Note

This Policy is no longer active

It is made available here for archival purposes only
Aloha, All,

After re-organization of the community college system, there has been some confusion about which policies are official. The Community College Chancellors Memorandum (CCCMs) do not always apply anymore, since they filled in the gap between colleges and the former chancellor's office. Many decisions have been delegated to the college level, and often UH system policies are in place to cover current decision-making. Some CCCM's are still being followed by mutual agreement until they can be replaced. The system publishes a chart to try to show which those are at [http://www.hawaii.edu/offices/cc/docs/policies/UHCC_Policy_Conversion_Analysis.pdf](http://www.hawaii.edu/offices/cc/docs/policies/UHCC_Policy_Conversion_Analysis.pdf).

A subcommittee of the Windward Faculty Senate took on the task of clarifying college questions about current policy. At their recommendation, I am making it official that the Windward Community College Policy Manual is found at [http://windward.hawaii.edu/Policies/Campus/](http://windward.hawaii.edu/Policies/Campus/). This can also be found by going to our website, then clicking Governance, and then clicking the button labeled "Policies". The 1995 paper "WCC Policies" documents are no longer in use.

The faculty senate subcommittee on procedures and policies has also suggested procedures for development of new policies. I have accepted their recommendations, and their procedures will be used to create a "policy on policies" that will be issued soon. I would like to thank Ellen Nagaue, Leslie Lyum, Toshi Ikagawa, and Letty Colmenares for their work on this project. Thanks also to Jan Lubin for her assistance to them, and to the faculty senate for following through.

Angela Meixell
Chancellor
WINDWARD COMMUNITY COLLEGE
Administrative, Personnel

POLICY AND PROCEDURE FOR APPROVING FEE FOR SERVICE

1. Purpose:
   To establish campus procedures for requesting and approving fee for service.

2. Definition:
   Fee for Service is payment for professional services.

3. Criteria for Eligibility:
   Anyone who is requested by a proper representative of the College to provide specialized, technical, or general interest information or service to the College on an ad-hoc basis is eligible, with the following exceptions:
   a. Windward Community College faculty and staff.
   b. Public Service employees who, because of the positions they occupy, are called upon to provide the desired service.
   c. University of Hawai'i faculty who are ineligible because of the overload policy.

4. Rate of Payment:
   There is no fixed rate or total amount. The rate is to be negotiated, but should be comparable to standard rates (e.g., lifeguards should be paid the standard City and County hourly rates for lifeguards). If there are no standard rates the proposed rate of pay must be justified.

5. Procedures:
   a. Complete the WCC Speaker Request Form and the Performer Agreement Form two weeks prior to the date of presentation for approval by the Dean/Director. Use object code 2900 on the agreement form.
   b. After the service has been satisfactorily completed, sign the bottom half of the Speaker Request Form to certify that the service has been completed.
   c. Submit the completed Speaker Request Form (via the Assistant Dean) to the Business Office for processing of payment.
   d. Should a faculty or staff member fail to secure the proper approval (as per 5.a above), he/she shall be responsible for any financial commitment made to the invited speaker.

6. Effective Date: This policy guideline is effective as of August 1, 1995.

   Peter T. Dyer
   Provost

Attachment A (WCC Speaker Request Form)
Attachment B (WCC Service/Performer Agreement Form)
WINDWARD COMMUNITY COLLEGE SERVICE/PERFORMER AGREEMENT

[FULL NAME OF:] Firm, Association, Performing Group, etc.  I.D. or Social Security Number

[ADDRESS] hereafter known as contractor, agrees to furnish the following service(s) for Windward Community College at the times and on the dates, and at the places hereinafter specified:

Service(s) (State Scope in Detail)

<table>
<thead>
<tr>
<th>Date(s)</th>
<th>Time(s)</th>
<th>Place(s)</th>
</tr>
</thead>
</table>

The remuneration for the service(s) agreed to herein shall be (delete one) (1) at the rate of $ per hour/day, the total not to exceed $; or (2) in the total amount of $.

Substitutions of any dates and/or place(s) of service(s) herein provided, may be made if mutually acceptable and agreed to between the College and the Contractor; such change(s), if any shall not affect the validity of this agreement.

Cancellations by the Contractor of the service(s) to be provided herein, or any one or more of a series, shall render this Contract void, a new Contract may be prepared by Windward Community College to cover the services to be given, if any.

The College reserves the right to cancel this agreement at any time (delete one) (1) prior to the commencement of services; (2) prior to months before the services herein provided are to commence; and at any time after commencement of services if the Contractor neglects to perform as specified, or if funds become unavailable.

Remuneration shall be made upon the satisfactory completion of the service(s) provided herein and upon submission of an invoice in triplicate and certification by the requestor that the service(s) has been completed. The total remuneration shall be considered full compensation for basic services rendered, including overhead, profit and taxes.

The Contractor understands that if he/she is engaging in business of performing services within the State of Hawaii, the remuneration includes an amount to cover 4% State General Excise Tax and license fee (Chapter 237, H.R.S. 1969, as amended), and he/she agrees to pay the required assessments to the State Department of Taxation, 425 Queen Street, Honolulu.

The Contractor declares that (1) I am not a Legislator, elected or appointed officer, or that this firm is not owned or controlled by any Legislator, elected or appointed officer, compensated or uncompensated, member of a State board of commission, or other employee of the State of Hawaii; and (2) I have not participated in a State capacity, or that this firm has not been assisted or represented in this matter by an individual who has been involved in a State capacity, in the subject matter of this contract in the past two years.

shall indemnify, defend and hold harmless Windward Community College, its officers, agents, employees or any person acting on its behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claim for property damage, personal injury or wrongful death, by whomsoever brought, arising from any accident or incident arising out of or connected with the performance of the Agreement and will reimburse Windward Community College for all costs and expenses in connection with the defense of such claims; (2) from and against all claims, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

CONTRACTOR

BY

Signature

Date

REQUISITIONER:

Date

DEAN/DIRECTOR:

Date

PROVOST:

Date