

HEADMASTER TEST ADMINISTRATOR AGREEMENT

(THIS AGREEMENT MUST BE ACCOMPANIED BY TA APPLICATION)

Parties:

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

HEADMASTER and _____

SSN# _____ - _____ - _____ who resides at:

City: _____ State: _____ Zip: _____

Hereinafter referred to as the TA (Test Administrator) and HEADMASTER (a partnership fully owned and operated by Paul Dorrance and Ben Schmitt employer ID# 81-0433262) for the purpose of administering HEADMASTER Nurse Aide Written/Oral and/or Skill tests at sites to be specified by HEADMASTER.

Obligation:

The TA will be paid twenty-nine dollars and thirty-seven cents (\$29.37) for each skill test satisfactorily administered and three dollars and sixty-three cents (\$3.63) for each written test satisfactorily administered. Payment will be made to the TA within 30 days of receipt of ALL testing materials, including proper completion of the Nurse Aide Examiner's Report, (HEADMASTER form 1250) at PO Box 6609, Helena, MT 59604.

Independent Contractor:

It is understood that the TA is an "independent contractor" and, because the TA is an "independent contractor" under the terms of this agreement, HEADMASTER shall not deduct from any compensation paid or make any payment on behalf of the TA for all federal, state or municipal taxes or any insurance or retirement program. The TA will be solely responsible for all payments of federal, state and municipal taxes, which may be required on any compensation, paid under this agreement and will provide for their own insurance and retirement benefits if they so desire. Further, the TA acknowledges that, as an independent contractor there is "No" eligibility for workers' compensation claims under the terms of this agreement.

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, of ancestry on any activities performed pursuant to this agreement.

Modifications:

This document contains the entire agreement 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 day written notice to the other party, except for immediate termination in the case of non-performance of any act of activity contained herein.

Liability:

When administering skill tests, no facility residents are to be used as test subjects. HEADMASTER assumes no liability for test candidates, test subjects or Test Administrators and any and all claims resulting from negligence or any other act or action will be borne by the independently, contracted Test Administrator.

TEST ADMINISTRATOR

HEADMASTER OFFICIAL