

MINUTES OF BUDGET AND CONTROL BOARD MEETING

JULY 14 1976

The Budget and Control Board met at 2:30 p.m. on July 14, 1976,  
at the Governor's Conference Room with the following members in attendance:

Governor James B. Edwards  
Mr. Grady L. Patterson, Jr.  
Mr. Earle E. Morris, Jr.  
Senator Rembert C. Dennis  
Mr. F. Julian LeaMond

Also attending were Messrs. P. C. Smith, W. T. Putnam and W. A. McInnis.

MINUTES OF PREVIOUS MEETING - Mr. Putnam, State Auditor, called attention to a correction of the Item relating to the Patriots Point Development Authority on page 5 of the Minutes of the meeting of June 29, 1976 previously furnished to Board members. Upon a motion by Senator Dennis, seconded by Mr. Patterson, these Minutes were approved as corrected.

UNIVERSITY OF SOUTH CAROLINA - SELECTION OF ARCHITECT - The Item relating to a renewed discussion on the selection of an architect for the Student Union Building project at Coastal Carolina was withdrawn.

TECHNICAL AND COMPREHENSIVE EDUCATION - SELECTION OF ARCHITECT - The Budget and Control Board received a request from the State Board for Technical and Comprehensive Education for permission to hire the firm of Freeman, Wells, and Majors Architects for the Student Service Center project at Greenville Technical College.

After being advised that the legal requirements for the selection of architects or engineers had been met, Board members unanimously approved this request upon a motion by Mr. Patterson, seconded by Mr. Morris.

Data pertaining to this matter has been retained in these files and is identified as Exhibit I.

SOUTH CAROLINA TAX COMMISSION AND CLEMSON UNIVERSITY - IMPLEMENTATION

OF FARM AND TIMBERLAND ASSESSMENTS - Dr. Robert C. Edwards, President of Clemson University, and Mr. Robert Wasson, Chairman of the Tax Commission, appeared before the Budget and Control Board to discuss a temporary plan for financing a proposed contract under which Clemson University will provide professional help to the Tax Commission in the implementation of Act 208, Acts of 1975. Dr. Edwards reviewed the actions taken by the General Assembly on a Supplemental Appropriation Bill, number S957, which includes \$95,185 to cover the costs incurred by Clemson University in providing assistance to the Tax Commission. Dr. Edwards stressed the importance of proceeding with the development of assessment guidelines relating to farm and timberland. Dr. Edwards indicated that he anticipates a full year of effort involving the best manpower available at Clemson University will be required to establish the unit values of farm and timberland for tax purposes.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board approved the execution of the contract between Clemson University and the Tax Commission and requested that the General Assembly appropriate the \$95,185 to the Tax Commission during its next Session.

Data pertaining to this matter has been retained in these files and is identified as Exhibit II.

WILDLIFE AND MARINE RESOURCES DEPARTMENT - PERMANENT IMPROVEMENT PROJECT

FUNDING - The Wildlife and Marine Resources Department requested the Board's approval of the use of \$16,950 of Departmental Revenue to finance the costs of a maintenance shed.

Upon a motion by Senator Dennis, seconded by Mr. Patterson, the Budget and Control Board approved the project and the use of Departmental Revenue as the source of funding for it.

DEPARTMENT OF EDUCATION - PAYMENT TO MRS. SEPTIMA CLARK - Item 30 of Section 115 of the 1976-77 General Appropriations Act provides for an appropriation of \$3,600 to the Department of Education. The general understanding of all concerned parties, including the members of the Free Conference Committee, is that this appropriation is intended to be paid to Mrs. Septima Clark of Charleston.

Upon a motion by Mr. Morris, seconded by Mr. LeaMond, the Budget and Control Board authorized the Department of Education to make a single, immediate payment of \$3,600 to Mrs. Septima Clark.

FOREIGN TRAVEL - Upon a motion by Mr. LeaMond, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the following travel requests:

- A. State Development Board - Mr. Caleb C. Whitaker to travel to Europe for the purpose of making arrangements for a Reverse Investment Mission.
- D. University of South Carolina - President William H. Patterson to travel to Taiwan as a guest of the Republic of China.

Upon a motion by Mr. Morris, seconded by Senator Dennis, the Budget and Control Board unanimously approved the following foreign travel requests, none of which involved the use of State funds:

- B. Medical University of South Carolina - Dr. Robert C. Allen to travel to Hamburg, Germany.
- C. Medical University of South Carolina - Dr. Hildegard R. Maricq to travel to Antwerp, Belgium.
- E. University of South Carolina - Professor Ted A. Rathbun to travel to Mexico City, Mexico.
- F. University of South Carolina - Professor W. R. Gilkerson to travel to Louvain, Belgium.
- G. University of South Carolina - Professor Richard Zingmark to travel to Oslo, Norway.
- H. University of South Carolina - Professor Herbert S. Matsen to travel to Padua, Italy.
- I. University of South Carolina - Dr. Donald Colquhoun to travel to Nice, France.



J. University of South Carolina - Dr. Larry Winecoff to travel to Bolivia and Colombia, South America.

K. University of South Carolina - Dr. James Durig to travel to Freiburg, Germany.

Data pertaining to these requests have been retained in these files and are collectively identified as Exhibit III.

FINANCE DIVISION - POLICY ON PARKING CHARGES - Mr. Putnam, State Auditor, discussed briefly the situation in which a number of agencies are charging rent for parking spaces located in the parking garage. The rentals being charged, in most cases, are for spaces occupied by State-owned automobiles which are assigned to individuals. Mr. Putnam indicated that the Auditor's Office will study this matter further before making a firm recommendation to the Board.

Mr. Furman McEachern, Director of the Division of General Services, reviewed a prior decision by the Budget and Control Board which requires that all State-owned spaces, other than those assigned to Constitutional officers, are to be paid for by the individuals occupying such spaces or made available on a first-come first-served basis.

The Budget and Control Board unanimously approved a motion by Mr. Patterson reaffirming its prior action on this subject.

DIVISION OF GENERAL SERVICES - Mr. Furman McEachern, Director of the General Services Division, appeared before the Budget and Control Board to discuss the following matters:

A. DEMOLITION OF BUILDING - Mr. McEachern indicated that the request to demolish the former Bear Distributing Company Building located at 901 Main Street on property recently acquired by the State was improperly before the Board. Under established procedures, the State Engineer has approved the demolition of this building.

B. PROPERTY PURCHASE - Mr. McEachern's request that he be authorized to proceed with the purchase of the Mitchell property located at 925 and 933 Main Street as an investment of Sinking Funds was unanimously approved by the Board upon a motion by Mr. Patterson. The Board also



authorized Mr. McEachern to negotiate for an option on the adjoining property on which the C & S Bank is now located.

- C. SELECTION OF ARCHITECT - Mr. McEachern requested that the Board approve the selection of Bruce Flemming and Associates of Columbia to perform the architectural and engineering services required in connection with the Main Street Energy Tunnel project. This project is intended to make possible the connection of the energy facilities of the University of South Carolina and General Services. The funds for the project were approved previously by the Board.

After being advised that the required procedures for the selection of architects or engineers had been followed, the Budget and Control Board, upon a motion by Senator Dennis, seconded by Mr. Patterson, approved the selection of Bruce Flemming and Associates for the Energy Tunnel project.

Data pertaining to this request has been retained in these files and is identified as Exhibit IV.

PERSONNEL DIVISION - Dr. Jack Mullins appeared before the Budget and Control Board to present the following items:

- A. EDUCATIONAL LEAVE AND STIPEND POLICY - Dr. Mullins briefly summarized the work of the task force appointed by the Board on May 25, 1976 to study the issues of educational leave and stipends. The Board asked Dr. Mullins to provide information on the work of the task force to Board members and to the press and agreed to carry over any formal consideration of this subject to a subsequent meeting.
- B. DUAL EMPLOYMENT POLICIES AND PROCEDURES - Dr. Mullins reported that a subcommittee of the Budget and Control has reviewed thoroughly the draft dual employment policies and procedures and had also reviewed comments received from agencies on the draft material. The Board asked Dr. Mullins to distribute copies of the final draft of these policies and procedures to the agencies in order that they might have an opportunity to comment on the final version. The Board decided to carry over to a subsequent meeting the formal consideration of these policies and procedures.
- C. OVERTIME COMPENSATION - Dr. Mullins noted that the recent Supreme Court decision on the Fair Labor Standards Act requires a review of the State's position on overtime and compensatory time in lieu of overtime. Because of the complexity of the issue, Dr. Mullins asked that a

subcommittee be appointed to study this matter and develop a recommendation for the Board.

Governor Edwards named Mr. Patterson, Mr. Morris and Mr. Putnam to this subcommittee.

D. NEGOTIATIONS WITH LIBERTY LIFE INSURANCE COMPANY -

Dr. Mullins reported that a technical agreement concerning the methodology for computing any retrospective rate increase by Liberty Life had been approved by the Personnel Division's consulting actuaries, the Tillinghast Company, and he recommended that the Board approve this methodology.

Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the agreement concerning the methodology for computing retrospective rate increases by Liberty Life, as approved by the Tillinghast Company.

Data pertaining to these matters have been retained in these files and are collectively identified as Exhibit V.

FUTURE BUDGET AND CONTROL BOARD MEETING - Board members unanimously agreed that the next meeting should be held at 2:30 p.m. on August 11, 1976.

STATE BOARD FOR TECHNICAL AND COMPREHENSIVE EDUCATION - CONSOLIDATION OF APPROPRIATED ACCOUNTS - The Budget and Control Board agreed without objection to add to the agenda a request by the State Board for Technical and Comprehensive Education that it be permitted to consolidate appropriated accounts. Mr. Wyman Shealy, Director of Financial Services, appeared before the Budget and Control Board to request the Board's approval of the consolidation of appropriated accounts. In the past, certain State agencies have been permitted to consolidate appropriated accounts in order to provide a more orderly accounting structure and to facilitate their bookkeeping and office procedures. Because of increased reporting demands on a day-to-day basis and those which will be required under the Fiscal Accountability Act, the Office of the Comptroller General has declined to permit the State Board for Technical and Comprehensive Education to consolidate appropriated accounts without specific Budget and Control Board approval.

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Upon a motion by Mr. Morris, seconded by Mr. Patterson, the Budget and Control Board unanimously approved the agreement concerning the methodology for computing retrospective rate increases by Liberty Life, as approved by the Tillinghast Company.

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After an extended discussion, upon a motion by Senator Dennis, seconded by Mr. LeaMond, the Budget and Control Board unanimously approved the consolidation of appropriated accounts by the State Board of Technical and Comprehensive Education for one year, provided that the agency submit a budget to the Budget and Control Board which would tie back to the appropriated accounts and that the consolidation not go beyond the three categories indicated by the Comptroller General's Office.

Data pertaining to this matter has been retained in these files and is identified as Exhibit VI.

SCHEDULE FOR PREPARATION OF 1977-78 BUDGET - At the request of Mr. Putnam, the Budget and Control Board unanimously agreed to review the proposed schedule for preparing the budget for fiscal year 1977-78. Mr. Putnam outlined the proposed schedule which is to begin on July 21, 1976 with a meeting involving agency heads and their chief financial staff. Governor Edwards indicated his intention to participate in this meeting and invited other Board members to join him at that meeting.

Board members discussed at some length the possibility of establishing a dollar ceiling, based on the prior year's approximate total revenue, for use in the budget preparation process in lieu of revenue projections.

