



National Accrediting Commission of Career Arts & Sciences, Inc.

4401 Ford Avenue, Suite 1300 Alexandria, VA 22302-1432 ·
Tel: (703) 600-7600 · Fax: (703) 379-2200 · <http://www.naccas.org>

Independent Contractor Agreement For Peer Evaluation Services

This Agreement is made this ____ day of _____, 201__, by and between The National Accrediting Commission of Career Arts & Sciences, Inc. (“NACCAS”), located in Alexandria, Virginia and _____ (“EVALUATOR”), who resides in _____, NACCAS and Evaluator are hereinafter sometimes referred to individually as a “party” and collectively as the “parties.”

WITNESSETH:

WHEREAS, NACCAS is an autonomous, independent accrediting commission which provides accreditation to educational institutions in the cosmetology arts and sciences, massage and cognate areas; and

WHEREAS, EVALUATOR has represented and satisfactorily shown that EVALUATOR has the requisite background, education and experience to provide peer evaluation services to NACCAS; and

WHEREAS, NACCAS wishes to engage the services of EVALUATOR for peer evaluation and EVALUATOR desires to provide such peer evaluation services to NACCAS.

NOW THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Services by EVALUATOR. NACCAS hereby engages the services of EVALUATOR to provide peer evaluation services to NACCAS as an EVALUATOR specializing as:

a) School owner/administrator b) Academic c) Practitioner.

EVALUATOR hereby represents to NACCAS that he/she is qualified by virtue of education, professional credentials, background and/or experience to render such services and agrees to render such services in accordance with the terms hereinafter set forth.

2. Independent Contractor Relationship. The parties agree and intend that EVALUATOR is an independent contractor and not an employee of NACCAS. The relationship between NACCAS and EVALUATOR is not employer/employee.
3. No Control. NACCAS acknowledges and agrees that it shall have no right to control and shall not control the details, manner or means by which EVALUATOR accomplishes the results and develops findings or conclusions as to compliance, partial compliance or non-compliance concerning any peer review project. Rather, EVALUATOR shall exercise his/her professional discretion concerning and retain control over the manner of peer evaluation.
4. Payments to EVALUATOR. In consideration for Evaluator’s services, NACCAS shall pay EVALUATOR according to the provider fees as agreed upon within the Statement of Work and according to one of the following TRAVEL options :

_____OPTION ONE: Evaluator uses the NACCAS Travel Agency

Approximately seven weeks before each school evaluation trip, NACCAS will send me via e-mail the trip itinerary and Statement of Work including my visit obligations and the fee to be paid upon completion of the assignment.

The fee will include allowances for the following travel expenses: local transportation to/from home and destination airports, airline baggage fees, parking fees, per diem rate for meals, and honorarium.

Evaluator authorizes the NACCAS travel agency to make my airfare and lodging arrangements. As a professional courtesy, NACCAS will provide transportation from the hotel to the visit location if I arrive at the hotel where the NACCAS Team Leader is staying by the specified time.

_____OPTION TWO: Evaluator chooses to self-book travel arrangements.

Approximately seven weeks before each school evaluation trip, NACCAS will send me via e-mail a Statement of Work (SOW) confirming my visit obligations and the fee to be paid upon completion of the assignment. The fee will include allowances for the following travel expenses: hotel (standard room), airfare or train travel (coach seat), transportation to/from home and destination airports, airline baggage fees, parking fees, per diem rate for meals, and honorarium.

I agree to make the arrangements and pay for the airfare and lodging arrangements for the trip on my own, using the airline(s) and hotel(s) of my choice, and will receive the agreed upon amount of compensation without deduction. I must provide confirmation of my flights and hotel reservations to the NACCAS travel department no later than seven days after receipt of the SOW. If I choose to stay in a different hotel than the NACCAS Team Leader, I am responsible for my transportation to/from the visit location. I must arrange my travel itinerary to allow for participation in any pre-visit meetings of the team as specified in the SOW, arrival at the visit location by the designated starting time, and remain onsite as long as necessary to complete the assignment.

CONFIRMATION OF AGREEMENT WITH TERMS:

I fully understand the Option I have selected above. In the event I choose to change my above-selected option, then I must do so by submitting a new Travel Arrangements Option Form. (Please note that processing a change of Option may require up to 60 days.)

