

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. For the 2011-2012 school year, the Superintendent agrees to forgo and not collect the amount due and owing to him under his current employment agreement for having attained a Doctorate degree (\$4300.00).

2. For the 2011-2012 school year, the Superintendent agrees to forgo and not collect the amount due and owing to him under his current employment agreement for longevity pay (\$7500.00).

3. Paragraph 7(B) of said Superintendent's Employment Agreement shall be amended so as to replace Paragraph 3 of the October 21 2010 Addendum with the following:

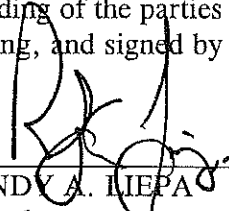
Dental, term life, disability, vision care and other fringe benefits (excluding health insurance), under the same terms and conditions as are granted by the School District to other employees in central office administrative positions Commencing with the 2011-2012 school year, the Superintendent shall be provided with family health insurance coverage from Health Alliance Plan HMO. He shall continue to contribute toward the cost of said health insurance, with such continued contribution being in the sum of 20% of the premium cost for said health insurance, with said amounts being deducted from his paycheck for a period of twenty (20) pays during the school year.

4. In all other respects, the Superintendent's Employment Agreement, as amended by the October 21, 2010 Amendment to that Employment Agreement, shall continue in full force and effect.

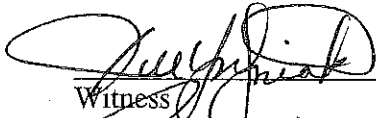
Approved by BOE 6/22/11

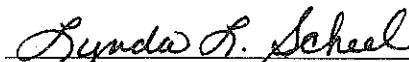
5. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

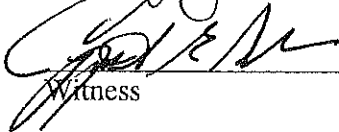
Jamie M. Clark 6/22/11
Witness Date


DR. RANDY A. LIEPA
Superintendent

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT

 6/22/11
Witness Date

By: 
President, Livonia Board of Education

 6/22/11
Witness Date

By: 
Secretary, Livonia Board of Education

**Approval of
Amendment to the
Superintendent's
Contract Beginning
in the 2011-2012
School Year**

It was moved by Ms. Burton and supported by Mr. Johnson that the Board of Education of the Livonia Public Schools School District approve the amendment to Dr. Randy Liepa's employment contract beginning in the 2011-2012 school year, as outlined below. Further move that the president and secretary of the Board of Education be authorized to sign the amendment to Dr. Liepa's employment contract incorporating the change approved in this recommendation.

Ayes: Burton, Freeman, Johnson, Mang, Oke, Roulier, Scheel
Nays: None

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa, as amended by the January 27, 2010 Amendment to that Employment Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. Paragraph 3 of the Superintendent's Employment Agreement shall be amended so as to add the following:

The School District will pay the Superintendent an annual base salary in accordance with the following salary schedule, with the Superintendent being placed on Step One of this schedule for the 2011-2012 school year, and advancing one (1) step in each succeeding school year:

| Step One | Step Two | Step Three |
|--------------|--------------|--------------|
| \$175,000.00 | \$182,500.00 | \$190,000.00 |

In addition, commencing with the 2011-2012 school year, the Superintendent shall be paid the sum of \$4300.00 per school year for having attained a Doctorate degree.

Commencing with the 2011-2012 school year, the Superintendent shall also receive longevity pay in accordance with the following schedule, with years referencing complete school years of employment as Superintendent in Livonia Public Schools:

| 5-8 Years | 9-11 Years | 12 Or More Years |
|-----------|------------|------------------|
| \$5000.00 | \$7500.00 | \$10,000.00 |

The total sum due and owing to the Superintendent as annual base salary, Doctorate degree, and longevity pay in the 2011-2012 school year that is not in excess of his salary for the 2010-2011 school year shall be payable in equal installments every two (2) weeks, commencing July 1, 2011 through June 30, 2012. The total sum due and owing to the Superintendent as annual base salary, Doctorate degree, and longevity pay in the 2011-2012 school year that is in excess of his salary for the 2010-2011 school year shall be payable in equal installments every two (2) weeks, commencing August 15, 2011 through June 30, 2012. The total sum due and owing to the Superintendent as annual base salary, Doctorate degree, and longevity pay in succeeding school years shall be payable in equal installments every two (2) weeks, commencing July 1st through June 30th.

