

Collaborating with School Districts to Serve Homeless Students



 Bill Wilson Center

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INTRODUCTION

Education can be a way out of poverty and homelessness. According to the National Center for Education Statistics, “In 2016, the median earnings of young adults with a bachelor's degree (\$50,000) were 57 percent higher than those of young adult high school completers (\$31,800). The median earnings of young adult high school completers were 26 percent higher than those of young adults who did not complete high school (\$25,400).”

Bill Wilson Center (BWC) has seen great success by following the premise that education is a path out of poverty and homeless. This paper outlines BWC’s work with high school students and their families. Through local partnerships, and with access to local and state funding, students who were homeless or at-risk of homelessness were able to stabilize their home lives, thus, improving school performance.

Partnering With High-Schools – Family Advocacy Services (FAS)

BWC has seen a significant increase in the number of youth remaining in school while addressing the housing instability of their families. Many of these youth are homeless with their families, but some are living on their own - “couch surfing,” or living in a place not meant for human habitation. To better serve these youth, BWC joined with local public high schools to identify students who would benefit from the intensive case management and financial assistance of their Family Advocacy Services (FAS) program. FAS is a proactive trauma-informed, case management approach with the goal of reducing the number of students and their families who are, or who are at risk of becoming homeless.

The program’s hypothesis is that by stabilizing a student’s and their family’s housing, their attendance in school would improve and grade point averages would increase, leading to academic success. Also, by demonstrating to schools that intensive support to families and their children to prevent or end homelessness, improves school performance, they would solidify support for the program.

Bill Wilson Center (BWC) is a nonprofit agency with the vision of ending youth and family homelessness in Santa Clara County and preventing poverty in the next generation. As part of this initiative, BWC has focused efforts on supporting homeless youth, foster youth, juvenile justice youth, and families. For many of these youth, education is the key to securing employment that pays a living wage. The unemployment rate for youth who obtain a high school diploma is significantly lower than for those who do not complete school. In Silicon Valley, with its exceptionally high cost of living, youth need a college education or advanced training certificate to earn a living wage.

At the core of BWC programs is the belief that young people need the opportunity to pursue their educational and professional goals. Education and training, including practical life skills, promotes self-confidence and independence, and provides young people with the skills and competencies necessary to enter the labor force and remain competitive throughout adulthood. Education is a pathway out of homelessness and poverty.

BWC had already been providing counseling services in schools. We asked ourselves if we could expand school-based services to focus on preventing family homelessness. What would be needed and would it be cost-effective? The focus would be on stabilizing housing for high school aged students and their families with the expectation that increased stability would lead to improved school attendance and performance.

This paper outlines how the Family Advocacy Services program was developed, refined and expanded over six years from starting with serving two high schools in 2012 to serving 57 schools at the start of the 2018-19 academic year. It is our hope that this document will help other service providers and schools to develop partnerships to prevent and end youth and family homelessness.

Trauma of Being Homeless

Being or becoming involuntarily homeless is a traumatic experience, and can have

serious effects on the health of children and their families. The experience of homelessness affects the physical, emotional, cognitive, social, and behavioral development of children, regardless of their age.¹

Many homeless families and children have risk factors that are strongly associated with long-term problems. There is strong evidence these children have toxic-stress exposure, which undermines health, brain development, and long-term functioning.² Research has shown that when a student is homeless while attending school, it can cause high levels of stress and anxiety.³ While other students are able to focus on getting good grades and planning for college, students who are homeless often worry about basic necessities, such as food, clothing and shelter.

¹ Ellen Hart-Shegos, Homelessness and its Effects on Children, 1999.

² Stephanie Dickrell, Child Homelessness Can Have Long Term Consequences, 2016

³ “Ending Youth Homelessness”, United States Interagency Council on Homelessness.

PREVENTING AND ENDING YOUTH AND FAMILY HOMELESSNESS BY PARTNERING WITH SCHOOLS

Goal of Family Advocacy Services

FAS is both an early intervention for families with school-age children who are at-risk of becoming homeless, and an intervention model working with homeless youth and their families. It is a proactive case management approach with the goal of reducing the number of students and their families who are homeless or become homeless. The initial premise of the program was that if students' housing situations were stable they would improve their school performance and attendance. Instead of measuring the success of the program by measuring housing stability, success would be measured by the students' behavior and performance in school. Would grades and attendance improve if children weren't worried about their living situation? The outcomes far exceeded the expectations.

FAS serves homeless families and homeless unaccompanied youth as defined by the McKinney Vento Act⁴, which includes families that are "doubled up." Once stabilized, as this program has demonstrated, the youth's academic performance and school attendance improves."

Challenges

BWC initially proposed implementing this program in two pilot high schools and faced several challenges. The first hurdle was convincing school administration of the intent, purpose and importance of providing FAS to their homeless/housing-insecure students and families. While the schools were concerned about their homeless students and families, they were reluctant to bring in a non-profit organization to provide services.

⁴ The McKinney Vento Act is a federal law that funds homeless shelter programs. Homeless youth are defined by this act as those who lack a fixed, regular, and adequate nighttime residence; who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and migratory children who qualify as homeless because the children are living in circumstances described above.

School bureaucracy, lack of protocols, and limited access to private counseling rooms or academic databases increased the barriers.

BWC staff persevered in advocating for the program to be implemented, by securing meetings with McKinney Vento Liaisons, Principals, and District School Superintendents to explain the program. After several informative meetings, and an orientation to a number of teachers and administrators, the program began in the fall of 2012. We didn't have a counseling room, nor did we have access to the school's database to evaluate the impact on student attendance, grades or academic achievement. At this early point we relied on the student's own evaluation, information from teachers, and parental reports to determine outcomes.

