

National Accrediting Commission of Cosmetology Arts & Sciences, Inc.

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<http://www.naccas.org> naccas@naccas.org

REVISED 10/06

Offer to Provide Peer Evaluation Services ADMINISTRATOR EVALUATOR

1. NAME: _____ SSN#: _____ - _____ - _____

I AM INTERESTED IN SERVING AS

- NACCAS evaluator in administrator category on on-site evaluation teams
 Specialized field representative on on-site evaluation teams

If added to the list of independent contractors eligible to provide peer evaluation services for NACCAS, I am available to travel:

- Once a month Quarterly Other
 Every other month Every six months

2. CURRENT EMPLOYER: _____

A. TITLE: _____

B. DESCRIBE DUTIES: _____

3. BUSINESS ADDRESS: _____

4. BUSINESS TELEPHONE: _____ / _____ - _____ FAX: _____ / _____ - _____

E-MAIL IF AVAILABLE: _____

5. HOME ADDRESS: _____

PREFERRED ADDRESS FOR MAIL DELIVERY HOME BUS.
PREFERRED ADDRESS FOR PKG. DELIVERY HOME BUS.

6. HOME TELEPHONE: _____ / _____ - _____

7. HAVE YOU PROVIDED PEER EVALUATION SERVICES BEFORE? YES NO

A. For NACCAS since _____ (year) Approx. # of schools evaluated: _____

B. For Another accreditor since _____ (year) Approx. # of schools evaluated: _____

NAME OF ACCREDITOR: _____

8. FOREIGN LANGUAGE ABILITY

LANGUAGE	FLUENT	MODERATE ABILITY	STRUGGLE

9. PER SECTION 3.3 OF THE NACCAS *RULES OF PRACTICE AND PROCEDURE*, IN ORDER TO PROVIDE PEER EVALUATION SERVICES IN THE ADMINISTRATOR CATEGORY YOU MUST MEET ALL OF THE FOLLOWING QUALIFICATIONS (PLEASE PLACE A CHECKMARK TO VERIFY):

A. () I AM AN OWNER () OR ADMINISTRATOR () OF AN INSTITUTION ACCREDITED BY NACCAS WITH A MINIMUM OF TWO YEARS OF EXPERIENCE IN THIS CAPACITY.

PLEASE EXPLAIN: _____

B. () I AM CURRENTLY ACTIVE IN THE DAY-TO-DAY OPERATIONS OF A SCHOOL OFFERING TRAINING IN A FIELD WITHIN NACCAS' SCOPE.

C. () I HAVE ATTENDED A NACCAS ACCREDITATION WORKSHOP WITHIN THE PAST TWO YEARS AT _____ (LOCATION), OR HAVE REGISTERED FOR A WORKSHOP.

D. () PER SECTION 3.3 OF THE NACCAS *RULES OF PRACTICE AND PROCEDURE*, THE EVALUATION TEAM MUST INCLUDE ONE EVALUATOR KNOWLEDGEABLE IN EACH FIELD OR SPECIALTY IN WHICH THE INSTITUTION OFFERS PROGRAMS.

I HAVE FILLED OUT AND ATTACHED TO THIS FORM A "SPECIALTY SHEET" FOR EACH FIELD IN WHICH I OFFER MY SERVICES AS A PROGRAM EVALUATOR. THESE FIELD ARE:

- | | | |
|--|--|---|
| <input type="checkbox"/> BARBERING | <input type="checkbox"/> MAKEUP | <input type="checkbox"/> SCULPTURED NAILS |
| <input type="checkbox"/> COSMETOLOGY | <input type="checkbox"/> MANICURING | <input type="checkbox"/> SHAMPOOING |
| <input type="checkbox"/> ESTHETICS | <input type="checkbox"/> MASSAGE | <input type="checkbox"/> TEACHER TRAINING |
| <input type="checkbox"/> HAIR COLORING | <input type="checkbox"/> PERMANENT WAVING | <input type="checkbox"/> WIG SPECIALIST |
| <input type="checkbox"/> HAIR CUTTING | <input type="checkbox"/> PLATFORM ARTISTRY | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> HAIR WAVING | <input type="checkbox"/> SALON MANAGEMENT | <input type="checkbox"/> OTHER |
| <input type="checkbox"/> HAIR REMOVAL | | <input type="checkbox"/> OTHER |

FOR EACH OF THESE FIELDS, THE "SPECIALTY SHEET" SHOWS THAT

- 1) () I HAVE COMPLETED AN EDUCATION PROGRAM IN THE FIELD.
- 2) () I HAVE AT LEAST TWO YEARS OF EXPERIENCE AS A PRACTITIONER ON A DAY-TO-DAY BASIS IN A LICENSED ESTABLISHMENT THAT PROVIDES SERVICES IN THE FIELD.
- 3) () I AM CURRENTLY LICENSED IN THE FIELD, OR, IF NO LICENSE IS REQUIRED, I FULFILL THE ALTERNATE REQUIREMENTS.

