

## SEPARATION AGREEMENT AND RELEASE OF CLAIMS

This Separation Agreement and Release of Claims (hereinafter "Agreement"), is entered into by and between **Walter Norris, Jr.** (hereinafter "**Mr. Norris**"), and **Ypsilanti Housing Commission** (hereinafter "**YHC**"). This Agreement is executed by and on behalf of Mr. Norris, his heirs, personal representatives, administrators and assigns, and YHC, its Commissioners, departments, boards, subdivisions, employees, attorneys, insurers, agents, officers, elected and appointed officials, successors and assigns. Mr. Norris and YHC agree as follows:

1. **Retirement and Last Day of Service:** Mr. Norris' last day of service with YHC was August 4, 2012. Mr. Norris' offered his resignation on August 4, 2012. The parties agree that Mr. Norris retired from YHC effective August 4, 2012.

2. **Payments:** YHC agrees to pay Mr. Norris the sum of fifty eight thousand four hundred eighty four dollars and eighty-eight cents (**\$58,484.88**) as follows:

- a. Accrued Vacation Pay as of 8/4/20: **\$7,962.52**
- b. Accrued Personal Leave as of 8/4/2012: **\$2,032.44**
- c. 50% of Accrued Sick Leave as of 8/4/2012: **\$21,323.88**
- d. Payroll continuation in a total amount of: **\$26,578.04**
- e. Two months health insurance continuation: **\$588.00**

Of the above items, items a.-c. shall be paid to Mr. Norris through payroll in a lump sum at the time of the first regular payroll run taking place immediately after expiration of the seven day revocation period described below. Item d. shall be paid in the form of payroll continuation in equal installments over a 90 day period also beginning on the first payroll run immediately after expiration of the seven day revocation period described below. Item e. will be paid in the form of a reimbursement check upon proof of payment submitted to YHC by Mr. Norris.

3. **Transition:** Mr. Norris agrees to provide reasonable assistance in transferring accounts, authorizations and other routine transition issues for 90 days after the execution of this document.

4. **Future Services:** Nothing in Paragraphs 1 or 2 shall prevent Mr. Norris from working with YHC on a consultant basis, at the sole discretion of YHC. Mr. Norris agrees that he has no right to future employment of any kind with YHC or any affiliated entity.

5. **Acknowledgement:** The parties acknowledge that a portion of the payments by YHC referenced in Paragraph 2 include amounts which Mr. Norris would not otherwise receive and represents real consideration in exchange for this full and final release and waiver of all claims by Mr. Norris.

6. **Waiver and Release of Claims:** In consideration for YHC's signing of this Agreement, and the consideration referenced above, Mr. Norris, for himself, his successors, representatives, heirs and assigns, releases and discharges YHC, its past and present Board of Commissioners, departments, boards, subdivisions, affiliated entities, employees, attorneys, insurers, agents, officers, elected and appointed officials, successors and assigns, from any and all suits, causes of action, complaints, charges, grievances, obligations, demands, or claims of any kind, whether in law, equity, administrative agency, or arbitration, either direct or indirect, known or unknown ( "Claims"), which Mr. Norris ever had or now has as of the date of this Agreement based on his employment with and separation from employment with YHC. This Agreement specifically includes but is not limited to:

- a. Any and all claims for wages or fringe benefits; for himself, his successors, representatives, heirs and assigns, thereby releases and
- b. Any and all claims for wrongful discharge or breach of express or implied contract;
- c. Any and all claims of alleged employment discrimination in violation of federal, state or local statute, ordinance, judicial precedent or executive order, including but not limited to claims of discrimination on the basis of age, race, color, religion, sex, national origin, veteran status, disability and/or handicap, height or weight, as well as claims under Title VII of the Civil Rights Act as amended, 42 U.S.C. 2000e et seq., the Age Discrimination in Employment Act, 29 U.S.C. 621 et seq., the Americans with Disabilities Act, 42 U.S.C. 12101 et seq., the Rehabilitation Act of 1972 as amended, 29 U.S.C. 701 et seq., the Family and Medical Leave Act of 1993, 29 U.S.C. 2601, et seq., the Elliott-Larsen Civil Rights Act, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, as amended, 37.1101 et seq., and any other applicable federal, state or local law, rule or ordinance of any kind;
- d. Any and all suits in tort, including but not limited to any prior claims for misrepresentation, invasion of privacy, negligence, defamation, prior libel, slander, interference with contract or prospective economic advantage, intentional infliction of emotional distress, work-related injury or illness;
- e. Any and all claims for commission, compensation or damages of any kind;
- f. Any and all claims under any federal or state statute relating to employee benefits or pensions (except claims as to any benefits, such as pension,

already vested or other retirement benefits that Mr. Norris is already entitled to), as well as any claims for failure to reimburse MERS or other benefits or pension funds;

