

**EMPLOYMENT AGREEMENT BY AND BETWEEN  
YPSILANTI HOUSING COMMISSION AND WALTER  
NORRIS, JR., AS EXECUTIVE DIRECTOR**

**AGREEMENT.** This Employment Agreement ("Agreement") is made this 6<sup>th</sup> day March of 2010 by and between Ypsilanti Housing Commission ("Commission"), a duly organized municipal corporation organized and existing under the Laws of the State of Michigan, and Walter Norris, Jr.

**WHEREAS,** the Commission desires to extend the services of Walter Norris, Jr., as its Executive Director of its Housing Commission, and Walter Norris, Jr. ("Executive Director") desires to continue employment with the Commission under the terms set forth below.

**NOW, THEREFORE,** in consideration of the mutual promises contained in this Agreement, the Commission and Executive Director agree as follows:

1. **EMPLOYMENT TERM.** The Initial Term of employment under this Agreement shall commence on \_6<sup>th</sup> of March 2010, and extend until March 6, 2013. The Employment Term may be extended for a one-year periods by a majority vote of the Commission Board of Directors ("Board") at the conclusion of the Executive Director's annual performance evaluation. The Board shall notify the Executive Director at least 90 days prior to expiration of the existing Employment Term if it does not intend to extend the term. If the Executive Director does not want a Successive Term to be added, the Executive Director shall notify the Board at least 90 days before expiration of the existing Employment Term. The period of employment under this Agreement (including the Initial Term and Successive Terms) is referred to as the Employment Term. Notwithstanding anything to the contrary in this Agreement, this contract may be terminated at any time pursuant to Section 5.

2. **EMPLOYMENT.** The Commission agrees to employ the Executive Director during the Employment Term as Executive Director of its Housing Commission as organized and existing under the laws of the State of Michigan; the Executive Director accepts such employment, on a full-time basis, upon the terms and conditions set forth in this Agreement during the Employment Term.

3. **REQUIREMENTS OF EXECUTIVE DIRECTOR.**

3.1 **Position and Duties.** During the Employment Term, the Executive Director's position, duties, and responsibilities include, but are not limited to, the following:

- a. Serve as the Commission's Chief Administrative and Executive Officer; to manage all of the Commission's affairs and business;

686.88 and to assure compliance with all City, State, and Federal Housing Rules and Regulations, especially those of HUD, OIG, and the State of Michigan as well as all other applicable rules and regulations;

- b. Serve as Secretary to the Commission at regular, special, and annual meetings;
- c. Be responsible for all personnel issues, including, but limited to, the hiring and firing of all employees, subject to review and approval by the Commission, and management and maintenance of all housing properties;
- d. Maintain a workable relationship with all tenants and agencies that the Commission does business with from time to time;
- e. Have the care and custody of all funds of the Commission, with monthly reports to the Board on its financial condition, including, but not limited to, investments and all revenue and expenditures;
- f. Prepare monthly reports to the Board on the status of projects, policy, finance, personnel and other related matters;
- g. Develop and maintain all records of the Commission, including, but not limited to, personnel, Board minutes, and records of financial matters to the satisfaction of the Commission;
- h. Develop appropriate job descriptions with goals and objectives for the Commission's employees, and conduct performance appraisals for the employees, as needed, but under no circumstances less than annually; and
- i. Perform any and all other duties and responsibilities as assigned by the Board as necessary to carry out the duties of the Executive Director of the Commission.

- 3.2 **Confidentiality.** Subject to applicable state disclosure requirements, the Executive Director shall keep secret and retain in the strictest confidence, and shall not, without prior written consent of the Commission, furnish, make available or disclose to any third party to use for the benefit of himself or any third party, any Confidential Information of the Commission. "Confidential Information" shall mean any information relating to the business or affairs of the Commission, including, but not limited to, information relating to financial statements, tenant information, employees, program strategies and information, databases, and information systems, analyses, profit margins, or other proprietary

information used by the Commission: provided, however, that confidential information shall not include any information that is in the public domain or becomes known to the industry through no wrongful act on the part of the Executive Director. The Executive Director acknowledges that confidential information is vital, sensitive, confidential and proprietary to the Commission.

**3.3 Devotion of Efforts.** The Executive Director shall devote his full attention to the business and affairs of the Commission and use his best efforts to promote the interest of the Commission, and perform faithfully and efficiently the responsibilities assigned to him in accordance with this Agreement. During the Employment Term, the Executive Director shall not engage in other employment, except with the prior consent of the Board, which shall not be unreasonably withheld, if the outside employment does not affect assigned duties of the Executive Director.

**3.4 Residence.** The Executive Director shall maintain his primary residence in the Ypsilanti Community during the Employment Term.

**4. SALARY, EVALUATION, INCENTIVES, AND BENEFITS.**

**4.1 Salary.** During the Employment Term, the Commission shall pay the Executive Director a base annual salary of \$ 105,686.88. The base salary shall be paid in U.S. currency, subject to applicable withholdings and payment policies of the Commission for its employees (currently in 26 equal installments annually), based upon the Personnel Policies for the City of Ypsilanti as adopted by the Ypsilanti Housing Commission ("Personnel Policies of the Commission"). The Executive Director shall be entitled to other increases in salary in accordance with the Personnel Policies of the Commission.

