



**CONSULTANT SERVICE AGREEMENT BETWEEN**  
Board of Education of the City of St. Louis  
AND

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THIS CONSULTANT AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the Board of Education of the City of St. Louis Public School District (hereinafter "SLPS," or the "District") a metropolitan school district organized and existing under the laws of the state of Missouri and \_\_\_\_\_, authorized to do business in the State of Missouri (hereinafter "Consultant").

The taxpayer identification number, address, contact person, and telephone number for the Consultant is as follows:

**Taxpayer Identification Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**WHEREAS**, the District is in need of certain consulting services and has elected the Consultant to provide such services; and

**WHEREAS**, Consultant is willing to provide such services to the District; and

**WHEREAS**, the District and Consultant desire to memorialize the terms and conditions of their agreement;

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and Consultant agree as follows:

1. **TERM:** The Term of this Agreement shall be from the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ through the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated as provided herein.
2. **SCOPE OF SERVICES:** The Consultant shall provide services as described more fully in Attachment A, Scope of Services attached hereto, incorporated herein, and made a part of this Agreement ("Scope of Services" or "Services").
3. **PERFORMANCE:** The Consultant agrees to perform the Services set forth herein in Attachment A in a competent and professional manner as determined by the District. The Consultant shall be and shall remain fully responsible for the quality and accuracy of Consultant's work. Neither acceptance of such work by the District, nor payment therefore shall relieve the Consultant of this responsibility. Consultant's performance will be measured according to the performance standards set forth in Attachment A.

4. **COMPENSATION:** The District shall compensate the Consultant for the work outlined in the Scope of Services in the amount of \$ \_\_\_\_\_ upon full completion of Services outlined in the Scope of Services.

**No** payment shall be made until the following requirements have been met:

	Requirement	SLPS Administrator
(a)	Evaluation of Consultant's performance by:	
(b)	Satisfactory completion of work outlined in the Scope of services as determined and certified by:	
(c)	Verification of the receipt of all documents produced by consultant pursuant to the Scope of Services by:	

5. **PAYMENT SCHEDULE:** Upon satisfactory completion of the Scope of Services and submission of invoices, payment will be made by the District within 60 days of the receipt of invoice.

6. **SUBCONTRACTS:** The Consultant may not subcontract any portion of the services hereunder without the District's prior written consent. If a subcontractor is agreed to, the Consultant agrees that it will contract with the subcontractor under a separate written agreement, which shall contain a specific provision that said subcontractor shall be bound by the applicable terms and conditions of this Agreement. The Consultant shall be solely responsible to pay any subcontractors it utilizes under this Agreement and the Consultant understands that the District shall have no liability whatsoever relating to such payment. The Consultant assures the District that the Consultant will be responsible for the acts or omissions of said subcontractor and agrees to be liable consistent with the terms of Paragraph 11 of this Agreement. To the extent that any acts or omissions of the subcontractor relate to the performance of the services under this Agreement.

7. **RECORDS, ACCOUNTING, AND EVALUATIONS OF SERVICES:**

- a. **Maintenance of Books and Records.** The Consultant will maintain complete and accurate books and records in accordance with recognized accounting practices and standards; such books and records will include, but not be limited to, records reflecting billing, payments, hours worked, and payroll. The Consultant understands that such records must be maintained for at least three (3) years after the termination or expiration of the Agreement. Upon receipt of written notice by the District, the Consultant shall allow the District access, during ordinary business hours, to the books and records relating to the services hereunder as may be reasonably required to verify services provided under this Agreement.
- b. **Right of Audit.** During the term of this Agreement and for three (3) years after its termination or expiration, the District shall have the right to conduct an audit, at its

expense, of the relevant books and records during ordinary business hours to inspect, audit, and copy the books and records. In the event that any audit reveals, whether during the term of this Agreement or during the three (3) years subsequent to its termination or expiration, a discrepancy in the amount billed to the District and the amount paid by the District, the Consultant shall remit the excess amounts paid to the District within forty-five (45) days of notice of discrepancy.

- c. **Evaluations of Services Performed.** The Consultant agrees to submit evaluations of the Services performed under this Agreement to the District at the end of the term. The District will use the evaluations to determine the effectiveness of the Services contracted for under the Agreement. The District will also use the evaluations to make planning and continuation of service decisions.

