

6-22-1999

University of New Mexico Board of Regents Minutes for June 22, 1999

University of New Mexico Board of Regents

Follow this and additional works at: https://digitalrepository.unm.edu/bor_minutes

Recommended Citation

University of New Mexico Board of Regents. "University of New Mexico Board of Regents Minutes for June 22, 1999." (1999).
https://digitalrepository.unm.edu/bor_minutes/654

This Minutes is brought to you for free and open access by the University of New Mexico Board of Regents at UNM Digital Repository. It has been accepted for inclusion in Board of Regents Meeting Minutes by an authorized administrator of UNM Digital Repository. For more information, please contact disc@unm.edu.

THE MINUTES OF THE SPECIAL MEETING OF
THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

JUNE 22, 1999

The Regents of the University of New Mexico held a special meeting on Tuesday, June 22, 1999 in the Roberts Room of Scholes Hall. The only agenda item was approval of the University President's contract. A copy of the public notice of the meeting is on file in the Office of the President.

Regents Present:

Larry D. Willard, President
David A. Archuleta, Vice President (participated via conference telephone)
Mary A. Tang, Secretary/Treasurer
Jason Bousliman
Jack L. Fortner (participated via conference telephone).
Judith C. Herrera (participated via conference telephone)
Richard Toliver (participated via conference telephone)

Also Present:

Advisors to the Regents
Eric Anaya, President, Associated Students of UNM
Brian Colón, President, Graduate & Professional Students Association
Rick Maes, President, Staff Council

Members of the Administration, the media and others

Regent President Larry D. Willard called the meeting to order at 1:30 p.m.

ADOPTION OF AGENDA

Regent Judith Herrera moved to adopt the agenda. Regent Mary Tang seconded the motion.

Voice vote was taken and Board members unanimously approved.

Motion carried.

APPROVAL OF THE UNIVERSITY PRESIDENT'S CONTRACT

University Counsel Nick Estes presented President William C. Gordon's contract to the Regents for approval. The contract runs from March 25, 1999, the date Dr. Gordon was selected and approved by the Board, to June 30, 2004. Mr. Estes explained the terms of the contract and answered questions from Board members.

Regent Jack Fortner moved to approve the University President's contract. Regent Mary Tang seconded the motion.

Voice vote was taken and Board members unanimously approved.

Motion carried.

The University President's contract is hereby made a part of these minutes as Exhibit A.

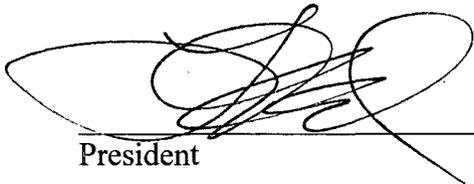
Regent Archuleta moved to adjourn the meeting. Regent Fortner seconded the motion.

Voice vote was taken and Board members unanimously approved.

Motion carried.

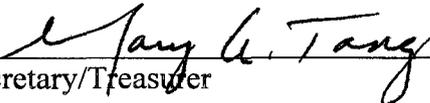
Meeting adjourned at 1:50 p.m.

APPROVED:



President

ATTEST:



Secretary/Treasurer

EXHIBIT A



June 30, 1999

The University of New Mexico

William C. Gordon
President's Office

Dear President Gordon:

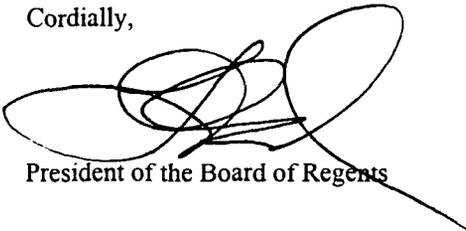
After consultation with the appropriate University administrators, it has been determined that your appointment status during the fiscal year 1999/2000 will be President and Professor of Psychology in a tenured status. The period of employment will be March 25, 1999 through June 30, 2000 for a total salary of \$251,721.16. Monthly installments of \$16,541.67 will be paid from March 25, 1999 through June 30, 2000 for 1.00 FTE.