10. MOST ON-SITE EVALUATION VISITS ARE CONDUCTED BY TWO OR THREE PEER EVALUATORS FROM NACCAS' LIST OF QUALIFIED INDEPENDENT CONTRACTORS.

A. WHAT DO YOU THINK ARE THE KEY ELEMENTS FOR EFFECTIVE TEAMWORK?

B. WHAT STRENGTHS WOULD YOU BRING TO THE EVALUATION TEAM?

EVALUATOR CODE OF ETHICS

So long as I am on NACCAS' list of independent contractors to provide peer evaluation services, I will not knowingly use, distribute, or disseminate for my personal or business gain any materials presented to me at any time in connection with an on-site evaluation. If I wish to consult with the owner of a school I am appointed about materials and/or techniques I would like to obtain, I agree not to make any such requests until thirty (30) days after the date of the on-site evaluation. My request will be in writing and will specifically state that it is not made on behalf of NACCAS or in my capacity as an independent contractor for NACCAS or in any other capacity for MACCAS, and that the owner of the evaluation school is NOT required by NACCAS to honor such a request.

I understand that I have a positive duty to disclose any relationships in the following categories I have now or have had in the past with any owner, employee, student, advisory board member, or trustee of the institution to be evaluated and that these relationships may make me ineligible to evaluate the institution:

1. Service on a board or committee of an organization with the owner or a staff member of the institution.
2. Student or graduate of the institution.
3. Employment at the institution (including appearance on a list of potential substitute instructors).
4. Work as a consultant of the institution.
5. A contractual relationship with the institution (i.e., to administer ATB tests).
6. An interest in any school in the same market area offering the same programs as the institution to be evaluated.
7. Submission of a complaint against the institution to be evaluated.
8. Any special relationship or personal interest in the institution, or with an owner, staff member or student (i.e., the evaluator's brother-in-law's daughter is a student there).

I understand that I have a responsibility as a NACCAS evaluator to:

1. Practice professionalism at all times,
2. Minimize disruption in the institution undergoing evaluation,
3. Encourage good relations among school personnel and NACCAS representatives, and
4. Promote a professional milieu for the accreditation activities.

I understand and agree that NACCAS does not guarantee appointment as an evaluator, or any number or frequency or scheduled on-site evaluations if my name is added to the list of eligible independent contractors providing peer evaluation services.

I, _____ hereby certify that I have read and understand the above NACCAS Code of Ethics for Evaluators and do agree to abide by this code. I understand that failure to abide by this code, or failure to sign, will result in my immediate dismissal as a NACCAS on-site evaluator.

Signature

Date

SPECIALTY SHEET

I am submitting this "Specialty Sheet" to show my qualifications in the following field: _____

MY NAME: _____

EXPERIENCE - Please indicate if self-employed

1. Name & Address of Business	If owner, # of employees	Years working here (i.e., 1989 – 2003)	Hours per week directly providing services in the specialty area

2. What do you consider the market area of your establishment or business? _____

LICENSES AND CERTIFICATIONS

3. Is a license in this specialty required in the state where you work? () YES () NO
 If Yes, Attach a copy of your current license, and fill in the following:

- A. Year first licensed: _____
 B. Current license #: _____ Current License Expires: _____

4. Are you licensed in any other states to provide services in this specialty area?

State issuing license	Year first issued	Current Lic. #	Expiration date

If the state in which you currently work does not license this specialty, but you are licensed in it by another state, please submit a copy of your current license from the other state.

5. Do you hold a national certification in this specialty area? () YES () NO
 If Yes, attach a copy of your current national certification, and fill in the following:

- A. The national certification is issued by : _____
 B. Does it require an examination? () YES () NO
 C. When did you first receive it? _____
 D. Is it current? () YES () NO

6. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS RELATED TO THIS SPECIALTY

Name and address of Organization	Membership Category	Years of Membership	Special Participation (officer positions held, leadership on special projects.

7. AUTHORSHIP OF RECENT PROFESSIONAL PUBLICATIONS Please list. You may attach a separate sheet.

8 TRAINING

A. I was trained in this specialty at:

- 1) Name of Institution _____ State _____
- 2) Name of Program _____
- 3) Year completed _____

B. Continuing Education and advanced courses in this specialty taken in the last three years. You may attach a separate sheet.

Sponsor/Organization	Course & Hours	Certificate	Year taken

9. INTEREST IN COSMETOLOGY, MASSAGE, OR RELATED SCHOOLS

Check if you have any of the following relationships with any cosmetology or massage school:

- Advisory Committee member
- Consultant
- Instructor
- Owner: Name of School _____ State _____
- Other: _____
- ATB Test Administrator
- Guest lecturer
- Substitute teacher

10. KNOWLEDGE OF NACCAS REQUIREMENTS (check one)

- I attended a NACCAS Accreditation Workshop (or plan to attend the workshop) on _____ in _____
- I would like to meet this requirement another way. (Note: If you check this alternative, you will qualify to review programs only.)