**8. CONFIDENTIALITY:**

- a. **District Information.** The Consultant acknowledges that it may now, and in the future, have access to and contact with confidential information relating to ideas, strategies, plans, purposes, and/or agendas that the District may seek to advance. Any reports and information given to or generated by the Consultant hereunder may also be considered confidential information. Both during the term of this Agreement and thereafter, the Consultant covenants and agrees to hold such information in trust and confidence and to exercise diligence in protecting and safeguarding such information, as well as any other information protected from public disclosure by federal or state law or by the policies or procedures of the District. The Consultant agrees it will not knowingly use, directly or indirectly, for its own benefit, or for the benefit of another, any of the confidential information, but instead will use such information only for the purposes contemplated hereunder. Further, the Consultant agrees that it will not disclose any confidential information to any third party except as may be required in the course of performing Services for the District hereunder or by law. In no event shall the Consultant be deemed a spokesperson for the District, nor shall Consultant utilize the District, the District's logo, and/or District information in any marketing materials without the express written consent of the District.
- b. **Student Information.**
  - i. In the course of providing services during the term of the contract, certain personnel of Consultant may have access to student education records and/or health and medical information of students that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is confidential and is therefore protected. To the extent that Consultant's personnel require access to "education records" to perform Services pursuant to this Agreement, such personnel are deemed a "school official," as each of these terms are defined under FERPA. Consultant agrees that it shall not use education records for any purpose other than in the performance of this Agreement. Except as required by law, Consultant shall not disclose or share education records with any third party unless permitted by the terms of the contract or to subcontractors who have agreed to maintain the confidentiality of the education records to the same extent required of Consultant under this Agreement. For the avoidance of doubt, District will be

responsible for obtaining any necessary consents from students or parents pursuant to FERPA to provide the information to Consultant.

- ii. In the event any person(s) seeks to access protected education records, whether in accordance with FERPA or other Federal or relevant State law or regulations, the Consultant will immediately inform the District of such request in writing if allowed by law or judicial and/or administrative order. Consultant shall not provide direct access to such data or information or respond to individual requests. Consultant shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the District and shall only provide such data and information to the District. It shall be District's sole responsibility to respond to requests for data or information received by Consultant regarding District data or information. Should Consultant receive a court order or lawfully issued subpoena seeking the release of such data or information, Consultant shall provide immediate notification to the District of its receipt of such court order or lawfully issued subpoena and shall immediately provide the District with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
  - iii. If Consultant experiences a security breach concerning any education record covered by this Agreement, then Consultant will immediately notify the District and take immediate steps to limit and mitigate such security breach to the extent possible. The parties agree that any breach of the confidentiality obligation set forth in the Agreement may, at District's discretion, result in cancellation of further consideration for contract award and the eligibility for Consultant to receive any information from District for a period of not less than five (5) years. In addition, Consultant agrees to indemnify and hold the District harmless for any loss, cost, damage or expense suffered by the District, including but not limited to the cost of notification of affected persons, as a direct result of the unauthorized disclosure of education records.
  - iv. Upon termination of Agreement, Consultant shall return and/or destroy all data or information received from the District upon, and in accordance with, direction from the District. Consultant shall not retain copies of any data or information received from the District once the District has directed Consultant as to how such information shall be returned to the District and/or destroyed.
- c. **Exceptions to Confidentiality Obligations.** Notwithstanding the foregoing, the Consultant's obligations of confidentiality will not include information which:
- i. at the time of disclosure was in the public domain;
  - ii. after such disclosure, immediately becomes generally available to the public other than through any act or omission of the Consultant or its personnel; and
  - iii. is required to be disclosed by a court of competent jurisdiction, provided that prior written notice of such disclosure is furnished to the District in a timely manner in order to afford the District the opportunity to seek a protective order against such disclosure and the disclosure is strictly limited to the information that the court requires.

