



INDEPENDENT CONTRACTOR AGREEMENT

Revised: May, 2009

Please read, sign and date, and retain a copy for your files:

AGREEMENT, on this date, by and between the Accrediting Council for Independent Colleges and Schools, a Virginia corporation with offices in the District of Columbia ("ACICS") and myself as "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:

- 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.
- 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.
- 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.
- 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.
- 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.



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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.



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Schedule A

ACICS Honorarium

Chairs are paid \$350 per visit day. Non-chairs are paid \$250 per visit day.

An honorarium of \$350 per actual visit day is paid to the chair of the evaluation team. The honorarium covers all telephone calls, mailing expenses, etc., incurred by the chair for team coordination and report preparation. Separate reimbursement will not be provided for these items.

An honorarium of \$250 per actual visit day is paid to non-chair evaluators for participating as a team member.

An evening school visit, when coupled with a one- or two-day visit, does not qualify an evaluator for an additional day's honorarium. Honoraria are based on the number of full days scheduled for the visit. Each honorarium covers travel time, time on the premises, and time involved in preparing the formal report to the Council.

The honoraria will be paid by the Council upon completion of the visit and receipt of reimbursement request forms and receipts for expenses incurred. All requests for reimbursement are to be sent to the Council office in Washington, D.C., not to the institution visited.



ACICS Canons of Ethical Behavior

The continued existence and acceptance of privately administered accreditation presumes the recognition that the aggregate of the system is based upon the singular integrity of all those individuals charged with the adoption of policies, procedures, standards, and the evaluation and measurement of institutional performance. Members of evaluation teams play a vital role in the maintenance and preservation of the system. Therefore, the fulfillment of this role requires an understanding by evaluators of their relationship with and function in the accreditation process

In fulfilling accreditation responsibilities, an evaluator encounters a variety of issues and situations that require the exercise of fair and impartial judgment. Although the specifics of these issues and situations cannot be foreseen with particularity, fundamental ethical principles are available for guidance. Within the framework of such ethical principles, these Canons of Ethical Behavior are set forth:

As a volunteer evaluator for the Accrediting Council for Independent Colleges and Schools,

1. I will uphold the integrity of the accreditation process.
2. I will avoid impropriety and the appearance of impropriety while conducting all activities, including the accepting or offering of any gifts of material value.
3. I will perform all specified duties impartially and diligently.
4. I will preserve the confidentiality of the institutional information to which I am privy. This includes sharing information with an outside consulting agency.
5. I will, while representing ACICS, subscribe to the ACICS policy on Discrimination and Harassment during any and all interactions with the ACICS staff, other members of evaluation teams, or any person affiliated with an institution being evaluated. I have read the ACICS Policy on Discrimination and Harassment and will report to the ACICS Executive Director any action I perceive to be discriminatory or harassing.

Business Activities

6. I will refrain from any business activity inappropriate to accreditation responsibilities, including soliciting consulting work from an ACICS member institution or accepting fees from an ACICS member institution or third party for service as a consultant.
7. I will decline to serve on any evaluation team which is responsible for evaluating any institution or branch of any institution I have been, am currently, or presently intend to be directly or indirectly involved.
8. I will contact ACICS and ask to be placed on "inactive" status should I accept any consulting offer from any ACICS member institution resulting in a fee.
9. I will decline any consulting request from a member institution for which I have served as a team member for three years following the visit, regardless of my status as an evaluator.



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I hereby agree to the Canons of Ethical Behavior as written above. I understand that I am performing the tasks of ACICS volunteer as an independent contractor and have read and agree to the Independent Contractor Agreement. Furthermore, I understand that I will receive a federal tax form 1099 at the end of each tax year for reporting to the Internal Revenue Service any non-reimbursable expenses, e.g., honorarium, paid by the Accrediting Council for Independent Colleges and Schools.

Please Print Name

Signature

Date