

## **Independent Contractor Agreement For Peer Evaluation Services**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between The National Accrediting Commission of Cosmetology 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.”

### W I T N E S E T H:

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 in the field of \_\_\_\_\_. 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 \$175.00 per day. In addition, NACCAS shall:
  - (a) cover the costs of travel of EVALUATOR, but only if arranged through NACCAS' travel office;
  - (b) reimburse EVALUATOR at the rate of \$0.50 per mile for visit-related travel in Evaluator's personal or rented vehicle;
  - (c) pay a per diem of \$75.00 per day, or \$37.50 for a half day, on travel days; and
  - (d) reimburse EVALUATOR for reasonable expenses represented by written receipts incurred in participating in the evaluation(s) and submitted to NACCAS for reimbursement not later than 14 days following the completion of the applicable evaluation visit.
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 not later than 7 days following the completion of the applicable evaluation visit.
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 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/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.
13. Supplies. EVALUATOR shall supply his/her own supplies and equipment.
14. Code of Ethics. In rendering services hereunder, EVALUATOR shall abide by NACCAS' Evaluator Code of Ethics. EVALUATOR shall also abide by NACCAS' anti-discrimination policies and other policies of conduct, attached to this Agreement.
15. Conflicts. EVALUATOR agrees to notify NACCAS immediately of any conflict of interest or potential conflict of interest, in accordance with NACCAS' 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 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).

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 parties agree to the terms and conditions as stated above:

EVALUATOR

NATIONAL ACCREDITING COMMISSION OF  
COSMETOLOGY ARTS & SCIENCES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

(Printed or Typed Name)