The Budget and Control Board unanimously approved a motion by Senator Dennis, seconded by Mr. Patterson, that the Budget and Control Board work toward developing the concept of basing its budget recommendations on the same or approximate amount of revenue collected during the previous year.

EXECUTIVE SESSION - Governor Edwards announced that three items relating to salaries, two relating to requests for extended employment, one relating to the High School League request for State insurance coverage and one item relating to a joint appointment request had been proposed for consideration in Executive Session. Without objection, the Budget and Control Board members agreed to declare the Board meeting in Executive Session.



## STATE BOARD FOR TECHNICAL AND COMPREHENSIVE EDUCATION

Robinson Building, Lexington Avenue, West Columbia, South Carolina 29169

June 30, 1976

CHARLES E. PALMER  
EXECUTIVE DIRECTOR

## THE STATE BOARD

## OFFICERS

Y.W. SCARBOROUGH, JR.  
CHAIRMANTRACY J. GAINES  
VICE CHAIRMANCHARLES E. PALMER  
SECRETARY

## MEMBERS

Y.W. SCARBOROUGH, JR.  
Charleston, S.C.  
First Congressional DistrictWILLIAM A. HORGER  
Orangeburg, S.C.  
Second Congressional DistrictP. HENDERSON BARNETTE  
Greenwood, S.C.  
Third Congressional DistrictTRACY J. GAINES  
Inman, S.C.  
Fourth Congressional DistrictFRANCIS L. BELL  
Fort Mill, S.C.  
Fifth Congressional DistrictJOHN G. WELLMAN  
Johnsonville, S.C.  
Sixth Congressional DistrictJOHN L. BAUER  
Greenville, S.C.  
At-LargeHERBERT A. DeCOSTA  
Charleston, S.C.  
At-LargeCYRIL B. BUSBEE  
Columbia, S.C.  
Superintendent of Education  
Ex-OfficioW. MILTON FOLDS  
Columbia, S.C.  
State Development Board  
Ex-OfficioMr. P. C. Smith, Secretary  
State Budget and Control Board  
Post Office Box 11333  
Columbia, South Carolina 29211

Dear Mr. Smith:

Please find enclosed a request for an appointment of an architectural firm to design and supervise the construction of the Student Service Center at Greenville Technical College. You will recall that State funds were provided for this purpose through Act 1377 of 1968 as amended by the 1975 General Assembly. The State Board for Technical and Comprehensive Education concurs in the recommendations of the Greenville Area Commission.

Your early consideration of this matter would be greatly appreciated.

Sincerely,

Wyman D. Shealy  
Director of Financial Services

WDS:bhc

Enclosures

cc: G. William Dudley, Jr.  
Thomas E. Barton, Jr.

# Greenville Technical College

GREENVILLE, SOUTH CAROLINA • 29606

THOMAS E. BARTON, JR.  
PRESIDENT

June 24, 1976

Mr. Wyman Shealy  
State Board for Technical and Comprehensive Education  
Lexington Avenue, Robinson Building  
West Columbia, South Carolina 29169

Dear Wyman:

Re Selection of Architectural Firm for Student Service Center

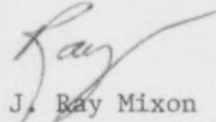
The following are the architectural firms which have been selected in  
priority order by the Board of Directors of Greenville Technical College:

1. Freeman, Wells, and Majors Architects
2. Piedmont Engineers, Architects, and Planners
3. Neal Architects, Inc.

Satisfactory negotiations have been made with Freeman, Wells, and Majors  
Architects. A tentative contract with this firm is attached.

Thank you for your assistance.

Sincerely,



J. Ray Nixon  
Director of Development

M/b

Attachment

11

## AREA COMMISSION

W. LOUIS WILLIAMS  
CHAIRMAN  
Southern Bank & Trust Co.

ROBERT C. CRAWFORD  
VICE CHAIRMAN  
Wunda Weave Carpet Company

MRS. RUTH A. NICHOLSON  
SECRETARY  
Greenville Hospital System

RALPH W. BLAKELY  
Blakely's Dairy

J. H. BONDS  
Bonds Furniture Co.

J. MAUDE BURNETT  
Ratterree-James

J. FLOYD HALL  
Greenville County Schools

R. A. MATTSON, JR.  
Southeastern Kusan

HARRISON REARDEN  
Pilgrim Insurance Company



# Greenville Technical College

GREENVILLE, SOUTH CAROLINA • 29606

THOMAS E. BARTON, JR.  
PRESIDENT

DATE: June 24, 1976  
TO: Budget and Control Board  
FROM: J. Ray Mixon, Director of Development *(RM)*  
SUBJECT: Construction Projects Undertaken in Preceeding Two Years

Two facilities have been under construction on the Greenville Technical College campus during the previous two years. These facilities are:

Industrial Careers Complex - \$1.8 million designed by Piedmont Engineers, Architects, and Planners.

Food Service Training/Classroom Building - \$900,000 designed by Craig and Gaulden Architects.

Since no state funds were used in construction of these facilities, a newspaper announcement was not released.

Attached is a copy of the published newspaper announcement relating to the Student Services Building.

M/b

Attachment

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## AREA COMMISSION

W. LOUIS WILLIAMS CHAIRMAN Southern Bank & Trust Co.	ROBERT C. CRAWFORD VICE CHAIRMAN Wunda Weve Carpet Company	MRS. RUTH A. NICHOLSON SECRETARY Greenville Hospital System
RALPH W. BLAKELY Blakely's Dairy	J. MAUDE BURNETT Ratterree-James	J. FLOYD HALL Greenville County Schools
J. H. BONDS Bonds Furniture Co.	R. A. MATTSON, JR. Southeastern-Kusan	HARRISON REARDEN Pilgrim Insurance Company

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**165—Admin/Professional**

**6/3/76 ARCHITECTS  
QUALIFICATIONS REQUEST**

Greenville Technical College requests submission of resumes of qualified architects interested in the following project. Located on the campus of Greenville Technical College, a Student Services Building approximately 35,000 gross square feet containing student related offices, canteen, campus bookstore, & other student supported services.

Resumes should be forwarded no later than June 18, 1976 to Mr. J.R. Mixon, Greenville Technical College, P.O. Box 5616, Station B, Greenville, S.C.

Resumes currently on file will be considered. Resumes should stress prior design of comparable college level facilities & aesthetic expressions.

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THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document B141

## Standard Form of Agreement Between Owner and Architect

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

### AGREEMENT

made this twenty third day of June in the year of Nineteen  
Hundred and Seventy Six

BETWEEN the Owner: GREENVILLE TECHNICAL COLLEGE of Greenville,  
South Carolina

and the Architect: The firm of FREEMAN, WELLS AND MAJOR of Greenville,  
South Carolina

For the following Project: Student Services Building  
(Include detailed description of Project location and scope)

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The Owner and the Architect agree as set forth below.



## PERCENTAGE OF CONSTRUCTION COST

- I. THE ARCHITECT shall provide professional services for the Project in accordance with the Terms and Conditions of this Agreement.
- II. THE OWNER shall compensate the Architect, in accordance with the Terms and Conditions of this Agreement.

- A. FOR BASIC SERVICES, as described in Paragraph 1.1, Basic Compensation shall be computed on the basis of one of the following PERCENTAGES OF CONSTRUCTION COST, as defined in Article 3, for portions of the Project to be awarded under

A Single Stipulated Sum Construction Contract  
 Six and no/100 per cent -----percent (6.0%)\*

~~XX~~

~~XXXXXXXXXXXX~~

~~XX~~

~~PERCENTXXXXXXXX~~

~~XX~~

~~XXXXXXXXXXXX~~

- B. FOR ADDITIONAL SERVICES, as described in Paragraph 1.3, compensation computed as follows:

1. Principals' time at the fixed rate of thirty and no/100 ---dollars (\$30.00 per hour. For the purpose of this Agreement, the Principals are:

W. E. Freeman, Jr., FAIA  
 James D. Wells, Jr., AIA  
 Charles S. Major, Jr., AIA  
 Allen L. Freeman, AIA

2. Employees' time (other than Principals) at a multiple of two and one-half ( 2.5 ) times the employees' Direct Personnel Expense as defined in Article 4.
3. Services of Professional consultants at a multiple of one and one-quarter ( 1.25 ) times the amount billed to the Architect for such services.

- C. AN INITIAL PAYMENT of (Not Applicable)

dollars (\$ )

shall be made upon the execution of this Agreement and credited to the Owner's account.

- D. FOR REIMBURSABLE EXPENSES, amounts expended as defined in Article 5.

- III. THE OWNER AND ARCHITECT agree in accordance with the Terms and Conditions of this Agreement that:

- A. IF SCOPE of the Project is changed materially, compensation shall be subject to renegotiation.

- B. IF THE SERVICES covered by this Agreement have not been completed within ( ) months of the date hereof, the amounts of compensation, rates and multiples set forth in Paragraph II shall be subject to renegotiation.

\*This compensation is based upon the assumption that the construction cost of the project will be very near \$1,000,000.00. If otherwise, compensation shall be subject to renegotiation.

## TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

### ARTICLE 1

#### ARCHITECT'S SERVICES

##### 1.1 BASIC SERVICES

The Architect's Basic Services consist of the five phases described below and include normal structural, mechanical and electrical engineering services and any other services included in Article 14 as Basic Services.

##### SCHEMATIC DESIGN PHASE

**1.1.1** The Architect shall review the program furnished by the Owner to ascertain the requirements of the Project and shall confirm such requirements to the Owner.

**1.1.2** Based on the mutually agreed upon program, the Architect shall prepare Schematic Design Studies consisting of drawings and other documents illustrating the scale and relationship of Project components for approval by the Owner.

**1.1.3** The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

##### DESIGN DEVELOPMENT PHASE

**1.1.4** The Architect shall prepare from the approved Schematic Design Studies, for approval by the Owner, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials and such other essentials as may be appropriate.

**1.1.5** The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

##### CONSTRUCTION DOCUMENTS PHASE

**1.1.6** The Architect shall prepare from the approved Design Development Documents, for approval by the Owner, Drawings and Specifications setting forth in detail the requirements for the construction of the entire Project including the necessary bidding information, and shall assist in the preparation of bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

**1.1.7** The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

**1.1.8** The Architect shall assist the Owner in filing the required documents for the approval of governmental authorities having jurisdiction over the Project.

##### BIDDING OR NEGOTIATION PHASE

**1.1.9** The Architect, following the Owner's approval of the Construction Documents and of the latest Statement

of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and in awarding and preparing construction contracts.

##### CONSTRUCTION PHASE — ADMINISTRATION OF THE CONSTRUCTION CONTRACT

**1.1.10** The Construction Phase will commence with the award of the Construction Contract and will terminate when the final Certificate for Payment is issued to the Owner.

**1.1.11** The Architect shall provide Administration of the Construction Contract as set forth in AIA Document A201, General Conditions of the Contract for Construction, and the extent of his duties and responsibilities and the limitations of his authority as assigned thereunder shall not be modified without his written consent.

**1.1.12** The Architect, as the representative of the Owner during the Construction Phase, shall advise and consult with the Owner and all of the Owner's instructions to the Contractor shall be issued through the Architect. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions unless otherwise modified in writing.

**1.1.13** The Architect shall at all times have access to the Work wherever it is in preparation or progress.

**1.1.14** The Architect shall make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**1.1.15** Based on such observations at the site and on the Contractor's Applications for Payment, the Architect shall determine the amount owing to the Contractor and shall issue Certificates for Payment in such amounts. The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.1.14 and the data comprising the Application for Payment, that the Work has progressed to the point indicated; that to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by the Contract



Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Architect shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

**1.1.16** The Architect shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Architect shall make decisions on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto. The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents.