Program Design

A Housing Specialist Case Manager was assigned to divide his time between the two high schools. At the beginning of the implementation of FAS, the Case Manager- provided training to the teachers and administrators on homeless issues, on how to identify and refer homeless students and their families to the program, and on resources available through FAS. The Case Managers also responded to numerous questions from school staff. Flyers, in Spanish and English, provided by BWC were sent home with students describing FAS and how families could access services. This information was also posted during parent-teacher night. FAS Case

LIVING IN AN OVERCROWDED GARAGE

A family referred to FAS was living in a garage with 10 people. One of the children who was attending high school would stay with different friends in order to not be in close proximity to unrelated adults. Her life was chaotic and she often missed school and her grades dropped. Her family was being evicted for not paying utilities.

FAS Case Managers received this case and within a week had negotiated with the landlord for a reduced utility payment and began working with family for better housing. With support from the case manager the father was able to secure a job with a local grocery store and is now able to afford higher rent. A new apartment was secured. The young student returned to living with her family, no longer "couch surfing" and is regularly attending school.

Managers provided monthly workshops for parents (and teachers, who were also invited to attend) on topics relating to tenant rights, supporting their children in school, dealing with behavioral issues, resources available to assist families, legal issues, communication skills, immigration resources, why homeless students may be afraid to acknowledge their situation, and much more.

Program Description

FAS uses a case management approach, which provides support to students and their families in identifying needs, including support services to maintain or locate housing for the family, and to enhance school performance and attendance for the student. BWC Case Managers provide a range of homeless prevention and intervention activities, working with the entire family to provide trauma-informed wrap-around case management.

The supports provided by Case Managers enable students to focus on their academics, attend extra-curricular activities, athletics, clubs, and prepare for post-secondary education or training.

Although focusing on high school students, many of these families also have younger children. Through FAS services, staff is thus focused on the entire family. The major responsibility of the FAS Case Managers is to connect with and engage the family, including the youth, into services. The Case Managers provide the family with resources that support the family in becoming self-sufficient, and enable them to maintain or secure safe, affordable housing. The Case Managers also focus on the needs of the youth (and other children in the household) to ensure they receive the necessary academic support, as well as tutoring, access to computers, and other supports.

The Case Managers meet individually with the student and with his/her family to complete an assessment of needs. The assessment includes screening for trauma. The nature of trauma affecting students varies considerably and impacts individuals differently. For example, two referrals were received on the same day. One referral was

for a girl, who found the body of her mother's boyfriend, who had committed suicide. The other was for a young man, who was self-conscious, when lining up for food at school. He was identified as having an eating disorder. Both are being referred for trauma-focused behavioral health services.

Following the assessment, the family is connected to the local Continuum of Care (CoC)⁵, where program staff complete an intake in the Homeless Management Information System (HMIS) to be placed in the coordinated entry system for the county for housing. However, Bill Wilson Center has specific housing that can respond quickly for interim housing if the youth or family is homeless. For those families needing support to stay in their current housing, Case Managers can access emergency financial assistance from Bill Wilson Center's grant funds that provide rental/financial support. If longer term help is needed Case Managers connect and accompany the family to the proper community resources.

Approach and Key Elements of FAS

- FAS relies on a strong partnership with McKinney-Vento staff and schools
- Culturally competent Case Managers
- Services are embedded in schools. Their availability is reinforced through presentations, meetings with teachers, PTAs and counselors
- Trauma-informed approach that has a "youth and family approach" with the aim of keeping families together
- Match the cultural, language and demographic needs of students and families
- Connections are built to expanded service systems
- Warm hand-offs to resources
- Youth often feel powerless in their family situation – they are given options and opportunities to give them control over their own lives

⁵ Santa Clara County's CoC or Continuum of Care is a group of community stakeholders committed to ending homelessness in the County. The CoC has a set of standards for services, data measurements and quality control throughout the County, and uses a uniform technology information system to comply with the Federal Department of Housing and Urban Development's data collection, management, and reporting standards.

- Access to a reserve of funds that are immediately available to address financial emergencies (upto \$2,500 per family)
- Family and parenting support and classes
- Access to legal assistance to assist with immigrant status, tenant rights, domestic violence, restraining orders and other needs
- Referral to employment training and resources
- Education, tutoring services, etc.
- Assistance with obtaining public benefits
- Assessing and addressing the health and safety needs of the family.

Outcomes of FAS Support

The following are outcomes for the first full year of the FAS program (school year 2013-14):

- 67% of the 75 families (50 families) received support to maintain or secure stable housing
- 53% of the 75 families (40 families) received utility assistance, bus passes, rental vouchers, or other financial support
- 75% of youth (38 youth) whose families received support improved their GPA (parent/youth report)
- 77% of the youth (39 youth) decreased truancy by 85% (parent/youth/teacher report)

Over the last five years (since 2013), 583 individuals within 244 families received services from the FAS program in these two schools; that is approximately 195 people in 85 families per year. 56%, of students participating improved their school attendance. 78% improved their academic performance. 67% of families increased their employment. Last year alone (2017), we contacted 40 families who came into the

DAMIAN

Damian, a 16 year old youth was living in a tent behind a grocery store while attending his high school. He knew that in order to succeed in life, he needed to get his high school diploma. His single mother of three, had moved to another state, leaving him to fend for himself.

FAS was contacted and he was immediately admitted to BWC's Youth Shelter where he received counseling support, case management, and was able to continue attending his school. Counselors located other family members who agreed to provide housing locally so Damian could finish school.

His school attendance significantly improved, and his academic performance even more so. More important, he is no longer alone, on the streets, without food or shelter.

program without employment or stable housing. Through FAS services, 80% (32) of those families became employed and stayed employed; and 84% (34) of the families we helped find housing were able to maintain stable housing.

Bill Wilson Center's Homeless Student Survey

Because we were seeing a high number of homeless youth in the schools where FAS was active, we knew there must be more homeless students in other schools throughout Santa Clara County. We designed a student survey to determine if we were correct.

The survey documented the number of students, ages 14 – 18, who had left home and were living somewhere else temporarily – such as a friend's house, or with a relative, generally known as “couch-surfing”.

