



## Contractor General Terms & Conditions

THIS AGREEMENT is entered into by and between East Austin College Prep (“EAPrep”) and the Contractor identified within the specific terms and conditions of this agreement (“Specific Terms”). WHEREAS, EAPrep and Contractor desire to enter into an agreement through which EAPrep shall engage the services of Contractor. NOW, THEREFORE **it is mutually agreed as follows:**

- 1. Services provided by Contractor; Compensation; Billing.** Contractor hereby agrees to provide the services as stated in the Specific Terms and Conditions. In consideration for said services, EAPrep hereby agrees to pay Contractor the rate outlined in the Specific Terms of this agreement. Contractor shall complete and sign an invoice, mutually acceptable to both parties, which shall be delivered within 5 days of the end of the Billing Cycle outlined in the Specific Terms, to the address listed in the Specific Terms and Conditions. Any invoices for the month of August must be received by September 5 and any invoices for the month of September must be received by October 5, or else remaining contractual dollars may be forfeited. EAPrep shall make payment to Contractor within thirty (30) days of receipt of an approved invoice.
- 2. Term and Termination.** This Agreement is effective as stated in the Specific Terms and Conditions. Additionally, this Agreement may be terminated immediately upon written notice by EAPrep, with or without cause. Notice is considered given when properly addressed and hand delivered or mailed to the non-terminating party by Certified Mail, Return Receipt Requested, postage prepaid. In the event this Agreement is terminated before the term expires, Contractor shall submit a final invoice within thirty (30) days after the termination date, for work completed through the date of the termination. In such instances, Contractor shall be paid a reasonable amount, as determined by EAPrep, for work completed through the date of the termination.
- 3. Independent Contractor; Confidentiality; No Conflict of Interest.** The parties hereby agree that Contractor shall act as an independent contractor and not as an employee of EAPrep. Contractor shall have no claim against EAPrep for vacation pay, sick leave, retirement benefits, Social Security benefits, workers compensation, disability benefits, unemployment benefits or any other benefits inuring to an employee of EAPrep. EAPrep shall have no control over the manner or methods by which Contractor



performs the services agreed to herein. Contractor shall be wholly responsible for the payment of any taxes owed for the funds Contractor receives pursuant to this Agreement. The confidentiality of student data and information shall be maintained by the Parties as required by state and federal law, including FERPA, and shall not be used for any purposes except as allowed by law. The Parties agree to keep private and to secure any information provided by the Parties that is considered Personal Health Information, as required by HIPAA. Contractor recognizes and acknowledges that in the course of performing services required by this Agreement, Contractor will have access to, become acquainted with, and obtain information and knowledge relating to the business, condition, methods of operation and other aspects of EAPrep, its affiliates and their customers, employees and suppliers, some of which information and knowledge is confidential and proprietary, and that Contractor could substantially detract from the value and business prospects of EAPrep in the event, during the term of this Agreement or at any time thereafter, Contractor were to disclose to any person not related to EAPrep or use such information and knowledge for the advantage of Contractor or other person. Accordingly, Contractor hereby agrees that Contractor will not disclose such information to any person, other than directors, officers, employees, accountants, lawyers, consultants, advisors, agents and representatives of, or other persons related to, EAPrep, and that such disclosure shall be made only on a “need to know” basis. To the best of Contractor’s knowledge, Contractor has not, within the past two years, worked or volunteered on behalf of EAPrep, any company related to EAPrep, or any funder, competitor or vendor of EAPrep. To the best of Contractor’s knowledge, Contractor is not related to anyone who works for any company related to EAPrep, serves on the board of directors of any company related to EAPrep or volunteers for any company related to EAPrep.

4. **Entire Agreement, Waiver; Partial Invalidity; Ambiguities; Notices.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. EAPrep has the right to add to, modify or delete any provision



of these General Terms and Conditions. EAPrep shall notify Contractor of any material adverse change to these General Terms and Conditions by posting such modified General Terms and Conditions on its website. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, have been made by any party, or by anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Agreement. Any Notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested, to Contractor or EAPrep at the address identified in the Specific Terms.