**1.1.17** The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in his reasonable opinion, he considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he will have authority to require special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed or completed.

**1.1.18** The Architect shall review and approve shop drawings, samples, and other submissions of the Contractor only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents.

**1.1.19** The Architect shall prepare Change Orders.

**1.1.20** The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and review written guarantees and related documents assembled by the Contractor, and shall issue a final Certificate for Payment.

**1.1.21** The Architect shall not be responsible for the acts or omissions of the Contractor, or any Subcontractors, or any of the Contractor's or Subcontractors' agents or employees, or any other persons performing any of the Work.

## **1.2 PROJECT REPRESENTATION BEYOND BASIC SERVICES**

**1.2.1** If more extensive representation at the site than is described under Subparagraphs 1.1.10 through 1.1.21 inclusive is required, and if the Owner and Architect agree, the Architect shall provide one or more Full-Time Project Representatives to assist the Architect.

**1.2.2** Such Full-Time Project Representatives shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement.

**1.2.3** The duties, responsibilities and limitations of authority of such Full-Time Project Representatives shall be set forth in an exhibit appended to this Agreement.

**1.2.4** Through the on-site observations by Full-Time Project Representatives of the Work in progress, the Architect shall endeavor to provide further protection for the Owner against defects in the Work, but the furnishing of such project representation shall not make the Architect responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs, or for the Contractor's failure to perform the Work in accordance with the Contract Documents.

## **1.3 ADDITIONAL SERVICES**

The following Services shall be provided when authorized in writing by the Owner, and they shall be paid for by the Owner as hereinbefore provided.

**1.3.1** Providing analyses of the Owner's needs, and programming the requirements of the Project.

**1.3.2** Providing financial feasibility or other special studies.

**1.3.3** Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites.

**1.3.4** Providing design services relative to future facilities, systems and equipment which are not intended to be constructed as part of the Project.

**1.3.5** Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

**1.3.6** Preparing documents for alternate bids or out-of-sequence services requested by the Owner.

**1.3.7** Providing Detailed Estimates of Construction Cost or detailed quantity surveys or inventories of material, equipment and labor.

**1.3.8** Providing interior design and other services required for or in connection with the selection of furniture and furnishings.

**1.3.9** Providing services for planning tenant or rental spaces.

**1.3.10** Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given and are due to causes beyond the control of the Architect.

**1.3.11** Preparing supporting data and other services in connection with Change Orders if the change in the Basic Compensation resulting from the adjusted Contract Sum is not commensurate with the services required of the Architect.

**1.3.12** Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by the Owner.

**1.3.13** Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing professional services of the type



set forth in Paragraph 1.1 as may be required in connection with the replacement of such Work.

**1.3.14** Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.

**1.3.15** Preparing a set of reproducible record prints of drawings showing significant changes in the Work made during the construction process, based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

**1.3.16** Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

**1.3.17** Providing services after issuance to the Owner of the final Certificate for Payment.

**1.3.18** Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

**1.3.19** Providing services of professional consultants for other than the normal structural, mechanical and electrical engineering services for the Project.

**1.3.20** Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 2**

### **THE OWNER'S RESPONSIBILITIES**

**2.1** The Owner shall provide full information, including a complete program, regarding his requirements for the Project.

**2.2** The Owner shall designate, when necessary, a representative authorized to act in his behalf with respect to the Project. The Owner shall examine documents submitted by the Architect and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Architect's services.

**2.3** The Owner shall furnish a certified land survey of the site giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths.

**2.4** The Owner shall furnish the services of a soils engineer or other consultant when such services are deemed necessary by the Architect, including reports, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests and other necessary operations for determining subsoil, air and water conditions, with appropriate professional recommendations.

**2.5** The Owner shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.

**2.6** The Owner shall furnish such legal, accounting, and insurance counseling services as may be necessary for the Project, and such auditing services as he may require to ascertain how or for what purposes the Contractor has used the moneys paid to him under the Construction Contract.

**2.7** The services, information, surveys and reports required by Paragraphs 2.3 through 2.6 inclusive shall be furnished at the Owner's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

**2.8** If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, he shall give prompt written notice thereof to the Architect.

**2.9** The Owner shall furnish information required of him as expeditiously as necessary for the orderly progress of the Work.

## **ARTICLE 3**

### **CONSTRUCTION COST**

**3.1** If the Construction Cost is to be used as the basis for determining the Architect's Compensation for Basic Services, it shall be the total cost or estimated cost to the Owner of all Work designed or specified by the Architect. The Construction Cost shall be determined as follows, with precedence in the order listed:

**3.1.1** For completed construction, the cost of all such Work, including costs of managing construction;

**3.1.2** For Work not constructed, (1) the lowest bona fide bid received from a qualified bidder for any or all of such Work, or (2) if the Work is not bid, the bona fide negotiated proposal submitted for any or all of such Work; or

**3.1.3** For Work for which no such bid or proposal is received, (1) the latest Detailed Estimate of Construction Cost if one is available, or (2) the latest Statement of Probable Construction Cost.

**3.2** Construction Cost does not include the compensation of the Architect and his consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Paragraphs 2.3 through 2.6 inclusive.

**3.3** The cost of labor, materials and equipment furnished by the Owner for the Project shall be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit.

**3.4** Statements of Probable Construction Cost and Detailed Cost Estimates prepared by the Architect represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has any control over the cost of labor, materials or equipment, over the contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the

Architect cannot and does not guarantee that bids will not vary from any Statement of Probable Construction Cost or other cost estimate prepared by him.

3.5 When a fixed limit of Construction Cost is established as a condition of this Agreement, it shall be in writing signed by the parties and shall include a bidding contingency of ten percent unless another amount is agreed upon in writing. When such a fixed limit is established, the Architect shall be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, and to make reasonable adjustments in the scope of the Project to bring it within the fixed limit. The architect may also include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit.

3.5.1 If the Bidding or Negotiating Phase has not commenced within six months after the Architect submits the Construction Documents to the Owner, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred in the construction industry for the area in which the Project is located. The adjustment shall reflect changes between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.5.2 When a fixed limit of Construction Cost, including the Bidding contingency (adjusted as provided in Subparagraph 3.5.1, if applicable), is established as a condition of this Agreement and is exceeded by the lowest bona fide bid or negotiated proposal, the Detailed Estimate of Construction Cost or the Statement of Probable Construction cost, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding the Project within a reasonable time, or (3) cooperate in revising the Project scope and quality as required to reduce the Probable Construction Cost. In the case of (3) the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to bring the Construction Cost within the fixed limit. The providing of such service shall be the limit of the Architect's responsibility in this regard, and having done so, the Architect shall be entitled to compensation in accordance with this Agreement.

#### **ARTICLE 4**

##### **DIRECT PERSONNEL EXPENSE**

Direct Personnel Expense is defined as the salaries of professional, technical and clerical employees engaged on the Project by the Architect, and the cost of their mandatory and customary benefits such as statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar benefits.

#### **ARTICLE 5**

##### **REIMBURSABLE EXPENSES**

5.1 Reimbursable Expenses are in addition to the Compensation for Basic and Additional Services and include actual expenditures made by the Architect, his employ-

ees, or his professional consultants in the interest of the Project for the expenses listed in the following Subparagraphs:

5.1.1 Expense of transportation and living when traveling in connection with the Project; long distance calls and telegrams; and fees paid for securing approval of authorities having jurisdiction over the Project.

5.1.2 Expense of reproductions, postage and handling of Drawings and Specifications excluding duplicate sets at the completion of each Phase for the Owner's review and approval.

5.1.3 If authorized in advance by the Owner, expense of overtime work requiring higher than regular rates and expense of renderings or models for the Owner's use.

5.1.4 Expense of computer time for professional services when included in Paragraph II.

5.1.5 Expense of computer time when used in connection with Additional Services.

#### **ARTICLE 6**

##### **PAYMENTS TO THE ARCHITECT**

6.1 Payments on account of the Architect's Basic Services shall be made as follows:

6.1.1 An initial payment as set forth in Paragraph II is the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be made monthly in proportion to services performed so that the compensation at the completion of each Phase, except when the compensation is on the basis of a Multiple of Direct Personnel Expense, shall equal the following percentages of the total Basic Compensation:

Schematic Design Phase .....	15%
Design Development Phase .....	35%
Construction Documents Phase ...	75%
Bidding or Negotiation Phase ....	80%
Construction Phase .....	100%

6.1.3 If the Contract Time initially established in the Construction Contract is exceeded by more than thirty days through no fault of the Architect, compensation for Basic Services performed by Principals, employees and professional consultants required to complete the Administration of the Construction Contract beyond the thirtieth day shall be computed as set forth in Paragraph II for Additional Services.

6.2 Payments for Additional Services of the Architect as defined in Paragraph 1.3, and for Reimbursable Expenses as defined in Article 5, shall be made monthly upon presentation of the Architect's statement of services rendered.

6.3 No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6.4 If the Project is suspended for more than three months or abandoned in whole or in part, the Architect



shall be paid his compensation for services performed prior to receipt of written notice from the Owner of such suspension or abandonment, together with Reimbursable Expenses then due and all termination expenses as defined in Paragraph 8.3 resulting from such suspension or abandonment. If the Project is resumed after being suspended for more than three months, the Architect's compensation shall be subject to renegotiation.

6.5 Payments due the Architect under this Agreement shall bear interest at the legal rate commencing sixty days after the date of billing.

#### **ARTICLE 7**

##### **ARCHITECT'S ACCOUNTING RECORDS**

Records of Reimbursable Expenses and expenses pertaining to Additional Services on the Project and for services performed on the basis of a Multiple of Direct Personnel Expense shall be kept on a generally recognized accounting basis and shall be available to the Owner or his authorized representative at mutually convenient times.

#### **ARTICLE 8**

##### **TERMINATION OF AGREEMENT**

8.1 This Agreement may be terminated by either party upon seven days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 In the event of termination due to the fault of parties other than the Architect, the Architect shall be paid his compensation for services performed to termination date, including Reimbursable Expenses then due and all termination expenses.

8.3 Termination Expenses are defined as Reimbursable Expenses directly attributable to termination, plus an amount computed as a percentage of the total compensation earned to the time of termination, as follows:

- 20 percent if termination occurs during the Schematic Design Phase; or
- 10 percent if termination occurs during the Design Development Phase; or
- 5 percent if termination occurs during any subsequent phase.

#### **ARTICLE 9**

##### **OWNERSHIP OF DOCUMENTS**

Drawings and Specifications as instruments of service are and shall remain the property of the Architect whether the Project for which they are made is executed or not. They are not to be used by the Owner on other projects or extensions to this Project except by agreement in writing and with appropriate compensation to the Architect.

#### **ARTICLE 10**

##### **SUCCESSORS AND ASSIGNS**

The Owner and the Architect each binds himself, his partners, successors, assigns and legal representatives to

the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer his interest in this Agreement without the written consent of the other.

#### **ARTICLE 11**

##### **ARBITRATION**

11.1 All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. No arbitration, arising out of, or relating to this Agreement, shall include, by consolidation, joinder or in any other manner, any additional party not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by all the parties hereto. Any consent to arbitration involving an additional party or parties shall not constitute consent to arbitration of any dispute not described therein or with any party not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional party or parties duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

11.2 Notice of the demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

11.3 The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### **ARTICLE 12**

##### **EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

#### **ARTICLE 13**

##### **GOVERNING LAW**

Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.