- d. **Remedies for Disclosure.** The Consultant understands and agrees that any unauthorized disclosure or use of any confidential information as provided under this article may result in the District seeking injunctive relief. The Consultant agrees to give prompt notice to the District of any unauthorized disclosure, use, or misappropriation of any confidential information and take all steps as reasonably requested by the District to limit, stop, or otherwise remedy the disclosure, use, or misappropriation of any confidential information. All steps taken by the Consultant relating to remedy shall be at its sole expense.
9. **INDEMNIFICATION:** Consultant agrees to indemnify, defend, and hold harmless the District and the District's board members, employees, and agents from and against any and all liabilities, losses, damages, costs, and expenses of any kind (including without limitation, reasonable attorney's fees) which may be suffered by, incurred by or threatened against the District or any board members, employees, or agents of the District on account of or resulting from injury, or claim of injury to person or property (including but not limited to Consultant and/or its agents and employees) arising out of the operation of the Services performed by Consultant, its agents or employees under this Agreement or arising out of this Agreement in any manner, including but not limited to the breach or failure to perform any term, covenant, condition or agreement herein provided to be performed by Consultant. This provision shall survive termination or expiration of the Agreement.
10. **WARRANTY FOR SERVICES:** Consultant warrants and represents to the District that Consultant possesses the background, experience, expertise and qualifications to undertake and to carry out the Services. Consultant further warrants and represents that the Services will be performed in a professional, good, thorough and workmanlike manner, and consistent with accepted industry standards.
11. **REMEDIES FOR UNSATISFACTORY SERVICES:** In the event Consultant fails to provides the Services consistent with the warranties and representations set forth in Paragraph 10 above, the District at its option, may: (a) require Consultant to re-perform the unsatisfactory Services at no cost to the District; (b) refuse to pay Consultant for Services, unless and until Services are corrected and performed satisfactorily; (c) require Consultant to reimburse the District for all amounts paid for such unsatisfactory Services; and/or (d) proceed with, and assert, any and all remedies available at law. The foregoing options and remedies available to the District shall be deemed mutual and severable, and not exclusive.
12. **INSURANCE:** Consultant shall maintain occurrence-based insurance including comprehensive general liability in the amounts shown below. Such insurance shall be provided by insurance companies authorized to do business in the State of Missouri.

The Consultant shall provide a certificate of insurance, evidencing the coverage required below.

**Required Insurance Coverage:**

Comprehensive General Liability:	\$1,000,000 per occurrence (\$3,000,000 in the aggregate)
Automotive Liability:	\$500,000 per occurrence
Workers' Compensation:	Statutory Limit
Employer's Liability:	\$500,000.00 (If applicable)

**13. TERMINATION:**

- a. **Termination without Cause.** The District may terminate this Agreement without cause by giving thirty (30) days' written notice of the intent to terminate to Consultant. The Consultant will cease work on said termination date and take all reasonable actions to minimize any expenses. The Consultant will be compensated for Services satisfactorily performed through the date of termination and any approved related expenses within sixty (60) days of receipt of a properly submitted invoice.
- b. **Termination with Cause.** Either party reserves the right to terminate this Agreement immediately if the other party fails to comply with any terms or conditions of this Agreement and such failure continues for ten (10) days following receipt of written notice from the objecting party. In the event that this Agreement is terminated under this Article, the rights and remedies of either party provided under this Agreement shall not be exclusive and are in addition to any other rights and remedies which either party may be entitled to pursue in the event of a breach of this Agreement as provided by law or under the terms and conditions of this Agreement. The Consultant will be compensated for only those services satisfactorily provided through cure date end.
- c. **Effect of Termination on the Parties Obligations.** Upon termination of this Agreement for any reason, the parties shall have no further obligations under this Agreement, except as expressly set forth in this Agreement.
- d. **Return of Documentation.** Upon the expiration or termination of this Agreement, the Consultant shall, at the option of the District, deliver all finished or unfinished documents, data, studies, reports, and like documents generated by the Consultant hereunder.

**14. GOVERNING LAW – JURISDICTION:** This Agreement shall be governed, construed and interpreted under Missouri law, and shall be deemed to be executed and performed in the City of St. Louis, Missouri. Any legal action relating to this Agreement shall be governed by the laws of the State of Missouri, and the parties agree to the exclusive exercise of jurisdiction and venue over them by a court of competent jurisdiction located in the City of St. Louis, Missouri.

**15. REPORTING:** During the term of this Agreement, Consultant shall report to, and confer with, the District's \_\_\_\_\_, and/or her designee on regular basis, and as may be reasonably requested, concerning the Services performed by Consultant and issues related to the Services. Consultant also agrees to meet and confer with other District administrators, officers and employees as directed or as may be necessary or appropriate.

**16. E-VERIFICATION:** Pursuant to Missouri Revised Statute Section 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify) as set out in Attachment B. Compliance with provision requires completion of Attachment C.

17. **DEBARMENT AND SUSPENSION:** The Consultant certifies that by entering into this Agreement that they are not presently debarred or suspended by any federal agency. The Consultant also certifies that they are registered with www.sam.gov or has started the registration process.

Please note: When expending or utilizing federal funds the District is required to search www.sam.gov to confirm firms are registered and in good standing. If your firm is not registered, please do so as soon as possible, as it is a minimum of a 10-15 business day process. The District does not offer any support with www.sam.gov registration process. A purchase order will not be issued to your firm if you are not registered and in good standing with www.sam.gov. If your firm is not registered or is unable to register with www.sam.gov in a reasonable time the District reserves the right to award to the next low bidder.

