



**Data Sharing Agreement**  
**Between the Arizona Department of Education and**  
**Arizona Charter Schools Association**  
***Open Enrollment Study***

This Data Sharing Agreement (Agreement) is made between the Arizona Department of Education (Department or ADE) and the Arizona Charter Schools Association

**RECITALS:**

The Arizona Department of Education is a state educational agency, authorized to collect and maintain student educational records and to receive information from public educational agencies (PEAs) 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 the Department may disclose Personally Identifiable Information (PII), as that term is defined by FERPA, from students' education records without prior parental or student consent to its authorized representatives for the purpose for audit, evaluation and compliance purposes, as those terms are defined by FERPA.

The Arizona Charter Schools Association (ACSA) is an Arizona nonprofit corporation with the purpose of supporting charter schools in creating and improving the education of the children they serve. The ACSA seeks to study the impact of open enrollment and charter school enrollment on student achievement and school performance. The ACSA also will analyze the data in order to determine the extent that school choice policies are utilized in Arizona. Additionally, the ACSA study will employ the data to determine the impact that movement or school transition has on student achievement. ACSA acknowledges that it has requested Personally Identifiable Information and will be responsible for complying with the terms of this Agreement and FERPA.

The purpose of this agreement is for ADE to designate ACSA as its authorized representative, as that term is defined by FERPA, so that ACSA may have access to Personally Identifiable Information about students on the terms, and for the purposes, stated herein. In furtherance of those purposes, ADE has provided and will continue to provide ACSA with the data requested on the Request Summary (Attached as Appendix A) by means of a secure file transfer. ADE may provide additional data elements upon the written request of ACSA, subject to the same terms and conditions as stated in this Agreement, and for the purposes stated in this Agreement.

This Agreement is intended to follow U.S. Department of Education initiatives on Safeguarding Student Privacy (<http://www2.ed.gov/policy/gen/guid/fpco/ferpa/safeguarding-student-privacy.pdf>) and FERPA and its implementing regulations.

**TERMS AND CONDITIONS:**

To affect the transfer of data and information that is subject to state and federal confidentiality laws and to ensure that the required confidentiality of personally identifiable information shall always be maintained, ACSA agrees that, for the purposes of carrying out its duties under 13-06-ED, it will:

- a. Comply with the provisions of FERPA, 20 U.S.C. § 1232g, and 34 C.F.R. Part 99 and all applicable state laws regarding confidentiality of student data;
- b. Use the data provided under this Agreement for no other purpose than those described herein;
- c. Use reasonable technical, administrative and physical controls to protect the data provided under this Agreement from further disclosures and other uses, except as provided in 34 C.F.R. 99.35.
- d. Destroy or return to ADE the personally identifiable information provided under this agreement when the information is no longer needed for the purpose specified, and in no event later June 30, 2015, or the date of termination of this Agreement if earlier;
- e. Establish and follow procedures consistent with FERPA and Arizona law to ensure the protection of any and all PII provided under this Agreement. To effectuate the provision, ACSA agrees to:
  - i. Limit access to the data provided under this Agreement only to those authorized persons who have a legitimate interest in the data;
  - ii. Require all employees, contractors and agents who have access of any kind to comply with this Agreement, FERPA, and applicable Arizona law;
  - iii. Maintain all data received pursuant to this Agreement in a secure manner, separate from all other data files, and not copy, reproduce, or transmit data obtained pursuant to this Agreement except to its own agents acting for or on behalf of the Department and as necessary to fulfill the purposes described herein;
  - iv. Not disclose data contained under the Agreement or addenda to it in any manner that could identify any individual student, except as authorized by FERPA;
  - v. Not report data of a group of students of less than 10.

- vi. Use methods to properly protect personally identifiable information reported in aggregate in accordance with the methods outlined by the National Center for Education Statistics. <http://nces.ed.gov/pubs2011/2011603.pdf>
- f. The Agreement shall remain in effect until June 30, 2015 unless terminated, canceled or extended as provided herein. This Agreement is renewable upon written approval by the authorized representative of each party. This Agreement may only be amended by a writing signed by both parties.
- g. ADE may terminate this Agreement immediately and without notice if there is any violation of the terms of this Agreement.
- h. Notice under this Agreement shall be given to:

Arizona Department of Education at:  
Carrie O'Brien  
Director of Legal Services  
1535 W. Jefferson Street, Bin 62  
Phoenix, Arizona 85007  
Carrie.o'brien@azed.gov  
(602)542-3378

Arizona Charter Schools Association  
Eileen B. Sigmund, President  
1825 E Northern Ave. Ste. 275  
Phoenix, AZ 85020  
602-944-0644 Ext. 308

- i. Notice is given of A.R.S. § 12-1318, 12-155, 18 AND 38-511.

