



Governing Board Agenda Item

Meeting Date: March 12, 2026

From: Joshua Bayne, Executive Director of State and Federal Programs

Subject: Data Sharing Agreement with Youth On Their Own and Chapin Hall Center for Children

Priority: To ensure that students are safe, known, and valued

Consent Action Discussion

Background:

The purpose of this Governing Board agenda item is to request approval of a Data Sharing Agreement between the Marana Unified School District (MUSD), Youth On Their Own (YOTO), and Chapin Hall Center for Children (Chapin Hall).

YOTO is conducting an evaluation of their Stipend Program by examining de-identified individual student data to determine whether it improves program and academic engagement over the school years from 2023-2027. With this agreement, we will share three sets of data with YOTO and Chapin Hall.

1. Students enrolled in YOTO
2. Students identified as homeless or unstably housed (McKinney-Vento), but not enrolled in YOTO
3. All other students

Data will be collected and shared for 8th-12th grade students only from the following years: 2023-2024, 2024-2025, 2025-2026, and 2026-2027. All data shared will be FERPA compliant, which is documented in the Data Sharing Agreement that has been approved by the District’s legal counsel.

Recommended Motion:

I move that the Governing Board approve the Data Sharing Agreement with Youth On Their Own and Chapin Hall Center for Children.

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

*Questions should be directed to: Joshua Bayne, Executive Director, State & Federal Programs
 Phone: (520) 682-4808*



**DATA SHARING AGREEMENT
CHAPIN HALL RECEIVING DATA**

This Data Sharing Agreement is entered into by and between **MARANA UNIFIED SCHOOL DISTRICT** located at 11279 W. Grier Road, Marana, AZ 85653 (“Data Owner”), **CHAPIN HALL CENTER FOR CHILDREN**, an Illinois not-for-profit corporation, whose address is Chapin Hall, Attn: General Counsel, c/o Impact House, 200 W. Madison Street, Chicago, Illinois 60606 (“Chapin Hall”), and **YOUTH ON THEIR OWN** located at 2525 N. Country Club Road, Tucson, Arizona 85716 (“YOTO”).

Chapin Hall is an independent policy research center that provides public and private decision-makers with rigorous research and achievable solutions to support them in improving the lives of children, families and communities. Data Owner wishes to share Data through this Data Sharing Agreement with Chapin Hall for the purposes of project.

Data Owner and Chapin Hall agree as follows:

1. AGREEMENT TERMS

Chapin Hall Project ID Number: 5235	
Chapin Hall Project Title: Evaluating Youth on Their Own Model	
Chapin Hall Principal Investigator: Amanda Griffin	
Effective Date: 07/01/2026	Termination Date: 06/30/2027
Data Owner Contact: Dr. Dan Streeter, Superintendent 11279 W. Grier Road Marana, AZ 85653 D.L.Streeter@maranausd.org	Chapin Hall Contact: Lisa Williams, Esq. Chapin Hall – General Counsel c/o Impact House, 200 W. Madison Street, Chicago, Illinois 60606 LWilliams@chapinhall.org

2. DATA

- a. **Data Schedule.** Data Owner will provide Chapin Hall as specifically set forth in Schedule 1 (“Data”) in a format and on a schedule to be determined by the Parties for purposes of the Project.
- b. **Ownership and Use of Data.** Chapin Hall agrees that the Data is the sole property of Data Owner and shall be used exclusively for the purposes described herein. Chapin Hall shall obtain Data Owner’s prior written permission to use the Data for any other purpose or project.
- c. **Transfer of Data.** Data shall be transferred either via online methods such as through secure file transfer (SFTP) software and encrypted email or by the use of encrypted magnetic or optical media. Data Owner and Chapin Hall shall determine the transfer method appropriate for the Project. No Data will be transferred by Chapin Hall to any other individual or organization without the prior express written permission of Data Owner, unless for additional storage, processing, or cloud computing services.
- d. **Data Security.** Chapin Hall maintains a Project Data Management Policy that sets forth policies and procedures for the protection of data.

