

AMENDMENT NUMBER SIX TO DATA HUB RESEARCH DATA SHARING AGREEMENT

THIS AMENDMENT NUMBER SIX (“Amendment Number SIX”) to the Data Hub Research Data Sharing Agreement, effective as of May 10, 2023, is between Kalamazoo Regional Educational Service Agency, the administrative home of the Michigan Data Hub (“Provider”), and The Regents of the University of Michigan, on behalf of the Education Policy Initiative and Michigan Education Data Center (“University” and, together with Provider, the “Parties”).

WHEREAS, Provider and University are parties to the Data Hub Research Data Sharing Agreement effective as of May 28, 2020 (the “Agreement”) and Amendments Numbers One, Two, Three, Four, and Five to Data Hub Research Data Sharing Agreement effective as of June 11, 2021, November 1, 2021, December 10, 2021, December 21, 2021, and April 19, 2022 (the “Amendments”), under which Provider shares certain information from the Michigan Data Hub with University with the consent of participating school districts in Michigan.

WHEREAS, the Parties now desire to amend the Agreement to expand the scope of the Project to include Provider’s provision of school district benchmark assessment data to reflect the legislative changes to MCL 388.1704h under Public Act 144 of 2022 and allow analysis of student-level data for the purposes of current and any future mandated studies.

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree to amend the Agreement as follows:

1. The first two sentences under the heading “**PURPOSE**” are amended to read as follows:

The Provider has decided to share data with the University for purpose of: (1) educational research, which includes (a) better identifying students needing literacy support, tracking student early literacy progress, and developing metrics and predictive analytics for student success on State assessments (the “Read by Grade 3 Project”), (b) analyzing the implementation and effectiveness of the Michigan Department of Education’s Partnership Model of school and district turn-around across several student and educator outcome metrics (the “Partnership Project”), (c) the evaluation of Michigan Department of Education’s Comprehensive Literacy State Development Grant (the “Comprehensive Literacy Project”), (d) identifying and analyzing the characteristics and impacts of Transitional Kindergarten programs (“TK Project”); (e) allowing the use of student-level data for purposes of current and future mandated studies and (2) transmitting district-level data from benchmark assessments administered under PA 149, MCL 388.1704a, and MCL 388.1704h (the “Benchmark Assessment Mandate Project”). Collectively, the Benchmark Assessment Mandate Project, the Ready by Grade 3 Project, the Partnership Project, the Comprehensive Literacy Grant Evaluation Project, and the TK Project are referred to as the “Project”. This Agreement is for the purpose of moving Local District Data (as defined below) to the University, which will conduct analysis, aggregation, and reporting for the Project.

For the purposes of the Benchmark Assessment Mandate Project, The University of Michigan will receive data from The Provider, create researcher-ready files, maintain data for access by the research team, and provide support for aggregations of student-level data. Michigan State University will complete aggregations of student data sets created by the University of Michigan and compile requested reports. The University of Michigan and Michigan State University may use student-level data for any current and future mandated studies, provided that the data is de-identified and aggregated in final reports generated from the data.

2. Paragraph 8 under the heading “II. Compliance with FERPA.” is amended to read as follows:

Subject to applicable laws, upon written request of Provider, University shall destroy all Data under this Agreement within sixty (60) days after it is no longer needed for the Project. It is expected that the Benchmark Assessment Mandate Project will be complete before the Read by Grade 3 Project, the Partnership Project, and the Comprehensive Literacy Grant Evaluation Project and, therefore, University will destroy all Data provided under this Agreement in connection with the Benchmark Assessment Mandate Project within sixty (60) days after it is no longer needed for the Benchmark Assessment Mandate Project provided, however, that the University does not need to destroy any Data received by University under this Agreement in connection with the Benchmark Assessment Mandate Project to the extent a Local District has separately agreed to share such Data under the Read by Grade 3 Project. University will store Data using current best practice technologies that are housed in a reasonably secured data center in accordance with applicable laws. Data destruction will be accomplished by deletion of all relevant files stored by the University. The University agrees to require all employed researchers of any kind to comply with this provision. In all circumstances, the University will destroy all Data in its control upon termination of this Agreement at Provider’s written request.

3. Appendix A to the Agreement is modified to add the additional provisions attached hereto as Appendix A to identify the specific data shared for the Comprehensive Literacy Grant Evaluation Project.
4. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
5. Effect of Amendment. This Amendment Number Five explicitly replaces and supersedes the Amendments in whole. This Amendment Number Five only replaces and/or supersedes the Agreement to the extent identified herein. In the event of a conflict between this Amendment Number Six and the Agreement, this Amendment Number Six will govern. Otherwise, the Agreement remains in full force and effect.

- 6. Counterparts. This Amendment Number Six may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.
- 7. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized officers.

PROVIDER

By: DocuSigned by:
Brian Schupbach
8FC6184DE5DE44E...
Name: Brian Schupbach
Title: Asst. Supt. for Technology
Date: 5/22/2023

UNIVERSITY

By: DocuSigned by:
Michael Hudson
E973D7ABCC57461...
Name: Michael Hudson
Title: Project Representative - ORSP
Date: 5/25/2023