BOE Approved 10/18/12

Commencing with the 2011-2012 school year, the Superintendent shall also receive merit pay in the annual amount of \$9100.00 upon his receipt of a performance evaluation from the School District's Board of Education with an overall rating of at least "Good." The merit pay will be paid in one (1) lump sum immediately upon the Superintendent's receipt of such a performance evaluation.

2. Paragraph 7(A) of said Superintendent's Employment Agreement shall be amended so as to add the following:

From the period August 15, 2011 through June 30, 2012, the Superintendent shall redeem fifty (50) of his earned and unused vacation days, with the amount owed for these days being based upon his 2010-2011 salary. In each school year commencing with the 2012-2013 school year, the Superintendent shall redeem ten (10) of his earned and unused vacation days, with the amount owed for these days being based upon his salary at the time of redemption. In each school year commencing with the 2012-2013 school year, the Superintendent may bank up to fifteen (15) of the vacation days earned in that school year. The daily rate shall be based upon a 260 day work year.

3. Paragraph 7(B) of said Superintendent's Employment Agreement shall be amended so as to add the following:

Following the 2010-2011 school year, the Superintendent shall continue to contribute toward the cost of said medical insurance, with such continued contribution being in the sum of One Hundred Dollars (\$100.00) per paycheck for a period of twenty (20) pays during the school year.

4. Paragraph 8 of said Superintendent's Employment Agreement shall be eliminated.

5. Paragraph 9 of said Superintendent's Employment Agreement shall be amended to read as follows:

The Superintendent shall be evaluated annually by the Board of Education no later than June 30th of each school year, unless mutually agreed by the Superintendent and the Board of Education, and the evaluation shall be considered in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act.

6. In all other respects, the Superintendent's Employment Agreement, as amended by the January 27, 2010 Amendment to that Employment Agreement, shall continue in full force and effect.

7. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

Jill Yufriat 10/21/10
Witness Date

Randy A. Liba
DR. RANDY A. LIBA
Superintendent

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT

By: *Synda S. Scheel*
President, Livonia Board of Education

By: *Robert J. Freeman*
Secretary, Livonia Board of Education

Jill Yufriat 10/21/10
Witness Date

Jill Yufriat 10/21/10
Witness Date

AMENDMENT TO DR. RANDY LIEPA'S SUPERINTENDENT'S EMPLOYMENT AGREEMENT

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. Paragraph 1 of said Superintendent's Employment Agreement shall be amended to read: "The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2014; unless the termination date is extended by additional incremental period(s) of one (1) year by Board action."
2. The previously established annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement and amended through Board approval on June 29th, 2009) for the 2009-2010 school year of One Hundred Forty-Eight Thousand Nine Hundred Eighteen and 80/100 Dollars (\$148,918.80), shall be reduced by the sum of One Thousand Seven Hundred and Eighteen Dollars (\$1,718) representing three furlough days (two "Act of God" days and June 28, 2010) calculated at his daily rate times three. This reduction will be reflected in his remaining paychecks for the 2009-2010 school year, commencing with the paycheck of February 19, 2010. This reduction in salary will be refunded to the Superintendent in the event that school is not cancelled for one (1) or two (2) of the "Act of God" days before April 30, 2010. The Superintendent shall be refunded his daily rate for either or both days not cancelled if the same occurs with members of the LEA and LEADS. In addition, this reduction in salary will be refunded to the Superintendent in the event that at least \$2.5 million of school funding over that currently scheduled to be received by the School District as of January 14, 2010 is received for the remainder of the 2009-2010 school year.
3. The annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement and amended through Board approval on June 29, 2009) for the 2010-2011 school year shall be reduced by Two Thousand Two Hundred and Ninety One Dollars (\$2,291) representing four furlough days (two "Act of God" days and July 2 and July 6, 2010 calculated at his daily rate times four). In the event that school is not cancelled for one (1) or two (2) of the "Act of God" days before April 30, 2011, the Superintendent shall be refunded his daily rate for either or both days not cancelled if the same occurs with members of the LEA and LEADS. Also, in the event that before the end of the 2010-2011 school year, at least \$7.0 million of school funding over that currently scheduled to be received by the School District as of January 14, 2010 is received, the parties will meet to discuss the Superintendent's annual base salary and health care contribution for the 2010-2011 school year. The Superintendent's annual base salary will return to \$148,918.80 for the 2011-2012 school year.
4. Paragraph 7(B) of said Superintendent's Employment Agreement shall be amended to read: "Medical, dental, term life, disability, vision care, and other fringe benefits, under the same terms and conditions as are granted by the School District to other employees in central office administrative positions. During the 2009-2010 school year, the Superintendent shall contribute toward the cost of said medical insurance, with such contribution being in the sum of Fifty Dollars (\$50.00) per paycheck for a period of twenty (20) pays during that school year. During the 2010-2011 school year, the Superintendent shall contribute toward the cost of said medical insurance, with such contribution being in the sum of Seventy Dollars (\$70) per paycheck for a period of twenty (20) pays during the school year."