ARIZONA DEPARTMENT OF EDUCATION

By: *Tracey Morley*

Its: DIRECTOR, POLICY DEV. & GOV. REL.

Date: 3/24/14

ARIZONA CHARTER SCHOOLS ASSOCIATION

By: *Eileen B. Sigmund*

Its: PRESIDENT

Date: 3/15/14

## Appendix A

### **ADE DATA REQUEST – AUGUST 2013**

#### **Who We Are and What We Do**

The Arizona Charter Schools Association (the “Association”) is an Arizona nonprofit corporation. Its organizational purposes, as provided in its Articles of Incorporation, include “supporting the charter school movement and assisting Arizona’s charter schools . . . in creating and improving the education of the children they serve.”

The Association’s mission is to support student achievement through high-quality charter schools, advocate for student equity and charter school autonomy, and lead Arizona charter schools as a sustainable, strong credible organization.

The primary goal of our research and evaluation efforts is to understand the impact of charter schools on student achievement in Arizona and to provide transparent data and evidence that will result in decisions that increase school quality. The Association cannot effectively serve charter schools, students, parents and our education community without access to data that allows us to answer fundamental research questions about student achievement, school performance, school choice, governance, and finance.

The Association has invested significant resources, through the Center for Student Achievement, in the technology infrastructure to house and secure data and has hired two researchers with outstanding research credentials and extensive educational research experience to tackle our comprehensive research agenda.

It is our goal that the work we do is relevant and informs the public in a manner that will lead to improved school choice policies, improvements in school leadership and instruction, and ultimately a better quality public education for all Arizona students.

## **New Schools for Phoenix Study**

### **Context of the Study**

For the last three years, the Association has had a federal leadership grant to develop, pilot, and implement a training model for new charter school leaders statewide. This grant allowed the Association to create a systematic program to support the development of high quality leaders and schools. While these schools will impact the larger education community in Arizona, the work was not focused on a specific geographic area.

The Association realized that a targeted geographic approach would be necessary to produce the greatest gains in student outcomes. Our market analysis, student-achievement data analysis, and our understanding of program support led the Association to target the Phoenix Union High School District attendance boundaries.

Some compelling data about the Phoenix Union attendance area:

- There are 195 schools in the Phoenix Union High School District boundaries, enrolling approximately 129,000 students.
  - 59 (30%) are charter schools, enrolling 13% of students
  - 136 (70%) are district schools, enrolling 87% of students
- The majority of schools within the boundaries (157, or 81%) have a FRL rate of 70% or higher.
  - 37, or 24%, of these high poverty schools are charter schools
  - 120, or 76% of these high poverty schools are district schools
- 88% of *all* students enrolled within the PHUSD boundaries attend a school with a FRL rate of 70% or higher. Of these students, 10% attend a charter school.
- Only 29 (15%) of schools in the PHUSD boundaries are rated an “A” by the ADE in 2013. Collectively, they enroll approximately 13% of all students in the attendance boundaries.
  - However, only 15 of these schools have a FRL rate of 70% or above.
  - In other words, only 6% of all students in the PHUSD boundaries attend an “A” rated, high poverty school.

Based on this analysis and our experiences, New Schools For Phoenix was created by the Association to develop and support dynamic leaders to open 25 high-quality charter schools over five years that enroll 12,500 low-income students within the boundaries of the Phoenix Union High School District.

### **Purpose of the Study**

The purpose of this study is to identify those schools, district and charter, that are significantly improving student outcomes and understand the context in which they are accomplishing these results. In order to pursue a qualitative study, to identify the characteristics of these schools that

lead to results, the Association must conduct quantitative research first to determine the schools of interest.

Additionally, as the Association is focusing on opening high quality charter schools in the Phoenix Union Boundaries, it is critical that evaluation data exist to determine the effectiveness of our programs. Significant philanthropic resources have been raised to support this endeavor; these partners have a right to expect an evaluation of the impact of their support. A significant part of this evaluation is an understanding of the value-add that our schools provide to their students as compared to the alternatives within the attendance boundary. These data will also provide valuable evidence to existing charters and districts as well as policy makers.