5. Findings. EVALUATOR agrees to submit findings of compliance, partial compliance and/or non-compliance with NACCAS' accreditation standards and criteria to the team for incorporation into the team report at the time of the visit. Upon completion of the final report, EVALUATOR will review and provide feedback, verifying accuracy of their submissions.
6. Insurance. EVALUATOR is an independent contractor and shall procure his/her own proper and appropriate policies of insurance for automobile insurance, if applicable, health insurance and general liability insurance coverage. As an independent contractor, EVALUATOR acknowledges that he/she shall not be covered by NACCAS' worker's compensation policy or unemployment compensation.
7. Taxes. As an independent contractor, EVALUATOR shall be issued by NACCAS an Internal Revenue Service ("IRS") Form 1099 as required by the Internal Revenue Code of 1986, as amended, and the various Treasury Regulations and other pronouncements and publications issued by the IRS. As an independent contractor, EVALUATOR acknowledges and represents that he/she will timely report any payments received from NACCAS as self-employment income on IRS Form 1040, Schedule C and Schedule SE, and the appropriate state income tax forms or on any other appropriate IRS or state income tax form, as the case may be (in the event EVALUATOR is incorporated or otherwise operates other than as a sole proprietor). EVALUATOR acknowledges that because he/she is an independent contractor, NACCAS will not withhold any amount of Federal or state employment taxes of any kind from the gross amounts paid to EVALUATOR.
8. No Employee Benefits. As an independent contractor, EVALUATOR shall not participate in or receive any benefits from any welfare benefit plan or pension benefit plan, or any other type of employee benefit plan established or maintained by NACCAS for its employees.
9. No Obligation. EVALUATOR shall work the necessary days and hours as required by the terms of the Statement of Work. Further, the EVALUATOR shall have the right to decline or refuse any peer evaluation project offered for any reason in his/her discretion. EVALUATOR shall likewise have no obligation to perform any services for NACCAS other than peer evaluation services EVALUATOR chooses, in his/her discretion, to accept.

10. No Office. NACCAS shall not provide any office for EVALUATOR.
11. No Guarantee. NACCAS does not guarantee any minimum number of peer evaluation assignments for EVALUATOR.
12. Termination. One-year automatic renewal, with a 30-day advance notification if the provider wishes to terminate the contract at the end of the one-year term. Termination of the contract for cause may be imposed at any time over the course of the contract period by NACCAS.
13. Ongoing Knowledge-Base. As a condition of the renewal of this Agreement and to ensure ongoing competency related to a comprehensive understanding of NACCAS' Standards and Policies, the provider must submit a valid NACCAS Workshop certificate.
14. Other Business. NACCAS acknowledges that as an independent contractor, EVALUATOR conducts his/her own business and/or profession and holds him /her out to the public as such. NACCAS acknowledges that EVALUATOR does or may perform services for other companies and entities unrelated to NACCAS.
15. Supplies. EVALUATOR shall supply his/her own supplies and equipment.
16. Code of Ethics. NACCAS prohibits all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated. NACCAS further expects that EVALUATOR will act and dress in accordance with the level of professionalism expected of evaluators in the areas of career arts and sciences.
17. Conflicts. EVALUATOR agrees to notify NACCAS immediately of any conflict of interest or potential conflict of interest (i.e. being employed by the institution as either an employee or consultant, having a contractual relationship with the institution, having an interest in any school in the same market area offering the same programs as the institution to be evaluated, having any other special relationship or personal interest in the institution, or with an owner, staff member or student) of the institution, and to not provide peer evaluation services at any institution whereby a conflict or potential conflict of interest exists.
18. Notice. All notices or other communications required hereunder shall be in writing and shall be deemed duly given when sent by certified or registered mail, return receipt requested, postage prepaid, by overnight Courier or by facsimile to the following addresses:

NACCAS Address: National Accrediting Commission of
 Career Arts & Sciences, Inc.
 4401 Ford Avenue, Suite 1300
 Alexandria, VA 22302
 FAX: (703) 379-2200

EVALUATOR Address: _____

19. Governing Law. Each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be deemed to be replaced by the valid and enforceable provision most substantively similar to such invalid or unenforceable provision, and the remainder of this Agreement, or the application of such provision to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. All disputes between the parties under this Agreement shall

be governed by the law then in force and effect in the Commonwealth of Virginia (excluding, for purposes hereof, the conflict of laws provisions thereof).

20. Modification. The terms and conditions of this Agreement may not be modified or changed in whole or in part in any manner other than by an instrument in writing duly signed by both parties hereto.

The undersigned parties agree to the terms and conditions as stated above:

EVALUATOR

NATIONAL ACCREDITING COMMISSION OF CAREER
ARTS & SCIENCES, INC.

Print Name

By: _____

Its: _____

Signature