



EMPLOYMENT CONTRACT

The Michigan Independent Citizens Redistricting Commission (MICRC) retains Edward Woods III (Employee) to provide the Executive Director services to the MICRC. The services provided to the MICRC will be pursuant to the following terms and conditions in this Contract.

1. **Parties/Purpose**

- 1.1 **Parties.** The parties to this Contract are the MICRC and Employee. MICRC agrees to pay all fees and costs associated with the services rendered after review and approval by the MICRC.
- 1.2 **Purpose:** The MICRC and Employer agree that he will provide the services described in the job descriptions attached to this Contract.

2. **Term of Contract**

The initial term of this contract is October 1, 2023, through September 30, 2024, or until 60 days after the MICRC goes dormant prior to September 30, 2024, whichever occurs first.

The Contract may be extended at the option of the MICRC upon thirty (30) calendar days written notice to the Employee and mutual agreement of the parties.

The Contract may be terminated for any reason or no reason upon thirty (30) days written notice by either the MICRC or the Employee.

3. **Compensation for Services Provided**

The total amount of compensation for services and expenses during the term of the Contract shall not exceed the contract value set forth on the Contract, unless otherwise amended by a contract addendum.

- 3.1 **Rate of Pay.** The Employee shall be paid \$73.07 per hour for each of the hours worked on a weekly basis. Employee shall be eligible for overtime for hours exceeding **40 hours** worked per week.
- 3.2 **Part-Time Employment.** The Employee shall be employed on a part-time basis.
- 3.3 **Reimbursement for Actual Expenses.** MICRC reserves the right to deny reimbursement of any expenses for which approval was not sought

Commented [EW1]: Changed from 30



pursuant to this Contract. Travel expenditures, based on standard State of Michigan guidelines, and office supplies will be eligible for reimbursement.

- 3.4 Paid Time Off. The employee shall accrue paid time off (“PTO”) of 2.0 business days per complete month of work beginning Jan. 1, 2024. PTO similarly accrued during an extension of the initial contract term. Accrued PTO may be used as individual or consecutive days off during the contract term. PTO may be used as vacation time, sick time, or take care of personal matters. Accrued PTO does not modify the “Rate of Pay” set forth in Subsection 3.1
- 3.5 Holidays. The employee shall have the state observed holidays set forth in Legal Holidays, Public Act 124 of 1865, being MCL 435, *et seq.* off with four hours of pay per holiday. This does not modify the “Rate of Pay” set forth in Subsection 3.1. All state observed holiday paid time off shall be observed on the date set forth in state law.

Commented [EW2]: Changed from 1.0 business day to 2.0 business days effective Jan. 1, 2024

4. Representations

- 4.1 Qualifications. Employee, by signing this contract, attests that he is qualified to perform the services specified in this Contract and agrees to perform the services faithfully and diligently.
- 4.2 Services to be Confidential. Employee shall keep confidential all services and information, including records and reports. Employee shall not divulge any information to any person other than authorized representatives of the MICRC, except as required by testimony under oath in judicial proceedings, or as otherwise required by law. Employee shall take all necessary steps to ensure that no member of his business entity divulges any information concerning these services. This includes, but is not limited, to information on the Employee's computer system, if any.
- 4.3 Assignments and Subcontracting. Employee shall not assign or subcontract any of the work or services to be performed under this Contract without prior written approval of the MICRC.
- 4.4 Media Releases. News releases, promotional materials, and commercial advertisements pertaining to the Employee's work will be shared with the MICRC prior to submitting to the media or publishing.
- 4.5 Non-Discrimination. Under the Elliott-Larsen Civil Rights Act, 1976 PA



453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1972 PA 220, MCL 37.1101, et seq. Employee agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.

- 4.6 Conduct. Employee agrees to be bound by the MICRC Code of Conduct and the State of Michigan Standards of Conduct for Public Officers and Employees, Public Act 196 of 1973, MLC 15.341, et seq.
- 4.7 Legal Representation. Although Employee is not a member of the classified civil service, Employee will be entitled to request Legal Representation in the manner set forth in Civil Service Rule 2-19 and any applicable Civil Service Regulations.
- 4.8 Compliance. Employee's activities under this Contract are subject to applicable State and Federal laws.

5. Termination of Contract

Employee may be terminated as set forth in paragraph 2 and pursuant to the Michigan Constitution 1963, Art IV, § 6.

6. General Provisions

- 6.1 Governing Law and Jurisdiction. This Contract is subject to and constructed according to the Laws of the State of Michigan, and no action shall be commenced against the MICRC, its designee, agents, or employees for any matter whatsoever arising out of the Contract, in any courts other than the Michigan Court of Claims.
- 6.2 Retention of Documents. All documents and records of any kind, either written or electronic, pertaining to the MICRC are property of the MICRC, and at the conclusion of the Employee's term of employment, or before if requested, shall be preserved and turned over to the MICRC.
- 6.3 No Waiver. A party's failure to insist on the strict performance of this Contract shall not constitute waiver of any breach of the Contract.



- 6.4 Additional Employees. It is understood that during the term of this Contract, MICRC may contract with other employees providing the same or similar services.
- 6.5 Other Debts. Employee agrees that he is not, and will not become, in arrears on any contract, debt, or other obligation to the State of Michigan, including taxes.
- 6.6 Invalidity. If any provision of this Contract or its application to any persons or circumstances shall, to any extent, be judicially determined to be invalid or unenforceable, the remainder of this Contract shall not be affected thereby, and each provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.
- 6.7 Headings. Contract section headings are for convenience only and shall not be used to interpret the scope or intent of this Contract.
- 6.8 Entire Agreement. This Contract represents the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties.
- 6.9 Amendment. No Contract amendment shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, and is signed by duly authorized representatives of all parties and all the requisite State approvals are obtained.
- 6.10 Issuing Office. This Contract is issued by the MICRC and is the only State office authorized to change the terms and conditions of this Contract.

MICRC

Employee

**Cynthia Orton, Chair
MICRC**

Edward Woods III

Date: Dec. 28, 2023

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