This appointment is governed by applicable policies stated in the current *Faculty Handbook*, as amended from time to time, published and distributed by the university, and by relevant New Mexico state laws and regulations. Terms of appointment and an explanation of the tenure code are printed on the back of this form, with further amplification in the *Faculty Handbook*.

Please sign and return the yellow copy of this contract to the Faculty Contracts Office (Scholes Hall, Room 222) within the next ten days. The original is for your file.

Appointment includes other perquisites as described in Regent's Agreement.

Cordially,



President of the Board of Regents

I accept the appointment described above.

 7/14/99
Signature Date

253-74-0142

TENURE CODE:

- 1 = First year of an initial three-year Term appointment;
- 2 = Second year of an initial three-year Term appointment;
- 3 = Third year of an initial three-year Term appointment;
- 4 = First year of a second three-year Term appointment;
- 5 = Second year of a second three-year Term appointment;
- 6 = Third year of a second three-year Term appointment.

Term Appointment

The normal initial full-time appointment at the instructor and assistant professor levels will be a term appointment of three years. Faculty members with initial term appointments can expect to be employed, barring conditions over which the institution has no control, for a period of three years provided the member's performance continues to be satisfactory. During the third year of the faculty member's appointment, his or her performance will be evaluated. If this performance shows excellence or promise of excellence, and if the University's need for flexibility permits, the faculty member may be offered a second appointment of three years. A decision on whether tenure is merited according to *Faculty Handbook* criteria will be made in the sixth year for all persons granted a second three-year appointment. Faculty members not granted tenure in the sixth year will be given a terminal one-year appointment. For faculty members awarded tenure in the sixth year, tenure will be effective at the beginning of the seventh year. As is customary for probationary appointments, the initial three-year term will be increased by one-half year for appointments commencing Semester II. (See *Faculty Handbook*, page B-2.)

V = Visiting or Temporary Appointment

Persons on temporary one-year appointments may be reappointed for a second or third year if mutually agreeable to the faculty member and the department or college involved, or may be reappointed under a term contract. Full-time temporary appointments shall not exceed a total of three years of full-time service. (See *Faculty Handbook*, page B-1.)

P = Probationary Appointment

See Policy on Academic Freedom and Tenure (*Faculty Handbook*, pages B-1 through B-18).

T = Tenure Appointment

See Policy on Academic Freedom and Tenure (*Faculty Handbook*, pages B-1 through B-18).

N = Non-Probationary Appointment

Some administrators may be employed on non-probationary staff contracts or some may be given Letters of Academic Title showing secondary faculty titles. Such appointments shall normally imply continuation from year to year, but without presumption of tenure. This category of appointment cannot be used for full-time faculty members except at the rank of Lecturer. Unless otherwise indicated, *continuing part-time* faculty appointments are non-probationary.

E = Notice Contract

A notice contract is a one-year contract issued to a faculty member whom the University wishes to retain but cannot, at the moment, for financial or similar reasons. (See *Faculty Handbook*, footnote, page B-1.)

L = Terminal Contract**C = Clinician Educator**

Non-tenure track faculty. Implies continuation from year to year. (School of Medicine only.)

TERMS OF APPOINTMENT AND DATES OF CAMPUS DUTY – for faculty members employed on academic term basis:

Faculty members and academic administrators who are employed on an *academic term basis* serve according to the published academic calendar. Except for authorized holidays or other recesses listed in the academic calendar or otherwise announced, it is the obligation of each faculty member to perform all assigned duties and commitments within the period designated by the beginning and ending dates of service in this contract. It is understood further that each faculty member is expected to be available for campus duty one week before the start of Monday classes at the beginning of each regular semester. The period of duty for department chairpersons, if different from that of other faculty members employed on an academic term basis, will be determined by the several colleges.