ARTICLE 14  
OTHER CONDITIONS OR SERVICES

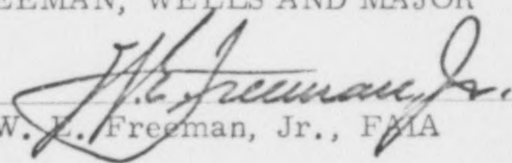
- 14.1 It is understood and agreed that, in the event that a food service consultant is required, the owner shall reimburse the architect for any cost for same.
- 14.2 Under Article 11 add the following paragraph:  
11.2.1 Arbitration demands shall be accumulative; and all demands being arbitrated in one action prior to final payment unless otherwise mutually agreed to by the owner and the architect.

This Agreement executed the day and year first written above.

OWNER  
GREENVILLE TECHNICAL COLLEGE

ARCHITECT  
FREEMAN, WELLS AND MAJOR

by \_\_\_\_\_

by  \_\_\_\_\_  
W. E. Freeman, Jr., F.A.A.



VICE PRESIDENT FOR BUSINESS AND FINANCE

July 8, 1976

Mr. William T. Putnam  
State Auditor  
205 Wade Hampton Office Building  
Post Office Box 11333  
Columbia, South Carolina 29211

Dear Mr. Putnam:

Dr. Edwards has asked me to confirm several points covered in our telephone conversation this morning.

Subject to obtaining appropriate authorization and commitments regarding funding, Clemson University will be glad to cooperate fully in developing guidelines for determination of use-values for agricultural and forestry lands in South Carolina under provisions of Act No. 208 of 1975, as amended. As we all know, no funds have been made available to Clemson for this work. However, because of its importance and potential value to the State we will make arrangements to begin work on this project without delay if we receive (1) authorization from the State Budget and Control Board to use regular appropriations to Clemson to cover on a temporary basis the cost incurred in carrying out this project, pending receipt of funds provided specifically for this purpose and (2) a commitment from the South Carolina Tax Commission that any regular Clemson funds expended for this project, up to a maximum of \$95,185, will be reimbursed to Clemson in the current fiscal year. The estimated monthly budget breakdown for this project is shown in the attached tabulation.

Immediately upon the conclusion of our telephone conversation Dr. Edwards talked with Mr. Wasson. Mr. Wasson indicated that he would get in touch with you to discuss this subject and would make plans to attend the meeting of the State Budget and Control Board next Wednesday, July 14.

I look forward to meeting with you next Tuesday, July 13, at 11:00 a.m. in your office to discuss a number of items on which we would like to have your guidance and assistance, and as indicated over telephone, Dr. Edwards and I plan to attend the meeting of the State Budget and Control Board next Wednesday, July 14, at 2:30 p.m.

With best wishes,

Sincerely yours,

Melford A. Wilson

Vice President for Business and Finance

MAW:jac  
Attachment

cc: Mr. Robert C. Wasson  
Dr. Robert C. Edwards

CLEMSON UNIVERSITY

		ESTIMATED MONTHLY BUDGET BREAKDOWN FOR "USE-VALUE TAX STUDY"												
BUDGET ITEM		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL
1.	Salaried Wages													
	(a) Salaries					-----dollars-----								
	College of Agricultural Sciences	2000	2682	2682	2682	2682	2682	2682	2682	2682	2682	2682	2680	31,500
	College of Forest & Recreation Resources	-	1191	1191	1191	1191	1191	1191	1191	1191	1191	1191	1195	13,105
	Wages (clerical technical)													
	College of Agricultural Sciences	500	636	636	636	636	636	636	640	636	636	636	636	7,500
	College of Forest & Recreation Resources	-	-	-	-	-	-	-	220	220	220	220	220	1,100
	(b) Indirect Costs (40% S&W, D, 73, DHEW)	1000	1803	1803	1803	1803	1803	1803	1893	1892	1893	1893	1893	21,282
II.	Travel													
	College of Agricultural Sciences	290	290	290	290	290	290	300	300	290	290	290	290	3,500
	College of Forest & Recreation Resources	-	160	250	250	200	100	100	128	128	128	128	128	1,700
III.	Supplies and Other													
	College of Agricultural Sciences	150	123	123	123	123	123	120	120	135	240	60	60	1,500
	College of Forest & Recreation Resources	-	-	75	-	-	-	-	-	-	75	-	-	150
IV.	Computer Services	300	518	518	518	518	778	1036	1036	260	260	258	-	6,000
V.	Employment Fringe Benefits (14.75% S&W)	368	665	665	665	665	665	665	698	698	698	698	698	7,848
Monthly Totals		4608	8068	8233	8158	8108	8268	8533	8908	8132	8313	8056	7800	95,185

JULY 7, 1976



EXHIBIT III



STATE DEVELOPMENT BOARD

POST OFFICE BOX 927  
COLUMBIA, SOUTH CAROLINA 29202

F. EARL ELLIS  
DEPUTY DIRECTOR

July 6, 1976

TEL. 803 / 758-3145  
TWX NO. 810 666 2628

The Honorable William T. Putnam  
State Auditor  
Post Office Box 11333  
Columbia, South Carolina 29211

Dear Bill:

Budget and Control Board permission is requested for a trip overseas for one of our staff members, Caleb C. Whitaker. The purpose of this trip, July 17-August 1, is to make preliminary arrangements for a Reverse Investment Mission to Europe in late September. While in Europe, Mr. Whitaker will also make calls on various companies with our representative in Brussels.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, appearing to read "Earl", written over a horizontal line.

F. Earl Ellis  
Deputy Director

FEE:trp

EXHIBIT III



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Sincerely,

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F. Earl Ellis  
Deputy Director

FEE:trp

DIRECTOR OF BUSINESS OPERATIONS  
(803) 792-3046



## Medical University of South Carolina

80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

June 29, 1976

Mr. William T. Putnam  
Assistant State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Dear Mr. Putnam:

I have a request from Dr. Robert C. Allen to obtain permission for him to travel to Hamburg, Germany, to participate and present a paper at the Fourth International Conference on Isoelectric Focusing and Isotachophoresis the week of August 1, 1976, through August 5, 1976. He would also like to travel to the Free University of Berlin the following week to speak and also to discuss joint research, publication of a revised edition of his book, and to look into a NATO grant between laboratories. He has been invited to visit laboratories in Lyon, France, and would like permission to travel there in connection with this trip.

Dr. Allen has received all necessary approval from the Medical University of South Carolina to make this trip, subject to approval of the State Budget and Control Board.

All expenses incurred for this foreign travel will be paid from an unrestricted fund of the Department of Pathology and from Dr. Allen's personal funds. As a matter of information, the entire cost of the travel outside of the United States will be paid by Dr. Allen from his personal funds.

We hope the State Budget and Control Board will give favorable approval to this request.

Sincerely yours,

L.W. Michaelis  
Director, Business Operations

LWM/mam



DEPARTMENT OF PATHOLOGY  
(803) 792-3121

Dr. Allen 792-3694



## Medical University of South Carolina

80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

June 24, 1976

Mr. L.W. Michaels  
Director of Business Operations  
Medical University of South Carolina  
Charleston, South Carolina 29401

Dear Mr. Michaels:

I have been invited to participate and present a paper in the Fourth International Conference on Isoelectric Focusing and Isotachophoresis to be held in Hamburg, Germany August 1-5, 1976. I have also been invited to the Free University of Berlin to speak the following week and to discuss with Dr. Maurer joint research, the publication of a revised edition of his book as well as to look into a NATO grant between our laboratories. Also I am invited to visit Dr. Arnaud's laboratory in Lyon, France concerning joint antiprotease studies. I plan to be gone from the 30th of July to the 23rd of August, 1976.

I therefore would like to request permission for overseas travel.

Thank you.

Sincerely yours,

Robert C. Allen, Ph.D.  
Associate Professor  
Department of Pathology

RCA/njb

*Approval recommended -*  
*WM Hawbury*

DIRECTOR OF BUSINESS OPERATIONS  
(803) 792-3046



## Medical University of South Carolina

80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

June 29, 1976

Mr. William T. Putnam  
Assistant State Auditor  
P. O. Box 11333  
Columbia, South Carolina 29211

Dear Mr. Putnam:

I have a request from the Dean, College of Medicine, to obtain permission for Dr. Hildegard R. Maricq to travel to Antwerp. The purpose of the trip is to participate in the symposia at the 9th. World European Conference for Microcirculation.

Dr. Maricq has received all required approval of the University to make this trip, subject to the approval of the State Budget and Control Board.

Expenses incurred related to the trip will be paid from the Dean's Fund (Professional Fee prorata share) and personal funds of the traveller.

The Board's consideration and approval of this foreign travel will be appreciated.

Sincerely yours,

L. W. Michaelis  
Director, Business Operations

LWM/mam

DEPARTMENT OF MEDICINE  
DIVISION OF RHEUMATOLOGY & IMMUNOLOGY  
(803) 792-2911

Office of The Dean



## Medical University of South Carolina

80 BARRE STREET / CHARLESTON, SOUTH CAROLINA 29401

June 24, 1976

Dr. W. M. Newberry  
Dean, College of Medicine  
MUSC

Dear Dr. Newberry:

A year ago I was invited to participate in two symposia: Quantitative Measurements of Human Microcirculatory Dynamics and Heterology of Skin Vasculature to be held as part of the 9th World Conference of the European Society for Microcirculation, Antwerp, July 5-9, 1976. Proceedings of these symposia will be published by Karger. I agreed since both organizers of these symposia (Dr. F. Bollinger, Zurich and Dr. T. Ryan, Oxford) have been active in the area close to that of my interest (human microcirculation) and I knew that they were inviting other investigators working with the newest techniques in this field. I knew that the European Society for Microcirculation had no funds for this travel, but I hoped that funds could be provided or approved by the Medical University for such a participation (especially, since the University has a long-standing reputation and tradition in microcirculatory research).

I had been communicating with both Dr. Bollinger and Dr. Ryan through the past year and I had already committed myself too far to cancel the plans when I found out that foreign travel would not be approved and funded by the Medical University. Since, I did not want to cancel my presentation, I made various attempts to find other ways to defray the cost of this trip, but to no avail.

In the meantime, I have received the program (copy enclosed) which shows me how truly interesting this Congress is not only for me but also to other investigators in our division. There will also be occasion to personally meet with several European investigators (more clinical research in microcirculation is going on in Europe than in USA) who rarely, if ever, come to this country.

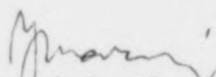


Dr. W. M. Newberry  
Page 2  
June 24, 1976

Therefore, I feel compelled to attend this meeting but the cost of this trip is even greater because it is a strictly business trip (I am going alone and only for the meeting) and I cannot benefit from any group or tourist fares. The total cost will be approximately \$1,600.00.

I would greatly appreciate any help that you can give me in this matter.

Very truly yours,

  
Hildegard R. Maricq, MD  
Associate Professor of  
Research Medicine

P.S. Please return the attached program.

HRM/mep  
encl.

cc. Dr. E. C. LeRoy  
Dr. Joseph C. Ross

*I approve 50% of above cost.  
from non-state funds.  
WM Newberry*



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

July 6, 1976

Mr. William T. Putnam  
State Auditor  
P.O. Box 11333  
Columbia, South Carolina 29211

Dear Mr. Putnam:

At the present time the University has on file with your office, for submission to the Budget and Control Board, foreign travel requests for eight (8) University employees. Six (6) of these were being partially subsidized by State appropriations. We wish approval for this travel on all of the six, however no State funds will be used. In each case, unrestricted grant funds will be used to replace the State appropriated subsidy portion.