11. ADDITIONAL INFORMATION: You may attach additional information you believe shows your qualifications to provides peer evaluation services as a practitioner and/or to review programs in this specialty.

I hereby certify that the information given is true and verifiable, and that if appointed as a specialized field representative I agree to serve as an active participant in the on-site evaluation process and to adhere to the NACCAS evaluator code of ethics and other requirements of the Commission, including submission of updates on my qualifications.

Your signature

Date

Independent Contractor Agreement
for Peer Evaluation Services

Agreement made this ____ day of _____, 200_, by and between The National Accrediting Commission of Cosmetology Arts & Sciences, Inc. (“NACCAS”), located in Alexandria, Virginia and the undersigned peer evaluation contractor (“EVALUATOR”) who resides in _____, _____

WITNESSETH:

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

WHEREAS, EVALATOR has represented and satisfactorily shown that EVALATOR has the requisite background, education and experience to provide services as an EVALUATOR; 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 acknowledged by the parties, the parties agree as follows:

1. Services by EVALUATOR. NACCAS hereby engages the services of EVALUATOR to provide services to NACCAS as an EVALUATOR in the field of _____. EVALUATOR hereby represents 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 the EVALUATOR is an independent contractor and not an employee of NACCAS.

3. Control. NACCAS acknowledges that EVALUATOR has been retained for his/her professional expertise and qualifications to evaluate institutions and agrees that it will not exercise any control regarding 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, but agrees that such evaluation will be performed consistent with NACCAS *Rules of Practice and Procedure* and its ethical guidelines for evaluators.

4. Payments to EVALUATOR. In consideration for EVALUATOR’s services, NACCAS shall pay EVALUATOR \$150.00 per day. In addition, NACCAS shall:

- a. cover the costs of travel of EVALUATOR, but only if arranged through NACCAS’ travel office;
- b. reimburses EVALUATOR at the rate of \$0.38 per mile for visit-related travel in EVALUATOR’s personal or rented vehicle;

NOTE: EVALUATOR may not drive a leased or rented vehicle on behalf of NACCAS without PRIOR approval from a designated executive of NACCAS.

- c. pays a per diem of \$75.00 per day, or \$37.50 for a half day on travel days
- d. reimburses EVALUATOR for reasonable expenses represented by written receipts incurred in participating in the evaluation(s).

5. Findings. EVALUATOR agrees to submit findings of compliance, partial compliance and/or non-compliance with NACCAS standards and criteria to the team for incorporation into the team report in a timely manner.

6. Insurance. EVALUATOR is an independent contractor and shall procure his/her own proper and appropriate policies of insurance including for automobile insurance, health insurance, disability insurance, accident insurance, property/casualty insurance and general liability insurance coverage.

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 is not an employee of NACCAS and is not entitled to participate in or receive any benefits from any welfare benefit plan or pension benefit plan, coverage by NACCAS' worker's compensation policy or unemployment compensation, insurance coverages or any other type of employee benefit plan established or maintained by NACCAS for its employees.

9. No Obligation. EVALUATOR shall have no obligation to work any particular hours or any particular amount of hours and shall further 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 Guaranty. NACCAS does not guarantee any minimum number of peer evaluation assignments for EVALUATOR.

12. Other Business. NACCAS acknowledges that as an independent contractor, EVALUATOR conducts his or her own business and/or profession and holds himself/herself out to the public as such. NACCAS acknowledges that EVALUATOR does or may perform services for other companies and entities unrelated to NACCAS.

13. Supplies. EVALUATOR shall supply his/her own supplies and equipment.

14. Code of Ethics and Policies of conduct. In rendering services hereunder, EVALUATOR shall abide by the evaluator Code of Ethics. EVALUATOR shall also abide by the Commission's anti-discrimination policies and other policies of conduct, attached to this contract.

15. Conflicts. EVALUATOR agrees to notify NACCAS immediately of any conflict of interest or potential conflict of interest, in accordance with the evaluator Code of Ethics, and to not provide peer evaluation services at any institution concerning which a conflict or potential conflict of interest exists.

16. 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:

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

If to EVALUATOR:

17. 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 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.

18. 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 may not begin to work as an independent contractor for NACCAS until this contract and the Code of Ethics are signed, and NACCAS notifies EVALUATOR in writing that his/her name has been added to the list of qualified evaluators. The undersigned parties agree to the terms and conditions as stated above:

EVALUATOR

Date: _____

(Printed or Typed Name)

On behalf of the National Accreditation
Commission of Cosmetology Arts & Sciences, Inc.

Printed Name

Date: _____

Title

Attachments:

Code of Ethics for Evaluators

Policies on Conduct