TERMS OF APPOINTMENT AND VACATION POLICY – for faculty members and academic administrators employed on a fiscal year basis:

Faculty members and academic administrators employed full-time on a *fiscal year basis* accrue annual leave at a rate of 1.75 days per month of service for a total of 21 working days per year. A paid holiday in a vacation period is counted as a holiday not as a day of vacation. While vacations will be granted whenever possible to satisfy individual requests, continuity of operations must be maintained. Consequently, vacation must be scheduled with the approval of the dean or director concerned. Employees on contract with the University who are terminating their employment must either: (1) take their accrued vacation during the contract period in which they are terminating their employment, or (2) terminate in sufficient time prior to the end of the contract period so that payment of unused vacation credits will not exceed the total monies provided in the contract. (See *Faculty Handbook*, pages B-24 and B-25, for the complete vacation policy). Except for authorized holidays as officially designated each year and accrued vacations, it is the obligation of each faculty member to perform all assigned duties and commitments within the period designated by the beginning and ending dates of service in this contract.

Note: 1. If there is a variance between the provisions of this contract and the *Faculty Handbook*, the provisions of the *Faculty Handbook* govern.

June 30, 1999

William C. Gordon
 President
 Professor of Psychology
 President's Office

Dear President Gordon:

After consultation with the appropriate University administrators, it has been determined that your appointment status during the fiscal year 1999/2000 will be President and Professor of Psychology in a tenured status. The period of employment will be March 25, 1999 through June 30, 2000 for a total salary of \$251,721.16. Monthly installments of \$16,541.67 will be paid from March 25, 1999 through June 30, 2000 for 1.00 FTE.

This appointment is governed by applicable policies stated in the current *Faculty Handbook*, as amended from time to time, published and distributed by the university, and by relevant New Mexico state laws and regulations. Terms of appointment and an explanation of the tenure code are printed on the back of this form, with further amplification in the *Faculty Handbook*.

Other perquisites as described in Regent's Agreement.

Gordon, William C.
 253-74-0142
 Probationary Status: T

March 25, 1999 to June 30, 2000
 Salary: \$251,721.16
 FTE: 1.00

Payment Start Date	Payment End Date	Installment Amount	Installment No.	SAC
3/25/99	6/30/00	\$16,541.67	15.2174	

Account No.	Amount	Start Date	End Date
113015			

CONTRACT MEMORANDUM
(Please read notes before completing form)

Date 6/24/99

It is recommended that a contract be prepared as follows:

Name of Appointee William C. Gordon SS# 253-74-0142
First name Middle name or initial Last name
Address President's Office Total Salary \$251,984.75
Scholes Hall 160 *(15 months and 5 days)*
Basis of Service 12 months
(9 mos., 12 mos., other)

Position (Title and Department) (1) President; (2) Professor of Psychology

Term of Appointment (check one)

- Acad. Yr. Sem. I only Sem. II only Fiscal Yr.
 Other (explain) Tenured 3/25/99-6/30/2000

Date of starting employment 3/25/99

FTE Status (check one)

- Full-Time Part-Time (_____ %)

APPROVED: by Larry Willard, President of
Chairman the Board of Regents--see
Dean attached Employment Agreement

Type of Appointment (check one)

- Term⁶ (Code # _____) Visiting or Temporary⁷
 Non-Probationary⁸ Tenured¹⁰
 Probationary⁹ (with probationary period of _____ years)

VP/Academic Affairs _____
Budget Director _____

Job Requisition Number _____

Account Number(s) 1-13015-1100 9 month or 12 month BASE SALARY: \$ 198,500

Budget Reference _____

Re Reduced Probationary Period: If less than maximum probationary period (4 years for associate professors, 3 years for professors) is recommended, it is required that there be given below the reason for the reduction as well as a statement to the effect that a majority of the tenured members of the department has approved the reduction.

Re Installments: For nine-month appointments, please indicate ten or twelve installments _____
For visiting appointments, it must be 10 installments.

For New Hire: Please attach completed Biographical Record form or Curriculum Vitae.

