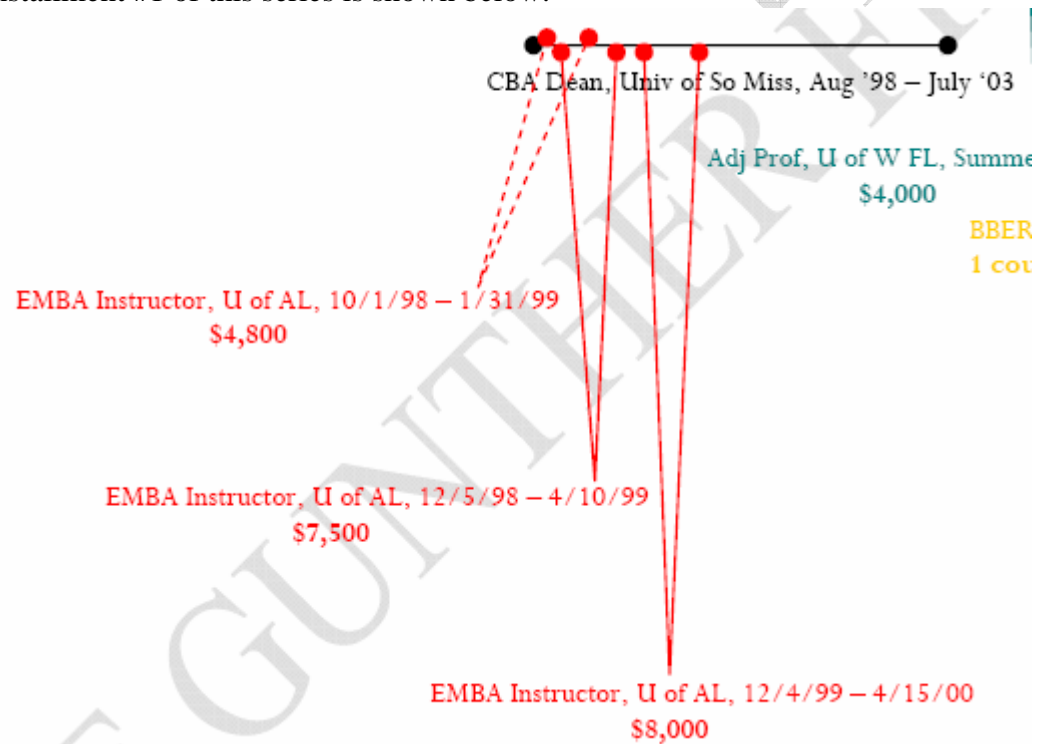


## GUNTHER'S PERMISSION SLIPS

The previous installment of **The Gunther File** ("The Gunther Timeline") showed that former CBA Dean, and current professor of economics/Director of the Bureau of Business and Economic Research, William Gunther spent a significant portion of his stint as CBA Dean under contract with the University of Alabama. Gunther earned more than \$20,000 from the University of Alabama by teaching in the U of AL Executive MBA Program between 1 October of 1998 and 15 April of 2000. The relevant portion of the timeline figure presented in installment #1 of this series is shown below:



The figure above shows that Gunther earned \$12,300 from 10/1/1998 until 4/10/1999, and another \$8,000 from 12/4/1999 until 4/15/2000. The first of these sums came in two payments -- \$4,800 for teaching from 10/1/1998 to 1/31/1999, and \$7,500 for teaching from 12/5/1998 to 4/10/1999.

In response to a request for documentation of Gunther's outside employment from Jude & Jude, PLLC, USM attorney Lee Gore responded on 7 December 2006 with the following letter:



**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](http://www.usm.edu)

**VIA FACSIMILE AND U.S. MAIL**

December 7, 2006

**(601) 579-8461**

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

RE: Dr. DePree's Public Records Request of December 6, 2006

Dear Ms. Jude:

Enclosed please find copies of the Permission to Engage in Outside Employment forms for Dr. William D. Gunther for the fiscal years 1998-1999 and 2001-2002.

Sincerely,



Lee P. Gore  
University Counsel

LPG/mw

cc: President Shelby F. Thames (w/o enclosures)  
N. Van Gillespie, Esquire (w/o enclosures)  
Dr. William D. Gunther (w/o enclosures)

According to Gore, Gunther filed forms for "Permission to Engage in Outside Employment" for the years 1998-1999 and 2001-2002. The first of these, 1998-1999, seemingly covers the two periods of instruction for parts of 1998 and 1999, when Gunther earned

\$12,300 teaching in the EMBA Program at the University of Alabama. The remaining period is not covered by the details in Gore's letter to Jude & Jude, PLLC. During that period of teaching for U of AL – 12/4/1999 to 4/15/2000 – Gunther earned \$8,000.

One of the two Permission forms filed by Gunther that are referenced in Gore's letter contains the following:

In accordance with regulations established by the Board of Trustees of Higher Learning, I hereby request permission to engage in outside employment or practice of profession.

NAME William D. Gunther SCHOOL/COLLEGE College of Bus. Ad.  
TITLE Dean, Professor of Economics DEPARTMENT \_\_\_\_\_

DESCRIPTION OF OUTSIDE ACTIVITY

Economic Analysis/Forecasts

NAME AND ADDRESS OF OUTSIDE ORGANIZATION

Various

AMOUNT OF TIME TO BE DEVOTED TO ACTIVITY (EXPLAIN)

No more than 1 day week.

This form does not pertain to teaching EMBA courses at the U of AL. Instead, it indicates that Gunther will be producing "Economic Analysis/Forecasts" for "Various" outside organizations. In doing so, Gunther promises to spend "No more than 1 day week".