18. **ASSIGNMENT:** This Agreement may not be assigned by Consultant without the prior written authorization of the District, which authorization the District may withhold in its sole discretion.
19. **ENTIRE AGREEMENT:** This Agreement contains the complete agreement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties relating to the subject matter of this Agreement. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Agreement or the execution and delivery hereof except such representations as are specifically set forth herein. All agreements not expressly set forth herein are null and void. Each of the parties hereto acknowledges that they have relied on their own independent judgment in entering into this Agreement and have had the opportunity to consult legal counsel.
20. **MODIFICATION:** No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and executed by authorized representatives of both parties, and no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing and duly executed by authorized representatives of both parties
21. **NOTICE:** Any notice required or permitted pursuant to this Agreement shall be deemed to have been given when delivered in person or sent postage prepaid via certified mail return receipt requested or via a nationally recognized overnight courier service and addressed:

To the District: The Board of Education of the City of St. Louis  
801 North 11<sup>th</sup> Street  
St. Louis, MO 63101  
Attn: Superintendent-Legal Notice Enclosed

To Consultant:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Attn: Legal Notice Enclosed



If such notice is sent by first class or express mail, it shall be deemed to have been given to the person entitled thereto three (3) days after deposit in the United States mail, or if by Federal Express or the overnight courier service, the day after delivery to such service, for delivery to that person.

22. **WAIVER:** No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or a breach thereof.
23. **SEVERABILITY:** If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
24. **HEADINGS:** The section headings in this Agreement are intended for convenience of reference and will not affect its interpretation.
25. **COUNTERPARTS:** The Agreement may be executed in two or more counterparts, each of which shall be deemed an original.
26. **BINDING EFFECT:** The Agreement shall not be binding and effective unless and until it is duly and fully executed by both parties. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the respective parties.
27. **RIGHTS CUMULATIVE:** All the rights and remedies of each party hereunder or pursuant to present or future law shall be deemed to be separate, distinct and cumulative, and no one or more of them, whether exercised or not, or any mention of or reference to any one or more of them herein, shall be deemed to be an exclusion or a waiver of any of the others, or of any of the rights or remedies which such party may have, whether by present or future law or pursuant hereto, and each party shall have, to the fullest extent permitted by law, the right to enforce any rights or remedies separately and to take any lawful action or proceedings to exercise or enforce any right or other remedy without thereby waiving or being barred or stopped from exercising and enforcing any other rights and remedies by appropriate action or proceedings.
28. **CONSULTANT REPRESENTATIONS:** Consultant acknowledges and represents that (i) Consultant is legally authorized to transact business in the State of Missouri and to provide the Services required hereunder (ii) the entering into this Agreement has been duly approved by the Consultant, (iii) the undersigned is duly authorized to execute this Agreement on behalf of Consultant and to bind Consultant to the terms hereof, and (iv) Consultant will comply with all State, Federal and local statutes, regulations and ordinances, including civil rights and employment laws, and agrees not to discriminate against any employee or applicant for employment or in the provision of Services on the basis of race, color, national origin, sex, sexual orientation, age or disability. Consultant also agrees to abide by all applicable District policies and regulations.



**29. INDEPENDENT CONTRACTOR:** The District and Consultant agree that Consultant will act for all purposes as an independent contractor and not as an employee, in the performance of Consultant's duties under this Agreement. Accordingly, Consultant shall be responsible for payment of all taxes, including federal, state and local taxes arising out of Consultant's services in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes. In addition, Consultant's employees shall not be entitled to any vacation, insurance, health, welfare, or other fringe benefits provided by the District. Consultant shall have no authority to assume or incur any obligation or responsibility, or make any warranty for, on behalf of the District, or to attempt to bind the District except with prior written authorization from the Board. Consultant shall pay all costs of conducting its activities hereunder, including all compensation to employees of Consultant.