IMPORTANT NOTES

- This is carbon-backed stock; no carbon is required.
- Do not use this form for appointments of Graduate, Teaching, or Research Assistants, or Teaching Associates.
- Prepare in quadruplicate; after dean signs, send all copies to Faculty Contracts Office.
- Indicate above in the blank space any unusual conditions of employment, such as:
(a) Exception to the maximum probationary period specified for each rank;
(b) Division of salary between 2 or more budgets (showing amounts chargeable to each).
- When signed contract has been returned, copies of this memorandum will be sent to dean and chairman.
- The normal initial full-time contract as Instructor or Assistant Professor is a term appointment of three years. See Faculty Handbook.
- Temporary appointments to the regular ranks do not normally lead to tenure, nor shall they exceed a total of three years. Appointments as Lecturer, Assistant Instructor, and all visiting appointments are temporary or non-probationary and do not lead to tenure.
- A number of persons may be employed in staff administrative posts—holding non-probationary Contracts or Letters of Academic Title carrying secondary academic titles. Such appointments shall normally imply continuation from year to year but without presumption of tenure. The non-probationary category cannot be used for full-time faculty, except as Lecturer.
- All probationary appointments require the prior approval of the Provost for Academic Affairs.
- All tenured appointments require prior approval of the Provost for Academic Affairs and consent of a majority of the tenured members of the department.

COPY

**THE REGENTS OF THE UNIVERSITY OF NEW MEXICO
EMPLOYMENT AGREEMENT
FOR PRESIDENT WILLIAM C. GORDON**

This Employment Agreement is entered into between President William C. Gordon ("Dr. Gordon") and the Regents of the University of New Mexico, a body corporate (the "Regents"), to become effective on March 25, 1999.

1. Employment. The Regents hereby employ Dr. Gordon as President of the University of New Mexico (the "University") to commence March 25, 1999, and Dr. Gordon hereby accepts such employment. As President, Dr. Gordon shall be the chief executive officer of the University and shall have charge of its administration under policies of the Regents of the University and applicable law. Dr. Gordon agrees that he will at all times faithfully, industriously, and with the best use of his experience, ability and talent, perform all of the duties required pursuant to the terms of this Employment Agreement and the Regents' official policies. Dr. Gordon is expected to devote his entire time, attention, and energy to the business of the University and shall not, during the term of this Employment Agreement, engage in any other business or professional activity (except for academic writing), whether for profit or compensation, without the prior permission of the Regents. Dr. Gordon's responsibilities include the duties of University President as set forth in the Regents' Policy Manual, as those responsibilities may be altered from time to time by the action of the Regents.

2. Term of Employment. The term of this Agreement is for a period of five (5) years and approximately three (3) months, commencing March 25, 1999 and terminating June 30, 2004, subject, however, to prior termination as provided in this Employment Agreement.

3. Goals and Evaluation. Dr. Gordon shall annually set forth to the Regents goals for the University for the coming year. Dr. Gordon's performance as President will be evaluated by the Regents annually.

4. Compensation.

(a) Salary. For the period March 25, 1999 through June 30, 2000, the University shall pay Dr. Gordon a monthly salary at the annual rate of One Hundred Ninety Eight Thousand Five Hundred Dollars (\$198,500.00). Dr. Gordon's annual salary rate will be increased for succeeding fiscal years by no less than the average annual percentage increase in faculty salaries.

(b) Fringe Benefits. In addition to those benefits specified in this Employment Agreement: Dr. Gordon will be entitled to all normal and customary fringe benefits extended to University faculty on administrative appointments, including but not limited to, annual leave, sick leave, retirement, medical and life insurance, workers compensation, and the right to participate in all optional insurance programs on the same basis as faculty members. In addition, Mrs. Gordon will be entitled to a UNM Lobo card.

(c) Deferred Compensation.