- e. **Return or Destruction of Data.** Upon termination of this Data Sharing Agreement, Chapin Hall must destroy, at Data Owner's direction and expense, the Data received from Data Owner, or created or received by Chapin Hall on behalf of Data Owner, that Chapin Hall still maintains in any form, unless destruction of the Data would conflict with Chapin Hall's record retention requirements or commonly accepted standards for the verification of research findings. If destruction of the Data conflicts with Chapin Hall's record retention requirements or commonly accepted standards for the verification of research findings, Chapin Hall shall retain the Data only for the purpose of complying with those record retention requirements or standards for verification of research findings and no other access, use, or disclosure shall be authorized.
- f. **Reporting Breaches.** Chapin Hall agrees to report to Data Owner, within five (5) calendar days, any use or disclosure of Data not provided for by this Data Sharing Agreement of which it becomes aware and any security incident of which it becomes aware. For reports of incidents constituting a breach, the report shall include, to the extent available, the identification of each individual whose Data has been, or is reasonably believed by Chapin Hall to have been, accessed, acquired, or disclosed during such breach. Security incidents that do not result in any unauthorized access, use, disclosure, modification, destruction of information or interference with system operations may be reported in the aggregate upon written request of Data Owner in a manner and frequency mutually acceptable to the parties. The parties acknowledge that incidents including, but not limited to, ping sweeps or other common network reconnaissance techniques, attempts to log on to a system with an invalid password or username, and denial of service attacks that do not result in a server being taken off-line, may occur from time to time and do not constitute a breach.
- g. **Confidential Information.** Chapin Hall recognizes that Data provided by YOTO to the Data Owner contains personally identifiable information and confidential information. Chapin Hall also recognizes that Data provided by the Data Owner to Chapin Hall will not contain personally identifiable information. Chapin Hall agrees to keep all Data confidential. Chapin Hall agrees that the Data will be used exclusively in connection with Project described in this Agreement and otherwise for the purposes or projects approved by Data Owner. In the case of electronic Data, such Data will be stored on Chapin Hall-maintained and protected servers. All materials produced by Chapin Hall will contain sufficient protections and safeguards to ensure individual anonymity and adhere to the mandates for confidentiality as approved Chapin Hall's Institutional Review Board. No personally identifiable information will be disseminated to the public. If Chapin Hall is required to produce the Data by law, court order, or governmental authority, Chapin Hall must promptly notify Data Owner of such obligation.
- h. **FERPA.** The parties acknowledge and agree that the confidentiality of personally identifiable education records of Data Owner's students ("Student Records") is protected and regulated by a federal law commonly referred to as the Family Educational Rights and Privacy Act ("FERPA"). The parties agree that any

disclosure and/or re-disclosure of Student Records shall be in compliance with the requirements of FERPA.

3. **TERM AND TERMINATION**

- a. **Term.** This Data Sharing Agreement is effective as of the Effective Date referenced in Section 1 above and shall terminate on the Termination Date referenced in Section 1 above, unless terminated earlier, or extended, in accordance with this Data Sharing Agreement. The Term can be extended through written mutual agreement of the Parties.
- b. **Termination.**
 - i. **Termination Without Cause.** Either Party may terminate this Data Sharing Agreement at any time, without cause, by giving at least thirty (30) calendar days' written notice to the other Party.
 - ii. **Termination for Cause.** In the event of either Data Owner or Chapin Hall's failure to comply with the terms of this Agreement, the other party will provide notice of breach to the breaching party. If the breach is not cured to the non-breaching party's satisfaction within thirty (30) days after such notice, or within such time as reasonably determined by the non-breaching party and specified in the notice, the non-breaching party may immediately terminate this Agreement by providing written notice.

4. **PUBLICATIONS**

- a. Chapin Hall shall have the right, consistent with academic standards, to publish the results of research performed under this Data Sharing Agreement, provided such publication does not disclose any trade secret, proprietary, or Confidential Information of Data Owner. Any publication resulting from the Data must indicate that the Data were provided by Data Owner and must include a disclaimer to the effect that published material does not necessarily reflect the views of Data Owner. Chapin Hall agrees that, prior to submission of a manuscript describing the results for publication, Chapin Hall shall forward to Data Owner a copy of the manuscript to be submitted and shall allow Data Owner thirty (30) days to review for purposes of identifying any proprietary trade secrets or Confidential Information. After thirty (30) days, Chapin Hall shall be free to submit the manuscript and publish results in any manner consistent with academic standards. At the request of Data Owner, Chapin Hall shall redact any trade secret, proprietary, or Confidential Information supplied by Data Owner to Chapin Hall.