The six are listed as follows:

Dr. Donald J. Colquhoun  
Dr. James R. Durig  
Prof. W. R. Gilkerson  
Prof. Herbert S. Matsen  
Dr. Ted A. Rathburn  
Prof. Richard Zingmark

The following two travel requests are still on file in your office and we are awaiting approval. No State funds will be used on these either.

President William H. Patterson  
Dr. H. Larry Winecoff

Sincerely yours,

B. A. Daetwyler

BAD/sk



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 25, 1976

Mr. William T. Putnam  
State Auditor's Office  
P.O. Box 11333  
Columbia, South Carolina 29211

RE: President William H. Patterson, Foreign Travel

Dear Mr. Putnam:

President and Mrs. William H. Patterson have been invited to Taiwan as guests of the Government of the Republic of China. Transportation will be paid entirely by the Chinese Government. The small amount of per diem reimbursement will be from Discretionary funds given to the President's Office, and no State funds will be involved.

State Budget and Control Board approval is requested since President Patterson will be officially representing the University of South Carolina on this trip.

Sincerely,

A handwritten signature in cursive script, likely belonging to B. A. Daetwyler.

B. A. Daetwyler  
Vice President of Finance

BAD/sk



Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA **N<sup>o</sup> 00271**  
Date June 25, 1976  
Mo. Day Yr.

SECTION I

Requested by William H. Patterson Dept. President's Office  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of Visit with Mrs. Patterson as guests to the Republic of China,  
Taiwan - The Chinese Government will provide first class air travel and  
week in Taiwan.

Duration of trip: From July 21, 1976 To: August 8, 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Taipae, Taiwan via Honolulu, Tokyo and Los Angeles

Does this authorization supersede a previously approved trip? No If so, give TA. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle) \_\_\_\_\_

Subsistence \_\_\_\_\_

\*Other Expenses \_\_\_\_\_

Estimated Total Cost \_\_\_\_\_

\*Explain

Ground Transportation, etc.

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
60100	J400	52022		

SECTION V

Approved

Dept. Head

[Signature]  
Dean, V. P. or Provost

Date

25 June 1976  
Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

	P	C
Amount	or	Date Paid
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals or Other	<input type="checkbox"/>	
Total \$		



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 30, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Building  
Columbia, South Carolina 29202

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Professor Ted A. Rathbun to travel to Mexico city, Mexico, August 3 - August 8, 1976. Three hundred dollars (\$300) State appropriated funds are proposed to be used, with the balance to be paid from personal funds.

Dr. Rathbun has been invited to present a paper to the 30th International Congress of Human Sciences in Asia and North Africa. This is a major international meeting and is being held in the Western Hemisphere for the first time.

Dr. Rathbun's participation in the congress will provide an opportunity for exchange of ideas and data with other Middle East experts and more importantly initiate the foundations for a larger synthesis with surrounding areas. European contacts and exposure on a first hand basis as well as published information is essential for staying current with developments in specialized and related fields for research and classes.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. A. Daetwyler".

B. A. Daetwyler  
Vice President for Finance

Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA No. **N<sup>o</sup> 07200**

Date May 25 76  
Mo. Day Yr.

SECTION I

Requested by Ted A. Rathbun Dept. Anthropology  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of presenting paper at 30th International Congress of Human Sciences in Asia and  
North Africa

Duration of trip: From 8 3 76 To: 8 8 76  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Mexico City, Mexico

Does this authorization supersede a previously approved trip? \_\_\_\_\_ If so, give TA. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

	AMOUNT
Transportation (Do not include USC Vehicle)	246.00
Subsistence	180.00
*Other Expenses	40.00
Estimated Total Cost	466.00

\*Explain Registration Fee

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
10000	A001	52024		\$300.00

SECTION V

Approved  
(see letter attached)

Dept. Head  
[Signature]  
Dean, V. P. or Provost

Date  
6/4/76  
Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

Amount or Date Paid  
Common Carrier \$ ☐  
Lodging, Meals or Other ☐  
Total \$ 34





UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 28, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Building  
Columbia, S. C. 29202

Re: Foreign Travel - W. R. Gilkerson

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Professor W. R. Gilkerson to travel to Karpacz Poland and Louvain, Belgium, September 18 - October 31, 1976. Two hundred dollars (\$200) State appropriated funds are proposed to be used with the balance to be paid by the inviting organizations.

Professor W. R. Gilkerson has been invited to present a four week series of lectures on the conductivity of organic solutions at the Department of Chemistry, University of Louvain, Belgium, September 27-October 22, 1976. He has also been invited to deliver one of the plenary lectures at the Third International Symposium of the International Society for the Study of Solute-Solute-Solvent Interactions to be held in Wroclaw, Poland, September 20-24. That these organizations are willing to pay Professor Gilkerson's expenses during this period, including his trans-Atlantic airfare, is an indication of the high regard that the international scientific community holds for Professor Gilkerson and his research accomplishments. It is also a credit to the University of South Carolina.

The only part of Gilkerson's travel expenses not covered by the inviting organizations is the round trip airfare between Belgium and Poland, a cost of \$200.00

Sincerely,

B. A. Daetwyler  
Vice President for Finance

Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

N<sup>o</sup> 02528

TA [REDACTED]

Date June 9 1976  
Mo. Day Yr.

SECTION I

Requested by W. R. Gilkerson Dept. Chemistry  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of Delivering lecture at 3rd International Symposium on Solute-Solute-Solvent Interactions at Karpacz Poland and delivering a series of Lectures at the University of Louvain, Belgium

Duration of trip: From September 18 1976 To: October 31 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Karpacz Poland and Louvain, Belgium

Does this authorization supersede a previously approved trip? No If so, give TA. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle)  
(See accompanying explanatory letter)

Subsistence \_\_\_\_\_

\*Other Expenses \_\_\_\_\_

Estimated Total Cost \_\_\_\_\_

\*Explain \_\_\_\_\_

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
10000	<del>A000</del> A001	52024		200.00

SECTION V  
Approved

B. M. Gimarc

B. M. Gimarc

Dept. Head

J. R. Durig

Dean, V. P. or Provost

June 9, 1976

Date

Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

	P	
Amount	or	Date Paid
	C	
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals or Other	<input type="checkbox"/>	
Total \$		<b>36</b>

Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

N<sup>o</sup> 02528

TA [REDACTED]  
Date June 9 1976  
Mo. Day Yr.

SECTION I

Requested by W. R. Gilkerson Dept. Chemistry  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of Delivering lecture at 3rd International Symposium on Solute-Solute-Solvent Interactions at Karpacz Poland and delivering a series of Lectures at the University of Louvain, Belgium

Duration of trip: From September 18 1976 To: October 31 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Karpacz Poland and Louvain, Belgium

Does this authorization supersede a previously approved trip? No If so, give TA. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle)  
(See accompanying explanatory letter)

Subsistence \_\_\_\_\_

\*Other Expenses \_\_\_\_\_

Estimated Total Cost \_\_\_\_\_

\*Explain \_\_\_\_\_

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
10000	A000 A001	52024		200.00

SECTION V  
Approved

B. M. Gimarc  
B. M. Gimarc

Dept. Head

J. R. Durig  
J. R. Durig

Dean, V. P. or Provost

June 9, 1976

Date

Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

	P	Date Paid
Amount	or	
	C	
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals	<input type="checkbox"/>	
or Other		
Total \$		36





UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 28, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Building  
Columbia, South Carolina 29202

Re: Foreign Travel - Professor Richard Zingmark

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Professor Richard Zingmark to travel to Oslo, Norway, August 28 - September 4, 1976. Four-Hundred dollars (\$400) State appropriated funds are proposed to be used, with the balance to be paid from personal funds.

Dr. Richard Zingmark has been invited to present a paper on his recent research with diatoms at the IV International Symposium on Recent and Fossil Marine Diatoms at the University of Oslo, Norway during the week of August 28th through September 3rd.

This meeting is an important one with respect to Dr. Zingmark since many of the European scientists who will be attending this meeting are the only ones in the world who are currently working on projects related to Dr. Zingmark's. Therefore, Dr. Zingmark has an opportunity to discuss scientific findings and his research efforts with colleagues who are working in the same field, and this opportunity should not be avoided. His presentation of a symposium will provide the European scientists with information on Dr. Zingmark's research and should prevent duplication of effort.

Sincerely yours,

B. A. Daetwyler  
Vice President for Finance

Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA No. **N<sup>o</sup> 65757**

Date **May 25, 1976**

Mo. Day Yr.

SECTION I

Requested by **Richard G. Zingmark**

Dept. **Biology**

Name of Traveler (if more than one person, see reverse side of pink copy for instructions)

Name

For the purpose of **Attending and participating on the program of the Fourth International**

**Symposium on Recent and Fossil Diatoms**

Duration of trip: From **August 28, 1976**

Mo.

Day

Yr.

To: **September 4, 1976**

Mo.

Day

Yr.

Destination of Trip **Oslo, Norway**

Does this authorization supersede a previously approved trip? **no** If so, give TA. No.

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☐

Railroad ☒

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle)

160.00

Subsistence

240.00

\*Other Expenses

Estimated Total Cost

400.00

\*Explain \_\_\_\_\_

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
10000	A001	52024		\$400.00

SECTION V

Approved

**J.R. Durig** ~~xxxxxxx~~ Dean

Dean ~~XXXXXXXXXX~~

**W.D. Dawson, Dept. Head** **5-25-76**

Date

Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

	P	
Amount	or	Date Paid
	C	
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals or Other	<input type="checkbox"/>	
Total \$		<b>38</b>



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 28, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Building  
Columbia, South Carolina 29202

Re: Foreign Travel - Herbert S. Matsen

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Professor Herbert S. Matsen to travel to Padua, Italy, September 24 - September 29, 1976. Three hundred dollars (\$300) State appropriated funds are proposed to be used with the balance to be paid from personal funds.

Professor Matsen has been invited to read a paper at the Fourth International Scotist Congress which will be held in Padua in honor of the fourteenth-century Scottish Franciscan philosopher, and theologian John Duns Scotus. It is valuable for our University to be represented at this Congress, because there will be more than eighty scholars present who will present their findings. Some of them, for example Charles Balic and Allan B. Wolter enjoy a world-wide reputation as distinguished Scotist scholars. Further, a critical edition of the writings of Duns Scotus has been under way for some years for which Balic and others are responsible.

Sincerely,

  
B. A. Daetwyler



Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA No 53546

Date June 28, 1976  
Mo. Day Yr.

SECTION I

Requested by Herbert S. Matsen Dept. Philosophy  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of reading a paper at the Fourth International Scotist Congress at Padua,  
Italy, September 24-29, 1976.

Duration of trip: From Sept. 24, 1976 To: Sept. 29, 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Padua, Italy

Does this authorization supersede a previously approved trip? No If so, give T.A. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☒

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle)

\$300.00

Subsistence

\*Other Expenses

Estimated Total Cost

\$300.00

\*Explain \_\_\_\_\_

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
10000	A001	52024		\$300.00

SECTION V  
Approved

Dept. Head

Dean, V. P. or Provost

June 28, 1976

Date

6/29/76

Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

Amount	P or C	Date Paid
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals or Other	<input type="checkbox"/>	
Total \$		



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 28, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Building  
Columbia, South Carolina 29202

Re: Foreign Travel - Dr. Donald Colquhoun

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Dr. Donald Colquhoun to travel to Nice, France, September 1 - September 28, 1976. It is proposed that \$550 of State Appropriated funds will be used, and the balance from private sources.

