

**BOARD OF REGENTS**  
EASTERN MICHIGAN UNIVERSITY

<b>SECTION: A</b>
<b>DATE:</b> April 18, 2024

**RECOMMENDATION**

**AGREEMENT TO APPROVE EMPLOYMENT CONTRACT  
AMENDMENT**

**ACTION REQUESTED**

It is recommended that the Board of Regents of Eastern Michigan University authorize and execute the attached Fourth Amendment to President James M. Smith's Employment Contract.

**STAFF SUMMARY**

The attached Fourth Amendment to President's Employment Contract (the "Amendment") adjusts the President's annual salary to \$482,710 representing a 3% increase consistent with the annual increase available to all eligible EMU employees in the Administrative Professional group in 2023. All other aspects of President Smith's Employment Contract with the University remain the same.

**FISCAL IMPLICATIONS**

The President's salary shall be \$482,710, retroactive to July 1, 2023.

**ADMINISTRATIVE RECOMMENDATION**

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



University Executive Officer

April 16, 2024  
Date

## **FOURTH AMENDMENT TO PRESIDENT'S EMPLOYMENT CONTRACT**

This Fourth Amendment to the President's Employment Contract shall be effective April 18, 2024 between the Eastern Michigan University Board of Regents ("the Board") and Dr. James Michael Smith ("President"), (collectively the "Parties").

WHEREAS, the Board and the President are parties to that certain President's Employment Contract dated February 12, 2016, (the "Agreement"), as well as a First Amendment to the Agreement dated October 25, 2019; a Second Amendment to the Agreement dated May 4, 2020; and a Third Amendment to the Agreement dated December 8, 2022; and

WHEREAS, the Parties now desire to amend the Agreement;

NOW, THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the Parties agree as follows:

### **1. Amendment to Section 4.1 – Salary and Bonus**

The parties hereby amend Section 4.1 to read as follows:

For all services rendered under this Agreement, the university shall pay President an annual base salary of four hundred eighty two thousand seven hundred ten dollars (\$482,710), payable per the University's standard payroll procedures. All such compensation shall be subject to the customary withholding tax, social security tax, and other employment taxes as may be required by the State of Michigan and the United States of America. The President's salary at this rate shall be retroactive to July 1, 2023.

### **2. Confirmation and Integration**

Except as expressly amended by this Amendment, the parties hereby confirm and ratify the Agreement in its entirety. The Agreement, as amended hereby, constitutes the entire agreement between the parties and their predecessors pertaining to the subject matter of the Agreement, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the parties and their predecessors in connection therewith.

### **3. Counterparts**

This Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.

### **4. Headings**

The section headings herein are for convenience only and do not define, limit, or construe the contents of such sections.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives, all done the day and year first above written.

EASTERN MICHIGAN UNIVERSITY  
BOARD OF REGENTS

PRESIDENT

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_