

D&S DIVERSIFIED TECHNOLOGIES, LLP dba HEADMASTER, LLP
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WRITTEN TEST PROCTOR (WTP) AGREEMENT

This Agreement MUST be accompanied by form 1500IF and Form 1511IF. PLEASE TYPE OR PRINT.

Parties: This agreement is entered into on this _____ day of _____, 20____ by and between

Name _____ Home Phone (_____) ____ - ____ Work Phone (_____) ____ - ____

of Home Address _____ City _____ State _____ Zip _____

hereinafter referred to as the WTP and HEADMASTER, LLP -- FID#: 81-0433262 -- Phone: 800-393-8664 – 3310 McHugh Lane, Helena, MT 59602, hereinafter referred to as HEADMASTER for the purpose of proctoring authorized Idaho Facility Administrator certification tests to Facility Administrator test candidates throughout Idaho using Idaho Bureau of Occupational Licenses approved standards that are subject to change from time to time.

Obligations: HEADMASTER will certify Written Test Proctors at the Written Test Proctors expense; utilizing HEADMASTER and IBOL approved instructional materials and methods, before involving any WTP in any testing scenario or providing any compensation to the WTP. The Written Test Proctors will be required to be certified each year at their own expense by HEADMASTER using an approved certification process. The WTP will allow unannounced observation of testing in progress for quality assurance purposes. The WTP will read, sign and abide by the Confidentiality/Nondisclosure agreement (Form 1511 IF) hereby made a part and parcel to this agreement. The WTP agrees to abstain from proctoring written tests for any Facility Administrator examinations that would be administered to personal friends and/or relatives or any student that they have instructed as part of an approved Idaho Facility Administrator training program or to any candidate that works in his/her corporate structure. The WTP must properly complete all required forms and forward all applicable forms to HEADMASTER. (Possibly W-4, I-9, certainly this agreement or an original copy, Nondisclosure agreement etc.)

Services Rendered: The WTP (or a WTP designated test center entity) will be paid thirty dollars (\$30.00) per test event plus fifteen dollars (\$15.00) for local (under 45 miles one way) travel time, if any travel time is necessary to proctor tests, for each test event that he/she mutually agrees to proctor OR fifteen dollars per facility administrator test candidate the WTP proctors during an agreed upon facility administrator test event, whichever amount is greater. HEADMASTER will make payment for WTP services rendered directly to the WTP (or test center if the WTP is an employee of an approved test center) within 30 days of receipt of all paper testing materials or proper completion of a WebETest© event.

Independent Contractor: It is understood that the WTP or test center is an independent contractor and because the WTP or test center is an independent contractor under the terms of this agreement, there will not be any deductions from any compensation paid for health insurance or any retirement program. The WTP or test center will not be eligible for overtime pay, mileage compensation, or paid time for traveling to a work site or any other compensation except as detailed herein for Proctoring written tests. The WTP or test center will be solely responsible for any and all payments for their own health insurance, liability insurance and retirement benefits if they so desire. Further, the WTP or test center understands that there will be no withholding from any compensation paid for State and Federal withholding, FICA, Medicare, Workers Compensation etc.

Non-Discrimination: It is agreed that all persons with responsibilities in the performance of the terms of this agreement shall not discriminate against any person(s) on the basis of race, religious creed, color, sex, national origin, age, political affiliation or beliefs, marital status, mental or physical handicap, or ancestry in any activities performed pursuant to this agreement.

Modifications: This document contains the entire agreement, except where otherwise specifically stated, between the parties hereto and shall not be enlarged, modified, altered, assigned, transferred or subcontracted except upon written agreement signed by all parties to this agreement. No statement, promises or inducements made by either party, which are not contained in this written Contract, shall be valid or binding.

Termination: Either party may terminate this agreement with 30 days written notice to the other party, except for immediate termination in the case of nonperformance of any act or activity related to testing Facility Administrator candidates in Idaho.

Liability: HEADMASTER assumes no liability for test Candidates, Evaluators, Test Administrators, Actors, or Written Test Proctors and any and all claims resulting from negligence or any other wrongful act or action will be borne by the negligent party.

SIGNATURE:

I have read, understand and agree to all terms and conditions contained herein.

Name WTP (Print or Type) _____ Title _____

WTP Signature _____ SS# _____ - _____ - _____ Date _____ / _____ / _____

Email address: _____

WTP designated test center: _____

(If applicable) Make checks out to: Name: _____ Address EIN.....Phone _____