(1) In addition to the contribution to the Educational Retirement Fund as required by the University under State law, the University agrees to establish an annuity fund (the "Fund") and will add annually to the Fund an amount equal to 10% of Dr. Gordon's salary for the then current fiscal year. Such amount shall be paid on July 1 of each year of this Employment Agreement during its term. Amounts in the Fund shall accrue interest at a rate equal to the average investment total return earned by the UNM Foundation for those Endowment Funds managed by the UNM Foundation on behalf of the University. The University will report the accrued value of the Fund to Dr. Gordon in writing on or about September 30 of each contract year. The Fund will be subject to the claims of general creditors of the University.

(2) Subject to the provisions of paragraph 4(c)(3) below, if Dr. Gordon's employment as President continues until June 30, 2004 or if prior to June 30, 2004 Dr. Gordon's

employment as President is terminated at the request of the Regents pursuant to paragraph 9(f) ("Termination at Request of Regents"), the current value of the Fund as of Dr. Gordon's last day as President will be deemed to have fully vested and become nonforfeitable as of that date and will be paid over to him after that date as hereinafter set forth.

(3) Notwithstanding the provisions of paragraph 4(c)(2) above, if Dr. Gordon resigns as President effective any time prior to June 30, 2004 or if Dr. Gordon's employment as President is terminated by the Regents for just cause under paragraph 9(e), the obligation of the University to pay to Dr. Gordon the accrued balance in the Fund shall terminate.

(4) All amounts contributed under paragraph 4(c)(1) and the earnings thereon, if not forfeited pursuant to paragraph 4(c)(3) above, will be distributed to Dr. Gordon not at his option but under the following five year payment schedule (the "Payout Period"): (1) 20% of the total on January 1st of the first year following the last day of his service as President of the University; (2) 25% of the remaining total the following January 1st; (3) 33% of the remaining total the following January 1st; (4) 50% of the remaining total the following January 1st; and (5) 100% of the remaining total the following January 1st. Any investment income that is earned on the remaining balance in the Fund during the period of distribution, will also be made available to Dr. Gordon as part of the scheduled distribution. In the event of Dr. Gordon's death or permanent disability while employed at the University as President, or during the Payout Period, the remaining balance and income in the Fund up to the date of his death or disability will be payable to him or to his designated beneficiary in full.

5. Tenure. In addition to the position of President, the University acknowledges that Dr. Gordon is a full professor with tenure in the Department of Psychology. At such time as he may return to a position in the Department of Psychology, Dr. Gordon will in all years

be entitled to a salary which is at least equal to the highest salary of any professor in the Department of Psychology so long as Dr. Gordon is teaching a full class load or, if he is not teaching a full class load, at least a pro rata amount of such salary.

6. University House. Dr. Gordon and his family shall not be required to live in University House but it will be kept available for University social functions and for occasional overnight use by Dr. Gordon, his family, and guests. Dr. Gordon and his family may move into University House at any time during the term of this Agreement at their discretion. The residence and its grounds shall be maintained in a good state of repair by the University and shall be furnished at the cost of the University. Additional furnishings needed shall be selected under the direction of President and Mrs. Gordon and shall not exceed a cost of Twenty Five Thousand Dollars (\$25,000) and shall be owned by the University. The University shall provide all utilities. Dr. Gordon shall be responsible for insurance on any of his family's personal property in the residence; the University shall provide other appropriate insurance including liability insurance. The University shall continue to employ an individual to assist with entertaining, housekeeping, and other household functions.

7. Automobile. Dr. Gordon will be entitled to the use of an automobile leased by the University, the maintenance, operating, insurance and lease costs of which will be paid by the University.

8. Entertainment and Travel Expenses. The reasonable costs of all official entertainment and travel by Dr. Gordon will be reimbursed or paid by the University. These expenses will be audited annually by the University's external auditor. Dr. Gordon may attend educational conferences, conventions, seminars, other professional growth activities, and other meetings to advance the interests of the University, and the reasonable expenses connected therewith shall be reimbursed, including membership in appropriate professional and service

organizations. Travel expenses for official trips by Mrs. Gordon shall also be reimbursed from funds made available for presidential travel and entertainment by the UNM Foundation. Child care expenses as needed during official social functions and official travel shall also be reimbursed by the University. Membership fees and dues in one social club selected by Dr. Gordon shall be paid by the University. All reimbursements shall be on a monthly basis.

