

AMENDMENT NUMBER ONE TO DATA HUB RESEARCH DATA SHARING AGREEMENT

THIS AMENDMENT NUMBER ONE (the “Amendment”) to the Data Hub Research Data Sharing Agreement, effective as of May 28, 2020, 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”) 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 under Public Act 149 of 2020, commonly known as the “Return to Learn Legislation” (“PA 149”).

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties hereto agree 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 (e.g. to better identify students needing literacy support, track student early literacy progress, and develop metrics and predictive analytics for student success on State assessments) (the “Read by Grade 3 Project”); and (2) transmitting district-level data from benchmark assessments administered under PA 149 (the “Return to Learn Project” and, together with the Ready by Grade 3 Project, (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 purposes of the Return to Learn 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.


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 Return to Learn Project will be

complete before the Read by Grade 3 Project and, therefore, University will destroy all Data provided under this Agreement in connection with the Return to Learn Project within sixty (60) days after it is no longer needed for the Return to Learn Project; provided, however, that the University does not need to destroy any Data received by University under this Agreement in connection with the Return to Learn 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 here to as Appendix A.
- 4. Definitions. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.
- 5. Counterparts. This Amendment Number One 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.
- 6. 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: 

Name: Brian M. Schupbach

Title: Assistant Superintendent for Technology

Date: 6/15/2021

UNIVERSITY
By: 

Name: Eric S. Ward

Title: Project Representative, ORSP

Date: 11 June 2021

Data Hub Research Data Sharing Agreement

Appendix A Amendment: Data Sharing for the Return to Learn Benchmark Assessment requirement to provide aggregated data

For purposes of the Return to Learn benchmark assessment legislation, this amendment specifies the data that will be shared specific to this requirement. An Application Programming Interface (API) will be used to access the data resources listed below for the 2020-2021 school year in order to:

- Combine that data with approved subgroup data provided by CEPI
- Create aggregate result files to return to the Michigan Data Hub as indicated in the legislation

The data transfer will be made available through the following resources, maintained by the Michigan Data Hub, using the Ed-Fi v3.1 API:

- [Assessments](#) – Definition of assessments loaded
- [ObjectiveAssessments](#) – Definition of strand level assessment data
- [Students](#) – Base student name information
- [StudentEducationOrganizations](#) – This provides student identification code information including the student Unique Identification Code (UIC), which is used to link student assessments to CEPI provided subgroup data
- [StudentAssessments](#) – Student level assessment results data
- [StudentSchoolAssociation](#) – Student enrollment information, including school and grade level
- [Schools](#) – School name and state code
- [LocalEducationAgency](#) – District name and state code