This form was filed by Gunther on 6 September 2001, and was signed by CoB Associate Dean Farhang Niroomand in the space provided for signatures from the "Dean/Director." These dates and signatures, along with Gunther's certification that no USM resources (other than his own time) were to be used in this venture, are shown below:

WILL THIS ACTIVITY:

- UTILIZE UNIVERSITY FACILITIES AND/OR EQUIPMENT? YES ( ) NO (✓)
- UTILIZE UNIVERSITY SUPPORT PERSONNEL? YES ( ) NO (✓)
- UTILIZE UNIVERSITY SUPPLIES AND COMMODITIES? YES ( ) NO (✓)
- INTERFERE WITH NORMAL INSTITUTIONAL DUTIES? YES ( ) NO (✓)

IF YES TO ANY OF ABOVE, EXPLAIN

If additional space is required,  
attach a separate sheet.

W.D. Gunther      9-6-01  
Signature                      Date

-----

\_\_\_\_\_  
Department Chairman

\_\_\_\_\_  
Date

[Signature]      7/9/01  
V.P. Research &  
Extended Services      Date

[Signature]  
Dean/Director

9/6/01  
Date

[Signature]      9/10/01  
Other V.P.  
(as appropriate)      Date

\_\_\_\_\_  
Director, ORSP

\_\_\_\_\_  
Date

[Signature]      9-11-01  
President      Date

The second of the two forms filed by Gunther does pertain to teaching EMBA courses at the University of Alabama. The top part of this form is inserted below:

In accordance with regulations established by the Board of Trustees of Higher Learning, I hereby request permission to engage in outside employment or practice of profession.

NAME WILLIAM D. GUNTHER SCHOOL/COLLEGE CBA  
TITLE Prof of Econ / DEAN DEPARTMENT \_\_\_\_\_  
DESCRIPTION OF OUTSIDE ACTIVITY  
EXECUTIVE MBA Program, Spring 1999  
NAME AND ADDRESS OF OUTSIDE ORGANIZATION  
Manderson Graduate School of Business, The Univ. of Alabama  
AMOUNT OF TIME TO BE DEVOTED TO ACTIVITY (EXPLAIN)  
All but 1 class is on a Saturday. Leave will be taken for one Tuesday class.

In the spaces above, Gunther indicates that his outside activity is teaching in the "EXECUTIVE MBA PROGRAM" at the U of AL during "SPRING 1999." Thus, this form does not cover any of the EMBA teaching activity from 10/1/1998 to Christmas vacation (around 12/20/1998) that earned a portion of the \$4,800, nor any of the EMBA teaching activity from 12/5/1998 to Christmas vacation 1998 (around 12/20/1998) that earned a portion of the \$7,500. This form also does not cover any of Gunther's EMBA work at the U of AL over the 1999-2000 period, when Gunther earned an additional \$8,000.

The second form (above) was filed by Gunther on 2 November 1998, or more than 4 weeks after beginning his first EMBA period (10/1/1998). Thus, Gunther should not have failed to mention the 1998 teaching on this form. Unlike the first form (above), this form was not signed by any other CBA official. Finally, Gunther again certifies that he will not use any USM facilities to perform these duties. These details are all shown in the insert below:

WILL THIS ACTIVITY:

UTILIZE UNIVERSITY FACILITIES AND/OR EQUIPMENT? YES ( ) NO (✓)

UTILIZE UNIVERSITY SUPPORT PERSONNEL? YES ( ) NO (✓)

UTILIZE UNIVERSITY SUPPLIES AND COMMODITIES? YES ( ) NO (✓)

INTERFERE WITH NORMAL INSTITUTIONAL DUTIES? YES ( ) NO (✓)

IF YES TO ANY OF ABOVE, EXPLAIN

If additional space is required, attach a separate sheet.

W. D. Guntler  
Signature

11-2-98  
Date

\_\_\_\_\_  
Department Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
V.P. Research &  
Extended Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dean/Director

\_\_\_\_\_  
Date

Myron Henry  
Other V.P.  
(as appropriate)

11-19-98  
Date

L. King  
Director ORSP

\_\_\_\_\_  
Date

[Signature]  
President

11/25/98  
Date

THE

## Commentary

It is perhaps useful to back away from what appears to be Gunther's failure to obtain the proper permission to teach in the EMBA Program at the U of AL, wherein he earned more than \$20,000 over an 18 month period (approx.), and question the propriety of the whole episode. Why would Gunther even ask for, and why would USM grant, permission for a USM Dean to teach courses at another university (and in another state)? What would be the reaction of MS taxpayers to the discovery that its Attorney General is also teaching criminal law courses at LSU? What about Hattiesburg Mayor Dupree serving on a tourism board in Florida while Mayor of Hattiesburg? What about Margie Jepson doing PR work for Millsaps? What about Jeff Bower serving as a consultant for the U of Houston's football program?

Of course, there would be public outrage about each and every one of the hypothetical situations above. People paid by the taxpayers of MS to do a full-time job in MS that are also working on the side in similar capacities for "the competition" in other states would lead to a public outcry. The state's major media would be all over any one of these stories. The only thing that this particular story lacked was exposure. How comfortable would Gunther have been telling MS citizens back in 1998/99, via a letter to the editor of *The Clarion Ledger*, of his intentions to work for a public institution in a neighboring state (and earning \$20,000 doing so) while those same MS taxpayers were paying him a \$125,000 salary to manage a College at USM? We think you know the answer.