BWC employed an innovative approach. Assuming young people have unique and invaluable insight into the struggles of their peers, the survey questioned students directly (rather than guidance counselors or administrators) about local youth transience and homelessness.⁶ The results indicated high rates of youth disconnection from stable, permanent homes. Contrary to the popular notion that youth homelessness is primarily about young people living on the streets or abandoned buildings, this research suggests homelessness is, in fact a broad phenomenon existing on an extended continuum.⁷ The survey was distributed to six high schools in Santa Clara County, California, from both high and low income communities. 3,442 surveys were collected from the high schools and analyzed in May and June of 2017. Students were counted as homeless if they lacked a fixed, regular, and adequate nighttime residence at any point during the school year.⁸

The Santa Clara County school survey findings were startling: 17% of high school students surveyed indicated they were unhoused or knew another youth that was or that is, doubled up, couch surfing, living in vehicles, or on the streets. Many homeless

⁶ Youth Catalytics, 2015 Homeless Youth Estimation Project

⁷ Ibid

⁸ Refer to Bill Wilson Center's “Count Me! Hidden in Plain Sight: Documenting Homeless Youth Populations”, Sept. 2017.

students were “couch-surfing” (moving from place to place without a permanent home) and not staying in shelters or sleeping outdoors. They were experiencing homelessness due to poverty, family alienation or disruption, and the lack of other resources. Clearly the mask of stability provided to students by their schools cannot remove the instability of homelessness. Considering there are approximately 77,935 students currently in high schools throughout Santa Clara County, it is probable that as many as 13,250 (17%) students may be part of the hidden homeless!

In addition, homelessness is among the most significant risk factors related to school dropout, beginning in middle school and continuing into high school⁹. As a result, this data likely underestimates the extent of homelessness among youth. Accurate school identification efforts such as BWC’s Homeless Student Survey sheds light on the true extent of youth homelessness, empowering schools and communities to respond.

Data Improvement and Academic Success with FAS Support

In 2016-17, the contract between the County of Santa Clara, the two high schools and BWC, was revised to allow FAS staff to have access to the district’s “Infinite Campus.” Database. FAS staff were also provided with office space to conduct assessments and meetings with youth and families. An MOU was crafted by the school district for this access. All outcome data are now drawn from the school’s database. The strong relationship and coordination of services between BWC and the schools has led to the success of the program and additional support for FAS from the local school districts.

In the school year 2017-18, FAS was implemented in a third secondary school on the eastside of San Jose, California. This school, which serves students in grades 9–12, has an average enrollment of 1,800 students compared to the state average of 1,413. 70% of the students are ESL and 70% receive free or reduced lunches. Minority

⁹ American’s Promise Alliance and Center for Promise (2014). Don’t Call Them Dropouts: Understanding the Experiences of Young People Who Leave High School Before Graduation.

enrollment is 91% of the student body (majority Hispanic), higher than the state average of 76%.

At this school, there were 41 students/families enrolled in FAS services. From the date of enrollment to completion of FAS (approximately six months), 90% of the students' GPA increased from an average of 2.2 to 3.13 (36 out of 41 students). In addition, for the school year 2017-18, attendance improved for 92% (37) of the youth. BWC now has access to the school's database, and staff are developing a more thorough tracking system to quantify the improvement attained for each student in the program.

Partnering with an Entire School District

San Jose Unified School District (SJUSD) was so impressed by the outcomes achieved by FAS in the one high school in 2012-15 that it requested in 2016 that BWC expand the program to provide FAS throughout the entire school district. The District secured funding from a federal grant for the expansion.

Working with the McKinney Vento Liaison, a formal MOU was developed between SJUSD and BWC addressing the needs of both organizations. It was extremely helpful to have the McKinney Vento Liaison in full support of the FAS program. Through her efforts, the school district agreed to let BWC access their database in order to extract performance outcomes and to monitor students attendance on a daily basis. What is noteworthy is that BWC is the only non-profit in the county given permission to access the district's database. The MOU outlined both organizations' responsibilities and

MIGUEL

Miguel, a senior in high school, was so far behind in credits that hopes of graduating seemed out of reach.

FAS was able to provide housing for Miguel and his family in one of BWC's housing programs, qualifying Miguel as "head of household."

The FAS Case Manager worked with Miguel on determining what was needed to graduate on time. He needed ten classes in one year to receive his diploma. FAS staff provided tutoring, one-on-one support, and to everyone's delight, Miguel completed his 10 classes, and went from a 1.68 to a 2.16 GPA. He passed all his classes and walked with his classmates!

services to be provided: the District would provide BWC an office/counseling space and access to the district's academic database to track outcomes. BWC would provide FAS services to homeless/at-risk of homeless students and their families at all 40 schools in the district. The McKinney Vento Liaison would provide referrals to the FAS program. The confidentiality responsibility is also clearly spelled out in the MOU.

With funding from a Coordinated School Health – Local Education Agency (LEA) Medical Reinvestment grant, BWC was able to hire a full-time, bi-lingual (Spanish) Case Manager to provide services to the entire school district. To date, FAS has received 340 referrals from SJUSD and 18 referrals from families that have made contact or have been referred through the Santa Clara County Office of Education who are homeless and eligible for McKinney Vento services. All families were assessed and some were linked to other available community services. All students and families are monitored by their FAS Case Manager. The Case Manager is currently handling a very large case load of 62 families. Services provided include short term, intensive case management for youth and their families with referrals to educational resources to address academic challenges, budgeting and financial management assistance, legal needs assistance, parent education workshops, training of school staff, linkage to emergency housing resources, employment services, mental health services, financial assistance and other supportive assistance. A key component of the program's success is having access to unrestricted funds to address immediate financial needs such as payment of a security deposit or past-due rent, buying school supplies, etc. These funds were provided through donations and from BWC's general fund. All services have a trauma-informed lens. Bill Wilson Center's staff are trained in what it means to provide trauma-informed services. For example, the Case Manager always provides snacks to students before engaging in case management services, taking care to inquire about basic and immediate needs before launching into services.

To view SJUSD's comments about this program please access our video at <https://www.youtube.com/watch?v=mPdvAhAMPZI>.