5. **RIGHT TO AUDIT**

- a. This Data Sharing Agreement and all books, records, and supporting documents related thereto shall be available for review or audit by Data Owner and any state or federal agencies with monitoring authority related to the subject matter of this Agreement. Upon reasonable notice, Chapin Hall shall provide, during normal business hours, full and complete access to Chapin Hall's files related to this Data Sharing Agreement.

6. **RETENTION OF RECORDS**

- a. Chapin Hall shall maintain records relating to the performance of this Data Sharing Agreement for a period of seven (7) years from the Termination Date. If an audit, litigation, or other action involving the records begins before the end of the seven (7) year period, the records shall be retained until all issues arising out of the action are resolved.

7. INDEMNIFICATION

- a. Data Owner shall indemnify and hold harmless Chapin Hall (and its directors, officers, employees, affiliates, principals, managers, members, partners, agents and representatives) from all claims, suits, causes of action, damages, costs and expenses, including attorneys' fees, arising out of any use or disclosure of Data by Data Owner permitted by this Data Sharing Agreement.

8. GENERAL TERMS

- a. **Notice.** Any notice, demand, request or other communication shall be given in writing, at the addresses set forth in Section 1 above, and shall be deemed duly given as follows: (a) on the date of personal service; (b) one (1) business day after deposit with an overnight courier; (c) three (3) business days after proper deposit with the United States Postal Service; and (d) on the date of transmission by fax, email, or other electronic transmission.
- b. **Amendment.** This Data Sharing Agreement shall not be amended, supplemented, extended, or modified except in writing signed by authorized representatives of the parties.
- c. **Assignment.** This Data Sharing Agreement shall not be assigned, nor shall the performance of any duties under this Data Sharing Agreement be delegated to another party, without the prior written consent of the Parties. All terms and conditions contained in this Agreement shall extend to and be binding upon all successors and assigns of the parties hereto.
- d. **No Third-Party Rights.** The terms and conditions of this Data Sharing Agreement are intended for the sole benefit of Chapin Hall and Data Owner and do not create any third-party rights. The parties declare that they are independent contractors and not agents of each other.
- e. **No Waiver.** No waiver of any breach of this Data Sharing Agreement shall be deemed a waiver of any other breach, or the same breach on another occasion. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- f. **Electronic Signatures.** Each Party acknowledges and agrees that this Data Sharing Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include digitally created and digitized versions of signatures affixed to this Agreement or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
- g. **Severability.** If any one or more provisions of this Data Sharing Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this

Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- h. **Survival.** The terms of this Data Sharing Agreement that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect, including, but not limited to, provisions protecting privacy and confidential information, requiring indemnification, and setting forth limitations of liability.
- i. **Conflicts of Interest.** This Data Sharing Agreement may be cancelled if a conflict of interest is present as set out in Arizona Revised Statutes (A.R.S.) § 38-511, the terms of which statute are deemed incorporated herein.
- j. **Governing Law.** The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Illinois, exclusive of its conflict of laws provisions.
- k. **Entire Agreement.** Each Party acknowledges that it has read this Data Sharing Agreement and agrees to be bound by its terms and conditions. Each Party agrees that this Agreement constitutes the complete and exclusive agreement between the Parties and supersedes all prior contemporaneous agreements, communications, or understandings, written or oral.
- l. **Counterparts.** This Data Sharing Agreement may be executed in several counterparts, by facsimile or pdf, each of which shall constitute an original, and such counterparts, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Data Sharing Agreement to be executed by their duly authorized representatives.

DATA OWNER

Signature: _____

Name: Dr. Dan Streeter

Title: Superintendent

Date: _____

CHAPIN HALL CENTER FOR CHILDREN

Signature: _____

Name: _____

Title: _____

Date: _____

YOUTH ON THEIR OWN

Signature: _____

Name: Elizabeth Slater _____

Title: Chief Executive Officer _____

Date: _____

SCHEDULE 1

DESCRIPTION OF DATA

The data file will include:

Individual-level student data for 8th–12th grade students from the following years: 2023 – 2024, 2024 - 2025, 2025 - 2026, 2026 - 2027.

- Unique student ID
- School name
- Grade
- Race
- Ethnicity
- Limited English proficiency
- SPED eligible (yes or no only)
- Annual GPA for grades 8–12
- Days attended
- Attendance percentage
- Suspensions
- Ever homeless by grade (noting that accuracy cannot be guaranteed but data will be provided as available)
- McKinney Vento enrollment by grade
- Zip code
- Graduation report
- High school graduation rate