Special Report

Conveniently Located

An Investigative Series on the use of the CoB for Personal Gain

Readers of usmpride.com are now familiar with allegations regarding EFIB Chair George Carter's use of USM facilities in the operation of his private business concern, Mississippi Consulting Group, Inc. Through a MORA request, usmpride.com has obtained some information from the USM Counsel's office regarding these allegations.

Lee Gore's Response

In a letter dated 29 November 2006, USM Counsel Lee Gore responded to a MORA request regarding Carter's use of USM facilities for his private business. That letter is inserted below:

The University of Southern Mississippi

University Counsel

118 College Drive #10051
Hattiesburg, MS 39406-0001
Tel: 601.261.2195
Fax: 601.261.2724
www.usm.edu

November 29, 2006

Rebecca Kathryn Jude, Esquire
Jude & Jude, PLLC
P. O. Box 17468
Hattiesburg, MS 39404-7468

RE: Dr. Marc DePree's October 5, 2006, Letter

Dear Ms. Jude:

I have reviewed the allegations made by Dr. DePree in his October 5, 2006, letter to Dr. Thames. In that letter, Dr. DePree alleges that Dr. George Carter is using university facilities in his private business. The mailing address in question is 118 College Drive, #7278, Hattiesburg, MS 39406-7278. In actuality, Dr. Carter rents that post office box pursuant to a general university practice of allowing faculty, staff and retirees to rent post office boxes. Please see the attached August 1, 2006, memorandum from David Williams, Postal and Vending Manager to "All Faculty, Staff & Retiree Post Office Box Holders".

Dr. DePree also alleges that Dr. Carter uses his USM e-mail address in his private business. After investigation, it is my conclusion that Dr. Carter's use of the address George.Carter@usm.edu is within the guidelines of acceptable use.

I note that in the third paragraph of page two of Dr. DePree's letter that he alleges he has been advised of "overreaching and/or possible misuse of university funds by certain business faculty". We would appreciate any information you have concerning such activities.

Sincerely,

Lee P. Gore
University Counsel

LPG/mw

cc: President Shelby Thames
N. Van Gillespie, Esquire
Dr. George Carter

Gore's letter offers essentially two responses. First, Carter rents a USM mailbox for his personal use. Second, Carter's use of the USM e-mail server is "within the guidelines of acceptable use."

usmpride.com's Response

To support his first response, Gore attached a memo from David Williams notifying all USM faculty/staff that the deadline for renewal of USM mailboxes is 31 August 2006. That memo is inserted below:

THE UNIVERSITY OF SOUTHERN MISSISSIPPI
POST OFFICE & VENDING SERVICES

I N T E R

MEMO

O F F I C E

TO: All Faculty, Staff & Retiree Post Office Box Holders

FROM: [redacted] David Williams
Postal & Vending Manager

SUBJECT: Post Office Box Renewal Notice

DATE: August 1, 2006

Payment is now due for the renewal of your personal post office box. The renewal rate is $40.00 (departmental size boxes are $150.00) and covers the period September 1, 2006 through August 31, 2007. Payment must be made by cash or check at the USM Post Office **prior to** August 31, 2006. Payments may also be mailed to:

The University of Southern Mississippi
118 College Drive #10074
Hattiesburg, MS 39406-0001
(Please make checks payable to: USM Post Office)

Boxes not paid for prior to the due date must be closed and all mail returned to the sender.

We appreciate your patronage and look forward to serving you in the upcoming year. Any questions you might have concerning your post office box may be directed to 6-4006.

So, it seems that Gore believes that a memo to all faculty/staff about an August 2006 deadline for mailbox renewal is evidence that George Carter rents a USM mailbox for MCG, Inc. business. Are we to suppose that the memo also corroborates the notion that Carter paid for the box from his personal funds, and not USM funds? One would think that documentation regarding Carter's lease and method of payment would have been provided in response to the MORA.

Regarding the second response, there is no language in IHL Guidelines for University attorneys to interpret "acceptable use" standards when it comes to using University facilities. Yet, Gore does so in his 29 November 2006 letter. This is at least the second instance of a Gore-provided interpretation of a Handbook or Policies document involving the actions of EFIB Chair George Carter. Just what is it about this tandem that produces this same situation over and over?