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

5. Paragraph 7(D) of said Superintendent's Employment Agreement shall be eliminated.
6. In all other respects, the Superintendent's Employment Agreement shall continue in full force and effect.
7. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

D Lessard 1/27/10
Witness Date

[Signature]
DR. RANDY A. LIEPA
Superintendent

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT

Patrice J. Mang 1/27/10 By: *[Signature]*
Witness Date President, Livonia Board of Education

Colleen [Signature] 1-27-10 By: *[Signature]*
Witness Date Secretary, Livonia Board of Education

Special Meeting

1/27/2010

**Approval of
Amendment to
Superintendent's
Contract**

It was moved by Mr. Oke and supported by Mr. Freeman that the Board of Education of the Livonia Public Schools School District approve the Amendment to Superintendent Dr. Randy Liepa's Employment Agreement for the remainder of the 2009-2010 school year and the 2010-2011 school year. Further move that the president and secretary of the Board of Education be authorized to sign the amendment to Dr. Liepa's employment contract incorporating the change approved in this recommendation.

Ayes: Burton, Freeman, Lessard, Mang, Oke
Nays: King, Scheel

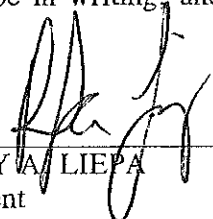
**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

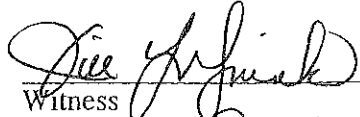
1. Paragraph 1 of said Superintendent's Employment Agreement shall be amended to read: "The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2014; unless the termination date is extended by additional incremental period(s) of one (1) year by Board action."
2. The annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement) for the 2009-2010 school year shall be One Hundred Forty-Eight Thousand Nine Hundred Eighteen and 80/100 Dollars (\$148,918.80).
3. Paragraph 7(B) of said Superintendent's Employment Agreement shall be amended to read: "Medical, dental, term life, disability, vision care and other fringe benefits, under the same terms and conditions as are granted by the School District to other employees in central office administrative positions. The Superintendent shall contribute toward the cost of said medical insurance, with such contribution being in the sum of Fifty Dollars (\$50.00) per paycheck for a period of twenty (20) pays during the school year."
4. Paragraph 7(D) of said Superintendent's Employment Agreement shall be eliminated.
5. In all other respects, the Superintendent's Employment Agreement shall continue in full force and effect.
6. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

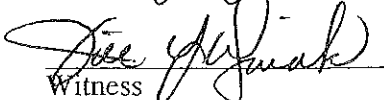
Janice M. Clark 6/29/09
Witness Date


DR. RANDY A. LIEPA
Superintendent

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT

By: 
President, Livonia Board of Education

 6/29/09
Witness Date

 6/29/09
Witness Date

By: 
Secretary, Livonia Board of Education

BDE Approved 6/29/09

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. Paragraph 1 of said Superintendent's Employment Agreement shall be amended to read: "The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2013; unless the termination date is extended by additional incremental period(s) of one (1) year by Board action."
2. The annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement) for the 2008-2009 school year shall be One Hundred Twenty-Eight Thousand Two Hundred Eight and 06/100 Dollars (\$128,208.06).
3. Paragraph 7(B) of said Superintendent's Employment Agreement shall be amended to read: "Medical, dental, term life, disability, vision care and other fringe benefits, along with salary adjustments for advanced professional training, administrative experience, and longevity under the same terms and conditions as are granted by the School District to other employees in central office administrative positions. The Superintendent shall contribute toward the cost of said medical insurance, with such contribution being in the sum of Fifty Dollars (\$50.00) per paycheck for a period of twenty (20) pays during the school year."
4. In all other respects, the Superintendent's Employment Agreement shall continue in full force and effect.
5. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

