

# Personal Service Contract

PSC # (dept tracking) \_\_\_\_\_

## Whitman College -- Page 1

*(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 a business or individual with the necessary expertise, 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 during the period \_\_\_\_\_ through \_\_\_\_\_ inclusive, the following personal and/or professional services for the following purpose:

**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:**

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.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
UBI (Business License Number)

\_\_\_\_\_  
(Print or Type)

\_\_\_\_\_  
L & I Account Number

\_\_\_\_\_  
Mailing Address (print or type)

\_\_\_\_\_  
Contractor Number

\_\_\_\_\_  
City, State, Zip (print or type)

Is Contractor a Sole Proprietor?     **Yes**     **No**

**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 \_\_\_\_\_

# Personal Service Contract

PSC # (dept tracking) \_\_\_\_\_

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A Contractor who satisfies all six of the following requirements will generally be considered an independent Contractor and may be excluded from; workers' compensation (L&I coverage), unemployment compensation coverage as well as regular employee federal income tax withholding and Social Security benefits.

***If any "no" responses, the Business Office must review and make a determination.***

**Put an X in the YES or NO field by each line:**

- | Yes   | No    |  |
|-------|-------|--|
| _____ | _____ | 1) Contractor is free from control and direction over the performance of the services AND  |
| _____ | _____ | 2) The service provided is outside the usual course of business OR it is performed outside all of the places of business of the hiring enterprise OR the hired individual is responsible, both under the contract and in act, for the costs of the principal place of business from which the service is performed |
| _____ | _____ | 3) The individual is engaged in an independently established trade of the same nature as the contract, OR the individual has a principle place of business eligible for IRS business deduction, AND  |
| _____ | _____ | 4) The individual is responsible for filing a schedule of expense and income with the IRS for the business, AND  |
| _____ | _____ | 5) On the effective date of contract or within a reasonable period, has established required accounts with state agencies, AND   |
| _____ | _____ | 6) The individual maintains a separate set of books and records that reflect items of income and expense for the business  |

Contractor or Business Name \_\_\_\_\_

Will this service be performed on the Whitman College campus?       Yes       No

If no, Contractor does not need to provide L & I account number and does not complete the time sheet below.

If yes, does the Contractor provide L & I coverage for all persons working under this contract? If so, make sure you provide the Labor & Industries Account Number on page 1.

If no, the Contractor must complete the following time reporting section in order to receive coverage by Whitman College.

Days of the Month	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours Reported																

Days of the Month	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TL Hrs
Hours Reported																

\_\_\_\_\_  
Contractor Signature Name (print name)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Contractor Signature Date

G/L Number for Worker's Comp \_\_\_\_\_

**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](mailto: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](mailto: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