

Performance Contract

PC # (dept tracking) _____

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(Not to be used when required to compensate a person as an employee through payroll.)

This agreement is entered into this _____ day of _____ with Whitman College, hereinafter called the College, and _____, hereinafter called the Contractor.

Whereas the College has need for the professional services of an individual with the particular training, ability, knowledge, and experience possessed by the Contractor, now therefore, in consideration of the sum of

\$ _____ to be paid to the Contractor by the College, the Contractor agrees to perform the following specific engagement:

In performing the above engagement it is understood and agreed that:

- 1) The Contractor is engaged as an **independent contractor** and will be responsible for any federal or state taxes applicable to this payment.
- 2) The Contractor will not be eligible for any federal Social Security, and may not be eligible for industrial accident or unemployment insurance benefits from this contract, except as a self-employed individual.
- 3) If this payment is to be charged against federal funds, the Contractor certifies that he or she is not currently employed by the federal government and the amount charged does not exceed the normal charge for the type of service performed.
- 4) The Contractor has read and understands the Whitman College Non-Discrimination/Non-Harassment policy, attached, and as a third party service provider, agrees to abide by its tenets.
- 5) The college will report the total amount of all payments applicable, including any expenses, in accordance with the **Federal Internal Revenue Service rules**.
- 6) The College will not assume any liability for damage or loss of property belonging to Contractor.
- 7) The College will not donate any portion of the Contractors compensation in lieu of payment.

The contract and any amendments to this contract will not be effective until approved by the Department Administrator.

CONTRACTOR COMPLETE:

Contractor Signature

(Print or Type)

Street Address (print or type)

City, State, Zip (print or type)

If you receive this contract and a W-9 through a secure service. Please complete and send both forms back through the service in order to keep your information protected.

For tax purposes, please complete the following:

I am a citizen or permanent resident of the U. S.

_____ **Yes** _____ **No**

If not, please attach a copy of your current visa.

COLLEGE USE:

Departmental Administrator (print name)

Departmental Administrator Signature

Departmental Administrator Date

Second Signature Name (printed if required)

Second Signature (if required)

Second Signature Date

To effect payment, a copy of this form, when approved, must be sent to the Business Office with a Vendor Payment Authorization form.

G/L Number _____

Performance Contract

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Whitman College

Policy on Non-Discrimination/Non-Harassment

Whitman College is committed to providing a learning and working environment characterized by mutual respect and fair treatment among all its constituents. An essential component of this environment is a strong ethic and practice of equality, acceptance, and nondiscriminatory interactions. Whitman College does not tolerate harassment or discrimination on the basis of race, color, sex (including pregnancy and parenting status), gender, gender identity or manifestation, sexual orientation, religion, age, marital status, national origin, disability, veteran's status, or any other basis prohibited by Title IX of the Educational Amendments of 1972 and applicable local, state, or federal laws.

Furthermore, Whitman College strives to provide a safe environment in which students and employees can pursue their education and/or employment free from the detrimental effects of sexual misconduct, which includes, but is not limited to, sexual harassment, domestic violence, intimate partner violence, stalking, sexual assault, and other forms of non-consensual sexual behavior. Any concerns or inquiries may be directed to the Director of Equity and Compliance/Title IX Coordinator; 301 Memorial, 345 Boyer Ave, Walla Walla, WA 99362; 509.522.4314; TitleIX@whitman.edu; or, to the Department of Education Office for Civil Rights, 915 Second Ave Room 3310, Seattle, WA 98174; (206) 607-1600.

When the College receives a grievance or notice alleging prohibited conduct by a member of the Whitman College community, or conduct by or directed toward third parties, who are not themselves employees or students of Whitman College, occurring either on or away from campus, it will take decisive action, including a thorough investigation. The College will respond with whatever measures it deems appropriate to address the incident, prevent its recurrence, and preserve the safety and well-being of its students, employees, and third parties associated with the College.

The College will act to resolve such complaints in a prompt, fair, and effective manner. In cases where a third party is found to be responsible for the prohibited conduct, disciplinary action may include the termination of the business relationship and further service by that third party. The College will fully cooperate with law enforcement in connection with related investigations and legal proceedings.

Further information regarding this policy may be obtained through the Director of Human Resources (107 Memorial, 345 Boyer Ave, Walla Walla, WA 99362; (509) 527-5173; HRDirector@whitman.edu).

Please keep this page for your records and future reference.

By signing below I am indicating I have read and understand the above policy and will adhere to it while working with Whitman College. It is suggested you keep a copy of this contract for your records.

Contractor's Signature

Contractor's Signature Date