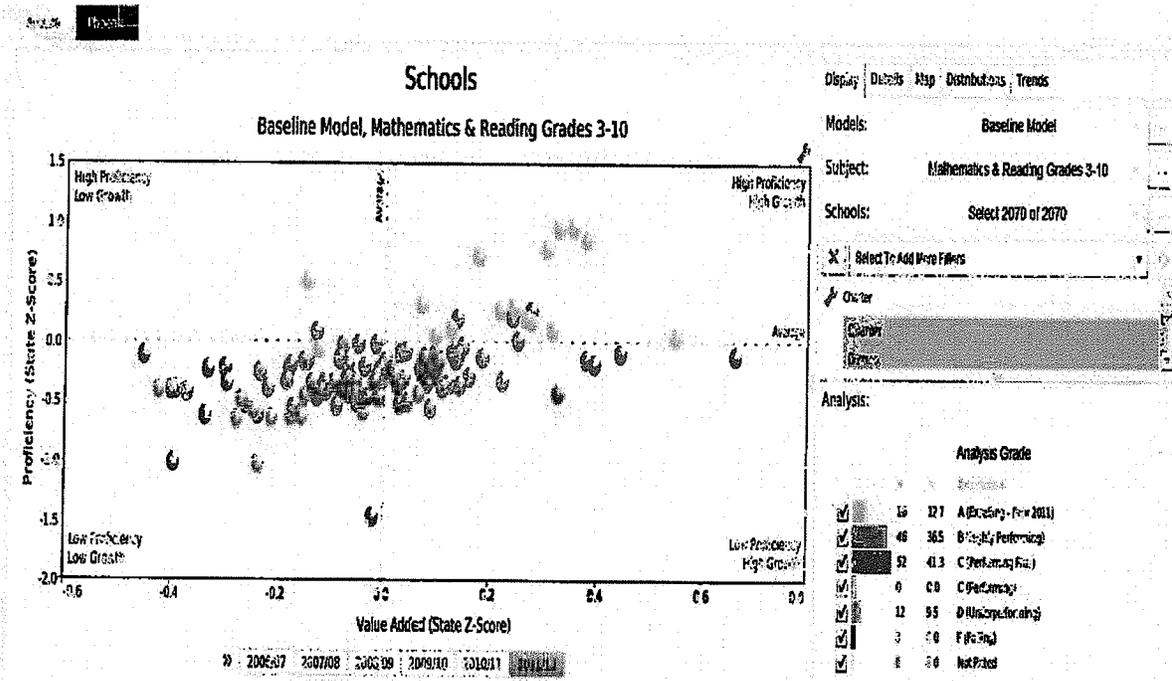
### **Research Questions**

1. How much “value added” do charter and district schools provide students within the Phoenix Union attendance boundaries?
2. Do schools, district or charter, perform above, below or at their expected rates based on a value added model that uses AIMS data?
  - a. Do these results vary by type of school (traditional, alternative, small)? By grades served (e.g., elementary vs. high school)?
3. Which schools demonstrate the most “value-added”?
  - a. What can be learned from these schools that can be used in other settings to improve student outcomes?
4. Please note that Research Questions 1 and 2 in the Arizona Charter School Performance Study outlined above can also be answered for this group of schools.

### **Limitations of Existing Publicly Available Data**

The following visualization of data, created from masked student level files for prior schools years, demonstrates the Association’s ability to answer research questions 1 and 2 when these data are made available by the Department of Education. This particular screenshot shows performance on value-added and AIMS proficiency, compared to statewide averages, for charter and district schools within Phoenix Union attendance boundaries. The filters on the right would allow this question to be explored for schools with differing characteristics such as school size, charter/district, elementary/high school, percent FRL, etc. The tabs at the bottom would allow for the longitudinal analyses of these data.

State proficiency z-scores and state value-added z-scores cannot be calculated without statewide masked student level data.



**Our Request**

In order to conduct the studies described above, the Association requests the following data:

1. Student-level AIMS and SAT-10 data for all tested grade levels and subject areas. Masked SAIS IDs used to protect student-identifiable information should be consistent with previous data files used by the Association. Data files should be comparable to the raw data file provided to all districts and charter schools through the Department's Common Logon application (e.g., all raw, scale, and performance level information, along with all demographic information available should be part of this data file).

**Year of Data Requested**

We request these data files for the 2012-2013 school year and in future years (2014, 2015) in order to update our analyses and maintain the relevancy and usefulness of our work.