5. **Governing Law; Laws; Indemnity; Insurance; Limitation of Liability.** This Agreement shall be governed by and in accordance with the laws of the State of Texas, and venue for any action or proceeding to enforce or interpret any provision of this Agreement shall be in Travis County, Texas. Contractor shall abide by all laws, statutes, regulations and ordinances in completing the terms of this Agreement. To the extent allowed by law, Contractor hereby agrees to indemnify and hold EAPrep harmless from and against any and all claims, suits, damage or damages and/or loss or losses and/or action or actions of any kind as the result of and arising out of the services provided by Contractor under this Agreement. Contractor agrees to purchase and maintain, at its own expense any insurance to the extent deemed prudent by Contractor and/or required by this Agreement. If required in the Specific Terms, Contractor shall provide EAPrep



with a certificate of insurance listing EAPrep and Southwest Key Programs, Inc., as an additional insured prior to beginning services. Contractor agrees to waive any and all claims against EAPrep, which might otherwise arise from work performed pursuant to this Agreement. Contractor further agrees that EAPrep's liability to Contractor or to any third party, for any damage arising from the performance of this Agreement shall not exceed One Thousand Dollars (\$1,000.00).

6. **Nonassignability; Standard of Care, Licensure, Certification; Code of Ethics; Drug and Alcohol-Free Workplace; No Driving; EAPrep Policies and**

**Procedures.** Contractor shall not assign any of Contractor's rights or responsibilities of this Agreement without the prior written consent of EAPrep. Contractor agrees that Contractor's services will be performed with that level of care and skill ordinarily exercised by members of Contractor's profession currently operating under similar conditions and circumstances, that Contractor is licensed or certified, if required, and that Contractor knows and will follow any applicable code of ethics of Contractor's profession. If required in the Specific Terms, Contractor shall provide EAPrep a copy of all required licenses and certifications prior to beginning services and will maintain such license or certification for the duration of this Agreement. Because EAPrep has a vital interest in maintaining a safe, healthy, and efficient work environment for all employees and Contractors, the parties agree and recognize that EAPrep's work environment should be free from the use of illegal drugs, alcohol, and the unauthorized use of prescription drugs. Unless otherwise specifically agreed to in writing, Contractor is not authorized to drive on behalf of EAPrep. Contractor agrees to comply with all applicable EAPrep policies and procedures.

7. **Background inquiry.** Contractor understands and agrees that EAPrep has a duty to ensure the safety and well-being of its students. Pursuant to that responsibility, Contractor shall cooperate with EAPrep and provide EAPrep with all information and/or documentation including a copy of driver's license, social security number and completed background inquiry form to allow for EAPrep to attain a criminal background check or obtain the DPS criminal background check results regarding all individuals



performing services to EAPrep students under this Agreement. Contractor understands that only individuals who have passed EAPrep's criminal background check will be permitted to have contact with EAPrep students. If Contractor will have direct contact with EAPrep students, Contractor certifies that it will obtain all criminal history record information that relates to each individual who will have direct contact with EAPrep students through the Texas Department of Public Safety's ("DPS") criminal history clearinghouse before that individual provides such services to the school. The financial responsibility of the cost of the fingerprinting is the sole responsibility of Contractor. If an individual performing services pursuant to this agreement receives a conviction or any other form of adjudication, Contractor must provide notice to EAPrep in writing before the individual provides additional services to EAPrep.

8. **Equipment Responsibility.** Contractor agrees that if Contractor is issued any EAPrep property, including but not limited to books, building access cards, teacher's manuals, computers or didactic materials, Contractor will be responsible for the replacement cost of that property in the event it is stolen, lost or damaged while in Contractor's possession. If arrangements are not made for repayment within one week, EAPrep shall be entitled to deduct the full replacement value from any amounts due to Contractor. Contractor shall notify EAPrep immediately if Contractor loses or damages any equipment issued to Contractor.
  
9. **Jury Trial Waiver and Class and Collective Action Waiver.** Contractor waives Contractor's right to request or demand a jury trial. Any claim that Contractor has against EAPrep will be conducted solely on an individual basis and not as a class action or otherwise pursuant to class, collective action, or comparable procedures. A claim includes any dispute, controversy, lawsuit, or cause of action Contractor may have against EAPrep related to Contractor's contract for services.