

## **IMMIGRATION CERTIFICATION AND COVENANTS**

A. The undersigned contractor (“Contractor”) agrees that the contract is for personal services to be provided to the charter school named below (the “Charter School”), a Colorado public entity. Pursuant to Colorado law (C.R.S. § 8-17.5-102), Contractor certifies and covenants as follows:

1. Contractor does not and shall not knowingly employ or contract with an illegal alien who will perform work under this contract.
2. Contractor shall participate in either the E-Verify Program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the “Department”) pursuant to Section 8-17.5102 (5) C.R.S.
3. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the contract through participation in either the E-Verify Program or the Department Program.
4. Contractor shall not enter into a contract with a subcontractor that fails to certify to contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.
5. Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
6. If Contractor obtains actual knowledge that a subcontractor performing work under this contract employs or contracts with an illegal alien, Contractor shall:
  - a. Notify the subcontractor and the Charter School within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the subcontract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

7. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by Colorado Law.
8. If Contractor violates any provision of this certification, the Charter School may terminate this Contract for breach of Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Charter School.
9. The Contractor's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over the Contract shall apply to the Contract throughout and they will be deemed to be included in the Contract the same as though herein written out in full.

B. Pursuant to Colorado law, a contractor whose form of business is a sole proprietor or individual does by signature and attestation on this form hereby agree to complete and file with the Charter School the Affidavit form attached hereto, and to provide acceptable identification as described in the Affidavit.

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NAME OF CHARTER SCHOOL

CERTIFIED AND AGREED:

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Name of Contractor

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Signature

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Printed Name

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Title

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Date