

2015

Board of Regents Meeting Materials, July 20, 2015

Eastern Michigan University

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BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

SECTION: 1
DATE: July 20, 2015

**RECOMMENDATION TO AMEND THE EMPLOYMENT CONTRACT
OF DR. SUSAN MARTIN**

ACTION REQUESTED

It is recommended that the Eastern Michigan University Board of Regents amend the employment contract of Dr. Susan Martin to approve an unpaid administrative leave of absence from August 18, 2015 to June 30, 2016 in accordance with the attached amendment. It is further recommended that the Chair of the Board of Regents be delegated the authority to sign the Amendment.

STAFF SUMMARY

Dr. Martin is currently on a twelve month sabbatical leave that began on July 8, 2015. Dr. Martin has been appointed the Interim President of San Jose State University effective August 18, 2015 and ending on June 30, 2016, at which time Dr. Martin plans to return to Eastern Michigan University. Because Dr. Martin's appointment at San Jose State University is a fixed term appointment and she plans to return to Eastern Michigan University, it is appropriate to amend her Employment Contract to allow her to interrupt her sabbatical in order to take an administrative leave so that she may assume the interim presidency at San Jose State University. The administrative leave will be without pay or benefits.

Granting Dr. Martin an administrative leave will have significant benefits for Eastern Michigan University. While she is the interim president of San Jose State, Dr. Martin will enrich her already deep experience serving a sophisticated, complex and diverse university. She will bring this additional experience back to Eastern Michigan University to support her scholarly, teaching and service responsibilities to the benefit of the Eastern Michigan University faculty and, importantly, the students she will teach and mentor.

FISCAL IMPLICATIONS

There are no fiscal implications. Dr. Martin's administrative leave will be without pay or benefits from Eastern Michigan University.

ADMINISTRATIVE RECOMMENDATION

The proposed Board action has been reviewed and is recommended for Board approval.

University Executive Officer
Gloria A. Hage

Date

AMENDMENT TO EMPLOYMENT CONTRACT OF DR. SUSAN MARTIN

This AMENDMENT made this 20th day of July, 2015 hereby amends the May 10, 2013 Employment Contract, and its subsequent amendments, between the Board of Regents of Eastern Michigan University (Board) and Susan W. Martin, Ph.D. (President Emeritus) as follows:

Provision 13 is amended as follows:

13.0 Faculty Appointment.

13.1 In addition to the position of President, the President (Dr. Martin) will be appointed to the position and rank of Full Professor with tenure within the University's Department of Accounting and Finance, College of Business. Upon the President's resignation from the position of President, the Board's termination of this Employment Agreement, or the natural expiration of this Employment Agreement, the President will assume the tenured position of Full Professor within the Department of Accounting and Finance, College of Business. Her duties and responsibilities in this position, unless otherwise directed, will be consistent with those of all other similarly situated faculty members. Prior to beginning her duties in this full-time faculty position, and subject to all pre-conditions and requirements set forth in Sections 13.2 and 14.3, the President will be granted a twelve month sabbatical leave and during the leave the Board shall pay the President an amount equal to her most recent annual base salary and shall continue fringe benefits.

This sabbatical leave may be interrupted one time by a fixed term administrative leave, which will be granted for the purpose of allowing the President to serve as the interim President of San Jose State University from August 18, 2015 to June 30, 2016. The dates of the administrative leave will be from August 18, 2015 to June 30, 2016. The administrative leave will be without pay or benefits. During this period the President's classification will be as an Administrative Professional. The sabbatical will be resumed no later than July 1, 2016 under the same terms and conditions as set forth in this Agreement. If the President is not eligible to resume and/or does not resume the sabbatical by July 1, 2016, she will be deemed to have resigned from the University. The total sabbatical leave, both prior to and after the administrative leave, shall not exceed twelve months.

All other provisions of the President's Employment Contract and subsequent amendments shall remain in effect.

IN WITNESS WHEREOF, THE Board and Dr. Martin have executed this Amendment to May 10, 2013 Employment Contract and subsequent amendments as of the date first above written.

EASTERN MICHIGAN UNIVERSITY

By: _____
Michael Morris
Chair, Board of Regents

By: _____
Susan Martin, Ph.D
President Emeritus