

MATC Independent Contractor Agreement - EVALUATOR

For good and valuable consideration, MATC and Contractor hereby agree as follows: this Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Milwaukee Area Technical College ("MATC") with a business address of 700 West State Street, Milwaukee, Wisconsin 53233 and Contractor (as defined below):

Contractor: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business Telephone/Fax/E-mail: \_\_\_\_\_

1. Term. The term of this Agreement shall be a period of 31 Days, commencing December 1, 2011, 20\_\_ and ending no later than December 31, 2011, 20\_\_.

2. Termination. If Contractor terminates Contractor's services without MATC's written consent, Contractor forfeits all rights to any compensation not at that time actually paid to Contractor. It is furthermore mutually agreed that upon five (5) days written notice to the Contractor, MATC may cancel this Agreement, in its sole discretion, if Contractor fails to perform Contractor's duties and obligations under this Agreement.

Services. Contractor shall serve and perform its duties in a manner consistent with the standards of Contractor's industry and on a timely basis. Contractor shall provide the following services or as otherwise described on attached Exhibit A, if any:

\_\_\_\_\_

Act as an Evaluator for EMS Intermediate Technician and/or EMT Basic State Exam.

\_\_\_\_\_

3. Compensation. The compensation to be rendered to the Contractor shall be as follows:  
\$30.00/Hour

\_\_\_\_\_

Payments shall be made to Contractor upon submission of invoices to MATC for approval by the Project Coordinator. MATC's Project Coordinator for this Agreement is Vincent J. Vitale \_\_\_\_\_ . (Print name)

4. Independent Contractor. Contractor is an independent contractor as defined in the Internal Revenue Code and Wisconsin Statutes. Contractor is solely responsible for payment of any income, social security, and other employment taxes due to proper taxing authorities. MATC shall not deduct such taxes from any payments to Contractor. Contractor is not eligible for unemployment benefits or any other fringe benefits offered to MATC employees. Contractor

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is responsible for compliance with all applicable laws. MATC does not maintain any liability for Contractor's failure to comply with them. Subject to any performance guidelines described above or in Exhibit A, Contractor shall control the time, place, manner and method of performing the Services. Contractor is responsible for all of Contractor's expenses related to its performance of this Agreement. MATC shall report payments by filing a Form 1099-MISC.

5. Contractor Representations. Contractor represents and warrants as follows (cross off and initial all that do not apply):

- a. Contractor holds or has applied for an employer identification number with the federal Internal Revenue Service. \_\_\_\_\_ (enter number or date applied for)
- b. Contractor has filed business or self – employment income tax returns with the federal Internal Revenue Service for the types of services provided under this Agreement or shall file business or self – employment taxes for the services provided under this Agreement for the upcoming year. \_\_\_\_\_ (enter last year business or self employment tax return were filed)
- c. Contractor maintains a separate business with Contractor's own office, equipment/supplies and a business telephone number (includes a home business).
- d. Contractor utilizes contracts to perform services for specific amounts and controls the means and methods of performing the services provided under this contract.
- e. Contractor incurs the expenses related to providing the types of services provided under this Agreement.
- f. Contractor may realize a profit or suffer a loss under contracts to perform services of the type to be provided under this Agreement (for example if the income was less than the expenses or if this Agreement were terminated early)
- g. Contractor has recurring business, liabilities, expenses or obligations. List examples of business expenses (list examples, for example, telephone, rent, supplies, insurance):
- h. Contractor's success or failure in business depends on business income exceeding business expenses.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Contractor  
Ref. P.O. # \_\_\_\_\_

\_\_\_\_\_  
Project Coordinator/Vincent J. Vitale  
Phone # 414-571-4701

\_\_\_\_\_  
Milwaukee Area Technical College  
Procurement