Data Collection

In order to determine the success of this program, BWC relies on accessing data for outcome measurement. We are now able to track grade levels, GPA changes, attendance, and behavioral incidences of students. With access to the District's "Infinite Campus" Database, we can more accurately measure the success of the program. In addition, BWC has a formal process to track and record data as part of the agency's Program Quality Improvement (PQI) process. Data is tracked through our in-house electronic health record system. All of the measurable outcomes outlined in the FAS program are assessed on a quarterly basis by the PQI staff team to ensure the program is on track to meet goals. In addition, BWC enters all homeless families into the Santa Clara County's Homeless Management Information System (HMIS) and the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT) system, which assesses and ranks the families by greatest need. When families are entered into HMIS, they are then able to access the County's homeless services, which includes access to housing. We are able to conduct the HMIS VI-SPDAT questionnaire and enroll McKinney Vento families into the system as part of the services provided.

Grant Outcomes

The following are outcomes from the most recent report (August 2017 - March 14, 2018) for FAS in SJUSD:

- Number of unduplicated individuals impacted by FAS
 - SJUSD students - Goal: 200; Served: 236
 - Parents/guardians - Goal: 100; Served: 153
 - Non-SJUSD individuals (children under age 5) - Goal: 30; Served: 23
- Objective #1: 50% of middle and high school students in the program will improve their grade point average from enrollment to end of school year.
 - The average grade point average for students attending from enrollment to end of school year went from a GPA of 1.99 to a GPA of 2.51
- Objective #2: 40% of parents/families who fully participate in FAS's intensive case management will regain/maintain a stable living environment.

- Of the 145 families who requested some type of assistance, 88% have maintained or regained a stable living environment
- Objective #3: 50% of students in the FAS program will receive mental health services/counseling services from BWC.
 - Of the 145 students served in the FAS program, 68 (47%) agreed to receive mental health services

Cost Benefit of Family Advocacy Services

The average cost of services to each family is approximately \$1,600 to \$1,700.

FAS provides an almost immediate cost benefit to participating school districts. School attendance has improved for 56% of participants. This translates into increased Average Daily Attendance (ADA) revenues for the district (currently approximately \$45 per student per day), thus a student who improved attendance by one day a week over the course of a school year of 36 weeks would lead to an increase in ADA revenue of \$1,620, the approximate cost of FAS per participant.

Seventy-six percent of participants show an increase in their GPA, often making the difference between being eligible for graduation and otherwise not graduating. This has lifetime implications. Estimates of the cost benefits of high school graduation vary considerably. They can be calculated in two ways. First, individuals who do not graduate from high school incur higher health care costs, are more likely to be recipients of public assistance and to enter the criminal justice system (80% of the incarcerated population do not have a high school diploma)¹⁰. These are direct costs to the taxpayer. The second is the lower lifetime earning potential of individuals without a high school diploma. The reduced earnings not only decrease the spending potential of the individual but also represent reduced tax revenues compared to those generated by those graduating from high school.

¹⁰ Huffpost 5/13/2014

Data from the Center for Benefit Cost Studies in Education¹¹ show that combined lifetime state and local costs of Health, Crime and Welfare are \$14,960 higher for female non-graduates and \$47,680 higher for male non-graduates. Federal costs are \$20,860 greater for female non-graduates and \$20,360 greater for male non-graduates.

According to the National Center for Education Statistics, “In 2016, the median earnings of young adults with a bachelor's degree (\$50,000) were 57 percent higher than those of young adult high school completers (\$31,800). The median earnings of young adult high school completers were 26 percent higher than those of young adults who did not complete high school (\$25,400).” Thus an adult, who did not complete high school earns \$6,400 less annually than someone who completes high school for a total of \$307,200 over a work life of 48 years from age 18 to 66. This corresponds with a potential loss of federal revenue of \$60,365 for a single individual or \$23,500 for a married person with two children.

In states with sales tax and state income tax, there is a corresponding reduction in revenue generated by individuals without high school graduation compared to those with graduation.

Working with students to stabilize their living situation increases their likelihood of graduating from high school thus creating lifetime benefits to the individual by reducing their likelihood of homelessness and poverty and significantly reducing societal costs.

¹¹ The Cost of High School Failure and Suspensions for the State of California. Commissioned by The Civil Rights Project/Proyecto Derechos Civiles, University of California, Los Angeles. October 2014.

Collaborating with School Districts to Serve Homeless Students

SINGLE NO CHILDREN	Non High School Completer		High School Graduate		Differences Graduate vs Non-Graduate	
	Annual pay \$25,400		Annual pay \$31,800		Annual difference	Working life difference
		Working life total		Working Life Total		
Gross Pay	\$25,400.00	\$1,219,200.00	\$31,800.00	\$1,526,400.00	\$6,400.00	\$307,200.00
Exemptions	\$12,000.00		\$12,000.00			
Taxable Income	\$13,400.00		\$19,800.00			
California Income Tax	\$297.87	\$14,297.76	\$579.47	\$27,814.56	\$281.60	\$13,516.80
Federal Income Tax	\$1,417.50	\$68,040.00	\$2,185.50	\$104,904.00	\$768.00	\$36,864.00
Social Security	\$1,574.80	\$75,590.40	\$1,971.60	\$94,636.80	\$396.80	\$19,046.40
Medicare Tax	\$368.30	\$17,678.40	\$461.10	\$22,132.80	\$92.80	\$4,454.40
Federal Total	\$3,360.60	\$161,308.80	\$4,618.20	\$221,673.60	\$1,257.60	\$60,364.80

(Tax liability calculated through taxformcalculator.com)

MARRIED, 2 CHILDREN	Non High School Non High School Completer		High School Graduate		Differences Graduate vs Non-Graduate	
	Annual pay \$25,400		Annual pay \$31,800		Annual difference	Working life difference
		Working life total		Working Life Total		
Gross Pay	\$25,400.00	\$1,219,200.00	\$31,800.00	\$1,526,400.00	\$6,400.00	\$307,200.00
Exemptions	\$24,000.00		\$24,000.00			
Taxable Income	\$1,400.00		\$7,800.00			
California Income Tax	\$0.00	\$0.00	\$74.10	\$3,556.80	\$74.10	\$3,556.80
Federal Income Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Social Security	\$1,574.80	\$75,590.40	\$1,971.60	\$94,636.80	\$396.80	\$19,046.40
Medicare Tax	\$368.30	\$17,678.40	\$461.10	\$22,132.80	\$92.80	\$4,454.40
Federal Total	\$1,943.10	\$93,268.80	\$2,432.70	\$116,769.60	\$489.60	\$23,500.80

(Tax liability calculated through taxformcalculator.com)

Homeless Immigrant Students and Families

FAS serves all youth and families needing housing stability support, regardless of immigration status. All Case Managers are Spanish-speaking and culturally competent to work with the districts' primarily Latino youth and families. Case Managers have used interpretation services, when working with families whose first language is something other than English or Spanish.