Dr. Colquhoun has been invited to attend the Union Internationale des Sciences Prehistoriques et Protohistoriques to be held in Nice, France from September 13th through the 19th.

Dr. Colquhoun has been asked to present a paper on Sea Level Fluctuation 3500 B.P. - a world perspective. Dr. Colquhoun is a leading authority in this area and has been serving on the International Commission which has been directed to compile a world shoreline map.

It is imperative that Dr. Colquhoun continue his research efforts in shoreline mapping and present his research findings to the international community. He has been particularly active in the mapping of the shorelines of Northwestern Europe and the Mediterranean. This meeting will provide him with the opportunity to discuss these problems with other experts in the field.

Sincerely yours,

B. A. Daetwyler  
Vice President for Finance

Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA No. **N<sup>o</sup> 04354**

Date May 7, 1976  
Mo. Day Yr.

SECTION I

Requested by Donald J. Colquhoun Dept. GEOLOGY  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of Union Internationale Des Sciences Prehistoriques et Protohistoriques

Duration of trip: From Sept. 1, 1976 To: Sept. 28, 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Nice, France

Does this authorization supersede a previously approved trip? no If so, give TA. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☒

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle) 550.00

Subsistence 600.00

\*Other Expenses \_\_\_\_\_

Estimated Total Cost \$1,150.00

\*Explain \_\_\_\_\_

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
13040	A000	52024		\$150.00
10000	A001	52024		\$400.00

SECTION V

Approved

[Signature]  
Dept. Head

[Signature]  
Dean, V. P., or Provost

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

Amount ☐ P or C Date Paid  
Common Carrier \$ ☐  
Lodging, Meals or Other ☐  
Total \$ 42





UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 28, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Building  
Columbia, South Carolina 29202

Re: Foreign Travel - H. Larry Winecoff

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Dr. Larry Winecoff to travel to Bolivia and Colombia, South America, August 11 - August 27, 1976. No State funds are requested for this trip.

Dr. Winecoff has been selected as one of two official delegates by the Partners of the Americas to participate in a two week Community Education Workshop in Bolivia and Colombia, South America. All expenses will be paid by the Partners of the Americas. Mr. Dalton Ward will be the other South Carolina delegate representing the S. C. State Department of Education.

The College of Education has, for the past several years, been developing an International/Comparative Education Program. These efforts are particularly important for foreign language and social studies teachers and vocational and career administrators and counselors. We have recently received a non-formal education research grant from the Agency for International Development. Representatives from this agency will also be workshop participants as will USOE representatives from the Office of Community Education.

These combined efforts will help make our College of Education a more relevant and viable center for the preparation of teachers and administrators in the state.

Sincerely,

B. A. Daetwyler  
Vice President for Finance

Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA No. **Nº 37879**

Date 6 9 76  
Mo. Day Yr.

SECTION I

Requested by H. Larry Winecoff Dept. Education-Secondary  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of Participating in Inter-American Community Education Workshop

Duration of trip: From Aug. 11 1976 To: Aug. 27 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Bolivia, SA and Cali, SA

Does this authorization supersede a previously approved trip? No If so, give TA. No. \_\_\_\_\_

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or % \_\_\_\_\_

SECTION III

Estimated Cost

Transportation (Do not include USC Vehicle) no cost to the

Subsistence University

\*Other Expenses \_\_\_\_\_

Estimated Total Cost \_\_\_\_\_

\*Explain \_\_\_\_\_

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
No cost	to the	University		

SECTION V

Approved

L. F. Maiden 6-9-76  
Dept. Head Date

\_\_\_\_\_  
Dean, V. P. or Provost Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

Amount	P or C	Date Paid
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals or Other	<input type="checkbox"/>	
Total \$		



UNIVERSITY OF SOUTH CAROLINA

COLUMBIA, S. C. 29208

DIVISION OF FINANCE

June 28, 1976

Mr. William T. Putnam  
State Auditor's Office  
205 Wade Hampton Office Bldg.  
Columbia, S. C. 29202

Re: Foreign Travel - James R. Durig

Dear Mr. Putnam:

State Budget and Control Board approval is requested for Dr. James Durig to travel to Freiburg, Germany, September 1 - September 11, 1976. Three hundred dollars (\$300) State appropriated funds are proposed to be used, with the balance to be paid from personal funds.

Dr. Durig has been invited to participate in the 5th International Conference on Raman Spectroscopy. Dr. Durig is a world authority on Raman Spectroscopy and was the program director of the 4th International Conference which was held in Brunswick, Maine in 1974.

Most of the Raman spectroscopists are located in western Europe and it is important that Dr. Durig have an opportunity to discuss his research projects and his research accomplishments with his European counterparts. This will prevent duplication of effort and should lead to additional ideas for new research projects. Dr. Durig is also a member of the International Union of Pure and Applied Chemists Subcommittee on Spectroscopy, and they will hold a meeting at the same time in Freiburg, Germany. This International Commission is composed of one scientist from eight countries and it is imperative that they hold a meeting this year so that they can have additional recommendations available for the International meeting which will be held in Poland next year.

Sincerely,

B. A. Daetwyler  
Vice President for Finance



Green Accounting Dept. Copy  
Yellow Department Approved Copy  
Pink Department File Copy

UNIVERSITY OF SOUTH CAROLINA  
TRAVEL AUTHORIZATION FORM

TA No. **N? 66290**

Date June 10, 1976  
Mo. Day Yr.

SECTION I

Requested by James R. Durig Dept. College of Science & Math  
Name of Traveler (if more than one person, see reverse side of pink copy for instructions) Name

For the purpose of participating in the 5th International Conference on Raman Spectroscopy.

Duration of trip: From September 1 1976 To: September 11 1976  
Mo. Day Yr. Mo. Day Yr.

Destination of Trip Freiburg, Germany

Does this authorization supersede a previously approved trip? NO If so, give TA No. //

SECTION II

Method of Travel

Common Carrier

Bus ☐

Plane ☒

Railroad ☐

Other

Personal Vehicle ☐

University Vehicle ☐

Other - Explain \_\_\_\_\_

State of South Carolina regulations provide "that in traveling on business of the University, Faculty, and Staff are required to use the most economical mode of transportation". Please refer to the policies and procedures manual for the maximum travel expenses allowed.

Approval Subject To The Following

Full Reimbursement ☐

Transportation ☐

Subsistence only ☐

Other or %   

SECTION III

Estimated Cost

	AMOUNT
Transportation (Do not include USC Vehicle)	\$750
Subsistence	250
*Other Expenses	50
Estimated Total Cost	\$1050

\*Explain registration fee

SECTION IV

Account(s) to be charged (see reverse side of pink copy for instructions)

Dept.	Fund	Class	Analytical	Amount
10000	A001	52024		*\$300 <del>XXXX</del>

\*This amount is to be applied to Foreign Travel only.

SECTION V

Approved

B. M. Gimarc  
B. M. Gimarc

Dept. Head

June 10, 1976  
Date

James R. Durig  
James R. Durig

Dean, V. P. or Provost

June 10, 1976  
Date

If trip plans are altered after submission of this form, the Treasurer's Office must be notified.

The Travel Expense Voucher for reimbursement should be submitted within seven (7) days after return to campus.

The University reserves the right not to reimburse expenditures without receipts. Be sure to obtain receipts whenever practical.

TREASURER'S OFFICE USE ONLY

	P	
Amount	or	Date Paid
	C	
Common Carrier \$	<input type="checkbox"/>	
Lodging, Meals or Other	<input type="checkbox"/>	
Total \$		



FURMAN E. McEACHERN, JR.  
DIRECTOR

STATE OF SOUTH CAROLINA  
DIVISION OF GENERAL SERVICES  
BUDGET AND CONTROL BOARD  
300 GERVAIS STREET  
COLUMBIA, S. C. 29201

E. CECIL MILLS, JR.  
ASSISTANT DIRECTOR FOR  
ENGINEERING  
PHONE: (803) 758-2226

July 12, 1976

To: Mr. F. E. McEachern, Jr.  
Division Director

From: E. Cecil Mills, Jr.  
Assistant Director for Engineering

Subject: General Services - USC Utility Tunnel

Interviews were held at USC on July 8, 1976 for the purpose of selecting a designer for the above captioned project. Members of the committee were Cecil Mills and Charlie Black, General Services; and Ed Shelley, USC.

Firms selected by the committee in order of preference were:

1. Bruce Flemming & Associates, Inc.  
Columbia, South Carolina
2. Enwright Associates, Inc.  
Greenville, South Carolina
3. Tectonics Engineering Consultants, Inc.  
Columbia, South Carolina

ECMjr:hc



STATE OF SOUTH CAROLINA  
DIVISION OF GENERAL SERVICES

BUDGET AND CONTROL BOARD

300 GERVAIS STREET  
COLUMBIA, S. C. 29201

FURMAN E. MCEACHERN, JR.  
DIRECTOR

PHONE: (803) 758-2226

May 24, 1976

NOTICE

The State of South Carolina, Division of General Services will accept proposals for the design of approximately 450 linear feet of walk through tunnel and the design of the necessary piping to interconnect the State government energy facility and the University of South Carolina South Main energy facility. Proposals and resumes should be submitted before 11 A.M., June 21, 1976. Contact Division of General Services, Room 105, 300 Gervais Street, Columbia, South Carolina 29201, telephone 758-2226 for additional information.

Division of General Services

F. E. McEachern, Jr.  
Division Director

Notice posted as follows: May 25, 1976

Richland County Court House  
U. S. Post Office (Main)  
City Hall

Consulting Engineering Services  
Bulletin Boards - 300 Gervais St.

Ad to be placed in ~~The States~~, The Greenville News-Piedmont Co.  
The Charleston News & Courier, The Florence Morning News,  
The Spartanburg Herald

(2. to run in all newspapers:  
May 30 June 6, June 13)



CONSTRUCTION PROJECTS UNDERTAKEN IN PAST TWO YEARS  
BY DIVISION OF GENERAL SERVICES

<u>Project</u>	<u>Description</u>	<u>Architect</u>	<u>Cost</u>
Employment Security Building	Office Building	Geiger, McElveen & Kennedy	\$4,000,000
Health & Environmental Control	Laboratory - State Park	Geiger, McElveen & Kennedy	5,248,494
Parking Deck	Parking Facility	Robert A. Shoolbred, Inc.	905,000
Marion Gressette and Solomon Blatt Buildings	Office Buildings & Underground Parking	LBC&W	11,450,000
Heating and Air Conditioning for State House	Heating & Air Cond.	Bruce Flemming & Associates	175,000
Renovations to Farmer Building State Park Health Center	Hospital Renovations	Lafaye, Lafaye & Associates	3,020,662
Wade Hampton Office Building	Heating & Air Cond. & Misc. Renovations	Tectonics Engineering Consultants, Inc.	500,000

STATE OF SOUTH CAROLINA  
STATE BUDGET AND CONTROL BOARD  
Personnel Division

DUAL EMPLOYMENT  
POLICIES AND PROCEDURES

July 12, 1976

## DEFINITIONS

For the purpose of these Articles, the following words shall have the meanings indicated:

- (1) Base Pay - The rate of pay approved for the employee in his position in the employing (primary) agency.
- (2) Conflict of Interest - Any action or situation in which an individual's personal or financial interest or that of a member of his household might conflict with the public interest. In general, the Rules of Conduct and rules and regulations of the State Ethics Commission shall govern conflict of interest situations. Questions of propriety concerning an employment situation may be referred to the State Ethics Commission or the Attorney General for clarification.
- (3) Contractual Services - Services that are provided on a fee or contractual basis by one agency to another agency.
- (4) Dual Employment - Employment and compensation in excess of the approved rate of pay for an employee's primary duties for services of any nature, regardless of whether the employment and compensation are within the employing (primary) agency or a requesting (secondary) agency. Additional compensation will be allowed only when the services rendered are clearly not a part of the employee's regular job. Summer school teaching by nine-month (academic year appointment) faculty is not considered dual employment.
- (5) Dual Employment Agreement - An agreement within the employing (primary) agency or between the employing (primary) agency and the requesting (secondary) agency which sets forth all terms and conditions for the dual employment of an employee.
- (6) Employing (Primary) Agency - The State agency, or unit thereof, having primary control over the services of the employee, and/or for which the employee works the greatest number of hours in any workweek.
- (7) Requesting (Secondary) Agency - The State agency, or unit thereof, seeking to engage the services of and compensate any employee for whom it is not the employing (primary) agency.
- (8) State Agency - Any department, institution, board, commission, council, division, bureau, center, school, hospital, or other facility that is engaged in the business or affairs of State government. Multi-facility agencies operating under central administrative control shall be considered to be one State agency.