**30. CONSULTANT'S PERSONNEL:**

- a. **Assignment of the Consultant's Personnel.** The Consultant will employ and assign qualified Personnel to the District's account in a sufficient number in order to provide and successfully complete the Services in accordance with the Term under Paragraph 1. The Consultant will provide the District with a continuously updated list of all its Personnel assigned to the District and qualifications of such Personnel will be provided without charge to the District within three (3) days of written request.
- b. **Control of Personnel and Work.** The Consultant understands and agrees that it is solely obligated to and responsible for the selection, qualification, performance, workmanship, quality of services, licensing, and compliance with the terms and conditions hereunder for all Personnel providing services relevant to this Agreement and that it shall have sole control over the means and details of performing the Services, which shall be consistent with the District's intent hereunder. The Consultant shall use its best efforts, care, and diligence in the administration and performance of Services hereunder. The Consultant will properly supervise all Personnel during the performance of Services and/or while any personnel is on District property.
- c. **Cooperation.** During the performance of its Services, the Consultant shall cooperate with the District and its employees, shall not interfere with the conduct of the District's business, and shall observe all District policies and procedures, as well as all rules, regulations, and security requirements concerning the safety of persons and property.
- d. **Background Checks.** All Consultant personnel providing Services under this Agreement that may in any way come into contact with students must undergo background checks consistent with those used by the District. All such checks must be performed and passed prior to any personnel providing any services hereunder. At a minimum, checks hereunder shall include a criminal background check through the Missouri State Highway Patrol and a child abuse and neglect background check through the Missouri Children's Division. Within three (3) days of a written request by the District, the Consultant agrees to provide written confirmation that the background checks on all personnel hereunder reflected no negative findings and said personnel passed the background checks and are, therefore, eligible to provide Services under this Agreement.

- e. **Removal of the Consultant's Personnel.** If the District determines that any of the Consultant's personnel are not providing satisfactory service, or if any issues of behavior or inappropriate conduct occur, the District shall notify the Consultant in writing and the Consultant shall remove that individual from the District's account. The Consultant will be compensated for any services satisfactorily performed by the removed individual and any expenses as approved by the District, up to and including the date that the Consultant receives the District's written notice. The District, in its sole discretion, may immediately remove Consultant's personnel from the District for the health and safety of its staff and students due to the Consultant personnel's violation of the District's policies, state, and/or federal law. The Consultant will not be compensated for any expenses associated with replacing the individual. The Consultant will select, hire, and train replacement personnel within fifteen (15) days of a vacancy on the District's account.
31. **OWNERSHIP OF COMPLETED SERVICES:** Full and exclusive rights and ownership in the Services, including all deliverables, and all materials or information arising from this Agreement, and in any and all related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product, that are delivered, produced or created in connection with Consultant Services under this Agreement shall vest in and are hereby assigned to the District. Except as provided in this Agreement, Consultant shall retain no right, ownership or title in the Services including all deliverables and all materials or information arising from this Agreement, or any related letters, patents, trademarks, copyrights, trade secrets, confidential information or any other proprietary rights, intangible property or work product. Consultant acknowledges that any copyrightable works prepared by Consultant under this Agreement shall be deemed works for hire under the copyright laws, it being the intent of this Agreement to vest full and exclusive ownership rights in the District, including, but not limited to the exclusive right to prepare derivative works. The Services and all such rights belong to the District for whatever use it desires, and nothing contained herein shall be deemed to constitute a license or franchise in the District.
32. **INFRINGEMENT:** Consultant warrants to the District that Consultant, in connection with performing the Services, will not infringe any patent, trademark, copyright, trade secrets, confidential information or any other proprietary right of any person. Consultant further represents and warrants to the District that neither Consultant or any company or individual performing services pursuant to this Agreement is under any obligation to assign or give any work done under Agreement to any third party.
33. **USE OF DATA/INFORMATION:** Information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall remain the District's property and shall only be used in connection with the Services provided to the District.

**34. AUTHORIZATION:** this Agreement is authorized by:

☐ **Board Resolution # \_\_\_\_\_**, attached hereto.

**or**

☐ **Other.** Please describe and attach appropriate documentation.

or under \$5,000

☐ **Emergency Request**

**IN WITNESS WHEREOF**, the District and Consultant have executed this Agreement as of the day and year first written above.

**CONSULTANT NAME:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**THE BOARD OF EDUCATION OF THE CITY OF ST. LOUIS**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ATTACHMENT A**

**SCOPE OF SERVICES**

**Consultant Services**

**PERFORMANCE STANDARDS**

Consultant's performance at the end of the term of this Agreement will be measured using the following performance standards.

**FOR OFFICE USE ONLY**

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Vendor# \_\_\_\_\_

Requisition# \_\_\_\_\_

Purchase Order # \_\_\_\_\_

Board Resolution# \_\_\_\_\_

**ATTACHMENT B**

**FEDERAL WORK AUTHORIZATION PROGRAM ("E-VERIFY") ADDENDUM**

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached "Federal Work Authorization Program Affidavit" attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the "E-Verify" (formerly known as "Basic Pilot") work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relates to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

Printed Name and Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_

**ATTACHMENT C**

**FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT**

I, \_\_\_\_\_, being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by \_\_\_\_\_ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: \_\_\_\_\_ (individual signature)

For: \_\_\_\_\_ (company name)

Title: \_\_\_\_\_

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**NOTARY PUBLIC**

My commission expires: