

SAN RAFAEL CITY SCHOOL DISTRICT

SUPPLEMENTAL CONFIDENTIALITY AGREEMENT

INDEPENDENT CONTRACTOR AGREEMENT FOR SPECIAL SERVICES

This Supplemental Confidentiality Agreement (“Supplemental Agreement”) is made as of the 10th Day of August 2017, between the San Rafael City School District (“District”) and North Bay Security Group (“Contractor”) (together, “Parties”).

WHEREAS, the District is entering a certain Independent Contractor Agreement (“Agreement”) for performance of certain special services as enumerated therein; and

WHEREAS, the District is in need of such special services; and

WHEREAS, the District affirms that all students have the right to attend school regardless of the immigration status of any student or student’s parents; and

WHEREAS, the District has committed to ensuring that every District site is a safe and welcoming place for all students and their families consistent with Board Resolution #1707; and

NOW, THEREFORE, BE IT RESOLVED, in order to provide a public education, regardless of a child’s or family’s immigration status, absent any applicable federal, state, local law or regulation or local ordinance or court decision, the Parties agree to the following:

1. Contractor, which for the purposes of this Supplemental Agreement shall include but is not limited to its employees or personnel, shall not inquire about a student’s immigration status, including requiring documentation of a student’s legal status, such as asking for a green card or citizenship papers, at any time.
2. Contractor shall not make inquiries from a student of the District or his/her parents for the purpose of exposing the immigration status of the child or his/her family.
3. All requests for information or documents by the U.S. Immigration and Customs Enforcement Office (“ICE”) should be forwarded to the Superintendent, who in consultation with District legal counsel, shall determine if the information and/or documents can be released to ICE.
4. Contract’s use of information provided by the District or received during the course of the performance to the Agreement shall be limited exclusively to the performance services contemplated by the Agreement.
5. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and

conditions of this Agreement shall be maintained in the county in California in which the District's administrative offices are located.

6. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
7. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

San Rafael City School District

North Bay Security Group

Date: _____, 2017

Date: _____, 2017

By: _____

By: _____

Print Name: Michael Gardner

Print Name: Bill Welsh

Its: Director, Student Services

Its: Owner