When fear and anxiety surround students and their families' livelihood, structure, and safety, there is a direct impact on the students' ability to learn and succeed in school. In 2017 there were a reported 117,386 immigrant children attending Santa Clara County schools, with Mexico, China and El Salvador being the top three countries of origin. With changes in federal policies around immigration, a wave of anxiety has gripped those fearing deportations which will ultimately break up their families. Unfortunately, children have absorbed that anxiety and trauma.

FAS staff work directly with the McKinney Vento Liaisons in providing information about federal laws that provide the means for undocumented unaccompanied youth who are homeless to attend school and address their immigration status, as well as supporting the youth and his/her family in securing housing. The Case Managers receive requests for information about what families can do to prepare in case a parent or other family member is detained or deported by immigration agents. Case Managers make referrals

SOPHIA

Sophia, a 17 year old Latina, struggled to stay in school as she was responsible for caring for her three younger siblings while her parents worked in the fields.

The family of six lived with two other families in a rented garage and were behind in rent. Sophia, and her family, were referred to FAS. Because dad was undocumented, he was afraid of removal of his children, he initially did not respond to our calls. Our bi-cultural/bi-lingual Case Manager was able to assure the mother that we could help with housing and immigration status counseling so they were safe.

Rental assistance was secured, and the Case Manager also arranged for preschool for the siblings. Sophia was able to return to attending school regularly, and within six months went from a .33 to a 2.33 GPA. Sophia received additional academic support through tutoring, transportation to and from school, and additional funds for school clothes.

and provide warm hand offs to non-profit organizations that provide assistance, pro bono attorneys, and community-based advocates who work with immigrants. Currently, Bill Wilson Center provides a monthly clinic to families on immigration laws and provides pro bono attorneys to help resolve legal status. The staff also provide information that includes what to do if approached by immigration agents, what documents they should carry at all times, and how to prepare a child-care and family-preparedness plan.

In the current climate immigrant families are afraid and unsure of what the future holds. To help students and their families grapple with the stress that comes with this uncertainty, the FAS Case Managers provide useful tools to empower immigrants and help them regain some sense of control. As trusted allies in immigrant families' lives, program staff play a critical role in ensuring that families have access to important information and resources, and that they are prepared for possible immigration arrests and/or detention.

Engaging immigrant students and their families in a culturally sensitive, trauma-informed manner strengthens the trust between themselves and Case Managers, which enables the student to focus on academics and be less fearful. In addition, it is well documented that the emotional and physical well-being of children is negatively affected by threats of deportation and anti-immigrant scapegoating; FAS staff provide essential support by providing trauma-informed behavioral health services tailored to meet the unique needs of the child and family.

Funding Family Advocacy Services

FAS has proven to be a very cost effective approach to preventing homelessness for students and their families and/or stabilizing housing for at-risk families. The partnership between BWC and the initial two local high schools was funded through two contracts with the Santa Clara County's Department of Family and Children's Services, School-linked Services. The contracts covered the salary and benefits of one FTE Case Manager split between both schools. It also provided funds for client support. With the SJUSD contract, the Coordinated School Health – LEA Medi-Cal Re-

investment grant was used to pay for a full-time bi-lingual Case Manager, with client support provided by Bill Wilson Center. In addition, BWC received Medi-Cal funding for mental health services provided to the youth.

An essential component of the success of the program has been a pool of additional funds to meet immediate needs such as a security deposit, paying a utility bill, buying a graduation gown. Often federal and state funding are restricted in their use. Having a pool of unrestricted funds allows Case Managers to fund other needs for these students and families to help them feel a part of the school.

Direct Benefits of Family Advocacy Services

Housing stability significantly affects how children fare in school. Conversely, services that enable children to remain in school help to moderate some of the disruption of a family housing crisis. When homeless and educational service providers work together, each can better concentrate on core functions and strengths and build more responsive and robust solutions that provide support and services to families at risk of losing housing. FAS was developed to quickly help families and youth about to lose their housing and those already identified as homeless. Students are supported to help improve educational stability and academic success. Families stay intact and with its multi-generational approach, FAS helps reduce the chance of a future cycle of homelessness and poverty. Overall, FAS has demonstrated the power of collaboration with schools. Parents who are afraid of working with school personnel feel safe working with a nonprofit agency with Case Managers who are focused on providing services that are culturally competent and trauma-informed. The outlook for families in the FAS program can improve dramatically once the barriers that keep them hidden are removed. Due to the success of FAS in its first two school districts, BWC will be implementing FAS in a third school district, Santa Clara Unified School District, in the fall of 2018, bringing the number of schools served by FAS to 57.

CONCLUSION

It is our hope that this document assists community-based organizations and schools in developing collaborations and strategies that provide assistance to youth and their families from either becoming homeless or if homeless, finding safe, stable and affordable housing. BWC programs assist youth and families at risk of becoming homeless, or who are homeless, in moving to self-sufficiency by promoting self-direction and self-determination. For youth and young adults, education is the pathway out of homelessness and poverty. Whether the youth and/or family are on the streets, in shelters, in transitional housing programs, or couch-surfing, Bill Wilson Center provides the necessary services to make both secondary and post-secondary education possible, mobilizing support to meet youth's basic needs and creating the space and freedom necessary to explore higher learning. Supporting these youth in obtaining their high school diploma or GED, and pursuing a college education will enable them to break the cycle of poverty and move toward a brighter and more stable future.