- g. Any and all claims for attorney fees and costs except as otherwise provided herein;
- h. Any and all contractual claims, including claims or grievances on his behalf made pursuant to a collective bargaining agreement or individual employment contract;
- i. Any and all claims arising out of the United States Constitution or the State of Michigan Constitution, including, but not limited to, any and all due process or equal protection claims;
- j. Any and all suits or administrative claims of any nature now pending in any forum whatsoever.

**7. Express Waiver under Age Discrimination in Employment Act:** Mr. Norris confirms that this Agreement includes a release and waiver of all claims that he may have against YHC under the Age Discrimination in Employment Act, 29 USC §621 et seq, and confirms that he has had the opportunity to consider this Agreement for at least 21 days before signing this Agreement on the date indicated by his signature below or voluntarily chose not to wait for such 21-day period, and that he has seven days from the date of his signature below to rescind this Agreement. If Mr. Norris wishes to rescind this Agreement, he must, within seven days of signing this Agreement, give written notice of such decision to YHC, c/o David M. Blanchard, Nacht, Roumel, Salvatore, Blanchard & Walker, P.C., 101 North Main Street, Suite 555, Ann Arbor, MI 48104.

**8. Covenant not to Sue:** In addition to the releases and waivers herein, Mr. Norris covenants and agrees not to take any action to name the YHC in any legal action, claim, or administrative proceeding against the YHC now or in the future, other than any action arising from the failure of YHC to fulfill its obligations under this Agreement, without first returning all funds paid pursuant to this agreement. Mr. Norris agrees that failure to return funds prior to instigation of an action on his behalf, other than to enforce this Agreement, shall be valid grounds for dismissal of that action and would also constitute a breach of this agreement.

**9. Indemnification:** The parties agree that should Mr. Norris be named or otherwise involved in a claim, lawsuit or other legal action arising out of his employment with YHC he is entitled to the same insurance coverage and indemnification provisions to the same extent as any other former employee, director, officer, agent or representative of YHC.

**10. Contract:** It is further understood and acknowledged by the parties that the terms of this Agreement are contractual and are not a mere recital and that YHC and Mr.

Norris do not rely on any agreements, understandings, or representations made by Mr. Norris or YHC, its agents, officers, employees, or representatives, except as expressly stated in this Agreement. This Agreement may not be amended, revoked, waived, changed or modified, except as provided herein or by a written agreement executed by all parties.

11. **Drafting:** Each party and their counsel have reviewed and participated in the drafting of this Agreement. No one party shall be deemed or claim to be drafter of this Agreement.

12. **Choice of Law:** This Agreement shall be construed and governed by the laws of the State of Michigan.

13. **Severability:** Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, or is deemed unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the validity of the remainder of the Agreement except as herein provided.

14. **Legal advice:** Mr. Norris confirms that he has been advised to seek advice of counsel in reviewing this agreement prior to signature, that he has fully read and understands the agreement, and that he understands that legal counsel for the YHC is not able to provide advice on the terms of this agreement.

15. **No Additional promises:** Norris confirms that he has not received any additional promises of any kind related to the execution of this agreement and that he does not rely on any promises outside of this agreement in any way in his voluntary decision to accept the terms of this separation.

16. **All notices to the parties shall be sent to:**

A. YHC:

c/o David M. Blanchard, Nacht, Roumel, Salvatore, Blanchard & Walker, P.C.,  
101 North Main Street, Suite 555, Ann Arbor, MI 48104.

B. Walter Norris, Jr.

6202 Swallow Lane, Ypsilanti, MI 48197

C. Notices shall be sent by certified mail return receipt requested or delivered personally.

17. **Authority to bind the parties:** The signor has the authority to bind the YHC, its successors, or assigns to the terms of this Agreement. Mr. Norris binds himself, his heirs, and assigns, and legal representatives

I have read and agree to be bound by the above terms in pages 1-4 above.

*Walter Norris Jr.*

9/1/2012

\_\_\_\_\_  
Walter Norris Jr.

\_\_\_\_\_  
date

  
\_\_\_\_\_  
Eric Temple  
Acting Director  
Ypsilanti Housing Commission

9-4-2012  
date