

Accrediting Council for Independent Colleges and Schools

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT, this ____ day of _____, 200__, by and between the Accrediting Council for Independent Colleges and Schools, a Virginia corporation with offices in the District of Columbia ("ACICS") and _____ ("CONTRACTOR").

WHEREAS, ACICS is a national accreditor of private postsecondary institutions and is recognized by the United States Department of Education and the Council for Higher Education Accreditation; and

WHEREAS, ACICS utilizes the services of professionals in the education field to evaluate postsecondary institutions to determine whether such institutions meet the accreditation standards of ACICS; and

WHEREAS, CONTRACTOR is a professional in the education field who has agreed to provide professional evaluation services to assist ACICS in evaluating postsecondary institutions pursuant to the terms herein:

1. **Independent Status** CONTRACTOR is hereby engaged by ACICS to conduct evaluations of postsecondary institutions, and CONTRACTOR shall use his or her best skills and abilities to provide those services as ACICS may request from time to time. CONTRACTOR warrants that he or she is fully qualified to perform the services required in this Agreement. CONTRACTOR acknowledges that at all times he or she shall be legally independent from ACICS and that nothing contained in this Agreement shall in any way be construed to create an employer-employee relationship between ACICS and CONTRACTOR. CONTRACTOR, in accomplishing the tasks assigned, shall determine how to apply time to the work and the manner, the order and the sequence in which services shall be performed. CONTRACTOR shall be free to provide services to entities except consulting services for ACICS-accredited institutions during the performance of this Agreement. Such other services shall not conflict with the terms of this Agreement.

2. **Work** ACICS may, in its sole discretion, offer CONTRACTOR the opportunity to participate in specific evaluation activities. CONTRACTOR agrees to perform his or her services to verify information in an institution's application or self-study and to report all facts observed during an evaluation visit as to how the institution is accomplishing its mission and delivering its educational programs. CONTRACTOR will perform his or her duties pursuant to general guidelines issued by ACICS, as amended from time to time. Such duties may include consultation with the faculty, administrative staff and students of the institution being evaluated. CONTRACTOR will assist in preparing a written report that covers areas reviewed at the institution and such other information necessary for an accurate evaluation of the institution. Such report shall be submitted to ACICS in a timely manner. CONTRACTOR will also participate in an exit conference conducted at the end of the evaluation visit with the chief executive or administrative officer of the institution being evaluated.
3. **Representations** CONTRACTOR represents that he or she has no other interest that will conflict with the obligations undertaken pursuant to this Agreement, and he or she will not permit conflicts to arise that tend to call into question the independence and integrity of the work undertaken.
4. **Remuneration** During the term of this Agreement, CONTRACTOR's remuneration for his or her services shall be pursuant to the attached Schedule A, which may be amended from time to time by ACICS. CONTRACTOR will also be reimbursed in accordance with ACICS policy for reasonable and necessary expenses incurred by CONTRACTOR in performing services pursuant to this Agreement, provided that CONTRACTOR submits claims as required by ACICS with necessary documentation. CONTRACTOR expressly acknowledges that, as an independent contractor, he or she has no claim to any other remuneration or benefits, including workers' compensation benefits, offered to the employees of ACICS.
5. **Taxes** Neither federal, nor state, nor local income tax nor payroll tax of any kind shall be withheld or paid by ACICS on behalf of CONTRACTOR. CONTRACTOR acknowledges and agrees that he or she is responsible to pay his or her own federal, state and local income taxes, if any.
6. **No Authority to Bind ACICS** CONTRACTOR has no authority to enter into contracts or agreements or to make commitments on behalf of ACICS.
7. **Termination** Either CONTRACTOR or ACICS may terminate this Agreement at any time. The obligations of CONTRACTOR under Paragraph 8 shall continue notwithstanding termination of this Agreement.

8. Non-Disclosure

- a. CONTRACTOR in recognition of the trust and confidence placed in CONTRACTOR by ACICS will not, during the term of this Agreement and thereafter, disclose to any third party any "Confidential Information" received relative to ACICS or the institutions it evaluates. Confidential Information includes information relative to the method of operations, educational and training programs, strategies and objectives, financial information, computer programs, system documentation, software or hardware, manuals, methods, inventions or other information or materials not otherwise publicly available.
- b. CONTRACTOR acknowledges that ACICS' Confidential Information constitutes a major asset, and that the use, misappropriation or disclosure of Confidential Information constitutes a breach of trust and may cause irreparable injury to ACICS; that it is essential for the protection of ACICS's goodwill that the Confidential Information be kept secret; and that CONTRACTOR must not disclose the Confidential Information to others nor use the Confidential Information to his or her own advantage or to the advantage of others.

9. Miscellaneous.

- a. If any provision of this Agreement is invalid or unenforceable, either in whole or in part, this Agreement shall be deemed amended to delete or modify the offending provision in order to render it valid and enforceable.
- b. The waiver by ACICS or by CONTRACTOR of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of such party.
- c. This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia without giving effect to its choice of law provisions. CONTRACTOR and ACICS hereby irrevocably submit to the personal jurisdiction of the United States District Courts or the courts of the District of Columbia in any action or proceeding arising out of or relating to this Agreement.
- d. This Agreement represents the entire agreement of the parties, and it may be amended only by a writing signed by each of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused this Agreement to be executed the day and year first above written.

Accrediting Council for Independent Colleges and Schools

by: _____

Date: _____

CONTRACTOR

Signature

Date _____

Print Name

Schedule A

ACICS Schedule of Honoraria Paid to Evaluators

Evaluator Type	Specialist	Honorarium
Member <i>(Affiliated with an institution accredited by ACICS)</i>	Program Specialist	\$150 per visit day <i>(Includes initial report)</i> + \$50 per visit day per additional reports <i>(Excludes Library and Educational Facilities reports)</i>
	Educational Activities Specialist	No honorarium
	Student Relations Specialist	No honorarium
Public <i>(Not affiliated with an institution accredited by ACICS)</i>	All Specialists	\$150 per visit day <i>(Includes initial report)</i> + \$50 per visit day per additional report <i>(Excludes Library and Educational Facilities reports)</i>
Chair Member and Public		\$300 per visit day