Elements of Successful Implementation of Family Advocacy Services

- Begin negotiations with schools and your McKinney Vento Liaison prior to the beginning of the school year. This gives you ample time to develop your MOU, complete consent forms, and disseminate information out to families and students, as well as scheduling your teacher trainings and parent workshops.
- It is imperative to negotiate a MOU that includes access to student information regarding attendance, GPA and other academic-related information. With solid data, analysis of your service is more realistic, relevant and accurate.
- Due to the number of entities involved in the educational setting, you will need multiple MOUs to ensure student information and data can be shared. Begin this process early, as there is much red-tape that has to be addressed and resolved.
- Be sure to measure the outcomes that students achieve when their family attains or maintains housing. This includes GPA, attendance, credits accrued, and any behavioral issues.

- On-going communication and relationship building is essential, especially with the district's MCKinney Vento Liaison and other key personnel.
- When school administrators or district staff change at the school and new school administrators or staff are hired, it is important to connect and introduce them to FAS. You will need the support of the school and district staff to maintain your program.
- Youth feel powerless in their family situation – empower them by giving them options and opportunities. Make sure you address trauma in your approach.
- We quickly learned immigrant families prefer speaking with community-based staff rather than school staff, due to immigration issues and fear of children being removed as a result of their homeless status. It is critical for staff to be culturally competent and knowledgeable of immigration laws and resources to support homeless immigrant students and families.
- Past experience has shown us the advantage of a “warm hand-off” to other resources, so building relationships with key partners and taking the time to connect families with resources has been integral to program from the outset.
- It is important to have a reserve of unrestricted funds for emergency family support. FAS is able to assist families more readily when financial assistance is provided. The funds provide such support as first and last month rent, utility costs, funds for youth's graduation robe, cost of athletic equipment for youth as well as support for school events.
- What makes FAS successful is the extensive housing and homeless services in Bill Wilson Center that Case Managers can access. Plus, our focus is student-focused. We understand that by helping the family we help students be successful.

CONTACT INFORMATION

BWC is available to provide consultation on replicating the FAS program. For more information, contact Pilar Furlong, Chief Community Resources Officer, at pfurlong@billwilsoncenter.org.

RESOURCES

- “Count Me”, Hidden in Plain sight: Documenting Homeless Youth Populations”, 2017 <https://billwilsoncenter.gov>
- Ending Youth Homelessness. United States Interagency Council on Homelessness. <https://www.usich.gov/goals/youth>
- Ending Family Homelessness. United States Interagency Council on Homelessness <https://www.usich.gov/goals/youth>
- “Hidden in Plain sight.” America’s Promise <http://www.americaspromise.org/report/hidden-plain-sight>
- John Burton Advocates for Youth, www.jbaforyouth.org
- National Center for Homeless Education, www.serve.org/nche
- The California State University, Basic Needs Initiative, January, 2018 <https://www2.calstate.edu/impact-of-the-csu/student-success/basic-needs-initiative>
- “Unaccompanied Youth.” Schoolhouse Connection, Washington DC. www.schoolhouseconnection.org/learn/unaccompanied-youth

**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000**

This Service Agreement ("Agreement") is made this 30th day of May, 2018, between San José Unified School District ("District"), and Bill Wilson Center ("Contractor"), a/an (Please choose one)
 Individual Partnership Corporation LLP LLC Other (Please specify): 501(c) 3

1. **SERVICES.** Contractor shall perform the following services ("Services"): (If a separate scope of services or proposal generated by the District or the Contractor is available, attach exhibit(s) and reference it here. Please do not attach a separate contract.)
 Provide Family Advocacy Services for SJUSD students and families.

2. **LOCATION.** Work will be performed at the following: (e.g., District-wide or specific District sites - a list of sites may also be attached and referenced here) District-wide at school sites and at the District Office.

3. **COMPENSATION.** District agrees to pay Contractor for Services as follows (check and complete one of the following):
 At the rate of \$ _____ per _____, with the total amount not to exceed \$ _____.
 In an amount not to exceed \$ _____, Invoiced to the District in increments as Services are actually completed.
 in 12 installments of \$5,188.75 each, for a total amount not to exceed \$ 69,465

Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits a detailed invoice to the District's Accounts Payable Department.

4. **TERM/TERMINATION** The term of this Agreement shall commence on 7/1/18 and shall continue through 6/30/19. The District may terminate this Agreement immediately for any reason at any time, by giving written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

5. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

Commercial General Liability Insurance	Each Occurrence	\$2,000,000
	General Aggregate	\$4,000,000
Automobile Liability Insurance	Each Occurrence - Commercial vehicles	\$1,000,000
	Injury/one death - Personal vehicles	\$15,000
	Injury/multiple death	\$30,000
	Property damage	\$5,000
Professional Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
Abuse and Molestation Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$1,000,000
Workers' Compensation		Statutory limits
Employer's Liability	Each Occurrence	\$1,000,000



**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000**

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Subcontractors

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of Contractor hereunder.

- 6. TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or Joint Venture of the District.
- 7. COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable law, including but not limited to Education Code Sections 45125.1 and 49406. Contractor must complete and sign the Contractor Certification attached as Exhibit A. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 8. WORK PRODUCT.** District is the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind ("Work Product") produced as part of or resulting from this Agreement, and all rights in such Work Product, and no uses thereof except in Contractor's performance of the Services will be permitted except by express written permission of the District. Contractor acknowledges that this Agreement and its work hereunder, including the Work Product, may be subject to disclosure to the public. With respect to records in the District's or Contractor's possession that may be protected from disclosure by applicable law, Contractor agrees to abide by such law.
- 9. INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
- 10. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the Pupil Records Rider for Digital Records Storage or Digital Educational Software contract requirements (Education Code §49073.1, "Pupil Records").
- 11. ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education. This Agreement consists of:
- 11.1 Service Agreement
 - 11.2 Exhibit A – Contractor Certification
 - 11.3 Pupil Records Rider for Digital Educational Software Contracts. Required YES NO
(Refer to Section 10; Statement of Compliance)
- 12. NO ASSIGNMENT.** This Agreement may not be assigned by the Contractor, nor any part of the services hereunder subcontracted, without the express written permission of the District.



**SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000**

13. **SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.

14. INFORMATION REGARDING CONTRACTOR

Contact Name: Sparky Harlan Email Address: sharlan@billwilsoncenter.org
 Address: 3490 The Alameda, Santa Clara, CA 95050
 Telephone: 408-243-0222 Facsimile: 408-244-4022

15. **GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.

16. **ATTORNEY'S FEES.** If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which such party may be entitled.

17. **BOARD APPROVAL REQUIRED.** This Agreement shall not be a valid and binding obligation of the District, and Contractor shall not be entitled to payment for services rendered, unless and until executed by both parties and approved by the District's Board of Education.

18. Executed by the parties at San José, California, on the day and year indicated below.

San José Unified School District

Contractor

Date: _____
 Signature: _____
 Print Name: _____
 Title: _____

Date: May 30, 2018
 Signature: *Sparky Harlan*
 Print Name: Sparky Harlan
 Title: Chief Executive Officer

*Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires Contractor's federal tax identification number or Social Security number, whichever is applicable.



SAN JOSÉ UNIFIED SCHOOL DISTRICT
SERVICE AGREEMENT OVER \$25,000

"EXHIBIT A"

CONTRACTOR CERTIFICATION

Fingerprint and Background Certification

Business entities entering into a Service Agreement with the District shall comply with Education Code sections 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations.

One of the two boxes below must be checked, with the corresponding certification provided, and this form attached to the Service Agreement:

- I, Sparky Harlan, am (an authorized representative of/doin business as) BIII Wilson Center (Name of Contractor) and hereby certify that Contractor have Conducted the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of this business District, and that none of those persons have been reported by the Department of Justice ("DOJ") as having been convicted of a serious or violent felony as specified in Penal Code Sections 667.5 and/or 1192.7(c). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. I have also attached hereto and incorporated herein is a list of the names of the employees of the undersigned who will be providing services to San José Unified School District and who may come in contact with pupils. I agree to keep this list current and to notify San José Unified School District of any additions/deletions as they occur.

Signature Sparky Harlan Date May 30, 2018

- Arrange to have a District employee whom the DOJ has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise the Contractor.

District Representative's Name & Title _____
Signature _____ Date _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) under this agreement are not listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Signature Sparky Harlan Date May 30, 2018

Tuberculosis Certification. Contractor and the Contractor Parties shall at all times comply with the tuberculosis certification requirements as set forth below. Specifically, by checking the applicable boxes below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor Parties will not be present on a District school site and will not have contact with District students during the term of this Agreement.
- The following Contractor and/or Contractor Parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis test that complies with the requirements of California Education Code Section 49406.

Contractor shall maintain on file the certificates showing that the Contractor Parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature Sparky Harlan Date May 30, 2018



PURCHASING & CONTRACT MANAGEMENT
855 Lenzen Avenue, San Jose, CA 95126
(408) 635-6111
Rev. 1.12.2013

**SAN JOSE UNIFIED SCHOOL DISTRICT
PUPIL RECORDS RIDER FOR
DIGITAL RECORDS STORAGE AND/OR
DIGITAL EDUCATIONAL SOFTWARE CONTRACTS**

San Jose Unified School District ("District") and the Bill Wilson Center ("Contractor") have entered into that certain Service Agreement ("Contract") as of July 1, 2018 for 2018/2019 school year. The Contract includes the digital storage, management and retrieval of pupil records and/or digital educational software through which Contractor accesses, stores and uses pupil records. This Pupil Records Rider ("Rider"), executed by the District and Contractor as of July 1, 2018 is intended to supplement and amend the terms of the Contract, as set forth below. This Rider concerns pupil records, as that term is defined by Education Code section 49073.1 ("Pupil Records") and/or covered information, which means personally identifiable information or materials as defined by Business and Professions Code section 22584 ("Covered Information").

1. Pupil Records Property of District. All Pupil Records are and will continue to be the property of and under the control of the District. The parties agree that as between them, all rights, including all intellectual property rights in and to Pupil Records shall remain the exclusive property of the District, and Contractor has a limited, nonexclusive license to such Pupil Records. The Contract and Rider do not give Contractor any rights, implied or otherwise, to Pupil Records, District content, or intellectual property, except as expressly stated in the Contract and this Rider.

2. Pupil-Generated Content. Notwithstanding the provisions of section 1, pupils shall retain ownership and control of pupil-generated content, if any (as that term is defined by Education Code section 49073.1(d)(4)). Contractor shall make all pupil-generated content, if any, available to the pupil who created it and provide a process by which a pupil can transfer his or her pupil-generated content to a personal account. Within thirty (30) days of the execution of this Rider, Contractor shall provide the District with a written description of the process it will provide to pupils in compliance with this section 2.

3. Use of Information in Pupil Records. Contractor may not and will not use any Pupil Record or information in a Pupil Record for any purpose other than those required or specifically permitted by the Contract and this Rider.

4. Personally Identifiable Information. Contractor shall provide a process by which a pupil's parent, legal guardian, or the eligible pupil can review personally identifiable information in the pupil's records and correct erroneous information. Within thirty (30) days of the execution of this Rider, Contractor shall provide the District with a written description of the process it will provide to pupils and their parents/legal guardians in compliance with this section 4.

5. Security and Confidentiality of Pupil Records. Contractor will access, store and use Pupil Records in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Contractor's own data of a similar type. Without limiting the foregoing, Contractor warrants that all Pupil Records will be encrypted in transmission via web interface using SSL

(Secure Socket Layer) (including via web interface) and stored at no less than 128-bit level encryption.