Ray Chang 6-24-08
Witness Date

[Signature]
DR. RANDY A. LIEPA
Superintendent

[Signature] 6/24/08
Witness Date

[Signature] 6-24-08
Witness Date

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
By: [Signature]
President, Livonia Board of Education

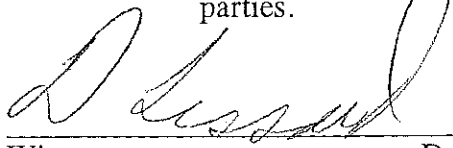
By: [Signature]
Secretary, Livonia Board of Education

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

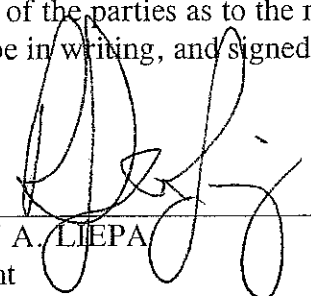
WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. Paragraph 1 of said Superintendent's Employment Agreement shall be amended to read: "The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2010; unless the termination date is extended by additional incremental period(s) of one (1) year by Board action."
2. The annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement) for the 2007-2008 school year shall be One Hundred Twenty-Six Thousand Nine Hundred Thirty-Eight and 68/100 Dollars (\$126,938.68).
3. In all other respects, the Superintendent's Employment Agreement shall continue in full force and effect.
4. This document represents the entire understanding of the parties as to the matters to which it relates and any other agreement must be in writing, and signed by the parties.

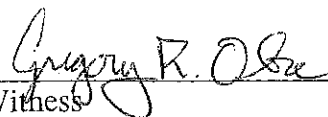


Witness Date

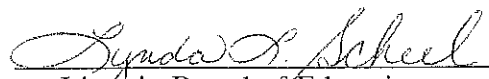


DR. RANDY A. LIEPA
Superintendent


LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT

 6/18/07

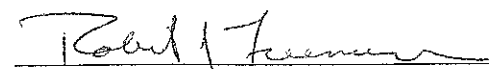
Witness Date

By: 

President, Livonia Board of Education

 6/18/07

Witness Date

By: 

Secretary, Livonia Board of Education

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. Paragraph 1 of said Superintendent's Employment Agreement shall be amended to read: "The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2009; unless the termination date is extended by additional incremental period(s) of one (1) year by Board action."
2. The annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement) for the 2006-2007 school year shall be One Hundred Twenty-Four Thousand Four Hundred Forty-Nine and 69/100 Dollars (\$124,449.69).
3. In all other respects, the Superintendent's Employment Agreement shall continue in full force and effect.
4. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

[Signature] 6-19-06
Witness Date

[Signature]
DR. RANDY A. LIEPA
Superintendent

[Signature] 6/19/06
Witness Date

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
By: *[Signature]*
President, Livonia Board of Education

[Signature] 6/19/06
Witness Date

By: *[Signature]*
Secretary, Livonia Board of Education

**AMENDMENT TO DR. RANDY LIEPA'S
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Education of the Livonia Public Schools School District has approved the following amendments to the Superintendent's Employment Agreement of Dr. Randy Liepa;

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Livonia Public Schools School District and Dr. Randy Liepa as follows:

1. Paragraph 1 of said Superintendent's Employment Agreement shall be amended to read: "The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2007; unless the termination date is extended additional incremental period(s) of one (1) year by Board action."
2. The annual base salary to be paid to Dr. Randy Liepa (referenced in Paragraph 3 of the Superintendent's Employment Agreement) for the 2004-2005 school year shall be One Hundred Twenty-One Thousand Eight Hundred Ninety Dollars (\$121,890.00).
3. In all other respects, the Superintendent's Employment Agreement shall continue in full force and effect.
4. This document represents the entire understanding of the parties as to the matters to which it relates, and any other agreement must be in writing, and signed by the parties.