9. Termination. This Employment Agreement may be terminated by:

(a) Mutual written agreement of the parties.

(b) Resignation by Dr. Gordon, provided, however, Dr. Gordon gives the Regents at least one year's written notice of his resignation, unless a lesser period of notice is mutually agreed upon.

(c) Mental or physical incapacity which makes the performance of duties impossible. In the event Dr. Gordon becomes disabled due to accident, mental or physical illness or for any reason becomes incapable of performing the requirements of this Employment Agreement, the Board of Regents, by a vote of a majority of all the Regents, shall have the right to terminate this Employment Agreement. If the Board determines that Dr. Gordon may be disabled, the Board reserves the right to require Dr. Gordon to submit to a medical examination, either physical or mental, by a physician licensed to practice medicine, selected by the Board at University expense. If the Board determines in the manner stated above that Dr. Gordon is disabled and cannot perform the requirements of this Agreement, he shall receive his then current monthly salary for another six (6) months. This determination shall not affect his rights as a tenured faculty member as specified in paragraph 5.

(d) Death of Dr. Gordon.

(e) Discharge for just cause. A majority of all of the Regents must vote to dismiss for just cause, after giving Dr. Gordon the opportunity to appear before the Board to discuss the notice of dismissal, such meeting to be conducted in executive session. The term "just cause" shall encompass its normally understood meaning in employment contracts, including as examples, dishonesty, willful misconduct, the refusal or unwillingness to perform

the duties and responsibilities of the office of President in good faith or to the best of one's ability, insubordination, prolonged absence from duty without the consent of the Regents, or any conduct which is in violation of the criminal statutes of New Mexico or of Federal law and involves moral turpitude.

(f) Termination at the request of the Regents. The Regents shall have the right to terminate this Employment Agreement for the best interests of the University upon a majority vote of all of the Regents, and request that Dr. Gordon assume a position as tenured professor in the Department of Psychology as provided in paragraph 5 of this Employment Agreement. In such event Dr. Gordon would continue to be paid the salary and benefits provided in paragraph 4 through the end of the term of this Employment Agreement

10. Merger. This Employment Agreement contains the complete agreement concerning the employment arrangement between the parties and shall, as of the effective date hereof, supersede all other agreements between the parties. The parties stipulate that neither of them has made any representation with respect to the subject matter of this Employment Agreement except such representations as are specifically set forth herein and each of the parties acknowledges that it has relied on its own judgment in entering into this Employment Agreement.

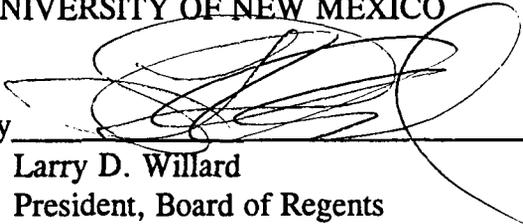
11. Modification of Contract. No waiver or modification of this Employment Agreement or of any covenant, condition or limitation herein shall be valid unless in writing and duly executed by the party to be charged therewith, and the said parties further agree that provisions of this section may not be waived except as herein provided.

12. Waiver of Breach. No waiver of either party of any rights under this Agreement will be valid unless set forth in a writing signed by that party. The failure of either party to insist upon strict performance of this Employment Agreement shall not be construed as a waiver.

13. Governing Law. This Employment Agreement has been entered into by the parties in the City of Albuquerque, and is to be construed as a contract in accordance with the laws of the State of New Mexico.

14. Regent's Approval. This Employment Agreement is subject to approval by the Board of Regents and upon approval shall be effective as of March 25, 1999.

UNIVERSITY OF NEW MEXICO

By 
Larry D. Willard
President, Board of Regents

Date: 6-22-99

Attest: 
Mary Tang
Secretary/Treasurer

Accepted: 
William C. Gordon
President

Date: 6/23/99