STATE OF MICHIGAN

COURT OF APPEALS

DAVID TENNISWOOD, Plaintiff-Appellant,	UNPUBLISHED December 28, 1999
v	No. 211282 Oakland Circuit Court
SATURN ELECTRONICS & ENGINEERING, INC, Defendant-Appellee.	LC No. 97-000377 CK

Before: Saad, P.J., and McDonald and Gage, JJ.

PER CURIAM.

Plaintiff appeals by right the order granting defendant's motion for summary disposition pursuant to MCR 2.116(C)(10). We affirm. This appeal is being decided without oral argument pursuant to MCR 7.214(E).

On March 21, 1995, plaintiff signed a written employment agreement with defendant. Plaintiff maintains that after this agreement was signed, he reached an oral contract with defendant through a representative. Plaintiff maintains that this oral agreement provided that in exchange for his consent to a merger, plaintiff was to be paid one years' salary if he refrained from competing with defendant for one year after the end of his employment.

Plaintiff voluntarily terminated his employment on December 31, 1995, and refrained from competing with defendant. In a letter dated February 12, 1996, plaintiff sought payment of one years' salary under the terms of his employment contract. Plaintiff then filed this action.

The trial court granted defendant's motion for summary disposition, finding that plaintiff's claim was precluded by the written employment agreement. Plaintiff asserts that the oral contract was independent of the written agreement, and the parties waived a provision that precluded oral modifications. We disagree.

Under ordinary contract principles, if contractual language is clear, construction of the contract is a question of law for the court. *Meagher v Wayne State University*, 222 Mich App 700, 721; 565

NW2d 401 (1997). Parol evidence is not admissible to vary a contract that is clear and unambiguous. *Id*, 722. If the contract fairly admits of but one interpretation, it is not ambiguous. *Id.*

Here, the contract contains unambiguous provisions stating that the agreement sets forth the entire understanding on the subject matter of the parties, and that the agreement may not be modified, waived or discharged unless that action is agreed to in a writing signed by the executive and majority of the board of defendant.

The subject matter of the oral agreement was already incorporated in the written contract. The contract included provisions regarding non-competition and for compensation in the event of plaintiff's termination. Both the written contract and the alleged contract were entered into as part of a merger process. If the oral agreement preceded the written contract, its terms are superseded by the written contract. *Scholz v Montgomery Ward & Co,* 437 Mich 83, 90; 468 NW2d 845 (1991). If the oral agreement was reached after the written contract, it is unenforceable under the provision precluding oral modification. *G P Enterprises v Jackson National Life Ins Co,* 202 Mich App 557; 509 NW2d 780 (1994). In response to defendant's motion, plaintiff presented no evidence that could establish a waiver of the no oral modification provision, and the trial court properly granted summary disposition to defendant under MCR 2.116(C)(10). *Id.*

Affirmed.

/s/ Henry William Saad
/s/ Gary R. McDonald
/s/ Hilda R. Gage