Robert J. [Signature] 9/12/04
Witness Date

[Signature]
DR. RANDY A. LIEPA
Superintendent

[Signature]
Witness Date

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
By: [Signature]
President, Livonia Board of
Education

[Signature] 9/13/04
Witness Date

By: [Signature]
Secretary, Livonia Board of
Education

SUPERINTENDENT'S EMPLOYMENT AGREEMENT

Agreement made this by and between the Livonia Public Schools School District (hereinafter referred to as the "School District"), and Dr. Randy A. Liepa (hereinafter referred to as the "Superintendent").

The School District and the Superintendent agree as follows:

1. The School District hereby hires the Superintendent to serve as the Superintendent of Schools for the term beginning on July 1, 2003, and terminating on June 30, 2006; unless the termination date is extended additional incremental period(s) of one (1) year by Board action.

2. The Superintendent agrees that under the terms of this contract, he is denied continuing tenure in his capacity as the Superintendent of the School District and he shall not acquire tenure in such position.

3. For the first school year of service rendered by the Superintendent hereunder, the School District shall pay him an annual base salary in the amount of One Hundred Nineteen Thousand Five Hundred Dollars (\$119,500.00), payable in equal installments every two (2) weeks. After consultation with the Superintendent, the annual salary for each succeeding year shall be established by the Board of Education on or before each June 30th of the preceding school year, but in no event shall the established salary be less than the preceding school year. The yearly salary established by the Board of Education shall be reduced to writing each year and signed by the President of the Board of Education.

4. The Superintendent may enter into a salary reduction agreement to fund a tax-sheltered annuity under Section 403(b) of the Internal Revenue Code of 1954 in accordance with the policies of the School District.

5. The Superintendent shall be reimbursed for reasonable expenditures of travel, meals, entertainment, professional association dues, automobile expenses, conferences and workshops held in the State of Michigan and national conferences approved by the President of the Board of Education, which expenditures are incurred in acting on the business of the School District. Such expenditures will be reimbursed upon presentation by the Superintendent of an itemized and detailed accounting of such expenditures and receipts relating thereto in the form customarily required by the School District and in conformity with the applicable rules and regulations of the Internal Revenue Service.

6. The School District agrees to defend, indemnify and hold the Superintendent harmless from and against all claims, suits, judgments, liabilities, costs and expenses arising from actions taken or decisions made in good faith within the scope of his employment while he is/was Superintendent. The Superintendent shall give the Board of Education of the School District notice of any claim for defense and indemnification hereunder promptly upon knowledge of any claim or action against him. The Board of Education shall have the right to appoint the attorney and conduct the defense of any such claim or action. Provided, however, if the Superintendent fails to fully

cooperate in the defense of any claim or action, then this provision of defense, indemnity and save harmless shall become null and void.

This indemnity and hold harmless provision shall survive the expiration of this Agreement.

7. The Superintendent shall receive, during the term of this Agreement, the following additional compensation and fringe benefits:

- A. Thirty-Five (35) vacation days each school year of this Agreement. Upon termination of this Agreement, unused vacation days will be compensated.
- B. Medical, dental, term life, disability, vision care and other fringe benefits, along with salary adjustments for advanced professional training, administrative experience, and longevity under the same terms and conditions as are granted by the School District to other employees in central office administrative positions.
- C. Commencing in the first payroll period in July, 2003, and in the first payroll period in July of each school year thereafter during the term of this Agreement, the School District shall pay a sum of money to the Superintendent equal to the yearly premiums on a life insurance policy of his choice, said sum not to exceed Three Thousand Five Hundred Dollars (\$3500.00) per year.
- D. A car allowance in the amount of Three Hundred Fifty Dollars (\$350.00) per month.

8. In the event that the Superintendent relocates his residence within the geographical boundaries of the School District, the School District shall reimburse the Superintendent for reasonable moving expenses, including packing. The Superintendent shall supply the Board President with estimates from three (3) reputable moving companies prior to the move.

9. The Superintendent shall be evaluated annually by the Board of Education and the evaluation shall be considered in open or closed session, as requested by the Superintendent, in accordance with the provisions of the Open Meetings Act.

