Agreement at least one authorized representative or data custodian from their respective organizations who shall be responsible for processing and responding to data requests from the other party.

15. Upon request of PCC, MUSD shall agree to permit PCC to review MUSD policies and procedures related to protection of Confidential Data or shall provide written assurances to PCC regarding the use of Confidential Data under this Agreement. The purpose of this provision is to ensure that appropriate policies and procedures are in place to protect the Confidential Information and that there has been no further Disclosure of the Confidential Information.

16. All MUSD employees, officers, and agents with access to the specified Confidential Information must acknowledge that they are aware of and will abide by the provisions of this Agreement. MUSD agrees to remove any person from working on any project that utilizes or requires access to the Confidential Information who has, or is suspected to have, violated the terms of this Agreement.

17. By Disclosing Confidential Information to MUSD, PCC is in no way assigning ownership of the Confidential Information to MUSD. Upon the termination of this Agreement for any reason, MUSD shall within thirty (30) days return all Confidential Information, including all copies, to PCC or destroy all Confidential Information in its possession, custody, or control unless otherwise agreed to in writing by both parties. MUSD will provide PCC with affidavits or sworn written declarations confirming the return or destruction of all shared Confidential Information.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any lawsuit pertaining to or affecting this Agreement shall proceed in the Arizona Superior Court in Pima County, Tucson, Arizona.

19. Violation of this Agreement is cause for immediate termination of the Agreement and could subject any violator to legal action in accordance with state and federal law. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy may be cumulative and may be in addition to every other remedy given under this Agreement, not and hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

In witness hereto, the parties signify their agreement by signature below:

Kristin Reidy
Assistant Superintendent
Authorized Representative
Marana Unified School District

Date: _____

[Name]
[Title]
Authorized Representative
Pima County Community College District

Date: _____

FOR PCC USE ONLY	
LEGAL APPROVAL – AS TO FORM (REQUIRED)	PROVOST APPROVAL (REQUIRED)
<p>_____ R. Seth Shippee Deputy General Counsel Pima Community College</p> <p>_____ Date</p>	<p>_____ Dolores Duran-Cerda Executive Vice Chancellor and Provost Pima County Community College District</p> <p>_____ Date</p>

FOR PCC REGISTRAR USE ONLY		
RECEIVED BY:		
_____ PRINT NAME	_____ SIGNATURE	_____ DATE