## DUAL EMPLOYMENT POLICIES AND PROCEDURES

### STATE OF SOUTH CAROLINA

#### ARTICLE I. Policy

Recognizing that agencies of State government occasionally require services not available within the agency; that agencies have many outstanding employees whose expertise is in demand; and that agencies can often save considerable money and secure a quick and high quality service from the expertise available within State government; it is the policy of the State Budget and Control Board:

1. That State agencies are encouraged to provide, whenever possible, such services as shall be required by other State agencies without charge;
2. That State agencies may provide, when it is not possible to provide such services at no cost, requested services on a contractual basis;
3. That State agencies may adopt in accordance with Article III below, whatever policies, regulations or procedures as they may deem proper for approval and/or regulation of temporary or permanent employment by State employees in the private sector or with non-State governmental bodies; and
4. That State employees may accept temporary, part-time employment of a consultative or technical nature with other State agencies, provided that prior approval is obtained in each instance from the supervisor, the appropriate agency heads, and the Budget and Control Board.

#### ARTICLE II. Conflict of Interest

- A. No State employee may accept any work or remuneration that could be reasonably construed as a conflict of interest. Acceptance without proper prior approval of a work assignment or remuneration that is found to be a conflict of interest will be grounds for disciplinary action or termination.
- B. The propriety of an employment situation or remuneration for services rendered shall normally be decided by the employee's agency head, who may request counsel from the Office of the Attorney General or the State Ethics Commission as necessary in making such determination.

#### ARTICLE III. Work Outside State Government

Each State agency may adopt such policies or procedures as its governing board may deem proper for the approval and/or regulation of jobs held by State employees outside State government. Such policies or procedures shall be in

accord with law and policies or procedures of the Budget and Control Board. Any such employment that would result in a conflict of interest shall not be approved. An agency shall withdraw approval for such secondary employment if the efficiency, effectiveness, or productivity of the employee deteriorates. An agency may adopt reasonable disciplinary penalties, up to and including termination, for violation of its policies or procedures. An agency may submit, if it desires, such policies or procedures to the Budget and Control Board for review and comment.

#### ARTICLE IV. Contractual Services by State Agencies

State agencies are requested to provide whenever possible at no cost those services needed by other State agencies. If this is not possible, agencies are encouraged to provide contractual services at reasonable cost. In instances, both services would be provided by the agency employees as part of their job and at no additional compensation.

The employment of individuals under these guidelines will be considered only after it has been determined that the services cannot be obtained contractually from another agency. In such cases, the services of an employee shall be considered as personal services and not as contractual services.

#### ARTICLE V. Agency Services to the General Assembly

Effective July 1, 1976, agencies of State government, including institutions of higher learning, shall provide at no cost and as a part of the regular services of the agency to the General Assembly those services requested by the General Assembly. State employees performing such consultative, research or other services shall receive no additional compensation for such services.

#### ARTICLE VI. General Policies and Procedures

This Article sets forth the general policies and procedures for the acceptance, approval and administration of dual employment within State government.

##### Section 1 - Scope and Purpose

- A. The State Budget and Control Board shall establish and administer, through the State Personnel Division, uniform procedures for the receipt, recording, reporting and monitoring of all requests for dual employment agreements for State agencies. Such requests will then be presented to the State Budget and Control Board for final or continuing approval.
- B. The practice of dual employment shall not be used as a device to provide higher continuing salaries than those approved by the Budget and Control Board. Also, any employee engaged in dual employment shall satisfy the requirements of the established hours of work for the employing (primary) agency.
- C. The Personnel Division shall assume, at the request of the Budget and Control Board, responsibility for the hearing, consideration and approval of any or all specific conditions or cases of dual employment as so designated. Appeals of the Personnel Division decisions may be made

through the State Personnel Director to the Budget and Control Board.

Section II - Administration

- A. The State Budget and Control Board, through the State Personnel Division, shall determine and issue all guidelines, forms and reports as are necessary for the day to day administration and processing of dual employment agreements for State agencies.
- B. State agencies shall have the responsibility of reporting and requesting approval for such agreements in accordance with these policies and procedures.
- C. All dual employment shall be subject to audit, and the agency head(s) shall be held responsible for any audit exceptions.
- D. Each agency shall notify each employee of the dual employment policies developed in conformity with the policies and procedures of the Budget and Control Board.

ARTICLE VII. Eligibility and Compensation

Section I - Eligibility. This Section sets forth the conditions and criteria that are to be satisfied prior to request and approval of dual employment agreements.

- A. No employee can receive additional compensation for services performed during normally scheduled hours of work unless the employee takes annual leave or leave without pay. An employee may use annual leave while providing services during normal working hours for a requesting (secondary) agency and may receive compensation from that agency for services performed during the period of leave. However, no employee granted leave with pay by the employing (primary) agency may receive additional compensation from that same agency for services performed during this period.
- B. If the services are performed for a requesting (secondary) agency at times other than the employee's normally scheduled hours of work, the employee may be granted compensation for these services.
- C. Employees who perform services during other than normally scheduled hours of work for their employing (primary) agency may be paid additional compensation, if such services constitute independent, additional duties over and above those of the employee's primary position within the agency. However, such additional services shall be restricted insofar as possible and shall be justified fully to the State Budget and Control Board.

Section II - Approval of Employment

- A. It is the responsibility of the agency heads of employing (primary) and requesting (secondary) agencies to determine the appropriateness of the dual employment request. Final approval must be granted by the State Budget and Control Board.



- B. In emergency situations, agencies may engage in tentative dual employment agreements, with prior written approval of the State Personnel Division, subject to final approval of the State Budget and Control Board.

### Section III - Compensation

- A. All compensation paid to the employee by the requesting (secondary) agency for services performed shall be in accordance with the State Classification and Compensation Plan, if applicable.
- B. If the duties to be performed are of a non-temporary and non-teaching nature, or more than 180 calendar days during any twelve-month period, these duties shall be documented by the requesting (secondary) agency and submitted to the State Personnel Division for classification. Compensation to the employee for performing the duties of the assigned position shall be paid in accordance with the allocated grade for that classification and under the guidelines of the Plan of Administration.
- C. If the duties to be performed are of a temporary nature, or less than 180 calendar days during any twelve-month period, these duties shall not be classified under the State Classification and Compensation Plan. However, compensation to the employee for performing these duties shall be paid only after submission of the intended rate of pay to the State Personnel Division and approval by the State Budget and Control Board. The maximum rate of compensation for such temporary work, other than a teaching assignment, shall not exceed 15% above the hourly or daily rate of the employee.
- D. Any compensation paid to the employee for providing to the employing (primary) agency additional services (extra duties) that are clearly beyond the regular or reasonable additional duties of the position shall not exceed the normal compensation rate paid to the employee for performing the duties of the primary position within that agency, and shall not exceed 15% of the employee's base pay for the period during which the extra duties are performed.
- E. Full time college and university faculty who carry course loads of at least nine credit hours or a higher load as approved by the Board of Trustees may teach in a special program or an overload course for supplemental compensation if the extra duties are in keeping with institutional purposes and the academic supervisor certifies that the extra duties are additional to, independent of, and do not interfere with the person's other teaching, research, and institutional duties. Faculty members carrying less than nine credit hours of instructional load are not eligible for supplemental compensation during the period when their load is fewer than nine hours. No faculty member may teach more than one course overload per semester.
- F. The State Board of Technical and Comprehensive Education shall determine, with Budget and Control Board approval, the minimum course or credit load for its various categories of instructors. Those faculty members who exceed the minimum teaching load may teach in a special program or an overload course for supplemental compensation if the extra duties are in keeping with institutional purposes and the academic supervisor certi-

fies that the extra duties are additional to, independent of, and do not interfere with the person's other teaching, research, and institutional duties. Faculty members carrying less than the minimum instructional load are not eligible for supplemental compensation during the period when their load is below the minimum. No faculty member may teach more than one course overload per quarter.

- G. The maximum rate of compensation for the teaching of seminars, workshops or special lectures shall not exceed \$50.00 per hour of actual lecture time. This rate provides for preparation time, which shall not be charged extra. If little or no preparation time is required, then the rate should clearly be reduced.
- H. The maximum rate of compensation for the teaching of a course of a quarter or semester duration shall not exceed 15% of the salary for the same base period. Such compensation will be allowed in the employing (primary) agency only in overload situations when the course to be taught is clearly in addition to the normal or reasonable workload of the faculty member.
- I. The maximum rate of compensation for a full-time work load for a summer session shall not exceed 2.5% of the employee's base pay for the immediately preceding academic year for each week of the summer session. Budget and Control Board approval of employment of institutional faculty to teach in summer school shall not be required, but institutions shall follow the above formula in determining compensation.
- J. The maximum rate of compensation for a single course in summer school shall not exceed 1.25% of the salary for the immediately preceding academic year for each week of the summer session. Budget and Control Board approval of employment of institutional faculty to teach in summer school shall not be required, but institutions shall follow the above formula in determining compensation.
- K. Faculty Compensation for the Summer Period.
  - (1) Compensation for full-time teaching, sponsored research and/or other officially approved duties performed during the summer months (between academic years), and not related to a regular summer session, shall not exceed the same level of pay, on a week-for-week basis, as for the immediately preceding academic year. Prior Budget and Control Board approval is required.
  - (2) For an employee whose base period is the full twelve months year, Board approval is required for any such duties outlined in (1) above and will be approved only under rare and exceptional circumstances. In each such case, the additional duties shall clearly be over and above the duties covered by the base pay and must be performed during non-duty hours. Full justification shall be submitted for the amount of compensation requested, and the Board will decide the rate of pay.
- L. Faculty Sponsored Research. Sponsored research engaged in during an employee's base period will be considered as compensated for in his base pay. Additional or extra compensation for such work will not

be allowed except under the most unusual circumstances and only with specific approval of the Budget and Control Board.

- M. Any compensation for any form of dual employment shall not be considered as increasing the base pay for the individual and shall not be reported by PAIS or to the Commission on Higher Education, along with the base pay, as the annual salary.
- N. The maximum amount of compensation for dual employment during any fiscal year within the employing (primary) agency shall not exceed 30% of the base pay. The maximum amount of compensation for dual employment within both employing (primary) and requesting (secondary) agencies shall not exceed 30% of base pay.