10. The Superintendent agrees to submit to such comprehensive medical and/or mental examinations by a District-appointed physician, hospital or clinic, when, in the Board of Education's judgment, such examination is necessary to determine if the Superintendent can perform the essential job duties of his position, or to determine reasonable accommodations necessary to permit him to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. The cost of the physical and/or mental examination shall be borne by the School District and the Superintendent shall sign such medical release forms, and other documents, which are necessary to permit the Board of Education to receive all of the medical records and

physician reports of the physical and/or mental examinations for the purposes provided for in this paragraph.

Each school year of this Employment Agreement, the Superintendent may, in his sole discretion, take a comprehensive physical examination by a physician, hospital or clinic of his choice. The cost of the physical examination shall be borne by the School District. The Board of Education will be advised of any medical information which adversely affects the Superintendent's ability to perform the duties and responsibilities of his position, or any reasonable accommodations which may be necessary in order to permit the Superintendent to perform his essential job duties. Any information so provided by the Superintendent will be kept in the strictest of confidence by the Board of Education and will not be publicly disclosed.

11. The Superintendent shall perform the duties of the Chief Administrative Officer of the School District, including the duties proscribed by Board policy and in the School Code of 1976, as revised, and such other assigned duties as may be established by the Board of Education, and he agrees to obey, fulfill and abide by all rules, regulations, policies and decisions of the Board of Education.

As the Chief Administrative Officer, the Superintendent may organize, reorganize or arrange the departments within the School District, including the assignments/reassignments of administrative and supervisory staff, which in his judgment, best serves the School District and/or provides increased efficiency of operation. The actions of the Superintendent, however, shall not contravene the policies or directives of the Board of Education.

12. The Superintendent shall devote his full time and energy to the performance of his duties in a timely, faithful, diligent, efficient and fiscally responsible manner. The Superintendent further warrants, represents and affirms to the School District:

- A. That he is fully qualified to serve as Superintendent of Schools and agrees to maintain such qualifications in accordance with the laws of the State of Michigan and the rules and regulations of the Department of Education;
- B. That he is competent to perform the duties for which he is hired, is possessed of the requisite skill and knowledge to enable him to do so, and that he will faithfully serve and be regardful of the interests of the School District;
- C. That he will perform all duties in accordance with law and with such care and skill as is necessary to prevent injury to the property, good will and interests of the School District; and
- D. That he will not acquire any interests adverse to that of the School District.

13. The School District may terminate this Agreement, without liability hereunder, for salary and/or fringe benefits, for cause. Acts or omissions constituting cause shall include, but not be limited to, the following: if the Superintendent commits any of moral turpitude or misconduct;

in the event that he is no longer qualified to serve as Superintendent of Schools, if he violates any of the terms or covenants of his Agreement; or if he is physically or mentally disabled. Disabled shall mean the Superintendent's inability to perform the essential job duties and functions of his position, with or without reasonable accommodation, for an aggregate of twelve (12) months during the term of this Agreement.

14. The School District's waiver of a breach of any provision of this Agreement by the Superintendent shall not operate or be construed as a waiver of any subsequent breach by the Superintendent. No waiver shall be valid unless in writing and approved by the Board of Education of the School District.

15. Any provision of this Agreement prohibited by the laws of the United States or the State of Michigan shall be ineffective to the extent of such provision only without invalidating the remaining provisions of this Agreement.

16. This Agreement contains the entire agreement of the parties hereto, and may not be altered, modified or rescinded by any prior contemporaneous statement or understanding of either such party, or any person on their behalf; this Agreement may be amended, modified, rescinded or otherwise altered during its term only by an express written "Modification," denominated as such, and signed by each of the parties hereto.

17. This Agreement is subject to approval by the School District's Board of Education.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

[Signature]
Witness
11/16/02
Date

[Signature]
DR. RANDY A. LIEPA
Superintendent

[Signature]
Witness
11/4/02
Date

Larry Naser
Witness
11/4/02
Date

LIVONIA PUBLIC SCHOOLS
SCHOOL DISTRICT
By: [Signature]
Its: President, Livonia Board of Education

By: [Signature]
Its: Secretary, Livonia Board of Education