In addition, Contractor will use industry-standards and up-to-date security tools and technologies such as anti-virus protections and intrusion detection methods in providing services under the Contract and/or this Rider.

Contractor will designate employees or agents it holds and will hold primarily responsible for meeting the Contractor's duties to securely maintain and protect Pupil Records. Contractor will ensure that the designated persons have or will receive all training and information necessary to meet the Contractor's duties to securely protect and maintain Pupil Records. The designation of employees or agents required under this section does not relieve the Contractor of any of its duties under the law or the Contract and/or this Rider, nor relieve the Contractor of any liability for any breach thereof.

6. Unauthorized Disclosure. Immediately upon becoming aware of an unauthorized disclosure of Pupil Records, or of circumstances that could have resulted in unauthorized access to or disclosure or use of Pupil Records, Contractor will notify the District, fully investigate the incident, and cooperate fully with the District's investigation of and response to the incident. Except as otherwise required by law, Contractor will not provide notice of the incident directly to parents, legal guardians, or pupils whose personally identifiable information was involved, to regulatory agencies, or to other entities, without prior written permission from the District. District may, by written request, direct Contractor to provide notice of the incident directly to parents, legal guardians or pupils whose personally identifiable information was involved, or to regulatory agencies or other entities.

7. Retention of Pupil Records. The Contractor hereby certifies that Pupil Records shall not be retained or available to the Contractor, including any subcontractors, partners, or associated entities of the Contractor, upon completion of the terms of the Contractor and this Rider. Notwithstanding the foregoing, Contractor may maintain pupil-generated content (as that term is defined by Education Code section 49073.1(d)(4)), if any, upon completion of the term of the Contract and this Rider if, and only if, the parent, legal guardian, or eligible pupil chooses to establish or maintain an account with the Contractor for the purpose of storing the pupil-generated content and the Contractor receives the written permission of a pupil's parent or legal guardian to establish or maintain the pupil's account.

In furtherance of the foregoing, upon termination or expiration of the Contract and this Rider, Contractor will ensure that all Pupil Records are securely returned or destroyed as directed by the District. Transfer to the District or a third party designated by the District shall occur within a reasonable period of time, and without significant interruption in service. Contractor shall ensure that such transfer/migration uses facilities and methods that are compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to Pupil Records during the transition. In the event that the District requests destruction of any Pupil Records, Contractor agrees to securely destroy all Pupil Records in its possession and in the possession of any subcontractors or agents to which

the Contractor might have transferred Pupil Records. The Contractor agrees to provide documentation of data destruction to the District.

8. Family Educational Rights and Privacy Act. Contractor agrees to assist District in maintaining the privacy of Pupil Records as may be required by State and Federal law, including but not limited to the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Protection Act (COPPA), the Family Educational Rights and Privacy Act (FERPA), and the Student Online Personal Information Protection Act (SOPIPA).

Contractor will provide access to Pupil Records, including deidentified information, only to its employees and subcontractors who need to access the data to fulfill Contractor obligations under the Contract and/or this Rider. Contractor will ensure that employees and subcontractors who perform work under the Contract and/or this Rider have read, understood, and received appropriate instruction as to how to comply with the data protection provisions of this Rider. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District's and its pupils' benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

If Contractor will have access to "education records" for the District's pupils as defined under FERPA, Contractor acknowledges that, for the purposes of the Contract and/or this Rider, it will be designated as a "school official" with "legitimate educational interests" in the District education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the education records only for the purpose of fulfilling its duties under the Contract and/or this Rider for District's and its pupils' benefit, and will not share such data with or disclose it to any third party except as provided for in this Rider, required by law, or authorized in writing by the District.

9. No Targeted Advertising. Contractor will not use Pupil Records for advertising or marketing purposes unless such use is specifically authorized by this Contract or otherwise authorized in writing by the District. Contractor will not use Pupil Records to engage in targeted advertising. Contractor is prohibited from mining Pupil Records for any purposes other than those agreed to by the parties.

10. Covered Information. To the extent Contractor is an operator of an Internet Web site, online service, online application, or mobile application, with actual knowledge that the site, service, or application is used primarily for K-12 school purposes and was designed and marketed for K-12 school purposes, Contractor agrees to comply with all of the requirements of Business and Professions Code section 22584. Contractor agrees not to engage in targeted advertising as described in section 22584. Contractor agrees not to use information, including persistent unique identifiers, created or gathered by the Contractor's site, service, or application, to amass a profile about a student except in furtherance of District's purposes. Contractor further agrees to that it will not sell, disclose, or otherwise use Covered Information without the prior written consent of the District. Contractor will implement and maintain reasonable security

procedures to protect Covered Information and fulfill all other requirements of Business and Professions Code section 22584.

11. Compliance with Law. In the event of a conflict between this Rider and the Contract, the terms of this Rider shall govern. This Rider is intended to comply with Education Code section 49073.1 and Business and Professions Code section 22584. In addition to any other penalties, if the Contract and this Rider, taken together, fail to comply with Education Code section 49073.1 and Business and Professions Code section 22584, the Contract shall be rendered void if, upon notice and a reasonable opportunity to cure, the noncompliant party fails to come into compliance and cure any defect. Written notice of noncompliance may be provided by any party to the Contract. All parties subject to a Contract voided in accordance with this paragraph and Education Code section 49073.1 or Business and Professions Code section 22584 shall return all Pupil Records and Covered Information in their possession to the District. The term of this Rider is coextensive with the term of the Contract.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Rider, in duplicate, as of the day and year first above written.

BILL WILSON CENTER

SAN JOSE UNIFIED SCHOOL DISTRICT

Signature: 

Signature: _____

Name: Sparky Harlan

Name: _____

Title: Chief Executive Officer

Title: _____

Date: May 31 2018

Date: _____

Bill Wilson Center
3490 The Alameda
Santa Clara, CA 95050

(408) 243-0222
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bwcmail@billwilsoncenter.org

www.billwilsoncenter.org

Sparky Harlan
Chief Executive Officer
sharlan@billwilsoncenter.org