**4.2 Evaluation, Performance Goals, and Incentive Compensation.**

- a. On an annual basis, the Executive Director shall prepare a report containing a self-evaluation for the current year as well as the Director's proposed performance goals and objectives for the upcoming year. The report will be submitted to the Board for approval no later than the end of January (of the upcoming year).
- b. The Board shall complete an annual written evaluation of the Executive Director based on the agreed upon performance goals and objectives in accordance with the Personnel Policies of the Commission.
- c. After the evaluation and upon approval by the Board, the Board in its sole discretion shall pay the Executive Director incentive

compensation depending on the available resources and the success of the Executive Director in achieving the performance objectives and goals; the performance incentive shall be paid no later than March 15<sup>th</sup> of each year for the prior year's employment.

- 4.3 **Automobile.** The Executive Director shall have use of a Commission automobile, together with the insurance thereon, and the Executive Director shall use said vehicle in accordance with the Personnel Policies of the Commission. The Commission must approve in advance any and all vehicles purchased or leased by the Executive Director.
- 4.4 **Benefits.** With the exception of vacation time which is outlined in Section 4.5, the Commission shall provide the Executive Director with health, dental, and optical insurance as well as all other benefits available in accordance with the Personnel Policies of the Commission. The Commission agrees to make payments to the Municipal Employees' Retirement System (MERS) of Michigan for the benefit of and at no cost to the Executive Director.
- 4.5 **Vacation.** On the first day of every January, the Executive Director shall be allocated 20 vacation days (20 business days) for the calendar year in lieu of those accrued under the Personnel Policies of the Commission. All other benefits remain in accordance with the Personnel Policies of the Commission.
- 4.6 **Insurance.** The Commission agrees to provide short-term disability insurance for the Executive Director. The Executive Director may participate in the Life, Health, Hospital, Surgical, Medical, and Long-Term Disability plans made available to other employees of the Commission in accordance with the Personnel Policies of the Commission.
5. **TERMINATION.**
- 5.1 **Death or Disability.** This Agreement shall automatically terminate upon the Executive Director's death or disability. Upon death, all benefits and compensation then accrued under this Agreement and under any plans provided under the Personnel Policies of the Commission shall be paid to the Executive Director's beneficiaries, representatives, or heirs as appropriate. If the Executive Director becomes incapable of performing his duties by reason of physical or mental illness or injury, the Executive Director shall be paid compensation and disability in accordance with the Personnel Policies of the Commission.

5.2 **Just Cause Employment.** This Agreement may be terminated at any time for "Just Cause" by a majority vote of the Board. For the purposes of this provision: "Just Cause" means:

(a) an act of fraud, embezzlement, or theft in connection with The Director's duties and in the course of employment; or

(b) an unreasonable neglect, inability, or willful refusal to perform the duties outlined in this Agreement or failure to execute the goals and objectives as approved by the Board under section 4.2, provided that a written demand for performance has been delivered to you at least ninety (90) days prior to such termination and the Executive Director thereafter fails to remedy your failure or refusal to perform.

5.3 **Notice and Early Termination.** In the absence of "Just Cause," the Commission shall provide the Executive Director with six (6) months notice (the "Notice Period") prior to termination of this agreement at any time prior to the end of the Employment Term. At the sole discretion of the Commission, the Executive Director may or may not be required to perform his duties during the Notice Period. In any event, the Executive will continue to receive his full regular compensation throughout the entire Notice Period.

## 6. MISCELLANEOUS.

6.1 **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid or illegal provision had never been contained herein.

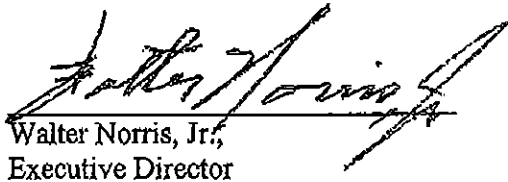
6.2 **Complete Agreement.** This Agreement, including the documents referred to herein, contains the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements, or representations by or among the parties, written or oral, which may have related to the subject matter herein in any way.

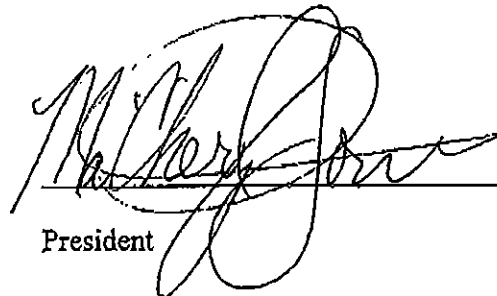
6.3 **Choice of Law and Venue.** All issues concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. The parties specifically

agree that the courts of Washtenaw County, Michigan, shall have personal jurisdiction and are the proper venue for any litigation regarding this Agreement, including its terms, enforcement, and performance.

- 6.4 **Amendments and Waiver.** The provisions of this Agreement may be amended or waived only with prior signed written consent of the Commission and Executive Director, and no course of conduct or failure or delay in enforcing the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

  
Walter Norris, Jr.,  
Executive Director

  
President