#### Section IV - Service on Boards, Commissions or Committees:

If the duties to be performed constitute service by the employee on a board, commission or committee for which a per diem allowance is to be awarded, no employee is eligible to receive such per diem allowance.

#### Section V - Approval of Compensation

No compensation shall be paid to an employee of the employing (primary) agency by that agency or by the requesting (secondary) agency for services rendered prior to the specific approval of the conditions and amount of compensation under the provisions of these Articles.

#### Section VI - Travel and Subsistence

Travel and subsistence paid to a State employee by a secondary agency shall be in compliance with provisions of the annual Appropriations Act.

#### Section VII - Fringe Benefits and Deductions

No person shall be eligible for any additional fringe benefits as a result of dual employment, including sick leave, military leave, State insurance, and holidays. However, dual employment compensation shall be subject to such tax and retirement deductions as the Comptroller General or law may stipulate.

### ARTICLE VIII. Reporting Requirements and Procedures

This Article sets forth the requirements and procedures for requesting, reporting of approvals or disapprovals and the maintenance of records pertaining to dual employment agreements within State government.

#### Section I - Requests for Dual Employment:

- A. The requesting (secondary) agency shall, in conjunction with the employing (primary) agency, present requests for dual employment to the State Budget and Control Board, through the State Personnel Division, using forms approved by the Division and containing at least the following information:



1. Name of requesting (secondary) agency
  2. Name of employee, classification title of position occupied, present salary of employee at the employing (primary) agency, including normally scheduled hours of work
  3. Name of employing (primary) agency
  4. Complete description of services to be performed, with inclusive dates describing duration of services and hours of work
  5. Amount and terms of intended compensation, including travel and subsistence, if applicable, and
  6. Signatures of the agency heads or their designees of both the requesting (secondary) agency and the employing (primary) agency authorizing the dual employment request.
- B. It shall be the responsibility of the requesting (secondary) agency to secure all pertinent information describing the conditions and terms of the dual employment agreement and present this information in a clear and complete format as a request for approval.
- C. Each request for approval of dual employment shall apply to only one specific dual employment situation.
- D. Any approval by the Budget and Control Board for dual employment shall be limited in duration to the specific time frame approved and cannot in any instance be longer than for twelve months. Any dual employment situation that exceeds twelve months in duration must be submitted annually with full justification to the Budget and Control Board for review and approval.
- E. The State Personnel Division shall develop and issue appropriate forms to allow collection and documentation of full information relative to dual employment requests.

#### Section II - Review of Requests

- A. The State Personnel Division shall review all requests for completeness of information and compliance with the provisions of these Articles.
- B. After appropriate review and consideration of the requests by the State Budget and Control Board, both the requesting (secondary) agency and the employing (primary) agency shall be notified of the approval or disapproval of the request, as appropriate.
- C. Decisions of the State Budget and Control Board will be final.

#### Section III - Maintenance of Records

- A. All agencies shall maintain current records pertaining to their participation in dual employment agreements, as either requesting (secondary) or employing (primary) agencies.

1. Name of requesting (secondary) agency
  2. Name of employee, classification title of position occupied, present salary of employee at the employing (primary) agency, including normally scheduled hours of work
  3. Name of employing (primary) agency
  4. Complete description of services to be performed, with inclusive dates describing duration of services and hours of work
  5. Amount and terms of intended compensation, including travel and subsistence, if applicable, and
  6. Signatures of the agency heads or their designees of both the requesting (secondary) agency and the employing (primary) agency authorizing the dual employment request.
- B. It shall be the responsibility of the requesting (secondary) agency to secure all pertinent information describing the conditions and terms of the dual employment agreement and present this information in a clear and complete format as a request for approval.
  - C. Each request for approval of dual employment shall apply to only one specific dual employment situation.
  - D. Any approval by the Budget and Control Board for dual employment shall be limited in duration to the specific time frame approved and cannot in any instance be longer than for twelve months. Any dual employment situation that exceeds twelve months in duration must be submitted annually with full justification to the Budget and Control Board for review and approval.
  - E. The State Personnel Division shall develop and issue appropriate forms to allow collection and documentation of full information relative to dual employment requests.

## Section II - Review of Requests

- A. The State Personnel Division shall review all requests for completeness of information and compliance with the provisions of these Articles.
- B. After appropriate review and consideration of the requests by the State Budget and Control Board, both the requesting (secondary) agency and the employing (primary) agency shall be notified of the approval or disapproval of the request, as appropriate.
- C. Decisions of the State Budget and Control Board will be final.

## Section III - Maintenance of Records

- A. All agencies shall maintain current records pertaining to their participation in dual employment agreements, as either requesting (secondary) or employing (primary) agencies.

- B. Modifications to, or extensions of, approved dual employment agreements in effect must be re-submitted for further consideration by the State Budget and Control Board.

ARTICLE IX. Exceptions to Policies and Regulations

The Board may approve, at its discretion, justifiable exceptions to these policies and regulations.

ARTICLE X. Effective Date

These policies and regulations are effective upon approval of the State Budget and Control Board and registration with the Secretary of State. These supersede any earlier policies, procedures, or regulations previously approved by the Board.



EXHIBIT V

**Liberty Life Insurance Company**

Post Office Box 179, Greenville, South Carolina 29602  
AC (502) 242-8429

J. B. Johnson, Jr.  
Vice President  
Group Insurance

June 30, 1976

Dr. Jack S. Mullins  
Director, Personnel Division  
State of South Carolina  
1205 Pendleton Street  
Columbia, South Carolina 29201

RECEIVED  
JUL 1 1976

S. C. STATE  
PERSONNEL DIVISION

Dear Dr. Mullins:

This letter summarizes our agreement made in the course of the last several weeks by phone and correspondence with Tillinghast & Company, Inc., concerning the State of South Carolina group case for the policy year beginning July 1, 1976:

- A. Employee life rates are to be increased 10% effective July 1, 1976.
- B. AD&D rates will remain unchanged.
- C. Dependent life rates will be unchanged but can be increased after several months if the experience of the first policy year so justifies.
- D. LTD rates will remain unchanged, but a retrospective premium increase may be requested if the experience is poor during the policy year. The retrospective arrangement will work as follows:

- (1) A retrospective premium will be payable if X exceeds Y,

$$\text{where } X = \frac{\text{LTD claims incurred}}{\text{LTD premiums earned}}$$

$$Y = 94\% - \frac{\text{allowances paid BLUES for prem. admn.}}{\text{LTD premiums earned}}$$

- (2) If payable, the retrospective premium, which in no case may exceed 35% of LTD premiums earned, will be calculated as follows:

$$\text{Ret. Prem.} = \frac{\text{LTD claims incurred}}{7} - \text{LTD premiums earned}$$

- (3) If retrospective premium payment is required, it will be determined during October, 1977. One-third of the premium will be due in October, one-twelfth of the premium will be due each month beginning in November and going through June, 1978.
- (4) The LTD claims incurred figures for items (1) and (2) above are equal to (a) + (b) - (c) where
- (a) is the claims payable during the policy year
  - (b) is the claims reserve as of July 1, 1977
  - (c) is a claims reserve as of July 1, 1976.

Claims payable during the policy year are equal to claims paid during the policy year plus the difference between the claims accrued but not paid at the end of the policy year less the claims accrued but not paid at the beginning of the policy year.

The claims reserve for July 1, 1976, will be determined as (1) the claims payable between July 1, 1976, and June 30, 1977, on claims incurred prior to July 1, 1977, plus (2) the reserve as determined from the 105% of the 1964 CDT Table Factors at 3% on those lives still disabled on July 1, 1977. These items are all to be discounted for interest to July 1, 1976. In addition, there will be a reserve for claims not yet reported. This amount will be set at 3% of incurred claims.

The claims reserve for July 1, 1977, will be as follows:

- (a) For claims incurred prior to July 1, 1976--the reserve defined in the "(2)" portion of the previous paragraph, plus
- (b) For claims incurred July 1, 1976, through June 30, 1977--determine the ratio of the July 1, 1976, claim reserve [(4) (c) described above] to the premiums earned for the 1975-76 policy year. The reserve will be the product of this ratio, and the premiums earned for the 1976-1977 policy year.

Dr. Jack S. Mullins  
Page Three  
June 30, 1976

- (5) In order to determine the LTD premium to be payable during the policy year beginning July 1, 1977, prior to April 1, 1977, Liberty will calculate a renewal premium based on a formula, developing claims incurred in a manner as consistent as possible with that described in (4) above.

If there are any questions concerning the above which need additional clarifications, please let me know.

We do appreciate the cooperation given by your office and Tillinghast & Company, Inc. with the above renewal. We look forward to being allowed to serve for many years as your group insurance carrier for Employee Group Life, AD&D, Dependent Life and Long Term Disability.

Sincerely,



J. B. Johnson, Jr.

JBj Jr/mgm

cc: Mr. W. P. Perry  
Mr. Steve Harrold  
Mr. C. E. Edwards



MEMORANDUM

TO: Earle E. Morris, Jr., Comptroller General  
FROM: L. K. Walton, Assistant Comptroller General  
SUBJECT: Consolidation of Accounts for State Board for  
Technical and Comprehensive Education  
DATE: July 14, 1976

At a meeting on July 1, 1976, Mr. Wyman Shealy asked if our office would object to consolidating all accounts listed in Part I, Section 30, Item II, Technical Education Institutions, 1976-77 Appropriations Act, under one heading entitled "Operating Expenses."

We told Mr. Shealy that since these appropriations were paid to the Tec Centers on a reimbursement basis, which left us with no detail on the individual payee, we could see no objection to consolidating these accounts. We did specify that the accounts be consolidated into three categories; Personal Service, Operating Expenses, and Permanent Improvements.

Since our meeting, I had an occasion to further discuss the above with Mr. Shealy and learned that we have the detail on two Tec Centers; Beaufort and Denmark. I indicated to him that I felt the line items from which these are paid should be left with sufficient funds to pay their obligations during fiscal year 76-77.

dmb

STATE OF SOUTH CAROLINA  
DIVISION OF GENERAL SERVICES  
BUDGET AND CONTROL BOARD

300 GERVAIS STREET, COLUMBIA, S. C. 29201



June 30, 1976

FURMAN E. McEACHERN, JR.  
DIVISION DIRECTOR  
803/758-2226

Mr. William Putnam, Secretary  
State Budget and Control Board  
Post Office Box 11333  
Columbia, South Carolina 29211

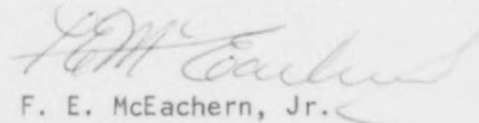
Dear Mr. Putnam:

In accordance with the Code of Laws of South Carolina, Article 7, Section 61-103, it is respectfully requested that Mr. Edward Jones, who will attain age seventy-two (72) May 20, 1977, be allowed to remain in State service for fiscal year 1976/77.

Mr. Jones, a loyal and dedicated employee of Surplus Property section since 1956, has proven to be very valuable and knowledgeable in Federal Surplus Property operations. His work record has been characterized by above average ratings. Mr. Jones is in good health and wishes to remain working until June 23, 1977, at which time he will reach mandatory retirement age.

Your consideration in this matter will be very much appreciated.

Very truly yours,

  
F. E. McEachern, Jr.  
Division Director

FEMjr:pes